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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Jean H. Toal, Circuit Court Judge

Appellate Case No. 2025-000065
Civil Action No. 2023-CP-40-04072

Michael L. Perry and Lonnie Long,..... Respondents,

v.

American International Industries et al.

Of whom Johnson & Johnson; LLT Management, LLC f/k/a LTL Management, LLC; Kenvue, Inc.; and Johnson & Johnson Holdco (NA), Inc. are the ..... Appellants.

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I certify that this Designation does not contain any matters which are irrelevant to this appeal.

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EXHIBIT 13

SUPERIOR COURT OF NEW JERSEY.
MIDDLESEX COUNTY
DOCKET NO. MID-L-006108-21
MID-L-002089-23

KIMBERLY NARANJO (MID-L-006108-21) JUSTIN BERGERON, et al (MID-L-002089-23, Plaintiff, - vs - KENVUE, INC., et al, Defendant.	VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION OF PAUL RUH

TRANSCRIPT OF DEPOSITION,

taken by and before KARA HACKETT, Professional Reporter and Notary Public, at the LAW OFFICES OF FAEGRE, DRINKER, BIDDLE & REATH, 105 College Road East, Suite 300, Princeton, New Jersey, on August 16, 2023, commencing at 9:00 a.m.

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APPEARANCES:

COHEN, PLACITELLA & ROTH, PC
BY: CHRISTOPHER PLACITELLA, ESQUIRE
JUSTIN PLACITELLA, ESQUIRE
2001 Market Street
Suite 2900
Philadelphia, Pennsylvania 19103
Attorneys for the Plaintiff

KING & SPALDING
BY: KRISTEN FOURNIER, ESQUIRE
1185 Avenue of the Americas
34th Floor
New York, New York 10036
Attorneys for the Defendant

MCCARTER & ENGLISH
BY: JOHN GARDE, ESQUIRE
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attorneys for the Add'l Defendant

ALSO PRESENT:
Jacob Uscinowicz, Videographer
Tyler Crotty, Technician
Tracey Van Dillion, In-House Attorney for Kenvue

Via Zoom:
Richard Colomb
Eric Pasternack
Josh McMahon
Mark Buha
Rachel Placitella
Suzanne Rarcliffe
Wade Martin
Jessica Dean
Leigh O'Dell
Drew Renzi

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PROCEEDINGS

THE VIDEOGRAPHER: Good morning. We are now on the record. This begins videotape number one in the deposition of Paul Ruh in the matter of Kimberly Naranjo v. Johnson & Johnson et al.

Today is Wednesday August 16, 2023. The time is approximately 9:12 a.m. This deposition is being taken at Faegre, Drinker, Biddle & Reath, LLC. The videographer is Jacob Uscinowicz of Magna Legal Services. The court reporter is Kara Hackett of Magna Legal Services.

Will counsel and all parties state their appearances and who they represent.

MR. PLACITELLA: Christopher Placitella on behalf of the plaintiffs.

MS. FOURNIER: Kristen Fournier on behalf of the witness Kenvue, and with me is Tracy Van Dillen, in-house counsel at Kenvue.

MR. GARDE: John Garde of McCarter English on behalf of the defendant as well.

THE VIDEOGRAPHER: Will the reporter please swear in the witness.

PAUL RUH, after having been duly sworn, was examined and testified as follows:

BY MR. PLACITELLA:

Q. Good morning.

A. Good morning.

Q. The correct spelling, pronunciation of your last name is --

A. Ruh.

Q. Ruh. And where do you currently live?

A. I live in Greenwich, Connecticut.

Q. All right. And where are you from? Where'd you grow up?

A. I was born and raised in Mexico.

Q. Okay. You -- as I understand -- I want to talk a little bit about your education?

You have a BS in engineering?

A. Correct.

Q. And an MBA from MIT?

A. Correct.

Q. Before you started at J&J, you worked for Mackenzie?

A. Before J&J, I worked for Pepsi Cola.

Q. You never worked for Mackenzie?

A. I did.

Q. Okay.

A. But the sequence is before J&J it was Pepsi Cola, before Mackenzie & Company.

Q. Okay. What did you do when you're with Mackenzie?

A. Mackenzie was a consultant.

Q. What was your day-to-day responsibility?

A. I was assigned to different variety of cases.

Q. Were you -- part of your job going into companies and helping them solve problems?

A. Correct.

Q. And in that job, did you analyze financial statements, liabilities, those kinds of things?

MS. FOURNIER: Objection.

THE WITNESS: That was a part of my responsibility, amongst several others. More of a generalist in that case.

BY MR. PLACITELLA:

Q. Okay. And today you are the CFO of Kenvue, correct?

A. Correct.

Q. And you took that official CFO of Kenvue on in May 2023?

A. I think the official date is January 1 of

2023.

Q. Okay. And what are your responsibilities as the CFO of Kenvue?

A. I oversee the financial function of Kenvue, and I make sure that we have accurate financial statements.

Q. And in May of '22 you became the CFO designate of Kenvue?

A. That is correct.

Q. What does the CFO designate do?

A. The CFO designate is the CFO who is going to be the official CFO once Kenvue is formalized.

Q. And what did you do as the CFO designate for Kenvue?

A. There were several aspects of standing up Kenvue, and that included forming a new team, the operational separation, standing up new systems. And it was basically the work ahead of the separation and getting us ready to do it.

Q. Okay. When you were the CFO designate of Kenvue, you did that for about a year?

A. For about a year, yes.

Q. Who was paying you?

A. I don't know exactly what legal entity pays me, but I would say it's overall, Johnson & Johnson.

Q. Who's paying you? Is Kenvue paying you today, or is Johnson & Johnson paying?
A. Kenvue is paying me.
Q. Before you became the CFO designate for Kenvue, you were the CFO for Johnson & Johnson Consumer?
A. Yes. For the consumer health sector, yes.
Q. And that began around 2017?
A. Yes.
DEFENSE COUNSEL: Excuse me, Chris --
MR. PLACITELLA: Yeah.
DEFENSE COUNSEL: Can we either ask the witness to speak up or get the mic closer?
MR. PLACITELLA: Yes.
DEFENSE COUNSEL: Thank you.
MR. PLACITELLA: Is that a function of where the computer is?
THE WITNESS: Is it the computer or this microphone here?
MR. PLACITELLA: Yeah, go ahead.
THE VIDEOGRAPHER: The time is now approximately 9:17 a.m. and we're going off the record.

(Whereupon, there is an off-the-record discussion.)

THE VIDEOGRAPHER: Time is approximately 9:19 a.m. We are now going back on the record.

BY MR. PLACITELLA:
Q. So you were talking about your work as CFO for J&J Consumer Health.
A. Yes. Correct.
Q. Okay. Was JJCI under your domain when you had that job as CFO for J&J Consumer Health?
MS. FOURNIER: Objection.
THE WITNESS: I don't know. I don't recall the legal entity construct.

BY MR. PLACITELLA:
Q. Do you remember Johnson & Johnson Consumer Inc.? Did you ever have anything to do with them?
A. I was responsible for Johnson & Johnson consumer health sector.
Q. Did that include the manufacture and sale of Johnson's Baby Powder?
A. I'm not sure. It was probably on -- we sold baby powder. Yes. I don't know under what legal entity was produced, no.
Q. But when you were the CFO, you were the CFO for whatever entity was selling baby powder.

Is that fair?
A. Yes.
Q. But you don't know whether -- but you don't know as you sit here whether that was Johnson & Johnson Consumer or some --
A. -- other legal entity. Yes.
Q. Were you part of, or did you have any knowledge of the work product in analyzing the possible claims for talc settlements set forth in a J&J Annual Report from 2022 or 2021?
A. I was not.
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Do you have knowledge of the Kenvue spinoff?
A. Yes.
Q. Did -- you signed off on the S One and the S Four?
A. Yes, I did.
Q. I just want to ask you -- want to show you in front of you from Kenvue Exhibit-14, under power of attorney, it says that you and Matthew Orlando have power of attorney for the S Four. What does that mean that you have power of attorney?
A. I don't know the legal term.

Q. Do you know why they listed you as power of attorney?
A. Most likely because of my position.
Q. Okay. And do you know what authority that gave you as power of attorney?
A. I don't know the exact legal power it gives me.
Q. You are currently compensated at a rate of $3,400,000 a year?
A. Correct.
Q. And are you eligible for a J&J pension?
A. I don't know the details to be honest. I haven't thought about it.
Q. Well, you're a young guy, but you haven't thought about who's going to pay your pension? Do you know if it's Kenvue or J&J paying your pension?
A. With the separation, I don't know who's going to end up paying my pension.
Q. Okay. So you don't know what the guarantees in your pension are based on then.
Is that fair?
A. That is fair, yes.
Q. In preparation for today's deposition, did you review any documents?
A. I reread parts of S1, S4, and S8. Yes.

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Q. What's the S8?
A. It's another document that we're filing with the SEC.
Q. You filed already?
A. That we are in the process of filing.
Q. Okay.
A. I don't know if it's been filed already, but --
Q. What's the purpose of the S8?
A. I'm not sure exactly.
MR. PLACITELLA: During a break, can I get a copy of the S8, please to take a look at.
MS. FOURNIER: We'll take it under advisement and I'll let you know. I'm not sure if it's a public document yet.
MR. PLACITELLA: Okay.

BY MR. PLACITELLA:
Q. And what was in the S8 that was germane for this deposition?
A. They're all similar documents. You've seen the S1, S4. They're similar documents.
Q. Other than those three documents, did you review any other documents?
A. I didn't review any more documents, no.

Q. Did you speak with anyone in preparation for today's deposition?
A. Just with my legal counsel.
Q. And who is that, Kristen?
A. Kristen and Tracy.
Q. And Tracy?
A. And Ally.
Q. And Ally Brown?
A. Yes.
Q. And where did that meeting take place?
A. In the Skillman offices.
Q. How long was that meeting?
A. We met for a couple of hours, two times, and then a couple more times for a few minutes. Less than a hour.
Q. Okay. So you met at least four times in preparation?
A. We met four times. It was four times, one, two, three, four times. Yes, between one to two hours.
Q. Okay. And were you shown any documents, other than the documents that you talked about, in preparation for today's -- at that meeting?
A. I did not. I was not --
Q. Okay.
A. Anymore documents.

Q. Do you have an understanding of what the purpose of today's deposition is?
A. I do.
Q. And what is that?
A. You have questions about Kenvue's role or Kenvue's liabilities in the Johnson & Johnson cases.
Q. And who is -- do you know what entity is paying for your defense at this deposition?
A. No, I don't know.
Q. When you were the CFO of consumer group for J&J, were you paid by J&J, or some other entity?
A. I actually don't know. I just got my pay stub.
Q. What'd the paycheck say on the top?
A. The number is what matters.
Q. I'm sure it does, but what did it say? Like, who was writing the check?
A. I don't recall.
Q. As a CFO, do you have a role when it comes to mergers and acquisitions?
A. I do.
Q. And what is that role?
A. I oversee the financial and strategic logic and soundness of the proposals.
Q. Do you have to identify and assess potential

risks related to the company you're contemplating acquiring or merging with?
A. Yes.
Q. Could these risks be operational?
A. Yes.
Q. Reputational?
A. Yes.
Q. Litigation related?
A. Yes.
Q. What's the process you go through in evaluating a litigation related risk?
A. The legal team provides an assessment that I rely on.
Q. And the legal team, is that inside lawyers or outside lawyers?
A. My contact is the inside lawyers' team. They may consult or not, I don't know, with outside counsel lawyers.
Q. In developing and implementing strategies, or in doing that job, do you develop and implement strategies to mitigate the risks related to the merger or acquisition?
A. In early stages, it's all about assessing the risks.
Q. Okay. For example, do you meet with

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scientists to understand the risks associated with the product that the target company sells?
A. No.
Q. You don't do that?
A. No. I meet with the head of R&D, and she represents the scientific community, scientific bodies, or the scientific team that we have.
Q. All right. So does the head of R&D then relate to you the risks involved, or associated with, the products that are being sold by the company that you were looking to merge or acquire?
A. Yes.
Q. Was that done in this case with respect to Kenvue?
MS. FOURNIER: Objection.
THE WITNESS: It was not a merger.

BY MR. PLACITELLA:
Q. But you acquired assets from another company, correct?
MS. FOURNIER: Objection.
THE WITNESS: We did not acquire. It was a separation.

BY MR. PLACITELLA:

Q. You didn't acquire?
A. No.
Q. Okay. We'll get into that in a little bit.
Can you give me an example when you were the CFO of Consumer Health of an acquisition that you were involved with?
A. Yes. Zarbees.
Q. Say that --
A. Zarbees.
Q. Spell that, please?
A. Zarbes, Z-A-R-B-E-S [sic].
Q. Okay. And did you have a due diligence investigation for that acquisition?
A. Yes.
Q. And what did you do?
A. I made sure that the financial statements were accurate, and particularly important is that the financial projections made sense, and that the price we would pay for the assets made sense with the financial projections.
Q. And was a risk analysis done with respect to that transaction?
A. Yes.
Q. And was that reduced to writing?
A. What do you mean with reduced to writing.

Q. After you did the risk analysis, did you put it down on paper?
A. I did not. It was probably put on paper.
Q. Somebody else?
A. Somebody else. Yes.
Q. And was that documentation then given to the board?
A. No.
Q. Is that standard? Did you use actuaries, by the way, or auditors to do that?
A. Actuaries, not -- We use in a few cases. I don't know in this particular case whether we used auditors.
Q. And did you use other outside consultants?
A. In that case, I don't know. We sometimes use consultants that assess the market size potential.
Q. How do you spend a typical day now?
A. Typical day I spend reviewing the performance. Yesterday I reviewed the performance of the different regions. We met with our banking team, with the treasury team. I met with my auditor, with PWC. I had a one-on-one with my tax, head of tax.
Q. Are you present at all of the Kenvue board meetings?
A. There haven't been too many board meetings

yet. But I have been present in the last three board meetings, but I'm not present in all parts of the meetings because --
Q. For the financial part?
A. For the financial part, yes.
Q. And are there financial minutes kept of those meetings?
A. There are minutes kept of those meetings.
Q. And who prepares and reviews the drafts of those minutes?
A. Corporate secretary.
Q. When you were at the CFO of Consumer Health for Johnson & Johnson, did you have involvement with talc safety?
A. I heard about talc safety. That's as far as my involvement was.
Q. And when you say heard about talc safety, what do you mean by that?
A. I heard about the allegations that were made.
Q. And who did you hear that from?
A. The legal teams, the r and d teams.
Q. Were you on regular calls with the CEO discussing the status of the talc litigation?
A. No.
Q. Were you ever on calls with the CEO concerning

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the status of talc litigation?
A. I don't recall specifically if it was about talc litigation. It was, in general, about talc matters.
Q. So the CFO would have regular calls?
A. Not regular calls. I did not participate in all of them.
Q. How often?
A. Maybe on average, maybe twice per year, maybe two or three times per year.
Q. And during COVID, was that over Zoom mostly?
A. Yes.
Q. And were you -- what went on in those calls?
A. We heard about the status of the litigations. We heard about -- that's basically it.
Q. Okay. So when there was a trial going on, or there was a result of a trial, that's something the CFO would talk to you about?
MS. FOURNIER: Objection.
THE WITNESS: The CFO.

BY MR. PLACITELLA:
Q. I'm sorry, the CEO of J&J?
A. No.
Q. Were you ever on calls with Mr. Gorsky where

he talked about the status of talc litigation?
A. Those were not the purpose of the calls in general, no. The meetings that I had with Mr. Gorsky were more business performance related.
Q. Okay. So I want to show you Exhibit 10, view 6. This is an e-mail from Mr. Gorsky. It talks about, please join Alex Gorsky for a conference call on Monday, December 17, for an important update on talc. And you are listed?
A. Yes.
Q. Correct?
A. I see that. Yes.
Q. Along with a whole bunch of other people, correct?
A. Yeah.
Q. And you are actually a required attendee?
A. Yes.
Q. Why are you a required attendee?
A. Most likely because I was part of the same group as everyone here, the top 200 of Jane Johnson & Johnson. It's a very long list. I see other names that are vice presidents. Maybe it's because of that.
Q. Why are all these people in this meeting?
A. Because there was going to be some news, or there was some news around talc, and Mr. Gorsky probably

want to share the news with the team directly.
Q. Do you have any recollection of this specific meeting?
A. I actually don't remember if I even participated there.
Q. Well, it says you had to be there, right?
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. You were required to be there, right?
A. Yes. But you don't always --
Q. Well, the CEO says you got to be there, you go there, don't you?
MS. FOURNIER: Objection.
THE WITNESS: Yes, but there's priorities.

BY MR. PLACITELLA:
Q. Okay. And do you know whether if you were too busy, were these meetings recorded so you could go back and look at them later?
A. I don't recall if this one specifically was recorded. We generally don't record meetings.
Q. When these kinds of meetings are kept, are minutes kept to these kinds of meetings?
A. I haven't seen minutes of these types of

meetings.
Q. Are there rules of disclosure that you live by when preparing financial statements for the company that you're working for?
A. Yes, there are.
Q. What are they?
A. It's based on generally accepted accounting principles and SEC regulations as well.
Q. What specifically, if you're going to talk to a layman and they said, what rules do you live by, what would you tell them?
A. US Gap. Not sure.
Q. Excuse me?
A. US Gap.
Q. Okay. Would you tell them that you always have to tell the truth?
A. Always.
Q. Okay. And that when you put something out to the public or to the SEC, that you are in fact, attesting to the truth that's in there?
A. Absolutely, yes.
Q. Now, have you ever heard of something known as Project Plato?
A. Yes.
Q. When is the first time you heard of Project

Plato?
A. I don't know exactly. A couple of years ago, two or three years ago.
Q. And how did you learn of Project Plato?
A. I was invited to a meeting.
Q. And who was at that meeting?
A. There was -- I think it was part of a legal team, a current CEO.
Q. And what was discussed at that meeting?

MS. FOURNIER: Objection. Except to the extent that you would share anything that was spoken to you by the lawyers.

BY MR. PLACITELLA:
Q. I don't want to know about legal advice. What business information was discussed at that meeting?
A. It was related to the formation of a new legal entity. And specifically, Plato was about the funding of that legal entity.
Q. Do you know why they called it Plato?
A. No.
Q. And what was your -- did you ultimately become more deeply involved in that project?
A. I was more involved in the funding of that

legal entity.
Q. When you say funding of that legal entity, what do you mean?
A. The royalty streams that come out of some of the brands, of the consumer health brands, that fund that legal entity.
Q. When you say that legal entity, what are you talking about?
A. It's LTL.
Q. And are you aware of a lawsuit with the name Ingham, I-N-G-H-A-M?
A. No, I'm not.
Q. Out of Missouri. Did you know there was a talc verdict in Missouri?
A. Yes. I'm not familiar with the name, but I know that there was a talc verdict in Missouri.
Q. All right. And you know it was for approximately $4 billion?
A. Yes.
Q. And were you involved in the booking of that verdict?
A. No.
Q. Who was, do you know?
A. I don't know. It was not within my area of responsibility.

Q. So in your area of responsibility, who does the accounting, the physical entry of information in the books when a verdict has to be booked?
A. In my current.
Q. When you were the CFO of Consumer Health?
A. In my area of responsibility.
Q. Yes?
A. It was a combination of my team, who was in the field, the shared services of Johnson & Johnson, the tax team of Johnson & Johnson, the supply chain finance. There's a large number of people. Some of them fall under my responsibility, some of them don't.
Q. Let me show you Kenvue-1, page 17, is a slide Journal of Entry for Ingham verdict. When you were the CFO of the consumer group for Johnson & Johnson, did you ever see accounting records that look like this?
A. No, I did not see.
Q. So this is not something that's familiar to you at all?
A. Not at all. I don't go into this level. This seems to be SAP, given the title, but I don't go into the SAP myself.
Q. What's an SAP?
A. It's our SAP journal entry. That's the system of record for accounting -- for accounting or ERP,

enterprise -- Enterprise Management System.
Q. So is the SAP journal a company wide journal for all of J&J?
A. Yes. There are multiple instances of SAP in Johnson & Johnson. There's not only one. They probably are interconnected.
Q. You believe they're interconnected?
A. Yes, because ultimately they add up to one financial statement.
Q. And when you were the CFO of the consumer group for Johnson & Johnson, did the people under you use the SAP journal?
A. Yes.
Q. And who specifically was responsible for making the entries in the SAP journal that worked for you?
A. Many people. In the accounting team, in the regional team, tax teams. There's many people who will do entries into SAP.
Q. So there are multiple people with authorization to make the entries.
Is that fair?
A. That's fair.
Q. So I'm looking at -- maybe you can just explain some of this. In this journal, it talks about a

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company code. Do you see that?
A. Yes.
Q. What is that supposed to reflect?
A. I don't know. I don't know the specifics.
Q. Does every company have a different code? Every subsidiary have a different code when there are entries related to that company in the journal?
A. Most likely, yes.
Q. Do you know what the company code was for the Consumer Health --
A. I don't know.
Q. -- Division?
A. No.
Q. Who would know that?
A. Probably someone in the accounting team.
Q. And Let me pull this up for 6. I just blew up where it says, posting date. You see that?
A. Yes, I do.
Q. And it says 7/15/2021. See that?
A. Yes.
Q. Is that the date that, according to this, that the Ingham verdict was posted in the J&J accounting ledgers?
A. I don't know because I didn't do it.
Q. Was that seemed to be logical to you based if

this is a true and accurate copy of the J&J ledger?
MS. FOURNIER: Objection.
THE WITNESS: I don't see Ingham in the printout of the system. It's just in the title.

BY MR. PLACITELLA:
Q. Yeah. Well, I'll represent to you this came from Johnson & Johnson's lawyer, so I'm assuming that's correct?
A. Okay.
Q. Okay. So if this was the Ingham verdict, does it make sense to you that that was posted on 7/15/2021?
MS. FOURNIER: Objection.
THE WITNESS: It's a posting that happened on 7/15/2021.

BY MR. PLACITELLA:
Q. Okay. And that was for an amount of $2,562,859,121.16?
A. That's what he says. Yes.
Q. Right down to the penny they did it?
A. Right down to the penny. That's what he says. Yes.
Q. All right. And see on the bottom, it says company code 6101?

A. Yes.
Q. And it says JJCI. Do you see that?
A. Yes.
Q. That's Johnson & Johnson Consumer, Inc?
A. I don't know what it stands for, but probably.
Q. If it was Johnson & Johnson Consumer Inc, that would have been under your domain, correct, at the time?
MS. FOURNIER: Objection.
THE WITNESS: Not necessarily. No. I don't know exactly what legal entity was under my domain. There's a combination of legal entities that are under my domain.

BY MR. PLACITELLA:
Q. Well, if Johnson & Johnson Consumer Inc was making baby powder at the time, would that have been under your name, under your domain?
MS. FOURNIER: Objection.
THE WITNESS: Not necessarily, because the sales land in my management PNL, I don't know where they actually are produced. There may have been a manufacturing arrangement, or something that. In the end, it landed in my PNL, which is my responsibility.

BY MR. PLACITELLA:

Q. Okay, so this is September 15 -- I'm sorry, July 15, 2021, correct?
A. Yes.
Q. Okay. On four days later, on July 19, 2021, there's a meeting of the Board of Directors. See that?
A. Yes.
Q. Was that about Project Plato?
A. No.
Q. What was that about?
A. The only meetings that I participated in the Johnson & Johnson board, the CEO, where it was Tebow or the previous CEO, or Worldwide Chair to be precise, we provided just an update, a business update of the consumer segment.
Q. On that same day, go to view 26, 07/19 at 8:00 at night. You see that?
A. Yes.
Q. Okay. And the subject is Project Plato?
A. Yes.
Q. Is it normal to have meetings 8:00 at night?
A. I have meetings at 7:00 a.m., at 8:00 at night.
Q. You're as crazy as I am?
A. Yeah.
Q. All right?

A. And I have a global team, so sometimes I don't know where people were, but sometimes we have people in Asia who need to connect.
Q. So the same day you had the meeting with the Board of Directors, that night, you had a meeting with a group of people about Project Plato over Zoom, on 719?
A. Yeah. This happened on 719. Yes.
Q. And that was four days after the Ingham verdict was booked, correct?
A. Yes. According to these dates, yes.
Q. And the meeting was called by the general counsel Michael Uman, correct?
A. From Michael Uman, yes.
Q. And there were various people, Eric Kas was part of this, Valerie Knussin, Christopher Andrew. Do you know the purpose? Do you remember what was discussed at that meeting that was not legal advice?
A. It may have been other elements of Project Plato.
Q. Do you have a specific recollection of what elements?
A. I usually got involved in the funding elements, and that's why I was probably invited.
Q. Okay. What was your role in determining what assets should be allocated to LTL?

A. My role was to determine precisely what assets, and what would be the potential royalty stream -- of the value of that royalty stream.
Q. So it was your decision as to what assets should be sent to LTL?
A. It was one of the recommendations, yes.
Q. And why did you recommend those specific assets be transferred to LTL?
A. They're not transferred. It's not an asset transfer. It's a royalty stream, so they get access to that royalties. I don't know who actually owns the stream.
Q. So LTL is not getting any assets then, they're just getting the rights to money?
MS. FOURNIER: Objection.
THE WITNESS: That's my understanding.

BY MR. PLACITELLA:
Q. All right. So no assets were transferred to LTL, as far as --
A. I don't know that. I know they get the royalty streams.
Q. And when you say royalty streams, that just means the right to revenues?
A. The right to revenues. I don't know if it's

revenues, but it's a right to a flow of money.
Q. Why did you do that?
A. Because I was asked to provide alternatives.
Q. For what purpose?
A. For the funding of LTL.
Q. Why did you have to fund LTL? What was the purpose?
A. I don't know exactly the purpose, but I was asked to deliver options, which I did.
Q. Did they tell you how much money or how much funding you were supposed to provide to LTL?
A. We were given a range, alternatives.
Q. When you say we were given, by whom?
A. I don't know exactly. Probably the team that's here.
Q. So the lawyers told you how much money you should allocate in terms of royalties to LTL?
A. No, they did not. They just asked me for scenarios.
Q. Well, did they give you a range of values?
A. I don't recall having been given a range. I just provided the streams of the different products, and a decision was made.
Q. And a decision was made. What do you mean by that?

A. About which royalty streams would be allocated to LTL.
Q. Did you give other alternatives?
A. Probably, yes.
Q. What were they?
A. I don't remember which -- I actually don't remember which they are now.
Q. Why did you pick these?
A. Because of the amount.
Q. I'm sorry?
A. Because of the amount.
Q. Oh, okay. That's what I'm asking. So why that amount?
A. Because I was given a range, and the combination of these royalty streams provided that amount.
Q. So what was the purpose of putting those royalty streams in LTL?
A. I don't know that.
Q. Is it fair to say that other than those royalty streams that were given to LTL, nothing else changed as it related to the Consumer Health sector?
MS. FOURNIER: Objection.
THE WITNESS: I'm not aware of any other changes.

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BY MR. PLACITELLA:
Q. Was the purpose of the funding of LTL ever discussed at any meetings that you were at?
A. I don't recall having had a conversation about the purpose. I know I was given the request to provide alternatives scenarios, which I did.
Q. Did you ever have an understanding of the purpose?
A. It was related to the funding of LPL. I didn't know other than that, no.
Q. Do you know if it had anything to do with talc liabilities?
A. It had to do with funding of LTL.
Q. Did that have to do with anything for talc liabilities, did you know?
A. LTL houses the talc liabilities.
Q. What was your understanding of the purpose of LTL?
A. To house the talc liabilities.
Q. And whose idea was that?
A. I don't know.
Q. So as we sit here today, is it fair to say that other than providing revenue streams to LTL, all the assets of the consumer group that was in charge of

manufacturing baby powder stayed exactly the same?
MS. FOURNIER: Objection.
THE WITNESS: Can you repeat the question?

BY MR. PLACITELLA:
Q. Sure. The granting of royalty rights to LTL didn't change the operations of the manufacture and sale of baby powder at all.
Is that fair?
MS. FOURNIER: Objection.
THE WITNESS: They did not change the manufacturing.

BY MR. PLACITELLA:
Q. I want to show you Exhibit-28. And this is a memo dated 10/05/2021, subject 2022, adjusted view, and it's to Mr. Duato and yourself for Mr. Mongon, correct?
A. Yes.
Q. Are you familiar with this?
A. Yes.
Q. And it talks about Project Plato, correct?
A. Yes.
Q. And it says, Project Plato, no impact for the enterprise. What does that mean?
A. It means that in the overall scheme of the

combination of all the legal entities, or all the entities that Johnson & Johnson had, it's just a different stream. But it doesn't impact -- there's no outflow outside Johnson & Johnson.
Q. I'm sorry. There's no outflow. What do you mean?
A. Outflow of revenues. So it's all inter company.
Q. It's all inter company?
A. Inter different legal entities within Johnson & Johnson. Yes.
Q. So the project Plato will not harm Johnson & Johnson at all.
Is that what you're saying?
MS. FOURNIER: Objection.
THE WITNESS: No, I'm not saying that. What I'm saying is that there is no outflow of revenues outside Johnson & Johnson.

BY MR. PLACITELLA:
Q. That's what you mean by no impact on the enterprise?
A. Yes. It's just intercompany it's -- instead of going here, it goes here.
Q. So somebody's just moving the assets around?

MS. FOURNIER: Objection.
THE WITNESS: It's the flow.

BY MR. PLACITELLA:
Q. The flow of the asset. But there is the potential -- I'm sorry?
THE REPORTER: Is that a yes, you said yes?
THE WITNESS: Yes.

BY MR. PLACITELLA:
Q. But there is the potential for flow of assets outside Johnson & Johnson if judgments have to be paid related to the talc litigation, correct?
A. Likely, but I'm not the decision maker on that. Yes.
Q. I want to show you Exhibit 29. Exhibit 29 is a 10/10/21 draft memo. Have you ever seen this document before?
A. No. I don't know. This is just a page that I know where it comes from.
Q. Okay. This question inside this document asks, why is Johnson & Johnson taking these actions instead of waiting to assess the Bellwether cases in the multi district litigation, and what could be learned from them? And the highlighted part I have underneath

says, if only a small fraction of pending cases yields these types of awards, the assets available to pay current and future claimants could be exhausted. See that?
A. I see that, yes.
Q. Do you know what that means?
A. I don't. This is the first time I see this document.
Q. Had you ever done an analysis in your job as either the CFO of the Consumer Health Group, or of Kenvue, about whether the assets of either company could be exhausted because of the talc --
A. No, I have not.
Q. In conjunction with Project Plato, did you ever have any meetings with Goldman Sachs?
A. In conjunction with Project Plato, I don't think so, no.
Q. Have you ever heard of something called Project Diamond?
A. Yes.
Q. Did you did you ever have any meetings with Goldman Sachs related to Project Diamond?
A. Many.
Q. Let me ask you this, did you understand that there was a company at one point called Johnson &

Johnson Consumer, Inc., that was under your domain?
MS. FOURNIER: Objection.
THE WITNESS: I don't know exactly the composition of the legal entities under my area of responsibility. There were multiple.

BY MR. PLACITELLA:
Q. Do you know whether the Johnson Baby Powder assets were transferred from one Johnson & Johnson legal entity to a new Johnson & Johnson legal entity? Had you ever heard that?
MS. FOURNIER: Objection.
THE WITNESS: They were transferred, yes.

BY MR. PLACITELLA:
Q. Okay.
A. I heard about that.
Q. And do you recall that it was something known as Old JJCI and New JJCI? Have you ever heard that before?
MS. FOURNIER: Objection.
THE WITNESS: I don't know the specifics of the old or the new.

BY MR. PLACITELLA:

Q. Do you know that when that transfer took place, whether anything operationally had changed as it related to the sale, and marketing, and manufacturing of Johnson's Baby Powder?
A. Not operationally, no.
Q. Okay. Before you said that you -- we've been going for about an hour. How do -- you just tell me when this might be a good time to break?
MS. FOURNIER: Okay.
MR. PLACITELLA: Okay.
THE VIDEOGRAPHER: Time is 10:06 a.m. We're now going off the record.

(At this time, a short break was taken.)

THE VIDEOGRAPHER: It is approximately 10:20 a.m. We are now going back on the record.

MS. FOURNIER: And Chris, just before you get started, I have copies for you of the update that you requested.
MR. PLACITELLA: I found it online, I think.
MS. FOURNIER: Okay, thanks.
MR. PLACITELLA: My guy tell me there's nothing again. Thanks. Ready?

BY MR. PLACITELLA:
Q. All right. Well, let's talk a little bit about Project Diamond. When is the first time you heard of Project Diamond?
A. Back in May, in the summer of '21.
Q. And what were the circumstances?
A. It was about the separation of the consumer segment from Johnson & Johnson.
Q. Was it at a meeting that you learned, a phone call, a memo? How did you learn?
A. My former manager called me to his office.
Q. And who was that?
A. Joe Walk.
Q. Joe Walk. And what did he say to you?
A. That we were formally starting the process of the separation of Johnson & Johnson.
Q. And what was the reason expressed to you for why that was happening?
A. To create two champions in the respective industries. So Johnson & Johnson in the medical device and pharmaceutical area, so in healthcare, and Consumer Health in the consumer segment.
Q. And do you know who made that decision to do that separation?
A. I understand that the proposal was made by the

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leaders of Johnson & Johnson to the board.
Q. And when you say the leaders, what do you mean by that?
A. It included my boss, current CEO, former CEO of Johnson & Johnson.
Q. And do you know what the impetus was for that?
A. Yeah. To create two champions in respective areas, and to create focus on respective industries.
Q. Okay. But do you know what caused that change, like, that change of heart?
A. I understand that that had been thought about for some time before, so the moment was right. Given the fact that the skills necessary to succeed in Consumer Health are becoming more and more specialized, so much more consumer focused, much more digital in that regard.
Q. Do you have any idea why they call the Project Diamond?
A. No, but I like it. It's a diamond in the rough.
Q. Okay. Not that rough out there, is it?
MS. FOURNIER: Objection.
THE WITNESS: It's a beautiful portfolio.

BY MR. PLACITELLA:

Q. There you go. Did there come a time when you became deeply involved in that project?
A. Yes.
Q. How long after you had the conversation with your boss did you become deeply involved in that project?
A. Immediately.
Q. Immediately. How much of your time was taken up from that point forward in May of '21, going forward with Project Diamond?
A. It started probably with half of my time and increasingly to maybe 80 percent of my time.
Q. And you indicated that in connection with Project Diamond, you had many meetings with Goldman Sachs.
Do you recall that?
A. Yes.
Q. What was Goldman Sachs's role?
A. Jonathan Sachs was the advisor to Johnson & Johnson.
Q. Advisor, in what capacity? What did they do?
A. Investment Banking.
Q. And what specific advice did they give as it related to the spinoff of Kenvue?
MS. FOURNIER: Objection to form.

THE WITNESS: It was about the form of the separation, the financial aspects of separation.

BY MR. PLACITELLA:
Q. Did you also have outside legal counsel?
A. Yes.
Q. And was that the Cravath Firm?
A. Yes.
Q. Did you personally meet with the Cravath Firm?
A. Over Zoom. Yes.
Q. Over Zoom, because this was during COVID?
A. Yes. And sometimes, even recently.
Q. And even recently?
A. More recently, yes.
Q. And how many meetings did you have with the Cravath Firm?
A. Dozens of meetings.
Q. What was the role of the Cravath Firm?
A. They are Johnson & Johnson's advisors.
Q. They weren't Kenvue's advisors. They were?
J&J's advisors, correct?
A. Correct.
Q. And when did you first meet with Cravath?
A. I don't recall.
Q. And when you say advisors, what was their

purpose? What were they advising on as it related to the -- without giving any legal advice?
A. I don't know the specifics, but they participated in multiple meetings, making sure that we did the right things.
Q. Okay. I'm going to show you -- I want to show you Exhibit-12, which is an affidavit from our declaration from John Kim. Do you know who he is?
A. John --
Q. John Kim? He was in the legal department at?
J&J?
A. I don't recall his name.
Q. He states in his affidavit to the court that in December 2022, New JJCI changed its name to Johnson & Johnson Holdco NA Inc. See that?
A. Yes.
Q. Are you aware of that?
A. It's the first time I see it.
Q. First time?
A. Yes.
Q. So you never knew, even though you were the CFO, that they were changing names of the companies that you were in charge of?
A. Correct.
MS. FOURNIER: Objection.

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BY MR. PLACITELLA:
Q. Do you know if this change happened in December 2022, who were you working for at the time?
A. I was part of Johnson & Johnson because Kenvue did not exist back then as a company.
Q. And JJCI, Johnson & Johnson Consumer, that was under your purview at the time, correct?
MS. FOURNIER: Objection. Asked and answered.
MR. PLACITELLA: Excuse me, please don't do that. I'm just asking. Don't do it. I don't want to get the judge on the phone, ask an answer. Please don't do that. Please don't do it. Please don't do it. Okay. Okay. I'm just asking you nicely so we don't get into a thing.
MS. FOURNIER: Okay. Go ahead.
MR. PLACITELLA: Can you read my question back?
(At this time, the court reporter read back from the record as was requested.)

THE WITNESS: I don't know specifically what legal entities were under my purview. What I know is I was the CFO of the Consumer Health health segment.

BY MR. PLACITELLA:

Q. That was -- in that segment was the manufacturing sale of Johnson's Baby Powder. True?
A. I don't know what legal entities produced, but ultimately we got the credits. The numbers fell under my area of responsibility.
Q. Right. So when you were doing your financial statements, the profits or losses related to baby powder ultimately was charged to you?
A. To the sale of baby powder, yes.
Q. It goes on and indicates -- Mr. Kim goes on, and his sworn affidavit indicates that in early January 2023 -- now, at that time, in January 2023, were you working for J&J or Kenvue?
A. I was still working for Johnson & Johnson.
Q. So at that point, you were the CFO designate, designate for Kenvue?
A. Yes.
Q. All right. It said Holdco and CFO of --
A. The Consumer Health segment of Johnson & Johnson.
Q. I know you had a lot going on there?
A. Yes.
Q. Okay. In January 2023, it says Holdco transferred its consumer business assets. That's something that you have purview over, right, the

consumer business assets?
A. The consumer business assets, yes.
Q. Right. To its parent entity. Do you know about that?
A. I don't know how their assets were transferred, no.
Q. All right. So even though you were the CFO in charge of the consumer business assets, they never told you that they were transferring those assets to another entity, correct?
A. No.
Q. In January 2023, approximately what was the value of the consumer business group that you were in charge of?
A. Sales were about $15 billion dollars.
Q. And what about the equity?
A. In January '23, there was no equity because it was part of consumer -- Johnson & Johnson.
Q. So you had about $15 billion in sales then, and that -- the assets that generated those sales were transferred to another entity, and they never told you about it?
A. There were asset transfers, and legal entities formed to get ready for the separation. Yes. But then I don't know the specifics of how they were transferred.

Correct.
Q. So at that time, were you familiar with Janssen Pharmaceuticals?
A. Yes.
Q. Did you ever have any interaction with the people at Janssen Pharmaceuticals?
A. No. They were a different sector.
Q. When you say different sector, what do you mean by that?
A. I was in charge of the Consumer Health sector. There was pharmaceuticals and medical devices. Those are the three sectors that Johnson & Johnson.
Q. So did you know that your entire operation, the Consumer Health sector was and all the assets there, were transferred to Janssen Pharmaceuticals in January 2023?
MS. FOURNIER: Objection.
THE WITNESS: No, I didn't know that.

BY MR. PLACITELLA:
Q. Today the first time you're hearing that?
A. No.
Q. When is the first time you heard about that?
A. A couple of weeks ago.
Q. How did you find that out?

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A. In preparation for our meetings.
Q. So until you met with the lawyers, you never knew that the $15 billion revenue stream that you were in charge of, and that you were the CFO, was actually transferred to the pharmaceutical division?
A. No.
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Do you find that unusual?
MS. FOURNIER: Objection.
THE WITNESS: I there's many ways of doing separations, and so I don't know the details. I'm not an expert in that field, so it's possible that it may have gone that way. I don't know why.

BY MR. PLACITELLA:
Q. No one ever told you you were actually working for Janssen Pharmaceuticals for a while?
MS. FOURNIER: Objection.
THE WITNESS: I don't think -- I don't remember having worked there. No one told me for sure.

BY MR. PLACITELLA:
Q. Okay. So when Janssen Pharmaceutical had all

the assets of your company under its roof, no one ever told you that?
MS. FOURNIER: Objection.
THE WITNESS: No.

BY MR. PLACITELLA:
Q. Do you have any idea who made that decision to transfer all of the assets of the company that you were the CFO of to Jansen?
A. I have no idea. No.
Q. Do you have any idea the reason?
A. No, I don't know.
Q. As the CFO of the Consumer Health Division, did you ever have any interaction whatsoever with Janssen in relation to the spinoff?
A. None whatsoever.
Q. I want to show you what's Exhibit-12 doc 54, which has been represented to the court as being an organizational structure for Johnson & Johnson. Do you see that?
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Okay. And see where it says Johnson & Johnson, Janssen. Johnson & Johnson Holdco. See all

that?
A. I do, yes.
Q. Okay. In January of 2023, which of the entities in these boxes were you working for?
MS. FOURNIER: Objection.
THE WITNESS: For Johnson & Johnson, for sure, but I don't know specifically for which other subsidiary, where exactly my payroll came from.

BY MR. PLACITELLA:
Q. Did you have anything to do with Johnson & Johnson Holdco. Inc that's in this diagram at that point in time?
MS. FOURNIER: Objection.
THE WITNESS: No.

BY MR. PLACITELLA:
Q. Today's the first time you learned that you were actually working for Janssen?
MS. FOURNIER: Objection.
THE WITNESS: Yes. I don't know if I ever was working for Janssen.

BY MR. PLACITELLA:
Q. Okay. Is there a way to find that out? How

do we find that out? Who would you ask?
A. Who would you ask? You would probably ask HR or someone in the legal team, what the legal entity paid me.
Q. You're a pretty sophisticated, educated guy, right?
A. Right. Okay. I think so.
Q. Is it important for you to know who you're working for and when?
MS. FOURNIER: Objection.
THE WITNESS: It does not impact my mind performing my job, no.

BY MR. PLACITELLA:
Q. Okay. So is it fair to say, because I'm going to shorten the deposition significantly, you have no information whatsoever about the assets of your company being transferred from Johnson & Johnson Holdco to Janssen?
A. True.
Q. At some point in time, what specifically -- strike that?
I want to show you the J&J 10-K from 2022. It's Kenvue-8.
A. Sorry, can you specify? Is it J&J 10-K?

Q. Yes.
A. Okay.
Q. You've seen this before?
A. I have not seen this document.
Q. That's not something that you would be privy to or have responsibility for in any way as the CFO of Consumer Health?
MS. FOURNIER: Objection.
THE WITNESS: No.

BY MR. PLACITELLA:
Q. On this page 14 of the 10-K, it talks about the plan separation of the company's Consumer Health business. See that?
A. Yes.
Q. It says in November 2021, the company announced its intention to separate the company's Consumer Health. You see that?
A. Yes.
Q. Were you involved with that announcement?
A. I was aware of it, yes. I don't remember.
Q. With the intention to create a standalone, publicly traded company which was subsequently named Kenvue Inc. See that?
A. Yes.

Q. It then says, the plan separation is intended to qualify as a tax free transaction. What does that mean?
A. That the shareholders of Johnson & Johnson would not incur in taxes as a result of the separation.
Q. And how does that work?
A. It's the way the separation was structured.
Q. Were you involved in doing that?
A. No.
Q. As far as you know, Project Diamond involved from what you were told, involved asset transfer from J&J to Kenvue?
A. Yes.
Q. Okay. I put up here, as Kenvue for the S1 for Kenvue. And you reviewed that and you signed off on it, correct?
A. Correct.
Q. Am I correct in the S1, Janssen is mentioned nowhere?
A. I don't recall if it was ever mentioned.
Q. Okay. If Janssen actually owned the assets of your company which were being transferred to Kenvue, shouldn't they have been in the S1?
MS. FOURNIER: Objection.
THE WITNESS: No. If it wasn't relevant.

BY MR. PLACITELLA:
Q. How is it not relevant?
A. If it's not relevant to the transaction, it probably wasn't necessary to be mentioned.
Q. You don't think it's relevant if you're getting $15 billion revenue stream from another company to mention it?
MS. FOURNIER: Objection.
THE WITNESS: I don't know the specifics of where it comes from. I know that Kenvue was formed with these assets and liabilities.

BY MR. PLACITELLA:
Q. Do you know -- so is it fair to say, as you sit here, you have no information about whether or not Janssen was compensated in any way in the spinoff?
A. I don't know.
Q. Do you know whether J&J was compensated in any way as part of the spinoff?
A. Johnson & Johnson is getting close to $8 billion in cash that Kenvue raised and transferred as a consideration for the transaction. And as of today, they still own close to 90 percent of Kenvue stock.

Q. So you raised $8 billion as part of the IPO?
A. Not as part of the IPO, separate transaction.
Q. How did you get the $8 billion?
A. We raised debt.
Q. And as of today, J&J still owns 90 percent?
A. Correct.
Q. But the reason you filed the S4 was part of the stock swap, for lack of a better term, correct?
A. Split. Yes. Split.
Q. Okay. Let's just talk about the separation for a second. So you have the J&J, the parent, right, up here?
A. Uh-huh.
Q. And what happens in the separation is the entire Consumer Health business is separated out to Kenvue, correct?
A. Correct.
Q. Lock stock and barrel?
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Right?
A. It is separated.
Q. Right. All the employees go, correct?
A. Not all the employees went. Some employees

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were actually shared.
Q. Shared, okay. Did all of the manufacturing assets go, unless they were shared?
A. Yes.
Q. All of the marketing assets follow and go into Kenvue?
A. Yes.
Q. What was left behind of the consumer health sector after the separation of Kenvue? And when I say left behind, I mean in J&J?
A. Everything under the Consumer Health sector was transferred over. So anything related to the assets, people, plants okay, the brands. And for that, we pay the consideration of close to $8 billion.
Q. So as it related to the manufacture and sale of Johnson's baby powder, was anything left behind?
MS. FOURNIER: Objection.
THE WITNESS: Not that I'm aware of, no.

BY MR. PLACITELLA:
Q. Did Kenvue employ -- could Kenvue employ any of its own consultants as part of the negotiating the separation?
MS. FOURNIER: Objection.
THE WITNESS: No, they were employed by

Johnson & Johnson.

BY MR. PLACITELLA:
Q. So was there any negotiation at all on behalf of Kenvue?
A. On the edges, but I'm sorry, on the left, on the edges. So we basically followed the guidelines from Johnson & Johnson.
Q. When you say on the edges, what do you mean by that?
A. If we wanted to discuss the starting balance sheet cash position, I could make an argument a couple million more, couple million less. But that's what I mean on the edges.
Q. Other than that, the entire transaction was under the control and direction of Johnson & Johnson?
MS. FOURNIER: Objection.
THE WITNESS: Yes.

BY MR. PLACITELLA:
Q. So you didn't have any independent counsel consultants representing Kenvue to make sure that you were treated fairly at Kenvue?
MS. FOURNIER: Objection.
THE WITNESS: Correct.

BY MR. PLACITELLA:
Q. And was the decision not to provide you -- not to have any independent counsel or consultants, a decision made by Johnson & Johnson?
MS. FOURNIER: Objection.
THE WITNESS: It was a decision made by Johnson & Johnson that we agreed with. And based on my experience and advisors experience, it's probably one of the smoothest separation that they have seen in terms of making sure that we stand up two great companies.

BY MR. PLACITELLA:
Q. Okay. Is it fair to say that Kenvue is essentially the same company from the Consumer Health perspective, that existed back when you first learned of Project Plato in July of 2021?
MS. FOURNIER: Objection.
THE WITNESS: It's not the same. It's the same as it was before the separation, but not back in, back then.

BY MR. PLACITELLA:
Q. Okay. So it's the same exact company --
A. No.

Q. -- operationally as it was from before the separation?
MS. FOURNIER: Objection.
THE WITNESS: Right before the separation? Yes.

BY MR. PLACITELLA:
Q. Okay. Johnson's brand name was transferred to Kenvue. True?
MS. FOURNIER: Objection.
THE WITNESS: I don't believe that the Johnson's brand name was transferred to Kenvue. We have the right to use the Johnson's brand name.

BY MR. PLACITELLA:
Q. Okay. This is your S4?
A. Yes.
Q. Okay. I'm looking at page 64 of the S4. It says, in addition, Kenvue's continued use of Legacy Johnson & Johnson branding could adversely affect Kenvue's reputation. I'll get to that in a little bit. In connection with the separation, Johnson & Johnson has transferred ownership of the intellectual property rights related to the Johnson's brand to Kenvue.
Is that correct?

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A. Yes.
Q. And it says -- it also goes on to say that Kenvue has continued to use Johnson's brand even following the completion of the IPO, correct?
A. Correct.
Q. It also says, that Johnson has granted to Kenvue the non-exclusive, non-sublicensible, non-assignable, royalty free, fully paid up, worldwide license to use certain intellectual property rights by Johnson & Johnson that can be used in the conduct of its business, including the Johnson & Johnson name and signature, correct?
A. Yes.
Q. So in other words, you could use the name Johnson & Johnson consistent with your business purpose, and you don't have to answer to J&J anymore about that?
MS. FOURNIER: Objection.
THE WITNESS: I don't know if we need to answer to them anymore, but we can use it.

BY MR. PLACITELLA:
Q. You don't have to pay for it. You don't have to give them royalty streams, nothing?
A. Correct.
Q. Okay. But before that, it actually says that

the property rights for the Johnson's brand was transferred to you, correct?
A. Yes.
Q. Under the section of the discussing risks related to Kenvue's business and industry, it says Kenvue's brands are critical to his success, correct?
A. Yes.
Q. And that includes the Johnson's brand?
A. Yes.
Q. And damage to Kenvue's reputation or brands could adversely affect Kenvue's business results of operations or financial condition. See that?
A. Yes, sir.
Q. In constructing the S4, did you evaluate the financial risk to Kenvue because of the possible disruption of the Johnson's brand by virtue of talc litigation?
MS. FOURNIER: Objection.
THE WITNESS: We did not.

BY MR. PLACITELLA:
Q. Why not?
A. Because the brands were going to be transferred regardless.
Q. But if the brand is harmed, doesn't that harm

Kenvue?
A. Yes.
Q. So isn't that a risk, a significant risk to Kenvue, that one of your primary brands is in harm's way?
MS. FOURNIER: Objection.
THE WITNESS: Yes.

BY MR. PLACITELLA:
Q. And when you did the investor presentations related to the stock swap, did you ever disclose that?
A. Yes.
Q. How?
A. Investors asked about litigation.
Q. And you told them what?
A. That the litigation related to the talc cases in the U.S. and Canada are not Kenvue's responsibility, and that they are housed under a Johnson & Johnson's legal entity called LTL, which is information is of public domain. Therefore we have no liability to those claims.
Q. Well, what's the basis for that representation?
MS. FOURNIER: Objection. You can answer the question to the extent you can without revealing

privileged information or your discussion of lawyers, advice of lawyers.
THE WITNESS: That's what the disclosures mentioned.

BY MR. PLACITELLA:
Q. But what's the basis for you saying that it's all an LTL? How do you know that that's true?
A. Because that's what was represented to me by the legal teams of Johnson & Johnson and verified by our legal teams.
Q. You understand that the bankruptcy of LTL has been dismissed now for the second time?
A. I do, yes.
Q. Do you have any worries about that as it relates to Kenvue?
A. No, because it doesn't impact Kenvue.
Q. How so?
A. Because it's a matter related to the LTL subsidiary that is Johnson Johnson's responsibility, not Kenvue's.
Q. So as far as you know, you have no financial risk related to the talc litigation whatsoever?
A. In the United States and Canada, correct.
Q. Did you start, when you started Kenvue, did

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you start an entirely new accounting system?
A. No.
Q. Did you use the same accounting system that was used for Consumer Health when you were the CFO of Consumer Health at J&J?
A. Yes.
Q. Did you -- What physically happened? Did you just move it from one server to another?
MS. FOURNIER: Objection to form.
THE WITNESS: We created what is called a clone, so it's copy. And then we start working on our own financial statement, our financial system. And Johnson & Johnson has their own. And there are a few interconnections that are necessary because we're still part owned by Johnson & Johnson.

BY MR. PLACITELLA:
Q. Okay. Well, I wanted to ask you some questions about that. So you cloned the system?
A. Yes. Two different systems.
Q. Right. And so Johnson and Johnson -- at the day that you did the spinoff, you and Johnson & Johnson had the same accounting records in your possession related to the Consumer Health division, correct?
A. Yes.

Q. And from that point forward -- so all of the historical information that was in the Johnson & Johnson accounting system was transferred over to you, as related to the Consumer Health division?
MS. FOURNIER: Objection.
THE WITNESS: Yes, related to the Consumer Health Division.

BY MR. PLACITELLA:
Q. All the sales, all the expenses, all the assets, they were all cloned at that point?
A. They were transferred. Yes. And cloned. And there are a few elements that cannot be literally transferred because they're allocations.
Q. And then you say there are still connections between the systems?
A. We have to make entries in the J&J system because we're still owned by, 90 percent by Johnson & Johnson.
Q. When you say you have to make entries, do you have physical access to the J&J system in your offices?
A. To certain parts, protected by security so that we have only access to the parts that are relevant to us, that we have access to.
Q. What parts are relevant to you?

A. Parts that are relevant to the Consumer Health segment.
Q. So you have access to all of the accounting systems of J&J that are relevant to Consumer Health?
A. The parts that are relevant to Consumer Health, and where transactions need to be posted, yes.
Q. What kind of transactions would you need to post in the J&J accounting system?
A. I don't know the specifics, but since we are owned 90 percent by Johnson & Johnson, there's several transactions that need to be posted.
Q. Does Johnson & Johnson have the ability to look inside your systems?
A. I'm not sure. I'm not sure.
Q. Who would know that?
A. My accounting team.
Q. Who specifically would you ask?
A. My controller, who is named Heather Howlett.
Q. I'm sorry?
A. Heather Howlett.
Q. Heather Howlett. Okay. And Johnson & Johnson, what rights do they have to know what's in your accounting systems now?
MS. FOURNIER: Objection.
THE WITNESS: They need to go through a

specific protocol to ask for information because we're two different companies.
BY MR. PLACITELLA:
Q. Right. If I was a stockholder in Kenvue, can I do that?
MS. FOURNIER: Objection.
THE WITNESS: Can you do what?

BY MR. PLACITELLA:
Q. Do I have the same access as Johnson & Johnson does? They're an owner. I'm an owner. I bought a share of Kenvue. Do I have the same access Johnson & Johnson does?
MS. FOURNIER: Objection.
THE WITNESS: I don't know specific rights that you would have as an individual versus, say, a company that owns 90 percent.

BY MR. PLACITELLA:
Q. The objective is for Johnson & Johnson not to own 90 percent though, correct?
A. They stated that their objective is to not be a minority shareholder any longer before the end of the year.
Q. So they want to have less than 50 percent% by

the end of the year?
A. That's the definition. Minority ownership, yes.
Q. Okay. Is that stated in an internal document somewhere?
A. Internal, and they have publicly stated that as well.
Q. How are they going to make that happen?
MS. FOURNIER: Objection.
THE WITNESS: Through the exchange offer that is happening as we speak.

BY MR. PLACITELLA:
Q. And that closes tomorrow?
A. It closes on Friday the 18th.
Q. Sorry, Friday. What happens on Friday?
A. It gets determined how many shareholders of Johnson & Johnson tendered their shares in exchange for Kenvue shares at a certain ratio.
Q. How does Johnson & Johnson become less than a 90 percent owner as a result of that transaction?
A. By giving shareholders, Johnson & Johnson shareholders, their Kenvue shares in exchange for the J&J shares.
Q. Well, that's how the investors get interest.

But how does Johnson and Johnson's 90 percent ownership decrease as a result of that transaction?
MS. FOURNIER: Objection.
THE WITNESS: Because they have converted J&J shares into Kenvue shares at a certain ratio.

BY MR. PLACITELLA:
Q. Okay. And that ratio will be determined as of Friday?
A. Yes, that is correct. Yes.
Q. How many Johnson & Johnson shares do you own currently?
MS. FOURNIER: Objection.
THE WITNESS: I do not own any Johnson & Johnson shares at this point. I have unvested options, but I do not own shares.

BY MR. PLACITELLA:
Q. Did you at one point?
A. Yes.
Q. What was the maximum value of the shares that you own?
MS. FOURNIER: Objection.
THE WITNESS: I don't recall exactly the value because some of them are vested, some of them are

unvested, so it fluctuates with grants and how I dispose of them.
BY MR. PLACITELLA:
Q. When's the last time you disposed of Johnson & Johnson shares?
MS. FOURNIER: Objection.
THE WITNESS: In earlier this year, was probably March, April, May of 2023.

BY MR. PLACITELLA:
Q. Was that before or after the bankruptcy was dismissed?
A. I don't recall because I didn't connect the two things that were relevant. The way that I do my finances is the moment I invest, I sell the stock, because I've always done that here, in PepsiCo, everywhere, because I'm too overweight on the company that I work for anyway.
Q. Do you have any Kenvue shares?
A. Not yet.
Q. Okay. Are you going to buy any?
A. I would be given many, I think.
Q. I think so. I read the statement. All right. I want to just go to a different area for a second. Just before I leave that, when you say J&J options, what

do you mean by that? What are the options? You own options for J&J?
MS. FOURNIER: Objection.
THE WITNESS: On base debt, yes.

BY MR. PLACITELLA:
Q. Okay. How many?
A. I don't know.
Q. Okay.
A. I don't know. 2,000, maybe.
Q. So I want to go back to the S4. There is a section on page 179.
A. Yes.
Q. That contains a map of the manufacturing footprint. See that?
A. Yes.
Q. You're familiar with that. Correct?
A. Uh-huh.
Q. And this shows all the manufacturing areas throughout the world that Kenvue currently owns?
MS. FOURNIER: Objection.
THE WITNESS: Yes. And the one that J&J owns as well.

BY MR. PLACITELLA:

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Q. The pink ones are the ones that J&J owns?
A. Yes.
Q. And the green ones are the ones that Kenvue owns, correct?
A. That's correct. Yes.
Q. Okay. And did this same map exist before the separation, but they would have all been pink?
MS. FOURNIER: Objection.
THE WITNESS: Yes.

BY MR. PLACITELLA:
Q. And the ones that J&J owns, those are manufacturing facilities that are manufacturing -- you have an arrangement with them, and they're manufacturing at least in part, for the benefit of Kenvue, correct?
A. Correct.
Q. And there's a section under it called Kenvue's Key Manufacturing Sites. You see that?
A. Yes.
Q. And it lists Lititz, Pennsylvania. And I highlighted it. See that?
A. Yes.
Q. United States, the strategic focus of Kenvue's lead facility is to produce skin, health and beauty, and

essential health products, including Listerine, Lubriderm, Aveeno, Neosporin, Desitin, and Johnson Baby Products, correct?
A. Yes.
Q. Does that include baby powder?
A. I don't know.
Q. Do you have anywhere else on here in The United States producing baby powder?
A. I don't know where it's produced.
Q. But at least here it says Johnson's Baby Products in Pennsylvania, right?
A. That is correct.
Q. And that existed before and after the separation?
A. Yes.
Q. I'm going back to the S1, which is Kenvue-4, and I'm going particularly to page 4118. You state in the S1, I highlighted it, the transfer of the talc related liabilities to Johnson & Johnson was settled through net investment from the parent. See that?
A. Yes.
Q. What does that mean?
A. I don't know the exact terms behind it.
Q. Okay. But you signed off on it. I mean, what does it mean to you?

A. That the talc related liabilities to Johnson & Johnson were settled through an investment from the -- so I don't know exactly what it means.
Q. Well, who can I ask that question to, Mr. Mongon?
A. No.
Q. You don't know. You both signed off on it. Who am I supposed to ask that question to?
MS. FOURNIER: Objection.
A. The legal teams.

BY MR. PLACITELLA:
Q. So how much of this S1 was written by the legal team that you don't understand?
MS. FOURNIER: Objection.
THE WITNESS: A lot was written by legal teams. Yes. And many aspects of some details of these I trust the legal teams.

BY MR. PLACITELLA:
Q. You have every right.
A. Yes.
Q. When you say legal teams, are you talking about the outside consultant, or Cravath, or the inside consultant?

A. Both.
Q. So when you say net investment from the parent, you don't know what that investment is?
A. No.
Q. It goes on to say, pursuant to the separation agreement. Have you ever read the separation agreement, by the way?
A. I have not read the separation agreement. I was given the highlights of the separation agreement.
Q. Who gave you the highlights?
A. The legal team.
Q. All right. Were they highlights -- what did you learn?
MS. FOURNIER: Objection. You can answer the question to the extent you're not revealing legal advice.
THE WITNESS: I was given an overview of the key separation terms.

BY MR. PLACITELLA:
Q. By whom, specifically?
A. By again, the legal team.
Q. Who?
A. Chris Andrew.
Q. Chris Andrew. And you understood at the time

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that the information that was being provided by the legal team was going to be in a public document, correct?
A. Yes.
Q. So you understood at that point there was no privilege between you and the legal team?
MS. FOURNIER: Objection.
THE WITNESS: I don't know the specifics of that privilege situation.

BY MR. PLACITELLA:
Q. Well, they didn't say to you, you can't tell what we're telling you to anybody else, right? Because it's privileged?
A. It's public. It was public. It was meant to be public.
Q. Therefore, and the factual information that's in this S1 that you signed off on, physically came from the legal team, not from you?
A. It was produced by a large team that included the internal legal team, the external team from my finance team, J&J's finance team. Many people contributed to the document.
Q. It goes on to say, pursuant to the separation

agreement, Johnson & Johnson will retain the talc liabilities and as a result, will agree to indemnify for us the talc related liabilities and any costs associated with resolving such claims?
A. Correct.
Q. Where did you get that information from?
A. From the legal teams. And that's ultimately what matters to me. Yes.
Q. And when you cited that ultimately what matters to you, what do you mean by that?
A. That Johnson & Johnson agrees to indemnify Kenvue for the talc related liabilities, and any costs associated with such claims.
Q. You go on to say at the bottom, as such, our financial statements no longer reflect the impact of the talc liabilities or any costs associated with revolving such claims subsequent to the October 21 corporate restructuring. You see that?
A. I see that.
Q. What did you mean by that?
A. That our current financial statements of Kenvue do not reflect any liabilities related in the U.S. and Canada.
Q. And that's because Johnson & Johnson agreed to indemnify you for any liabilities?

A. Yes. And they own the liabilities. We don't own them anymore.
Q. As part of the transaction of the separation, did the legal team at Johnson & Johnson ever advise you, Kenvue, that you could end up in lawsuits like this because the law would deem you the successor to the talc liabilities?
MS. FOURNIER: Objection to form.
THE WITNESS: No.

BY MR. PLACITELLA:
Q. Is that something you would want to have known before the separation took place?
MS. FOURNIER: Objection.
THE WITNESS: No, if it's irrelevant to me performing my functions, and if it doesn't affect me.

BY MR. PLACITELLA:
Q. Well, suppose Johnson & Johnson doesn't fulfill its responsibility to you to handle the talc liabilities. Would that affect your function?
A. I'm not assuming that Johnson & Johnson would not fulfill the responsibilities because it's here. I trust Johnson & Johnson? I work for them for six years.
Q. But you put in the S4 and the S1 that there

was a chance that Johnson & Johnson might not fulfill all its responsibilities.
Do you recall that?
A. Yes. For legal reasons, we have to put it. It's a remote and very unlikely case in my mind.
Q. So you're not worried about it?
A. Zero worried about it.
Q. Zero. Good. So the decision was made not to carry any talc liabilities on the Kenvue books because no matter what happened, and no matter what any court decided, Johnson & Johnson was going to pay the entire freight.
Is that fair?
MS. FOURNIER: Objection.
THE WITNESS: Yes.

BY MR. PLACITELLA:
Q. Okay. And in the context of this deposition, or hopefully you'll have to do this again, but in the context of defending Kenvue, is Johnson & Johnson paying all your legal bills?
MS. FOURNIER: Objection.
THE WITNESS: Yes.

BY MR. PLACITELLA:

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Q. So in that sense, Johnson & Johnson and Kenvue are one and the same?
MS. FOURNIER: Objection.
THE WITNESS: Not at all. No.

BY MR. PLACITELLA:
Q. Well, they're one and the same in terms of the talc litigation?
MS. FOURNIER: Objection.
THE WITNESS: No.
BY MR. PLACITELLA:
Q. How are they different?
A. Two different companies. One thing is that they would pay for the liabilities, and any costs associated resolving to such claims. So that includes legalities, et cetera. So I'm assuming that's J&J.
Q. So just to be clear then, your stockholders have, should have, zero worry about the TAC litigation?
MS. FOURNIER: Objection.
THE WITNESS: Zero worry about the talc litigation in the U.S. and Canada. Correct.

BY MR. PLACITELLA:
Q. Okay. And so there is no fear in your part at all that Kenvue would ever have to file bankruptcy

because of the talc litigation?
MS. FOURNIER: Objection.
THE WITNESS: None.

BY MR. PLACITELLA:
Q. Zero?
A. Zero.
Q. There's no way that Kenvue could ever be put in financial distress as a result of the talc litigation?
MS. FOURNIER: Objection.
THE WITNESS: No, not Kenvue.
MR. PLACITELLA: Thank you. It's 11:17. Why don't we take a five minute, ten minute break?
MS. FOURNIER: Sure.
THE VIDEOGRAPHER: It's 11:21 a.m. and we are off the record.

(At this time, a short break was taken.)

THE VIDEOGRAPHER: The time is approximately 11:37 a.m. and we're going back on the record.

BY MR. PLACITELLA:
Q. Does J&J today exercise any control whatsoever

over any of the business operations of Kenvue?
A. No.
Q. Do you have any plans at Kenvue to spinoff the baby powder operation?
A. No.
Q. I want to go to the S4. On the S4, which is Kenvue-14, there is a section where you list your various subsidiaries. Do you see that? And on the next page you list Johnson & Johnson Consumer from Belgium and Johnson & Johnson Consumer, Inc from Delaware.
Is it your understanding that those companies are now subsidiaries of Kenvue?
A. If they are under the subsidiary section, they probably are.
Q. So you now own Johnson & Johnson Consumer Inc?
MS. FOURNIER: Objection.
THE WITNESS: If this is what the document says.

BY MR. PLACITELLA:
Q. Are they separate companies or just part of your company?
A. I don't know the details. I don't know how many there are on this list, but there's certainly dozens, so I don't know.

Q. What do you think? Follow these, a couple hundred?
A. Maybe.
Q. Okay. And you don't know the reason they're here?
A. I don't know why. No.
Q. Do you know what their function is in the overall financial operation of the company? Can you --
A. I don't know.
Q. Do you know where this information came from?
A. I don't know.
Q. Who will we find out? Who do we ask?
A. The legal team. Again, they probably were asked to put together all the subsidiaries.
Q. Okay. So who in the legal team do I got to ask? I'm not asking Kristen. She won't talk to me. So who am I going to ask?
A. Tracy.
Q. I'm not asking Tracy. The Johnson & Johnson Consumer Inc., is that the same company that was making the baby powder before the separation?
MS. FOURNIER: Objection.
THE WITNESS: I don't know which company was doing the baby powder. I don't know what this company does specifically.

BY MR. PLACITELLA:
Q. Okay. And do you know -- do you know what all these -- I just have to ask the question, all these Holdco Delaware companies are?
A. I don't.
Q. Okay. I'm not going to ask you anymore questions about that. I want to go to Kenvue-9, which is the S1 statement.
You're familiar with this, correct?
A. Yes.
Q. And I'll go specifically to Kenvue 971, which is page 39 of the S1. You state, we have also faced, and could face in the future, concerns about the reliability, safety, or efficacy of the ingredients used in our products. See that?
A. Yes.
Q. What did you mean by that?
A. Well, it says that it's possible that we could face concerns about the reliability, safety and efficacy of ingredients.
Q. But what's the basis for that statement? That didn't come out of thin air. Why do you say that?
MS. FOURNIER: Objection.

THE WITNESS: Probably for legal reasons. It could happen.
BY MR. PLACITELLA:
Q. That's not something that you yourself formulated an opinion on.
Is that fair?
A. Correct.
Q. That came again from the lawyers?
A. Yes.
Q. On page 41 on the bottom it says, we presently sell talc-based Johnson's Baby Powder in certain other markets around the world. See that?
A. Yes.
Q. That's accurate?
A. Correct. That is accurate.
Q. Given this, we may be subject to additional claims related to the sale of talc-based Johnson Baby Powder in markets where we presently sell the product, correct?
A. Yes.
Q. All right. And then it says, as well as additional claims to the sale of talc-based Johnson Baby Powders in markets where we have discontinued this product, such as the United States and Canada. You see that?

A. Yes.
Q. But you, Kenvue, never sold the product in the United States, right?
A. Correct.
Q. So what are you saying here? That you're essentially the same company that sold the product before, and that's why you use the word we?
MS. FOURNIER: Objection.
THE WITNESS: No. What I'm saying is that Kenvue may be subject to claims. It doesn't mean that it has a liability.

BY MR. PLACITELLA:
Q. Okay. We're talking past each other, not understanding each other. You say Johnson's Baby Powder in markets where we have discontinued this product. When you're saying we, you're really talking about JJCI before the separation, correct?
MS. FOURNIER: Objection.
THE WITNESS: No, I'm talking about Kenvue. This is a Kenvue document.

BY MR. PLACITELLA:
Q. Okay. So when you say we sold Johnson Baby Powder in the United States, you're talking about

Kenvue?
MS. FOURNIER: Objection.
THE WITNESS: No.

BY MR. PLACITELLA:
Q. Let me just read it again to be clear. It says, we may be subject to additional claims related to the sale of talc-based Johnson Baby Powder in markets where we presently sell this product, as well as additional claims related to the sale of talc-based Johnson Baby Powder and markets where we have discontinued this product.
Is that what you said?
A. That's what I said. Yes.
Q. So you said that Kenvue discontinued the product sale in The United States and Canada.
That's what it says. Right?
A. Kenvue never sold talc-based Johnson's baby powder -- talc-based Johnson's Baby powder.
Q. Kenvue itself in The United States?
A. Yes.
Q. Have you spoke to Mr. Mongon since yesterday?
A. I have not about this.
Q. And why do you use the word "we"?
A. It's short form for Kenvue.

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Q. Okay. So if I would replace it, I would say, as well as additional claims related to the sale of talc-based Johnson Baby Powder and markets where Kenvue have discontinued this product, such as The United States and Canada, correct?
A. Yes.
Q. Okay. I'm back to the S4 now, and I'm just going to blow up a paragraph and ask you some questions about it.
A. Uh-huh.
Q. It says various parties brought and it's possible that other parties will seek to bring claims against Kenvue, including by raising allegations that Kenvue is liable for talc liabilities. See that?
A. I see it, yes.
Q. How could you be potentially liable for talc liability?
MS. FOURNIER: Objection.
THE WITNESS: We're not saying that. We're saying that it is possible that other parties will seek to bring claims against Kenvue.

BY MR. PLACITELLA:
Q. But under what theory?
A. That's why I'm here.

Q. Okay. It also says, and it's possible that these parties will be successful in bringing such claims, correct?
A. That's what it says. Yes.
Q. So at the time of the separation, Kenvue understood that it may be sued for the sale of Johnson's Baby Powder for acts that were done prior to the separation.
Is that fair?
MS. FOURNIER: Objection.
THE WITNESS: No, because it's a different company.

BY MR. PLACITELLA:
Q. What's a different company?
A. Kenvue is now a different company.
Q. You go on to say, in essence, that although there's indemnity, there's no guarantee that it'll be enough?
MS. FOURNIER: Objection.
THE WITNESS: Correct.

BY MR. PLACITELLA:
Q. I'm not to read the whole thing, but that's essentially what it says?

A. That's essentially what it says.
Q. And what's the basis for that?
A. It's a hypothetical case.
Q. And what's the hypothetical case?
A. That Kenvue cannot assure that the indemnity will be sufficient to protect Kenvue against the full amount of social liabilities, or that Johnson & Johnson's ability to satisfy investigation obligation will not impair in the future.
Q. So what happens, for example, if Johnson & Johnson tries to go into bankruptcy? Are you at risk? Well, let me ask a question different. If Johnson & Johnson tries to take advantage of the bankruptcy laws to insulate itself from liability, are you at risk? Kenvue?
A. Kenvue is not at risk because Johnson & Johnson has agreed to identify Kenvue of any liabilities related to --
Q. But suppose Johnson & Johnson goes into bankruptcy, or seeks bankruptcy protection, are you at risk?
A. I doubt that Johnson & Johnson with AAA rating will go under.
Q. In your opinion, as someone who worked as a CFO at Johnson & Johnson for many years, is there any

way that Johnson & Johnson could ever claim financial distress due to the talc litigation?
MS. FOURNIER: Objection to form.
THE WITNESS: Johnson & Johnson as a whole. I doubt it. Any legal entity under Johnson & Johnson, perhaps.

BY MR. PLACITELLA:
Q. But Johnson & Johnson as a whole, is there any way that that company could ever be in financial distress over what you have analyzed concerning the talc litigation?
MS. FOURNIER: Objection.
THE WITNESS: Johnson & Johnson as a whole? I don't believe so.

BY MR. PLACITELLA:
Q. Page 69 of the S4, does it indicate here that Johnson & Johnson's insurance policies have not been made available to Kenvue?
A. That is correct.
Q. You say at the bottom of that paragraph, when it's talking about litigation, Kenvue may be temporarily required to bear these losses. The occurrence of any of these events could adversely affect Kenvue's business

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results of operations or financial conditions. You see that?
A. I see that, yes.
Q. What does that mean?
A. Good question. I don't know what it means. Can you maintain, partly be required? Let me read. I don't know what it means. Maybe a situation related to timing. That's why it says temporarily, but that may be a legal consideration.
Q. I thought it was a finance related question, but is this a finance related question or a legal question?
A. I think it's a legal question.
Q. Okay. So this is information that would have been placed in the S4 by the lawyers then, not you?
A. Yes.
Q. Back to the S1. I think I know the answer to the question, but I just want to make sure. On the S1, on page F 19 -- Well, you know what, there's probably a better place for me to ask that question where it will make more sense to you all of a sudden.
On page 112, you state in the S1 that net cash flows from used in operating activities, was $1.9 billion and 675,000,000 for the fiscal nine months ended October 2, 2022 and October 3, 2021, respectively, an

increase of 2.6 billion. And then you say, the increase was primarily attributed to bolt to $3.2 billion of payments made in 2021 for talc related liabilities. This was offset by changes in working capital, as summarized below.
What did you mean by that?
A. I don't know the exact meaning of that. When we prepare these documents that are S1, they're prepared on what is called a carve out basis. And that is what represents the Kenvue's business now as an independent company, and before it was part of a different configuration. So I don't know the details of what was under all of these because now, everything is under Kenvue. So I did not see these financial statements back in 2021.
Q. Okay. So what you're saying is when you do the S1, you're presenting information as if Kenvue existed prior to the spinoff. Correct?
A. As if.
Q. As if. Because nothing has really changed before and after the spinoff?
A. No.
Q. Okay. So for example, where does information come from?
A. It comes from the overall J&J financial

statements.
Q. Okay. But you're the CFO signing off on this. Where did you get this information from?
A. The team got this information from the Johnson & Johnson financial statement.
Q. Okay. So your finance team put this in here?
A. It was a combination of my finance team together with J&J finance.
Q. At F 35 of the S1, you state here, notwithstanding the company's confidence in the safety of its talc products in certain circumstances the company -- that's you?
MS. FOURNIER: Objection.
THE WITNESS: I don't think so. I need to see the rest, but I don't think we're talking about Kenvue.

BY MR. PLACITELLA:
Q. It says the company has settled cases. Who's the company?
MS. FOURNIER: Objection. Again, can we see the front page of the document, please?
MR. PLACITELLA: Sure.
MS. FOURNIER: You have the orientation of what you're showing him.

BY MR. PLACITELLA:
Q. This is the Kenvue S1, right?
A. Yes. This is the Kenvue S1, correct. Yes.
Q. So you're the company that's filing this, right?
MS. FOURNIER: Objection.
THE WITNESS: No. Can I see the other page where they refer to the definition of the company.

BY MR. PLACITELLA:
Q. Yeah, sure?
A. Because if you go up the beginning of that paragraph, further up.
Q. Where it says in talc cases previously gone to trial?
A. No. Can you Zoom back out, please.
Q. Sure. What would you like?
A. Johnson & Johnson.
Q. Here, let me blow it up at the talc?
A. Okay.
Q. You direct traffic and I'll do what you want. Okay, go ahead?
A. So Johnson & Johnson and then why the company? I believe they're referring to Johnson & Johnson, not Kenvue.

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Q. Well, it says Johnson & Johnson and certain of its subsidiaries are involved in numerous product liability claims and lawsuits involving multiple products. Claimants in these cases seek substantial compensatory and or where available, punitive damages. And you think that when they say the company, it means Johnson & Johnson?
A. Yes, I believe so.
Q. Then how do you get the next paragraph says, in the talc cases that previously gone to trial, the company and or its parent have obtained a number of defense verdicts. Isn't the parent J&J?
A. I think this is all referring to J&J.
Q. I thought J&J was the parent?
A. In my mind, it's all Johnson & Johnson. I don't think this has to do with Kenvue, because Kenvue never participated in the inhabitant decision. I think this is not related to Kenvue. This is Johnson & Johnson.
Q. I check it out during lunch because pretty sure, that's not accurate. But you're doing the best you can?
A. Okay.
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. I want to come back to that, give you a chance to take a look at it?
A. Okay.
Q. Let me go back to that page while we're at it. This one I think you can answer. See where it talks about a significant number of personal injury cases were made against Johnson & Johnson consumer?
A. Okay.
Q. And then it says, a summary of the talc liabilities for 21 to 19 are included below?
A. Yes.
Q. What company are you referring to here when you say the talc liability summaries?
A. Johnson & Johnson.
Q. So Johnson & Johnson as a whole?
A. Some part of Johnson & Johnson, yes.
Q. Some part or the parent. That's what I'm trying to understand?
A. I don't know the specifics, but it's under Johnson & Johnson, certainly not Kenvue, which is what my responsibility.
Q. Well, I'm just trying to understand what numbers you're laying out here. Do you know? Well, so for -- and I'm only asking this because you signed off

on this. Let's look at 2020, right? It says beginning balance. See that? Or look at 2021?
A. Yes.
Q. You see that? It says beginning balance, $4 billion?
A. Yes.
Q. Okay. Accruals 154,000,000. What does that mean?
A. I don't know specifically they referred to. Again, I was not in charge of overall Johnson & Johnson. I was in charge of the Consumer Health segment that has a management PNL, and not necessarily all the other legal entities that are part of overall Johnson & Johnson. So I don't know the details of this.
Q. Okay, so then it says payments and it's like 3,181,000,000, right? And then it says transfer of liability to parent. What does that mean?
A. I don't know because I did not do those things.
Q. So to kind of short circuit a little bit, although, and this is no comment on you to understand, although you signed off, and were even given power of attorney for these statements, a lot of this information is not information known or understood by you.
Is that fair?

MS. FOURNIER: Objection to form.
THE WITNESS: A lot of this information is produced by someone else. And I trust those teams. There are like 1200 people in my team.

BY MR. PLACITELLA:
Q. All I'm asking you sir, is even though you signed off on these statements, a lot of this information is not information that comes from you, agreed?
A. Yes.
Q. And a lot of this information is not understood by you even as we sit here today. True?
A. Yes.
Q. Okay. Want to go back to the S 4? Let me show the right page here. For the record, we're on page 21 of the S4?
A. Yes.
Q. Okay. This is something you recently filed, right?
A. Yes.
Q. Okay. By the way, I want to get a text from my wife who's in our law firm, stop saying okay, Chris. So here it talks about summary of balanced data sheet. You see that?

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A. Summary of historical and performance financial data.
Q. Yes. And it talks as of April 2, 2023, pro forma and also historical, correct?
A. Yes.
Q. This is something you know about, right?
A. Again, I don't know how the performers were built because the performers were built by a combination of financial statements.
Q. So who built performance for this?
A. The accounting teams.
Q. For what companies?
A. For both Kenvue and Johnson & Johnson.
Q. So you don't know how they got to the shareholders equity of $76,804,000,000?
A. I do not know.
Q. But as of April 2023, you do know. That was what you were in charge of, right?
MS. FOURNIER: Objection.
THE WITNESS: That's what it says here. Yes.

BY MR. PLACITELLA:
Q. And it says the total assets of the company at that point in time was 178,505,000?
A. $178,000,000, Yes.

Q. Where did you get that from?
A. Those are the pro forma assets from the different balance sheets. Pro forma, again, because we were not an independent company before. This is before the IPO.
Q. But has it changed since then? Has it gone up or down?
A. It probably changed. I don't know if it went up or down, but it's probably changed.
Q. Pretty close, though, do you think?
A. Pretty close.
Q. And it says the shareholders equity, that's after you take the assets, subtract the liabilities, that the value, the pro forma of value at that time is $667,843,000,000, correct?
A. Yes.
Q. So is that gone up or down?
A. I don't know. We need to check the latest filing.
Q. Is it pretty close?
A. Probably. After the IPO, many things moved because we paid the debt.
Q. Was it a billion or two?
A. Like nine, eight. Yes.
Q. Okay. When you say tax, what do you mean by

that?
A. Taxes.
Q. Oh, taxes. No, you said we paid the tax?
A. No, the debt.
Q. Oh, you paid the debt. What debt?
A. So when we raised that and transferred the proceeds to Johnson & Johnson, so by raising the debt, our liabilities increased. So that was a change that happened after we raised the debt. I'm giving you an example of why they would have moved, and the magnitude of potential moves.
Q. Got it. You raised that debt at about somewhere between 8 and 9 billion?
A. Yes.
Q. Does that have anything to do with the eight and $9 billion allegedly offered in the bankruptcy by Johnson & Johnson to the claimants?
MS. FOURNIER: Objection to form.
THE WITNESS: Nothing to do with that.

BY MR. PLACITELLA:
Q. Do you know that for sure? That those numbers are that close, that one had nothing to do with the other?
A. I know that for sure.

Q. Okay. How do you know?
A. Because that's the amount that we gave, we transferred to Johnson & Johnson as a consideration for this transaction, and that put us at a specific leverage ratio that we're targeting. Has nothing to do with anything else. It has to do with the financial statements of Kenvue. Okay. That allow us to get to a 2.5 percent X gross leverage.
Q. Okay. Thank you.
A. So it was part of the design of the capital structure of Kenvue.
Q. So let's assume that this is a correct number, 67,843,000,000. And let's assume that that value was in Janssen immediately before?
A. Can you go back?
Q. Sure. What do you need me to do? You drive. I'll be the Uber driver. You tell me where you want to go.
A. So I am looking at I think there's a combination of things. So if you look at the sales. These are these are J&J. This is J&J's. These are J&J's numbers. This is not Kenvue. So the sales are $94 billion. That's J&J --
Q. So what are you saying?
A. That I need to see what the rest of the

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documents.
Q. Do you want to take a look at this at lunchtime So we're not wasting time here? And then we can just break early, because I don't want to suffer through this if we don't have to?
A. Yes. So these numbers are J&J's. Right.
Q. And you believe that when you say these numbers, you mean they don't have anything to do with Kenvue at all?
A. Kenvue is an extraction of J&J's numbers in a carve out pro forma basis. Yes.
Q. So when it says pro forma value 67 843,000,000, is that referring to J&J total value, or the value of Kenvue -- at that projected value of Kenvue at that time?
A. Given the magnitude, it's probably J&J, not Kenvue.
Q. So you don't think this has anything to do with Kenvue at all?
A. I need to see the rest.
Q. All right. Why don't we not do this now to give you some time to do it.
A. Yes.
Q. Okay.
A. My balance sheet, my assets are $27 billion.

So this is most likely J&J we're talking about. Something like that. Can you go back and can you show me what this document is?
Q. Sure. Does that help you?
A. Yes.
Q. Do you need a copy at lunchtime?
A. Do we have it?
MS. FOURNIER: I'm sure we have it right in a paper copy. We had one yesterday. I don't know if we still have one here.
MR. PLACITELLA: Three big copies.
MS. FOURNIER: I know that you have some in your binder.
THE WITNESS: I have it in electronic form.
MS. FOURNIER: You have it on the Internet.
THE WITNESS: Exactly, yes.
MR. PLACITELLA: So why don't we do that? It's 12:15. I don't anticipate being all afternoon. If we can just get you familiar with some things. All right. And we want to come back at 1:15?
MS. FOURNIER: Okay.
THE VIDEOGRAPHER: Time is 12:17 and we are off the record.

(At this time, a short break was taken.)

BY MR. PLACITELLA:
Q. Okay. There was some confusion before we broke about who was being referred to in various parts of the S1.
Do you recall that?
A. Yes.
Q. No question yet. Okay. I just want to start. Okay.
A. Yes.
Q. So I went to the definitional section in the S1's. And you see here it says, unless otherwise indicated or the context otherwise requires, references in this prospectus to the company we, us and our refer to Kenvue Inc. A Delaware corporation and its consolidated subsidiaries, assuming the completion of the separation. See that?
A. Yes, I see that.
Q. And then it says under three, references in this prospectus to Johnson & Johnson, or parent refer to Johnson & Johnson, a New Jersey corporation, and its consolidated subsidiaries other than Kenvue Inc., and Kenvue Inc's. Consolidated subsidiaries. See that?
A. Yes, I see that.

Q. Does that refresh your memory when references are made to the company, what is being referred to in the prospectus that you signed?
A. Yes. Can we make sure that when we see a document, I see exactly what document it is? Because we've seen two documents and we handed you one. So one is the S1.
Q. Correct?
A. The S1 was issued when in relation to the issuance of, anticipation of the IPO.
Q. Yes?
A. The second one, and that one has no mention of Johnson, doesn't have financial Johnson & Johnson statements. The second one is the S4 that is produced in anticipation of the exchange that is about to happen. And that one has both Johnson & Johnson and Kenvue financials.
Q. Yes?
A. The statements that we were looking at were Johnson and Johnson's. The financial statements, they were not Kenvues.
Q. Okay. So let me just go back and walk through that so we're clear where we are. All right. So there's no confusion. So right now, we're in the S1. All right. That's what you have. Do you want me to

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show you the front of it just so you're clear?
A. That would be great.
Q. This is the S1, right?
A. Yes.
Q. Okay. And the S1 defines the company as Kenvue, fair?
MS. FOURNIER: Objection.
THE WITNESS: Yes.

BY MR. PLACITELLA:
Q. Okay. And so when we go, for example, to page 322, when it says, for example, the company and its parent continue to believe it has strong legal grounds, they're talking about Kenvue and Johnson & Johnson, correct?
MS. FOURNIER: Objection.
THE WITNESS: Correct.

BY MR. PLACITELLA:
Q. Okay. And for example, in the next paragraph -- could you mute yourself on Zoom, please? Thank you. In October of 2021, Johnson & Johnson Consumer Inc, Old JJCI and a former subsidiary of the parent, and the company implemented a corporate restructuring. You see that?

A. Yes, I see that.
Q. And the company again is Kenvue, right?
MS. FOURNIER: Objection.
THE WITNESS: The company is Kenvue. Right.

BY MR. PLACITELLA:
Q. And when it talks about the company settling cases, what's referred to here is Kenvue?
A. Correct.
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Says, in 2021 and 2020, the company recorded litigation expense primarily associated with talc related reserves with certain settlements offset by legal fees and other cost paid. You see that?
A. Yes.
Q. That's referring to Kenvue, correct?
MS. FOURNIER: Objection.
THE WITNESS: Yeah, that's referring to Kenvue, formerly the Johnson & Johnson segment.

BY MR. PLACITELLA:
Q. Okay. Now let's go to the S4, so we're all clear. Okay?

A. All right.
Q. The S4 is Exhibit-14, right? We're on the same page.
A. Yes.
Q. All right. And -- hold on. Let it -- all right. So, I'm going to refer to page F 9, in the S4 refers to the company as Kenvue, correct?
MS. FOURNIER: Objection.
THE WITNESS: We saw the definition of the company in the S1. This is the S4, right.

BY MR. PLACITELLA:
Q. Right. Now we're in S4, and it distinguishes between the company, which is you and -- I'm sorry, the company is the Consumer Health business, correct?
A. Correct.
Q. Okay. And the parent is J&J?
A. Correct.
Q. Okay. So we're on the same page?
A. Yes.
Q. All right. So now let's just go to where we left off right before launch. So it's -- it's when we're talking about the shareholders equity on page 1420, Exhibit 14.27. Having reviewed this over lunch, what is this referring to?

A. You can go back to the beginning of this section, please. This is the section where do you --
Q. Want me to go? On the talc?
A. Just scroll up maybe one or two pages because these are, yes.
Q. Okay.
A. This is summary of historical and pro forma financial data for Johnson & Johnson Kenvue. And then the subtitle, which is the subtitle under which the data we're looking at is, this is Johnson & Johnson summary of Historical and Performance Financial Data. So this is Johnson & Johnson total financial data.
Q. Okay. The information comes from Johnson & Johnson?
A. No. These are the financial statements of Johnson & Johnson. And there's a section that comes after this one that has the specifics of Kenvue.
Q. All right. So it says, based upon Johnson Johnson's historical ownership of Kenvue, the data shown below are impacted by assets, liabilities, results of operation or cash flows attributable to Kenvue. What does that mean? That this is only Johnson & Johnson?
A. This is the consolidation of all of Johnson & Johnson that includes the assets of the Consumer Health segment that are now going to be a different company,

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Kenvue. But this is a pro forma, which is the representation of all of it combined.

Q. So when they say the equity value of the company is 76,804,000,000, are they talking about Johnson & Johnson or Kenvue?

A. Johnson & Johnson.

Q. Thanks for clearing that up?

A. Yes.

Q. Before lunch, we talked about the $8 billion payment that was made by Kenvue to Johnson & Johnson. Do you recall that?

A. I do.

Q. And how was that $8 billion payment arrived at?

A. As part of the capital allocation design of Kenvue, we determined that we are able to generate a certain amount of cash flows that are going to be used for the following purposes: Number one, to maintain the operations of Kenvue, number two, to pay dividends, number three, to pay down debt, number four, for other uses that may include at some point M & A, or share buybacks for Kenvue, particularly what relates to paying in interest that is, related to the interest that is paid to the banks, or to when we issued the $9 billion of debt.

As we raised the $9 billion of debt, we paid $7.75 billion to Johnson & Johnson, and we kept $1.2 billion dollars as a beginning cash balance. With that, we presented to our rating agencies, Standard and Poor's and Moody's, our case. And they determined that given our balance sheet, the -- that we would access a certain credit rating.

And all of that allowed us to deliver a certain capital allocation structure that allowed us to have access to commercial paper to also to investment grade. Our rating is a A1A. So all of that has been carefully designed with the dividend payout ratio, with the debt and the associated interest payments, so that the whole equation works in order to have the credit rating that we have, and the ability to pay the dividends, and to do the other operating elements that I described.

So all of these was carefully designed as a capital allocation exercise, and that is what we were able to provide to Johnson & Johnson as a consideration for the assets that we got.

Q. What did you get for the $7.75 billion?

A. We got the assets, the brands, the plants.

Q. And who came to the value that all of that was only worth $7.75 billion?

A. Sorry, it was worth $7.75 billion plus the ownership that they still have as of today, which is about 90 percent of Kenvue shares.

Q. Okay?

A. So it's not only $8 billion. It's more than that.

Q. What would it be? What's your best estimate? What did you pay Johnson & Johnson for all those assets, that includes baby powder too, right?

MS. FOURNIER: Objection.

THE WITNESS: All of that is valued at the $8 billion plus 90 percent of Kenvue, which at this point is valued at about $45 billion. So that's the math.

BY MR. PLACITELLA:

Q. Okay, so we're talking about, what?

A. $50 billion.

Q. $50 billion. Okay. So you paid Johnson & Johnson $50 billion for the Consumer Health business?

A. We did not pay. We only paid $8 billion. And they still own 90 percent of Kenvue stock. They have the ownership.

Q. So you got all of the assets, including baby powder, for $8 billion?

MS. FOURNIER: Objection.

THE WITNESS: And 90 percent of the ownership of J&J of Kenvue.

BY MR. PLACITELLA:

Q. Okay. But you didn't get anything for that though, did you?

MS. FOURNIER: Objection.

BY MR. PLACITELLA:

A. Johnson & Johnson shareholders will get that.

Q. Okay. You indicated before, I believe, that you understood and it's in the S4, and I think in the S1 as well, that Kenvue would be responsible for talc liabilities for sales outside The United States and Canada.

Is that fair?

A. For talc Liabilities outside The United States and Canada. Yes.

Q. So if somebody, for example, bought the talc in Mexico and got sick, that would be excluded? That would be something you'd be responsible for, correct?

MS. FOURNIER: Objection.

THE WITNESS: If it were proven that the person got sick as a result of using talc products, we

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potentially would, yes, but it has not been proven.

BY MR. PLACITELLA:
Q. I understand. So where in Mexico did you grow up?
A. Mexico City.
Q. Mexico City. So if a mom in Mexico City developed mesothelioma, and it was proven that that mesothelioma was related to her purchase of baby powder, that's something that you would be responsible for?
MS. FOURNIER: Objection.
THE WITNESS: If it was to be proven that a person would get sick or would get mesothelioma because of the use of our products, we could potentially be liable in Mexico.

BY MR. PLACITELLA:
Q. And that includes whether even if the product was used prior to the separation, correct?
A. In Mexico, yes.
Q. Okay. So if a Mexican woman, for example, brought a case here in The United States for her exposure to baby powder in Mexico, that's something you'd be potentially responsible for?
A. And no, because it's in The United States.

Q. So it doesn't matter. So if it's born in The United States, you're not responsible, even if the person is exposed outside The United States?
A. I don't know where the consumption happens. I would potentially know where the sales happen.
Q. Well, here's my point. If the woman in Mexico City gets buys the product in Mexico City, gets sick in Mexico City, and brings a case in The United States, that's something that you're responsible for, correct?
MS. FOURNIER: Objection.
THE WITNESS: Can you repeat the question? Can you say exactly what happens with the case?

BY MR. PLACITELLA:
Q. Sure. Woman is exposed, she buys the product in Mexico City. She gets sick in Mexico City. Her treatment is in Mexico City. And because you're here in The United States, she brings a case in The United States, that's something that you'd be responsible for?
MS. FOURNIER: Objection.
THE WITNESS: I don't believe so. No.

BY MR. PLACITELLA:
Q. And on what basis?
A. Because she bought the case. She bought the

product outside The United States or Canada, and she used the product outside The United States and Canada. So that is a responsibility, but it has nothing to do with the fact that it was brought to The United States.
Q. So if the case is brought in The United States, regardless of where the person is exposed, Johnson & Johnson is responsible. Is that what you're saying?
A. I don't know the specifics of where, but it's the cases that are brought from products sold in The United States.
Q. Well, that's okay. I just want to make sure we're walking in the same direction here. If the product is sold in Mexico, and the person uses it in Mexico, and gets sick in Mexico, who's responsible for that?
A. Kenvue is.
Q. Okay. And if that same person, all those facts, that person brings that case in The United States because that's where you are, who's responsible for that?
MS. FOURNIER: Objection.
THE WITNESS: I don't know exactly the legal aspects, but since she was -- since she bought it in Mexico, and used it in Mexico, it is a liability outside

The United States.

BY MR. PLACITELLA:
Q. And that would be something you'd be responsible for?
A. As long as it's kept outside The United States and Canada, yes.
Q. Okay. Did you do a risk analysis for what your potential exposure was for people who used the product outside The United States, or purchased the product outside The United States?
A. We have not done a risk analysis of that.
Q. Did you secure any insurance to cover you for people who bought the product, or were exposed to the product outside The United States, and could potentially get sick?
A. No. Outside The United States and Canada, no.
Q. So you haven't set up -- well, why didn't you do a risk analysis?
A. Because we firmly believe that the product is safe, so therefore we do not need a reserve.
Q. You don't need a reserve?
A. No. Neither insurance.
Q. When you were at J&J, you had a reserve, and you had the same belief?

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MS. FOURNIER: Objection.
THE WITNESS: I was not the one who created the reserve, so in this case, it's our collective belief, financed legal, that a reserve nor insurance are necessary.

BY MR. PLACITELLA:
Q. So you say it's based upon your belief the product is safe, correct?
A. It's based upon my belief. And also what is the input and advice I get from the experts at Johnson & Johnson and Kenvue. Yes.
Q. Well, who at Kenvue is the expert on whether the talc-based products that you're using are safe or not?
A. We have a chief medical officer who works under the R&D team.
Q. What's the name of that person, please?
A. I don't know the name of that person.
Q. Well, how would you rely on them if you don't even know who the name is?
A. I rely on the head of r and d, and that person reports to the head of r and d.
Q. Well, who's the head of r and d?
A. Caroline Tillet.

Q. Can you spell the last name, please?
A. T-I-L-L-E-T.
Q. And you had a specific conversation with Caroline where you asked her point blank, do we have any risk here? Is it possibly the product dangerous?
MS. FOURNIER: Objection.
THE WITNESS: No.

BY MR. PLACITELLA:
Q. Have you ever asked to see any of the testing results of the Johnson & Johnson talc, that talc-based baby powder?
A. I have not.
Q. Is there any written document that you rely upon where you come to the conclusion that there's no reason to have any reserves, or do any investigation because the product is safe?
A. I have not seen anything that's outside the public knowledge, which is in the website.
Q. What website?
A. I think it's Truth About talc or Facts About talc or something.
Q. Do you know -- have you ever asked anybody if all the facts about talc are on that website?
A. I work in a company, and that's why I chose to

work at Johnson & Johnson. Because I firmly believe that the products that we do, as well as the way we do financials, is exactly according to the law and according to all the medical necessary requirements.
Q. Okay. During the course of the deposition today -- before I get to that, you indicated I believe that the purpose of LTL was to handle the talc liabilities for The United States.
Is that fair?
A. I believe the word I used was that's where they are housed.
Q. Housed?
A. Yes.
Q. And LTL is a separate company from Johnson & Johnson, correct?
MS. FOURNIER: Objection.
THE WITNESS: LTL is under Johnson & Johnson, is under overall Johnson & Johnson.

BY MR. PLACITELLA:
Q. If the talc liabilities are with LTL, that's your position, correct? That's where they're housed?
A. Yes.
Q. How big? The house seems pretty small?
A. I don't know what the liabilities are.

Q. If the liabilities are housed under LTL, then why do you need indemnification from J&J?
A. LTL is a subsidiary of Johnson & Johnson.
Q. Are you sure about that?
A. I understand that's the case.
Q. So my question is, if LTL has the talc liabilities, why you're getting indemnified from J&J, the parent?
MS. FOURNIER: Objection.
THE WITNESS: I know that I am getting indemnified by Johnson & Johnson. I don't know how they're getting the funds, or they're going to indemnify us from. What I know is that we're getting indemnified by Johnson & Johnson for anything that is related to talc Liabilities that are not ours, because there actually are LTLs.

BY MR. PLACITELLA:
Q. Okay. Well, you don't really care what happens with LTL, right? Because Johnson & Johnson is going to pay if it comes to that?
MS. FOURNIER: Objection.
THE WITNESS: It will not impact my financial statements and performance.

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BY MR. PLACITELLA:
Q. So the answer is yes, you don't really care?
A. It doesn't impact my financial statement.
Q. Okay. During the course of today, I asked you a bunch of questions about how the assets were transferred between, for example, Old JJCI and how they got to Kenvue.
Do you recall those?
A. Yes.
Q. And you indicated to me that that's not information that was in your possession, correct?
MS. FOURNIER: Objection.
THE WITNESS: How the assets were transferred? Yes.

BY MR. PLACITELLA:
Q. You don't know the specifics. You didn't know that they went to Kenvue, how long they were there, how much Kenvue paid. You knew none of that, correct?
MS. FOURNIER: Objection.
THE WITNESS: Correct. I know what's in there now.

BY MR. PLACITELLA:
Q. All right. Based on your knowledge and

experience, and being with J&J for many years, who's the person I should ask those questions to, to get the right information at J&J?
A. It's probably someone in J&J's legal or accounting department.
Q. Okay. Would it be the J&J CFO? Would he know?
A. Probably not, because he doesn't know the details, just as I don't know them. I think that's he's probably way too far from, detached from those specifics.
Q. All right. So I got to say, Kristen, I want to take somebody's deposition who actually knows something. Who am I going to ask for?
A. I guess we can ask someone in J&J finance. Maybe the controller can point us to someone who knows the details.
Q. Okay. Your in house lawyer is not here today.
Is that fair?
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Your in house legal counsel is not here today?
A. Tracy is works for J&J. Sorry. Make it clear. Tracy works for Kenvue.

Q. Okay. That's what I wasn't sure. So Tracy works for Kenvue, not J&J?
A. Yes.
Q. Thank you for clearing that up. She sees everything?
A. Yes.
Q. All right. So before --
A. She's very knowledgeable and I rely on her.
Q. Don't tell me anything she tells you. Do you know who performed the risk management for the J&J entities related to talc? Who's the human being that did that?
A. I don't know.
Q. You don't know?
A. No.
Q. How would we find that out?
A. I guess it's the same thing as before. We need to ask someone in legal, J&J, or finance J&J.
Q. Is that something that's known by Goldman or some outside consultant?
A. I don't know the answer to that, but I assume no.
Q. You indicated before that you had multiple meetings with people at Goldman?
A. Yes.

Q. Around the spinoff?
A. Yes.
Q. And who were the specific people at Goldman that you met with? The primary people?
A. The primary person is Peter Van Der Goat or Ashley Everett.
Q. Ashley Everett?
A. Those are our advisors.
Q. And when you say our advisors, just to be specific, are you talking about J&J's advisors, or Kenvue's advisors?
A. I'm talking about they were paid by Johnson & Johnson.
Q. I know that I'm going to get an objection to this, but I just want to make sure I'm clear. You Kenvue, did not have any advisors acting on Kenvue's behalf only, correct?
A. Correct.
Q. So did Goldman provide opinions to you at Kenvue on the fairness of this transaction?
MS. FOURNIER: Objection.
THE WITNESS: Yes. They did not provide an opinion on the fairness of the transaction.

BY MR. PLACITELLA:

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Q. What type of opinion did they provide?
A. About the structure.
Q. About the structure of the transaction?
A. About -- they advised us. And we trained about how to do the roadshows, how to interact with investors, with analysts, all those things.
Q. And was that reduced to a document somewhere, that advice?
A. Yes. And those documents were made public in Net Roadshow. That's the website we use to share the information about Kenvue. Precisely, heading up to the IPO and heading to the final separation. Correct.
Q. Just want to make sure we write it down?
A. Correct.
Q. The Net Roadshow?
A. Yes, that's what it's called. Yes.
Q. So is it netroadshow.com?
A. I don't know if it's exactly that, but Net Roadshow Is the service that precisely houses all those documents so they're visible to invest potential investors.
Q. Now, you had made a couple of statements during the course of the deposition that -- make sure I'm clear. Talc-based baby powder is no longer for sale in The United States?

A. Talc-based baby powder is no longer for sale by Kenvue in The United States. Has never been on sale by Kenvue in The United States.
Q. You understand that talc-based baby powder as of two days ago was still being sold over the Internet in the Johnson's baby store?
MS. FOURNIER: Objection.

BY MR. PLACITELLA:
Q. Well, let me ask you this question. Do you own the Johnson's baby store on the Internet?
A. I don't know which one you're referring to, but I don't know which one. Maybe we can see it.
Q. Do you know as you sit here today that as of two days ago, your brand right, you have the Johnson's brand now, right? Your brand was still being sold over the Internet in The United States?
MS. FOURNIER: Objection.
THE WITNESS: It may have been sold not by Kenvue in The United States.

BY MR. PLACITELLA:
Q. Did you ever undertake a product recall to stop any sale of Johnson's talc Baby Powder in The United States?

A. I -- Kenvue has never taken any action to recall baby talc powder in The United States.
Q. So I'm going to show you what's marked. I marked it Kenvue-38. This is an excerpt, a screenshot taking -- hold on. Take that down. That would be incorrect. Scratch that question. This is an incorrect exhibit. My fault.
Let me ask you this. Between Monday and today, do you know whether anyone at Kenvue has taken affirmative action to make sure all Johnson's Baby Powder with talc is taken off Amazon?
A. We have never sold Johnson's Stout products, neither through Amazon, neither offline in stores in The United States as can be, never. So no one would have ever done that in the last two days.
Q. This is why I asked the question. We had Mr. Mongon's deposition on Monday?
A. Yes.
Q. I showed him the talc-based baby powder that was on sale on Monday in The United States over the Internet. Okay.
A. Did it say by whom?
Q. I think by a reseller. And here's the reason for my question. As of last night, all of that was taken down. It no longer exists on the Internet. So

I'm wondering whether, and I asked Mr. Mongon at the end of the deposition, what are you going to do? He says, I'm going to take care of it. So did he take care of it?
MS. FOURNIER: Objection.
THE WITNESS: I did not talk to Thibaut about it. We have a brand protection team that routinely scans the whole world for counterfeit products. So it may have been an action of that team.

BY MR. PLACITELLA:
Q. All right. Well, I want to ask you to tell Mr. Mongon thank you for doing it if that's what he did. Okay.
A. Okay.
Q. I'm going to take a couple of minutes because I think I'm almost done.
THE VIDEOGRAPHER: The time is now approximately 2:11 p.m. we're going off the record.

(At this time, a discussion was held off the record.)

THE VIDEOGRAPHER: Time is now approximately 2:17 p.m. We're now going back on the record.

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BY MR. PLACITELLA:
Q. Couple of minor questions and then I'm back. You explained to me the $8 billion payment to J&J. You don't have any idea what their intent is to use that $8 billion for?
A. I don't.
Q. Just explain, so it's clear how the swap is supposed to work to a layman, not an MIT guy. A layman. How is the swap supposed to work that closes on Friday?
A. If you are a J&J holder, you get a prospectus at home. And you're advised that Johnson & Johnson is offering you to swap J&J stock, part, all, or none of your J&J stock for Kenvue stock, for a certain amount of Kenvue stock. And then you decide whether you take the offer or not.
Q. Okay. How do you decide how much Kenvue stock you get, because that's my question?
MS. FOURNIER: Objection.
THE WITNESS: They published a specific multiple, and that implies a certain discount on the value of the Kenvue stock.

BY MR. PLACITELLA:
Q. What do you mean, certain discount?

A. Seven percent discount. That's public information.
Q. You get seven percent more Kenvue stock than is valued of your J&J stock?
A. Yes.
Q. And will that change at all on Friday when this closes?
A. I don't know what J&J might do, but I don't believe so.
Q. What happens if only 20 percent of the stockholders accept, and J&J doesn't get to under 50 percent the way they want? Do they maintain control over Kenvue?
A. That's something for J&J to answer.
Q. Well, I guess I'm trying to figure out where you really part company. At what point do you really part company? How much does J&J have to own, or not own, of Kenvue so they no longer can look inside your finances? You no longer have to report to them. They no longer have any say in what you're doing?
A. More than 50 percent. If they have less than 50 percent, they're not a majority shareholder.
Q. If they have more than 50 percent, then operationally, nothing changes?
MS. FOURNIER: Objection.

THE WITNESS: If they have more than 50 percent, operationally, nothing changes from the current situation. Yes.
MR. PLACITELLA: That's all the questions I have. Thanks.
MS. FOURNIER: I have some questions. Okay, so right before the lunch --
MR. PLACITELLA: Let me get my pen in front of me.
MS. FOURNIER: Yes.

BY MS. FOURNIER:
Q. Right before lunch, you were asked a series of questions about the separation. You've been asked them all day, but there was a series of questions about separation and specifically the transfer of the assets, people, clients, marketing.
Do you remember that series of questions?
A. Yes.
Q. And I have a question for you about the liabilities. Were the liabilities for talc-based baby powder transferred from J&J to Kenvue?
A. No.
Q. Just a few moments ago, you were asked a series of hypothetical questions about, I believe it was

a mother who was in Mexico and used baby powder in Mexico, and there were sort of a few different versions of that hypothetical.
Do you remember those questions?
A. Yes.
Q. As you sit here today, do you know one way or the other, if that mother files her case in The United States, whether that is a J&J liability or a Kenvue liability?
A. I don't know. That's a very technical legal question that I don't know the answer to.
Q. Can we pull up the definitional page of the S1 that you were showing when we came back from lunch.
Is that on your screen?
A. Yes.
Q. Can we blow up the highlighted section again? And I would like for you to read into the record the full definition starting with unless.
A. Unless otherwise indicated or the context otherwise requires: Number one, references in this prospectus to the company we, us, and our refer to Kenvue Inc., a Delaware corporation and it consolidated subsidiaries, assuming the completion of the separation, number two, references in these prospectus to the Consumer Health business refer to the business that will

be transferred to the company in connection with the separation, primarily representing the Consumer Health segment of Johnson & Johnson, and three, references in these prospectus to Johnson & Johnson, poor parent refer to Johnson & Johnson, a New Jersey corporation and its consolidated subsidiaries, other than Kenvue Inc., and Kenvue Inc's. Consolidated Subsidiaries.

Q. Thank you. And so would you agree with me, Mr. Ruh, that the definition tells us that context is one of the issues to pay attention to when we're reading through this particular document?

MR. PLACITELLA: Objection leading.

THE WITNESS: I agree.

BY MS. FOURNIER:

Q. Okay. Can we then turn I think you were on page 323. You said 322, but I think it was 323. We'll know because it'll be highlighted in that one. There we go. And can you sort of just zoom in like you were when you were moving through this section with him? Thank you.

A. This is the s -- this is the S1.

Q. Let me ask you this question. Did Kenvue the Company exist in 2020?

A. No.

Q. Did Kenvue the Company exist in 2021?

A. No.

Q. Was Kenvue the Company, a defendant in the Ingham lawsuit?

A. No.

Q. Did Kenvue the company pay the Ingham verdict?

A. No.

Q. Has Kenvue the company ever paid a settlement related to talc-based baby powder?

A. No.

Q. Would you agree that each of those facts are context to understanding this document?

MR. PLACITELLA: Objection leading.

THE WITNESS: Yes.

MS. FOURNIER: Those are my questions.

BY MR. PLACITELLA:

Q. Okay. When you say the company, for example, says the company and its parent, parent refers to Johnson & Johnson, right?

A. The parent refers to Johnson & Johnson companies.

Q. And company is Kenvue correct, on this page?

A. Uh-huh. Yes.

Q. Okay. You were asked a question about who's responsible for the lady in Mexico. She brings her case

to The United States, and you said you're not sure.

Is that fair?

A. I don't know the legal technicalities of it. Yes.

Q. Who would you ask to find that out?

A. In the legal team.

Q. You would -- Can't ask Tracy. Who else you going to ask?

A. She's my point person. Okay. I'm sure she will ask the appropriate person.

MR. PLACITELLA: Okay. That's all the questions I have. Thank you.

THE WITNESS: Thank you.

THE VIDEOGRAPHER: Time is now approximately 2:56 p.m. going off the record.

(Witness excused.)

(Deposition concluded at 2:56 p.m.)

C E R T I F I C A T I O N

I, Kara Hackett, Professional Court Reporter and Notary Public, do hereby certify that the foregoing is a true and accurate transcript of the stenographic notes taken by me in the aforementioned matter.

DATE: August 16, 2023

Kara Hackett

Court Reporter

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EXHIBIT 14

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

IN RE:	.	Case No. 21-30589(MBK)
	.	
LTL MANAGEMENT LLC,	.	
	.	
Debtor.	.	
. . . . .	.	
LTL MANAGEMENT, LLC,	.	Adversary No. 21-03032(MBK)
	.	
Plaintiff,	.	
	.	Clarkson S. Fisher U.S.
v.	.	Courthouse
	.	402 East State Street
THOSE PARTIES LISTED ON	.	Trenton, NJ 08608
APPENDIX A TO THE	.	
COMPLAINT, ET AL.,	.	
	.	
Defendants.	.	February 14, 2022
. . . . .	.	9:30 a.m.

TRANSCRIPT OF TRIAL DAY ONE
BEFORE THE HONORABLE MICHAEL B. KAPLAN
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For the Debtor: Jones Day
By: GREGORY M. GORDON, ESQ.
DANIEL B. PRIETO, ESQ.
AMANDA RUSH, ESQ.
2727 North Harwood Street, Suite 500
Dallas, TX 75201

Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates
By: ALLISON M. BROWN, ESQ.
One Manhattan West
New York, NY 10001-8602

Audio Operator: Wendy Romero

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APPEARANCES (Cont'd):

For the Debtor:

For the Official Committee of Talc Claimants 1:

Brown Rudnik, LLP
By: JEFF JONAS, ESQ.
7 Times Square
New York, NY 10036

Genova Burns, LLC
BY: DANIEL M. STOLZ, ESQ.
110 Allen Road, Suite 304
Basking Ridge, NJ 07920

For the Official Committee of Talc Claimants 2:

Sherman Silverstein
By: ARTHUR ABRAMOWITZ, ESQ.
East Gate Corporate Center
308 Harper Drive, Suite 200
Moorestown, NJ 08057

Cooley, LLP
By: IAN SHAPIRO, ESQ.
55 Hudson Yards
New York, NY 10001

Bailey & Glasser, LLP
By: BRIAN GLASSER, ESQ.
105 Thomas Jefferson Street NW
Suite 540
Washington, DC 20007

For Johnson & Johnson:

White & Case LLP
By: JESSICA LAURIA, ESQ.
1221 Avenue of the America
New York, NY 10020

Lowenstein Sandler
By: KENNETH ROSEN, ESQ.
One Lowenstein Drive
Roseland, NJ 07068

Johnson & Johnson
By: ERIK HAAS, ESQ.
ANDREW WHITE, ESQ.
1 Johnson & Johnson Plaza
New Brunswick, New Jersey, 08933

APPEARANCES (Cont'd):

For the U.S. Trustee:
U.S. Department of Justice
By: LAUREN BIELSKIE, ESQ.
LINDA RICHENDERFER, ESQ.
One Newark Center, Suite 2100
Newark, NJ 07102

For Arnold & Itkin, LLP:
Pachulski Stang Ziehl Young & Jones, PC
By: LAURA DAVIS JONES, ESQ.
919 Market Street
16th Floor, PO Box 8705
Wilmington, DE 19899

Pachulski Stang Ziehl Young & Jones, PC
By: JOHN MORRIS, ESQ.
780 Third Avenue
34th Floor
New York, NY 10017

For DeSanto Canadian Class Action Plaintiffs:
Lite DePalma Greenberg & Afanador, LLC
By: ALLEN JOSEPH UNDERWOOD, II, ESQ.
570 Broad Street, Suite 1201
Newark, NJ 07102

For Aylstock, Witkin, Kreiss & Overholtz, PLLC:
Klee, Tuchin, Bogdanoff & Stern, LLP
By: ROBERT J. PFISTER, ESQ.
1801 Century Park East, 26th Floor
Los Angeles, CA 90067

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THE COURT: All right. So as you may have been listening, we're having some audio problems with Court Solutions. Of course, it picks today to go out. So we are having everything through -- those who are appearing through Court Solutions, there aren't many, will be making use of Zoom for the appearances. We have Zoom stream going. And hopefully, it will all work.

Now if you're on Zoom in the courtroom, just mute your phone so we don't have any collateral noise. I thank you all for coming. Welcome.

Obviously, we're on a timed-by-consent schedule where I believe the movants have 14 hours and the debtor 12 hours. This is court time. I'm not charging it to anybody. It's going to be like the World Cup, you know when the 90 minutes elapse, you never really know when it's over until the referee blows the whistle. Sometime on Friday I'll blow the whistle.

(Laughter)

THE COURT: So -- and we'll keep everybody -- my law clerks, Becca Earl and Alexandra Grant, are going to keep time. They'll double check each other. We'll let you know how you're doing. If there's any issues, we will address them as we go.

I am not normally every day going to have court appearances. I think for the first time it's worthwhile to have appearances. So let's start on behalf of the debtor.

MR. GORDON: Good morning, Your Honor. Greg Gordon,

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your time today. You may step down.

Mr. Jonas, do we anticipate Ms. Goodridge?

MR. JONAS: Yes, Your Honor. Mr. Morris will be handling that one.

THE COURT: All right. Thank you.

Mr. Morris, good afternoon.

MR. MORRIS: Good afternoon, Your Honor. John Morris, Pachulski Stang Ziehl & Jones for Arnold & Itkin.

The Movant's next witness will be Michelle Goodridge.

THE COURT: All right. And she's in the courtroom?

UNIDENTIFIED SPEAKER: We're getting her right now, Your Honor.

THE COURT: Great. Thank you.

Ms. Goodridge, hi. Please come over here. Please raise your right hand.

MICHELLE GOODRIDGE, MOVANT'S WITNESS, SWORN

THE COURT: Thank you. You may remove your mask if it helps. You're not required to. Thank you.

And I believe that's the witness's -- the prior witness's --

UNIDENTIFIED SPEAKER: I'll grab it. I'll grab it.

THE COURT: Great. Thank you.

MR. MORRIS: May I approach, Your Honor?

THE COURT: Absolutely.

UNIDENTIFIED SPEAKER: May I approach to clean it up,

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Your Honor?

THE COURT: Yes.

UNIDENTIFIED SPEAKER: Thank you.

THE COURT: All right. Thanks.

THE WITNESS: Thank you. I appreciate it.

THE COURT: Ms. Goodridge, I'm going to ask that you spell your name for the record.

THE WITNESS: Sure.

THE COURT: And just speak as forcefully as you can into that microphone.

THE WITNESS: Yes, sir. Michelle Goodridge, M-I-C-H-E-L-L-E, Goodridge, G-O-O-D-R-I-D-G-E.

THE COURT: And, Counsel, you may proceed when you're ready.

MR. MORRIS: Thank you very much, Your Honor.

Can you hear me?

THE COURT: Yes.

MR. MORRIS: After all the --

THE COURT: After all the --

MR. MORRIS: After all the video, it's how I begin every -- every discussion.

DIRECT EXAMINATION

Q Good afternoon, Ms. Goodridge.

A Good afternoon.

Q Good to see you again. To remind you, I'm John Morris.

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I'm from Pachulski Stang Ziehl & Jones for Arnold & Itkin.

You have before you, ma'am, two sets of materials. One is a binder of exhibits that we may look at from time to time.

A Okay.

Q And the other is a copy of your deposition transcript in case we need to look at that.

Ms. Goodridge, you've been employed at Johnson & Johnson for about 24 years; is that right?

A Yes.

Q And you came up through the marketing ranks of Johnson & Johnson; is that right?

A Various positions, marketing, some other business functions.

Q Okay. For the last two and a half years, you've been the president of what we call JJCI. Do I have that right?

A About two years.

Q Okay. You're aware that in October of 2021, there was a corporate restructuring of JJCI; is that right?

A Yes.

Q Okay. Let's just spend a couple of minutes talking about that. Generally, you're familiar with the corporate reorganization, correct?

A If you're referring to the one that I was involved in, I'm aware of that corporate restructuring.

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Q And as part of your involvement, you participated in about three or four meetings. Do I have that right?
A I participated in about three or four meetings when it came to learning about it and in my capacity, my role as the officer of JJCI.
Q So -- and those -- those meetings took place between October 1st and October 12th, 2021, correct?
A Yes. That is my recollection.
Q Okay. And lawyers were present for each of the meetings you attended, right?
A Yes, they were.
Q But you have no knowledge as to why the JJCI corporate restructuring took place in October 2021, correct?
A Could you ask the question again, please?
Q Sure. You don't know why the JJCI corporate restructuring took place in October 2021, why it took place at that moment in time?
A You know, I -- probably I could defer to my lawyers for the actual reason why it's in October, but that's when I understood it took place. I don't necessarily -- I wouldn't be in the position to know why in October.
Q Okay. And you never asked anybody at that time why this was happening at that moment in time, correct?
A No, but it wasn't my position, as it made sense to me. I was involved when I was needed to be involved.

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Q Okay. I'm going to ask you to just listen carefully to my question.
A Sure.
Q And only answer the question that I ask --
A Okay.
Q -- and then we'll get done quicker.
A Sure.
Q Okay. You never asked anybody why the JJCI corporate restructuring was happening in the middle of October 2021, correct?
A No.
Q That's correct, right?
A That's correct.
Q Okay. The whole restructuring took place over about 48 hours. Do I have that right?
A I don't know the specifics, but it was in a short amount of time.
Q Okay. And you don't know why it took place in such an expedited fashion, correct?
A I don't, but I wouldn't be the person to ask.
Q Okay. Again, I just want to know --
Your Honor, if you can help me out.
THE COURT: We will expedite things. If it calls for a yes or no answer, yes, no. And if we need more, someone will ask.

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THE WITNESS: Okay.

THE COURT: Thank you.

BY MR. MORRIS:

Q So over that 48-hour period or 72-hour period, you signed a bunch of documents; is that correct?

A Yes.

Q Okay. Let's look at the first of those documents or one of those documents. It's in your binder. It's actually tab 11, but it's marked as Exhibit 1.11, if you could just take a look at that.

Do you understand that this is an agreement and plan of merger?

A I do.

Q And if we go to the signature page, on page with the Bates number LTL, ending in 1138, those are your signatures, right?

A Yes they are.

Q And you signed this document on behalf of both Johnson & Johnson Consumer, Inc., as well as Chenango Zero, LLC. Do I have that right?

A Yes.

Q Can you explain to the judge what this document is?

A Sure. Give me a second to review and make sure I have the right one.

Yes. From looking at the document, it is the agreement by which JJCI, J&J Consumer, Inc., would be merged

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with and into Chenango. And then JJCI will cease to exist and Chenango would be the surviving entity.

Q Okay. Now, the agreement is dated as of October 12th, 2021, but you don't recall exactly when you signed it; is that correct?

A I recall signing this -- we could confirm, but on October 11th.

Q Okay. You first learned that you were the president of Chenango Zero sometime between October 1st and the day you signed the agreement, correct?

A Yes.

Q And you learned that from Chris Andrew, one of Johnson & Johnson's in-house lawyers, right?

A Yes.

Q You didn't negotiate the terms of this agreement with anyone, did you?

A No, I did not.

Q In fact, you can't even speak on the issue of whether this agreement was subject to any negotiated -- negotiations at all, correct?

A Could you ask that question again, please?

Q Sure. You can't speak on the issue of how this agreement was negotiated, if it was negotiated at all, correct?

A I was not involved in that, and so, no, I'm not in a position to speak to that.

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Q You were just presented with the agreement, you spoke with Mr. Andrew, you reviewed it, and you signed it, correct?
A I did review it. We did speak about it. I did -- I obviously was involved in understanding the purpose of what the restructuring was enabling and what the agreements meant before I signed them.
Q You didn't make any changes to the agreement before you signed it, correct?
A No, I did not.
Q You didn't propose any changes to the agreement before you signed it, correct?
A I did not. I did not feel I needed to, but I did not.
Q In fact, out of all of the documents you signed in connection with the corporate restructuring of JJCI in October 2021, you didn't propose a single change to any of them, correct?
A No, not from my recollection.
Q Okay. You just reviewed the documents with Johnson & Johnson's lawyers and you signed them, correct?
A I reviewed them. We discussed them. I understood the purpose and the intent. And then I signed based on that understanding.
Q You don't know what law firm represented Old JJCI in the merger transaction with Chenango Zero, correct?
A I don't know the specifics. I'm sure -- I would defer to

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remember exactly, I didn't think you represented my understanding exactly.

So, in other words, I knew there was legal -- lawyers representing the different entities, but it's not -- not something I would normally know, is the specifics of which lawyers.

Q Ma'am --

A Yeah. Yes.

Q You signed this document as president of JJCI, correct?

A Yes.

Q You cannot identify for this Court what lawyer represented that entity in connection with the preparation of this document, correct? Yes or no?

A No.

Q Okay. And you signed this document as the president of Chenango Zero, LLC, correct?

A I signed on behalf of Chenango Zero, as well as the president of JJCI.

Q Okay. And you can't identify for this Court who represented Chenango Zero, LLC, in connection with the preparation of this document, correct?

A No.

Q Royalty A&M, are you familiar with that entity?

A Yes.

Q That's another entity that was created as part of the

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A No, but I had a lot of other questions. I understood the purpose of what I was signing. I had legal representation in the discussions with me. And I felt entrusted that we had the right support supporting all the different discussions.
Q Can you identify one law firm that represented one entity that was involved in the 2001 corporate restructuring and -- and identify which company the law firm represented?
A I don't think it's my position to speak to the different law firms. I would defer to my lawyers for that.
Q Okay. So you represent -- you were the president of JJCI, correct?
A I am the president of JJCI.
Q You were the president of Chenango Zero, correct?
A Yes.
Q And for the few minutes that it existed, you were the president of Chenango Two, LLC, correct?
A I was the president of Chenango Two.
Q Okay. And you can't identify for the Court a single law firm that represented any of the entities for which you served as president, correct?
A Again, as I said, that I would defer to my lawyers for the specifics. That's not something I would need to know. I knew we had excellent legal representation, and I trusted and -- and liked my lawyers at that time.
MR. MORRIS: Your Honor, I move to strike after the

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responsive portion of my question.

THE COURT: Ms. Goodridge, it's acceptable to say, "Correct, I can't identify that for you."

THE WITNESS: Okay. Thank you.

THE COURT: Thank you.

BY MR. MORRIS:

Q Ms. Goodridge, the primary support lawyer you spoke with concerning the agreements that you signed was Chris Andrew; isn't that right?

A Yes.

Q And Mr. Andrew is a lawyer who works for Johnson & Johnson, correct?

A Yes.

Q He's in-house counsel, right?

A Yes.

Q And that's the person who you met with when you were going over these agreements, right?

A He is, yes.

Q But you wouldn't disclose to Mr. Jonas and Mr. Glasser during the deposition your conversations with Mr. Andrew because they were all privileged, right?

A Well, some of my conversation was deemed privileged and confidential.

Q Okay. So we -- the Court is never going to know those conversations, because you declined to answer the questions

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about the substance of your communications with Mr. Andrew, correct?

A No.

MS. BROWN: And, Your Honor, can I just object for a minute, since I was probably the person instructing on attorney/client privilege?

So certainly where appropriate, we asserted the attorney/client privilege, but Ms. Goodridge did testify to the facts. So I would just object on foundation grounds that that's not quite accurate.

MR. MORRIS: My response to that, Your Honor, is there are many times in the record -- and I'm not going to belabor the point -- where there was no instruction from counsel. She just unilaterally said, "I'm not going to tell you."

THE COURT: Okay. Objection sustained. The Court understands what the import of asserting a privilege and what it leads the Court to know and not to know.

BY MR. MORRIS:

Q Okay. You never spoke with outside counsel, with any attorney outside of Johnson & Johnson before you signed any of these agreements, correct?

A I did not.

Q Let's look at the consents that led to the execution of this document. If you can get Exhibit 17 in your binder, which

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is a document that's actually been marked as Exhibit 1.17, I believe.

And do you see on the second page at Bates number ending 1193, that has your signature?

A I do.

Q And did you sign this document as president of -- I don't know if I'm pronouncing this correctly -- Currahee Holding Company?

A Yes.

Q Okay. And you signed this -- did you sign this on October 12th or October 11th or some other time?

A What I recall was that I reviewed and signed documents on the 11th of October.

Q And can you explain to the Court what this document is?

A Sure. Give me a minute.

So from what I'm reading, this agreement has to do with the merger of the corporation. At this point, it's referring to J&J Consumer, Inc. being merged with and into Chenango Zero, LLC.

Q And what's Currahee's relationship to these parties?

A My understanding, again, we could defer to the agreements, but that Currahee was an entity that was established by Johnson & Johnson.

Q And do you know when Johnson & Johnson established Currahee?

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A Again, we could defer to the agreements for the specifics, but I recall that it was around that same time frame, maybe a little -- in that early October time frame. I don't know the specific date.
Q Were you the first -- were you the first president of Currahee?
A I don't know, but I -- I believe so. But again, we could defer to the agreements. I know it's in the agreement.
Q Yeah. I'm just asking you for your -- your memory and your knowledge.
Were you the first president of Currahee? Do you know?
A Yes, I think so.
Q There was no transition, right? You didn't have a meeting --
A No.
Q -- with somebody where somebody explained to you? What's the business of Currahee?
A Currahee, from my understanding, was a holding company.
Q And it was formed for the purpose of executing this corporate restructure, right?
A Again, I would defer to my legal counsel, but it was created as a part of the restructuring to enable what we wanted to do in terms of managing and resolving the talc litigation.
Q Okay. So this was all part of the attempt by -- by

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Johnson & Johnson to manage and resolve the talc litigation, correct?

A It was part of an intent to create a restructuring to be able to manage and resolve the talc litigation, yes.

Q Okay. Thank you. Do you know when Currahee became the sole shareholder of JJCI?

A Not the specifics, but I would assume around the same time frame, but I would defer to the agreements.

Q Okay. But that's not something you know, you're just making an assumption, fair?

A No, that's not -- not what I said. I'm just saying that I could defer to the agreements for the specifics.

Q I understand the documents speak for themselves. I'm asking you in your capacity as the president of Currahee if you know when Currahee actually first owned, took ownership of JJCI.

A I would say in that early October time frame when these transactions were being done.

Q Okay. Again, as part of the attempt by Johnson & Johnson to resolve the talc claims, correct?

A It was part of the restructuring.

Q Okay. And the restructuring -- the purpose of the restructuring was to resolve -- to resolve the talc claims, correct?

A My understanding was that the purpose of the restructuring

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was to help create a more equitable -- equitable and efficient way to manage and resolve the talc litigation.

Q All right. We'll talk about that more in a bit. But again, you first learned that you were going to become the president of Currahee in this same early October time period, right?

A Yes.

Q Is it a job you applied for? Was there like a job listing and they were looking for a president?

A No.

Q No? Somebody -- Mr. Andrew told you that you were going to be the Currahee president, correct?

A Yes.

Q Okay. And as president of Currahee, you authorized JJCI to be merged with Chenango Zero, correct?

A Are you referring to a specific agreement?

Q I'm just asking you if you know whether in your capacity as president of Currahee that you authorized JJCI to be merged with Chenango Zero? Either you know that or you don't.

A I did sign an agreement to that -- that transaction, from what I recall.

Q Okay. But -- but at least at the time of your deposition, you couldn't speak to which entity survived post-merger, correct?

A I don't recall. I mean, we could go back to the

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deposition, but I don't remember exactly what you're referring to.

Q Do you know which entity survived post-merger?

A Which merger are you talking about?

Q The one that's in this consent.

A Are you talking about this specific document?

Q Yeah.

A I could just -- if you give me a second, I can look at it.

Q But without -- I know the document --

THE COURT: Counsel is asking whether, based on your information, without referring to any documents --

THE WITNESS: Okay.

THE COURT: -- do you recall, with respect to that transaction, the merger of JJCI and Chenango One, do you recall the surviving entity -- or Chenango Zero, rather.

THE WITNESS: My understanding is that Chenango Zero became the surviving entity, but that's on recollection. So --

THE COURT: That's all that -- if that's your recollection, that's a fair answer.

BY MR. MORRIS:

Q Okay. You think Chenango Zero was the surviving entity from the merger of JJCI and Chenango Zero?

A Well, again, you're asking -- there were multiple transactions that happened that day. So I would just like to make sure that I am being accurate when I'm making my

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statement.

Q All right. You can't identify any business reason why JJCI, the consumer arm of Johnson & Johnson, would want to merge and change its name to Chenango Zero, correct? Yes or no? You can't -- you can't think of a business reason why JJCI would want to do that, correct?

A No, I -- I can think of a reason.

Q You cannot, right?

A I can.

Q Okay. But you couldn't at your deposition, correct? So that's something you learned after your deposition?

A No. I may not have represented that right but I -- I think there's a purpose why we were doing it.

Q Okay. Can you grab your deposition transcript, please?

A Sure.

MR. MORRIS: We put up page 41. And there's -- there's one objection there, Your Honor. So before I cross-examine the witness with her testimony, I would request that the Court rule on the objection. It's at line 14.

THE COURT: "Give me the business reason Johnson & Johnson would want to change its name to Chenango Zero."

Let me hear from Ms. Brown first.

MR. MORRIS: So can I have a ruling on the objection?

THE COURT: There's an objection as to form.

MR. MORRIS: Correct. So I'd like to read from line

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advertising the J&J name. We market a bunch of products. I just want to clarify that. And then, two, that I understand that for -- again, I can't speak to the legalities of how the transactions work. You can defer to our lawyers for that. I think they're in a better position to answer that. I can -- I can only tell you what the ultimate intent or purpose was for the business transaction where I was involved.

Did you give those answers to those questions?

A I did.

Q Okay. And so at the deposition, you didn't identify any particular business reason for the merger embodied in the document in front of you, correct?

MS. BROWN: Counsel, could I just trouble you for that page you were on, please?

MR. MORRIS: Yeah. It's 41 to 42.

MS. BROWN: 41. Thank you.

BY MR. MORRIS:

A Well, I actually think my -- when I read my deposition here, I would have a consistent answer, which is I did understand the purpose of the transactions. I might not have known the details of the legalities of the transaction, but I understood the general purposes.

Q Did you identify any business purpose for the transaction in any of the answers I just read?

A Well, as it states here, it says I understood the ultimate

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intent or purpose for the business transaction, which is still consistent.

Q Okay. Ma'am before signing these documents, you never had a business to business person discussion about any aspect of the transaction, correct?

A No.

Q All of your discussions about this restructuring were with lawyers, correct?

A Yes.

Q And that's why you have to defer to Johnson & Johnson's lawyers to articulate the business justification for Johnson & Johnson abandoning the Johnson & Johnson name in favor of Chenango Zero, correct?

A No. That's not how I would articulate it. As I articulated both in my deposition, that would be consistent. I understood the general purpose and intent of what these transactions were enabling.

MR. MORRIS: I'd like to move to strike, Your Honor.

THE COURT: Overruled.

BY MR. MORRIS:

Q Can you go to page 43, please?

MS. BROWN: I'm sorry, Your Honor. Is this impeachment? I didn't hear a question.

MR. MORRIS: It is. I'm going to try one more time.

MS. BROWN: What was the question that she didn't

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for Chenango Zero to enter into the merger with JJCI, correct?
A I'm just reviewing it just to make sure.
Q Take your time.
A Yes. That's what it appears to be.
Q Okay. And this is the flip side. So you were -- you were the president representing the parties on both sides of the merger, correct?
A I was.
Q Okay. And again, your understanding of the purpose of this particular document was gained solely through your conversations through Johnson & Johnson's lawyer, Mr. Andrews [sic], correct?
A Yes.
Q Okay. Let's go to 134, please. Do you recall that the next thing that happened was now Chenango Zero, which was the company that emerged from the merger of Chenango Zero and JJCI, got split into two?
A Yes.
Q Okay. And is it your understanding that this is the document that accomplished that?
A Let me just take a quick look.
Q Um-hum.
A Yes. That's what it appears to be.
Q Okay. And you authorized the divisive merger of Chenango Zero into those two companies, Chenango One and Chenango Two,

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correct?
A Yes.
Q And you learned that Chenango Zero would be divided in two in the same early October time period when you learned everything else about the restructuring, correct?
A Yes.
Q And you learned that from Mr. Andrews [sic], correct?
A I did.
Q And again, you never had a conversation with a businessperson about the purpose and intent of this particular transaction, correct?
A Nope.
Q Okay. And that's because your communications about the division of Chenango Zero into two entities was limited to your communications with Johnson & Johnson's lawyers, correct?
A Yes.
Q And you signed these documents based on the advice that you received from Johnson & Johnson lawyers, correct?
A Both on the advice and the discussion with the -- with our J&J lawyers.
Q Okay. You understood there was a whole team involved in crafting this restructuring. Is that right?
A I was under the understanding that there was a team involved in exploring the options and creating the recommendation, yes.

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Q Okay. But you never -- you can't -- you couldn't identify any member of that team at the time of your deposition, correct?
A Correct.
Q And you never spoke to any person on that team, correct?
A I did not.
Q So you don't -- you don't have any understanding of what they viewed as the various options that face Johnson & Johnson in dealing with the talc liabilities, correct?
A I did not.
Q Okay. And then a day later or just right after you signed this document Chenango One became LTL Management, correct?
A I don't know the specific timing, but in -- within a short amount of time.
Q Okay. Within hours or a day or two, right?
A Again, I don't know the specifics.
Q And Chenango Two became JJCI, correct?
A Yes.
Q So it did a round trip from JJCI to Chenango Zero to Chenango Two back to JJCI? Is that right?
A There were multiple steps in it, yes, but Chenango Two became JJCI, from my recollection.
Q Before authorizing the divisional merger that ultimately resulted in the -- well, let me ask you this. The -- as part of this process you understand that the talc liabilities were

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MR. MORRIS: If we can put that up, 161.

BY MR. MORRIS:

Q Beginning at line 22.

A Okay.

Q Actually, I'm going to start at page -- line 15. Were you asked these questions and did you give these answers?

"Q So the settlement of these cases has been running through J&J legal, not J&J Consumer, Inc., Michelle?

"A I can only say that I was not personally involved in it. I don't know who was involved in it, but I'm sure others could help maybe answer that question better than I could.

"Q Well" -- question -- "Well, was it an Apex Johnson & Johnson legal team, or Johnson & Johnson Consumer, Inc., legal team??

Then there's an objection.

THE COURT: "Overruled. Go ahead."

BY MR. MORRIS:

Q Answer, "I don't know." Did you give those answers to those questions during your deposition?

A I did.

Q Okay. So you'd agree that as president of JJCI you had no personal involvement in the settlement of any talc cancer cases, correct?

A Not personally, no.

Q Okay. And you have no idea how many talc cancer cases

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Q Okay. And if you can -- so this is Exhibit 1.20, and if you could just go to the page ending in Bates number 1251? Right? That's your signature there?
A Yes.
Q Okay. And like the others, Chris Andrews [sic] is the person who walked you through this document, correct?
A Yes.
Q And Ms. Ryan signed on behalf of Johnson & Johnson. Do I have that right?
A Yes.
Q Okay. You didn't participate in any negotiations concerning this agreement, correct?
A I did not.
Q You never changed a word of this document before signing it, correct?
A I did not.
Q You never asked for any changes to be made to this document before you signed it, correct?
A No.
Q You cannot speak to who negotiated the funding agreement, correct?
A No, but I don't know that there were any negotiations. Again, I would defer to my lawyers to address that.
Q That's right. So you never even asked if this agreement was negotiated, correct?

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Q Yep.
A The funding agreement, I signed this agreement. There were other transactions. Again, I'm not a lawyer. So I defer to the agreements and to the lawyers for the specifics.
Q Right.
A But once the entities, Chenango One became LTL and Chenango Two became JJCI there was an amended funding agreement that we signed to represent the new names. That's my recollection.
Q Okay.
A And again, I'm not a lawyer and I -- I would defer to the agreements.
Q I appreciate that. I think that's exactly what I just asked you. So I think we're on the same page. So go to -- it is 1.52 or Document 52 in your binder. And if you can go to the page ending in Bates number 2316, that's your signature, right?
A Yes.
Q And so now, you're signing on behalf of JJCI, because that's been reconstituted from Chenango Two, correct?
A I am signing on behalf of JJCI here.
Q Okay. So now, you're only representing the payer. Can you go to page 7, please, the Bates number 2306?
A Okay.
Q Okay. Now, again, JJCI is one of the payers, correct?

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A Can you repeat that question?
Q Do you know --
THE COURT: In exchange for the funding obligations that JJCI as a payer and J&J, what did JJCI receive under this agreement?
THE WITNESS: My -- I don't recall any specifics about what we received. It was an obligation, a one-way obligation to LTL.
BY MR. MORRIS:
Q Okay. Thank you. You've been in business for about 27 years, correct?
A Roughly, yes.
Q Yeah, and you've worked on lots of transactions, correct?
A Yes.
Q And you can't identify any transaction that you've worked on over the last 27 years where a corporate parent and one of its affiliates entered into a funding agreement whereby one promise to pay the bankruptcy expenses of the affiliate, correct? You've never seen anything like this before, correct?
A Well, first of all, I think every transaction I'm involved in is unique. So I guess, can you -- let me understand what the question is?
Q You're --
THE COURT: Have you seen a transaction similar to this previously?

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correct?
A Only what I know from the annual report, what gets reported.
Q Sir -- sir -- ma'am, at the time of your deposition you could not recall seeing any estimate of liabilities before you authorized all of these transactions?
A No.
Q Correct?
A Correct.
Q Okay. And you didn't know the value of JJCI, correct?
A No.
Q Okay. You didn't ask about the treatment of talc claims outside of the restructuring as opposed to the treatment of talc claims within a restructuring, correct?
A I didn't ask that specific question, no.
Q No. Let's just finish with a couple of questions about the board of LTL. Mr. Wuesthoff became the president, correct?
A Yes.
Q And did you appoint him as president?
A Yes, through one of the agreements.
Q Okay. But you never discussed his role or responsibilities with him before you made him president, correct?
A No.
Q Never had that conversation before you assigned him that

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job, correct?
A No.
Q In fact, you'd never met with Mr. Wuesthoff in connection with this reorganization, correct?
A No.
Q You don't even know who Mr. Wuesthoff reports to today, correct?
A No, not in his reporting structure, no.
Q No. Mr. Dickinson was also appointed CFO and one of LTL's managers, correct?
A Yes.
Q And did you appoint him as a manager?
A Yes, through the agreement.
Q You did, right?
A Yes.
Q But you never met with him in connection with these transactions before you assigned him to these positions, correct?
A Nope.
Q Mr. Deyo was appointed as the third manager, correct?
A Yes, Russ Deyo.
Q And you also never met with him in connection with these transactions before you put him in that role, correct?
A No.
Q So it's fair to say that you never discussed the roles or

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to make an objection to the use of these slides with a witness who's not adverse. I think they're leading. And even when the witness answers the question and then there's some information reflected in that slide, there's a lot more information in that slide and it's bolstering the witness's testimony. And I think it's improper and leading.

THE COURT: Okay. I'm going to -- sustained in part, overruled in part. The slides are not coming in as evidence.

MS. BROWN: Understood.

THE COURT: It's cross, but it's not really cross. It's direct.

MS. BROWN: Understood.

THE COURT: So try not to lead.

MS. BROWN: Thank you, Your Honor.

THE COURT: Thank you.

MS. BROWN: I will. I will use them as demonstrative aids and not answers for the witness, okay?

THE COURT: Thank you.

MS. BROWN: Thank you.

BY MS. BROWN:

Q Good evening, Ms. Goodridge, how are you dong?

A Good. Thank you.

Q Would you quickly tell us a little bit about your current position at Johnson & Johnson?

A Sure. In my day to day job I'm the president of the U.S.

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Healthcare Group, which is part of Johnson & Johnson Consumer, Inc. I'm also the president and officer of Johnson & Johnson Consumer, Inc.

Q Okay. And for how long have you been at Johnson --

THE COURT: And do you have one for the Court?

MS. BROWN: I do. May I approach, Your Honor?

MR. MORRIS: Could I get one?

THE COURT: Thank you.

MS. BROWN: Yes. Yes. Sure. You can have as many as you want.

MR. MORRIS: Thanks.

MS. BROWN: Here you go.

MR. MORRIS: That's fine.

MS. BROWN: Okay. May I approach, Your Honor?

THE COURT: Yes, please.

MS. BROWN: Okay. Thank you. Sorry. I was trying to move quickly.

THE COURT: I know. It -- don't worry.

MS. BROWN: Trying to go fast. Okay.

MR. MORRIS: Belly up.

MS. BROWN: Okay.

MR. MORRIS: Thank you.

MS. BROWN: May I continue, Your Honor?

THE COURT: Yes, please.

MS. BROWN: Okay.

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BY MS. BROWN:

Q Ms. Goodridge, you had just described your current position, and I was asking you if you wouldn't mind doing it again, to just briefly give us an overview of some of the other positions you've held in the Johnson & Johnson family of companies?

A Sure. I've been at J&J about 24 years, and held different positions within Johnson & Johnson Consumer, Inc., between marketing, professional sales, strategic marketing jobs; also held -- spent a few years in our pharmaceutical sector, was president of our neuroscience business there, which is our mental health business, and also worked in the global strategy organization in the firm.

Q Okay. Can you tell us a little bit -- so we can help understand some of your roles -- can you tell us a little bit about how Johnson & Johnson is organized from an operational standpoint?

A Sure. Simply put, Johnson & Johnson, the parent company has three sectors, sometimes referred to as segments, pharmaceutical, medical devices and the consumer health segment.

Q And if we look at this graphic, does this fairly represent the three sectors you just told us about?

A Yes.

Q And where -- I don't see JJCI on here. Where does JJCI

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fit in terms of that structure?
A Within the consumer segment.
Q Okay. And would you tell us -- we've been talking a lot about Johnson & Johnson Consumer, Inc., today. Can you tell us what it is and what it does?
A Sure. J&J Consumer, Inc., is really our, you know, our division, our sector, our group of companies that's responsible for products that are between our -- what we call our skin health business, as well as our self care business. I have responsibility for the self care business, which is a lot of the products you may know that are in your medicine cabinet, like Tylenol, Motrin, Zyrtec, Band-Aid, Listerine.

And then our other part of the business called skin health, has products that are, for what it says, skin health, beauty, products like Neutrogena, Johnson's Baby.
Q And so how does Johnson & Johnson -- how are Johnson & Johnson Consumer, Inc.'s products managed from an operational standpoint?
A We manage it by business units. So I run the U.S. business unit of self care, which is the products that we know of, many in our medicine cabinet. And there's a business unit that's separately run, managing the skin health operations.
Q Okay. And where would Johnson's Baby Powder have fit in this during the time period it was sold?
A In the skin health business unit.

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Q Okay. And you are the president of the self care business unit. Is that right?
A I am.
Q Does Johnson & Johnson Consumer, Inc., as an entity, manage the operational performance of its own products?
A No. So Johnson & Johnson Consumer, Inc., is a legal entity, and again, I play a corporate officer role in that function. On a day to day operational basis we run the business as these two business units.
Q So I understand, Ms. Goodridge, you are the president of the U.S. self care business. Is that right?
A Yes.
Q But you also have a president role with Johnson & Johnson Consumer, Inc.?
A Yes.
Q Is that right?
A Yes.
Q Can you help us understand the difference between your role as the president of U.S. self care and your role as the president of Johnson & Johnson Consumer, Inc.?
A Sure. I'll try to keep this very brief. So my self care responsibility, which is my day to day responsibility, we manage the sales of the brands and the products, the marketing and sales of the products that you see here, and the whole financial panel.

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In my president of Johnson & Johnson Consumer, Inc., as an officer I'm responsible for reviewing and signing documents that are legal transactions, you know, for example, acquisitions, partnerships, advertising agreements, those kind of things.

Q Do you have an operational management role as it relates to Johnson & Johnson Consumer, Inc.?

A No. I would describe that it's not an operational role. It's a corporate officer role, and I would describe my U.S. self care role as an operational role.

Q Okay. And in terms of the percentage of time you spend in one role or the other, can you break that down for us?

A I would say most of my time is running the U.S. self care business day to day, around 90 percent, 85, and then 10-15 percent, depending on the day or the month, on the J&J corporate officer role.

Q Okay. During -- in the course of your role as the president of U.S. self care, or even some of your earlier roles, did you have primary responsibility for talc, talcum powder or talcum powder products?

A No. They were not in my portfolio.

Q Okay. Did you nevertheless come to learn about the talc litigation?

A Of course.

Q And tell us how you would have learned about the talc

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products are safe.

Q Okay. Would you have participated in the corporate restructuring, would you have worked with Mr. Andrew to help effectuate this change in structure if you didn't think the talc was safe?

A No, I would not have.

Q Do you stand by your decision to help effectuate the restructuring and form LTL?

A Yes.

Q Okay. Do you stand by your decision to help form an entity that would hopefully have the ability to resolve the claims?

A I do.

Q Okay. Thanks very much.

MS. BROWN: I don't have anything more. Thanks, Your Honor.

THE COURT: Thank you. Redirect.

MR. MORRIS: Just a few questions.

MS. BROWN: Oh, I'm sorry. Russ was going to keep time.

MR. MORRIS: That's okay. Just a few questions.

REDIRECT EXAMINATION

BY MR. MORRIS:

Q That document that was on the screen, ma'am, you didn't see that document before you signed all these agreements,

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correct?
A Which one?
Q The approval memo?
A No, I did not.
Q And in fact, it was a long list of people --
MR. MORRIS: Can we get that back, the document back up on the screen, because I don't think it's in the binder. Is it exhibit --
THE COURT: I have it in front of me.
MR. MORRIS: Yeah, but I don't think the witness does.
THE WITNESS: Okay. I remember --
MS. BROWN: I can hand it up. I'm sorry.
MR. MORRIS: I think it's 69.
MS. BROWN: I'm sorry. What, 69?
MR. MORRIS: I think so.
MS. BROWN: Yeah.
MR. MORRIS: Great. Thanks so much.
MS. BROWN: Um-hum.
MR. MORRIS: May I approach, Your Honor?
THE COURT: Yes, please.
THE WITNESS: Thank you.
MR. MORRIS: Do you need one, Your Honor?
THE COURT: No, I'm fine. Thank you.
BY MR. MORRIS:

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Q Ma'am, this document, the subject of this document is, "Approval Request for Restructuring of Johnson & Johnson Consumer, Inc.," correct?
A Yeah.
Q And it wasn't sent to you, right?
A Nope.
Q Even though you were president of JJCI?
A Yes.
Q And you're not among the one, two, three, four, five, six, seven, eight, nine, ten people who received copies of it, correct?
A No.
Q And you had -- if you turn to page 6, you had no function in the due diligence process, even though you were president of JJCI, correct?
A Nope.
Q And they didn't show this to you before you signed all the agreements, correct?
A No.
Q Okay. What did mister tell -- Mr. Andrew tell you about the purpose of the bankruptcy was, why a bankruptcy was needed?
MS. BROWN: Objection, Your Honor. That lacks foundation.
BY MR. MORRIS:
Q Did you -- did Mr. Andrew discuss with you the purpose of

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the bankruptcy filing?
A Not -- the way I understood it, I'm trying to recall. That's a while ago. I understood that bankruptcy was likely, but that it was not -- it was a decision from the new entity of LTL to make that decision.
Q And did Mr. Andrews [sic] tell you why a bankruptcy was likely?
A No. We didn't discuss that detail.
Q How did you learn that a bankruptcy was likely?
A We discussed that part of it, but not the intricacies of how -- you know -- why -- why the details of the bankruptcy now.
Q Did he explain to you what the benefits were to Johnson & Johnson from a bankruptcy filing?
A No.
Q Did you ask him?
A No. That was not the nature of our discussion.
Q Did he tell you when diligence began on this restructuring?
A No, not the specific dates, no.
Q Did you -- did you have that -- do you have any -- did you have any knowledge as to when the diligence began for this restructuring?
A I recall from my discussions with Chris Andrew that the due diligence was going on for a multitude of months, but I

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didn't get a sense of the exact time frame, but it was a while.
Q So that -- so he told you that, right?
A That's what I recall.
Q Did he tell you -- did he tell you why the restructuring was being undertaken right in October 2021?
A No. I didn't ask that.
Q Did he tell you what the goals were of the bankruptcy filing?
A No, not specifically.
Q Did you ask him?
A No.
Q Did you ask him anything about Johnson & Johnson -- withdrawn.

MR. MORRIS: You know what, Your Honor, I have nothing further. I'm going to leave it there. Thank you.

MS. BROWN: Nothing from me, Your Honor. Thank you for accommodating us today.

THE COURT: All right, folks. Not bad. A little 20 minutes overage is not bad. Your conference rooms, you can leave -- those that have been assigned, you can leave your -- we're going to lock them as soon as you all leave. The CSLs would like you to leave as soon as possible. It's getting dark in Trenton. I'd like you to leave as soon as possible.

(Laughter)

THE COURT: So --

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EXHIBIT 15

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Deposition of
Michelle Goodridge

Date: December 20, 2021

Case: LTL MANAGEMENT LLC, Debtor.

No. 21-30589 (MBK)

Court Reporter: Nicola Gengler, CCR, CSR, RPR

Paszkiewicz Court Reporting
Phone: 618-307-9320
Toll-Free: 855-595-3577
Fax: 618-855-9513
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OFFICE OF THE UNITED STATES TRUSTEE
FOR THE DISTRICT OF NEW JERSEY

IN RE:	)	
	)	
LTL MANAGEMENT LLC,	)	No. 21-30589 (MBK)
	)	
Debtor.	)	

VIDEOTAPED DEPOSITION OF MICHELLE GOODRIDGE

Taken on behalf of the Talc Creditor Committee
December 20, 2021

Nicola Gengler, CSR, RPR
Certified Shorthand Reporter
License No. 084-003780

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OFFICE OF THE UNITED STATES TRUSTEE
FOR THE DISTRICT OF NEW JERSEY

IN RE:)
)
LTL MANAGEMENT LLC,) No. 21-30589 (MBK)
)
Debtor.)

VIDEOTAPED DEPOSITION OF MICHELLE GOODRIDGE, produced, sworn, and examined on behalf of the Talc Creditor Committee, December 20, 2021, between the hours of 9:04 a.m. EST and 5:45 p.m. EST of that day, before Nicola Gengler, Certified Shorthand Reporter.

APPEARANCES

APPEARING TELEPHONICALLY: The Plaintiff Steering Committee was represented by Ms. Michelle A. Parfitt of the law firm of Ashcraft & Gerel, 1825 K Street NW, Suite 700, Washington, DC 20006.

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. James F. Green of the law firm of Ashcraft & Gerel, 1825 K Street NW, Suite 700, Washington, DC 20006.

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. David Selby, II of the law firm of Bailey Glasser, LLP, 3000 Riverchase Galleria, Suite 905, Birmingham, AL 35244.

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. Brian A. Glasser and Ms. Cary Joshi of the law firm of Bailey Glasser, LLP, 1055 Thomas Jefferson Street NW, Suite 540, Washington, DC 20007.

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Ms. Katherine E. Charonko of the law firm Bailey Glasser, LLP, 209 Capitol Street, Charleston, WV 25301.

APPEARING TELEPHONICALLY: Alishia Landrum was represented by Ms. Leigh O'Dell of the law firm of Beasley Allen, 218 Commerce Street, Montgomery, AL 36104.

APPEARING TELEPHONICALLY: The Official Committee of Talc Claimants was represented by Mr. Jeffrey L. Jonas of the law firm of Brown Rudnick, One Financial Center, Boston, MA 02111.

APPEARING TELEPHONICALLY: The Debtor was represented by Mr. James M. Jones of the law firm of Jones Day, 250 Vesey Street, New York, NY 10281-1047.

APPEARING TELEPHONICALLY: Randy Derouen and other talc claimants were represented by Mr. Jerome H. Block of Levy Konigsberg LLP, 605 3rd Avenue, 33rd Floor, New York, NY 10158

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. Douglas D. Von Oiste from the law firm of Karst & von Oiste, 505 Main Street, Port Jefferson, NY 11777.

APPEARING TELEPHONICALLY: Kristie Doyle, representative of the Estate of Daniel Doyle and other Mesothelioma Creditors Claimants, were represented by Mr. Joseph D. Satterley of the law firm of Kazan, McClain, Satterley & Greenwood, 55 Harrison Street, Suite 400, Oakland, CA 94607.

APPEARING TELEPHONICALLY: Aylstock, Witkin, Kreis & Overholtz PLLC was represented by Mr. Robert J. Pfister and Mr. Nir Maoz of the law firm of KTBS Law LLP, 1801 Century Park East, 26th Floor, Los Angeles, CA 90067-2328.

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. John A Bougiamas, as Co-Counsel, of Otterbourg PC, 230 Park Avenue, New York, NY 10169-0075

APPEARING TELEPHONICALLY: Arnold & Itkin was represented by Mr. John Morris and Ms. Karen B. Dine of the law firm of Pachulski Stang Ziehl & Jones, 780 Third Avenue, 34th Floor, New York, NY 10017-2024.

APPEARING TELEPHONICALLY: Arnold & Itkin was represented by Mr. Steven J. Kahn of the law firm of Pachulski Stang Ziehl & Jones, 10100 Santa Monica Boulevard, 13th Floor, Los Angeles, CA 90067-4003.

APPEARING TELEPHONICALLY: The Deponent and the Debtors were represented by Ms. Allison M. Brown of the law firm of Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates, One Manhattan West, New York, NY 10001-8602.

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APPEARING TELEPHONICALLY: For the Office of the United States Trustee, Mr. Jeffrey M. Sponder and Ms. Lauren E. Bielskie from the United States Department of Justice, One Newark Center, Suite 2100, Newark NJ 07102.

APPEARING TELEPHONICALLY: Johnson & Johnson and Johnson & Johnson Consumer, Inc., were represented by Mr. Gregory Starner of the law firm of White & Case, 1221 Avenue of the Americas, New York, NY 10020-1095.

ALSO PRESENT:

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. D. Todd Mathews of the law firm of Bailey Glasser, LLP 34 North Gore Avenue, Suite 102, Webster Groves, MO 63119.

APPEARING TELEPHONICALLY: The Talc Creditor Committee was represented by Mr. Daniel M. Stolz of the law firm of Genova Burns LLC, 110 Allen Road, Suite 3C, Basking Ridge, NJ 07920.
Mr. W. Lydell Benson, Jr., Law Clerk with Brown Rudnick.

Ms. Kathryn Tirabassi with FTI Consulting.

Ms. Stephanie Martin, Paralegal Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates.

Also Present: The Videographer, Mr. Scott Sill and Mr. Michael Lewis, in association with Paszkiewicz Court Reporting, 26 Ginger Creek Parkway, Glen Carbon, IL 62034.

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IT IS HEREBY STIPULATED AND AGREED by and between Counsel for the Debtor and Counsel for the Talc Creditor Committee, that this deposition may be taken in shorthand by NICOLA GENGLER, a Certified Shorthand Reporter, and afterwards transcribed into typewriting, and the signature of the witness is not waived by agreement of counsel and the witness.

* * * * * * * * * * * *

THE VIDEOGRAPHER: This is the videotaped deposition of Michelle Goodridge. Today's date is December 20th, 2021. The time is 9:04 a.m. Eastern. All attorneys present will be indicated on the stenographic record.

THE REPORTER: Sorry, Scott. This is Nicola. You cut out there. Are you ready for the notary to swear in the witness?

THE VIDEOGRAPHER: Yes.

(Witness sworn.)

MICHELLE GOODRIDGE

of lawful age, being produced, sworn and examined on the part of the Talc Creditor Committee, and after responding "Yes" to the oath administered by the court reporter, deposes and says:

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* * * * * * * * * * * *

EXAMINATION

BY MR. GLASSER:

Q. Okay. Tell the court reporter your name, ma'am.

A. Michelle Goodridge.

Q. You are the president of Johnson & Johnson Consumer, Inc.?

A. Yes, I am.

Q. How many years have you been president of Johnson & Johnson Consumer, Inc.?

A. That's a good question. I don't have the exact years, but I have been at Johnson & Johnson for 24 years and I have been serving in that capacity for -- certainly in this current role for over two and a half years, approximately there.

Q. All right. So you said 27 years in business?

A. I have been at Johnson & Johnson for 24 years.

Q. 24 years at J&J.

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How many years before that in business?

A. About three additional years before business school.

Q. Great. So 27 years in business.

In those 27 years in business, ma'am, have you negotiated lots of business deals?

A. I have been involved in many business deals, yes, over those 27 -- 27 years.

Q. Unfortunately, you -- you are fading out when you are speaking for some reason.

Could you give me that answer again? I'm sorry.

A. Sure. Let's try this again.

Yes, I have been involved in many business deals over the 27 years. How --

Q. So you --

A. -- was that? Was that clear?

Q. That's great. Yeah, it's much better. I think maybe you have to be a little closer to the computer. I'm sorry. It's going to make you lean forward today a little bit but...

A. No problem.

Q. All right. So in that 27 years, you

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have bargained a lot of contracts; right?
A. I wouldn't use that word "bargained," but I have been involved in many business, you know, deals.
Q. Negotiations?
A. Again, business transactions.
Q. Are most business transactions some form of negotiation where there is a counter-party involved?
A. Not all business transactions that I have been involved in involve a counter-party. There are many different kinds of business transactions that I have been involved in.
Q. But I take it those 27 years have taught you that lots of different circumstances affect bargaining power in a negotiation; right?
MS. BROWN: Objection to the form.
Ms. Goodridge, you can answer if you understand the question.
THE WITNESS: Well, I'm not -- could you repeat? I'm not super clear on the question. Thank you.
BY MR. GLASSER:
Q. So you spent 27 years in business; right?

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A. I spent 27 years in business, yes.
Q. And you have been in lots of business deals; right?
A. Lots of business matters.
Q. And you know from your personal experience that different circumstances affect bargaining power in a negotiation, right, the different circumstances of the two parties?
MS. BROWN: I object to the form of the question.
Go ahead. And, Ms. Goodridge --
THE WITNESS: I'm just not --
MS. BROWN: -- unless I instruct you not to answer, just if you can give me a second to just object for the record, then you should go ahead and answer if you can.
THE WITNESS: Yeah. I'm just not clear on the question you are answering. I'm not comfortable answering that question.
Could you --
BY MR. GLASSER:
Q. All right. Let me ask you an easier question.
A. Thank you.
Q. Are you ready? This is an easier

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one.
Let's say you are negotiating a business deal and your counter-party really needs the money.
Would you tend to have more power in that negotiation?
MS. BROWN: Object to the form.
THE WITNESS: I -- first of all, I'm not clear on the question you are asking me. And, secondly, every business transaction is very different in manner.
BY MR. GLASSER:
Q. So in 27 years of business, you don't think that if the counter-party you are negotiating with really needs the money, it helps you get what you want in the negotiation? That's not been your experience?
MS. BROWN: Objection to the form.
THE WITNESS: I am not comfortable answering that question. Again, I have been involved in many business transactions and every single one is different.
BY MR. GLASSER:
Q. Okay. So you just -- you don't have enough experience in business to know that if

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your counter-party really needs the money, it might help you get the deal done? That's beyond your -- that's beyond your experience?
MS. BROWN: I object.
THE WITNESS: Let me just answer in two parts. I think I have many -- much business experience in different business matters, but I'm not comfortable addressing your specific question because as I stated, I think every business deal and situation is unique and different.
BY MR. GLASSER:
Q. So even though you have 27 years in business, you can't imagine that the counter-party needing the money would give you leverage in a negotiation; is that your testimony?
MS. BROWN: Objection to the form.
THE WITNESS: Again, I'm not comfortable answering the question as stated. Again, as I stated, every business situation is unique.
BY MR. GLASSER:
Q. All right. So the business situation that we are here to discuss is the 2021 corporate reorganization that JJCI engaged in October.

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Are you familiar with that transaction?

A. I am familiar with the transaction at hand, yes.

Q. Okay. And in preparation for today's deposition, did you review the closing binder of the transaction documents of that reorganization?

A. Well, in preparation for today, I did review the documents that I was involved in signing.

Q. Great. So you familiarized yourself with those documents that you signed that we may discuss today?

A. Well, I reviewed the documents that I was party to. I'm not exactly sure which documents you are referring to. But I know I reviewed the documents, you know, with my lawyers that I was party to signing.

Q. Okay. And we have an exhibit which is Exhibit 1. I put the index in your file there that has a closing binder of 80 -- with 80 different tabs.

And we are not going to show you all 80 of those, but I want to get a stipulation on the record, and I think I have an agreement with

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Jones Day, that nobody is disputing the authenticity of Exhibit 1 and those 80 documents in there; is that true?

MS. BROWN: Well, this is Alli Brown. I will let Jim speak to a stipulation you might already have with them. I just don't know what's in that binder. And is there a way for us to get a copy of the index or whatever you are showing the witness?

MR. JONES: And this is --

MR. GLASSER: Yeah.

MR. JONES: This is Jim Jones. We don't have any stipulation, Brian. We produced the binder and I don't -- I can't see a Bates number. I don't know what it is. And I don't think we're going to have issues about authenticity in the end, but we have no stipulation at present.

MR. GLASSER: Okay. Well, I've worked out the contents of the closing binder with Mr. Rasmussen and we agreed on the index and that there wouldn't be a dispute about authenticity in today's deposition about those -- the closing binder you guys produced.

Can you give me that?

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MR. JONES: I'm not suggesting there is going to be any difficulty. But I'm not aware of a stipulation as to evidentiary authenticity.

MR. GLASSER: I'm asking you to stipulate now to the authenticity of the closing binder that you've produced.

MS. BROWN: Well, a couple of things, Mr. Glasser. Could we see an index or the document so we can verify that?

MR. GLASSER: We will put the index on the screen.

So this is the index for the closing binder that you guys produced, Mr. Jones, that -- and Mr. Rasmussen and myself last week traded this back and forth until he was satisfied and we agreed this would be the index for the official closing binder. And I understood we were not going to have a dispute today about the authenticity of these documents.

So can you agree to that?

MR. JONES: I can't right now. You can ask the question --

MR. GLASSER: All right. Well, we will do it the old-fashioned way.

BY MR. GLASSER:

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Q. How many hours, Ms. Goodridge, did you prepare for this deposition in the month of December?

A. I don't know an exact number of hours. I would say over a course of a few days, several hours each.

Q. So just give me a rough total.

A. Over a few days, several hours each, so I would say approximately in the range of, you know, eight to 12 hours. But, again, it's not precise. I don't have -- I'm not counting the hours in front of me.

Q. That's fine. How many different preparation sessions?

A. Again, I don't know exactly. I would say probably about four to five. In the month -- you are asking specifically in the month of December?

Q. Okay. Yes, in the month of December.

Did you also prep for your deposition in the month of November?

A. No.

Q. Okay. Now, I take it -- I understood from your LinkedIn profile you came up through the marketing side of the J&J business; is that

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MS. BROWN: I object, again, to the argumentative nature and asked and answered several times.

THE WITNESS: I just want to clarify, we don't market one brand, as you stated, J&J brand. We market a series of brands and products as part of Johnson & Johnson and all of them have a very different budget every year.

BY MR. GLASSER:

Q. All right. Do you think that the Johnson & Johnson name has value?

A. I think there are different ways to characterize value. And so can you ask your question more specifically?

Q. Does the Johnson & Johnson name have any value?

MS. BROWN: Objection to the form.

BY MR. GLASSER:

Q. Monetary value?

MS. BROWN: Objection to the form.

THE WITNESS: Again, I can't tell you if the J&J brand has monetary value. I know it's an important brand for consumers.

BY MR. GLASSER:

Q. So even though you came up through

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the marketing side of the business and even though you are the president of the consumer business, you don't know if the Johnson & Johnson name has any value?

MS. BROWN: Well, I object. It completely misstates her testimony.

THE WITNESS: As I stated, the J- -- I can tell you that the Johnson & Johnson brand has importance to consumers.

And, again, as I stated, J&J has many brands and many products, not one Johnson & Johnson brand.

(Whereupon, Exhibit No. 1.11 was marked.)

MR. GLASSER: All right. I want to show you Exhibit 1.11 which is an agreement and plan and merger between Old Johnson & Johnson Consumer, Inc., and a company called Chenango Zero. I'm going to put it in the index, but it's only a few pages, so we will just put it up on the screen.

Let's show the witness the first paragraph, blow that up.

MS. BROWN: And, Counsel, just for the record, Ms. Goodridge has with her a hard

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copy --

MR. GLASSER: Great.

MS. BROWN: -- of the relevant documents that she signed. So I would just -- if we could pause for a moment, it will be helpful to her and to the process.

Ms. Goodridge, if you want to look at the hard copy, that might make things easier.

THE WITNESS: Thank you. I appreciate that.

BY MR. GLASSER:

Q. Okay. Let's just get some things straight.

You don't have any notes on the copies with you, do you, Ms. Goodridge?

A. I do not.

Q. Okay. You don't have any other electronic devices on that you can see or look at during this deposition; right?

A. No. The only electronic -- I have a computer that has our Zoom virtual meeting on it, but nothing else.

Q. That's fine. So you recognize this agreement and plan of merger between Johnson & Johnson Consumer, Inc., and Chenango Zero, a

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Texas limited liability company, don't you, Ms. Goodridge?

A. I do. I recall it, yes.

Q. All right. And you know -- and you are the president of Chenango Zero and the president of Johnson & Johnson Consumer, Inc.; is that correct?

A. Yes.

Q. Okay. When did you first learn you were president of Chenango Zero?

A. I first learned that I was president of Chenango Zero, from what I recall, through some meetings with my lawyers regarding this transaction.

Q. I asked you when was that.

A. From what I recall, in early October.

Q. So the second week of October?

A. I didn't say that. I recall it as early October.

Q. All right. So this is dated October 12.

How many days before October 12 did you first learn you were president of Chenango Zero?

MS. BROWN: I object to the form,

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misstates her testimony.
THE WITNESS: I don't remember the exact days. I would say a week or two before, approximately. Early October.
BY MR. GLASSER:
Q. Where were you when you learned that?
A. You know, I believe from what I recall -- again, I can't remember everything, but I believe I was here in my office in Fort Washington, Pennsylvania.
Q. All right. In that first week of October when you learned you were going to be president of Chenango Zero, did you ask any questions?
MS. BROWN: And let me just interject for a minute, Ms. Goodridge, and caution you not to reveal any specifics of legal advice you might have sought from lawyers representing Johnson & Johnson or Johnson & Johnson Consumer, Inc.
Certainly your general understanding or general inquiries are fine. It's the specifics of the conversations I want to caution you about.
BY MR. GLASSER:
Q. So in that first week of October when

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you learned you were president of Chenango Zero -- you were going to be president of Chenango Zero, did you ask any questions?
A. When I first learned, we had a variety of different discussions which included information that was provided and questions that were asked and answered.
Q. All right. So you first learned that in October -- before October 12 at one meeting that you recalled.
Was there more than one meeting?
A. Can you ask your question -- could you be more specific with your question, please?
Q. Yes. I asked you when did you first learn you were going to be president of Chenango Zero.
You told me it was probably within a week of October 12, but it could have been earlier in October; right?
Do you remember that question and answer?
A. I remember I said early October, yeah.
Q. All right. And you told me about a meeting with your lawyer.

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A. Yes.
Q. And I'm saying, was there one meeting or more than one meeting before the -- with you personally before this transaction went down?
A. I had several meetings with the lawyers from what I recall.
Q. All right. I'm saying before the transaction went down, so you are saying in October you had several meetings.
How many?
A. In early October. I don't remember specifically, a handful of meetings, three or four. I don't remember exactly.
Q. All right. Were lawyers present at every single meeting?
A. Lawyers were present in all the discussions, yes.
Q. All right. Which lawyer told you you were going to be president of Chenango Zero?
MS. BROWN: No. I'm going to object and instruct her not to answer.
MR. GLASSER: Ms. Brown, the identity of the lawyer is not privileged.
MS. BROWN: Well, but you are asking for the identity of a lawyer who said something

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specific and that is privileged.
MR. GLASSER: No, it is not. The identity of whoever told you you were going to be president of Chenango Zero is not privileged.
MS. BROWN: I disagree.
MR. GLASSER: I gave her that question.
MS. BROWN: I disagree. You can ask her what lawyers she spoke to about the transaction. You can ask her her general understanding. But you cannot ask her what a specific lawyer told her.
MR. GLASSER: No, no. I didn't ask what. I asked who.
MS. BROWN: You said --
MR. GLASSER: Who? The identity, who?
MS. BROWN: -- who told you and then you had a specific piece of information. And that's privileged.
MR. GLASSER: All right. Well, let me lay the foundation.
BY MR. GLASSER:
Q. Did any person who was not a lawyer inform you you were going to be president of

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Chenango Zero?
A. No.
Q. Okay. Who informed you you were going to be president of Chenango Zero?
A. From what I recall, I learned about it from one of our lawyers named Chris Andrew.
Q. How did you learn it, orally or in writing?
A. From what I recall, I learned about it -- again, I don't remember the specifics -- but from Mr. Andrew through an oral discussion. But I also -- we were in -- I had an opportunity to review some of these documents in that session as well.
Q. Okay. So in that early October -- or that October -- that session between October -- well, it wasn't on the 12th, right, we know that; correct?
MS. BROWN: Object to the form.
BY MR. GLASSER:
Q. Was this meeting with Mr. Andrew on the 12th of October?
A. Again, I don't remember the specifics. We had several meetings. They were all in early October.

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Q. All right.
A. Like first and second week, approximately.
Q. Okay. And did you review this agreement and plan of merger before you signed it?
A. I did.
Q. At one of these meetings in early October?
A. That is what I recall.
Q. All right. On the day of October 12, were you delivered signature pages or the actual entire documents to sign?
A. I don't recall the specific timing, but I remember reviewing the -- I had the entire document before signing and we reviewed the document.
Q. With those lawyers in those meetings in October?
A. Well, to be clear, I reviewed it with -- Chris Andrew was one of the lawyers that I reviewed it with.
Q. Okay. Did you actually sign these documents yourself or did you -- was your signature stamped on them?

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A. I signed them personally.
Q. You've got great handwriting.
Was there an actual closing with a closing table?
A. I'm not sure what you are referencing. I can only reference the meeting I was in.
Q. Like when you do a business -- like when you do a business deal and all the documents are on the table and you come in and you sign them one after another in the right order, did you do that?
A. Well, I can only reference exactly the meeting that I was in. I don't know what you are referring to specifically.
Q. On October 12th, was there a closing?
MS. BROWN: Object to the form.
THE WITNESS: Again, I can't speak to any closing meetings, et cetera. I can only reference the meetings I had with our lawyers to review and sign the documents.
Again, I'm -- I'm not sure what meeting you are referring to, if it's the same --
BY MR. GLASSER:
Q. Okay. So did you sign these

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documents prior to October 12th?
A. Again, I can't recall the specific date of when I signed them. I know it was in that time frame in early -- early, first, second, third week of October.
Q. All right. But this Exhibit 1.11 which is an agreement and plan of merger, let's go to the signature page. I think it's -- I think it's -- yeah, there.
Where you signed for Johnson & Johnson Consumer, Inc., and Chenango Zero, do you see that?
A. I do.
Q. All right. I take it as president of both these companies, you do not actually sit down and negotiate a merger agreement with yourself?
A. Well, let me just -- can you clarify that question again?
Q. I think it's an easy one.
Did you negotiate this merger agreement with yourself? Did you actually negotiate with yourself?
A. Again, I can't speak to a negotiation. I can speak to the process I was

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involved in which was signing the document on behalf as a representative of J&J Consumer, Inc., and as a representative of Chenango Zero.

Q. Okay. And as a representative of Chenango Zero, you, Ms. Goodridge, proposed zero changes to the document you were presented with; correct?

A. I want to -- so I can only share my role in the process which was to review the intent and purpose of the document and I also understood that this was reviewed extensively by lawyers and the appropriate team before I signed it.

Q. Okay. So here's my precise question.

As president of Chenango Zero, Ms. Goodridge, you proposed zero changes to this document before you signed it; correct?

A. Again, I can only speak to the document I signed. When I signed this document, I did not have any changes at that moment when I signed it.

Q. Okay. And you didn't have any changes on behalf of Johnson & Johnson Consumer, Inc., when you signed it; correct?

A. I can only speak to the timing of

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the -- when I signed the document and reviewed the document, at that point in time, I had no changes to the document.

Q. Well, let's be clear.

You personally, Ms. Goodridge -- we are going to go through about 20 -- maybe 30 documents you signed.

Isn't it true that you didn't propose a change of a single word in any of those documents?

A. I can only state that in my interactions with the document which as I reviewed them extensively with our lawyer, I signed on behalf of our corporation, and I don't recall making specific changes to any documents at that point in time.

Q. At any point in time; isn't that true?

You first learned about these documents in October of 2021; correct?

A. I learned about the documents in early October.

Q. And from that time until the time you signed, you proposed zero changes to any of them; isn't that true? You personally proposed zero

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changes to any of them?

A. From what I recall, I don't remember proposing any changes. I know I reviewed it extensively with my lawyers before signing.

MR. GLASSER: Okay. Let's go to Exhibit 1.17. Let's blow up the first -- let's blow up the first Whereas clause.

(Whereupon, Exhibit No. 1.17 was marked.)

BY MR. GLASSER:

Q. Ms. Goodridge, you recognize Exhibit 1.17 as a written consent in lieu of meeting that you signed; isn't that right? On behalf of --

A. I agree that is the document that we are looking at.

MR. GLASSER: I'm sorry. Do you recognize -- let's show her her signature on page 2.

BY MR. GLASSER:

Q. Do you recognize that as your signature, Ms. Goodridge?

A. I do.

Q. On behalf of a company called Currahee Holding Company, Inc.?

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A. Yes, I do.

MS. BROWN: And, Ms. Goodridge, this is also in your binder if you're having trouble seeing it on the screen and want to refer to the complete document.

THE WITNESS: Yes. Thank you.

BY MR. GLASSER:

Q. Sure. (Inaudible) -- the same day you learned about being president of Chenango Zero?

A. Could you repeat the question? You cut out at the beginning.

Q. Yes. So you told me that you first learned about being president of Chenango Zero in October of 2021.

I'm asking, is that -- did you also learn the same day you were president of Currahee Holding Company?

A. I learned at the same timing that I was president of Currahee Holding. I don't remember the exact day, time, et cetera.

Q. All right. Again, it was in October of 2021; correct?

A. From what I recall, yes, it was in October of 2021.

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MR. GLASSER: All right. Let's go back to the first page.
BY MR. GLASSER:
Q. By the way, do you know what a Chenango is?
A. Are you asking from me a definition? I'm sorry. Could you restate the question?
Q. Well, you are the president of Chenango Zero; right?
A. I am the president of Chenango Zero.
Q. What's a Chenango?
A. I know -- I can only tell you what I know which is it's the name of this entity. I don't -- there may be other definitions, but I can't answer that.
Q. You weren't involved in choosing the names?
A. I was not involved in choosing the name which is not unusual.
MR. GLASSER: All right. So back to 1.17, let's pull up the first Whereas clause.
BY MR. GLASSER:
Q. You see this, it says, "The corporation will merge with and into Chenango Zero."

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Do you see that?
A. Just give me a minute because -- so I can actually read the whole thing. Sorry.
MR. GLASSER: And let's pull up the definition of corporation in the first paragraph 4, the very first paragraph so she can see that's Johnson & Johnson Consumer, Inc.
BY MR. GLASSER:
Q. So this is a document where Johnson & Johnson Consumer, Inc., causes Currahee Holding to merge into Chenango Zero.
Do you see that?
A. Yeah. Just give me a minute. I'm just reading it just to make sure.
Okay.
Q. All right. And then you are also aware that then Johnson & Johnson Consumer, Inc., merged into Chenango Zero; right, Ms. Goodridge?
A. Are you referring to this specific document?
Q. No. We can take that document down.
Another step of the transaction, Johnson & Johnson Consumer, Inc., the company you were president of, merged into Chenango Zero and became Chenango Zero; isn't that true?

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A. Yeah. I'm just listening carefully because there were many transactions. I just want to make sure I understood your question. Is there a document you're referring to specifically?
Q. Are you not familiar enough to know -- to -- you don't know if I'm right?
MS. BROWN: Objection to the form.
THE WITNESS: Well, actually, would you mind just restating your question?
BY MR. GLASSER:
Q. Did Johnson & Johnson Consumer, Inc., end up merging into Chenango Zero and having Chenango Zero survive?
A. From my recollection, yes, there was a transaction that had Johnson & Johnson Consumer, Inc., merging with Chenango Zero.
Q. And Chenango Zero, the Texas company, survived the merger; right?
A. Again, the legal language I can't speak to. I can only speak to what I understand as the transaction.
Q. All right. Well, I tell you what then, can you give me a business reason Johnson & Johnson Consumer, Inc., a company that had spent

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some substantial amount of money, although you don't know the amount establishing its name in the consumer market, would want to become Chenango Zero, a thing you don't know the meaning of?
MS. BROWN: Objection to the form of the question, argumentative.
THE WITNESS: Could you restate the question, please?
BY MR. GLASSER:
Q. Yeah. Give me the business reason Johnson & Johnson Consumer, Inc., would want to change its name to Chenango Zero.
MS. BROWN: Objection to the form.
THE WITNESS: Again, I can't speak to -- I'm not a lawyer. You know, I think I'm not privy to all the details. My under- -- I understand that there were important reasons, business reasons, to conduct the transactions that I'm aware of that day which included Johnson & Johnson Consumer, Inc., merging into Chenango Zero.
BY MR. GLASSER:
Q. Okay. Tell me a business reason a company that had spent, in your words, a

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that you and I were talking about that you signed to cause Johnson & Johnson Consumer, Inc., to become Chenango Zero; agreed?

A. Yes.

MR. GLASSER: Okay. Let's go to Exhibit 1.34.

(Whereupon, Exhibit No. 1.34 was marked.)

BY MR. GLASSER:

Q. This is a written consent of Chenango Zero, Ms. Goodridge, and you know -- and let's show her her signature on page 3.

Do you see that?

A. I can see --

MS. BROWN: If she wants to, let's just give her a second to get either her electronic copy on your tablet or hard copy, whatever you want, Ms. Goodridge.

BY MR. GLASSER:

Q. All right. Is that your -- is that your signature, Ms. Goodridge?

A. Yes, that is my signature.

MR. GLASSER: All right. Let's go back to the first page.

BY MR. GLASSER:

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Q. So this -- after Chenango Zero was created, the company divided into Chenango One and Chenango Two; do you agree?

A. Sorry. Just give me a second. Are you showing me? I'm not seeing anything on my tablet.

MR. GLASSER: Let's go to the Whereas clause and pull it up. It says right there what happened.

MS. BROWN: Well, hold on a second. I think she is asking for you to put it on her tablet so she can see the whole document.

BY MR. GLASSER:

Q. That would be fine, but I'm asking a real simple question is after Chenango Zero existed, it then divided into One and Two.

Do you remember that, Ms. Goodridge?

MS. BROWN: That's fine. But her request was to see the document you are asking her about. So let's just make sure she can do that either in hard copy or --

MR. GLASSER: All right. Well, let's take --

MS. BROWN: -- on her tablet.

MR. GLASSER: Let's take the document down. Let's take the document down.

BY MR. GLASSER:

Q. Let me ask you a simple question.

After Chenango Zero was formed, did it divide into a thing called Chenango One and Chenango Two?

A. Now, are you referring to a specific document?

Q. I'm saying, did you authorize the division of the company you were president of, Chenango Zero, into two other companies.

A. So what I recall is I do recall a transaction where Chenango Zero was divided into Chenango One and Chenango Two.

Q. Great. When did you first learn Chenango Zero would divide and become Chenango One and Chenango Two?

A. From what I recall, the timing when I learned that was also in early October.

Q. Okay. Who told you that?

A. As I recall, I learned that through again our lawyer Chris Andrew.

Q. Did you ask any questions?

MS. BROWN: I'm going to object about specific questions you may have asked lawyers,

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Ms. Goodridge, and instruct you not to reveal the specific questions you may have asked lawyers.

Your general understanding or general inquiry is fine. The specific questions I'm going to instruct you not to reveal.

THE WITNESS: Okay. Thanks.

BY MR. GLASSER:

Q. Well, let me ask you this -- let me do it this way then.

Is it true that you never had a discussion outside the presence of lawyers about why Chenango One -- Chenango Zero needed to divide into Chenango One and Chenango Two?

A. What I recall is having the conversation only with my lawyer about that transaction.

Q. All right. So you as a businessperson and president of the company that's dividing never had a conversation with another businessperson outside the presence of lawyers about a business reason for the division; correct?

A. I can only speak to what I was involved in which was that -- that I learned about this and had discussions only with --

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under -- you know, in the discussion with our lawyers.

Q. All right. So as the businessperson who authorized this division, you cannot articulate to me a business reason that you came up with in a businessperson to businessperson conversation; correct?

MS. BROWN: Object to the form, misstates testimony.

THE WITNESS: I just want to clarify. So I did not have -- when I learned about this in the discussions I had with -- with my lawyer Chris Andrew, I did not say I did not understand a business purpose behind the broader transaction.

BY MR. GLASSER:

Q. That's not what I asked you, ma'am. I didn't ask that.

I said did you have a conversation with a nonlawyer businessperson about -- prior to doing it outside the presence of lawyers to discuss a business purpose for this transaction?

A. I did not have any discussions with business -- from a businessperson to businessperson perspective about the specific

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transaction.

Q. All right. So as per the decision to make Johnson & Johnson Consumer, Inc., into Chenango Zero, likewise, the decision to divide it into Chenango One and Chenango Two was -- your agreement with that was based on advice of counsel?

A. My agreement to sign the document was based on my discussions with my lawyers, yes.

Q. So you were relying on advice of counsel to make that decision?

A. Yes, which is not unusual. I was under advisement by my lawyers. I do under- -- also was aware that this was -- there was a team that was involved in understanding the options and the best path forward and I was relying on that process as well.

Q. All right. So we will get to that later in this deposition.

But you weren't part of that team; is that right?

A. Can you clarify which team you are referring to?

Q. Well, which team were you referring to?

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A. I was referring -- I was referencing a team that was involved in evaluating and recommending options regarding this transaction.

Q. Who were the members of that team?

A. I don't know the exact members of the team.

Q. Who were any of the members of the team?

A. I don't know the exact members of the team. You can maybe defer to our lawyers. They may know that.

Q. Can you identify the name of a single member of the team other than Chris Andrew?

A. I can't say because I was not on that team which is not unusual. But I know Chris Andrew would be able -- maybe you can defer to the lawyers to answer that.

Q. So you have no knowledge of anyone who actually vetted this other than Chris Andrew?

A. I am -- I am confident that they are -- the right people were evaluating it. I cannot comment on who exactly they were because I was not involved. But, again, I would defer to my lawyers to share that.

Q. So as far as you know, only --

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personal knowledge, only Chris Andrew?

MS. BROWN: Objection to form.

THE WITNESS: That's not what I said.

BY MR. GLASSER:

Q. All right. Who else to your personal knowledge vetted this decision, as you said?

A. As I said, I don't -- I can't speak to exactly who was involved because I was not involved.

Q. I don't want exactly. I want anyone.

A. Again, I would defer to my lawyers to share that with you.

MR. GLASSER: Okay. All right. Let's go to Exhibit 1.20, the funding agreement.

(Whereupon, Exhibit No. 1.20 was marked.)

BY MR. GLASSER:

Q. Okay. I'm showing you a funding agreement and you will see -- let's blow up the first paragraph.

In your preparation, you read and reviewed the funding agreement; right?

A. Can you just give me a second to locate my -- my version of this?

Q. Sure.

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don't feel like I can answer that because I'm not -- I can't -- I'm not in the position to answer that specific question.

DEFENSE COUNSEL: No, you don't know? Oh, my god.

MR. GLASSER: No, hang on. Let me -- let me finish.

MS. BROWN: Wait. Is someone shouting?

MR. GLASSER: Hang on.

BY MR. GLASSER:

Q. We have already established you don't know the identity of anybody else on the team that vetted this, haven't we, other than Chris Andrew?

A. I want to be really clear. I don't know exactly who is on that team. I didn't say I know them or not know them. I just --

DEFENSE COUNSEL: Oh, my God. She is not fucking answering the question.

MS. BROWN: I'm sorry. But we can hear you whoever that was who just said that. So can you --

MR. GLASSER: Please mute -- somebody -- everybody else --

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MS. BROWN: -- so can you please put yourself on mute?

MR. GLASSER: Yeah. Everybody else should mute on this except for me and the witness and Alli Brown.

MR. JONES: Okay. And I'll just say that any more outbursts with cursing by counsel on the record here will cause us to want to end this session. So let's try to be professional, shall we?

BY MR. GLASSER:

Q. So we already established you personally didn't negotiate with Michelle Ryan; true?

A. I personally did not. I think you are -- it's a broad question. I'm not -- I don't feel like I can answer that, but I didn't have a discussion with Michelle Ryan.

Q. So, therefore, it is a true statement to say you did not negotiate this funding agreement with Michelle Ryan; right?

A. Again, I was not involved in the negotiation with Michelle Ryan. I can't speak to who was and who was not.

Q. And since you cannot, you have no

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personal knowledge that this was, in fact, negotiated; correct?

A. Again, I was not involved in that process, so I don't -- I can't address that question.

Q. So clearly the answer is, yes, I have no personal knowledge that it was negotiated.

MS. BROWN: I object. This has been asked and answered like five times.

BY MR. GLASSER:

Q. I don't, actually -- I mean, it's -- Ms. Goodridge, these -- this is not a hard question. You either --

MS. BROWN: We don't need a speech. Just ask the question.

MR. GLASSER: -- know it or you don't.

MS. BROWN: We don't need a lecture or a speech. Just ask the question. She's doing the best to answer.

BY MR. GLASSER:

Q. Do you have personal knowledge if this was ever negotiated?

A. I'm not a -- again, I was not involved in this discussion, so I'm not

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personally aware. But that doesn't mean that I could speak to it.

I mean, in other words, I don't have personal knowledge of it, but that doesn't mean someone else wouldn't.

Q. Okay. And you are telling me that you, therefore, personally never had a businessperson to businessperson discussion away from lawyers about the business purpose of this agreement; true?

A. Just -- again, just to clarify, so in -- for this agreement, you are referring to the funding agreement specifically?

Q. Correct.

A. I did not have a businessperson to businessperson discussion about the agreement. I had a discussion with our lawyers.

Q. All right. And, therefore, when you agreed to this on behalf of Johnson & Johnson Consumer, Inc., you were doing it based on advice of counsel?

A. I was signing this based on advice from counsel, yes, and after discussion and extensive review.

(Whereupon, Exhibit No. 1.52 was

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recall the details.
But I can -- all I know -- all I can say is that every single one of the transactions I've been involved in is very different, so I can't generalize or agree or disagree with your statement.
BY MR. GLASSER:
Q. Well, you cannot out of your own personal knowledge identify for me a single other transaction by name with this feature sitting here today; isn't that true?
MS. BROWN: Objection to the form.
THE WITNESS: Well, as I sit here, again, I can't recall everything, but I can't recall a transaction with this specific detail, I guess.
But, again, I can't recall the details. And I'm not a lawyer. I'm not in business development. So it would be normal for me not to understand all the details of every agreement I signed.
MR. GLASSER: Let's go -- let's pull up Exhibit 2, please.
MS. BROWN: Can we take our break now, Counsel?

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MR. GLASSER: Oh. Yeah, we can take a break right now. Let's see. Five minutes want to come back -- or let's come back at 10:20, so seven minutes.
MS. BROWN: How about ten minutes? Can we take ten minutes, please?
MR. GLASSER: All right. 10:23.
MS. BROWN: Thank you.
MR. GLASSER: Ms. Goodridge -- let's go back.
You are not allowed to talk to your lawyers during the break, Ms. Goodridge. Okay?
MS. BROWN: About the substance of her testimony?
MR. GLASSER: About anything. There's no reason to have a discussion with lawyers during the break --
MS. BROWN: Listen -- listen, we are not going to discuss anything. But if we were in person, of course we could talk, do you need a glass of water. But we are on the same page and we are not talking.
MR. GLASSER: Great. Thank you.
THE WITNESS: I understand. Thank you.

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THE VIDEOGRAPHER: The time is 10:14 a.m. We are now going off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 10:23 a.m. We are now back on the record.
MR. GLASSER: Great. Ms. Goodridge, can you hear me?
THE WITNESS: I can. Can you hear me?
MR. GLASSER: Yes, ma'am. Great.
Let's call up Exhibit 2, just put it on the screen.
(Whereupon, Exhibit No. 2 was marked.)
BY MR. GLASSER:
Q. I think you'll recognize Exhibit 2, Ms. Goodridge. So I have here Johnson & Johnson's form 10-Q filed with the Security and Exchange Commission in October of 2021.
You are familiar with forms like this; right, Ms. Goodridge?
A. Generally speaking.
Q. Yeah.
A. I'm not an expert.
Q. Right. But as president of one of

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the big sectors of this company, you are familiar with the obligation of companies -- with Johnson & Johnson's obligation to report to the Security and Exchange Commission on a quarterly basis its results; right?
A. Absolutely, I understand that.
And could you refer me to which document where this is located just to make sure we are on the same page?
Q. Yeah. Right now it's just on the screen, but we can put it in your index.
But I just want to know if you know what a Form 10-Q is. It's a filing with the Security and Exchange Commission that you're personally familiar with in terms of the company generally doing; right?
A. I understand the general role of it, yes, absolutely.
Q. All right. And are you actually -- do you actually participate in the quarterly process to create the Form 10-Qs?
A. I do not participate myself in that process, no.
Q. All right. But you know --
A. Again, is this a document that you

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with normal operating business costs. Yes.
Q. Great. And the payee here is LTL?
A. Yes.
Q. So clearly the payee in this contract is then zero financial distress; correct?
MS. BROWN: I object to the form of the question.
THE WITNESS: I do not agree with that statement.
BY MR. GLASSER:
Q. Okay. Explain to the Court how a company with access to $41 billion in available liquidity is in financial distress.
MS. BROWN: Objection to the form.
THE WITNESS: Well, I can -- all I can say is what my understanding is, that the payee in this case that we are referring to as LTL and my understanding as officer of J&J Consumer, Inc., is that the payee and previously Johnson & Johnson Consumer, Inc., was under significant hardship as related specifically to the talc litigation. So I don't agree with your original statement.
MR. GLASSER: Well, let's go to page 27 of Exhibit 2.

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THE WITNESS: Is there a specific document --
BY MR. GLASSER:
Q. Yeah. I'm going to Exhibit 2, yeah, page 27.
A. Okay.
MR. GLASSER: Let's pull up the bullet points under Consumer Health.
BY MR. GLASSER:
Q. That's your segment of the company, right, Consumer Health?
A. The Consumer Health Group is the division I work in, yes.
Q. Great. And it says here at the second bullet point that litigation expense was 1.4 billion in the fiscal third quarter of 2021 and .05 billion in 2020 respectively.
Do you see that?
A. I see that. But can you please clarify what page you were on in the --
Q. 27.
A. Thank you.
Q. Oh, PDF page 33 if you're going by the numbers. It's 27 of the document, page 33 of the PDF.

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A. Okay. Thank you for that. I was having a hard time locating it.
Q. Sorry.
A. That's okay. Thank you. Lots of documents. Okay.
Q. Correct.
A. I am now where you are, but would you mind restating the question?
Q. Yeah, yeah. So Consumer Health is a lot more than just talc, right, as of --
A. Consumer Health has a lot of things in it, yes, not just --
Q. Right. So as of October 3rd, 2021, you had hernia mesh litigation having to do with Ethicon, you have other litigation that is not talc in the Consumer Health segment; right?
MS. BROWN: Object to the form, misstates the prior.
THE WITNESS: Well, actually, you know, again I'm not --
BY MR. GLASSER:
Q. Completed the transaction in October --
MS. BROWN: Wait a minute.
THE WITNESS: I didn't get a chance

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to answer the question.
MS. BROWN: Hold on. She's got to finish her answer.
THE WITNESS: So I just want to clarify, your statement, though, I don't think is accurate.
And, in other words, it's -- they are different litigations that fall in different parts of the Johnson & Johnson Consumer business. I'm not in the best position to tell you which division and where it sits in the line item. But I'm not sure the statement you made is accurate.
BY MR. GLASSER:
Q. All right. My only statement --
A. I'm not in the best position to answer that.
Q. Okay. My only statement is in Consumer Health there is more litigation than just talc; true or false?
A. Actually, I'm not sure. There are -- I'm not -- I -- they are -- Consumer Health is a very large division. Again, I'm not privy to all of the litigation that's going on which is not unusual, so I'm not sure I can actually answer that accurately. But I think we can defer to the

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lawyers on that.
Q. Well, let me ask you this. So you are president of Johnson & Johnson Consumer Health.
Are you saying -- telling me that the litigations are run in a separate chain of command?
A. I didn't say that.
Q. I'm asking.
A. Well, I said -- no, that's not true. What I -- let me -- I can tell you what I understand or what I know is that Johnson & Johnson Consumer Health has many divisions, different businesses, and we are not -- as business leaders not necessarily involved in all of them.
And so I would not be in a position to know exactly what all the litigations are in -- across the entire Consumer Health business.
Q. Right. But let's just read the sentence. Litigation expense -- let's blow up the second bullet point.
Includes litigation expense of 1.5 billion and 1.2 billion in fiscal nine months of 2021 and 2020 respectively; right? It's the

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second bullet point?
MS. BROWN: Are you in the Pharmaceutical section?
MR. GLASSER: No, no. I'm in the Consumer Health. Right there.
BY MR. GLASSER:
Q. Do you see that, the middle of the page, 1.5 billion and 1.2 billion in fiscal nine months of 2021 and 2020. Litigation expense in both periods is primarily related to talc.
Do you see that?
A. I do. I see that statement.
Q. All right. So it's not exclusively related to talc.
Do you agree with that?
MS. BROWN: Objection to form.
THE WITNESS: All I can see is what's stated there which says that it's primarily related to talc.
BY MR. GLASSER:
Q. Right. And you do agree that fiscal nine months means the whole cost for the nine -- first nine months of 2021 is 1.5 billion?
A. All I can refer to is what's exactly in the document which is 1.5 billion for 2021

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fiscal nine months of litigation expenses.
Q. Great. Is 1.5 billion a smaller number than 41 billion?
A. Is 1.5 billion smaller than? Yes, it is smaller -- it is an absolute smaller number than 41, yes.
Q. Is it more than 20 -- is it 20 times smaller?
A. Are you asking me a math question?
Q. Yes.
A. It's approximately -- can you ask the question again? Sorry.
Q. How much smaller is 1.5 billion than 41 billion?
A. Smaller.
Q. More than ten times smaller?
A. It is more than ten times smaller if you just do the math.
Q. More than 20 times smaller?
A. Not quite, but...
Q. Great. So back to my question. Let's go back to Section 2.A.
Explain to me how a company that had $1.5 billion of litigation expense in the prior nine months combined but access to $41 billion --

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you can take the document down -- is in financial distress?
MS. BROWN: Objection to the form, foundation.
THE WITNESS: So could you restate the question, please?
BY MR. GLASSER:
Q. Yes. I'd like you to explain to the Court how a company with access to $41 billion in liquidity whose entire cost for all litigation of every kind before the division was 1.5 billion is in financial distress.
MS. BROWN: Objection to the form, calls for speculation.
THE WITNESS: Well, I can't comment on your specific statement. But what I can tell you is what I understand which is that our -- the -- for JJ Consumer, Inc., which is where I play a role that -- you know, again, I wasn't involved in the day to day of talk.
But I was very much under the clear understanding that the talc liability was a significant financial constraint and concern for the company and it was causing significant financial constraint, hardship, resource

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You raised an example of a capital agreement. There are a variation of capital appropriation agreements that we sign. And the parties that sign that have different levels of signing authority which vary in situation. In many cases, I'm not even on the signing authority for capital appropriations as an example.

Q. What's the highest level of appropriation you have done under your authority?

A. If you are -- are you speaking to capital appropriations?

Q. Well, any kind. But, fine, let's start with capital.

A. I am not usually a signatory for capital appropriations.

Q. Okay. So that's some other chain of command?

A. Yes.

Q. All right. Well, let's go for things you are the signature authority on.

What would be the type of thing that you would have signature authority on?

A. There is a variety. Could be things like media agreements --

Q. Okay.

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A. -- corporate and it could be other agreements.

Q. All right. Let's just use an example of a media agreement.

What would be the highest level of authority you ever exercised on a media agreement?

A. You know, actually, right now I actually don't know what my limit is. I know that I sign them as president of Johnson & Johnson Consumer, Inc., as president of my division.

But I don't actually know top of mind what that cap is, but we can find that out. We could defer to our procurement group to find those limits out.

Q. Where -- what would you look at if you needed to learn your own limit of authority, what document -- is there a policy on an intranet?

I mean, how would you figure it out internally? If you like just thought I'd like to know what my level of authority is, how would you --

A. That would be -- that's established

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through our procurement group for things like media. So things that are in the marketing realm are established by procurement and I would just ask them.

Q. Okay. So do you think your level of authority is a billion dollars?

A. As I said, I don't know.

Q. Could you authorize a billion dollars -- what did you say?

A. As I said, I don't actually know what my cap is. I know what I authorize, but I don't know what my limit is.

Q. Have you ever authorized a billion dollar spend?

A. I have not recently authorized a billion dollar media spend which would not be -- that would be unusual.

Q. Have you ever authorized any spend of a billion dollars?

A. I don't recall, but I would have to think through. That's a very broad question. So -- over many years, so I don't know if you have a more specific question. I don't actually -- I would have to really think through that before I can answer.

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Q. Yeah. A lot of people when I depose them and I ask them this question, they're like, oh, yeah, half a million or more I can do it or less I can do it and more than half a million, I got to check with my boss.

Who is your boss, by the way?

A. My boss is Kathy Widmer.

Q. And what's her title?

A. Company group chairman of North America for the Consumer Health Group. Again, it might -- you know, that's the general title.

Q. Okay. And what's the type of expenditure that you would talk to Kathy about before you pulled the trigger?

A. Again, the way we operate, I run the U.S. self-care side of the operating business. If it was a significant transaction that -- you know, we don't have a specific like rule that says amount -- this amount I would talk to Kathy about. I'm sure the procurement folks have some guidelines for us.

If it was a significant strategic matter that I was signing, I would talk to Kathy about it which is normal course of business. And if it was a significant expenditure, I'm sure I

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involved. So that is not an unusual circumstance.
BY MR. GLASSER:
Q. No. I'm asking a different question.
Have you ever hired anybody personally -- Ms. Goodridge, have you ever before hired somebody to run one of your significant subsidiaries without discussing their role and responsibility with them?
MS. BROWN: That misstates the prior.
THE WITNESS: Well, I just want to be clear. I have -- there is -- I personally hired certain people from the roles that report in to me and I have discussed roles and responsibilities in that capacity.
I also serve as an officer and of other parts of Johnson & Johnson Consumer, Inc., where there have been hiring decisions that I may not have been involved in where I'm still the officer and I have not necessarily been involved in the details of those roles and responsibilities.
BY MR. GLASSER:
Q. Does Mr. Wuesthoff report to you today?

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A. No, he does not.
Q. Who does he report to?
A. I don't know.
Q. So it's a subsidiary of JJCI, its immediate subsidiary, and you don't know who he reports to; correct?
A. I don't know specifically. I'm sure I could look it up. But that's not unusual. We have so many subsidiaries and such a big organization.
Q. I take it if I ask you how come all these entities -- how come the Chenangos were Texas entities, you would have to say you didn't have a briefing on that, you rely on counsel?
A. One is I didn't say any of that. Do you have a specific questions that you are asking?
Q. Okay. Why were all the Chenangos Texas entities?
A. All I can say is that I was briefed by my J&J lawyers around the creation of the different entities and the basis for those and I was reviewed -- I was -- we had went through a review before I signed those documents that were related to Texas.

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Q. Okay. And which jurisdictions other than Texas did you personally consider and reject?
MS. BROWN: Objection, foundation.
THE WITNESS: Can you ask the question again more specifically?
BY MR. GLASSER:
Q. Ms. Goodridge, did you determine this case -- this transaction should occur in Texas?
A. Are you referring specifically to the Chenango transaction?
Q. Correct.
A. I was involved in signing for that entity be constructed in Texas. I was not involved in the details of the options that were assessed which I defer to the lawyers for more details.
Q. So you had to rely on counsel for that choice?
A. I relied in this particular case when signing it to counsel.
MR. GLASSER: All right. Let's pull up the amended and restated divisional merger support agreement, 1.53.
(Whereupon, Exhibit No. 1.53 was

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marked.)
BY MR. GLASSER:
Q. All right. So this is an amended and restated divisional merger support agreement between JJCI and LTL. Okay?
A. Okay.
Q. So you signed it on, I guess, the fourth page -- sorry. Four, five -- sorry, fifth page, PDF page 7.
Is that your signature?
A. Yes.
Q. Okay. And I want to turn to 7, insurance matters. 7A -- I mean, 7(i), 7, little one. Says JJCI will use commercially reasonable efforts to pursue at LTL's cost coverage under Chenango Two policies for Chenango One liabilities.
Do you see that?
A. I see the statement there on the screen, yes.
Q. Yes. And LTL will cooperate.
Do you see that?
A. And LTL will fully cooperate, yes.
Q. All right. Now, let's go down to 4, little 4. It says here in little 4, that --

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Q. Okay. So to the outside world -- and we can look at the documents, but it essentially took two hours from the time of the divisional merger to the time of the remerger. Okay?

A. I don't know. I was not involved in the timing or the details of that. I don't -- I'm not aware.

(Whereupon, Exhibit No. 1.13 was marked.)

BY MR. GLASSER:

Q. All right. So let's look at Exhibit 1.13 which is the certificate of divisional merger.

Okay. You see this is the document that -- filed with the Secretary of State making Johnson & Johnson Consumer, Inc., into Chenango Zero? Do you see that in the middle of the page?

A. I do.

Q. All right. And then above the State of Texas stamp, there is a time.

What's that time?

A. I see on the document effective 9:00 a.m. on 10/12.

(Whereupon, Exhibit No. 1.43 was marked.)

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BY MR. GLASSER:

Q. Okay. And then let's go to Exhibit 143 -- 1.43.

Do you see this is the merger of Chenango Two into Currahee? Do you see that?

A. I do.

Q. All right. And that was 11:00 o'clock?

A. I see 11:00 o'clock on this document.

MR. GLASSER: All right. So we can take the documents down.

BY MR. GLASSER:

Q. So in that two-hour period, Johnson & Johnson Consumer, Inc., was Chenango Zero, then it became Currahee, and now you know because you are president, it's back to being Johnson & Johnson Consumer, Inc., through a name change; right?

A. Yes, I'm aware of all the transactions.

Q. All right. So all this paperwork that we went through today and the 80 documents in those piles beside you was really just intended to pair off Johnson & Johnson, the claims of 39,000 cancer victims; right?

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MS. BROWN: Objection --

BY MR. GLASSER:

Q. And leave everything else the way it was before?

MS. BROWN: Objection, form, foundation.

THE WITNESS: Is there -- Counsel, do you want me to answer that question?

BY MR. GLASSER:

Q. Yeah. Am I right?

A. That's not how -- that's not the way I understand it.

Q. All right. How do you --

A. But if you ask me the question --

MS. BROWN: Let her -- Counsel, if you are going to ask the question, she has to be allowed to answer.

BY MR. GLASSER:

Q. How do you understand what happened then and if it wasn't just separating the talc liabilities from the body of Johnson & Johnson and putting it all in LTL?

A. Well, I can just share my understanding of the matter, so which was I understand there was a series of transactions and

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I understood the purpose and the ultimate intent was to create LTL which would be responsible for managing and handling the talc litigation in a more fair and equitable way. So I understand that to be the purpose and intent of these transactions.

Q. Okay. Why didn't you guys just put JJCI into bankruptcy?

MS. BROWN: Objection, foundation, speculation.

THE WITNESS: Sorry. I'm not in a position to answer that. Maybe we could defer to the lawyers on the constructs of that.

BY MR. GLASSER:

Q. Did you ever have a conversation with anybody ever about that idea?

A. I'm not sure which idea you are referencing.

Q. Putting JJCI itself into bankruptcy.

A. I can't -- again, I'm not in a position to speak to that. I'm not a lawyer. I was not involved in the options of what made most sense. Again, I would defer to my lawyers for those questions.

Q. Okay. I'm asking you a very

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different question.
Did you, Michelle Goodridge, ever have a conversation with anybody at Johnson & Johnson about why we are not putting Johnson & Johnson Consumer, Inc., into bankruptcy?
MS. BROWN: Objection, asked and answered.
THE WITNESS: As I said, I was not involved in the details of those discussions.
BY MR. GLASSER:
Q. Okay. Well, I'm asking you, is it also true that you never even had that discussion with your lawyer?
MS. BROWN: Well, hang on a second. I don't want you to reveal any specific discussions you had with counsel, Ms. Goodridge, but you are certainly able to answer the question as to your general understanding or your knowledge of the particular facts that allowed you to fulfill your role here as JJCI president.
BY MR. GLASSER:
Q. No, hang on. I'm asking a yes or no. If the answer is you never had the conversation, then you surely never got legal advice on it.
So did you ever have that

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conversation why don't we put JJCI in bankruptcy?
MS. BROWN: Asked and answered.
THE WITNESS: As I stated before, I was not involved in that specific discussion.
BY MR. GLASSER:
Q. So the answer is, no, I, Michelle Goodridge, was never subject to a discussion like that ever anywhere with anyone?
A. No. I was answering specifically the question you asked about JJCI and bankruptcy. I was not involved in any of those discussions myself personally.
Q. Right. So you personally never had such a discussion with any human being?
A. About that specific statement, no.
MR. GLASSER: Correct. Okay. Let's take a lunch break.
THE WITNESS: That I can recall.
MR. GLASSER: You guys want to do like a half hour? I mean, what do you want to do, Alli Brown?
MS. BROWN: Well, how much -- Brian Glasser, how much longer do you have?
MR. GLASSER: I mean, I've got plenty more, but it's not going to -- you know, it's not

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an unreasonable -- I mean --
MS. BROWN: Well, if you have like five hours more, I think we should at least --
MR. GLASSER: No, I don't have five hours more. But I got more than two hours more. So I'd like -- you know, we need to take a little break.
MS. BROWN: All right. Well, let's take 45 minutes then, Ms. Goodridge, if that is acceptable to you.
THE WITNESS: Yeah, that's fine. Thank you.
MS. BROWN: Okay. All right. So we will come back at 1:15.
MR. GLASSER: Yeah. Okay. 1:15. Thanks a lot.
THE VIDEOGRAPHER: The time is 12:29 p.m. Eastern. We are now going off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 1:14 p.m. We are now back on the record.
BY MR. GLASSER:
Q. All righty. All right, Ms. Goodridge. I don't think I will be at it

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that much more -- that much longer, so we can see the end of the tunnel from here.
When we left, you had told me that -- about a briefing you had received from Chris Andrew on the funding agreement.
What exactly did Chris Andrew tell you the reason for the funding agreement was?
MS. BROWN: And again, Ms. Goodridge, I will instruct you not to reveal specific conversations but your general understanding or the general inquiries or the facts of that are okay.
BY MR. GLASSER:
Q. No, no. I want to know exactly the words Chris Andrew gave you in respect to the reason for the funding agreement.
MS. BROWN: Okay. Well, I'm going to object and instruct on that. If you want to ask about her understanding, general information she gleaned from that conversation, I'm not going to object.
If you are asking for specific words that Chris Andrew told her, I'm going to object and instruct her.
BY MR. GLASSER:

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BY MR. GLASSER:
Q. Okay. This is the operating agreement of a company called Royalty A&M and you will see that you signed it on page 15.
Is that your signature, Ms. Goodridge?
A. Yes, it is.
Q. All right. And did you familiarize yourself with this operating agreement in the eight to 12 hours you prepared for this deposition?
A. I recall seeing it and have a -- and having a general understanding of it, yes.
Q. All right. Let's go to the last page. We can see that Johnson & Johnson Consumer, Inc., made an initial capital contribution of $367.1 million.
Do you see that?
A. I see that on the document here, yes.
Q. All right. What was that money for?
MS. BROWN: Objection, foundation.
THE WITNESS: Again, a couple things. One is, you know, I was not a member of or involved with the details of LTL and how they were operating, so I can't speak to the detail.

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I have a general understanding of how the royalties could help with the business. Again, a general understanding based on my review of this document.
BY MR. GLASSER:
Q. So what was the initial capital contribution for?
A. Again, I'm not involved in the details, so I don't know the specifics. I know that it was -- one of the intents of this royalty agreement was to help cover operating costs of the company.
But, again, I don't know the details of how the 367 would be used as I'm not part of the LTL group and not privy to those details.
Q. All right. And you see it's a North Carolina limited liability company; right?
A. I do.
Q. Did you receive a briefing covering why it was going to be a North Carolina company?
A. Based on my conversations with Chris Andrew, I understood that was where the entity would be structured. But I don't have -- again, I'm not a lawyer and I would defer to them for the details of why North Carolina.

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Q. So you have no understanding of what relation Royalty A&M had to North Carolina?
A. My understanding is that Royalty A&M, LLC, was established in North Carolina.
Q. Why?
A. That's the basis of my understanding. I'm sure the lawyers would have a better answer of why.
Q. So you relied on advice of counsel to make it a North Carolina entity as opposed to any other state?
A. I --
MS. BROWN: I object, foundation.
BY MR. GLASSER:
Q. The answer is I did; right?
A. I relied on my discussions with Chris Andrew and the counsel from Chris Andrew.
Q. Okay. Do you know of any royalty that Royalty A&M bought that has any relation to North Carolina?
A. I don't recall the details of the relationships between the royalties and North Carolina. But, again, I'm not the best person to be answering that. I'm sure the lawyers would have a better sense of those

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details.
Q. Okay. What did the lawyers tell you on those details? Or what did Chris Andrew -- there is not lawyers. It's Chris Andrew; right?
What did Chris Andrew tell you about that detail?
A. Again, my understanding from the agreement was that there was -- the Royalty A&M, LLC, was established in North Carolina and I understood the general premise of what the Royalty A&M, LLC, was aimed to do as a source of assets for LTL and that -- I don't recall any more specifics from that, but I would defer to Chris Andrew for those details.
Q. Did you have any discussion with Mr. Andrew about whether cash would be better for the claimants than a royalty stream?
A. Again, I'm not sharing anything privileged. I don't -- I mean, what I did -- I only can recall my conversation with Chris Andrew around the specific agreement. I was not involved in the details around LTL as a company as I mentioned --
Q. Well, there is 39 -- there is 39 --
MS. BROWN: Wait. Counsel, can you

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I said I'm not aware of any of those conversations or I was not involved in those personally.
BY MR. GLASSER:
Q. Correct. So, to your knowledge, the answer is, no, you have no knowledge of asking for consent from any other person?
A. I'm not sure if we are saying the same thing. But just to be clear, I'm not aware of any conversations, but that doesn't mean they didn't happen. I was just not involved in those.
Q. Okay. Did the counter-party agreements that aren't in the closing binder have nonassignability language in it?
MS. BROWN: Objection, form, foundation speculation.
THE WITNESS: Again, I'm not in the position to answer that. I would defer to my lawyers for that.
BY MR. GLASSER:
Q. Okay. So there are other PSAs for smaller amounts between JJCI and Royalty A&M that have these same paragraphs, exact same language, same features.
Did Mr. Andrew ever brief you around

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the assignability issue arising out of this transaction?
A. Again, I can only speak to the discussions I had around the, you know, purpose and intent of these agreements. I don't recall having any detailed discussions around that topic personally with Mr. Andrew.
MR. GLASSER: Okay. Let's take this down.
Let's call up Exhibit 1.70.
(Whereupon, Exhibit No. 1.70 was marked.)
BY MR. GLASSER:
Q. This is a services agreement -- let's blow it up, the first paragraph -- between Johnson & Johnson Consumer, Inc., and Royalty A&M.
Do you see that?
A. Yes, I see that.
Q. Okay. And you signed this on behalf of Johnson & Johnson Consumer, Inc., at page 11.
Do you see that?
A. I do. I see that.
Q. All right. Now, let's go to Exhibit A -- oh, Section A, yeah. Provider will

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provide the services on Exhibit A.
That's what the deal is for; right?
A. Well, I'm not sure what your question is. Can you restate the question, please?
Q. Yes. So Johnson & Johnson is the provider and it's going to provide Royalty A&M the services set forth on Exhibit A; do you agree?
A. Well, let me read that statement if I could for a minute.
MR. GLASSER: Show her the first paragraph too so she can see who the definition provider recipient is. The top paragraph. Yeah. And then the -- and then A.
THE WITNESS: Okay. So could you ask me the question now? I have had a chance to read it.
BY MR. GLASSER:
Q. Johnson & Johnson, Inc., your company is the provider; right?
A. It is the provider, yes.
Q. And the recipient is Royalty A&M; right?
A. Yes.
Q. And the recipient is going to get the

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services on Exhibit A?
A. That's what the statement says, yes.
Q. All right. Let's go to Exhibit A.
And the services are access to a president and chief financial officer to support recipient's operations having to do with the royalty streams, do you agree?
A. Well, as it's stated there, I can agree to what's stated there, yes.
Q. All right. So Royalty A&M is actually using Johnson & Johnson Consumer, Inc., officers to operate its business; correct?
A. Well, I'm not sure I can speak to that. I can only speak to what the document says which is that they will have access to and support from officers. And I understand or might recall that there were officers established for LTL -- oh, this is for Royalty A&M. I'm sorry. There is so many different --
Q. That's right.
A. -- I just want to make sure I'm stating this clearly.
But, yes, this is saying that there is access to and support from officers of our company.

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Q. To run that company?
A. Again, I'm not in the details of how Royalty A&M runs or LTL runs, so I don't know the specifics of that. I can only refer to what's stated here in the document and my understanding.
Q. Well, you have no knowledge of Royalty A&M having any employees of its own; right?
A. I didn't state that. I didn't say that.
Q. Right. You have no knowledge that they have employees of their own; correct?
A. I don't know. I think I would want to review the document before answering that question to understand if there are any employees.
MR. GLASSER: All right. Let's take all this down.
BY MR. GLASSER:
Q. Now, we have reviewed, you know, lots of paper today about the 2021 corporate reorganization, but some things aren't in the papers, so I want to ask you about them. Okay?
A. Okay.
Q. Why was this done in October?

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A. I don't know. I would defer to my legal counsel and other experts involved. I don't know why.
Q. Did anybody tell you why you wanted to get it accomplished in October?
A. Again, I didn't have any specific conversations about why October.
Q. Okay. Why was it done so fast in only two days?
A. And I'm not a lawyer and I don't -- I'm not in a position to answer that question.
Q. Did you have any conversations with anyone about why are we doing this so fast?
A. I had a lot of discussions again as I mentioned with my lawyer Chris Andrew around the purpose and intent of what I was signing, what the intent of the transaction was. We didn't have specific detailed conversations around the time frame.
Q. Do you have any personal understanding of why there was such a rush to get it done in two days?
MS. BROWN: Object to the form, assumes facts.
THE WITNESS: Again, I can't speak

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to -- I'm not a lawyer. I don't understand the legalities of the process, the mechanics of the transactions. I understand the premise and the purpose of what the transactions would enable and I would defer to my lawyers on the specific questions on timing.
BY MR. GLASSER:
Q. Okay. So talc powder products are still being sold by new JJCI subsidiaries abroad today; right?
A. I believe so. I don't know exactly the details because I'm not involved in those markets. But I know they are sold in some markets and we could find out those details for you.
MR. GLASSER: Well, let's turn to Exhibit 10. Call up Exhibit 10.
THE WITNESS: Is this on the tablet?
MR. GLASSER: No. It will be in a second.
(Whereupon, Exhibit No. 10 was marked.)
BY MR. GLASSER:
Q. So Exhibit 10 is an e-mail from Kristen Wallace, North America communications

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leader to several people, but the second recipient is you, Ms. Goodridge?
You see up there, Michelle Goodridge?
A. Yeah. I'm sorry. Can you just blow it up a little bit. You know, my eyesight is not that great.
Q. Yeah.
A. Thank you.
Q. There you go.
You are the second recipient there, Michelle Goodridge -- Michelle Wang Goodridge?
A. Yes.
Q. And it came on May 19th, 2020?
Do you see that?
A. I do, yeah.
Q. And this is a press release and questions and answers having to do with the recall of talc in North America. Okay?
Let's go to the second page so you can see.
A. I'm sorry. But I don't -- that's not my understanding of how I characterize it. So I just want to make sure I'm looking at the right document before addressing that, but I just want to state that I don't think that's how I would

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Q. As president of JJCI, have you signed any document pledging not to do any more divisive mergers?

MS. BROWN: Objection, foundation, assumes facts.

THE WITNESS: You know, I don't -- have I signed any documents? Can you repeat that part again because that is a complicated question.

BY MR. GLASSER:

Q. Have you signed any agreement on behalf of New JJCI pledging not to do any more divisive mergers?

A. Again, I would defer to my lawyers for the details. From my recollection, I mean, I only can speak to what I signed regarding this transaction. I'm not aware or I can't recall any specific agreement relating to what you are saying. But, again, I would defer to my lawyers because I might not remember that. But I don't recall as we sit here.

Q. Is there any prohibition in the funding agreement that precludes amending and restating it to simply remove Johnson -- (inaudible.)

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MS. BROWN: I can't see him. Can you?

THE WITNESS: No.

MS. BROWN: Let's take a break.

MR. GLASSER: Can you see me now?

MS. BROWN: Yeah. Brian, we are having trouble. Also, it's been over an hour. Can we take a break?

MR. GLASSER: Yeah, we can take a break.

MS. BROWN: Okay. Thanks.

THE VIDEOGRAPHER: The time is 2:18 p.m. We are going off the record.

(Recess taken.)

THE VIDEOGRAPHER: The time is 2:30 p.m. Eastern. We are now back on the record.

BY MR. GLASSER:

Q. Do you know who the board members of Janssen are?

A. I don't know the specific board members of Janssen, no.

Q. Do you know --

A. Off the top of my head.

Q. Do you know Janssen's relationship to JJCI?

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A. I understand from the agreements I signed from my discussions, that Janssen Pharmaceuticals is a parent company of Johnson & Johnson Consumer, Inc., as per the --

Q. But you never --

A. -- funding agreement.

Q. But prior to executing the deal documents you executed, you didn't have any conversations with anyone you took to -- understood to be a Janssen board member?

A. As related to this business transaction, I did not have any discussions with Janssen board members.

(Whereupon, Exhibit No. 9 was marked.)

BY MR. GLASSER:

Q. Okay. Calling up Exhibit 9 which is an approval request memorandum for this transaction dated October 11, 2021.

In preparation for your deposition, did you look at this approval request memorandum?

A. If you can give me a second to review it, could you -- would you mind blowing it up just a tad?

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MR. GLASSER: Sure. Blow the front of that up.

THE WITNESS: Thank you.

BY MR. GLASSER:

Q. You are not on the recipients list, but I just wondered if you reviewed this in preparation for your deposition?

A. I did not.

Q. Okay. Did you have any conversations about this transaction with any person on the To list there?

A. Well, I had conversations with Chris Andrew.

Q. Yeah. Okay. And we have gone over those.

But except for Chris Andrew, nobody on the To list?

A. I don't recall any conversations with anyone on the To list.

Q. All right. How about on the CC list, did you talk to any of those people about this transaction?

A. I -- Erik Haas was in -- briefly in one of my deposition prep meetings, but that's the only interaction I had with him and no one

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else on this list related to this transaction.
MR. GLASSER: Okay. Let's take that down.
BY MR. GLASSER:
Q. So at year end, I take it you are evaluated in your job; is that true?
A. Like all employees, I am evaluated in my job.
Q. Okay. And who does that evaluation?
A. The person who would be responsible for my evaluation -- if you are referring to a performance evaluation?
Q. Correct.
A. That would be Kathy Widmer who is my manager.
Q. Got it. And what's that process like? Can you just walk me through how it works in J&J?
A. Well, the brief answer to that question is that we have a performance management system at J&J that evaluates employees in as fair and consistent manner as we can across our employee base and includes performance assessments against business objectives that are set.

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It is -- it also includes assessment on leadership behaviors. And it also includes an opportunity for 360 feedback from stakeholders.
Q. And by that you mean people who work below you and beneath you and with you?
A. It could be any of those.
Q. All right. And all this is done in writing?
A. Oh, we have a process, a system, that creates like a formal setting for a written performance assessment, but there is also verbal evaluations. As you can imagine, that is an important part of the process.
Q. And is that process that deals with last year also setting the goals and expectations for next year?
A. Sorry. Can you -- I'm not sure what the question is.
Q. So you basically are saying there is this process of evaluating how you did, let's say, in 2021.
Does it also set your goals and your targets for what would accom- -- what would constitute successful performance for the next year?

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A. Well, we have a performance management process that helps facilitate performance management within a year and then we have a development planning process which helps establish, you know, as individuals have an upcoming year what your development plans are, your goals both related to business as well as career development.
Q. And is there one or more documents that these are set forth in? Are they called the development plan?
A. Well, there is a system that we use. Within that system we set objectives for the year. We set objectives for the year as part of our regular business plan process as well.
Q. What is the system called? It sounds like it's some kind of intranet or something like that.
A. Well, if you are referring specifically to the performance management system --
Q. Yes.
A. -- which is just a performance management system, it also contains other personnel information, things like that. That

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system is called Workday.
Q. Workday?
A. Workday.
Q. D-a-y?
A. Uh-huh, yeah.
Q. Are any of your performance or development plan goals related to talc liability?
A. Not mine particularly, no.
Q. All right. I take it this process is uniform throughout Johnson & Johnson?
A. The performance management system is utilized across all J&J.
Q. What entity actually gives you a paycheck every two weeks?
A. Sorry. What's the question?
Q. What entity actually issues, you know, Michelle Goodridge's paycheck every two weeks?
A. I don't know what the formal entity is. I know it's a Johnson & Johnson corporate compensation group, but I don't know what -- how the legalities of the -- you know, who prints it out. I would defer that to our corporate folks to explain.
Q. Okay.

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P&L? Are we getting relief on those royalties?
So it was a business -- very brief business transactional conversation.
Q. And coming out of that conversation, what did you understand the answer to those questions to be?
A. Just that as part of our transaction, some of those royalties for some of our brands would move over to LTL and become assets as part of that royalty management company.
Q. So it would come off your P&L and go on there?
A. Yeah.
Q. Okay. Of these 31 through 42, which other people do you work with regularly?
A. I don't work with any of them regularly outside of Jack who is my CFO, so we, of course, work regularly.
And then some of them sit on our consumer -- our Global Consumer Health leadership team and so interact with them more on I would say like a quarterly basis unless there is some kind of project that we're reviewing and we both happen to be in that discussion.
Q. Which one are those, the Global

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Consumer Health leadership team people?
A. So Global Consumer Health leaders would include Caroline Tillett, Luani Alvarado, Natasha Zuyez, No. 41 -- oh, Nataliya, sorry. I'm not sure about that one. Take that off. I'm not sure about that name. I don't want to misstate that name. I'm not for sure about that one.
But Peter Kerrane used to sit on the CHLT which is the first one and Meredith Stevens.
Q. And what is the function of that group?
A. They are the government -- governance team for Global Consumer Health.
Q. Meaning?
A. They manage the day-to-day operational leadership of our global consumer business.
Q. Okay. All right. Now, let's look at 43 through 53.
Did you have any interaction with anybody in 43 through 53 in respect of this transaction or anything -- any of the documentation related to this transaction?
A. No.

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Q. Well, you are on there?
A. Except myself.
Q. Yeah.
A. No, no one else.
Q. All right. Let's go 54 down to 70?
A. No.
Q. On down to 83?
A. No.
Q. Okay. Let's go 84 to 100?
A. So as I mentioned, Jennifer Boston is my board attorney and so she was present for my conversation with Chris Andrew when I was signing the documents.
And then Tina French is our lawyer for North America and she was in the North America leadership team discussions when we were informed of the transaction. And also I'm aware of her being a signatory on some of the agreements.
Q. All right. So she was at that mid October meeting where the message was laid out by Kristen Wallace, that's what you are telling me Ms. French was?
A. Well, just to be clear, I don't think the message was relayed by Kristen Wallace. I

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think she or someone from her team sent the official communication message map, but the message was relayed by Kathy Widmer from my recollection.
Q. Okay. And -- but even though Tina signed some of the documents, you didn't actually meet with her about the transaction in advance of the signing?
A. No, did not.
Q. Now, 101 to 113?
A. No.
Q. Now, New JJCI announced on November 12th a proposed spinoff of the consumer health unit.
I'm sure you are aware of that; right?
A. I am aware of that.
MR. GLASSER: And that the 8-K that was put out -- we will look at Exhibit 12. Just pull that up.
(Whereupon, Exhibit No. 12 was marked.)
BY MR. GLASSER:
Q. You know that an 8-K is something that a company files when it makes a material

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MS. BROWN: It was.
BY MR. BLOCK:
Q. Okay. So we are looking at Exhibit 9.
And in this memo do you see that it's dated October 11th, 2021?
A. I do.
Q. And who is Thibaut Mongon?
A. Thibaut Mongon is our group company -- he is our worldwide chairman for Global Consumer Health.
Q. Okay. So he is employed by JJCI; correct?
A. He is --
MS. BROWN: Objection, speculation. Go ahead.
THE WITNESS: I'm not sure what his direct employment -- he runs our worldwide Global Consumer Health business and is an employee of Johnson & Johnson.
BY MR. BLOCK:
Q. Okay. Let me make this clear.
Have you been president of Johnson & Johnson Consumer, Inc., for approximately the last two and a half years?

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A. Approximately, yes.
Q. Okay. Who is the next person beneath you at Johnson & Johnson Consumer, Inc., in the chain of command currently?
A. Well, I'm not sure I can answer that question because we don't -- we have operating -- we have the officers of J&J Consumer, Inc., and then we have operating companies that we run across our world and those operating companies have lines of approval.
So I can speak to those if that's helpful.
Q. Okay. Are you an officer of Johnson & Johnson Consumer, Inc.?
A. Yes.
Q. Who are the other officers of Johnson & Johnson Consumer, Inc.?
A. I'm not sure. I could refer to my document for who the current existing officers of J&J Consumer, Inc., are.
Q. Okay. Please refer to any document you need to to identify for the record the other officers of Johnson & Johnson Consumer, Inc., currently besides you.
A. Okay. I would need a minute and

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would like to make sure that I'm looking at the right documents. I don't know if I can defer with my...
MS. BROWN: Take your time, Ms. Goodridge.
MR. BLOCK: Yeah. Go ahead.
THE WITNESS: Okay. Thank you.
MS. BROWN: Jerry, do you want to point her to an approval document or you want her to just look herself?
BY MR. BLOCK:
Q. Yeah. Just to be clear, Ms. Goodridge, from memory can you identify any officer of Johnson & Johnson Consumer, Inc., other than yourself?
A. I believe Tina French is but, again, I would want to defer to my documents and confirm that.
Q. Okay. Just -- just to be clear, other than Tina French, from memory can you identify any officers for Johnson & Johnson Consumer, Inc., other than Tina French and yourself just from your memory?
A. Well, if you can give me a chance to defer to the documents. You know, we have --

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Q. Right. It's two separate questions.
So my first question is, as you sit here without looking at a document, can you tell me any officers of Johnson & Johnson Consumer, Inc., other than yourself and Tina French from your memory?
A. I don't -- I don't remember exactly who sits on what. I know there are officers of our different -- many different entities. So you can imagine I don't remember all of them, so --
Q. Okay. So now that you've testified to your memory --
MS. BROWN: Wait, Jerry. Jerry, hang on. She wasn't done. Let her finish.
THE WITNESS: I'm just not comfortable answering a black-and-white question like that when I don't have a chance to like confirm with my documents.
BY MR. BLOCK:
Q. Okay. So now that you have testified to your memory of who is on the board for -- or who is an officer of JJCI besides yourself and Tina French, now if you can please look at the document that you say you have with you that will tell us the officers of Johnson & Johnson

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Consumer, Inc., besides yourself and Tina French.
A. Can you give me a minute, please?
Q. Yes.
A. I am doing my best to find the document here. I would appreciate some -- I guess what I would say is I'm not sure if the -- I know there are documents that state who the officers are. I'm looking at a massive amount of documents in front of me, so I'm just trying to find that -- find a place where I would find that. But I know those documents exist.
So could I ask for some legal help on -- if you can direct me to --
Q. Sure. Yeah. I mean --
A. -- so I'm not wasting your time.
MR. BLOCK: -- anyone on the Zoom who knows where the list is -- Ms. Brown, if her office put together the binders --
MS. BROWN: Now, look, Jerry, if what you want to do is talk about the written --
MR. BLOCK: I object to your speaking objection. I object --
MS. BROWN: You invited me to assist with this process and --
MR. BLOCK: Don't make a speaking

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objection. If you can identify the list of officers, please do so. I did not invite you to make a speaking objection.
MS. BROWN: Well, you just invited me to explain the binder. And it would be helpful to direct Ms. Goodridge to 1.16 which refers to a unanimous written consent of the board of directors of Johnson & Johnson and includes her name and Tina French's name as she just testified to. I think that is likely the document Ms. Goodridge had in mind.
MR. BLOCK: Okay. So Ms. -- thank you.
BY MR. BLOCK:
Q. So, Ms. Goodridge, if you can go to that document --
A. Okay.
Q. -- and see if that allows you to give sworn testimony as to who the officers for JJCI are.
A. Yeah. So in this Document 1.16 -- thank you, Alli.
I was reviewing that. I just wasn't sure if there was another document. This does state obviously we were signing this as members

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of the board of directors for Johnson & Johnson Consumer, Inc., and it is signed by both myself and Tina French.
BY MR. BLOCK:
Q. Okay. And are there any other officers for JJCI other than you and Tina French, to the best of your knowledge?
A. Based on what I have in front of me, not that I'm aware.
Q. Okay.
A. But I would defer to my lawyers to confirm.
Q. And is your answer the same for the JJCI board of directors, that, to your knowledge, you, Michelle Goodridge, and Tina French are the only members of JJCI's board of directors?
A. Based on the document that I -- documents that I'm referring -- that I can see in front of me based on this transaction, then, yes, based on that knowledge, myself and Tina French are the members -- the board of directors members.
Q. Okay.
A. But, again, I would want to defer to my lawyers to make sure I'm not missing anything.

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Q. And in this written request dated October 11, 2021, for the approval for the restructuring of Johnson & Johnson Consumer, Inc., neither your name is on it in terms of who it was sent to or who it was copied on and Tina French's name is not on the recipient list either; correct?
A. That's true.
Q. Okay. And Thibaut Mongon, is he -- I want to make it clear, is he employed by Johnson & Johnson or Johnson & Johnson Consumer, Inc., do you know?
A. Well, I would want to defer to my lawyers to confirm his actual employment. You know, we all are employees of Johnson & Johnson.
I don't know exactly what his reporting line is. We could look that up for you.
Q. Okay. Does -- does any person on the recipient list here either in the To column or in the CC column for the October 11, 2021, written request for approval for the restructuring of JJCI -- do any of these people work for you?
A. Let me review the list real quick.
So none of these people work for me

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which means in this case I'm referring to a reporting line under me in our day-to-day operational work.

Q. Okay. And how many people would you characterize as working for you at JJCI?

A. Well, I just want to clarify. There is different roles that I play within the organization. So as president of JJCI, that's one role, an officer of JJCI, a member of the North America leadership team, member of the Global leadership team and president of our self-care U.S. business.

So it depends on which capacity and there are different capacities that I serve.

Q. Okay. As president of JJCI, who do you supervise?

A. Well, I supervise individuals related to my day-to-day operational business where I have direct supervisory functions and that's related to the business that I have responsibility for on a day-to-day operational basis. That's a U.S. healthcare business.

Q. Is there a vice president for JJCI?

A. I don't know. I don't -- not that I'm aware of.

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Q. Okay.

A. But I would defer to my lawyers to confirm that.

Q. Okay. Paul Ruh, R-u-h, on this October 11th, 2021, memo, does he work for Johnson & Johnson or JJCI, do you know?

A. I actually don't know the specifics of that -- again, that structure. Paul Ruh is part -- is our chief financial leader on our Global Consumer healthcare team.

Q. Okay. So with respect to Mongon and Ruh, is it fair to say that you know they work for either Johnson & Johnson or Johnson & Johnson Consumer, Inc., but you don't know which one?

A. I know that they are both employees of Johnson & Johnson. I don't know what the official affiliation is, nor would I know that for many of these folks. I know what their day-to-day operational roles are and what they have scope of responsibility for.

Q. Okay. Robert Decker, what does Robert Decker do at Johnson & Johnson or Johnson & Johnson Consumer, Inc.?

A. I don't know.

Q. Okay. Have you met Mongon, Ruh, and

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Decker?

A. I don't know Decker. I may have met him, but I don't recall. And Thibaut and Paul are part of our Global Consumer leadership team, so I interact with them in that capacity since I run one of the U.S. businesses and they have responsibility for the entire Global business.

Q. Okay. So JJCI has a Global Consumer leadership team; is that correct?

A. Again, there is a Global leadership team for our overall Global Consumer healthcare business.

Again, I would defer to the lawyers on the actual like lines of responsibility, who reports to who. I think that's a separate thing.

Q. Does Johnson & Johnson have a Global Consumer leadership team?

A. Are you referring -- can you be more specific, Johnson & Johnson or Johnson & Johnson Consumer?

Q. Is the Global Consumer leadership team that you just testified to under oath part of Johnson & Johnson or Johnson & Johnson Consumer, Inc., or you don't know?

A. I don't know the specifics of how

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it's affiliated. I know that the Johnson & Johnson Global Consumer Health leadership team from my understanding is responsible for the day-to-day operations of our overall Global Consumer business and they are part of Johnson & Johnson. I don't know the specifics.

Again, I would defer to my lawyers on how those structures are defined.

Q. Okay. Other than Paul Ruh and Thibaut Mongon, who else is on the Global Consumer leadership team?

A. The -- Luani Alvarado on the right side, Peter Kerrane on the right side, and I think Valeria -- but I'm not sure, I would have to confirm that -- also sits on the Global Consumer leadership team.

Q. Okay. The last name -- can you give the first and last name of the last person you said?

A. Valeria Cnossen. I can't read that very well. But I'm not sure, actually, so I don't want to -- I don't want to draw any inferences on something I'm not sure on.

Q. Okay. Are you on the Global Consumer leadership team?

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A. I'm not on the Global Consumer Health leadership team, no.

Q. Okay. So other than Paul Ruh, Thibaut Mongon, Luani Alvarado, Peter Kerrane, Valeria Cnossen, all of whom are listed on this October 11th, 2021, memo, can you identify any other members of the Global Consumer leadership team?

A. Not that I know of. But I -- you know, again, I may not know of some members that might be on here. Those are the ones that I know of.

Q. Okay. And Michelle Ryan, do you know her?

A. I know Michelle Ryan, yes, from previous business experience.

Q. Okay. And do you know if Michelle Ryan works for J&J or JJCI?

A. I believe Michelle Ryan works for Johnson & Johnson.

Q. Okay. And can you please describe her position or role to the best of your ability?

A. I don't know the specifics, actually. We have not interacted in a long time. But I know that she is a very senior finance leader in

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our organization, but I don't know her title -- specific title.

Q. Okay. Do you know Louise Weingrod?

A. I have heard her name, but I don't know what specific role she is playing.

Q. And do you know whether she works for Johnson & Johnson, Johnson & Johnson Consumer, Inc., or you just know one of the companies but not which one?

A. I know one of the companies but not which one.

Q. Okay. And Matthew Orlando, he works for Johnson & Johnson; correct?

A. I don't know.

Q. Have you ever met him?

A. Not that I can recall. But, you know, there is so many employees, so I don't know for sure.

Q. Okay. So you don't know whether Matthew Orlando's employer is Johnson & Johnson or if it's Johnson & Johnson Consumer, Inc.; is that right?

A. I don't know.

Q. All right. And Chris Andrew, he is an attorney with Johnson & Johnson who you

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testified to earlier today; correct?

A. I did.

Q. All right. Other than Chris Andrew and Jennifer Boston, who else was in the room when you signed the documents for the October 2021 restructuring transactions?

A. As I mentioned before, the only other person present was a gentleman by the name of Thomas McCann and he was part of Chris Andrew's team, but I don't know his specific title.

Q. So Thomas McCann, to the best of your knowledge, is in J&J's legal department; is that correct?

A. I believe he is in Chris Andrew's legal team, but I don't know what role he plays.

Q. Okay. And Robert DeBerardine who is listed on the October 11, 2021, memo in the To column, do you know who that is?

A. I do not.

Q. Have you ever met him?

A. Not that I recall. But, again, there are a lot of employees. I don't -- it's possible, but I don't recall him. I don't know who he is.

Q. How about David McDonald?

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A. I honestly don't recall knowing David McDonald.

Q. How about -- if you can give a description, you haven't done that yet, what is Valeria Cnossen who is on the Global Consumer leadership team, what did she do?

A. One is I wanted to confirm, as I stated before, I don't -- I'm not a hundred percent sure if that's the same Valeria I think it is, but I would want to confirm.

I know that there is a Valeria that sits on our Consumer Health leadership team. I believe this is her, but I would want to confirm. And I believe she plays a senior legal role on the team. But, again, I would want to confirm.

Q. So there is a Valeria -- there's a woman named Valeria who you think is probably Valeria Cnossen who is on the Global Consumer leadership team and she is a lawyer for J&J; correct?

A. That's what -- from my recollection.

Q. All right. And you mentioned Erik Haas and you know he is a lawyer in charge of litigation for Johnson & Johnson; correct?

A. I know of him from that capacity and

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I interacted with him during -- briefly.
Q. Okay. And you said Erik Haas, Johnson & Johnson's lawyer, was at one of your deposition preparations; is that right?
A. He may have been at more than one. It was a brief pop in and out. I don't know if it was one or two or three. I don't remember.
Q. Okay. And was Alli Brown present at your deposition preparation sessions as well?
A. Yes, Alli was present.
Q. Okay. And what company does Alli Brown represent, to the best of your knowledge?
A. She represents one of our outside firms that helps partner with Johnson & Johnson.
Q. Okay. So it's your understanding that Alli Brown works for an outside law firm that represents Johnson & Johnson; correct?
A. I know that she partners with Johnson & Johnson. I don't know exactly -- I know we have many lawyers that we partner with closely and they represent different parts of Johnson & Johnson, so I don't want to state exactly who and specifically who she is representing because she is in the best position to do that.

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Q. Who -- well, what do you base your understanding on that Alli Brown has represented Johnson & Johnson?
A. Sorry. Can you clarify your question?
Q. Yeah. Do you have an understanding that Alli Brown has served as a lawyer for Johnson & Johnson in talc cases?
A. I understand that she played a role in those, but I don't know the details as I wasn't involved.
Q. Okay. Other than Alli Brown, Johnson & Johnson's lawyer from outside law firm, and Erik Haas, one of Johnson & Johnson's in-house lawyers, please identify anyone else who was present at any of your other deposition preparation sessions.
A. Sure. There were three other individuals that were present. The first one was John Kim. The other individual was James Jones who is on this call. And then the other individual was Greg Starner. I'm not sure I'm saying his last name right, but Greg.
Q. Okay. Can you do your best to spell Greg's last name?

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THE WITNESS: Well, Alli, I'm confirming, is that the same Greg, the right Greg?
MS. BROWN: Yeah, he is on the deposition, Jerry.
THE WITNESS: Okay. S-t-a-r-n-e-r.
BY MR. BLOCK:
Q. Okay. And who --
A. I wouldn't want to give you the wrong Greg.
Q. Who does John Kim work for?
A. Johnson & Johnson.
Q. And who does James Jones work for?
A. I believe an outside company again partnering with J&J.
Q. And Greg, the fifth attorney who was present at these deposition preparation sessions, do you know who he works for?
A. I believe an outside counsel that partners with J&J.
Q. Okay. And how many of these deposition preparation sessions did you have?
A. Specific to this transaction?
Q. Yes.
A. Probably -- I can't remember the

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exact number, maybe like three to four, three to five. A handful.
Q. Okay. And each one took approximately how much time?
A. Approximately one to three hours.
Q. Okay. And this approval request memo dated October 11, 2021, which is Exhibit 9 to your deposition, you said earlier that you had never seen this before Mr. Glasser showed it to you today; is that correct?
A. I have not seen it.
Q. And Thibaut Mongon never showed it to you, Paul Ruh never showed it to you, and none of the five lawyers that prepared you for your deposition ever showed it to you; right?
A. They did not show it to me, no.
Q. Okay. So Donny McGraw who is listed in the CC column, who is that?
A. I don't know.
Q. Alyson Lawrence, do you know who that is?
A. Don't know.
Q. How about Catherine Turk?
A. I don't know.
Q. Chuck Borst?

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A. I don't know.
Q. Continuing through the CC column for the October 11, 2021, memo, Duane Van Arsdale, do you know who that is?
A. I know of him because he worked in our consumer business before, but I don't know what role he is playing now.
Q. Okay. So you are familiar with Mr. Van Arsdale as someone who works for Johnson & Johnson Consumer, Inc.; correct?
A. I don't know if he works for Johnson & Johnson Consumer, Inc., or a broader Johnson & Johnson.
Q. Okay.
A. I know he was an employee of Johnson & Johnson and I know I worked with him in the past.
Q. Okay. How about Laura Giacino?
A. I don't recall what her -- I don't know who she is either.
Q. Okay. And just a brief description of Luani Alvarado who is on the Global Consumer leadership team, can you give a brief description?
A. Sure. She is the head of HR for

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Global Consumer Healthcare.
Q. And Peter Kerrane, K-e-r-r-a-n-e, who is also on the Global Consumer leadership team, can you describe to the best of your ability what he does at either Johnson & Johnson or Johnson & Johnson Consumer, Inc.?
A. He has responsibility for business development and global strategy.
Q. Okay. So if we go through this written request for approval, Section 1, Executive Summary starts with "We are requesting your approval to" and then the first bullet starts out with "Proceed with restructuring of Johnson & Johnson Consumer, Inc., pursuant to a divisional merger."
Do you see that?
A. I see the statement there.
Q. Okay. And this request for approval was sent to all of these people on October 11th, 2021, at the time that you were the president of Johnson & Johnson Consumer, Inc.; correct?
A. Yes.
Q. And in request for approval, one of the thing that's -- one of the things that's being requested is to delegate authority to the

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LTL board of managers to determine whether to proceed with a voluntary petition under Chapter 11.
Do you see that?
A. I see that.
Q. Okay. And who are the LTL board of managers?
A. I think we could refer to the agreement for what that is if you want to define that.
Q. Okay. What I want to know is as the person who is the president of Johnson & Johnson Consumer, Inc., can you tell me any of the names of anyone on the LTL board of managers without looking at any of the documents that were put in the binders by the lawyers for Johnson & Johnson in preparation for this deposition?
A. Well, I don't think that's a fair request for me not to be able to confirm to my documents. I know there was a board of managers appointed. I know that I reviewed it at the time.
But I could also confirm my memory by looking at the document.
Q. Let me take it one step at a time.

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The binder that's in front of you, did you put that together for your deposition?
A. No. It was provided to me by the lawyers.
Q. The Johnson & Johnson lawyers; correct?
A. Well, the lawyers that we discussed at either our part of J&J or that represent J&J.
Q. Okay. Which lawyers put the binder together for you and provided it to you?
A. I don't know exactly who did it, but I know it was provided by the group of lawyers that I worked with which were Alli Brown, John Kim, Greg Starner, and James Jones.
Q. Okay. And without looking at the papers and the binder that the lawyers put together for you, my question is under oath, can you identify a single member of LTL's board of managers, yes or no?
A. I think I can, but I would prefer to confirm that with my documents. And these aren't just the documents that the lawyers put together for me. They're also the documents that I have reviewed and signed on behalf on Johnson & Johnson Consumer, Inc.

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Q. Okay. And who are the LTL board of managers that you can identify without looking at the documents in the binders the lawyers put together for you?

A. So I can tell you who I believe I -- from my recollection but I would like the opportunity to refer to my documents.

Q. Okay.

A. Can I do it --

Q. Yeah. Who do you remember? Yeah, who do you remember from your recollection?

A. As you can imagine, there are a lot of entities involved, lots of paper I signed. So I just want to be accurate when I'm reflecting my statements.

Q. What I want to know is from your memory, can you identify a single member of the LTL board of managers, yes or no?

A. I believe that Bob Wuesthoff was assigned to the LTL board.

Q. Anyone else you can remember?

A. I believe that John Kim was assigned to the LTL board.

Q. Anyone else?

A. Now, again, I would like the right to

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confirm what I'm saying because my memory is not perfect these days.

Q. Did you know that there was a request for JJCI -- for JJCI to delegate authority to the LTL board of managers so that the LTL board of managers could determine whether to proceed with a voluntary petition under Chapter 11?

Did you know that that authority was requested of JJCI?

A. Well, just to be clear, I was not aware of the document that's in front of me, so I was not aware of the statement that was in the document in front of me.

I was aware of what the LTL entity was structured to do and I was aware that one of the likely next steps was bankruptcy. That's what I was aware of.

Q. Okay.

MS. BROWN: Jerry, when you get to a good spot, we have been going for over an hour, can we take another break, please?

MR. BLOCK: Yeah, when I'm finished with this document.

BY MR. BLOCK:

Q. My question for you is this. Did you

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know that there was ever a request of JJCI to delegate authority to the LTL board of managers so that the LTL board could determine whether to proceed with a voluntary bankruptcy petition under Chapter 11?

Did you know that that authority had been requested of JJCI, yes or no?

A. Well, as I stated, this is the first time I have seen this document, so I was not aware of that official language about delegation of authority.

I had a general understanding that the LTL entity was responsible for making decisions on behalf of LTL which included bankruptcy.

Q. All right. So in this memo, it's a proposal and it's, again, a request for approval for the restructuring of JJCI, and do you see now that it lists a proposal and it lists nine steps starting with Janssen Pharmaceuticals forming Currahee Holding Company, Inc.?

Do you see the steps listed there starting at step one, going to step two, going to step three, step four, all the way down to step nine?

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Do you see that?

A. I see the steps listed here, but I haven't had a chance to review them.

Q. Okay. And it says "Detailed description of the business impact" and do you see where it says "Functional impacts"?

A. I can see where you are marking, yes.

Q. All right. And it says "Commercial" and it says "New JJCI upon consummation of the restructuring without interruption."

Do you see that?

A. I see the statement there.

Q. Right. Commercial capabilities are expected to continue through a new JJCI upon consummation of the restructuring without interruption.

Do you see that?

A. I see that.

Q. And as president for JJCI, you know that that was one of the goals of the LTL bankruptcy filing was for a new JJCI to be able to continue its commercial capabilities without any interruption; correct?

MS. BROWN: Objection, lacks foundation.

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THE WITNESS: Well, again, I'm not aware of the details that were discussed prior to the transaction as I was not involved and it's the first time I'm seeing the words related to this on this document.

I can only tell you what I was aware of which was the intent of the creation of LTL and, again, you know, the continuation of JJCI in terms of its current function.

BY MR. BLOCK:

Q. Well, what was the intent of the creation of LTL based upon your understanding?

A. From my understanding and upon review of the documents and review of the different transactions, my understanding was that the intent and purpose was to provide a more fair, efficient, and equitable resolution of the talc litigation both current and future.

Q. And who told you that bankruptcy would be a more fair, efficient, and equitable way of handling the talc cases as compared to the civil litigation? Who told you that?

MS. BROWN: Objection. That misstates her testimony and lacks foundation.

THE WITNESS: Okay. So what I shared

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was -- I only can share what I understood.

What I understood is that the creation of LTL was to provide what I mentioned which is a more fair resolution of the talc litigation. Separate from that --

BY MR. BLOCK:

Q. Who told you that?

MS. BROWN: Let her finish, please.

BY MR. BLOCK:

Q. Go ahead. Finish.

A. Then I will answer separate from that, I was under the understanding that bankruptcy would be a likely outcome from the transactions.

And I was informed of this through my discussions with Chris Andrew.

Q. So other than Attorney Chris Andrew, did anyone else tell you that an LTL bankruptcy filing would create a more fair and equitable resolution of the talc litigation?

A. One is I didn't say those exact words. I just want to clarify. But, two, my discussions -- my understanding of the structure and the intent of the restructuring was through Chris Andrew.

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Q. Okay. Other than Chris Andrew -- other than what Chris Andrew told you, do you have any other basis for the statement you made that the LTL bankruptcy filing would be a more fair and equitable way to resolve talc cases?

A. Again, I just want to clarify that I am separating those two comments because that's not -- my understanding was that LTL was created for the resolution of the talc litigation, period. Separately, that that bankruptcy was the likely outcome and process that could occur.

So, again, I'm not a lawyer. I -- it's -- I don't want to comment on sort of the relationship between the two and I don't think I'm in a good position to do that.

MR. GLASSER: Can I get the last answer read back, please, the Court Reporter.

(Answer read.)

BY MR. BLOCK:

Q. Okay. I wrote down your words, quote, LTL was created for the resolution of the talc litigation, period.

You heard your words in the last answer; correct?

A. I heard my words, yes.

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Q. Okay. Who told you that?

A. That was my understanding from my discussions within -- when I was reviewing the documents.

Q. Other than Chris Andrew, who told you that?

MS. BROWN: She just answered that question.

BY MR. BLOCK:

Q. Are you going to answer the question?

MS. BROWN: She did. Asked and answered.

MR. BLOCK: Let's have the question read -- let's have the question read back. We will have an answer or you can refuse to answer and we will document that on the record.

Let's have the question read back.

MS. BROWN: Okay. Please.

MR. BLOCK: I'll wait the read back.

THE REPORTER: Okay.

MR. BLOCK: Can we get a read back?

THE REPORTER: Yes, I'm just finding it.

MR. BLOCK: Okay.

(Question read.)

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A. I don't recall the exact dates.
Q. What is your best approximation as how long it took from the filing of the LTL bankruptcy until you had a meeting in which you were verbally informed about it?
A. I don't recall the details. I know that once it was public, I know we had a meeting shortly after. But, again, whether it was a day, two days, I don't recall.
Q. Who was at the meeting?
A. I don't remember the details. I remember it was for the North America leadership team. We had informs that are like this in normal course of business where the whole North America leadership team is invited, but I don't know who attended.
Q. Can you identify anyone who attended other than yourself?
A. Again, I don't have the list in front of me who actually was on the phone. I know that Kathy Widmer who is my manager provided an update on it verbally. And I know there were other North America leadership team members present.
Q. So Kathy Widmer, does she work for J&J, the parent company?

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A. Kathy Widmer is respon- -- she works for Johnson & Johnson. Again, you would -- we'd have to confirm with the lawyers exactly what her title bears. Again, that's a legal thing. But she is responsible for our North America consumer business.
Q. So shortly after the filing of the LTL bankruptcy, you received a verbal inform from Kathy Widmer of Johnson & Johnson at a meeting with the North America leadership team; correct?
A. That's how I recall it.
Q. And are there minutes to the meeting? Are there customarily minutes, written minutes, to any meeting of the North America leadership team of Johnson & Johnson, yes or no?
A. Sometimes.
Q. Were there minutes to this particular meeting, yes or no?
A. I don't know.
Q. What did Kathy Widmer say at the meeting about the LTL bankruptcy?
A. I don't recall the details. I just recall her sharing that there would be a public announcement about the creation of this LTL entity and I remember her sharing kind of the

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intent of the creation of this and helping answer questions that people might have.
Q. Okay. And under oath I just want to know, can you identify anyone else who was present at that North America leadership meeting other than you and Kathy Widmer?
A. Well, I know that others were present as you --
Q. Who?
A. I understand --
MS. BROWN: Let her finish.
THE WITNESS: -- what you are asking. I understand the question.
And I -- but there were probably ten to 15 people on the call, but I can't be precise without looking at the actual attendees who was actually there.
BY MR. BLOCK:
Q. My question --
A. As I stated under oath, I know that many folks were on that call.
Q. Searching your memory of something that happened approximately two months ago, searching your memory under oath, can you identify anyone else who was at that North

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America team leadership meeting other than you and Kathy Widmer?
A. Well, just to be fair, I can tell you who was invited to the meeting for sure --
Q. Yeah. Tell me who was invited.
A. -- what the numbers are. What I can't do is --
Q. Who was invited?
A. -- if I was on the call, I can't recall who actually joined the call or not the call. So as you can imagine, that would be hard for me to swear to under oath.
Q. Sure. Who was invited?
A. So invitees for the North America leadership team would include Kevin Neat who is our CFO, Tina French, Maria Cortez.
Q. And does she have a nickname Duda?
A. Maria does sometimes go by Duda, yes.
Q. Who else?
A. James Norgren.
Q. Can you spell the last name, please?
A. N-o-r-g, Norgren, g-r-e-n.
Q. Who else?
A. Bertrand Klehr.
Q. How do you spell the last name?

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A. You are really testing me here. K-h-l-e-h-r maybe.
Q. Who else was invited?
A. Mona Nair, N-a-i-r; Kristen Wallace; Paola Camara, C-a-m-a-r-a; Mike Marquis, Michael Marquis, M-a-r-q-u-i-s; Eric Tarnofsky. I don't know who else would have been -- oh, Enrico Graness, G-r-a-n-e-s-s.
There may have been others, but I don't recall. We could again confirm that for you no problem.
Q. Okay. And after the meeting with all these people, you said that a written e-mail went out to the leadership team and that e-mail would have went out to those same people you listed including yourself; correct?
A. Yeah. What I recall is an e-mail communication with what I called those message points and it would have gone out to the same distribution list as the meeting invite normally.
Q. Okay. And who did that e-mail come from? Who was the author?
A. I don't have the e-mail in front of me. So it would normally in a situation like this come from our head of communications for

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North America which is Kristen Wallace. It would either come from Kristen Wallace or a member of her communications team.
Q. All right. And all the people you listed who were invited to this meeting are employed by JJCI; correct?
A. I know all of them are employees of Johnson & Johnson. They would -- some of them be -- they are all part of our Johnson & Johnson Global Consumer group.
Again, because they are representing end-to-end functions, like all the different functions, I am not -- I can't say exactly what organization they are legally attached to.
Q. And as you said, this written e-mail that went out after the meeting with North America leadership team had message points relating to the LTL bankruptcy; correct?
A. Well, it had message points related to the public announcement of the formation of LTL and kind of the general purpose of that.
Q. And the message points informed the leaders of Johnson & Johnson Consumer, Inc., including yourself about what messages could be shared with the public relating to the LTL

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bankruptcy; correct?
MS. BROWN: Objection, foundation, misstates her testimony.
THE WITNESS: No, that's not exactly correct. The communication message map that comes to leaders, again, as normal course of business, are communications that allow us to have accurate fact-based conversations with our employee base and in some cases other communications that are help- -- that help us have conversations with customers or healthcare professionals.
Separate from that, the communications team manages the conversations with the public, whether it's the media or out- -- investors. We don't handle those.
BY MR. BLOCK:
Q. Okay. And do you still have that e-mail that you are referring to that has the message points?
A. I don't know. I would have look.
Q. Do you keep your e-mails, I mean, for more than a couple of months or what's your custom and practice?
A. It depends on the e-mail, depends on

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the content.
Q. So, again, in this memo, it says that -- we are looking on the screen -- that the commercial capabilities are expected to continue through New JJCI upon consummation of the restructuring without interruption.
Do you see that?
A. I do.
Q. And is that exactly what has happened, that JJCI, the company that you are president of, has been able to continue business as usual without any commercial interruption since the filing of the LTL bankruptcy on October 14, 2021? Is that correct?
A. Well, again, as you know, J&J Consumer, the Global Consumer company is very big, so I can't speak to every aspect of it.
But in general I think that J&J Consumer, Inc., from my -- where I sit from the realm of responsibility I have has been able to continue operating without interruption.
Q. Okay. And can you just identify for the record any way that you could identify that JJCI's business has changed as a result of the LTL bankruptcy filing?

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operations, Enterprise Communications regards -- is referring -- refers to the communications department that manages communications for Johnson & Johnson.

BY MR. BLOCK:

Q. Okay. And Danielle Devine, is -- she's the head of Enterprise Communications for Johnson & Johnson globally or is that Michael Sneed?

A. I don't know the answer to that question. I know that they both work in Johnson & Johnson. I know they are both senior leaders and are Johnson & Johnson Enterprise Communications group.

Q. Okay. And Enterprise Communications refers to communications coming from Johnson & Johnson, the parent company; correct?

A. Again, I can't speak to what they mean in this document because I was not part of it. When I think about Enterprise Communications in my capacity, I think of it -- or I understand it as communications coming from our corporate Johnson & Johnson communications team.

Q. Okay. Corporate Johnson & Johnson located in New Brunswick, New Jersey; correct?

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A. Well, we have a lot of different locations, but our Johnson & Johnson headquarters is in New Brunswick.

Q. Okay. And then it talks about the rationale and benefits for the restructuring of Johnson & Johnson Consumer, Inc., where approval is being sought in this memo and the first bullet says "All lawsuits asserting claims to be immediately and automatically stayed."

Do you see that?

A. I see the statement.

Q. Okay. And when you signed the documents for the restructuring of Johnson & Johnson Consumer, Inc., did you have the understanding that one of the rationale or benefits was that all talc cases against Johnson & Johnson Consumer, Inc., the company that you were the president of, would be automatically stayed?

A. So, again, I can't speak to this document because this is the first time I'm seeing it, so -- but I can speak to my understanding through my discussions in signing the documents and my understanding that the bankruptcy would be a likely outcome.

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And as a result of bankruptcy and the case of bankruptcy, that cases and claims would be paused. That was my understanding.

Q. Okay. And that understanding came from your discussions with the attorney Chris Andrew, correct, for J&J?

A. My understanding came through our discussions in reviewing the documents and that lawyer was Chris Andrew.

Q. Okay. Did any person at J&J other than Attorney Chris Andrew tell you that one of the benefits of the LTL bankruptcy would be that cases against Johnson & Johnson Consumer, Inc., would be stayed?

A. I don't recall any discussions with other individuals outside of my discussions with Chris Andrew around that topic.

Q. Okay. And it says here in this memo seeking approval for the JJCI restructuring that another benefit would be "The global and permanent resolution of the claims."

Do you see that?

A. I see the statement there.

Q. Okay. And, in fact, just to read the whole sentence, it says "The global and permanent

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resolution of the claims pursuant to a plan of reorganization for LTL in the bankruptcy."

Do you see that?

A. I see that.

Q. And did the attorney Chris Andrew also tell you when you were signing the documents that the filing of the LTL bankruptcy would result in the global and permanent resolution of all the talc cases against Johnson & Johnson Consumer, Inc., the company that you were the president of, when you signed those documents?

MS. BROWN: And I'm going to object and instruct on specific pieces of legal advice that Mr. Andrew may have told you, Ms. Goodridge. If you have an understanding generally from the conversation and from your review of the documents, you can answer the question with regard to that.

MR. BLOCK: All right. Can we get the question read back? The objection has been made. It's in the record. I just need the objection [sic] read back so the witness can answer.

(Question read.)

BY MR. BLOCK:

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quote, The restructuring has been reviewed by representatives of local and functional teams listed below.

Do you see that?

A. I see that statement, yes.

Q. Okay. And you are not listed there; right?

A. Well, let me review.

I don't see my name listed there. No.

Q. Okay. Who is A. Lisman?

A. I do not know.

Q. Who -- Chris Andrew from the corporate law department is listed as having reviewed the restructuring and then also the lawyer you mentioned earlier, Valeria -- is it Cnossen?

She's also a lawyer for Johnson & Johnson; correct?

A. I don't know. I think you guys need to check her name in the spelling because it's -- I'm not sure if we are referencing the same person. It's spelled different ways in the documents.

Q. Okay. Who is M. Larkin and L.

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Giacino?

A. I know of Mark Larkin's name, but I do not know their roles that they play.

Q. Okay. It lists here there their function is corporate secretary.

Would that be for JJCI?

A. I don't know. I would defer to my lawyers to understand what role they are playing.

Q. Okay. D. McGraw, you said earlier you don't know who McGraw is; right?

A. I do not.

Q. How about corporate treasury L. Freyne, F-r-e-y-n-e, and M. Vertenten, who is that?

A. I do not know them.

Q. How about finance, Kowalski and Stanzione?

A. I have heard of Kowalski, but I don't know what capacity that person is playing and if it's the same Kowalski because it doesn't have the first name.

Q. Okay.

A. I do not know the other person.

Q. It says "Please provide your approval to proceed to Chris Andrew, the attorney from

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Johnson & Johnson, and Steve Kowalski, senior finance director, consumer business development."

Are their titles stated accurately there?

A. I don't know because I don't know what Steve's role is, but I'm assuming it's correct based on the document.

Q. Okay. And do you know these litigation lawyers Andrew White and K. Manfre?

A. I don't know a Manfre. I know Andrew White through my interactions on -- on this.

Q. Okay. Did Andrew White -- was he yet another lawyer who you spoke to for Johnson & Johnson in preparation for this deposition?

A. I did speak to him briefly giving me a heads-up about the deposition. He may have been on some of the calls. I don't recall. We weren't -- I wasn't actively dialoging with Andrew. He may have been on some of those calls.

Q. All right. And Kim Montagnino, she is in the communications department for Johnson & Johnson; correct?

A. I don't know her, so I don't know. But it says that, so I'm assuming that.

Q. All right. So did you first find

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about the LTL bankruptcy -- or strike that.

Did you first find out about the JJCI reorganization that occurred in October 2021 before or after the date of this memo which is October 11th, 2021?

A. I first learned of it in early October. So I don't remember the exact date, but it would be right -- either right before this date -- but, again, I can't recall the exact date, but my -- first two weeks of October.

Q. Okay. So in addition to never seeing this written request for approval before that is dated October 11th, 2021, which requested approval for the restructuring of JJCI, did you know that there had been a written request for approval on October 11, 2021, or at any time before you were asked to sign the documents?

A. I was not aware of any type of approval prior to my signing the documents.

Q. All right. You said earlier that you believe that the talc litigation posed certain -- did you say hardships or financial hardships for JJCI? Is that correct?

A. I did state that, yes.

Q. Okay. And identify specifically any

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financial hardship that the talc litigation has posed to JJCI.

A. What I can share is just what I know in my capacity and I'm sure there are lawyers and experts that can give you more details.

But, you know, the way I think about -- or what the way I understood the impact of talc litigation as a hardship for a business would be through the financial investments that were required to both cover the cases, cover any litigation costs, as well as any claims, like the litigation expense coming out of the claims.

Secondly, obviously the cost of the resources -- both time and costs of the extraordinary number of resources cross-functionally that had to continue working on the litigation.

The third aspect would be the strategic implication or potential reputational damage that had to our products either with the Johnson's Baby name or across our portfolio.

And then, of course, there is the confusion, the disruption that it provides for both our consumers and our customers as well as our healthcare professionals.

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And I'm sure there is more, but those would be some of the things top of mind for me when I think about the hardship, the strategic implication that it had on our business overall.

Q. And were all the things you just identified reasons why the LTL bankruptcy was filed?

MS. BROWN: Objection, foundation, calls for speculation.

THE WITNESS: Yeah. Again, I can only share with you the impact that the talc litigation had on the business which was significant and not sustainable.

Separately I can comment that I understood that the intent -- what the intent and the purpose of creating the LTL entity was, to be able to help better manage resolution of this talc litigation.

BY MR. BLOCK:

Q. What do you mean when you say the talc litigation was not sustainable for JJCI? What do you mean, "not sustainable"?

A. What I mean by that, again, in my capacity is understanding that it had a significant financial burden on the organization,

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resource burden on the organization, distraction, all the things that I mentioned before and more, that managing that required a significant amount of investment and resources.

And because of the volatility and the number -- sheer number of the cases, the unpredictability of the cases. And, again, I'm not an expert in this area, but from my understanding, that that needed a situation that would be hard to manage over time. That's what I mean by that word.

Q. And what do you mean by reputational damage?

What -- as the president of JJCI, what are you referring to when you say the reputational damage of the talc litigation? What are you referring to?

A. So what I'm referring to when I say reputational damages, it starts with the fact that we stand behind Johnson & Johnson Consumer, Inc., and Johnson & Johnson behind the safety of our talc products.

So if we start with that premise, obviously through the media, through the litigation, there is a lot of confusion and

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concern from consumers, families, our stakeholders, and that confusion can create a reputational damage on our brands.

Q. As president of JJCI, you're still telling the public that there never was asbestos in Johnson's Baby Powder; right?

A. As part of Johnson & Johnson Consumer and based on the data and the science that we have, we stand behind the fact that our Johnson & Johnson talc products do not contain asbestos and never have.

Q. Right. And certainly if there was a laboratory test that showed that there was asbestos in Johnson's Baby Powder, that certainly would harm the reputation of Johnson & Johnson and Johnson & Johnson Consumer, Inc.; correct?

MS. BROWN: I object to the form, foundation, speculation.

THE WITNESS: Again, I can't speak to any laboratory data, et cetera. I think I can speak to what our data and science show which is that our talc products do not contain asbestos.

I know there are other pieces of data out there that may have different information. And, yes, that causes confusion and distraction

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quick break -- yeah, I'd love to go next. Can we go off the record for just a minute?

MR. MORRIS: And how much time do we have left and does anybody want to inquire other than Mr. Pfister and me?

MS. BROWN: I'm going to have a few questions, but that doesn't count to the seven hours obviously.

MR. MORRIS: Okay.

THE VIDEOGRAPHER: Is everyone agreed to go off record?

MR. MORRIS: Yes.

THE VIDEOGRAPHER: Okay. The time is --

MS. BROWN: Yeah, that's fine.

THE VIDEOGRAPHER: The time is 4:34 p.m. We are going off the record.

(Recess taken.)

THE VIDEOGRAPHER: The time is 4:42 p.m. We are now back on the record.

EXAMINATION

BY MR. MORRIS:

Q. Okay. Good afternoon, ma'am. Can you hear me okay?

A. Yes, thank you.

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Q. Okay. My name is John Morris. I'm an attorney at Pachulski, Stang, Ziehl & Jones. And we represent the law firm called Arnold & Itkin. I just have a few questions.

Currahee Holding Company, Inc., did you participate in any board meetings concerning that entity in October 2021?

A. I did not participate in any specific board meetings.

Q. Do you know if there were any board meetings that were held for that entity in October 2021?

A. Not that I'm aware of.

Q. Did you participate in any board meetings for Chenango Zero, LLC, in October 2021?

A. No, I did not.

Q. Do you know if there were any board meetings for that entity in that month?

A. Not that I was aware of.

Q. Okay. Did you participate in any board meetings for JJCI in October 2021?

A. No, I did not participate in any formal board meetings for JJCI. I participated in many other board meetings across the company but not specific to JJCI.

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Q. Okay. Do you know if there were any board meetings in October of 2021 for that entity?

A. Official board meetings, not that I'm aware.

Q. How about Chenango One, LLC, did you participate in any board meetings in October 2021 for that entity?

A. I did not but I was not involved with Chenango One, so -- just to clarify my role.

Q. Okay. And how about Chenango Two, do you have any involvement with that entity?

A. Yes, I have a role in that entity.

Q. And were there any board meetings for that entity in October 2021?

A. No, there were no board meetings that I was aware of.

Q. Okay. And you are the president of Currahee Holding; is that right?

A. Yes.

Q. Did that entity have counsel in connection with the October restructuring?

A. Sorry. I didn't understand the question. Maybe I don't understand the term "counsel."

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Would you mind explaining that to me.

Q. Sure. Did that entity have a lawyer who represented that entity's interests in connection with the October 2021 restructuring?

A. I don't know. I would want to defer to my documents to check that if that's appropriate.

Q. Okay. But you can't recall off the top of your head whether that entity had its own counsel; is that fair?

A. I can't recall off the top of my head but I would defer to my lawyers for that information. They might know the answer.

Q. Okay. Do you know who Mr. Andrew represented in October 2021?

A. You know, I only can share my understanding in my role with Mr. Andrew, was that he was a lawyer representing Johnson & Johnson.

Q. And do you have any understanding as to whether he represented any particular entity or just Johnson & Johnson to the best of your understanding?

A. Again, I think we could defer to the documents for the specificity around his

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individual at Johnson & Johnson who approved the restructuring transaction in October of 2021?
MS. BROWN: Objection, foundation.
THE WITNESS: Can you ask the question again, just to make sure I understand, please.
BY MR. PFISTER:
Q. Sure. I am -- we looked at a number of documents that you signed.
A. Correct.
Q. And I understand you are the president of JJCI.
A. Correct.
Q. And we looked at some other documents where there was an approval memo that you hadn't seen before, so I just want to step back and confirm that you are the highest ranking individual at Johnson & Johnson who approved the transaction in October of 2021?
MS. BROWN: Objection, vague, foundation.
THE WITNESS: All right. Just to clarify, so I signed on behalf of Johnson & Johnson Consumer, Inc.
The way that our organ- -- when you

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asked the question about the highest ranking individual at J&J, there are individuals that are higher ranking than I am within broader Johnson & Johnson that were involved in this.
BY MR. PFISTER:
Q. Okay. So let me break the question down then. You are the highest ranking individual at JJCI who approved the transaction in October 2021; correct?
MS. BROWN: Objection, vague.
THE WITNESS: Again, I can't comment like on the ranking. I can just comment that I signed on behalf of my role which is president and officer of Johnson & Johnson Consumer, Inc.
BY MR. PFISTER:
Q. And there is nobody who is higher up in Johnson & Johnson Consumer, Inc., than you are; is that correct?
A. Well, I would defer to my lawyers on the legalities of people's titles. What I understand is my role as an officer and president of Johnson & Johnson Consumer, Inc., and then separately from that we do have an operating business that we run for our Global Consumer business and we have different titles and

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reporting structures within those operating day-to-day operational side of the business and so to me that is a separate question, so I just want to clarify my answer.
BY MR. PFISTER:
Q. No, I understand. So I was trying to break it down first to JJCI just to make sure you were the highest ranking JJCI individual given that you are the president of JJCI.
And then I was going to make it a little broader and ask about the names of the higher ranking individuals at Johnson & Johnson, the I think apex company is what Mr. Glasser referred to it as, who approved the transaction in October of 2021?
MS. BROWN: And, Counsel, just to be clear, are you talking about folks on the approval memo or are you talking about folks who signed the documents?
MR. PFISTER: Well, I'm talking about people who signed the transaction documents themselves, so my --
MS. BROWN: Because your question asks approved. So I think it's just going to lead to a little confusion.

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BY MR. PFISTER:
Q. Okay. And, well, I'm not trying to be tricky or anything.
I just want to know if in your understanding anybody higher ranking in Johnson & Johnson, the apex company, anyone higher ranking than you approved the transaction in October of 2021?
MS. BROWN: Objection, vague.
THE WITNESS: Well, I don't know what "the apex company" is referring to, so I'm not clear what that is.
BY MR. PFISTER:
Q. I just borrowed Mr. Glasser's term. I just mean Johnson & --
A. It's not a term I use, so I --
Q. How do you refer to the Johnson & Johnson -- the overall corporate -- the parent entity? The -- tell me what term you use.
A. Johnson & Johnson.
Q. Okay. I'll use Johnson & Johnson then.
So did anyone at Johnson & Johnson who is higher ranking in the organization than you approve the transaction in October of 2021?

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A. Did I receive any negative feedback regarding the transaction?
Q. Correct.
A. I don't recall receiving negative feedback about the transaction. I recall getting questions from employees and others about the transaction.
Q. Okay. And knowing what you know now sitting here today on December 20, do you believe the transaction was properly vetted in October of 2021?
MS. BROWN: Objection, vague, foundation.
THE WITNESS: Again, you know, sitting here where I am but also when I signed the agreements, I was under the understanding that there was a lot of consideration and a lot of experts that had considered the options for the best path forward.
And because of that, I was comfortable moving forward with the agreements and I still have that same position today.
BY MR. PFISTER:
Q. Okay. So that was going to be my question. I understood your testimony about

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where you were in October of 2021.
And so my question is are you in that same position, that is, being comfortable with the restructuring transaction and the bankruptcy as you sit here today in December of 2021?
A. Well, just to clarify, I'm comfortable with the -- with what I signed in terms of the purpose and the intent about the creation of LTL. That's the part that I feel very comfortable in my role then and also in my role today.
Q. Is there anything you feel uncomfortable about?
A. About the transaction and what I signed, no.
I am uncomfortable with things that I wasn't involved in and in the questions, but other than that, I was -- I'm very comfortable with what the agreements are and what I signed and my understanding of it.
Q. Okay. Can you expand a little bit on that last part. I understand the parts you are comfortable with.
But the parts you are uncomfortable with, can you tell me a little bit more about

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that?
A. I don't think there is anything to elaborate on. I'm uncomfortable when I'm asked questions about things that I wasn't involved in.
Q. Okay. And knowing what you know now, that is, as you sit here on December 20 of 2021, is there anything that you would have done differently in October of 2021 when presented with this transaction?
A. No, I don't believe so.
Q. Are there any different questions you would have asked that you didn't ask at the time?
A. I don't believe so, no.
MR. PFISTER: Okay. And -- okay. That's actually all I have. I want to thank you for your time. I appreciate it.
THE WITNESS: Thank you.
EXAMINATION
BY MS. BROWN:
Q. Okay. Ms. Goodridge, we are almost done. Do you want to take five minutes or do you want to just keep going? I just have maybe 10 minutes of questions for you.
A. Keep going.
Q. Okay. Well, first of all,

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Ms. Goodridge, we have been here for about seven hours so this might seem a little strange at this point in the day but could you just introduce yourself and tell us who you are and what you do at JJCI.
A. Sure. Yes, Alli, I am -- I have been at Johnson & Johnson for 24 years. I think we have talked today already about my role as an officer and president of Johnson & Johnson Consumer, Inc., but I also on a day-to-day basis have operational responsibility for our U.S. self-care business which includes brands that you may know like Tylenol, Pepcid, et cetera.
Q. Okay. And you said in addition to your responsibilities for the healthcare business, you also serve as an officer of JJCI; is that right?
A. I do.
Q. And many, if not most, of the questions here today were directed to some actions you took in your role as the president of JJCI; is that right?
A. Yes.
Q. Okay. And is it -- were you involved in the underlying investigation into the

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transaction and to the drafting of documents regarding the transaction we have been talking about here today?

A. No, I was not involved in that process.

Q. Were you nonetheless called upon as an officer of JJCI to sign on behalf of the company a number of documents regarding the transaction?

A. I was.

Q. Is that unusual, Ms. Goodridge, in your role as an officer of JJCI to be called upon to sign on behalf of the company about a transaction that you weren't involved in substantively?

A. No, it is not unusual and I signed many agreements in the last two weeks that I was not substantive -- very detailed involved -- I didn't have detailed involvement with.

Q. Okay. As an officer of JJCI, in fact, as the president of JJCI, are you aware of any processes that are in place at JJCI by which a transaction would get approved before it came to your desk for signature?

A. Sure. There are lots of processes

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but there are different processes for different types of approvals.

I think earlier we talked a little bit about capital appropriation agreements. Those go through a very specific process with a certain number of stakeholders that are involved in the review or assessment and different authorities to approve.

There are procurement processes in terms of agreements that we sign, whether it's marketing agreements or supply agreements. There are licensing agreements that we sign for our products. There are business development agreements that we sign for our products. There are a whole host of agreements that we sign all with different processes for the what I call the content assessment process and then there is a process for the approval process.

Q. And we looked at Exhibit 9 in your deposition today which was referred to as an approval memo.

Do you remember looking at that document here today?

A. Yes.

Q. Okay. And you were not somebody who

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was on that approval memo who approved the transaction at issue here; is that right?

A. I was not on that memo.

Q. Okay. And I think you testified you don't -- you weren't aware that that particular memo existed; right?

A. I was not before this process, before this process.

Q. Okay. And even though you weren't on that approval memo and you weren't aware of that particular document, before you signed the documents at issue in this transaction, did you believe there was an approval process that was in place and had been put into action before the documents got to you?

MR. BLOCK: Objection, leading.

THE WITNESS: I can just state what I know is before I signed the documents, just like before I sign other documents, I was extremely aware that there was a -- different considerations, a team that was reviewing, and I think I testified to that and a process for vetting out the different options.

So, yes, I was definitely aware of that.

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BY MS. BROWN:

Q. Okay. You mentioned that there were a number of different things and people you relied on for your knowledge about the documents.

Do you remember that testimony?

A. Yes.

Q. Okay. And I think you just referenced one of them now, a team of experts and lawyers and individuals who were involved in the process from the beginning; is that right?

MR. BLOCK: Objection to form, leading.

MR. GLASSER: (Inaudible) -- misstates prior testimony terribly.

MS. BROWN: I can't -- I can't hear the second objection.

MR. BLOCK: Brian, there is something wrong with the audio.

MR. GLASSER: I said I object, it's leading, and it terribly misstates the prior testimony by a mile.

MS. BROWN: Okay. You can just object to leading.

BY MS. BROWN:

Q. And so let's talk about some of the

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basis for that.
MS. BROWN: Well, that's just not true that every single document was.
And you have my position on the record which is that we are provisionally marking this as confidential. If you disagree with that, no doubt there is a process in place for you to raise those objections and we will respond accordingly.
MR. GLASSER: Okay. I have some follow-up questions.
MR. BLOCK: Hold on, I just want to say in response to that, Ms. Brown -- and I just want to make it clear for the record that you are taking the position that the entirety of the transcript involves matters that are confidential such that they would be protected under the federal rules?
That is a frivolous and bad faith position and we don't accept it at all. Thank you.
MS. BROWN: Terrific.
MR. GLASSER: Wait, I have a couple of follow-up questions to your questions, Alli. It will just take a minute.

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FURTHER EXAMINATION
BY MR. GLASSER:
Q. The first is you discussed a reporting chart, Ms. Goodridge. Can you describe that to me? Is it some kind of PowerPoint with dotted lines that shows who reports to who?
A. I don't think I was referring to one specific reporting chart.
So can you just clarify what you are drawing the reference to?
Q. Yeah. In answer to some of the questions, you discussed a reporting chart. And I want to know what you mean by that.
Is there -- on the intranet at Johnson & Johnson, are there accessible ways to see who reports to who in a graphic way in the company if you need to look and see?
A. Yeah. I mean, I can just tell you what is accessible.
Q. Sure.
A. When I meant reporting, I meant reporting. I don't think I meant reporting chart, just for the record.
There are reporting structures that exist in any operating company including our own.

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So inside our J&J system, you can see that I report, for example, to Kathy Widmer and you can see who Kathy Widmer reports to which is, again, pretty standard.
Q. Well, you might be able to but I can't.
So can you just describe for me what -- is that some kind of program? An intranet? A chart? Describe where one could see that.
A. It's in a system that actually I think we discussed earlier today.
Q. The one called Workday?
A. I think Workday has it. And if you enter an employee's name -- if I were to enter my name, I could see who reports to me and who I report to. It's just a basic system.
Q. Okay. And have you seen it print out charts or spreadsheets that show those relations among people if you need to know them?
A. I don't know if it does that. I don't use it for that. I just know that it has reporting relationships in it.
MR. GLASSER: Okay. I don't have any other questions.

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Does any other counsel have a question before I end this deposition?
(No response.)
MR. GLASSER: Okay. Thank you very much for your time, Ms. Goodridge. Have a good evening.
THE WITNESS: Okay. Thank you. Thank you.
MS. BROWN: Thanks, everyone.
THE VIDEOGRAPHER: Okay. The time is 5:45 p.m. Eastern. We are now going off the record.

(Whereupon signature was not waived and the witness was excused.)

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COMES NOW THE WITNESS, MICHELLE GOODRIDGE, and having read the foregoing transcript of the deposition taken on December 20, 2021, acknowledges by signature hereto that it is a true and accurate transcript of the testimony given on the date hereinabove mentioned.

_____
[MICHELLE GOODRIDGE]

Subscribed to before me this _____ day of _____, 2021.

_____
[Notary Public]

My commission expires: _____.

Case: In Re: LTL MANAGEMENT LLC
Date Taken: December 20, 2021
Reporter: Nicola Gengler, CSR, RPR

REPORTER CERTIFICATE

I, NICOLA GENGLER, Certified Shorthand Reporter, do hereby certify that there came before me.

MICHELLE GOODRIDGE,

who was by me first duly sworn; that the witness was carefully examined, that said examination was reported by myself; translated and proofread using computer-aided transcription, and the above transcript of proceedings is a true and accurate transcript of my notes as taken at the time of the examination of this witness.

I further certify that I am neither attorney nor counsel for nor related nor employed by any of the parties to the action in which this examination is taken; further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in this action.

Dated this 21st day of December, 2021.

_____
NICOLA GENGLER, CSR, RPR

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EXHIBIT 16

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DECLARATION OF DONALD McGRAW

I declare under penalty of perjury that the following is true and correct:

1. My name is Donald McGraw. I have been a member of the Tax Counsel Group of Johnson & Johnson since November 2016. I am over twenty-one years of age and of sound mind. I am competent to affirm all of the matters set out in this Declaration. Unless otherwise stated, all matters herein are within my personal knowledge.

2. I submit this Declaration to provide information regarding a series of internal corporate transactions completed over a period of 18 months which resulted in the separation of Johnson & Johnson's global consumer health business and the creation of a new publicly traded corporation, Kenvue Inc. (to which such business was transferred), including (i) the chronology of events culminating in the transfer; (ii) the reasons for the structure of the transfer; and (iii) individuals and/or entities involved in the transfer. I will refer to these transactions as the "Kenvue Transactions."

3. I understand that it has been claimed that Janssen Pharmaceutical, Inc. ("Janssen") had a significant role in the Kenvue Transactions, including that Janssen directly transferred the U.S. consumer health business to Kenvue, and more broadly, that Janssen operated the consumer health business. However, as explained below, these claims are incorrect.

4. Janssen has had no day-to-day involvement in the operation of the U.S. consumer health business during my time at Johnson & Johnson, and to the best of my understanding, at any time. Rather, long before the Kenvue Transactions, Janssen owned shares of the subsidiary – Johnson & Johnson Consumer Inc. ("JJCI 1") – that operated the U.S. consumer health business. In mid-October 2021, JJCI 1 was merged out of existence in connection with an internal corporate restructuring, in which two new companies were created. The first new company was named LTL Management LLC ("LTL"). Pursuant to the restructuring, LTL became solely responsible for JJCI 1's liabilities arising from North American talc-related claims against it (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws), and the defense of those claims ("Talc-Related Liabilities"). The second new company was named Johnson & Johnson Consumer Inc., which subsequently changed its name to Johnson & Johnson Holdco (NA), Inc. ("Holdco/JJCI 2").

5. In November 2021, Johnson & Johnson announced its intention to separate its global consumer health business, creating a new publicly traded company. The Kenvue Transactions effectuated that planned separation. The hundreds of individual steps comprising the Kenvue Transactions (including many outside the United States) consolidated the global consumer health business in various subsidiaries that were subsequently transferred to Kenvue Inc. for purposes of facilitating the ultimate separation of the global consumer health business from Johnson & Johnson. As part of the Kenvue Transactions, the U.S. consumer health business was transferred by Holdco/JJCI 2 to a newly formed, wholly-owned subsidiary, Johnson & Johnson

Consumer Inc. ("JJCI 3"). Subsequently, JJCI 3 was transferred by Holdco/JJCI 2 to Janssen which, in turn consolidated its ownership of JJCI 3 and another subsidiary under a holding company that was then transferred by Janssen to a series of other Johnson & Johnson companies and ultimately to Kenvue. In connection with the Kenvue Transactions, Janssen directly "owned" JJCI 3 for less than 24 hours and had no day-to-day involvement in the operations of the U.S. consumer business during that time period.

6. As a general matter, the Kenvue Transactions were structured and executed to comply with tax, regulatory and legal requirements, prevent disruption of operations and to effectuate the business transfer in a cost-effective and tax-efficient manner. The specific reasons why the Kenvue Transactions were structured and executed in the way they were cannot be disentangled from legal advice requested and received by Johnson & Johnson. By submitting this declaration, neither I nor the Company intends to waive such privileges. Rather, my statements are made in an effort solely to provide factual information.

7. Set out below is an abbreviated chronology of the Kenvue Transactions that addresses Janssen's principal involvement, with a focus on the transfer of the U.S. consumer health business.

   a. Janssen formed new subsidiary companies, including JNTL Holdings 2, Inc. (completed February 2022);

   b. Holdco/JJCI 2 formed a new subsidiary company, a Nevada corporation named Johnson & Johnson Consumer Inc. ("JJCI 3") (completed June 1, 2022);

   c. Janssen transferred employees to JJCI 3 in exchange for no consideration (completed January 1, 2023);

   d. Janssen transferred 100% of the legal title of the Fort Washington, Pennsylvania property to JJCI 3 in exchange for nominal consideration of $10 (completed January 2, 2023);

   e. JJCI 3 changed its corporate domicile to Delaware (completed January 3, 2023);

   f. HoldCo/JJCI 2 distributed 100% of the shares of JJCI 3 to Janssen (completed February 3, 2023);

   g. Janssen contributed Pevisone IP to JJCI 3 in exchange for additional paid in capital (completed February 3, 2023);

   h. Janssen contributed 100% of the shares of JJCI 3 and other consumer health subsidiaries to JNTL Holdings 2, Inc. in exchange for additional paid in capital (completed February 3, 2023);

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i. Janssen distributed 100% of the shares of JNTL Holdings 2, Inc. to DePuy Synthes, Inc. (completed February 3, 2023);

j. DePuy Synthes, Inc. contributed 100% of the shares of various consumer health subsidiaries to JNTL Holdings 2, Inc. in exchange for additional paid in capital (completed April 3, 2023);

k. DePuy Synthes, Inc. distributed 100% of the shares of JNTL Holdings 2, Inc. to Johnson & Johnson International (completed April 3, 2023);

l. Johnson & Johnson International contributed 100% of the shares of various consumer health subsidiaries to JNTL Holdings 2, Inc. in exchange for additional paid in capital (completed April 3, 2023);

m. Johnson & Johnson International distributed 100% of the shares of JNTL Holdings 2, Inc. to Johnson & Johnson (completed April 3, 2023); and

n. Johnson & Johnson transferred (i) 100% of its rights to any consumer health IP agreements, contracts and licenses to Kenvue Inc. in exchange for no consideration and (ii) 100% of its ownership in various consumer health subsidiaries to Kenvue Inc. in exchange for additional paid in capital (completed April 4, 2023).

8. Stated a different way, Janssen received 100% of the shares of the subsidiary that held the consumer health business on February 3, 2023, and ***on the same day***, transferred such shares to another Johnson & Johnson subsidiary company, DePuy Synthes, Inc. ("DePuy Synthes"). Later, on April 4, 2023, after several additional steps, Johnson & Johnson transferred 100% of its interests in various consumer health subsidiaries (including JJCI 3) to Kenvue.

9. I have attached as Exhibit A to my Declaration a 20-page slide deck that provides additional detail (includes pictorials) of these and other steps in the Kenvue Transactions related to Janssen's involvement.

10. In addition, attached as Exhibit B to my Declaration are transactional documents (e.g., share distribution agreements) that correspond to the steps described in Exhibit A.

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11. As a general matter, individuals in the Johnson & Johnson law department and tax department (as well as outside legal and tax advisors) had primary involvement in developing and executing the structure of Kenvue Transactions (including the transfer of the subsidiary operating the U.S. consumer health business to Janssen and the almost immediate transfer of such subsidiary from Janssen to DePuy Synthes). In addition, the agreements and other documents provided in Exhibit B reflect the identities of individuals who were involved in specific transactional steps.

Executed this 18 day of September, 2023 in Belle Mead, New Jersey.

DONALD McGRAW

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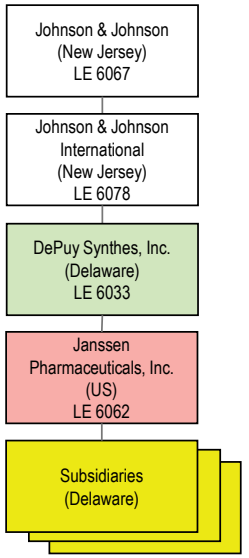
Completed: February 2022 (various dates)

Transaction Steps

Janssen Pharmaceuticals, Inc. (US – 6062) forms new subsidiary companies



Form NewCos

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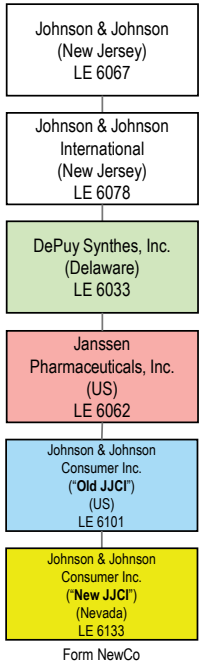
Completed: June 1, 2022

Transaction Step

Johnson & Johnson Consumer Inc. (US – 6101) ("Old JJCI (US – 6101)") forms a new Nevada corporation with the name, "Johnson & Johnson Consumer, Inc." ("New JJCI (Nevada – 6133)").



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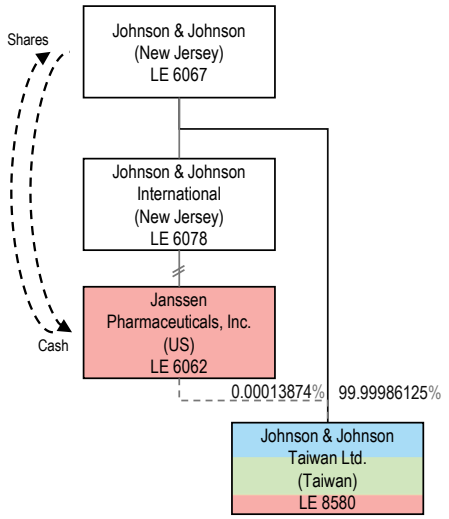
Completed: June 20, 2022

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) transfers 100% of its shares of Johnson & Johnson Taiwan Ltd. (Taiwan – 8580) (representing 0.00013874% of the total outstanding shares of Johnson & Johnson Taiwan Ltd. (Taiwan – 8580)) to Johnson & Johnson (New Jersey – 6067) in exchange for USD 80 cash



Entities not reflected

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Completed: November 1, 2022

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) contributes 100% of the shares of Diamond Japan K.K. (Japan – 8272) to JNTL (Japan) HoldCo Inc. (Delaware – 8271) in exchange for additional paid in capital.

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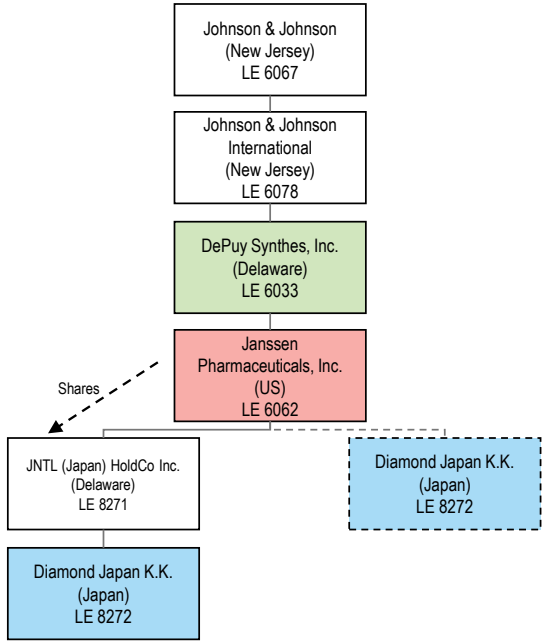

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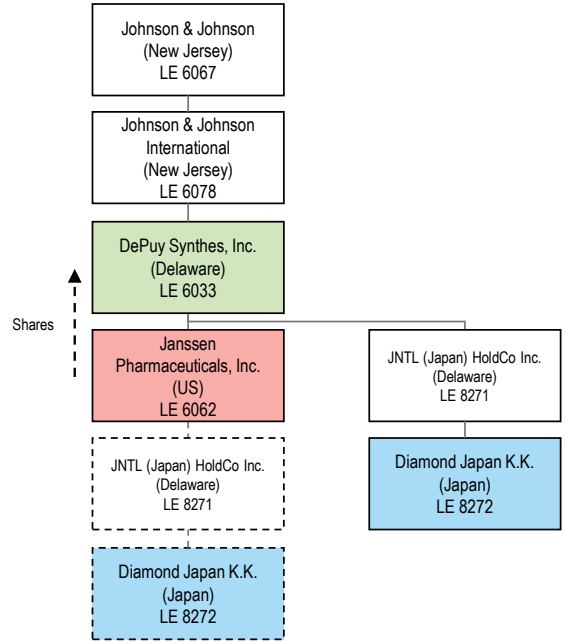
ELECTRONICALLY FILED - 2024 Jun 28 1:24 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4004072

Completed: November 1, 2022

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) distributes 100% of the shares of JNTL (Japan) HoldCo Inc. (Delaware – 8271) to DePuy Synthes, Inc. (Delaware – 6033).



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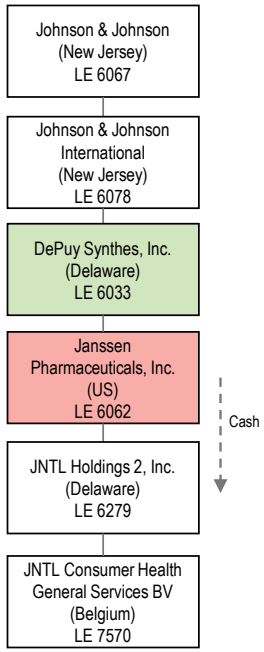
ELECTRONICALLY FILED - 2024 Jun 28 1:24 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4004072

Completed: December 9, 2022

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) contributes USD 10,000,000 cash to JNTL Holdings 2, Inc. (Delaware – 6279) in exchange for additional paid in capital.



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Completed: January 1, 2023

Transaction Step

Janssen Pharmaceuticals, Inc. (United States – 6062) contributes (i) 100% of its Class A preferred shares of Johnson & Johnson Inc. (Canada – 7695) to Johnson & Johnson (Canada) Inc. (Canada – 7694) in exchange for common shares Johnson & Johnson (Canada) Inc. (Canada – 7694), and (ii) 100% of its Class A common shares of Johnson & Johnson Inc. (Canada – 7695) to JNTL HoldCo 6 LLC (Delaware –6280) in exchange for additional paid in capital.

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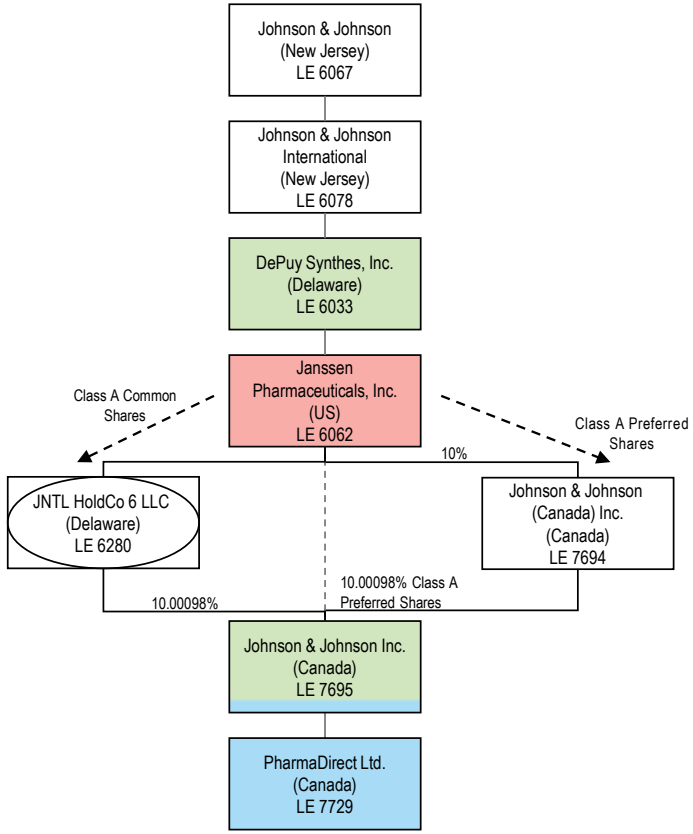

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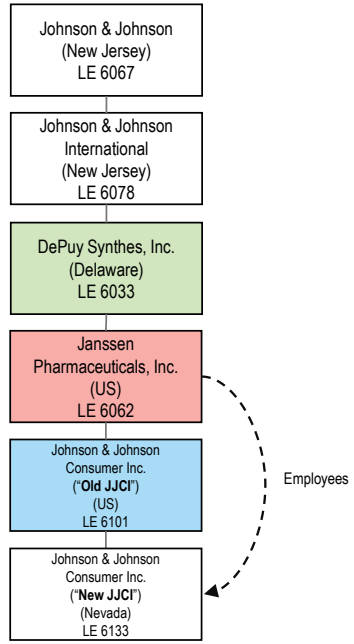
Completed: January 1, 2023

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) transfers Employees to New JJCI (Nevada – 6133) in exchange for no consideration.



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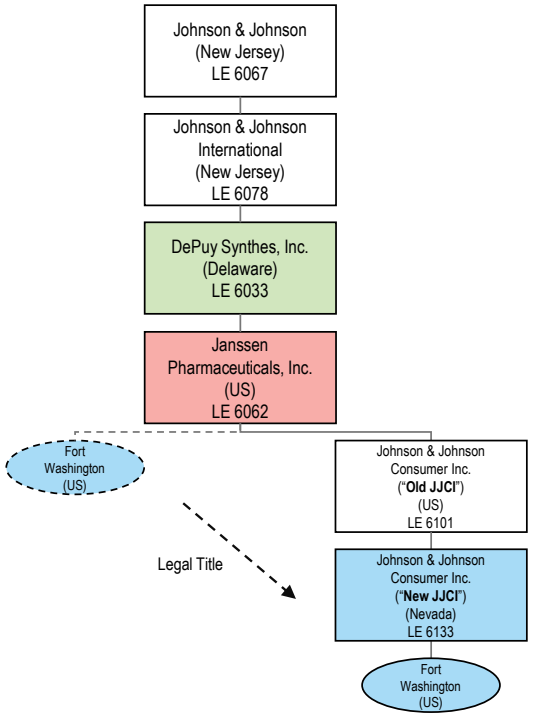
Completed: January 2, 2023

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) transfers 100% of the legal title of the Fort Washington (US) plant to New JJCI (Nevada – 6133) in exchange for nominal consideration of USD 10.



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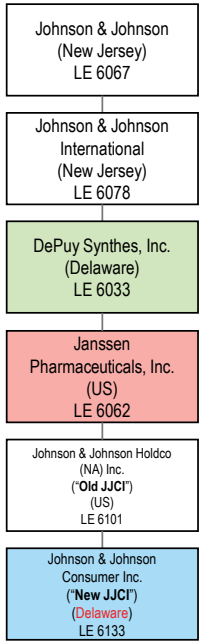
Completed: January 3, 2023

Transaction Step

New JJCI (Nevada – 6133) changes its corporate domicile to Delaware.



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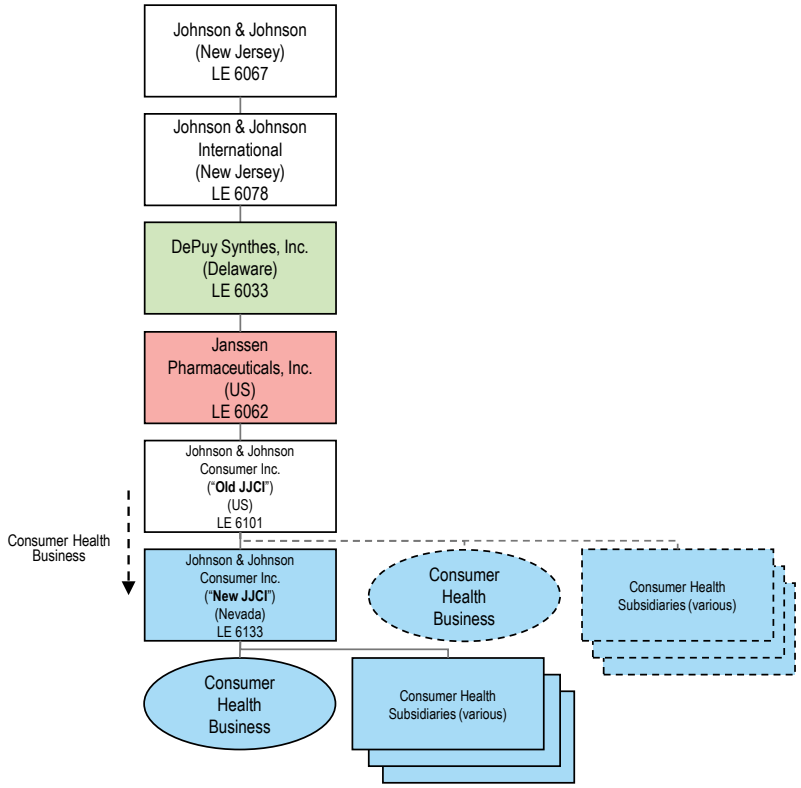
Completed: January 2023 (various dates)

Transaction Step

Old JJCI (US – 6101) contributes Consumer Health Business assets, liabilities, subsidiaries and employees to New JJCI (Nevada – 6133) in exchange for additional paid in capital.



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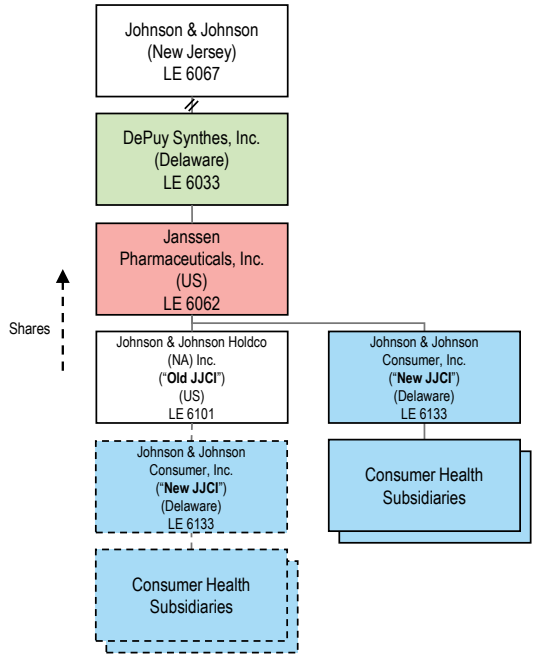
Completed: February 3, 2023

Transaction Step

Old JJCI (US – 6101) distributes 100% of the shares of New JJCI (Delaware – 6133) to Janssen Pharmaceuticals, Inc. (US – 6062).



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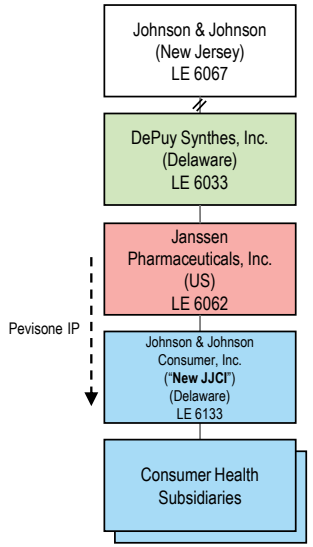
Completed: February 3, 2023

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) contributes the Pevisone IP to New JJCI (Delaware – 6133) in exchange for additional paid in capital.



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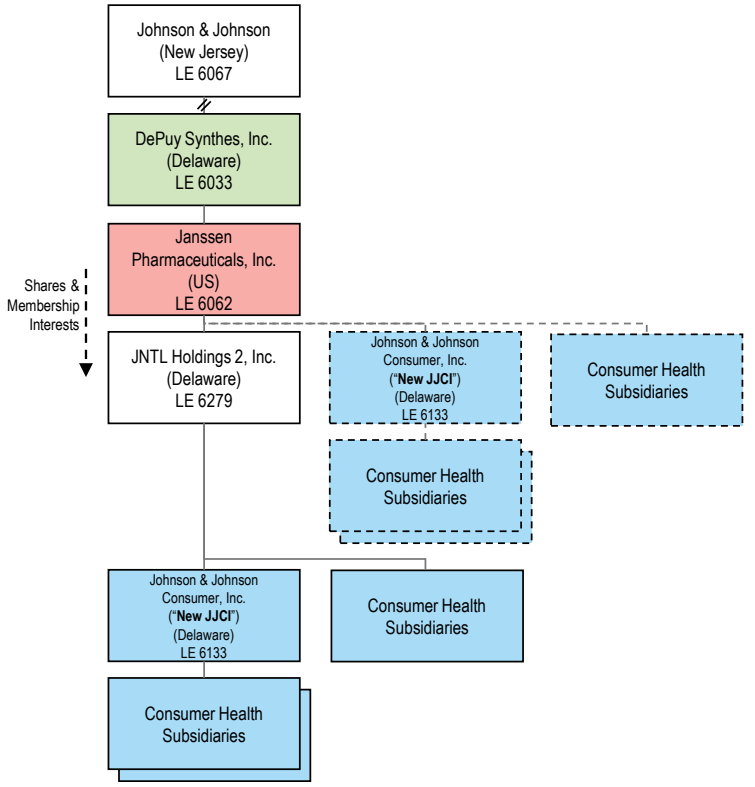
Completed: February 3, 2023

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) contributes 100% of the shares of New JJCI (Delaware – 6133) and other Consumer Health subsidiaries to JNTL Holdings 2, Inc. (Delaware – 6279) in exchange for additional paid in capital.



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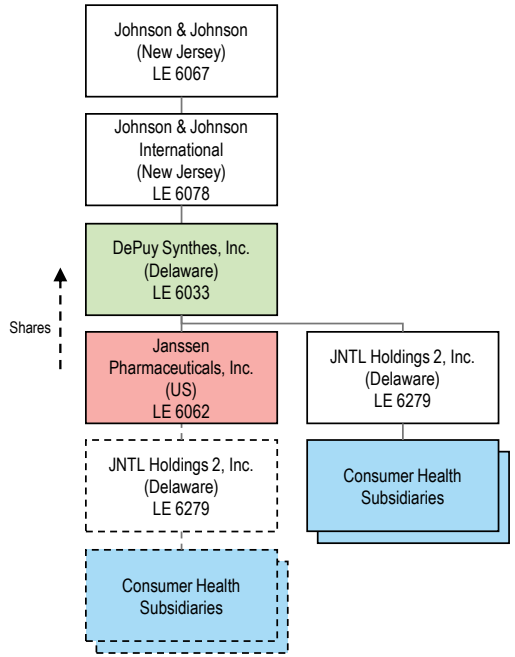
Completed: February 3, 2023

Transaction Step

Janssen Pharmaceuticals, Inc. (US – 6062) distributes 100% of the shares of JNTL Holdings 2, Inc. (Delaware – 6279) to DePuy Synthes, Inc. (Delaware – 6033).



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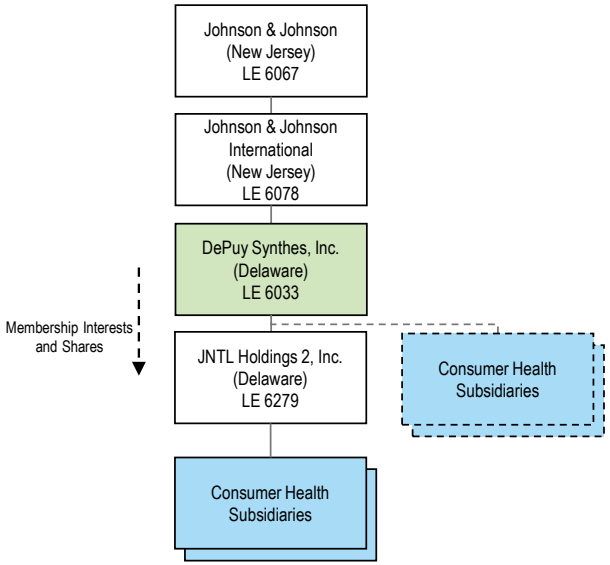
Completed: April 3, 2023

Transaction Step

DePuy Synthes, Inc. (Delaware – 6033) contributes 100% of its ownership in various Consumer Health subsidiaries to JNTL Holdings 2, Inc. (Delaware – 6279) in exchange for shares and additional paid in capital.



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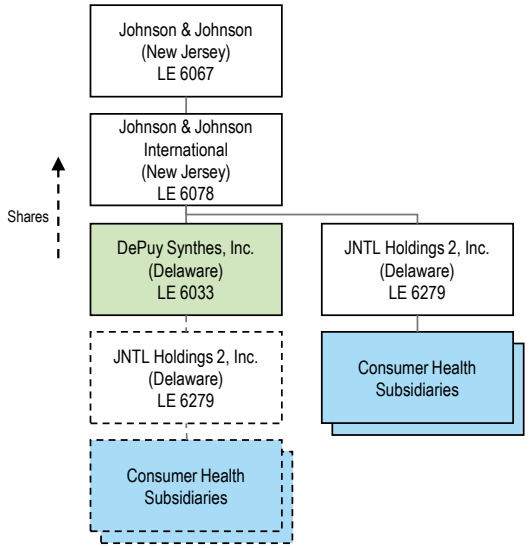
Completed: April 3, 2023

Transaction Step

DePuy Synthes, Inc. (Delaware – 6033) distributes 100% of the shares of JNTL Holdings 2, Inc. (Delaware – 6279) to Johnson & Johnson International (New Jersey – 6078).



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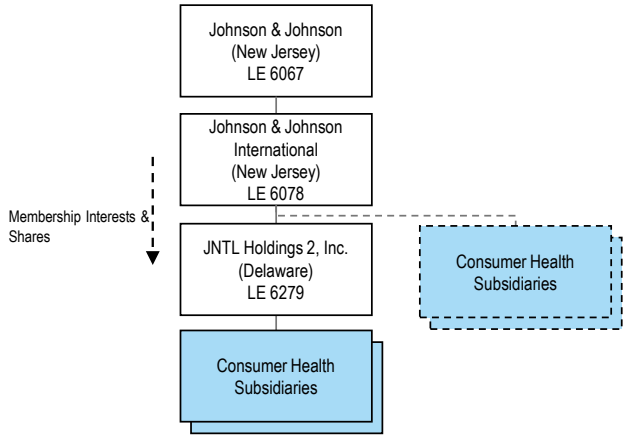
Completed: April 3, 2023

Transaction Step

Johnson & Johnson International (New Jersey – 6078) contributes 100% of its ownership in various Consumer Health subsidiaries to JNTL Holdings 2, Inc. (Delaware – 6279) in exchange for additional paid in capital.



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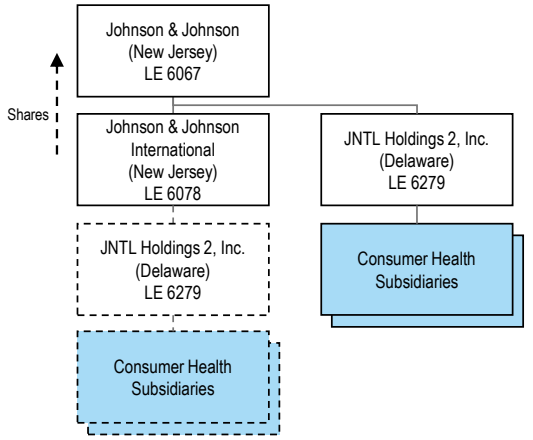
Completed: April 3, 2023

Transaction Step

Johnson & Johnson International (New Jersey – 6078) distributes 100% of the shares of JNTL Holdings 2, Inc. (Delaware – 6279) to Johnson & Johnson (New Jersey – 6067).



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Completed: April 4, 2023

Transaction Step

Johnson & Johnson (New Jersey – 6067) transfers, (i) 100% of its rights to any Consumer Health IP agreements, contracts and licenses to Kenvue Inc. (Delaware – 6289) in exchange for no consideration, and (ii) 100% of its ownership in various Consumer Health subsidiaries to Kenvue Inc. (Delaware – 6289) in exchange for additional paid in capital.

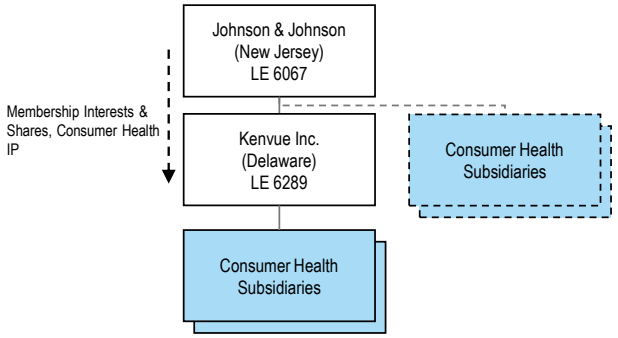

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EXHIBIT 17

As filed with the U.S. Securities and Exchange Commission on August 3, 2023.

Registration No. 333-273382

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1
to
FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Kenvue Inc.
(Exact name of registrant as specified in its charter)

Delaware	2844	88-1032011
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

199 Grandview Road
Skillman, NJ 08558
(908) 874-1200
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Thibaut Mongon
Kenvue Inc.
199 Grandview Road
Skillman, NJ 08558
(908) 874-1200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Michael E. Mariani
Matthew G. Jones
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

John B. Meade
Roshni Banker Cariello
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
(212) 450-4000

Approximate date of commencement of proposed sale to the public: As promptly as practicable after the filing date of this registration statement and the satisfaction or, where legally permitted, waiver of the other conditions to the commencement of the exchange offer described herein.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐	Non-accelerated filer	☒	Smaller reporting company	☐
						Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said section 8(a), may determine.

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The information in this prospectus may change. Johnson & Johnson may not complete the exchange offer and the securities being registered may not be exchanged or distributed until the registration statement filed with the Securities and Exchange Commission of which this prospectus forms a part is effective. This prospectus is not an offer to sell or exchange these securities and Johnson & Johnson is not soliciting offers to buy or exchange these securities in any jurisdiction where the exchange offer or sale is not permitted.

JOHNSON & JOHNSON

Offer to Exchange Up to 1,533,830,450 Shares of Common Stock of

KENVUE INC.

Which are Owned by Johnson & Johnson for Outstanding Shares of Common Stock of

JOHNSON & JOHNSON

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON AUGUST 18, 2023, UNLESS THE EXCHANGE OFFER IS EXTENDED OR TERMINATED.

Johnson & Johnson, a New Jersey corporation, is offering to exchange (the "Exchange Offer") up to an aggregate of 1,533,830,450 shares of common stock, par value $0.01 per share ("Kenvue Common Stock"), of Kenvue Inc., a Delaware corporation ("Kenvue"), for outstanding shares of common stock, par value $1.00 per share ("J&J Common Stock"), of Johnson & Johnson that are validly tendered and not validly withdrawn. In addition, if the Exchange Offer is oversubscribed, Johnson & Johnson may, without extending the Exchange Offer period, decide to accept an additional number of shares of J&J Common Stock that are validly tendered and not validly withdrawn not to exceed two percent of the total outstanding shares of J&J Common Stock (which amount may constitute all of Johnson & Johnson's remaining interest in Kenvue).

For each $100 of J&J Common Stock accepted in this Exchange Offer, you will receive approximately $107.53 of Kenvue Common Stock, subject to an upper limit of 8.0541 shares of Kenvue Common Stock per share of J&J Common Stock. This Exchange Offer does not provide for a lower limit or minimum exchange ratio. See "The Exchange Offer—Terms of the Exchange Offer." IF THE UPPER LIMIT IS IN EFFECT, YOU MAY RECEIVE LESS THAN $107.53 OF KENVUE COMMON STOCK FOR EACH $100 OF J&J COMMON STOCK THAT YOU TENDER, AND YOU COULD RECEIVE MUCH LESS.

The value of the two stocks for purposes of the preceding paragraph and this Exchange Offer will be determined by reference to the simple arithmetic average of the daily volume-weighted average prices ("VWAPs") of J&J Common Stock (the "Average J&J Price") and Kenvue Common Stock (the "Average Kenvue Price") on the New York Stock Exchange ("NYSE") during the three consecutive trading days ending on and including the second trading day preceding the expiration date of the Exchange Offer (the "Averaging Dates" and this three-day period, the "Averaging Period"), which, if the Exchange Offer is not extended or terminated, would be August 14, 15 and 16, 2023. See "The Exchange Offer—Terms of the Exchange Offer."

J&J Common Stock and Kenvue Common Stock are listed on the NYSE under the symbols "JNJ" and "KVUE," respectively. The reported last sale prices of J&J Common Stock and Kenvue Common Stock on the NYSE on July 21, 2023 were $170.19 and $24.01 per share, respectively. The indicative exchange ratio that would have been in effect following the official close of trading on the NYSE on July 21, 2023, based on the VWAPs of J&J Common Stock and Kenvue Common Stock on July 19, 20 and 21, 2023 would have provided for 7.3126 shares of Kenvue Common Stock to be exchanged for every share of J&J Common Stock accepted.

The final exchange ratio, including whether the upper limit on the number of shares that can be received for each share of J&J Common Stock tendered is in effect, will be announced by 9:00 a.m., New York City time, on the trading day immediately preceding the expiration date of the Exchange Offer (which expiration date, if the Exchange Offer is not extended or terminated, would be August 18, 2023). At such time, the final exchange ratio will be announced by press release and available at *www.JNJSeparation.com* and from the information agent, Georgeson LLC, at 1-866-695-6074 (toll-free for stockholders, banks and brokers) or +1-781-575-2137 (all others outside the United States). Throughout the Exchange Offer, indicative exchange ratios (calculated in the manner described in this prospectus) also will be available on that website and from the information agent.

You should read carefully the terms and conditions of the Exchange Offer described in this prospectus. None of Johnson & Johnson, Kenvue or any of their respective directors or officers or any of the dealer managers makes any recommendation as to whether you should tender all, some or none of your shares of J&J Common Stock. You must make your own decision after reading this document and consulting with your advisors.

Johnson & Johnson's obligation to exchange shares of Kenvue Common Stock for shares of J&J Common Stock is subject to the conditions listed under "The Exchange Offer—Conditions to Completion of the Exchange Offer."

See "Risk Factors" beginning on page 27 for a discussion of factors that you should consider in connection with the Exchange Offer.

Neither the Securities and Exchange Commission nor any state securities commission or other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The dealer managers for the Exchange Offer are:

Goldman Sachs & Co. LLC **J.P. Morgan**

The date of this prospectus is August 3, 2023.

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QUESTIONS AND ANSWERS ABOUT THE EXCHANGE OFFER

Johnson & Johnson has decided to offer to exchange part of its remaining interest in Kenvue, consisting of 1,533,830,450 shares of Kenvue Common Stock, which represents approximately 80.1% of the outstanding common stock of Kenvue as of July 2, 2023, for outstanding shares of J&J Common Stock. Following the Exchange Offer, assuming the Exchange Offer is fully subscribed, Kenvue will be independent from Johnson & Johnson, except that certain agreements between Johnson & Johnson and Kenvue will remain in place, and one or more Johnson & Johnson executives are expected to continue to serve on Kenvue's board of directors. See "Agreements Between Johnson & Johnson and Kenvue and Other Related Person Transactions—Relationship between Johnson & Johnson and Kenvue" and "Management of Kenvue—Directors." The following are answers to common questions about the Exchange Offer.

1. Why has Johnson & Johnson decided to separate Kenvue from Johnson & Johnson through the Exchange Offer?

Johnson & Johnson has decided to commence the Exchange Offer to complete the Separation (as defined below under the section entitled "The Transaction") of Kenvue, the owner of Johnson & Johnson's Consumer Health business, from Johnson & Johnson, in a tax-efficient manner, with the goal of enhancing stockholder value and better positioning Johnson & Johnson to focus on its core businesses.

Johnson & Johnson believes that the Separation and the Exchange Offer will, among other things, (a) improve Kenvue's strategic and operational flexibility, (b) increase the focus of Kenvue's management team on Kenvue's business operations, (c) allow Kenvue to adopt the capital structure, investment policy and dividend policy best suited to Kenvue's financial profile and business needs, (d) provide Kenvue with its own equity to facilitate acquisitions and (e) enable potential investors to invest directly in Kenvue's business.

2. Why did Johnson & Johnson choose an Exchange Offer as the way to separate Kenvue from Johnson & Johnson?

Johnson & Johnson believes that the Exchange Offer is a tax-efficient way to divest all or a portion of its remaining interest in Kenvue. The Exchange Offer is expected to qualify as a tax-free distribution within the meaning of Section 355 of the Internal Revenue Code of 1986, as amended (the "Code"), and thus will give Johnson & Johnson's stockholders an opportunity to adjust their current Johnson & Johnson investment between Johnson & Johnson and Kenvue in a tax-free manner for U.S. federal income tax purposes (except with respect to cash received in lieu of a fractional share).

Johnson & Johnson and Kenvue also have significantly different competitive strengths and operating strategies and operate in different industries. The Exchange Offer is an efficient means of placing Kenvue Common Stock with holders of J&J Common Stock who choose to directly own an interest in Kenvue and reducing the total number of shares of J&J Common Stock outstanding.

The Exchange Offer also presents an opportunity for Johnson & Johnson to acquire a large number of outstanding shares of J&J Common Stock at one time, and in one transaction, without reducing overall cash and financial flexibility.

3. What is the main way that the relationship between Kenvue and Johnson & Johnson will change after the Exchange Offer is completed?

Following the completion of the Exchange Offer, assuming the Exchange Offer is fully subscribed, Johnson & Johnson will own approximately 9.5% of the outstanding common stock of Kenvue, based on the number of shares of outstanding common stock of Kenvue as of July 2, 2023, and Kenvue will be independent from Johnson & Johnson, except that certain agreements between Johnson & Johnson and Kenvue will remain in place, and one or more Johnson & Johnson executives are expected to continue to serve on Kenvue's board of directors. See "Agreements Between Johnson & Johnson and Kenvue and Other Related Person Transactions—Relationship between Johnson & Johnson and Kenvue" and "Management of Kenvue—Directors." Johnson & Johnson may decide to accept an additional number of shares of J&J Common Stock up to the De Minimis Increase Amount (as

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- *Launched consumer-appropriate OTC formats to enable easier medication intake and dosing*. Taking medication in a traditional pill format is not easy for everyone. Kenvue leveraged its drug chemistry knowledge and product development expertise to create Tylenol Dissolve Packs, a unique pill-alternative format that does not require water to ingest. This product dissolves in seconds and is available in a unique unit dose package so that consumers are confident they are getting the right dose. Also, in 2022, Kenvue launched Zyrtec Chewables for both children and adults, which is another example of Kenvue's increasing the comfort and convenience of taking medication for all its consumers.

Increasing the usage occasions of Kenvue's products through scientific claims

- *Elevated the role of mouthwash in the standard of oral care*. The standard of care today for preventing cavities and gum disease is flossing plus brushing. However, not all consumers floss regularly or can floss due to dexterity challenges. Although rinse is not intended to replace brushing and flossing, a study sponsored by Johnson & Johnson Consumer Inc. on the comparative effects of various oral hygiene routines on the prevention and reduction of plaque, gingivitis and gingival bleeding demonstrated that oral hygiene regimens that include the use of Listerine result in greater reduction of plaque above the gumline relative to flossing, as measured by sustained plaque reduction after a dental cleaning, and also reduce gingivitis and gingival bleeding. These findings further highlighted the importance of mouthwash to improving oral health.

Achieving novel scientific breakthroughs

- *Invented the anti-aging ingredient Acetyl Dipeptide, a novel peptide designed to be suitable for sensitive skin while addressing multiple anti-aging markers.* Consumers are looking for clinically proven solutions for anti-aging; however, many of the existing topical anti-aging treatments, while effective, can be irritating on sensitive skin types. Using Kenvue's molecular chemistry and biology expertise, Kenvue discovered a novel Acetyl Dipeptide, which has been shown in studies sponsored by Johnson & Johnson Consumer Inc. to have anti-aging properties for consumers of all skin types, including those with sensitive skin. Acetyl Dipeptide was initially launched in 2021 under the Exuviance and Neutrogena brands with plans for further launches in additional products.

- *Developed Aveeno Restorative Skin Therapy to help improve dry skin and itching for adult cancer patients experiencing skin-related side effects of cancer treatments.* Skin care is a major concern for cancer patients, many of whom suffer from skin-related side effects from their cancer treatment. Kenvue's scientists partnered with oncology and other experts to conduct pioneering research to determine how certain oncology therapies negatively affect the skin barrier, identify suitable chemical formulas for a regimen of products and clinically evaluate this regimen to reduce dry skin and itch in adults undergoing systemic oncology treatments. The Aveeno Restorative Skin Therapy line includes the following products: Restorative Skin Therapy Oat Repairing Cream, Restorative Skin Therapy Itch Relief Balm and Restorative Skin Therapy Sulfate-Free Body Wash. These products were originally launched in the fourth quarter of 2020.

Supply Chain and Manufacturing

Kenvue's supply chain is a core element of its strategy that allows Kenvue to grow its business and expand margins. Reliability and resiliency remain Kenvue's priority throughout its fit-for-purpose supply chain, ensuring that Kenvue can deliver its products to its customers and consumers whenever and wherever they need them. Kenvue has established an end-to-end algorithm to drive gross profit which has delivered meaningful improvements to gross margins. The external forces of recent years have tested Kenvue's operational model and have shown Kenvue's supply chain strength and resilience as Kenvue continues to focus on delivering an optimized cost and margin structure.

Kenvue has a fit-for-purpose global network that shipped more than six billion units of products and served approximately 66,000 customers worldwide in 2022. Leveraging a team of more than 10,000 direct employees, Kenvue operates through 25 in-house manufacturing sites, seven manufacturing sites that will be under transition manufacturing arrangements with Johnson & Johnson following the Separation, over 230 external manufacturing

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facilities, 107 distribution centers and 31 customer service centers located around the world. In addition to Kenvue's 25 in-house manufacturing sites, Kenvue is currently working to close down an additional manufacturing facility that Kenvue has historically operated, and Kenvue expects to complete this process in 2023.

Since 2019, Kenvue has taken significant steps to meet consumer demand and mitigate supply chain constraints. While tremendous progress has been made, Kenvue will continue to focus on resiliency and reliability. Kenvue has redesigned its manufacturing and distribution network, optimizing both in-house and external manufacturing and distribution footprints, to improve lead time and reliability across the globe. Kenvue selectively invested in specific technologies and expanded its capacity in different geographic markets with the intent to increase competitiveness by improving cost, speed, compliance and customer service. Kenvue has delivered significant savings through end-to-end optimization since Kenvue's strategic transformation began in 2019, while building flexible capacity and modernizing its supply chain to enhance the way Kenvue serves its customers.

Manufacturing Footprint

Kenvue's global and balanced manufacturing footprint provides Kenvue with the flexibility and agility to benefit from economies of scale and global supply chain agreements, while also allowing Kenvue to meet specific regional consumer demands and cater to local preferences.

Kenvue's in-house manufacturing footprint delivered approximately 56% of Kenvue's production volume in 2022. The remaining production volume was supplied by an extensive network of over 230 external manufacturing facilities operated by trusted third-party suppliers. Kenvue believes this combination provides Kenvue with significant operational flexibility while optimizing capital allocation, further contributing to its end-to-end optimization efforts and ability to respond to demand variability. Kenvue seeks to optimize its global manufacturing footprint and technology platform through strategic capacity planning and, in some cases, Kenvue will optimize new products and technologies at external manufacturers until scale justifies internal manufacturing investments. Kenvue may also retain certain differentiating technologies internally for its competitive advantage.

In-House Manufacturing Footprint

Some of Kenvue's key manufacturing sites include:

- *Lititz, Pennsylvania – United States.* The strategic focus of Kenvue's Lititz facility is to produce Skin Health and Beauty and Essential Health products, including Listerine, Lubriderm, Aveeno, Neosporin, Desitin and Johnson's Baby products.

- *Shanghai – China*. The strategic focus of Kenvue's Shanghai facility is to produce Self Care products, including Tylenol products, and Essential Health products, including Listerine and BAND-AID® brand products.
- *Bangkok – Thailand*. The strategic focus of Kenvue's Bangkok facility is to produce Skin Health and Beauty and Essential Health products, including Carefree, Neutrogena, Johnson's and Listerine products. Kenvue received the World Economic Forum ("WEF") Lighthouse designation in 2022 for the significant sustainability work completed in this facility.
- *Helsingborg – Sweden.* The strategic focus of Kenvue's Helsingborg facility is to produce Self Care products, including Nicorette and Rhinocort products. This facility has been recognized and certified as being carbon neutral by Climate Impact Partners. Kenvue received the WEF Lighthouse designation in 2021 for the significant sustainability work completed in this facility.
- *Pomezia – Italy*. The strategic focus of Kenvue's Pomezia facility is to produce Essential Health products, including Listerine, Johnson's Baby, Carefree and Johnson's cotton buds products.
- *Val-de-Reuil – France.* The strategic focus of Kenvue's Val-de-Reuil facility is to produce Self Care and Skin Health and Beauty products, including Johnson's, Penaten and Neutrogena products.
- *São José dos Campos – Brazil*. The strategic focus of Kenvue's São José dos Campos facility is to produce Skin Health and Beauty and Essential Health products, including Neutrogena, Listerine, Johnson's, o.b., Stayfree and BAND-AID® brand products.
- *Cali – Colombia.* The strategic focus of Kenvue's Cali facility is to produce Skin Health and Beauty and Essential Health products, including Lubriderm, Listerine, Johnson's, Neutrogena, Carefree and Stayfree products.
- *Fort Washington, Pennsylvania – United States*. The strategic focus of Kenvue's Fort Washington facility is to produce Self Care products, including Tylenol, Motrin, Zyrtec and Benadryl.

Warehousing and Distribution Capabilities

Since 2019, Kenvue has initiated a distribution network redesign to respond to increasingly complex consumer and customer demand. Specifically, Kenvue has adapted its capabilities to manage the surge of e-commerce volume and mitigate constraints faced by its distribution network. Kenvue's current network includes 114 distribution centers and 38 customer service centers across all of Kenvue's regions. The majority of Kenvue's distribution centers are operated in partnership with expert third-party operators in order to leverage their scale, expertise and technology platforms. For example, Kenvue currently operates its U.S. distribution centers using the information technology systems of a well-established distribution partner, which is expected to increase Kenvue's flexibility to further evolve and optimize its network footprint. In all cases, whether in-house or external, Kenvue's distribution centers must comply with its rigorous quality compliance standards and are subject to its audit process.

Quality Control and Compliance

With a rigorous approach to product safety and quality control, Kenvue has developed a strong culture of quality across Kenvue's end-to-end organization enhanced by rigorous compliance procedures. Kenvue has invested in its quality systems and data analytics platform to further drive proactive quality management and improve the effectiveness of Kenvue's quality control system.

Suppliers are key partners in Kenvue's commitment to quality and therefore are expected to provide services and goods that consistently meet Kenvue's quality standards. In order to ensure compliance with Kenvue's high quality standards, Kenvue conducts regular quality audits of Kenvue's supplier base and their facilities.

Kenvue's supply chain is also subject to external audits by national regulatory bodies, including the U.S. Food and Drug Administration, which conduct multiple regulatory inspections every year. Since 2020, over 99% of Kenvue's inspections across its supply chain network have resulted in no critical observations for remediation.

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Agile and Resilient Operations

Since launching Kenvue's product offering optimization strategy, Kenvue has eliminated approximately 60% of all small external manufacturers and discontinued unprofitable SKUs. This resulted in a streamlined operation and efficient supply chain. Kenvue also maintains the following product formulation, raw material sourcing and packaging strategies as well:

- *Product formulation.* Kenvue partnered with its R&D team to improve its product value and cost through ingredient simplification and has identified a number of preferred ingredients that Kenvue is scaling up to harmonize specifications.
- *Raw material sourcing*. Kenvue continues to diversify its raw material sourcing to ensure all critical materials are multi-sourced where possible and practicable.
- *Packaging*. Kenvue's procurement team is partnering with the marketing team to deliver commonality on components with minimal virgin plastic. Kenvue is also focused on driving global retail harmonization by considering regional shelf height constraints, shelf impression and shelf change minimization.

As part of Kenvue's strategic plan, Kenvue is identifying and implementing additional opportunities to responsibly source within a region or country. Risk considerations and business continuity planning feed into Kenvue's award and allocation decisions. The objective is to have two or more active sources of supply for all critical materials or to build appropriate safety stock. Kenvue is also actively working on harmonizing specifications to build more scale, which enables robust multi-sourcing. As part of a comprehensive resiliency effort, Kenvue has also identified packaging items and materials that have the highest risk of supply disruption, including exposure to constrained feedstocks. Mitigation plans for the identified risks include product redesign (to eliminate high-risk components), qualification of alternative sources and strategic inventory build.

Investments in Technology and Digital Capabilities

Kenvue has accelerated its digital transformation and is focused on modernizing its supply chain operations while better connecting with and serving customers. In 2022, approximately 63% of Kenvue's available capital spend for supply chain investments was allocated to digitizing its supply chain. Digitalization plays a key role in enabling its networks and is at the core of its analytics engine and digital ecosystem to deliver key insights. Kenvue also created innovative demand-sensing capabilities that unlocked a deep understanding of the variables that influence Kenvue's demand. This allowed Kenvue to better match inventory deployment and production plans to fluctuating market demands. Some of Kenvue's key initiatives included:

- *Inventory optimization.* Leveraged data science and an advanced inventory management tool to optimize inventory while improving profitability and free cash flow.
- *Container loading optimization*. Launched an intelligent container-loading algorithm that generated improvements in shipping container utilization and a reduction in carbon dioxide emissions in pilot markets.
- *Quality control improvements*. Matured Kenvue's proactive quality management capabilities.

Competition

The consumer health and personal care sectors are large and dynamic, with a significant number of competitors that vary from well-established consumer packaged goods ("CPG") companies with well-known legacy businesses globally to emerging niche-oriented brands.

Given the breadth of Kenvue's portfolio and global footprint, Kenvue competes with a broad set of competitors that include: (1) consumer healthcare businesses that are either independent or part of larger pharmaceutical groups; (2) global CPG companies that operate in similar or adjacent categories; (3) regional companies that operate in Kenvue's categories within the markets in which Kenvue competes; (4) generic OTC manufacturers and private-label brands together with their customers in both traditional retail and online; and (5) emerging niche-oriented

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EXHIBIT 18

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As filed with the Securities and Exchange Commission on January 4, 2023.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

Kenvue Inc.

(Exact name of registrant as specified in its charter)

Delaware	**2844**	**88-1032011**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

199 Grandview Road
Skillman, NJ 08558
(732) 524-0400
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Thibaut Mongon
Kenvue Inc.
199 Grandview Road
Skillman, NJ 08558
(732) 524-0400
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Michael E. Mariani
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

John B. Meade
Roshni Banker Cariello
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
(212) 450-4000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒	Smaller reporting company ☐
			Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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Through and including (25 days after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This delivery is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor any of the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus, any amendment or supplement to this prospectus or any free writing prospectus prepared by us or on our behalf. We and the underwriters take no responsibility for, and cannot assure you as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares of our common stock offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so.

The information contained in this prospectus is current only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of shares of our common stock. Our business, results of operations or financial condition may have changed since that date.

Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock and the distribution of this prospectus outside the United States.

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ABOUT THIS PROSPECTUS

In connection with this offering, we will enter into a series of transactions with Johnson & Johnson pursuant to which Johnson & Johnson will transfer the assets and liabilities of the Consumer Health Business (as defined below) to us. We refer to these transactions, as further described in the section of this prospectus entitled "The Separation and Distribution Transactions—The Separation," collectively as the "Separation." See "The Separation and Distribution Transactions—The Separation."

In exchange for the transfer of these assets, we will, as consideration:

- issue to Johnson & Johnson shares of our common stock; and
- pay Johnson & Johnson (1) all of the net proceeds that we will receive from the sale of shares of our common stock in this offering, including any net proceeds that we will receive as a result of any exercise of the underwriters' option to purchase additional shares of our common stock from us to cover over-allotments, and (2) all of the net proceeds that we will receive from the debt financing arrangements we intend to enter into in connection with the Separation, together with any interest accrued thereon following our receipt of such proceeds, as further described in the section of this prospectus entitled "Description of Certain Indebtedness";

provided that we will retain an amount in cash and cash equivalents equal to $, after giving effect to this offering, the debt financing arrangements described above and the settlement or termination of certain intercompany accounts payable or accounts receivable between us and Johnson & Johnson.

Unless otherwise indicated or the context otherwise requires, (1) references in this prospectus to the "Company," "we," "us" and "our" refer to Kenvue Inc., a Delaware corporation, and its consolidated subsidiaries assuming the completion of the Separation, (2) references in this prospectus to the "Consumer Health Business" refer to the business that will be transferred to the Company in connection with the Separation, primarily representing the Consumer Health segment of Johnson & Johnson and (3) references in this prospectus to "Johnson & Johnson" or "Parent" refer to Johnson & Johnson, a New Jersey corporation, and its consolidated subsidiaries other than Kenvue Inc. and Kenvue Inc.'s consolidated subsidiaries.

In addition, unless the context otherwise requires, statements relating to our history in this prospectus describe the history of the Consumer Health Business of Johnson & Johnson and forward-looking statements assume the completion of all the transactions described in this prospectus, including the Separation.

Market and Industry Data

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate, including our general expectations, market position, market share, market opportunity and market size, has been obtained from third-party sources, including industry publications and other reports, internal data sources and management estimates, which we believe to be reliable and based on reasonable assumptions. Unless otherwise indicated, statements of market position are on the basis of total sales in the relevant geographic market or product category in 2021, based on our analysis of third-party data reported by various sources, including Euromonitor Beauty & Personal Care 2022ed, Euromonitor Tissue & Hygiene 2022ed, Euromonitor Consumer Health 2022ed, IQVIA, IRI, Morning Consult, Nicholas Hall, Nielsen and Numerator Consumer Insights.

Unless otherwise indicated, we have not commissioned any of the industry publications or other reports generated by third-party providers that we refer to in this prospectus. Our management estimates are derived from such third-party sources, other publicly available information, our knowledge of our industry, internal company research, surveys, information from our customers and third-party partners, trade and business organizations and other contacts in the markets in which we operate and assumptions based on this information and knowledge.

Data regarding our industry and our market position and market share within our industry are inherently imprecise and are subject to significant business, economic and competitive uncertainties beyond our control, but we believe they generally indicate market size, market position and market share within our industry. In addition,

assumptions and estimates of our and our industry's future performance involve risks and uncertainties and are subject to change based on various factors, including those described in the section of this prospectus entitled "Risk Factors." These and other factors could cause results to differ materially from those expressed in the estimates made by third parties and us. See "Cautionary Note Regarding Forward-Looking Statements."

In addition, claims described in this prospectus relating to the efficacy of our products are not subject to approval by the U.S. Food and Drug Administration ("FDA") or comparable authorities in other jurisdictions. Certain of our products that are named in this prospectus are regulated by the FDA as drugs, cosmetics or medical devices. For additional information about the regulation of these products, see "Business—Government Regulations—Drug Products," "Business—Government Regulations—Cosmetics" and "Business—Government Regulations—Medical Devices."

Trademarks, Trade Names and Service Marks

The trademarks, trade names and service marks of the Company appearing in this prospectus are, as applicable, our property, licensed to us or, prior to the completion of this offering, the property of Johnson & Johnson. The name and mark, Johnson & Johnson, and other trademarks, trade names and service marks of Johnson & Johnson appearing in this prospectus are the property of Johnson & Johnson. Solely for convenience, trademarks, trade names and service marks referred to in this prospectus may appear without the "®", "™" or "℠" symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights or the rights of the applicable licensor to these trademarks, trade names and service marks. This prospectus also contains additional trademarks, trade names and service marks belonging to other parties. We do not intend our use or display of these other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, such other parties.

Basis of Presentation

We have historically operated as part of Johnson & Johnson. The financial information included in this prospectus has been prepared from Johnson & Johnson's historical accounting records and is derived from the consolidated financial statements of Johnson & Johnson to present the Consumer Health Business as if it had been operating on a standalone basis. The audited and unaudited historical combined financial statements (together with the notes thereto, the "combined financial statements") reflect our financial position, results of operations and cash flows as we were historically managed, in conformity with generally accepted accounting principles in the United States ("U.S. GAAP"). The combined financial statements include the assets, liabilities, net sales and expenses that management has determined are specifically or primarily identifiable to us, as well as direct and indirect costs that are attributable to our operations. Indirect costs are the costs of support functions that are provided on a centralized or geographic basis by Johnson & Johnson and its affiliates, which include facilities, insurance, logistics, quality, compliance, finance, human resources, benefits administration, procurement support, information technology, legal, corporate strategy, corporate governance, other professional services and general commercial support functions. Indirect costs have been allocated to us for the purposes of preparing the combined financial statements based on a specific identification basis or, when specific identification is not practicable, a proportional cost allocation method, primarily based on net sales, headcount or other allocation methodologies that are considered to be a reasonable reflection of the utilization of services provided or the benefit received by us during the periods presented, depending on the nature of the service received.

The financial information included in this prospectus may not necessarily reflect what our financial condition, results of operations or cash flows would have been had we been a standalone company during the periods presented, including changes that will occur in our operations and capital structure as a result of this offering and the Separation. In addition, the financial information included in this prospectus may not necessarily reflect what our financial condition, results of operations and cash flows may be in the future. See "Risk Factors—Risks Related to the Separation and the Distribution—We have no history of operating as a standalone public company, and our historical and pro forma financial information may not necessarily reflect the results that we would have achieved as a standalone public company or what our results may be in the future."

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PROSPECTUS SUMMARY

This summary highlights information included elsewhere in this prospectus and does not contain all of the information you should consider before making an investment decision to purchase shares of our common stock. You should read this entire prospectus carefully, including the sections entitled "Risk Factors," "Cautionary Note Regarding Forward-Looking Statements," "Unaudited Pro Forma Condensed Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" as well as our combined financial statements included elsewhere in this prospectus, before making an investment decision to purchase shares of our common stock.

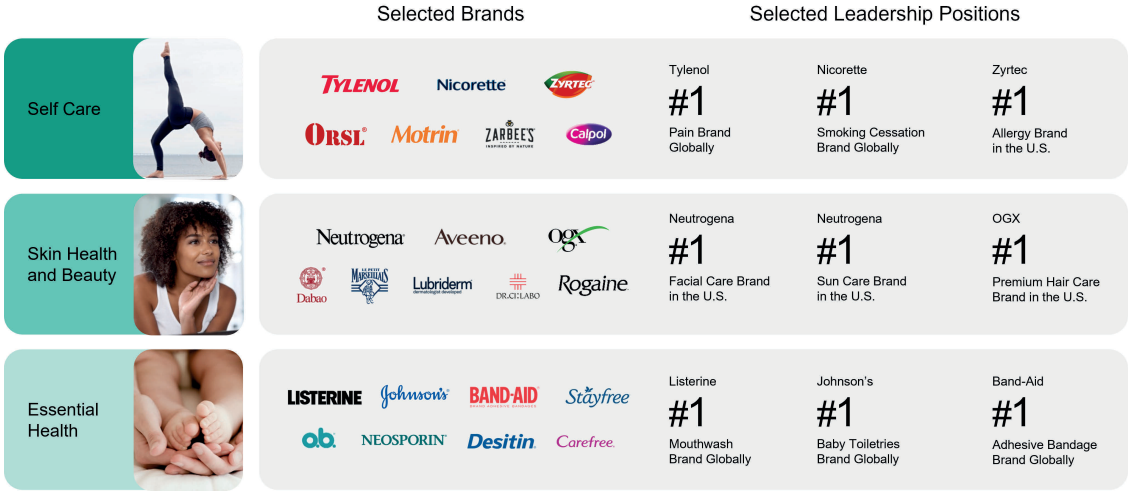
Company Overview

We are the world's largest pure-play consumer health company by revenue with $15.1 billion in net sales in 2021. We combine the power of science with meaningful human insights and digital-first capabilities, which we believe empowers approximately 1.2 billion people to live healthier lives every day. Our differentiated portfolio of iconic brands—including Tylenol, Neutrogena, Listerine, Johnson's, Band-Aid, Aveeno, Zyrtec and Nicorette—is built for moments that uniquely matter to our consumers and, we believe, drives positive health outcomes around the world.

We are a global leader at the intersection of healthcare and consumer goods, with a portfolio of iconic brands, operating in some of the most attractive categories in consumer health from both a growth and profitability perspective. Our consumer health portfolio includes self care, skin care and beauty and essential personal care products, which reflect categories that we believe allow consumers across the world to realize the extraordinary power of everyday care. We hold leadership positions across a $365 billion consumer health market that we expect to grow at a compounded annual growth rate ("CAGR") of 3% to 4% globally through 2025.

We are well positioned to capitalize on this large market opportunity through our holistic approach to delivering consumer health solutions. This approach starts with our distinctive understanding of various consumer needs, which allows us to apply our consumer insights across multiple categories and brands. These comprehensive solutions are backed by science and recommended by healthcare professionals, which further reinforces our consumers' connections to our brands.

Our portfolio of brands is widely recognized and represents a combination of global and regional brands, many of which hold leading positions in their respective categories. Ten of our brands had over $400 million in net sales in 2021, and we currently hold five #1 brand positions across major categories globally, in addition to many #1 brand positions locally across our four regions. In 2021, our net sales were well balanced and scaled across three segments: Self Care (38%), Skin Health and Beauty (30%) and Essential Health (32%).



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Our global footprint is also well balanced geographically with approximately half of our net sales generated outside North America in 2021. The breadth and scale of our portfolio allows us to dynamically capitalize on and respond to current trends impacting our categories and geographic markets. Our breadth and scale also provide us with a strong platform to broaden and enhance our portfolio in the future.

Our global scale and brand portfolio are complemented by our well-developed capabilities and accelerated through our digital-first approach, allowing us to deliver better consumer health experiences. Our marketing organization leverages our e-commerce, precision marketing and broader digital capabilities to develop unique consumer insights and further enhance the relevance of our brands. Our research and development ("R&D") organization leverages these consumer insights and places human empathy at the heart of our product development process. We combine that perspective with deep, multi-disciplinary scientific expertise, and engagement with healthcare professionals, to drive innovative new products, solutions and experiences.

Our marketing and innovation capabilities are further complemented by our end-to-end, digitally connected supply chain ecosystem which is designed to optimize the flexibility and agility of our route-to-market. Our sourcing, manufacturing and demand planning capabilities are continuously optimized to meet evolving market dynamics. We also aim to leverage our flexible distribution network, consumer health thought leadership and data-driven customer partnerships to continue to drive joint value creation for us and our retail customers. Underpinned by our comprehensive environmental, social and governance ("ESG") strategy, our core capabilities are supported by our commitment to building a resilient and sustainable business that creates value for all our stakeholders over the long term.

The strength of our business has created a compelling financial profile characterized by net sales growth and strong profitability. From 2019 to 2021, our net sales increased from $14.3 billion to $15.1 billion, our net income increased from $1.4 billion to $2.0 billion, our Adjusted EBITDA increased from $3.4 billion to $3.9 billion and our Adjusted net income increased from $2.2 billion to $2.8 billion. This represented a CAGR of 2.5% for net sales, 19.0% for net income, 6.5% for Adjusted EBITDA and 12.1% for Adjusted net income. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Information" for information regarding our use of Adjusted EBITDA and Adjusted net income, which are non-GAAP financial measures, and for a reconciliation of each of Adjusted EBITDA and Adjusted net income to its most directly comparable financial measure calculated in accordance with U.S. GAAP.

Our Industry

We have a differentiated business profile focused exclusively on consumer health, with a portfolio that includes self care, skin care and beauty and essential personal care products. This broad portfolio allows us to provide holistic consumer health solutions to our consumers across a spectrum of need states and usage occasions, while holding leading positions across numerous large and attractive categories globally.

While the overall consumer packaged goods ("CPG") sector grew at a CAGR of 3.1% from 2018 to 2021, the $365 billion consumer health market in which we operate grew at a CAGR of 3.5% over the same period, according to data from Euromonitor and Nicholas Hall. We believe this total addressable consumer health market will continue to grow at a CAGR of 3% to 4% globally through 2025, supported by various secular trends expected to favor our industry.

Several trends are re-shaping consumer health and contributing to sustainable long-term growth potential. Specifically, we see the following trends unfolding:

- *Increasingly empowered consumers focused on their health*. Consumers are increasingly adopting a holistic approach across the consumer health continuum, understanding that overall well-being is a foundational element of a balanced and longer life. Consumer preferences and expectations for consumer health products continue to evolve, with a heightened focus on preventative care and science-backed solutions. While the focus on consumer health was already on the rise before the COVID-19 pandemic, this focus has further accelerated since the start of the pandemic. We see momentum in the over-the-counter ("OTC") category, while dermocosmetics continue to outpace the broader skin care and beauty category, shifting the paradigm

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- *Growing middle-class in emerging markets*. Over the next 15 years, the number of middle-class consumers globally is expected to rise significantly, particularly in Asia. We are witnessing the rise of a new middle class across multiple emerging markets, comprising households with an income level comparable to that of developed economies. According to Euromonitor, between 2019 and 2030, the number of households with annual disposable income of $45,000 to $100,000 on a purchasing power parity basis across emerging markets is expected to rise by 5% to 6% per year on average, significantly exceeding the average annual growth of 1.2% expected for the total number of households in the same period. We believe this trend will continue to drive incremental demand for consumer health and personal care products across multiple geographic markets.

Further details on the consumer health categories we operate in through each of our three business segments are summarized below:

- The Self Care subcategories in which we have products comprise a $107 billion global market as of calendar year 2021, which grew at a CAGR of 3.4% from 2018 to 2021 according to Nicholas Hall. The Nicholas Hall subcategories in which we have Self Care products include: Analgesics, Gastrointestinals, Dermatologicals, Lifestyle CHC, Cough & Cold, Allergy and Smoking Control. Vitamins minerals & supplements are excluded.

- The Skin Health and Beauty subcategories in which we have products comprise a $220 billion global market as of calendar year 2021, which grew at a CAGR of 3.6% from 2018 to 2021 according to Euromonitor. The Euromonitor subcategories in which we have Skin Health and Beauty products include: Conditioners and Treatments, Hair Loss Treatments, Shampoos, Medicated Shampoos, Skin Care and Adult Sun Care.

- The Essential Health subcategories in which we have products comprise a $38 billion global market as of calendar year 2021, which grew at a CAGR of 3.0% from 2018 to 2021 according to Euromonitor. The Euromonitor subcategories in which we have Essential Health products include: Baby and Child Specific Products (excluding Wipes), Mouthwash/Dental Rinses, Sanitary Protection (excluding the United States, Canada and China) and Wound Care.

Within our three business segments, we sell products that are regulated by the FDA as drugs, cosmetics or medical devices. For additional information about the regulation of these products, see “Business—Government Regulations—Drug Products,” “Business—Government Regulations—Cosmetics” and “Business—Government Regulations—Medical Devices.”

Our Competitive Strengths

We believe our business is differentiated by the following set of competitive strengths. Although we believe these competitive strengths will contribute to the growth and success of our company, our business is subject to risks that may prevent us from achieving our business objectives or otherwise adversely affect our business, results of operations or financial condition. See “—Summary of Risk Factors” and “Risk Factors” for a discussion of these risks, which you should consider carefully before making an investment decision to purchase shares of our common stock.

Leading portfolio of category-defining and trusted brands

We have a world class, global portfolio of iconic and modern brands that has been built over the last 135 years and is trusted by generations of consumers. Our curated and purposeful portfolio of brands enables us to deliver holistic consumer health solutions to our consumers across multiple categories. Our brands are widely recognized and include household names such as Tylenol, Listerine, Neutrogena, Aveeno, Johnson’s and Band-Aid. At a time when consumers are increasingly health-conscious, we believe our brands empower approximately 1.2 billion people to live their healthiest lives every day. Operating across a number of categories and geographies around the globe, our comprehensive portfolio combines global and regional brands, many of which hold leading positions in our three segments. Among them, ten brands had over $400 million in net sales in 2021. We currently hold five #1 brand positions across major categories globally, in addition to many #1 brand positions locally across our four

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Deliver a consistent cadence of innovation

We have a successful track record of driving innovation across our categories with a science-based approach centered around human empathy and leveraging our long-standing relationships with healthcare professionals and academic institutions. We expect that our future innovation pipeline will be increasingly related to connected health solutions, including digital diagnostics and therapeutics, enhancing product accessibility to all consumers, expanding usage occasions through scientific claims, driving novel scientific breakthroughs and premiumization.

One example of our connected health solutions leverages the Nicorette brand to create a nicotine replacement therapy ecosystem, which provides behavioral support to people who are trying to quit smoking through a mouth spray connected to a mobile app. This innovation provides people with the ability to set goals, track their progress against a personalized quit plan and review money saved from quitting smoking. We also believe there are opportunities to increase product accessibility, such as through our Tylenol Dissolve Packs, which increase the comfort and convenience of taking medication for our consumers.

We are increasing the usage occasions of our products through scientific support. For example, although rinse is not intended to replace brushing and flossing, a study sponsored by Johnson & Johnson Consumer Inc. on the comparative effects of various oral hygiene routines on the prevention and reduction of plaque, gingivitis and gingival bleeding demonstrated that oral hygiene regimens that include the use of Listerine result in greater reduction of plaque above the gumline relative to flossing, as measured by sustained plaque reduction after a dental cleaning, and also reduce gingivitis and gingival bleeding. The claims described in this prospectus relating to the efficacy of our products are not subject to approval by the FDA or comparable authorities in other jurisdictions.

Expand product portfolio into product adjacencies and extend geographic footprint

We plan to leverage our world-class R&D capabilities and cross-category insights to launch new products in adjacent categories in our core geographic markets where we see significant growth potential, and where we are best positioned to win. We believe our consumer and shopper insights indicate that our portfolio resonates in a broad set of new product categories based on identified incremental pockets of demand and consumption occasions. We can address this opportunity through new brand introductions or brand extensions across different or adjacent categories.

Given our global scale, including in the United States and China, we are well positioned to work with our retail partners to meet increasing consumer health demands and develop new product adjacencies for evolving consumer needs globally. In addition to prioritizing expansion in our existing markets where we have identified the most attractive opportunities, we also intend to invest in other sizable, growing and underpenetrated geographic markets throughout the world. For example, since 2018, we have launched the Aveeno brand in multiple new geographic markets, including Indonesia, Malaysia and the Philippines.

Continually evaluate acquisitions that enhance our core product portfolio and capabilities

We intend to supplement our capital expenditure and R&D investments with a disciplined and prudent approach to acquisitions and partnership opportunities that accelerate growth within our business. We believe that our global scale and exclusive focus on consumer health as a standalone company will allow us to evaluate a more targeted set of acquisition opportunities and make us a highly attractive strategic partner. We plan to strategically and actively monitor the market for value-enhancing opportunities, such as adding differentiated product offerings and capabilities, strengthening our competitive positioning, increasing our portfolio depth and growing our addressable markets. We have also demonstrated an ability to successfully integrate and scale acquired businesses to further build upon our market leadership across our product portfolio. We believe our strong balance sheet will allow us to thoughtfully pursue acquisitions while maintaining our disciplined approach to capital allocation.

The Separation and Post-Separation Relationship with Johnson & Johnson

On November 12, 2021, Johnson & Johnson, our parent company, announced its intention to separate its Consumer Health Business. In connection with the Separation (as defined below) and prior to the completion of this offering, we will enter into a separation agreement with Johnson & Johnson. We refer to the separation agreement, as further described in the section of this prospectus entitled “Certain Relationships and Related Person Transactions

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—Agreements to be Entered into in Connection with the Separation—Separation Agreement," as the "Separation Agreement." We will also enter into various other agreements with Johnson & Johnson that, together with the Separation Agreement, provide for certain transactions to effect the transfer of the assets and liabilities of the Consumer Health Business to us and will result in the separation of our business from Johnson & Johnson. In addition, these agreements will collectively govern various interim and ongoing relationships between us and Johnson & Johnson following the completion of this offering. We refer to these transactions, as further described in the section of this prospectus entitled "The Separation and Distribution Transactions—The Separation," collectively as the "Separation." See "The Separation and Distribution Transactions—The Separation."

The agreements we will enter into with Johnson & Johnson in connection with the Separation, which will provide a framework for our relationship with Johnson & Johnson following the Separation, include the following:

- *Separation Agreement*—We and Johnson & Johnson will enter into a separation agreement that will set forth our agreements with Johnson & Johnson regarding the principal actions to be taken in connection with the Separation and govern, among other matters, (1) the allocation of assets and liabilities to us and Johnson & Johnson (including our indemnification obligations, for potentially uncapped amounts, for certain liabilities relating to our business activities, whether incurred prior to or following the completion of this offering) and (2) certain matters with respect to this offering and the Distribution (as defined below).

- *Tax Matters Agreement*—We and Johnson & Johnson will enter into a tax matters agreement that will govern our and Johnson & Johnson's respective rights, responsibilities and obligations with respect to all tax matters, including tax liabilities (including responsibility and potential indemnification obligations for taxes attributable to our business and taxes arising, under certain circumstances, in connection with the Separation and the Distribution, if pursued), tax attributes, tax contests and tax returns (including our inclusion in the U.S. federal consolidated group tax return, and certain other combined or similar group tax returns, with Johnson & Johnson through the date of the Distribution, if pursued, and our continuing joint and several liability with Johnson & Johnson for such tax returns).

- *Employee Matters Agreement*—We and Johnson & Johnson will enter into an employee matters agreement that will address employment, compensation, human resources and benefits matters, including the allocation and treatment of assets and liabilities relating to employees and compensation and benefit plans and programs in which our employees participate prior to the Separation.

- *Intellectual Property Agreement*—We and Johnson & Johnson will enter into an intellectual property agreement that will govern our and Johnson & Johnson's respective rights, responsibilities and obligations with respect to intellectual property matters, excluding certain intellectual property matters with respect to trademarks, which will be governed by the trademark agreements described below.

- *Trademark Agreements*—We and Johnson & Johnson will enter into various trademark agreements that collectively will govern our and Johnson & Johnson's respective rights, responsibilities and obligations with respect to intellectual property rights in trademarks.

- *Transition Services Agreement*—We and Johnson & Johnson will enter into a transition services agreement, pursuant to which Johnson & Johnson will provide to us certain services for terms of varying duration, ranging from months to months, following the completion of this offering.

- *Transition Manufacturing Agreement*—We and Johnson & Johnson will enter into a transition manufacturing agreement, pursuant to which Johnson & Johnson will provide to us certain manufacturing services for terms of varying duration, ranging from months to months, following the completion of this offering.

- *Reverse Transition Services Agreement*—We and Johnson & Johnson will enter into a reverse transition services agreement, pursuant to which we will provide to Johnson & Johnson certain services for terms of varying duration, ranging from months to months, following the completion of this offering.

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- *Reverse Transition Manufacturing Agreement*—We and Johnson & Johnson will enter into a reverse transition manufacturing agreement, pursuant to which we will provide to Johnson & Johnson certain manufacturing services for terms of varying duration, ranging from months to months, following the completion of this offering.
- *Data Transfer and Sharing Agreement*—We and Johnson & Johnson will enter into a data transfer and sharing agreement that will govern the technical implementation of the request, transfer, extraction, traceability, retention and use of, and access to, certain data pertaining to business records and personal information.
- *Registration Rights Agreement*—We and Johnson & Johnson will enter into a registration rights agreement, pursuant to which we will grant to Johnson & Johnson certain registration rights with respect to the shares of our common stock owned by Johnson & Johnson following the completion of this offering.

See "Certain Relationships and Related Person Transactions—Agreements to be Entered into in Connection with the Separation" for a more detailed discussion of these agreements.

All of the agreements relating to the Separation will be made in the context of a parent-subsidiary relationship and will be entered into in the overall context of our separation from Johnson & Johnson. The terms of these agreements may be more or less favorable to us than if they had been negotiated with unaffiliated third parties. See "Risk Factors—Risks Related to Our Relationship with Johnson & Johnson—We may have received better terms from unaffiliated third parties than the terms we will receive in our agreements with Johnson & Johnson."

We believe, and Johnson & Johnson has advised us that it believes, that the Separation, this offering and the Distribution, if pursued, will provide a number of benefits to our business. These intended benefits include:

- improving our strategic and operational flexibility;
- increasing the focus of our management team on our business operations;
- allowing us to adopt the capital structure, investment policy and dividend policy best suited to our financial profile and business needs;
- providing us with our own equity to facilitate acquisitions; and
- enabling potential investors to invest directly in our business.

However, we cannot assure you that we will be able to achieve these and other anticipated benefits of the Separation, and the benefits of the Separation may be delayed or not occur at all. See "Risk Factors—Risks Related to the Separation and the Distribution—We may not achieve some or all of the expected benefits of the Separation, and the Separation could adversely affect our business, results of operations or financial condition."

Debt Financing Transactions

In connection with the Separation, we intend to enter into certain financing arrangements, which may include a senior notes offering (the "Senior Notes Offering"), one or more credit facilities (the "Credit Facilities") or a combination thereof. We refer to these transactions, as further described in the section of this prospectus entitled "Description of Certain Indebtedness," collectively as the "Debt Financing Transactions." We will pay Johnson & Johnson all of the net proceeds that we will receive from the Debt Financing Transactions, together with any interest accrued thereon following our receipt of such proceeds; provided that we will retain an amount in cash and cash equivalents equal to $, after giving effect to this offering, the Debt Financing Transactions and the settlement or termination of certain intercompany accounts payable or accounts receivable between us and Johnson & Johnson. See "Description of Certain Indebtedness."

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The Distribution

Upon completion of this offering, Johnson & Johnson will continue to own at least 80.1% of the voting power of our shares of common stock eligible to vote in the election of our directors. Johnson & Johnson has informed us that, following the completion of this offering, it intends to make a tax-free distribution to its shareholders of all or a portion of its remaining equity interest in us, which may include one or more distributions effected as a dividend to all Johnson & Johnson shareholders, one or more distributions in exchange for Johnson & Johnson shares or other securities, or any combination thereof. We refer to these distributions, as further described in the section of this prospectus entitled "The Separation and Distribution Transactions—The Distribution," collectively as the "Distribution."

Johnson & Johnson has agreed not to effect the Distribution for a period of days after the date of this prospectus without the prior written consent of each of and . See "Underwriting." While, as of the date of this prospectus, Johnson & Johnson intends to effect the Distribution, Johnson & Johnson has no obligation to pursue or consummate any further dispositions of its equity interest in our company, including through the Distribution, by any specified date or at all. If pursued, the Distribution may be subject to a number of conditions, including the receipt of any necessary regulatory or other approvals, the existence of satisfactory market conditions and the continuing effectiveness and validity of Johnson & Johnson's private letter ruling from the U.S. Internal Revenue Service ("IRS") and favorable opinions of Johnson & Johnson's U.S. tax advisors to the effect that the Distribution will be tax-free to Johnson & Johnson and its shareholders. The conditions to the Distribution may not be satisfied, Johnson & Johnson may decide not to consummate the Distribution even if the conditions are satisfied or Johnson & Johnson may decide to waive one or more of the conditions and consummate the Distribution even if all of the conditions are not satisfied. See "The Separation and Distribution Transactions—The Distribution."

Upon completion of the Distribution, if pursued, we will no longer qualify as a "controlled company" as defined under the corporate governance rules of the NYSE, and, to the extent we have not done so already, we will be required to fully implement the corporate governance requirements of the NYSE within the transition periods specified in the rules of the NYSE. See "Management—Controlled Company Exemption."

Summary of Risk Factors

An investment in shares of our common stock is subject to a number of risks that may prevent us from achieving our business objectives or otherwise adversely affect our business, results of operations or financial condition. The following list contains a summary of some, but not all, of these risks. You should consider the risks listed below and other risks, which are discussed in more detail in the section of this prospectus entitled "Risk Factors," before making an investment decision to purchase shares of our common stock.

Risks Related to Our Business, Industry and Operations

- Damage to our reputation and the reputation of our brands, including as a result of negative publicity, could impact our brand loyalty with consumers, customers and third-party partners.
- We face substantial competitive pressures, including from multinational corporations, smaller regional companies, private-label brands and generic non-branded products, in each of our business segments and product lines and across all geographic markets in which we operate.
- Some of our products that currently hold leading market share positions may nonetheless possess relatively small shares of their overall product market.
- Whether we can both innovate successfully and anticipate, understand and respond appropriately to market trends, rapidly changing consumer and customer preferences and shifting demand for our products.
- Our marketing efforts may be costly and inefficient, and may not successfully defend, maintain or improve our reputation, our brands or our market share positions in existing or new markets.
- Expanding our global operations requires significant resources and expenses, and we may not succeed due to various commercial, operational and legal challenges associated with conducting business globally.
- We may face challenges in implementing our digital-first strategy across all aspects of our operations, and our digital-first strategy may lead us to pursue new offerings that are outside of our historical competencies and expose us to digital-related risks.

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- The rapidly changing retail landscape, including our increasing dependence on key retail trade customers in developed markets, changes in the policies of our retail trade customers and the emergence of e-commerce and other alternative retail channels.
- The failure to realize the intended benefits of acquisitions and divestitures we have pursued and may pursue in the future.
- The threats of counterfeit products, infringement of our intellectual property and other unauthorized versions of our products, which pose a risk to consumer health and safety and could damage our reputation.
- Our reliance on third parties in many aspects of our business, including to manufacture products, inherently involves a lesser degree of control over business operations, compliance matters and ESG practices.
- Disruptions to our manufacturing operations, supplier operations and distribution operations, which could result in product shortages, declining sales, reputational damage and significant costs.
- Inflationary pressures and related volatility in the cost or availability of raw materials and other inputs for our products, including due to the COVID-19 pandemic and other adverse economic or market conditions.
- Information security incidents, including cybersecurity breaches, and failure of information technology systems operated by us or a third party, which could result in reputational damage and significant costs.
- Our ability to attract and retain a skilled and diverse workforce and to implement succession plans for our senior management.

Risks Related to Government Regulation, Legal Proceedings and Financial and Economic Market Conditions

- Our ability to comply with a broad range of laws and regulations, and other requirements imposed by stakeholders, in the United States and around the world, including rapidly evolving requirements related to climate change, ESG, privacy, data protection, anti-corruption and human rights matters.
- We are, and could become, subject to legal proceedings and regulatory investigations that may result in significant expenses, liabilities (potentially in excess of accruals) and reputational damage.
- Concerns about the reliability, safety and efficacy of our products and their ingredients, which have resulted and could in the future result in litigation, including personal injury or class action litigation, regulatory action, reputational damage, product recalls, product reformulations or product withdrawals.
- Legal proceedings related to talc or talc-containing products, such as Johnson's Baby Powder, sold outside the United States and Canada (pursuant to the Separation Agreement, Johnson & Johnson will retain talc-related liabilities for products sold in the United States and Canada), including personal injury claims alleging that talc causes cancer, and other risks and uncertainties related to our historic or current sale of talc or talc-containing products (talc-based Johnson's Baby Powder will be discontinued globally in 2023).
- Our ability to successfully establish, maintain, protect and enforce intellectual property rights that are, in the aggregate, material to our business, and our ability to successfully avoid violation of the intellectual property rights of others.
- Risks associated with conducting business globally, including foreign currency risks and impacts on our business related to the ongoing military conflict between Russia and Ukraine (the "Russia-Ukraine War") as well as possible future conflicts, geopolitical events or adverse global economic or market conditions.

Risks Related to the Separation, the Distribution and Our Relationship with Johnson & Johnson

- We have no history of operating as a standalone public company, and our historical and pro forma financial information may not necessarily reflect the results that we would have achieved as a standalone public company or what our results may be in the future.
- We may not achieve some or all of the expected benefits of the Separation, including because our business will experience a loss of corporate brand identity, historical market reputation, economies of scale, purchasing power and access to certain resources from which we benefited as part of Johnson & Johnson.
- We will be a "controlled company" as defined under the corporate governance rules of the NYSE, which means Johnson & Johnson will continue to control the direction of our business, and we could remain a controlled company if the distribution of Johnson & Johnson's remaining equity interest in us does not occur.
- In connection with the Distribution, if pursued, we may be subject to restrictions on our business, potential tax-related liabilities (such as joint and several liability with Johnson & Johnson for its U.S. federal consolidated group tax return for periods prior to the date of the Distribution) and potential tax-related

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indemnification obligations to Johnson & Johnson for taxes attributable to our business and, under certain circumstances, taxes arising in connection with the Separation and the Distribution.

- The failure to realize the intended benefits of our rebranding strategy in connection with the Separation and our continued use of legacy Johnson & Johnson branding, including ongoing use of the "Johnson's" brand.
- The transfer of certain assets, liabilities and contracts from Johnson & Johnson to us contemplated by the Separation will not be complete prior to the completion of this offering and may be significantly delayed or not occur at all.
- We may not be able to replace necessary manufacturing operations, systems and services when the transition services agreement and the transition manufacturing agreement we will enter into with Johnson & Johnson in connection with the Separation expire or otherwise terminate.
- We may incur indemnification obligations to Johnson & Johnson, including for potentially uncapped amounts, for certain liabilities relating to our business activities, whether incurred prior to or following the completion of this offering.
- Johnson & Johnson will indemnify us for certain liabilities, including talc-related liabilities for products sold in the United States and Canada, but such indemnity may not be sufficient to protect us against the full amount of such liabilities or Johnson & Johnson may be unable to satisfy its indemnification obligations.

Risks Related to This Offering and Ownership of Our Common Stock

- We cannot be certain that an active trading market for our common stock will develop or be sustained following the completion of this offering.
- The stock price of our common stock may fluctuate significantly, including as a result of the Distribution, future sales by our shareholders or the perception that the Distribution or such sales may occur, which can also cause your percentage ownership in us to be diluted in the future.
- Our ability to comply with obligations associated with being a public company, including implementing and maintaining effective internal control over financial reporting.
- We expect to have debt obligations following the completion of this offering that will impose certain restrictions on our business.
- We are a holding company and depend on the ability of our subsidiaries to pay dividends and make other payments and distributions to us in order to meet our obligations.

Corporate Information

We were incorporated in Delaware on February 23, 2022 in connection with the Separation and were formed to ultimately hold, directly or indirectly, and conduct certain operational activities in anticipation of the planned separation of, the Consumer Health Business. Prior to the completion of this offering, we are a wholly owned subsidiary of Johnson & Johnson and all of our outstanding shares of common stock are owned by Johnson & Johnson. Our principal executive offices are located at 199 Grandview Road, Skillman, NJ 08558, and our telephone number is (732) 524-0400. Our website address is www.kenvue.com. The information contained on, or that can be accessed through, our website is not part of, and is not incorporated into, this prospectus, and you should not rely on any such information in making an investment decision to purchase shares of our common stock. We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

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For additional information about our current legal proceedings, see Note 13, "Commitments and Contingencies," to our audited combined financial statements included elsewhere in this prospectus and Note 11, "Commitments and Contingencies," to our unaudited condensed combined financial statements included elsewhere in this prospectus.

Concerns about the reliability, safety or efficacy of our products or their ingredients could result in litigation, regulatory action, reputational damage, product recalls, product reformulations or product withdrawals, which could adversely affect our business, results of operations or financial condition.

Concerns about the reliability, safety or efficacy of our products or their ingredients, whether raised internally or by litigants, regulators, consumer advocacy groups, third-party interest groups or others, and whether or not based on scientific or factual evidence, have resulted, and could in the future result, in governmental investigations, regulatory action (including the shutdown of manufacturing facilities), private claims and lawsuits, significant remediation and related costs, safety alerts, product shortages, declining sales or reputational damage (including damage to brand image, brand equity and consumer trust in our products). We have in the past paid, and we may be required in the future to pay, for losses or injuries purportedly caused by our products. These claims may be based on a variety of allegations, including that our products contain contaminants or impurities, provide inadequate instructions or warnings regarding their use, have defective packaging, fail to perform as advertised or damage property or persons. If any of our products, or an ingredient contained in any of our products, is perceived or found to be contaminated or tampered with, or otherwise defective or unsafe, we have needed to, and may in the future need to, recall, reformulate or withdraw our products, which could result in the adverse effects described above. The availability of third-party product liability insurance is uncertain and, even if available, potential claims may be subject to a deductible, exceed the amount of coverage or be excluded under the terms of the policies. See "—Risks Related to Our Operations—Insurance coverage, even where available, may not be sufficient to cover losses we may incur."

Product recalls, product reformulations and product withdrawals of various magnitudes have occurred in each of our business segments and may occur in the future, including as a result of manufacturing issues, contamination issues, shipping and other supply chain issues and labeling issues. For example, with respect to our Skin Health and Beauty segment, in July 2021, Johnson & Johnson Consumer Inc. ("Old JJCI") voluntarily recalled all lots of five Neutrogena and Aveeno aerosol sunscreen product lines to the consumer level and advised consumers to stop using the affected products out of an abundance of caution after internal testing identified low levels of benzene in some samples of the products, though based on exposure modeling and the U.S. Environmental Protection Agency's framework, daily exposure to benzene in the recalled products would not be expected to cause adverse health consequences. See Note 13, "Commitments and Contingencies," to our audited combined financial statements included elsewhere in this prospectus for additional information regarding benzene.

We have also faced, and could face in the future, concerns about the reliability, safety or efficacy of the ingredients used in our products. Scrutiny of ingredients we use in our products, including scrutiny that originates on digital or social media platforms, may result in an inability to use, or restrictions on the use of, the ingredients or a requirement for remedial action, which could cause us to incur significant additional costs, particularly if we need or otherwise decide to reformulate the affected products, or result in litigation. For example, Johnson & Johnson Inc. (Canadian affiliate) ("JJI") previously sold over-the-counter Zantac (ranitidine) products in Canada. JJI has been named as a defendant, along with other manufacturers, in four proposed class actions in Canada alleging that Zantac and other over-the-counter medications that contain ranitidine may degrade and result in unsafe levels of NDMA (N-nitrosodimethylamine) and can cause or have caused various cancers in patients using the products. JJI has also been named as a defendant, along with other manufacturers, in various personal injury actions in Canada related to Zantac products. Though we may have rights to indemnification from third parties for certain liabilities relating to these claims, it is not possible, at this stage, to assess reliably the outcome of these lawsuits or the potential financial impact on the Company. Johnson & Johnson has also received demands for indemnification for legal claims related to over-the-counter Zantac products sold by third parties in the United States. In addition, Johnson & Johnson Consumer Inc. and other subsidiaries of Johnson & Johnson have been named in cases alleging that prenatal exposure to Tylenol, an acetaminophen product, is associated with the development of autism spectrum disorder and attention-deficit/hyperactivity disorder in children. Plaintiffs have asserted similar claims against retailer chains, alleging similar injuries resulting from use of store-brand generic acetaminophen products. In September 2022, the

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Judicial Panel on Multidistrict Litigation ("MDL") consolidated all such cases pending in the U.S. federal courts. At this time, the MDL proceedings are in their early stages. It is not possible at this stage to assess reliably the outcome of these cases or the potential financial impact on the Company. See Note 13, "Commitments and Contingencies," to our audited combined financial statements included elsewhere in this prospectus and Note 11, "Commitments and Contingencies," to our unaudited condensed combined financial statements included elsewhere in this prospectus for additional information regarding litigation related to Zantac and acetaminophen.

If we remove certain ingredients from our products, either voluntarily or pursuant to a regulatory mandate, we may not be able to successfully develop an alternative formulation or obtain necessary regulatory approvals on a timely basis, or at all. Furthermore, any reformulated product we introduce to the market may not be positively received by consumers and customers, which could result in lost sales, damage our reputation or our brands or otherwise adversely affect our business, results of operations or financial condition.

Moreover, negative perceptions of our products or their ingredients may arise from product liability claims, product recalls or product withdrawals, regardless of whether the claims, recalls or withdrawals directly involve us or our products. In addition, the mere publication of information asserting concerns about the reliability, safety or efficacy of competing products or ingredients in competing products that are also used in our products could adversely affect our business, results of operations or financial condition. Increased regulation, litigation or adverse publicity concerning ingredients used in our products, such as acetaminophen, may discourage consumers from buying our products that contain those ingredients, even when the regulation, litigation or publicity does not directly relate to or expressly mention us or our products, and even if not accurate. In addition, we believe our products are reliable, safe and effective when used for their intended purposes in accordance with label directions. However, consumers have misused, and may in the future misuse, our products, including for unauthorized, nefarious or other unintended purposes, which in certain instances has had, and may in the future have, serious or even fatal implications. Misuse of our products has led to, and may in the future lead to, criticism on digital and social media platforms, negative coverage by traditional media and other forms of adverse publicity regarding our products or their ingredients, which could similarly discourage consumers from buying our products or otherwise adversely affect our reputation or our brands. See "—Risks Related to Our Business and Industry—Our brands are critical to our success, and damage to our reputation or our brands could adversely affect our business, results of operations or financial condition."

Legal proceedings related to talc or talc-containing products, such as Johnson's Baby Powder, sold outside the United States and Canada and other risks and uncertainties related to talc or talc-containing products could adversely affect our business, results of operations or financial condition.

A significant number of personal injury claims alleging that talc causes cancer have been made against Old JJCI and Johnson & Johnson arising out of the use of body powders containing talc, primarily Johnson's Baby Powder.

In October 2021, Old JJCI implemented a corporate restructuring, as a result of which LTL Management LLC ("LTL"), a subsidiary of Johnson & Johnson, was established through a demerger procedure and assumed sole responsibility for all liabilities of Old JJCI related in any way to injury or damage, or alleged injury or damage, sustained or incurred in the purchase or use of, or exposure to, talc, including talc contained in any product sold in the United States or Canada, or to the risk of, or responsibility for, any such damage or injury, including such liabilities based on the contamination, or alleged contamination, of talc, including talc contained in any product sold in the United States and Canada, with asbestos or any other material (the "Talc-Related Liabilities"). Pursuant to the Separation Agreement, Johnson & Johnson will retain the Talc-Related Liabilities and, as a result, will agree to indemnify us for the Talc-Related Liabilities and any costs associated with resolving such claims. Such claims represent the vast majority of claims relating to harm arising out of, based upon or resulting from, directly or indirectly, the presence of or exposure to talc or talc-containing products. We will, however, remain responsible for all liabilities on account of or relating to harm arising out of, based upon or resulting from, directly or indirectly, the presence of or exposure to talc or talc-containing products sold outside the United States or Canada.

In October 2021, LTL filed for voluntary bankruptcy protection under Chapter 11 of the U.S. Bankruptcy Code. LTL will remain a subsidiary of Johnson & Johnson (and not the Company) following the Separation, and it is intended that all claims related to the Talc-Related Liabilities will be resolved in these bankruptcy proceedings.

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However, the ability of LTL to successfully reorganize and resolve all Talc-Related Liabilities will depend on various factors and is subject to risks and uncertainties, including the ability to reach agreements with representatives of the claimants on the terms of a plan of reorganization that satisfies applicable legal requirements and to obtain the requisite court approvals of such plan. In addition, certain claimants alleging exposure to talc or talc-containing products have opposed LTL's efforts to resolve Talc-Related Liabilities in the bankruptcy proceedings, and there is a risk that the claimants may succeed in preventing LTL from doing so. As a result, LTL may not be able to successfully reorganize, and we cannot predict with certainty the amount of Talc-Related Liabilities that LTL or Johnson & Johnson will be required to pay, whether in connection with the bankruptcy proceedings or otherwise.

It is also possible that various parties will seek to bring and will be successful in bringing claims against us, including by raising allegations that we are liable for the Talc-Related Liabilities. Although, under the Separation Agreement, Johnson & Johnson will agree to indemnify us for the Talc-Related Liabilities and any costs associated with resolving such claims, we cannot assure you that the indemnity from Johnson & Johnson will be sufficient to protect us against the full amount of these liabilities or that Johnson & Johnson will be able to fully satisfy its indemnification obligations. See "—Risks Related to Our Relationship with Johnson & Johnson—In connection with the Separation, Johnson & Johnson will indemnify us for certain liabilities. However, we cannot assure you that the indemnity will be sufficient to protect us against the full amount of such liabilities or that Johnson & Johnson's ability to satisfy its indemnification obligation will not be impaired in the future."

Furthermore, we have been, and may continue to be, subject to claims arising out of the sale of talc-based Johnson's Baby Powder that do not constitute Talc-Related Liabilities, including claims relating to the sale of talc-based Johnson's Baby Powder outside the United States or Canada. We are currently subject to a few such claims which are in early stages, and as such, we cannot reasonably estimate any probable loss relating to such claims. While we believe we have substantial defenses to these claims, it is not feasible to predict the ultimate outcome of these litigations. Although we have discontinued the sale of talc-based Johnson's Baby Powder in certain markets, including the United States and Canada, and the sale of talc-based Johnson's Baby Powder will be discontinued globally in 2023, we presently sell talc-based Johnson's Baby Powder in certain other markets around the world. Given this, we may be subject to additional claims related to the sale of talc-based Johnson's Baby Powder in markets where we presently sell this product, as well as additional claims related to the sale of talc-based Johnson's Baby Powder in markets where we have discontinued this product (such as in the United States and Canada), including potential governmental inquiries, investigations, claims and consumer protection cases from state attorneys general. We expect that these other claims, whether currently pending or made in the future, would not be resolved by LTL's bankruptcy filing and that any related liabilities would not be covered by Johnson & Johnson's indemnification obligations under the Separation Agreement. As a result, it is possible that these additional claims could adversely affect our business, results of operations or financial condition.

In addition, Johnson & Johnson has received inquiries, subpoenas and requests to produce documents regarding talc matters from various U.S. governmental authorities and is also subject to consumer protection cases and investigations from state attorneys general.

We may not be able to successfully establish, maintain, protect and enforce intellectual property rights that are, in the aggregate, material to our business.

We rely on a combination of intellectual property rights, including our trademarks, trade secrets, patents and copyrights, as well as rights to third-party intellectual property pursuant to licenses and other contracts, to establish, maintain, protect and enforce the intellectual property and proprietary information used in our business.

We may not be able to establish, maintain, protect or enforce our own intellectual property rights or, where appropriate, license in intellectual property rights necessary to support new product introductions. In addition, intellectual property is territorial, and, even if such rights are protected in the United States, the laws of other countries in which our products are or may be sold do not universally protect intellectual property rights to the same extent or in the same way as U.S. intellectual property laws. Public policy, both within and outside the United States, has often become increasingly unfavorable toward certain classes of intellectual property rights. We cannot be

For additional information about the past financial performance of our business and the basis of presentation of the historical combined financial statements and the unaudited pro forma condensed combined financial statements of our business included in this prospectus, see "Basis of Presentation," "Unaudited Pro Forma Condensed Combined Financial Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our combined financial statements included elsewhere in this prospectus.

We may not achieve some or all of the expected benefits of the Separation, and the Separation could adversely affect our business, results of operations or financial condition.

We may not be able to achieve the full strategic and financial benefits expected to result from the Separation, or the benefits may be delayed or not occur at all. We expect that the Separation will improve our strategic and operational flexibility, increase the focus of our management team on our business operations, allow us to adopt the capital structure, investment policy and dividend policy best suited to our financial profile and business needs, provide us with our own equity to facilitate acquisitions and enable potential investors to invest directly in our business.

We may not achieve these and other anticipated benefits of the Separation for a variety of reasons, including:

- the Separation will require significant amounts of management's time and effort, which may divert management's attention from operating and growing our business;
- following the completion of this offering, we may be more susceptible to economic downturns and other adverse events than we were prior to the Separation;
- following the completion of this offering, our business will be less diversified than Johnson & Johnson's businesses prior to the Separation;
- following the completion of this offering, the cost of capital for our business may be higher than Johnson & Johnson's cost of capital prior to the Separation;
- following the completion of this offering, certain costs and liabilities that were otherwise less significant to Johnson & Johnson as a whole will be more significant to us as a standalone company;
- our business will experience a loss of corporate brand identity, historical market reputation, economies of scale, purchasing power and access to certain financial, managerial and professional resources from which we benefited prior to the Separation;
- to preserve the tax-free treatment for U.S. federal income tax purposes to Johnson & Johnson of certain steps of the Separation and the Distribution, if pursued, our ability to pursue certain strategic transactions may be restricted; and
- other actions required to separate the respective businesses could disrupt our operations.

If we fail to achieve some or all of the benefits expected to result from the Separation, or if the benefits are delayed, our business, results of operations or financial condition could be adversely affected.

The distribution of Johnson & Johnson's remaining equity interest in our company may not occur.

Upon completion of this offering, Johnson & Johnson will continue to own at least 80.1% of the voting power of our shares of common stock eligible to vote in the election of our directors. While Johnson & Johnson has informed us that, following the completion of this offering, it intends to effect the Distribution, Johnson & Johnson has no obligation to complete the Distribution. Whether Johnson & Johnson proceeds with the Distribution, in whole or in part, and the timing thereof, is in Johnson & Johnson's sole discretion and may be subject to a number of conditions, including the receipt of any necessary regulatory or other approvals, the existence of satisfactory market conditions and the continuing effectiveness and validity of Johnson & Johnson's private letter ruling from the IRS and favorable opinions of Johnson & Johnson's U.S. tax advisors to the effect that the Distribution will be tax-free to Johnson & Johnson and its shareholders. Even if Johnson & Johnson elects to pursue the Distribution, Johnson &

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consideration. In addition, under the Tax Matters Agreement, we will generally be required to indemnify Johnson & Johnson against certain tax liabilities that may result from the acquisition of our stock or assets, even if we do not participate in or otherwise facilitate the acquisition. Furthermore, we will be subject to specific restrictions on discontinuing the active conduct of our trade or business, the issuance or sale of stock or other securities (including securities convertible into our stock but excluding certain compensatory arrangements) and sales of assets outside the ordinary course of business. These restrictions may reduce our strategic and operating flexibility. See "Certain Relationships and Related Person Transactions—Agreements to be Entered into in Connection with the Separation—Tax Matters Agreement."

Our rebranding strategy in connection with the Separation will involve substantial costs and may not produce the intended benefits if it is not favorably received by our consumers, customers or third-party partners. In addition, our continued use of legacy Johnson & Johnson branding, including the "Johnson's" brand, could adversely affect our reputation.

We cannot predict with certainty the effect that the Separation will have on our brands and our reputation. Although we typically rely on product branding more than corporate branding for marketing purposes, we have historically been able to capitalize on Johnson & Johnson's market reputation, performance and brand identity as part of our relationships with consumers, customers and third-party partners. In connection with the Separation, we have incurred, and will continue to incur, substantial costs to rebrand our company as "Kenvue" and change the branding and trade dress for certain of our products around the world. Successful promotion of this rebranding will depend on the effectiveness of our marketing efforts and our ability to continue to provide reliable products to consumers and customers during the course of our transition to becoming a standalone public company. We have invested, and will continue to invest, significant resources to promote our new branding, but we cannot predict with certainty how these marketing efforts will be received, and we cannot assure you that we will be able to achieve or maintain brand recognition or status under any new names and marks at a level that is comparable to the recognition and status we historically enjoyed as part of Johnson & Johnson. If our rebranding strategy does not produce the intended benefits, our ability to retain existing consumers, customers and third-party partners and continue to attract new consumers, customers and third-party partners could be impacted, which could adversely affect our business, results of operations or financial condition. See "—Risks Related to Our Business and Industry—If our marketing efforts are not successful, our business, results of operations or financial condition could be adversely affected."

In addition, our continued use of legacy Johnson & Johnson branding could adversely affect our reputation. In connection with the Separation, Johnson & Johnson will transfer ownership of the intellectual property rights related to the "Johnson's" brand to us, unless prohibited by law in a particular jurisdiction in which case Johnson & Johnson will grant to us an irrevocable, exclusive (even as to Johnson & Johnson), sublicensable, non-assignable (subject to certain exceptions), royalty-free and fully paid up license to use the applicable intellectual property rights). We expect to continue to use the "Johnson's" brand following the completion of this offering. Furthermore, pursuant to the Trademark Phase-Out License Agreement, Johnson & Johnson will grant to us a non-exclusive, non-sublicensable (subject to certain exceptions), non-assignable (subject to certain exceptions), royalty-free, fully paid up worldwide license to use certain intellectual property rights retained by Johnson & Johnson that we used in the conduct of our business prior to the Separation, including the "Johnson & Johnson" name and signature and other legacy Johnson & Johnson branding. This license will permit us to make ongoing use of certain variations of the legacy Johnson & Johnson branding for terms of varying duration, ranging from one year to ten years following the Separation, based on our particular use of the legacy Johnson & Johnson branding. For example, the license to use legacy Johnson & Johnson branding on internal or external product packaging and labels will terminate within five years from the completion of this offering, subject to extension for an additional three years if, at such termination date, we continue to make use of such legacy Johnson & Johnson branding despite commercially reasonable efforts to terminate use. See "Certain Relationships and Related Person Transactions—Agreements to be Entered into in Connection with the Separation—Trademark Agreements—Trademark Phase-Out License Agreement."

As a result of this continued use of the legacy Johnson & Johnson branding, there is a risk that conduct or events adversely affecting Johnson & Johnson's reputation could also adversely affect our reputation or the reputation of our brands. Moreover, the licenses to the legacy Johnson & Johnson branding will include quality control provisions obligating us and any sublicensees to remain in compliance with applicable law and quality

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standards. Failure by us or any sublicensees to comply with these obligations could potentially result in termination of the licenses, which could adversely affect our business, results of operations or financial condition.

We will incur significant charges in connection with the Separation and incremental costs as a standalone public company.

We expect the separation process to be complex, time-consuming and costly. We will need to establish or expand our own corporate functions, including facilities, insurance, logistics, quality, compliance, finance, human resources, benefits administration, procurement support, information technology, legal, corporate strategy, corporate governance, other professional services and general commercial support functions. We will also need to make investments or hire additional employees to operate without the same access to Johnson & Johnson's existing operational and administrative infrastructure. We expect to incur one-time costs to replicate, or outsource from other providers, these corporate functions to replace the corporate services that Johnson & Johnson historically provided to us prior to the Separation. Any failure or significant downtime in our own financial, administrative or other support systems, or in the Johnson & Johnson financial, administrative or other support systems during the transitional period during which Johnson & Johnson provides us with support, could adversely affect our business, results of operations or financial condition, such as by preventing us from paying our suppliers and employees, executing business combinations and foreign currency transactions, or performing administrative or other services on a timely basis. Due to the scope and complexity of the underlying projects related to the Separation, the amount of total costs could be materially higher than our estimate, and the timing of the incurrence of these costs is subject to change.

In particular, our day-to-day business operations, including a significant portion of the communications among our customers, manufacturers, suppliers and other third-party partners, rely on IT Systems. Johnson & Johnson's IT Systems are complex and we expect the transfer of IT Systems from Johnson & Johnson to us to be complex, time-consuming and costly. There is also a risk of data loss in the process of transferring IT Systems. As a result of our reliance on IT Systems, the cost of the information technology integration and transfer and any loss of key data could have an adverse effect on our business, results of operations or financial condition.

In addition, our combined financial statements include the assets, liabilities, net sales and expenses that management has determined are specifically or primarily identifiable to us, as well as direct and indirect costs that are attributable to our operations. Indirect costs are the costs of support functions that are provided on a centralized or geographic basis by Johnson & Johnson and its affiliates. Indirect costs have been allocated to us for the purposes of preparing our historical combined financial statements based on a specific identification basis or, when specific identification is not practicable, a proportional cost allocation method, primarily based on net sales, headcount or other allocation methodologies that are considered to be a reasonable reflection of the utilization of services provided or the benefit received by us during the periods presented, depending on the nature of the services received. The value of the assets and liabilities we assume in connection with the Separation could ultimately be materially different than these attributions, which could adversely affect our business, results of operations or financial condition.

The transfer of certain assets and liabilities from Johnson & Johnson to us contemplated by the Separation will not be complete prior to the completion of this offering.

We expect that the Separation will be substantially completed prior to the completion of this offering. However, the Separation Agreement will provide that, in order to ensure compliance with applicable law, to obtain necessary governmental approvals and other consents and for other business reasons, we and Johnson & Johnson will defer until after the completion of this offering certain transfers of assets and assumptions of liabilities of businesses in certain jurisdictions. See "Certain Relationships and Related Person Transactions—Agreements to be Entered into in Connection with the Separation—Separation Agreement—Deferred Markets."

The Separation Agreement will provide that we and Johnson & Johnson will use our respective reasonable best efforts to effect any transfer that is not completed prior to the completion of this offering as promptly following the completion of this offering as reasonably practicable and that, prior to such transfer, the economic consequences of owning these assets or liabilities will, to the extent reasonably practicable and permitted by applicable law, be

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provided to us. However, we cannot assure you that any transfer that is not completed prior to the completion of this offering will occur promptly following the completion of this offering, or at all, including if we are not able to obtain necessary governmental approvals or other consents, or that Johnson & Johnson will operate such businesses as we would have. In the event transfers are significantly delayed or do not occur, we may not realize all of the anticipated benefits of the Separation, which could adversely affect our business, results of operations or financial condition.

The transfer of certain contracts and other assets and rights from Johnson & Johnson to us may require the consents or approvals of third parties and governmental authorities, and failure to obtain these consents or approvals could adversely affect our business, results of operation or financial condition.

The Separation Agreement provides for the transfer of certain contracts, permits, licenses and other assets and rights, in whole or in part, from Johnson & Johnson to us in connection with the Separation. The transfer of certain of these contracts, permits, licenses and other assets and rights may require consents or approvals of, or provide other rights to, third parties or governmental authorities. In addition, in some circumstances, we and Johnson & Johnson are joint beneficiaries of contracts, and we and Johnson & Johnson may need to obtain the consents of third parties in order to split or separate the existing contracts or the relevant portion of the existing contracts between us and Johnson & Johnson.

We expect that certain required consents or approvals will not be obtained prior to the completion of this offering, or at all. Some third parties may use consent or approval requirements or other rights in connection with the Separation to seek to terminate contracts, obtain more favorable pricing or other contractual terms from us or require us to provide assurance regarding our financial stability as a standalone public company by obtaining letters of credit or other forms of credit support. If we are unable to obtain required consents or approvals, we may not receive certain benefits, permits, assets, licenses and contractual commitments that are intended to be allocated to us as part of the Separation, and we may be required to seek alternative arrangements to obtain these benefits, permits, assets, licenses and contractual commitments, which may be more costly or of lower quality. The termination or modification of contracts or failure to complete the transfer of contracts, permits, licenses and other assets and rights to us on a timely basis, or at all, could adversely affect our business, results of operations or financial condition.

The assets that we acquire from Johnson & Johnson in the Separation may not be sufficient for us to operate as a standalone company, and we may experience difficulty in separating our assets from Johnson & Johnson.

Because we have not operated as a standalone company in the past, we may need to acquire assets in addition to those transferred by Johnson & Johnson to us in connection with the Separation. We may also face difficulty in separating our assets from Johnson & Johnson's assets and integrating newly acquired assets into our business. The Separation is complex in nature and unanticipated developments or changes, including changes to applicable laws or regulations (or interpretations thereof), required consents or approvals, or other challenges in executing the Separation, could delay or prevent the completion of certain aspects of the Separation, require more resources than expected (including out-of-pocket costs and expenses and internal management and employee time and resources) or cause the Separation to occur on terms or conditions that are different or less favorable to us than expected. Our business, results of operations or financial condition could be adversely affected if we have difficulty operating as a standalone company, fail to acquire assets that prove to be important to our operations or incur unexpected costs in separating our assets from Johnson & Johnson's assets or integrating newly acquired assets.

Risks Related to Our Relationship with Johnson & Johnson

Following the completion of this offering, Johnson & Johnson will continue to control the direction of our business, and the concentrated ownership of our common stock may prevent you and other shareholders from influencing significant decisions.

Upon completion of this offering, Johnson & Johnson will continue to own % of the total voting power of our outstanding shares of common stock (or % if the underwriters exercise in full their option to purchase additional shares of our common stock from us to cover over-allotments). Investors in this offering generally will not be able to affect the outcome of any matter submitted to our shareholders for approval as long as Johnson & Johnson or its successor-in-interest beneficially owns a majority of the total voting power of our outstanding shares of common stock. As long as Johnson & Johnson or its successor-in-interest beneficially owns a majority of the total

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voting power of our outstanding shares of common stock, it will generally be able to control, whether directly or indirectly through its ability to remove and elect directors, and subject to applicable law, all matters affecting us without the approval of other shareholders, including:

- determinations with respect to our business direction and policies, including the election and removal of directors and the appointment and removal of officers;
- determinations with respect to corporate transactions, such as mergers, business combinations or dispositions of assets;
- our financing and dividend policies;
- our compensation and benefit programs and other human resources policy decisions;
- termination of, changes to or determinations under our agreements with Johnson & Johnson relating to the Separation;
- determinations with respect to tax matters; and
- changes to any other agreements that may adversely affect us.

If Johnson & Johnson does not complete the Distribution or otherwise dispose of its remaining equity interest in our company, or if Johnson & Johnson purchases shares of our common stock in the open market following the completion of this offering, it could remain our controlling shareholder for an extended period of time or indefinitely. Even if Johnson & Johnson were to beneficially own less than a majority of the total voting power of our outstanding shares of common stock, Johnson & Johnson may be able to influence the outcome of corporate actions requiring shareholder approval for as long as it owns a significant portion of our common stock.

Johnson & Johnson's interests may not be the same as, or may conflict with, the interests of our other shareholders. Actions that Johnson & Johnson takes with respect to us, as a controlling or significant shareholder, may not be favorable to us or our other shareholders.

Following the completion of this offering, we will be a "controlled company" as defined under the corporate governance rules of the NYSE and, as a result, will qualify for exemptions from certain corporate governance requirements of the NYSE.

Upon completion of this offering, Johnson & Johnson will continue to own % of the voting power of our shares of common stock eligible to vote in the election of our directors (or % if the underwriters exercise in full their option to purchase additional shares of our common stock from us to cover over-allotments). As a result, we will be a "controlled company" as defined under the corporate governance rules of the NYSE and, therefore, will qualify for exemptions from certain corporate governance requirements of the NYSE, including:

- the requirement that the Board be composed of a majority of independent directors;
- the requirement that the Nominating, Governance & Sustainability Committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities or, if no such committee exists, that our director nominees be selected or recommended by independent directors constituting a majority of the Board's independent directors in a vote in which only independent directors participate;
- the requirement that the Compensation & Human Capital Committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- the requirement for an annual performance evaluation of the Nominating, Governance & Sustainability Committee and the Compensation & Human Capital Committee.

We do not currently intend to rely on any of these exemptions following the completion of this offering. However, we may elect to take advantage of one or more of these exemptions from time to time in the future. As a

result, you may not have the same protections afforded to shareholders of companies that are subject to all of the corporate governance requirements of the NYSE.

Johnson & Johnson may fail to perform under the Transition Manufacturing Agreement, or we may fail to have replacement manufacturing arrangements in place when the Transition Manufacturing Agreement expires.

We expect that Johnson & Johnson will continue to provide us with certain manufacturing services pursuant to the Transition Manufacturing Agreement for a transitional period following the completion of this offering. These services will consist of supplying us with specified products, or components thereof, including Tylenol, Zyrtec, Motrin, Benadryl and other OTC products, for terms of varying duration following the completion of this offering. We will rely on Johnson & Johnson to satisfy its manufacturing obligations during the applicable term for each product subject to the Transition Manufacturing Agreement. Failure by Johnson & Johnson to perform these obligations, or any delay in or disruption to Johnson & Johnson's ability to perform these obligations, could adversely affect our ability to timely deliver quality products to consumers and customers in necessary quantities, hinder sales of the applicable products, damage our reputation or the reputation of our brands or otherwise adversely affect our business, results of operations or financial condition, potentially for an extended period of time. Furthermore, pursuant to the Transition Manufacturing Agreement, Johnson & Johnson will agree to perform the manufacturing services for us in a manner consistent with the past practice of our business. As a result, our operational flexibility to implement changes with respect to these services or the amounts we pay for them will be limited, and we may not be able to implement changes in a manner desirable to us.

The services that Johnson & Johnson will provide to us pursuant to the Transition Manufacturing Agreement are transitional in nature. Upon the expiration of the Transition Manufacturing Agreement, we will be required to transition these manufacturing services to our own internal organization or to obtain alternative third-party sources to provide these services. Transitioning these services from Johnson & Johnson to us or one or more third parties will be a complex, time-consuming and costly process, and could increase the risk of manufacturing defects or quality control issues. Furthermore, to the extent we decide to engage one or more third parties to provide these services to us in the future, we could encounter additional risks associated with reliance on third parties. See "—Risks Related to Our Operations—We rely on third parties in many aspects of our business, including to manufacture certain of our products, which exposes us to additional risks that could adversely affect our business, results of operations or financial condition." If we do not have our own manufacturing operations, or comparable agreements with alternative third-party sources, in place when the Transition Manufacturing Agreement expires, our business, results of operations or financial condition could be adversely affected, including in the manner described in the preceding paragraph.

Johnson & Johnson may fail to perform under the Transition Services Agreement, or we may fail to have replacement systems and services in place when the Transition Services Agreement expires.

We expect that Johnson & Johnson will continue to provide us with services related to certain historically shared corporate functions pursuant to the Transition Services Agreement for a transitional period following the completion of this offering. These services will cover a variety of corporate functions for terms of varying duration following the completion of this offering. We will rely on Johnson & Johnson to satisfy its obligations during the term of the Transition Services Agreement. Failure by Johnson & Johnson to perform these obligations, or any delay in or disruption to Johnson & Johnson's ability to perform these obligations, could increase our costs of procuring these services, result in system or service interruptions, divert our management's focus or otherwise adversely affect our business, results of operations or financial condition, potentially for an extended period of time. Furthermore, pursuant to the Transition Services Agreement, Johnson & Johnson will agree to perform the services for us in a manner consistent with the past practice of our business. As a result, our operational flexibility to implement changes with respect to these services or the amounts we pay for them will be limited, and we may not be able to implement changes in a manner desirable to us. In addition, we have historically received informal support from Johnson & Johnson, which may not be addressed in the Transition Services Agreement. The level of this informal support will diminish or be eliminated following the completion of this offering.

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EXHIBIT 19

BUSINESS CORPORATION ANNUAL REPORT

10-2017

NAME OF BUSINESS CORPORATION: Johnson & Johnson Consumer, Inc.

SECRETARY OF STATE ID NUMBER: 0364299

STATE OF FORMATION: NJ

REPORT FOR THE FISCAL YEAR END: 12/31/2020

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E - Filed Annual Report
0364299
☒ Changes

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SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: CT Corporation System

2. SIGNATURE OF THE NEW REGISTERED AGENT:

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY

160 Mine Lake Ct Ste 200
Raleigh, NC 27615-6417 Wake County

4. REGISTERED AGENT OFFICE MAILING ADDRESS

160 Mine Lake Ct Ste 200
Raleigh, NC 27615-6417

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: consumer health and personal care products company

2. PRINCIPAL OFFICE PHONE NUMBER: (877) 858-3855

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

199 Grandview Road
Skillman, NJ 08558

5. PRINCIPAL OFFICE MAILING ADDRESS

199 Grandview Road
Skillman, NJ 08558

6. Select one of the following if applicable. (Optional see instructions)

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Lisa G Jenkins	NAME: Michelle W Goodridge	NAME: Kevin T Neat
TITLE: Secretary	TITLE: President	TITLE: Treasurer
ADDRESS: 199 Grandview Road Skillman, NJ 08558	ADDRESS: 199 Grandview Road Skillman, NJ 08558	ADDRESS: 199 Grandview Road Skillman, NJ 08558

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Lisa G Jenkins — SIGNATURE

4/5/2021 — DATE

Form must be signed by an officer listed under Section C of this form.

Lisa G Jenkins — Print or Type Name of Officer

Secretary — Print or Type Title of Officer

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

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EXHIBIT 20

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 30, 2018

Commission file number 1-3215

JOHNSON & JOHNSON

(Exact name of registrant as specified in its charter)

New Jersey	**22-1024240**
(State of incorporation)	(I.R.S. Employer Identification No.)
One Johnson & Johnson Plaza **New Brunswick, New Jersey**	**08933**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(732) 524-0400**

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT

Title of each class	Name of each exchange on which registered
Common Stock, Par Value $1.00	New York Stock Exchange
4.75% Notes Due November 2019	New York Stock Exchange
0.250% Notes Due January 2022	New York Stock Exchange
0.650% Notes Due May 2024	New York Stock Exchange
5.50% Notes Due November 2024	New York Stock Exchange
1.150% Notes Due November 2028	New York Stock Exchange
1.650% Notes Due May 2035	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑ Accelerated filer ☐

Non-accelerated filer ☐ Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The aggregate market value of the Common Stock held by non-affiliates computed by reference to the price at which the Common Stock was last sold as of the last business day of the registrant's most recently completed second fiscal quarter was approximately $325 billion.

On February 15, 2019, there were 2,663,138,579 shares of Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Parts I and III:	Portions of registrant's proxy statement for its 2019 annual meeting of shareholders filed within 120 days after the close of the registrant's fiscal year (the "Proxy Statement"), are incorporated by reference to this report on Form 10-K (this "Report").

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

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This Annual Report on Form 10-K and Johnson & Johnson's other publicly available documents contain "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Management and representatives of Johnson & Johnson and its subsidiaries (the "Company") also may from time to time make forward-looking statements. Forward-looking statements do not relate strictly to historical or current facts and reflect management's assumptions, views, plans, objectives and projections about the future. Forward-looking statements may be identified by the use of words such as "plans," "expects," "will," "anticipates," "estimates" and other words of similar meaning in conjunction with, among other things: discussions of future operations; expected operating results and financial performance; impact of planned acquisitions and dispositions; the Company's strategy for growth; product development; regulatory approvals; market position and expenditures.

Because forward-looking statements are based on current beliefs, expectations and assumptions regarding future events, they are subject to uncertainties, risks and changes that are difficult to predict and many of which are outside of the Company's control. Investors should realize that if underlying assumptions prove inaccurate, or known or unknown risks or uncertainties materialize, the Company's actual results and financial condition could vary materially from expectations and projections expressed or implied in its forward-looking statements. Investors are therefore cautioned not to rely on these forward-looking statements. Risks and uncertainties include, but are not limited to:

Risks Related to Product Development, Market Success and Competition

- Challenges and uncertainties inherent in innovation and development of new and improved products and technologies on which the Company's continued growth and success depend, including uncertainty of clinical outcomes, additional analysis of existing clinical data, obtaining regulatory approvals, health plan coverage and customer access, and initial and continued commercial success;
- Challenges to the Company's ability to obtain and protect adequate patent and other intellectual property rights for new and existing products and technologies in the United States and other important markets;
- The impact of patent expirations, typically followed by the introduction of competing biosimilars and generics and resulting revenue and market share losses;
- Increasingly aggressive and frequent challenges to the Company's patents by competitors and others seeking to launch competing generic, biosimilar or other products and increased receptivity of courts, the United States Patent and Trademark Office and other decision makers to such challenges, potentially resulting in loss of market exclusivity and rapid decline in sales for the relevant product sooner than expected;
- Competition in research and development of new and improved products, processes and technologies, which can result in product and process obsolescence;
- Competition to reach agreement with third parties for collaboration, licensing, development and marketing agreements for products and technologies;
- Competition based on cost-effectiveness, product performance, technological advances and patents attained by competitors; and
- Allegations that the Company's products infringe the patents and other intellectual property rights of third parties, which could adversely affect the Company's ability to sell the products in question and require the payment of money damages and future royalties.

Risks Related to Product Liability, Litigation and Regulatory Activity

- Product efficacy or safety concerns, whether or not based on scientific evidence, potentially resulting in product withdrawals, recalls, regulatory action on the part of the United States Food and Drug Administration (or international counterparts), declining sales, reputational damage, increased litigation expense and share price impact;
- Impact, including declining sales and reputational damage, of significant litigation or government action adverse to the Company, including product liability claims and allegations related to pharmaceutical marketing practices and contracting strategies;
- Impact of an adverse judgment or settlement and the adequacy of reserves related to legal proceedings, including patent litigation, product liability, personal injury claims, securities class actions, government investigations, employment and other legal proceedings;
- Increased scrutiny of the health care industry by government agencies and state attorneys general resulting in investigations and prosecutions, which carry the risk of significant civil and criminal penalties, including, but not limited to, debarment from government business;

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- Failure to meet compliance obligations in the McNEIL-PPC, Inc. Consent Decree or any other compliance agreements with governments or government agencies, which could result in significant sanctions;
- Potential changes to applicable laws and regulations affecting United States and international operations, including relating to: approval of new products; licensing and patent rights; sales and promotion of health care products; access to, and reimbursement and pricing for, health care products and services; environmental protection and sourcing of raw materials;
- Compliance with local regulations and laws that may restrict the Company's ability to manufacture or sell its products in relevant markets including, requirements to comply with medical device reporting regulations and other requirements such as the European Union's Medical Devices Regulation;
- Changes in domestic and international tax laws and regulations, including changes related to The Tax Cuts and Jobs Act in the United States, the Federal Act on Tax Reform and AHV Financing in Switzerland, increasing audit scrutiny by tax authorities around the world and exposures to additional tax liabilities potentially in excess of existing reserves; and
- Issuance of new or revised accounting standards by the Financial Accounting Standards Board and regulations by the Securities and Exchange Commission.

Risks Related to the Company's Strategic Initiatives and Healthcare Market Trends

- Pricing pressures resulting from trends toward health care cost containment, including the continued consolidation among health care providers and other market participants, trends toward managed care, the shift toward governments increasingly becoming the primary payers of health care expenses, significant new entrants to the health care markets seeking to reduce costs and government pressure on companies to voluntarily reduce costs and price increases;
- Restricted spending patterns of individual, institutional and governmental purchasers of health care products and services due to economic hardship and budgetary constraints;
- Challenges to the Company's ability to realize its strategy for growth including through externally sourced innovations, such as development collaborations, strategic acquisitions, licensing and marketing agreements, and the potential heightened costs of any such external arrangements due to competitive pressures;
- The potential that the expected strategic benefits and opportunities from any planned or completed acquisition or divestiture by the Company may not be realized or may take longer to realize than expected; and
- The potential that the expected benefits and opportunities related to past and ongoing restructuring actions may not be realized or may take longer to realize than expected.

Risks Related to Economic Conditions, Financial Markets and Operating Internationally

- Market conditions and the possibility that the Company's share repurchase program may be delayed, suspended or discontinued;
- Impact of inflation and fluctuations in interest rates and currency exchange rates and the potential effect of such fluctuations on revenues, expenses and resulting margins;
- Potential changes in export/import and trade laws, regulations and policies of the United States and other countries, including any increased trade restrictions or tariffs and potential drug reimportation legislation;
- The impact on international operations from financial instability in international economies, sovereign risk, possible imposition of governmental controls and restrictive economic policies, and unstable international governments and legal systems;
- Changes to global climate, extreme weather and natural disasters that could affect demand for the Company's products and services, cause disruptions in manufacturing and distribution networks, alter the availability of goods and services within the supply chain, and affect the overall design and integrity of the Company's products and operations; and
- The impact of armed conflicts and terrorist attacks in the United States and other parts of the world including social and economic disruptions and instability of financial and other markets.

Risks Related to Supply Chain and Operations

- Difficulties and delays in manufacturing, internally through third party providers or otherwise within the supply chain, that may lead to voluntary or involuntary business interruptions or shutdowns, product shortages, withdrawals or suspensions of products from the market, and potential regulatory action;
- Interruptions and breaches of the Company's information technology systems or those of the Company's vendors which, could result in reputational, competitive, operational or other business harm as well as financial costs and regulatory action;

- Reliance on global supply chains and production and distribution processes that are complex and subject to increasing regulatory requirements that may adversely affect supply, sourcing and pricing of materials used in the Company's products; and
- The potential that the expected benefits and opportunities related to restructuring actions contemplated for the global supply chain may not be realized or may take longer to realize than expected, including due to any required approvals from applicable regulatory authorities. Disruptions associated with the announced global supply chain actions may adversely affect supply and sourcing of materials used in the Company's products.

Investors also should carefully read the Risk Factors described in Item 1A of this Annual Report on Form 10-K for a description of certain risks that could, among other things, cause the Company's actual results to differ materially from those expressed in its forward-looking statements. Investors should understand that it is not possible to predict or identify all such factors and should not consider the risks described above and in Item 1A to be a complete statement of all potential risks and uncertainties. The Company does not undertake to publicly update any forward-looking statement that may be made from time to time, whether as a result of new information or future events or developments.

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PART I

Item 1. BUSINESS

General

Johnson & Johnson and its subsidiaries (the Company) have approximately 135,100 employees worldwide engaged in the research and development, manufacture and sale of a broad range of products in the health care field. Johnson & Johnson is a holding company, which has more than 260 operating companies conducting business in virtually all countries of the world. The Company's primary focus is products related to human health and well-being. Johnson & Johnson was incorporated in the State of New Jersey in 1887.

The Executive Committee of Johnson & Johnson is the principal management group responsible for the strategic operations and allocation of the resources of the Company. This Committee oversees and coordinates the activities of the Company's three business segments: Consumer, Pharmaceutical and Medical Devices. Within the strategic parameters provided by the Committee, senior management groups at U.S. and international operating companies are each responsible for their own strategic plans and the day-to-day operations of those companies. Each subsidiary within the business segments is, with limited exceptions, managed by residents of the country where located.

Segments of Business

The Company is organized into three business segments: Consumer, Pharmaceutical and Medical Devices. Additional information required by this item is incorporated herein by reference to the narrative and tabular descriptions of segments and operating results under: "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" of this Report; and Note 18 "Segments of Business and Geographic Areas" of the Notes to Consolidated Financial Statements included in Item 8 of this Report.

Consumer

The Consumer segment includes a broad range of products used in the baby care, oral care, beauty, over-the-counter pharmaceutical, women's health and wound care markets. Baby Care includes the JOHNSON'S® line of products. Oral Care includes the LISTERINE® product line. Major brands in Beauty include the AVEENO®; CLEAN & CLEAR®; DABAO™; JOHNSON'S® Adult; LE PETITE MARSEILLAIS®; NEUTROGENA® and OGX® product lines. Over-the-counter medicines include the broad family of TYLENOL® acetaminophen products; SUDAFED® cold, flu and allergy products; BENADRYL® and ZYRTEC® allergy products; MOTRIN® IB ibuprofen products; and the PEPCID® line of acid reflux products. Major brands in Women's Health outside of North America are STAYFREE® and CAREFREE® sanitary pads and o.b.® tampon brands. Wound Care brands include the BAND-AID® Brand Adhesive Bandages and NEOSPORIN® First Aid product lines. These products are marketed to the general public and sold both to retail outlets and distributors throughout the world.

Pharmaceutical

The Pharmaceutical segment is focused on six therapeutic areas: Immunology (e.g., rheumatoid arthritis, inflammatory bowel disease and psoriasis), Infectious Diseases and Vaccines (e.g., HIV/AIDS), Neuroscience (e.g., mood disorders, neurodegenerative disorders and schizophrenia), Oncology (e.g., prostate cancer and hematologic malignancies), Cardiovascular and Metabolism (e.g., thrombosis and diabetes) and Pulmonary Hypertension (e.g., Pulmonary Arterial Hypertension). Medicines in this segment are distributed directly to retailers, wholesalers, hospitals and health care professionals for prescription use. Key products in the Pharmaceutical segment include: REMICADE® (infliximab), a treatment for a number of immune-mediated inflammatory diseases; SIMPONI® (golimumab), a subcutaneous treatment for adults with moderate to severe rheumatoid arthritis, active psoriatic arthritis, active ankylosing spondylitis and moderately active to severely active ulcerative colitis; SIMPONI ARIA® (golimumab), an intravenous treatment for adults with moderate to severe rheumatoid arthritis, active psoriatic arthritis and active ankylosing spondylitis; STELARA® (ustekinumab), a treatment for adults and children with moderate to severe plaque psoriasis, for adults with active psoriatic arthritis, and for adults with moderately to severely active Crohn's disease; TREMFYA® (guselkumab), a treatment for adults with moderate to severe plaque psoriasis; EDURANT® (rilpivirine), INTELENCE® (etravirine), PREZISTA® (darunavir) and PREZCOBIX®/REZOLSTA® (darunavir/cobicistat), antiretroviral medicines for the treatment of human immunodeficiency virus (HIV-1) in combination with other antiretroviral products and SYMTUZA® (darunavir/cobicistat/emtricitabine/tenofovir alafenamide), a once-daily single tablet regimen for the treatment of HIV ; CONCERTA® (methylphenidate HCl) extended-release tablets CII, a treatment for attention deficit hyperactivity disorder; INVEGA SUSTENNA®/XEPLION® (paliperidone palmitate), for the treatment of schizophrenia and schizoaffective disorder in adults; INVEGA TRINZA®/TREVICTA® (paliperidone palmitate), for the treatment of schizophrenia in patients after they have been adequately treated with INVEGA SUSTENNA® for at least four months; RISPERDAL CONSTA® (risperidone long-acting injection), for the treatment of schizophrenia and the maintenance treatment of Bipolar 1 Disorder in adults; ZYTIGA® (abiraterone acetate), a treatment for metastatic castration-

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resistant prostate cancer (CRPC) and metastatic high-risk castration-sensitive prostate cancer; IMBRUVICA® (ibrutinib), a treatment for certain B-cell malignancies, or blood cancers, chronic graft versus host disease and Waldenström's Macroglobulinemia; DARZALEX® (daratumumab), a treatment for relapsed/refractory multiple myeloma; VELCADE® (bortezomib), a treatment for multiple myeloma mantle cell lymphoma; PROCRIT®/EPREX® (epoetin alfa), a treatment for chemotherapy-induced anemia and patients with chronic kidney disease; XARELTO® (rivaroxaban), an oral anticoagulant for the prevention of deep vein thrombosis (DVT), which may lead to pulmonary embolism (PE) in patients undergoing hip or knee replacement surgery, to reduce the risk of stroke and systemic embolism in patients with nonvalvular atrial fibrillation, and for the treatment and reduction of risk of recurrence of DVT and PE; INVOKANA® (canagliflozin), for the treatment of adults with type 2 diabetes; INVOKAMET®/VOKANAMET® (canagliflozin/metformin HCl), a combination therapy of fixed doses of canagliflozin and metformin hydrochloride for the treatment of adults with type 2 diabetes; and INVOKAMET® XR (canagliflozin/metformin hydrochloride extended-release), a once-daily, fixed-dose combination therapy of canagliflozin and metformin hydrochloride extended-release, for the treatment of adults with type 2 diabetes; OPSUMIT® (macitentan) as monotherapy or in combination, indicated for the long-term treatment of pulmonary arterial hypertension (PAH); UPTRAVI® (selexipag), the only approved oral, selective IP receptor agonist targeting a prostacyclin pathway in PAH. Many of these medicines were developed in collaboration with strategic partners or are licensed from other companies and maintain active lifecycle development programs.

Medical Devices

The Medical Devices segment includes a broad range of products used in the orthopaedic, surgery, interventional solutions (cardiovascular and neurovascular), diabetes care (divested in the fiscal fourth quarter of 2018) and eye health fields. These products are distributed to wholesalers, hospitals and retailers, and used principally in the professional fields by physicians, nurses, hospitals, eye care professionals and clinics. They include orthopaedic products; general surgery, biosurgical, endomechanical and energy products; electrophysiology products to treat cardiovascular disease; sterilization and disinfection products to reduce surgical infection; and vision products such as disposable contact lenses and ophthalmic products related to cataract and laser refractive surgery.

Geographic Areas

The business of Johnson & Johnson is conducted by more than 260 operating companies located in more than 60 countries, including the U.S., which sell products in virtually all countries throughout the world. The products made and sold in the international business include many of those described above under "– Segments of Business – Consumer," "– Pharmaceutical" and "– Medical Devices." However, the principal markets, products and methods of distribution in the international business vary with the country and the culture. The products sold in international business include those developed in the U.S. and by subsidiaries abroad.

Investments and activities in some countries outside the U.S. are subject to higher risks than comparable U.S. activities because the investment and commercial climate may be influenced by financial instability in international economies, restrictive economic policies and political and legal system uncertainties.

Raw Materials

Raw materials essential to the Company's business are generally readily available from multiple sources. Where there are exceptions, the temporary unavailability of those raw materials would not likely have a material adverse effect on the financial results of the Company.

Patents

The Company's subsidiaries have made a practice of obtaining patent protection on their products and processes where possible. They own, or are licensed under, a significant number of patents in the U.S. and other countries relating to their products, product uses, formulations and manufacturing processes, which in the aggregate are believed to be of material importance to the Company in the operation of its businesses. The Company's subsidiaries face patent challenges from third parties, including challenges seeking to manufacture and market generic and biosimilar versions of the Company's key pharmaceutical products prior to expiration of the applicable patents covering those products. Significant legal proceedings and claims involving the Company's patent and other intellectual property are described in Note 21, "Legal Proceedings—Intellectual Property" of the Notes to Consolidated Financial Statements included in Item 8 of this Report.

Sales of the Company's 2nd largest product, STELARA® (ustekinumab), accounted for approximately 6.3% of the Company's total revenues for fiscal 2018. Accordingly, the patents related to this product are believed to be material to the Company.

There is one set of granted patents related specifically to STELARA®. This set of patents is owned by Janssen Biotech, Inc., a wholly-owned subsidiary of Johnson & Johnson. These patents are in force in the U.S. and many countries outside the

United States. In the U.S., the latest projected expiration date for patents in this set is 2023 due to a patent term extension. In Europe, the latest projected expiration date for patents in this set is 2024 due to a Supplemental Patent Certificate (patent term extension). In most other countries, the latest projected expiration date is 2021.

In addition to competing in the immunology market with STELARA®, the Company is currently marketing SIMPONI® (golimumab) and SIMPONI ARIA® (golimumab), next generation immunology products with remaining patent lives of up to six years. The Company also markets REMICADE® (infliximab) in the immunology market which is the Company's largest product. Patents on this product have expired and the Food and Drug Administration approved the first infliximab biosimilar for sale in the U.S. in 2016, and a number of such products have been launched since then. For a more extensive description of legal matters regarding the patents related to REMICADE®, see Note 21 "Legal Proceedings - Intellectual Property - Pharmaceutical - REMICADE® Related Cases" of the Notes to Consolidated Financial Statements included in Item 8 of this Report.

Trademarks

The Company's subsidiaries have made a practice of selling their products under trademarks and of obtaining protection for these trademarks by all available means. These trademarks are protected by registration in the U.S. and other countries where such products are marketed. The Company considers these trademarks in the aggregate to be of material importance in the operation of its businesses.

Seasonality

Worldwide sales do not reflect any significant degree of seasonality; however, spending has been heavier in the fourth quarter of each year than in other quarters. This reflects increased spending decisions, principally for advertising and research and development activity.

Competition

In all of their product lines, the Company's subsidiaries compete with companies both locally and globally. Competition exists in all product lines without regard to the number and size of the competing companies involved. Competition in research, both internally and externally sourced, involving the development and the improvement of new and existing products and processes, is particularly significant. The development of new and innovative products, as well as protecting the underlying intellectual property of the Company's product portfolio, is important to the Company's success in all areas of its business. The competitive environment requires substantial investments in continuing research. In addition, the development and maintenance of customer demand for the Company's consumer products involve significant expenditures for advertising and promotion.

Environment

The Company is subject to a variety of U.S. and international environmental protection measures. The Company believes that its operations comply in all material respects with applicable environmental laws and regulations. The Company's compliance with these requirements did not change during the past year, and is not expected to have a material effect upon its capital expenditures, cash flows, earnings or competitive position.

Regulation

The Company's businesses are subject to varying degrees of governmental regulation in the countries in which operations are conducted, and the general trend is toward increasingly stringent regulation. In the U.S., the drug, device and cosmetic industries have long been subject to regulation by various federal and state agencies, primarily as to product safety, efficacy, manufacturing, advertising, labeling and safety reporting. The exercise of broad regulatory powers by the U.S. Food and Drug Administration (the FDA) continues to result in increases in the amounts of testing and documentation required for FDA approval of new drugs and devices and a corresponding increase in the expense of product introduction. Similar trends are also evident in major markets outside of the U.S. The new medical device regulatory framework and the new privacy regulations in Europe are examples of such increased regulation.

The costs of human health care have been and continue to be a subject of study, investigation and regulation by governmental agencies and legislative bodies around the world. In the U.S., attention has been focused on drug prices and profits and programs that encourage doctors to write prescriptions for particular drugs, or to recommend, use or purchase particular medical devices. Payers have become a more potent force in the market place and increased attention is being paid to drug and medical device pricing, appropriate drug and medical device utilization and the quality and costs of health care generally.

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U.S. government agencies continue to implement the extensive requirements of the Patient Protection and Affordable Care Act (the ACA). These have both positive and negative impacts on the U.S. healthcare industry with much remaining uncertain as to how various provisions of the ACA, and potential modification or repeal of ACA provisions, will ultimately affect the industry.

The regulatory agencies under whose purview the Company operates have administrative powers that may subject it to actions such as product withdrawals, recalls, seizure of products and other civil and criminal sanctions. In some cases, the Company's subsidiaries may deem it advisable to initiate product recalls.

In addition, business practices in the health care industry have come under increased scrutiny, particularly in the U.S., by government agencies and state attorneys general, and resulting investigations and prosecutions carry the risk of significant civil and criminal penalties.

Further, the Company relies on global supply chains, and production and distribution processes, that are complex, are subject to increasing regulatory requirements, and may be faced with unexpected changes such as those resulting from Brexit, that may affect sourcing, supply and pricing of materials used in the Company's products. These processes also are subject to lengthy regulatory approvals.

Available Information

The Company's main corporate website address is *www.jnj.com.* All of the Company's SEC filings are also available on the Company's website at *www.investor.jnj.com/sec.cfm*, as soon as reasonably practicable after having been electronically filed or furnished to the SEC. All SEC filings are also available at the SEC's website at *www.sec.gov*. In addition, the written charters of the Audit Committee, the Compensation & Benefits Committee, the Nominating & Corporate Governance Committee, the Regulatory Compliance Committee and the Science, Technology & Sustainability Committee of the Board of Directors and the Company's Principles of Corporate Governance, Code of Business Conduct (for employees), Code of Business Conduct & Ethics for Members of the Board of Directors and Executive Officers, and other corporate governance materials, are available at *www.investor.jnj.com/gov.cfm* on the Company's website and will be provided without charge to any shareholder submitting a written request, as provided above. The information on the Company's website is not, and will not be deemed, a part of this Report or incorporated into any other filings the Company makes with the SEC.

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EXHIBIT 21(a)

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of October 12, 2021, is by and between JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation ("JJCI"), and CHENANGO ZERO LLC, a Texas limited liability company ("Chenango").

RECITALS

A. Currahee Holding Company Inc., a New Jersey corporation ("Currahee Holdco"), owns 100% of the issued and outstanding shares of capital stock of JJCI and 100% of the issued and outstanding membership interests in Chenango.

B. Currahee Holdco, JJCI and Chenango desire to effect the Merger (as defined below), pursuant to which JJCI will be merged with and into Chenango, the separate legal existence of JJCI will cease, Chenango will continue as the surviving entity and Currahee Holdco will continue to own 100% of the issued and outstanding membership interests in Chenango.

C. The board of directors of JJCI has (1) approved this Agreement, (2) directed that the officers of JJCI seek a written consent of Currahee Holdco, as the sole shareholder of JJCI, approving this Agreement (the "JJCI Sole Shareholder Consent"), and (3) recommended that Currahee Holdco, as the sole shareholder of JJCI, execute the JJCI Sole Shareholder Consent.

D. The board of managers of Chenango has (1) approved this Agreement, (2) directed that the officers of Chenango seek a written consent of Currahee Holdco, as the sole member of Chenango, approving this Agreement (the "Chenango Sole Member Consent"), and (3) recommended that Currahee Holdco, as the sole member of Chenango, execute the Chenango Sole Member Consent.

NOW, THEREFORE, in consideration of these premises and the mutual agreements set forth herein, JJCI and Chenango hereby agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger. Subject to the execution by Currahee Holdco of the JJCI Sole Shareholder Consent and the Chenango Sole Member Consent (collectively, "Shareholder/Member Approval"), on the terms set forth in this Agreement, and in accordance with Chapter 10 of the New Jersey Business Corporation Act (the "NJBCA") and Chapter 10 of the Texas Business Organizations Code (the "TBOC"), at the Effective Time (as defined in Section 1.2), JJCI will be merged with and into Chenango (the "Merger"), the separate existence of JJCI will cease, and Chenango will continue as the surviving entity (the "Surviving Entity").

1.2 Effective Time. JJCI and Chenango will cause the Merger to be effected by filing a certificate of merger in the form attached hereto as Exhibit A with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services (the "NJ Certificate of Merger") and a certificate of merger in the form attached hereto as Exhibit B with the Secretary of State of

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the State of Texas (the "TX Certificate of Merger" and, together with the NJ Certificate of Merger, the "Certificates of Merger"), in each case following Shareholder/Member Approval. The Merger will become effective at 10:00 a.m., Eastern Time/9:00 a.m., Central Time, on October 12, 2021 (the "Effective Time").

ARTICLE II
EFFECTS OF THE MERGER

2.1 Effects of the Merger. At the Effective Time, the effects of the Merger will be as provided in this Agreement, the Certificates of Merger and the applicable provisions of the NJBCA and TBOC. Without limiting the generality of the foregoing, at the Effective Time, all properties, rights, privileges and powers of JJCI and Chenango will vest in, and all liabilities and duties of JJCI and Chenango will attach to, the Surviving Entity. To the extent permitted by applicable law, at the Effective Time, any foreign qualifications to do business in all states where JJCI is registered to do business shall be transferred without interruption to the Surviving Entity.

2.2 Certificate of Formation; Limited Liability Company Agreement. The certificate of formation and limited liability company agreement of Chenango in effect immediately prior to the Effective Time will continue to be the certificate of formation and limited liability company agreement of the Surviving Entity from and after the Effective Time.

2.3 Managers and Officers. The managers and officers of Chenango immediately prior to the Effective Time will continue to be the managers and officers of the Surviving Entity from and after the Effective Time.

2.4 Effect of Merger on Capital Stock and Membership Interests. At the Effective Time, as a result of the Merger and without any action on the part of any person or entity:

(a) 100% of the shares of capital stock of JJCI issued and outstanding immediately prior to the Effective Time, all of which are owned by Currahee Holdco, will automatically be canceled without payment therefor and cease to exist; and

(b) 100% of the membership interests of Chenango issued and outstanding immediately prior to the Effective Time, all of which are owned by Currahee Holdco, will be converted into 100% of the membership interests of the Surviving Entity.

ARTICLE III
MISCELLANEOUS

3.1 Amendment. This Agreement may be amended at any time prior to the Effective Time with approval of the board of directors of JJCI and the board of managers of Chenango, subject to further approval by Currahee Holdco, as the sole shareholder of JJCI and the sole member of Chenango, to the extent required by applicable law. In the event that this Agreement is amended after the filing of the NJ Certificate of Merger, but prior to the Effective Time, a certificate of amendment of merger will be filed with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services in accordance with applicable law.

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3.2 Termination. This Agreement may be terminated and/or the Merger abandoned at any time prior to the Effective Time by written agreement of JJCI and Chenango, and, if any of the Certificates of Merger have been filed but the Effective Time has not occurred, by filing with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services an appropriate certificate to abandon the Merger and with the Secretary of State of the State of Texas a certificate of abandonment in accordance with Section 4.057 of the TBOC or, as applicable. In the event of termination of this Agreement and/or abandonment of the Merger, then this Agreement will be void and of no further force or effect without liability on the part of any person or entity.

3.3 Entire Agreement. This Agreement represents the entire agreement of JJCI and Chenango with respect to the subject matter of this Agreement and supersedes and replaces any prior agreement or understanding with respect to the subject matter of this Agreement.

3.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof, except to the extent that the Merger is necessarily governed by the NJBCA.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Copies of executed counterparts transmitted by facsimile, e-mail, portable document format or other electronic transmission service will be considered original executed counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

CHENANGO ZERO LLC, a Texas limited liability company

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

[Signature Page to Agreement and Plan of Merger by and between Johnson & Johnson Consumer Inc. and Chenango Zero LLC]

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EXHIBIT A

NJ Certificate of Merger

See attached.

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UMC-1 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services

Certificate of Merger/Consolidation

(Limited Liability Co.'s, Limited Partnerships & Partnerships)

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This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the New Jersey State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the State Treasurer's office.

1. Type of Filing (check one): ☑ Merger ☐ Consolidation
2. Name of Surviving Business Entity: Chenango Zero LLC
3. Address of the Surviving Business Entity: 199 Grandview Road, Skillman, NJ 08558
4. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name	Jurisdiction	Identification # Assigned by by Treasurer (if applicable)
Johnson & Johnson Consumer Inc.	New Jersey	5106246200
Chenango Zero LLC	Texas	_____

5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer):

   The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership. The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the Surviving Business Entity at the Service of Process address stated above.

6. Effective Date (see instructions): October 12, 2021 at 10:00 a.m. Eastern time

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger/consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

Signature	Name	Title	Date
	Michelle Goodridge	President of Chenango Zero LLC	
	Michelle Goodridge	President of Johnson & Johnson Consumer Inc.	

**Important Notes --New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation in not granted under the laws of the jurisdiction under which the other business entity was organized. Also, a merger/consolidation certificate may be filed pursuant to Title 42, 42:2A or 42:2C only if the surviving or resulting business entity is a limited partnership, limited liability company or partnership. Also, at least one participating business entity must be a limited partnership or limited liability company. If a for-profit domestic or foreign corporation participates or is the survivor, file the merger/consolidation pursuant to Title 14A. Title 15A corporations are not authorized to participate in mergers/consolidations involving LPs, LLCs, partnerships and for-profit corporations.

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EXHIBIT 21(b)

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JOHNSON & JOHNSON CONSUMER INC.

WRITTEN CONSENT IN LIEU OF A

MEETING OF THE SOLE SHAREHOLDER

October 12, 2021

The undersigned, being the sole shareholder (the "Sole Shareholder") of Johnson & Johnson Consumer Inc., a corporation organized and existing under the laws of the State of New Jersey (the "Corporation"), does hereby consent, pursuant to Section 14A:5-6(1) of the New Jersey Business Corporation Act (the "NJBCA"), to the adoption of the following resolutions with the same force and effect as if such resolutions had been adopted at a duly convened meeting of the Sole Shareholder.

Merger

WHEREAS, the Corporation desires to effect a merger of the Corporation (the "Merger") pursuant to which (1) the Corporation will merge with and into Chenango Zero LLC, a Texas limited liability company ("Chenango"), (2) the Corporation will cease to exist and (3) Chenango will continue to exist as the surviving entity, all in accordance with the NJBCA;

WHEREAS, the board of directors of the Corporation (the "Board") has (1) approved and adopted the Merger and the Agreement and Plan of Merger providing for the merger attached hereto as Exhibit A (the "Plan of Merger"), including the Certificate of Merger to be filed with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services attached thereto as Exhibit A and the Certificate of Merger to be filed with the Secretary of State of the State of Texas attached thereto as Exhibit B, (2) authorized and directed the officers of the Corporation to prepare and submit to the Sole Shareholder for its execution a written consent of the Sole Shareholder approving the Merger and the Plan of Merger and (3) recommended to the Sole Shareholder that it execute this written consent; and

WHEREAS, the Sole Shareholder has reviewed the Plan of Merger, including the attachments thereto, in its capacity as sole shareholder of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and the Plan of Merger, including the attachments thereto, be, and each of them hereby is, approved by the Sole Shareholder in all respects.

Electronic Signature

RESOLVED, that this Written Consent may be transmitted to the Corporation electronically, in which event the electronic signature shall have the same effect as an original signature.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first written above.

CURRAHEE HOLDING COMPANY INC.,
a New Jersey corporation

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

[Signature Page to Shareholder Consent of Johnson & Johnson Consumer Inc. (approving Plan of Merger)]

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EXHIBIT 21(c)

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CHENANGO ZERO LLC

WRITTEN CONSENT IN LIEU OF A

MEETING OF THE SOLE MEMBER

October 12, 2021

The undersigned, being the sole member (the "Sole Member") of Chenango Zero LLC, a limited liability company organized and existing under the laws of the State of Texas (the "Company"), does hereby consent, pursuant to Section 6.201 of the Texas Business Organizations Code (the "TBOC"), to the adoption of the following resolutions with the same force and effect as if such resolutions had been adopted at a duly convened meeting of the Sole Member.

Merger

WHEREAS, the Company desires to effect a merger of the Company (the "Merger") pursuant to which (1) Johnson & Johnson Consumer Inc., a New Jersey corporation ("JJCI"), will merge with and into the Company, (2) JJCI will cease to exist and (3) the Company will continue to exist as the surviving entity, all in accordance with the TBOC;

WHEREAS, the board of managers of the Company (the "Board") has (1) approved and adopted the Merger and the Agreement and Plan of Merger providing for the Merger attached hereto as Exhibit A (the "Plan of Merger"), including the Certificate of Merger to be filed with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services attached thereto as Exhibit A and the Certificate of Merger to be filed with the Secretary of State of the State of Texas attached thereto as Exhibit B, (2) authorized and directed the officers of the Company to prepare and submit to the Sole Member for its execution a written consent of the Sole Member approving the Merger and the Plan of Merger and (3) recommended to the Sole Member that it execute this written consent; and

WHEREAS, the Sole Member has reviewed the Plan of Merger, including the attachments thereto, in its capacity as sole member of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and the Plan of Merger, including the attachments thereto, be, and each of them hereby is, approved by the Sole Member in all respects.

Electronic Signature

RESOLVED, that this Written Consent may be transmitted to the Company electronically, in which event the electronic signature shall have the same effect as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first written above.

CURRAHEE HOLDING COMPANY INC. a New Jersey corporation

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

[Signature Page to Member Consent of Chenango Zero LLC]

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EXHIBIT A

Plan of Merger

See attached.

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of October 12, 2021, is by and between JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation ("JJCI"), and CHENANGO ZERO LLC, a Texas limited liability company ("Chenango").

RECITALS

A. Currahee Holding Company Inc., a New Jersey corporation ("Currahee Holdco"), owns 100% of the issued and outstanding shares of capital stock of JJCI and 100% of the issued and outstanding membership interests in Chenango.

B. Currahee Holdco, JJCI and Chenango desire to effect the Merger (as defined below), pursuant to which JJCI will be merged with and into Chenango, the separate legal existence of JJCI will cease, Chenango will continue as the surviving entity and Currahee Holdco will continue to own 100% of the issued and outstanding membership interests in Chenango.

C. The board of directors of JJCI has (1) approved this Agreement, (2) directed that the officers of JJCI seek a written consent of Currahee Holdco, as the sole shareholder of JJCI, approving this Agreement (the "JJCI Sole Shareholder Consent"), and (3) recommended that Currahee Holdco, as the sole shareholder of JJCI, execute the JJCI Sole Shareholder Consent.

D. The board of managers of Chenango has (1) approved this Agreement, (2) directed that the officers of Chenango seek a written consent of Currahee Holdco, as the sole member of Chenango, approving this Agreement (the "Chenango Sole Member Consent"), and (3) recommended that Currahee Holdco, as the sole member of Chenango, execute the Chenango Sole Member Consent.

NOW, THEREFORE, in consideration of these premises and the mutual agreements set forth herein, JJCI and Chenango hereby agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger. Subject to the execution by Currahee Holdco of the JJCI Sole Shareholder Consent and the Chenango Sole Member Consent (collectively, "Shareholder/Member Approval"), on the terms set forth in this Agreement, and in accordance with Chapter 10 of the New Jersey Business Corporation Act (the "NJBCA") and Chapter 10 of the Texas Business Organizations Code (the "TBOC"), at the Effective Time (as defined in Section 1.2), JJCI will be merged with and into Chenango (the "Merger"), the separate existence of JJCI will cease, and Chenango will continue as the surviving entity (the "Surviving Entity").

1.2 Effective Time. JJCI and Chenango will cause the Merger to be effected by filing a certificate of merger in the form attached hereto as Exhibit A with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services (the "NJ Certificate of Merger") and a certificate of merger in the form attached hereto as Exhibit B with the Secretary of State of

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the State of Texas (the "TX Certificate of Merger" and, together with the NJ Certificate of Merger, the "Certificates of Merger"), in each case following Shareholder/Member Approval. The Merger will become effective at 10:00 a.m., Eastern Time/9:00 a.m., Central Time, on October 12, 2021 (the "Effective Time").

ARTICLE II
EFFECTS OF THE MERGER

2.1 Effects of the Merger. At the Effective Time, the effects of the Merger will be as provided in this Agreement, the Certificates of Merger and the applicable provisions of the NJBCA and TBOC. Without limiting the generality of the foregoing, at the Effective Time, all properties, rights, privileges and powers of JJCI and Chenango will vest in, and all liabilities and duties of JJCI and Chenango will attach to, the Surviving Entity. To the extent permitted by applicable law, at the Effective Time, any foreign qualifications to do business in all states where JJCI is registered to do business shall be transferred without interruption to the Surviving Entity.

2.2 Certificate of Formation; Limited Liability Company Agreement. The certificate of formation and limited liability company agreement of Chenango in effect immediately prior to the Effective Time will continue to be the certificate of formation and limited liability company agreement of the Surviving Entity from and after the Effective Time.

2.3 Managers and Officers. The managers and officers of Chenango immediately prior to the Effective Time will continue to be the managers and officers of the Surviving Entity from and after the Effective Time.

2.4 Effect of Merger on Capital Stock and Membership Interests. At the Effective Time, as a result of the Merger and without any action on the part of any person or entity:

(a) 100% of the shares of capital stock of JJCI issued and outstanding immediately prior to the Effective Time, all of which are owned by Currahee Holdco, will automatically be canceled without payment therefor and cease to exist; and

(b) 100% of the membership interests of Chenango issued and outstanding immediately prior to the Effective Time, all of which are owned by Currahee Holdco, will be converted into 100% of the membership interests of the Surviving Entity.

ARTICLE III
MISCELLANEOUS

3.1 Amendment. This Agreement may be amended at any time prior to the Effective Time with approval of the board of directors of JJCI and the board of managers of Chenango, subject to further approval by Currahee Holdco, as the sole shareholder of JJCI and the sole member of Chenango, to the extent required by applicable law. In the event that this Agreement is amended after the filing of the NJ Certificate of Merger, but prior to the Effective Time, a certificate of amendment of merger will be filed with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services in accordance with applicable law.

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3.2 Termination. This Agreement may be terminated and/or the Merger abandoned at any time prior to the Effective Time by written agreement of JJCI and Chenango, and, if any of the Certificates of Merger have been filed but the Effective Time has not occurred, by filing with the New Jersey Department of the Treasury, Division of Revenue and Enterprise Services an appropriate certificate to abandon the Merger and with the Secretary of State of the State of Texas a certificate of abandonment in accordance with Section 4.057 of the TBOC or, as applicable. In the event of termination of this Agreement and/or abandonment of the Merger, then this Agreement will be void and of no further force or effect without liability on the part of any person or entity.

3.3 Entire Agreement. This Agreement represents the entire agreement of JJCI and Chenango with respect to the subject matter of this Agreement and supersedes and replaces any prior agreement or understanding with respect to the subject matter of this Agreement.

3.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof, except to the extent that the Merger is necessarily governed by the NJBCA.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Copies of executed counterparts transmitted by facsimile, e-mail, portable document format or other electronic transmission service will be considered original executed counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation

By: _____
Name: Michelle Goodridge
Title: President

CHENANGO ZERO LLC, a Texas limited liability company

By: _____
Name: Michelle Goodridge
Title: President

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EXHIBIT A

NJ Certificate of Merger

See attached.

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UMC-1 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services

Certificate of Merger/Consolidation

(Limited Liability Co.'s, Limited Partnerships & Partnerships)

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This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the New Jersey State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the State Treasurer's office.

1. Type of Filing (check one): ☑ Merger ☐ Consolidation
2. Name of Surviving Business Entity: Chenango Zero LLC
3. Address of the Surviving Business Entity: 199 Grandview Road, Skillman, NJ 08558
4. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Johnson & Johnson Consumer Inc.	New Jersey	5106246200
Chenango Zero LLC	Texas	

5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer):

   The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership. The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the Surviving Business Entity at the Service of Process address stated above.

6. Effective Date (see instructions): October 12, 2021 at 10:00 a.m. Eastern time

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger/consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

Signature	Name	Title	Date
	Michelle Goodridge	President of Chenango Zero LLC	
	Michelle Goodridge	President of Johnson & Johnson Consumer Inc.	

**Important Notes --New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation in not granted under the laws of the jurisdiction under which the other business entity was organized. Also, a merger/consolidation certificate may be filed pursuant to Title 42, 42:2A or 42:2C only if the surviving or resulting business entity is a limited partnership, limited liability company or partnership. Also, at least one participating business entity must be a limited partnership or limited liability company. If a for-profit domestic or foreign corporation participates or is the survivor, file the merger/consolidation pursuant to Title 14A. Title 15A corporations are not authorized to participate in mergers/consolidations involving LPs, LLCs, partnerships and for-profit corporations.

EXHIBIT B

TX Certificate of Merger

See attached.

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CERTIFICATE OF MERGER

OF

JOHNSON & JOHNSON CONSUMER INC.

WITH AND INTO

CHENANGO ZERO LLC

(Texas)

October 12, 2021

This CERTIFICATE OF MERGER is being duly executed and filed by the undersigned to effect the merger of JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation ("JJCI"), and CHENANGO ZERO LLC, a Texas limited liability company ("Chenango"), pursuant to Chapters 4 and 10 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certify the following information in connection with the merger of JJCI with and into Chenango (the "Merger"):

Merging Entity Information

1. JJCI is a corporation. It is operated under the laws of the State of New Jersey. The file number with the Texas Secretary of State is 4425906. Its principal place of business is 199 Grandview Road, Skillman, NJ 08558. JJCI will not survive the Merger.

2. Chenango is a limited liability company. It is organized under the laws of the State of Texas. Its principal place of business is 199 Grandview Road, Skillman, NJ 08558. Chenango will survive the Merger.

Plan of Merger

3. In lieu of providing the plan of merger providing for the Merger (the "Plan of Merger"), Chenango certifies that:

(a) A signed Plan of Merger is on file at the principal place of business of Chenango, and the address of such principal place of business is provided in this Certificate of Merger.

(b) On written request, a copy of the Plan of Merger will be furnished without cost by Chenango to any owner or member of any domestic entity that is a party to the Plan of Merger.

(c) No amendments to the certificate of formation of Chenango will be effected by the Merger.

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Approval of Plan of Merger

4. The Plan of Merger has been approved as required by the laws of the jurisdiction of formation of each entity that is party to the Merger and by the governing documents of those entities.

Effectiveness of Filing

5. This Certificate of Merger and the Merger will be effective as of 9:00 a.m. Central Time, on October 12, 2021.

Tax Certificate

6. In lieu of the Company providing a tax certificate from the Texas Comptroller of Public Accounts, Chenango will be liable for the payment of any franchise taxes of JJCI required in the State of Texas.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the undersigned has executed this Certificate of Merger as of the date first written above.

JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation

By: _____
Name: Michelle Goodridge
Title: President

CHENANGO ZERO LLC, a Texas limited liability company

By: _____
Name: Michelle Goodridge
Title: President

[Signature Page to TX Certificate of Merger of Johnson & Johnson Consumer Inc. with and into Chenango Zero LLC]

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EXHIBIT 21(d)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

ELECTRONICALLY FILED - 2024 Jun 28 1:24 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4004072

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a filing instrument merging

Chenango Two LLC
Domestic Limited Liability Company (LLC)
[File Number: 804270871]

Into

Currahee Holding Company Inc.
Foreign For-Profit Corporation
New Jersey, USA
[Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Deputy Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 10/12/2021

Effective: 10/12/2021 11:00 am

Jose A. Esparza
Deputy Secretary of State

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FILED
In the Office of the
Secretary of State of Texas
OCT 12 2021
Corporations Section

CERTIFICATE OF MERGER

OF

CHENANGO TWO LLC

WITH AND INTO

CURRAHEE HOLDING COMPANY INC.

(Texas)

October 12, 2021

This CERTIFICATE OF MERGER is being duly executed and filed by the undersigned to effect the merger of CURRAHEE HOLDING COMPANY INC., a New Jersey corporation ("Currahee Holdco"), and CHENANGO TWO LLC, a Texas limited liability company ("Chenango Two"), pursuant to Chapters 4 and 10 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certify the following information in connection with the merger of Chenango Two with and into Currahee Holdco (the "Merger"):

Merging Entity Information

1. Currahee Holdco is a corporation. It is incorporated under the laws of the State of New Jersey. Its principal place of business is 199 Grandview Road, Skillman, New Jersey 08558. Currahee Holdco will survive the Merger and, pursuant to the Plan of Merger, the name of the surviving entity will be "Johnson & Johnson Consumer Inc."

2. Chenango Two is a limited liability company. It is organized under the laws of the State of Texas. Its principal place of business is 199 Grandview Road, Skillman, New Jersey 08558. Chenango Two will not survive the Merger.

Plan of Merger

3. In lieu of providing the plan of merger providing for the Merger (the "Plan of Merger"), Currahee Holdco certifies that:

(a) A signed Plan of Merger is on file at the principal place of business of Currahee Holdco, and the address of such principal place of business is provided in this Certificate of Merger.

(b) On written request, a copy of the Plan of Merger will be furnished without cost by Currahee Holdco to any owner or member of any domestic entity that is a party to the Plan of Merger.

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Approval of Plan of Merger

4. The Plan of Merger has been approved as required by the laws of the jurisdiction of formation of each entity that is party to the Merger and by the governing documents of those entities.

Effectiveness of Filing

5. This Certificate of Merger and the Merger will be effective as of 11:00 a.m. Central Time, on October 12, 2021.

Tax Certificate

6. In lieu of the Company providing a tax certificate from the Texas Comptroller of Public Accounts, Currahee Holdco will be liable for the payment of any franchise taxes of Chenango Two required in the State of Texas.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the undersigned has executed this Certificate of Merger as of the date first written above.

CURRAHEE HOLDING COMPANY INC., a New Jersey corporation

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

CHENANGO TWO LLC, a Texas limited liability company

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

[Signature Page to TX Certificate of Merger of Chenango Two LLC with and into Currahee Holding Company Inc.]

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EXHIBIT 21(e)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John B. Scott
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

JOHNSON & JOHNSON CONSUMER INC.
Filing Number: 4425906

Certificate of Merger

October 12, 2021

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 10, 2021.

John B. Scott
Secretary of State

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FILED
In the Office of the
Secretary of State of Texas
OCT 12 2021
Corporations Section

CERTIFICATE OF MERGER

OF

JOHNSON & JOHNSON CONSUMER INC.

WITH AND INTO

CHENANGO ZERO LLC

(Texas)

October 12, 2021

This CERTIFICATE OF MERGER is being duly executed and filed by the undersigned to effect the merger of JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation ("JJCI"), and CHENANGO ZERO LLC, a Texas limited liability company ("Chenango"), pursuant to Chapters 4 and 10 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certify the following information in connection with the merger of JJCI with and into Chenango (the "Merger"):

Merging Entity Information

1. JJCI is a corporation. It is operated under the laws of the State of New Jersey. The file number with the Texas Secretary of State is 4425906. Its principal place of business is 199 Grandview Road, Skillman, NJ 08558. JJCI will not survive the Merger.

2. Chenango is a limited liability company. It is organized under the laws of the State of Texas. Its principal place of business is 199 Grandview Road, Skillman, NJ 08558. Chenango will survive the Merger.

Plan of Merger

3. In lieu of providing the plan of merger providing for the Merger (the "Plan of Merger"), Chenango certifies that:

(a) A signed Plan of Merger is on file at the principal place of business of Chenango, and the address of such principal place of business is provided in this Certificate of Merger.

(b) On written request, a copy of the Plan of Merger will be furnished without cost by Chenango to any owner or member of any domestic entity that is a party to the Plan of Merger.

(c) No amendments to the certificate of formation of Chenango will be effected by the Merger.

1521310784

Approval of Plan of Merger

4. The Plan of Merger has been approved as required by the laws of the jurisdiction of formation of each entity that is party to the Merger and by the governing documents of those entities.

Effectiveness of Filing

5. This Certificate of Merger and the Merger will be effective as of 9:00 a.m. Central Time, on October 12, 2021.

Tax Certificate

6. In lieu of the Company providing a tax certificate from the Texas Comptroller of Public Accounts, Chenango will be liable for the payment of any franchise taxes of JJCI required in the State of Texas.

[*Signature Page Follows*]

ELECTRONICALLY FILED - 2024 Jun 28 1:24 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4004072

IN WITNESS WHEREOF, each of the undersigned has executed this Certificate of Merger as of the date first written above.

JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation

By: Michelle W Goodridge.

Name: Michelle Goodridge
Title: President

CHENANGO ZERO LLC, a Texas limited liability company

By: Michelle W Goodridge

Name: Michelle Goodridge
Title: President

[Signature Page to TX Certificate of Merger of Johnson & Johnson Consumer Inc. with and into Chenango Zero LLC]

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EXHIBIT 22

STATE OF SOUTH CAROLINA	:	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	:	FOR THE FIFTH JUDICIAL CIRCUIT
ANGELA HOOD,	:	
Individually and as	:	
Personal Representative	:	
of the Estate of	:	
MARY B. McBRAYER,	:	
Plaintiffs,	:	C/A No.
v.	:	2020-CP-10-3946
ACME MARKETS, INC.,	:	
et al.	:	
Defendants.	:	VOLUME II

CERTIFIED ORIGINAL

Video-Recorded Deposition of

JOHNSON & JOHNSON,

through its designated representative

ED KUFFNER, MD

Via Zoom Videoconferencing

Thursday, November 9, 2023

9:47 a.m.

Reported by:

Adam D. Miller, Registered Professional Reporter

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APPEARANCES:

On Behalf of Plaintiff:

JESSICA DEAN, ESQUIRE
jdean@dobslegal.com
and MARK J. BUHA, ESQUIRE
mbuha@dobslegal.com
DEAN OMAR BRANHAM SHIRLEY, LLP
302 North Market Street, Suite 300
Dallas, Texas 75202
214.722.5990

On Behalf of Johnson & Johnson:

RICHARD T. BERNARDO, ESQUIRE
richard.bernardo@skadden.com
and ANDREW M. KARP, ESQUIRE
andrew.karp@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Manhattan West
New York, New York 10001
212.735.3000

On Behalf of Acme Markets, Albertson s, WinnDixie and Southeaster Grocers:

AMELIA WARING, ESQUIRE
AWaring@maynardnexsen.com
MAYNARD NEXSEN PC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
803.771.8900

- - - - -

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DEPONENT: JOHNSON & JOHNSON,
through its designated representative
ED KUFFNER, MD

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THE VIDEOGRAPHER: We are now on the record. The date today is November 9th, 2023. And the time is approximately 9:47 a.m. This is the continued videotaped deposition of Johnson & Johnson through Dr. Edward Kuffner. The witness has previously been sworn in.

Counsel, you may proceed.

BY ATTORNEY BUHA:

Q Hi, Dr. Kuffner. This is Mark Buha on behalf of the plaintiffs. I'm going to be jumping in on a couple topics. And then Jessica will be returning a little bit later, this afternoon or something like that.

Dr. Kuffner, you understand this is the second day of your deposition in a case with the caption named McBrayer case; correct?

A I understand that, yes.

Q And you are testifying today, not as Dr. Edwin Kuffner, but as the corporate representative or the corporate designee for Johnson & Johnson and LTL Management, LLC; is that correct?

A Correct.

Q And I mentioned the McBrayer case.

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But you understand that this deposition may be used in other cases, including potentially played at a trial; correct?

A I understand it may be played at a trial; yes.

Q And you were asked to be prepared to discuss a handful of topics in the deposition notice on behalf of Johnson & Johnson and LTL Management, LLC; correct?

ATTORNEY BERNARDO: Object to the form. I'm sorry to interject. I may be incorrect, but I thought the notice was for defendant Johnson & Johnson. And we certainly agreed that this could get used for others. And Jessica and I have an agreement. But the notice, just so that we're clear here, the notice that I have is just for Johnson & Johnson.

ATTORNEY BUHA: Okay.

ATTORNEY DEAN: Rich, can we go off the record?

ATTORNEY BERNARDO: Sure.

THE VIDEOGRAPHER: Sorry. I was muted. The time is approximately 9:49, and we are off the record.

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(Discussion held off the record.)

THE VIDEOGRAPHER: The time is approximately 9:53. We are back on the record.

Counsel, you may proceed.

ATTORNEY BERNARDO: So I just want to state for the record that Ms. Dean and I have conferred and -- Ms. Dean and I have reached and have reached in advance of this deposition an agreement that will speak for itself. And we can annex that to this deposition with respect to proceeding on depositions on Johnson & Johnson and LTL.

And Mr. Kuffner can and will agree to appear here today on behalf of both entities. However, procedurally, since the notice was just to Johnson & Johnson, to make sure that the record is clear, Ms. Dean has agreed to amend the notice. And we will annex that also to the deposition. And we will agree that that amended notice is the operative notice for purposes of this deposition.

Jessica, have I stated that

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accurately and do you agree?

ATTORNEY DEAN: Yes. So, and, also, just for clarity of the record, Exhibit 1.1 will be the amended notices. And Exhibit A will be the agreement. Thank you.

(Exhibit 1.1 was marked for identification.)

(Exhibit A was marked for identification.)

ATTORNEY BERNARDO: All right. Question 2.

ATTORNEY BUHA: Okay. And I think Richard brought up a point that I want to clarify.

BY ATTORNEY BUHA:

Q You are appearing today on behalf of both Johnson & Johnson and LTL; correct?

A Correct.

Q Okay. And today, just for purposes of simplicity, I'm going ask you -- when I ask you questions, will you be answering on behalf of both Johnson & Johnson and LTL unless either my question calls for you to answer on behalf of only one or the other entity or in your personal

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capacity; or, B, you decide that you can only answer on behalf of one of those entities?
A Yes, that's fair.
ATTORNEY BERNARDO: And, again, I'm sorry to keep interrupting here, but I just want the record to be clear. Would you confirm that LTL is a defendant in this case? I recognize this deposition is being taken for multiple cases, and I wouldn't object to Dr. Kuffner appearing. But I just want to make sure that if LTL is not a defendant in the case in which this deposition --
ATTORNEY BUHA: And that is something that I will need to double-check and confirm. But I believe that, as Jessica referred earlier, that I think subsequent to the notice coming out, there was some action that was taken that brought LTL into the case.
ATTORNEY BERNARDO: Again, this is all being taken also in connection with the agreement. But I just want the record to be very clear because, obviously, we wouldn't agree to tender a witness for LTL

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in a case in which they were not a defendant.
ATTORNEY BUHA: Understood.
BY ATTORNEY BUHA:
Q And I believe the exhibit that we left off on after the first day of the deposition was Exhibit 29 and we're picking up on Exhibit 30. And so all I'll mark the exhibit -- I'm sorry -- the date of October 25th of 2023. We'll do the first --
A Where are these exhibits again?
ATTORNEY BERNARDO: They're on the chat.
THE WITNESS: On the chat. It's coming up on the screen. Okay.
BY ATTORNEY BUHA:
Q Yeah. So we will be marking this as Exhibit 30. And you see this is the notice for the second day of your deposition in the case caption of McBrayer; correct?
A Correct.
(Exhibit 30 was marked for identification.)
BY ATTORNEY BUHA:
Q And one of the topics that you are to

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discuss today is identify and discuss where you disagree or agree with the sworn statements of prior corporate representatives or personal -- I think that should be --
A Personnel.
ATTORNEY BERNARDO: Personal.
THE WITNESS: I'm not hearing anything more. Is there...
BY ATTORNEY BUHA:
Q Yeah. I just asked: Is that correct?
A Yes, that's correct.
Q And are you prepared to discuss that topic on behalf of Johnson & Johnson and LTL today?
A Yes.
Q The first question I have is: Johnson & Johnson corporate in New Brunswick made all the health and safety policy decisions with regard to asbestos in talc products; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: That's not correct. It really depends upon the timeframe.

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BY ATTORNEY BUHA:
Q Okay. And this is what I anticipated would be one of those areas of disagreement. I'm going to pull up the deposition -- this will be dated July 22nd, 2019.
You have reviewed some testimony of Dr. John Hopkins; correct?
A Correct.
Q And Dr. Hopkins served in the role that you're serving in today for -- as the corporate representative for Johnson & Johnson and a different entity, Johnson & Johnson Consumer, Inc., in some cases in, oh, prior to the pandemic, in, I guess, in the 2010s; correct?
A I know that he served as a corporate representative. In terms of the specific entities that he was representing, that's not something that I specifically looked at. I don't remember, also, off the top of my head the exact timeframe. But I believe it was, you know, prior to the pandemic.
Q And you've read -- about how many deps of Dr. Hopkins have you reviewed as of today, November 9th of 2023?

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A Five, six, seven. I believe somewhere in there. It's not something that I added up.
Q Fair enough. We will mark this as Exhibit, Exhibit 31.
(Exhibit 31 was marked for identification.)
BY ATTORNEY BUHA:
Q And this was, as identified earlier, the transcript of Dr. Hopkins on July 22nd of 2019. And when Dr. Hopkins was testifying, he was testifying as the corporation, Johnson & Johnson, and not in his personal capacity; correct?
A That's my understanding.
Q Okay. And you understand that he, like you, he swore under oath to tell the whole truth and nothing but the truth?
A Yes, I understand that.
Q Okay. And I'm pulling up page 20, line 11.
A I can see it.
Q Okay. And I'll pull up so you can see that this is Dr. Hopkins. You can see this is on page, I guess, first, page 12, lines 11 to

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17?
A Yes.
Q And you're aware that [inaudible] Dr. John Hopkins?
A Yes.
THE COURT REPORTER: Mark, you broke up for me. Can you repeat your question.
(Discussion held off the stenographic record.)
BY ATTORNEY BUHA:
Q So -- and you can see here at page 12 that this is the testimony of Dr. Hopkins; correct?
A Correct.
Q And you see that at lines 14 to 17 on page 12, that he's testifying as the corporate representative for Johnson & Johnson and Johnson & Johnson Consumer, Inc., in this transcript; correct?
A Correct.
Q And going back to page 20, line 11:
"Question: Johnson & Johnson corporate in New Brunswick made all health and safety policy decisions with regard to asbestos in talc products; correct?

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"Answer: Yes. The company in New Jersey is the parent company for all the global companies, made those decisions, yes."
Did I read that correctly?
A You did.
Q And that's not your testimony today; is that correct?
A It's not my testimony based upon certain time periods. And even Dr. Hopkins, I believe further in this transcript, also clarified that.
Q Okay. And today you're testifying as Johnson & Johnson and LTL; correct?
A Correct.
Q And so Johnson & Johnson testified that Johnson & Johnson corporate in New Brunswick made the policy decisions regarding talc and asbestos. And Johnson & Johnson today is not offering that testimony; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: That's not correct. What I said was that's what he said in that part of the deposition. In other parts of the deposition where he's asked a

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question, he further clarifies. And so I don't believe I'm saying anything different.
But because we're having this conversation, I want to make sure that it's crystal clear, you know, what the company's position is.
BY ATTORNEY BUHA:
Q Okay. And you understand that Dr. Hopkins, when testifying on behalf of Johnson & Johnson, offered that testimony on multiple occasions?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: If you want to show me other documents, I'm happy to review them. But I know that it was further clarified. Whether it was this transcript -- I've seen other transcripts that -- you really need to understand the time period of when, of when this occurred and who was making decisions.
ATTORNEY BUHA: Okay. So I will mark this as Exhibit 32.
(Exhibit 32 was marked for

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said the cutoff date was 1979, it's Johnson & Johnson's testimony today that after January of 1979, it was the consumer sector that was making the health and policy decisions with respect to asbestos in talc; is that correct?

A No. What I'm saying, it's around that 1979 timeframe. I don't know whether it was -- I don't recall off the top my head it was exactly January. But when the talc product was transferred over to the consumer sector or entities that eventually became the consumer sector, that's when the consumer sector was making health and safety decisions. So it was around that 1979 timeframe.

Q Okay. And a second thing I wanted to clarify with you is that you use the phrase "the consumer sector"; correct?

A Correct.

Q Okay. And I will, for simplicity's sake, I will refer to 2015 and onward -- well, maybe we can make it even simpler. When was it -- was it 2017 you became the chief medical officer for the --

A JJCI.

Q -- the consumer sector?

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A Yes. Correct.

Q Okay. And the consumer sector included multiple corporate entities; correct?

A I believe it did include multiple corporate entities, yes.

Q Okay.

(Technical difficulties.)

(Discussion held off the record.)

BY ATTORNEY BUHA:

Q Johnson & Johnson Consumer, Inc., was only one of multiple corporate entities under your purview as chief medical officer of the consumer sector of Johnson & Johnson family of companies; correct?

A So what I would say is I didn't specifically prepare for this deposition -- I didn't understand that that's something you wanted to talk about -- all the different entities and legal entities and how they were all set up.

But what I can say is, as the chief medical officer for Consumer, I and my team had responsibility for all of the products that were sold globally by, if you want to say, any consumer entity. But I don't know -- and it's

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not something I prepared for to understand all the different consumer entities globally. I'm just trying to simplify, if that makes sense to you.

Q I appreciate that. And I -- my question is very limited. I'm not asking you to identify each corporate entity.

Can you agree that Johnson & Johnson Consumer, Inc., was just one among other corporate entities that were under your purview as chief medical officer for the consumer sector of the Johnson & Johnson family of companies?

A Again, I'm not trying to be -- I'm not trying to disagree. I just, I haven't looked into all of the different consumer entities. I believe there were multiple different entities under the consumer sector, but it's not something I've ever researched. I don't want to testify incorrectly.

So I believe there were multiple consumer entities. It's not something that I specifically researched. What was most important to me, as the chief medical officer, that we had purview for all the products, no matter how they were categorized, if you want to

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say, on a business basis based upon entities.

Does that make sense?

ATTORNEY BUHA: Respectfully, I move to strike the nonresponsive portions.

One moment. Just pulling up a document.

Okay. I will mark this as Exhibit 33. And this is dated in the Dropbox June 26 of 2017.

(Exhibit 33 was marked for identification.)

ATTORNEY BUHA: And I will pull it up in just one second.

BY ATTORNEY BUHA:

Q Okay. I think this is Exhibit -- yeah, Exhibit 33. First, are you familiar with -- well, with this document?

A Yeah. I've seen it before, and I generally understand the SOP that relates to Consumer Medical Safety Council, yes.

Q You see the date at the top. It says the effective date is June 26 of 2017?

A Correct.

Q And it does give a superseded date of June 28 of 2018?

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A Yes.
Q And when did you become the chief medical officer?
A I believe it was June of 2017.
Q Okay. And so it says here under one point of purpose, This standard operating procedure describes how the Johnson & Johnson Family of Consumer Companies (JJFCC) Medical Safety Council (Consumer MSC) is constituted, how it operates, and how it relates to other safety governance bodies.
Did I read that correctly?
A Yes.
Q And so this identifies a Johnson & Johnson Family of Consumer Companies that would be under the purview of the Office of Consumer Medical Safety; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: If you're saying under the purview, like, all the products that consumer marketed were under the purview of the safety team and the Medical Safety Council, if that answers your question.

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BY ATTORNEY BUHA:
Q I will rephrase. My question's very limited. This is about Family of Consumer Companies, not products.
This standard operating procedure describes how there are multiple companies or a family of consumer companies that would be under the purview of the Medical Safety Council; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I think this is, this is -- they were saying the same thing. This is saying that the Medical Safety Council essentially has, has oversight for -- if you want to say all, all the companies that would make up the consumer sector.
BY ATTORNEY BUHA:
Q Okay. And you would agree that -- that Consumer, Inc., is not coextensive with the consumer sector of Johnson & Johnson?
ATTORNEY BERNARDO: Wait. Mark, please start over again. You got a little cut off. It always happens; you get cut

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off as you're saying the entity.
ATTORNEY BUHA: I know. And we got to be -- I know the importance of the precision on the entities.
BY ATTORNEY BUHA:
Q You would agree that Johnson & Johnson Consumer, Inc., is not coextensive with the consumer sector of the Johnson & Johnson family of companies; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I don't understand what "coextensive" means. Is that a legal term? I'm not familiar with that term.
BY ATTORNEY BUHA:
Q Okay. I can rephrase it.
It would be incorrect to use Johnson & Johnson Consumer, Inc., and the consumer sector of Johnson & Johnson interchangeably; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I think this is where you maybe were talking about legal entities and how the lawyers and business

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people who set up these entities would use the terms. That may be correct, and that's not something I have researched.
If you want to talk about how on a daily basis I use different terms or people on the safety team use different terms, we just understood we had responsibility for all of the products. And people were not, I don't think, if you want to say, careful with using terms that today people want to talk about in legal aspects in terms of different entities. And so it's generally my understanding that there were different companies that made up the consumer sector.
But as I said, it's not something I researched. I don't feel comfortable testifying on behalf of the company when it comes to legal entities because that's not something that I specifically understood I was going to be testifying to.
BY ATTORNEY BUHA:
Q Okay. I want to follow up on a couple things you said there. But, first, I

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want to establish -- and this is, you know, helpful to know. And I appreciate your answer.
I am correct that the identity of the separate legal entities that would be part of the Johnson & Johnson consumer segment is not something that you're prepared to talk about today; is that fair?
A That's correct.
Q Okay. Another thing that you said and I want to clarify, you mentioned that those working on the Medical Safety Council were more concerned -- and I'm paraphrasing, and correct me if I'm wrong -- were concerned with the safety of the products and were not concerned with the particular legal entities as to which one was selling which product. Is that a fair, broad characterization?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: That is fair. We were concerned with the product and patient safety and left the legal entities to someone else.
BY ATTORNEY BUHA:
Q Okay. And in that role on the

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Medical Safety Council, you could be performing work on behalf of or that would impact multiple -- potentially impact multiple legal entities; correct?
ATTORNEY BERNARDO: Objection --
BY ATTORNEY BUHA:
Q Under Johnson & Johnson Consumer.
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I'd just go back to there likely were multiple companies, is my general understanding of -- within the consumer sector. We would make decisions based upon products and patient safety.
And so if those products were being sold by different legal entities, then we would be making decisions on behalf of multiple entities but all within the consumer sector.
BY ATTORNEY BUHA:
Q Let me jump to another area. You testified in the bankruptcy proceedings in approximately -- about two years, on October 30th of 2021; is that correct?
A I did testify. I don't remember the

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exact date. But I testified in the bankruptcy proceedings.
Q Okay. Would you agree that you do not have personal knowledge of any interaction between Johnson & Johnson corporate and Johnson & Johnson Consumer, Inc., prior to employment by the Johnson & Johnson Consumer group of companies?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I would say I don't have personal knowledge of that prior to me being employed by the company. That's speaking on behalf of Ed, Ed Kuffner, the individual.
BY ATTORNEY BUHA:
Q Exactly. I'll ask one more question of Ed Kuffner or Dr. Kuffner: You would agree that prior to 2006, you do not have any personal knowledge of the interactions and relationships between Johnson & Johnson corporate and Johnson & Johnson Consumer, Inc.; correct?
A Correct.
ATTORNEY BERNARDO: Object to the form of the question.

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THE WITNESS: Correct; speaking on behalf of me personally, Dr. Ed Kuffner.
BY ATTORNEY BUHA:
Q And to clarify, at -- in your capacity as, personal capacity as Dr. Kuffner and not Johnson & Johnson, you would agree that prior to 2006, you have no personal knowledge of who or which entity or entities was making health and policy decisions with respect to asbestos in talc products; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: Speaking on behalf of myself, prior to joining the company, I didn't have that knowledge.
BY ATTORNEY BUHA:
Q And you joined Johnson & Johnson in 2006; is that correct?
A January 2006; correct.
Q And it would be correct to say that your ability to testify as a corporate designee for Johnson & Johnson and LTL for any time period prior to 2006 comes from your review of documents and speaking to former employees and other investigation; correct?

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employees. And I spoke with them as well.
Q Okay. So you spoke to -- on this particular topic, you have spoke to both current and former employees; correct?
A Correct.
Q Okay. And can you identify those employees that you recall today on this -- that you spoke to on this particular topic?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: So if you want to say -- if the question is, like, who's making health and safety decisions within the, for consumer sector products, you know, when I first got -- when I first got to the company, I spoke with people who worked in -- I worked in medical affairs at the time and was involved in some of the safety decision-making with the safety team. But I spoke with people who were in the safety team at the time.
And that would have been a woman by the name of Sandy Schoenewald, who was working in safety. There was a woman by the name of Leslie Bloom who was working

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in safety.
The VP at the time who had responsibility for safety was Steve Silver. I spoke with him. I've had multiple conversations over the years with Dr. Tony -- Dr. Silver was a physician. I spoke with Dr. Tony Temple, who had worked in the company back into the, I believe in the '70s, '80s timeframe.
So the -- if you want to talk -- that's when I first got to the company in 2006, to try to understand how are decisions being made.
Shortly after I got to the company, multiple safety topics would come up. Safety topics come up, you know, on a weekly basis. And it just became clear, based upon how the company operates, that the consumer sector is making decisions on consumer sector products when it comes to health and safety. There's no question about that.
BY ATTORNEY BUHA:
Q Did you speak to any individual about this particular topic after you were first asked

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about this subject in your deposition a few years ago in the bankruptcy proceedings?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I don't, I don't recall specifically, you know, talking to people, if you want to say, within -- if you want to say employees within the company, about this specific topic.
I specifically asked, when I was asked to testify, you know, on this topic or when I realized that I wanted to further clarify this topic after being asked in the bankruptcy about it, I specifically asked the lawyers to provide me documentation of when the transfer of Johnson & Johnson's Baby Powder went over to consumer so I could understand that.
BY ATTORNEY BUHA:
Q So you would agree that when you became chief medical officer for the consumer sector, that you needed to report to the chief medical officer of Johnson & Johnson corporate; correct?
ATTORNEY BERNARDO: Object to the

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form of the question.
THE WITNESS: So my, the reporting structure was that, yes, I reported in to the chief medical officer for Johnson & Johnson. That was Dr. Joanne Waldstreicher.
BY ATTORNEY BUHA:
Q Okay. So, and the Medical Safety Council, one of its roles was compliance with the Johnson & Johnson corporate medical safety standards; is that correct?
A Correct.
Q And at certain times -- well, strike that.
You, as chief medical officer, needed to make timely notifications to Johnson & Johnson's corporate medical officer regarding all product decisions that were rendered?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: So I -- when you say "all product decisions that were rendered," that, that, that's not true. And that would almost be impossible to do because people were making -- our safety

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Q Okay. Sorry about that. I think we're picking up and we were talking about Exhibit 33. And I wanted to identify a couple of things here.

First, you see we're looking at Exhibit 33, the first of 11 pages. It says the chief medical officer of the consumer in this first square in the top left below 3.0, definitions -- and that would be you, beginning in June of 2017; correct?

A Correct.

Q And it refers to the chief medical officer, reporting directly to the chief medical officer for Johnson & Johnson corporate; correct?

A Correct.

Q Okay. And that was during your time at -- well, beginning in June of 2017, was that Joanne Waldstreicher?

A Yes.

Q And Joanne Waldstreicher worked for Johnson & Johnson corporate, as you understood it; correct?

A She was the chief medical officer for Johnson & Johnson. Exactly what her entity that

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she received her paycheck from, that I don't know.

Q Okay. What -- okay. Fair enough.

And it refers to ongoing monitoring of compliance with the J&J medical safety standard; correct?

A That's one of the things we did; yes.

Q And J&J medical safety standard, that was set by Johnson & Johnson corporate, the parent entity; correct?

A I would say that was set by Joanne Waldstreicher and the office of the chief medical officer. And so Joanne, working with the chief medical officers of each of the sectors, set that standard.

Q Okay. It was not Johnson & Johnson Consumer that set that standard; fair?

A No, but Johnson & Johnson Consumer had input into that standard through the chief medical officer within Consumer. That was Dr. Jijo James before me.

So my understanding is the chief medical officers of the different sectors worked with Dr. Waldstreicher, the chief medical officer for all of Johnson & Johnson, to set

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that standard.

Q So you mentioned your -- what was the name of your predecessor?

A Dr. Jijo James.

Q I've seen that, and I'm glad now I know how to pronounce it. Jijo James.

And what, during what years -- how long did he or she have that position?

A It's a he. And I believe it was around that -- it's either 2014, 2015, 2013, somewhere around that time. Actually, it was probably 2015 timeframe, I believe.

Q Okay.

A But, again, that's not something I know off the top of my head for sure.

Q Fair. And do you recall who was the chief medical officer for Johnson & Johnson Consumer prior to Jijo James in approximately 2015?

A So prior to that, I'm not so sure they -- within the consumer sector we specifically used the term "chief medical officer." And so when Dr. Waldstreicher and that group set up the safety standard, that's when, at least within consumer, when we started

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using the term "chief medical officer." And then there was a chief medical officer for the pharmaceutical sector as well as the device sector.

Q You mentioned that Dr. Joanne Waldstreicher set the standard. What standard are you referring to in your prior answer?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: She worked with, my understanding, with the chief medical officers within the different sectors, and they set the J&J medical safety standard.

BY ATTORNEY BUHA:

Q Okay. And did I understand your prior answer that this occurred in approximately 2015, around the time that Jijo James took on that title or position of chief medical officer of the consumer sector?

A Yes, that's my understanding.

Q Okay. And what was the title for the leadership position of the medical safety team or group prior to the creation of that position or that title in about 2015?

A Around the 2015 timeframe, you had a

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chief safety officer, I believe, within -- that was the, if you want to say, the highest-ranking safety position within the consumer sector.

Q Throughout your -- well, strike that. This is a, a standard operating procedure. And were there prior iterations of this under a different number other than TV-SOP-15204?

A Again, it's not something I specifically researched for this. But knowing that around the time that the office of -- like Joanne Waldstreicher's OCMO organization, office of the chief medical officer, was set up, and they established the medical safety standard across all of the sectors within J&J. Each of those sectors would need to comply with it.

So they did have a Medical Safety Council. So knowing that this was from June of 2017, I'm quite sure there was another document prior to this that would outline the charter for the Consumer Safety Medical Council. And there'd be documents within each of the other sectors that would outline the charters within those sectors.

Q Okay. Is it your recollection that

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there were charters outlining the roles and responsibilities of the safety and medical teams within the consumer sector from when you began at Johnson & Johnson in 2006?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: There certainly were, you know, SOPs that govern safety operations when I joined the company, for sure.

BY ATTORNEY BUHA:

Q Okay. One second.

One of the -- on page 4 of 11 here, under roles and responsibilities, it lists about eight to ten, I guess, about, yeah, eight to ten different responsibilities of the Consumer Medical Safety Council; correct?

A Correct.

ATTORNEY BERNARDO: Object to the form of the question.

BY ATTORNEY BUHA:

Q And one of the items there, the third from the bottom, is provide timely notifications to the JJ MSC and chief medical officer (CMO), J&J, regarding all product decisions rendered.

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Did I read that correctly?

A Yes.

Q And JJ MSC, that is the Johnson & Johnson corporate Medical Safety Council you reported to; correct?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: So I reported in to Joanne Waldstreicher, who was the chief medical officer for J&J.

BY ATTORNEY BUHA:

Q Yeah.

A That's where I reported to.

Q Okay. But the item that's third to the bottom there that's referring to provide timely notifications to the JJ MSC and chief medical officer, those two entities, those two, the JJ MSC and chief medical officer, that is referring to the Johnson & Johnson corporate and not Johnson & Johnson consumer sector?

A It is referring to the Johnson & Johnson Medical Safety Council and the chief medical officer for all of J&J and it was, you know, informing, informing them of decisions that were made.

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Q And on the next page, it lists a few -- it says, Oversees the OCMS and has ultimate accountability for the medical safety of products within JJFCC.

And then it lists as the third item: Overseeing harmonization with other J&J and JJFCC standards; correct?

A Correct.

Q And the chief medical officer would oversee harmonization of the actions and decisions with other Johnson & Johnson corporate standards; correct?

A I -- when you're saying "actions and decisions," I don't think that's correct. Essentially -- there were standards that were set -- let me give you an example -- that each sector would have a Medical Safety Council, that each sector would have safety management teams that would manage the different products.

And so that harmonization was to have a common, if you want to say, like, an operational framework for how safety operated within each sector. And that was what we were, we were harmonizing, if you want to say from an office of the chief medical officer perspective.

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Does that make sense?
Q Yeah, I think I understand you.
And, again, here at 6.1, at the bottom of page 5 of 11, it refers to the Consumer Medical Safety Council providing timely notifications to senior management, in particular to the CMO of J&J -- and that's referring to Johnson & Johnson, the corporate entity, and the J&J MSC, the J&J corporate Medical Safety Council -- regarding all product medical safety decisions rendered by the Consumer Medical Safety Council; correct?
A That's correct. We make the decisions within the sector and then inform them, you know, Dr. Waldstreicher, coming out of Medical Safety Council, of that decision. And then those decisions would also be made visible to the J&J Medical Safety Council.
Q But each decision, you needed to report that, the Consumer Medical Council -- I'm sorry.
The Medical Safety Council of the consumer sector needed to report the product medical safety decisions to Johnson & Johnson corporate; correct?

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A So we -- I would say Johnson & Johnson corporate. We report those decisions. And, you know, just how this was operationalized, these were, these are decisions from the Medical Safety Council that's within Consumer that would get escalated. And if we made decisions as a Council, then those decisions will be reported out to both Dr. Waldstreicher, the chief medical officer for J&J, and they'd be reported to the J&J Medical Safety Council.
Q You've described Joanne Waldstreicher of the Johnson & Johnson corporate, the chief medical officer, as your supervisor; correct?
A I reported in to her, yeah. She was my supervisor.
Q And here you see at the bottom of page 6, there are a couple references to the timelines in which Johnson & Johnson Medical Safety Council would be responsible for reporting information to the Johnson & Johnson corporate Medical Safety Council; correct?
A Yes. They would be reporting -- when the Medical Safety Council would make a decision, it would be reported in a timely fashion.

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Q Would you agree that throughout the -- what's this document called? -- the operational charter, there is no specific reference to any particular legal entity within the Johnson & Johnson Consumer segment?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: Based on, based on what you and I have been reading here and what I've, you know, reviewed with you, I didn't see any specific legal entity. They used the name Johnson & Johnson Family of Consumer Companies. I'm not sure if that could have been at one point a legal entity. So I don't want to misspeak here. But I think the way it's used here is to signify, as we talked about earlier, all those legal entities within Consumer.
BY ATTORNEY BUHA:
Q And Johnson & Johnson Consumer, Inc., you would agree that there was not a separate Medical Safety Council for Johnson & Johnson Consumer, Inc., the legal entity; correct?

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A There wasn't a separate Medical Safety Council for that. There was a Medical Safety Council for all of the consumer sector. And JJCI would fit in underneath that.
Q Correct. You can set that down. One second.
You would agree -- well, strike that.
Johnson & Johnson corporate with its headquarters office in New Jersey sets the parameters or the guidelines for health and safety issues and analysis of potential hazards which are to be adopted by all the subsidiaries at other parts of the country as well as the worldwide; correct? Johnson & Johnson corporate sets the parameters; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: So I think it, it depends on what you're talking about parameters; right? They -- through the office of the chief medical officer, it set the operational framework for how each of the sectors would operate with the Medical Safety Council, with safety management teams, and those interactions

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with how we would interact with quality.
But when it came to the decisions that were made within the sectors, they were made within each of the sectors. If it came to how each of the sectors operated within that framework, each of the sectors would operate differently within, within the overall framework.
BY ATTORNEY BUHA:
Q Okay. We will mark this as Exhibit -- what are we be on, 34? Yes. And this is the testimony of Dr. Hopkins from January 28 of 2019.
(Exhibit 34 was marked for identification.)
BY ATTORNEY BUHA:
Q And, first, I will scroll up -- you can see this is the testimony of Dr. Hopkins from January 28 of 2019 in the Leavitt case?
A Correct.
Q And I'll direct your attention to page 23 at line 5.
"And it's true, is it not, that Johnson & Johnson corporate with its headquarters office in New Jersey sets the

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parameters, the guidelines, for health and safety issues and analysis of potential hazards which are to be adopted by all of the subsidiaries in other parts of the country, as well as the worldwide; correct? Johnson & Johnson sets those parameters; correct?
"Answer: Johnson & Johnson sets guidelines, parameters, but just to be clear, overseas affiliates are separate companies. They have their own monetary director, their own board of directors, and they operate independently."
Did I read that correctly?
A You did.
Q And is that accurate? Does Johnson & Johnson agree with that answer today?
A What I would say is I generally agree with the answer.
As I said, when it came to -- if we're talking about the -- and I think this is where you got to go into the different time frames, right? You and I have just been talking about the 2015, 2017 timeframes. So I think if you're talking about answering any of these questions -- and I don't see it specifically

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asked here to Dr. Hopkins, and maybe that's part of the, you know, the miscommunication.
I think it really depends upon the specific timeframe that we're talking about. And so if it's the recent timeframe that we're talking about, that operational structure is true. When it comes to previous timeframes, they had, you know, different operational structures.
Q And we talked about setting the guidelines. And Johnson & Johnson agrees today that Johnson & Johnson corporate approves and has to approve talc used in any Johnson's baby product anywhere in the world; correct?
ATTORNEY BERNARDO: Object to the form of the question. Is there a question?
THE WITNESS: You're just saying do I agree that that's the question that was asked of Dr. Hopkins?
BY ATTORNEY BUHA:
Q No. I'm asking you, Johnson & Johnson, today whether that's true.
A Today it -- I would say that's not, that's not true, that Johnson & Johnson

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corporate is approving, you know, all of the, all of the talc that's actually used.
Q Okay. Does Johnson & Johnson agree that in 2018 and 2019 that Johnson & Johnson corporate approved of and had to approve talc used in any Johnson's baby product used anywhere in the world?
A Not, not, not Johnson & Johnson corporate, because I was there and the chief medical officer in, you know, 2018, 2019. And, you know, you know, I think Dr. Hopkins had left, left the company prior to that time. So maybe he was a little bit unclear in terms of how things were done in 2018 and 2019. But I was there. And it certainly wasn't corporate.
Q Do you see here that Dr. Hopkins, testifying as -- well, strike that.
Dr. Hopkins, testifying as Johnson & Johnson's corporate representative, is asked the question in Exhibit 34 at line -- at page 23, line 17:
"Well, it's true, is it not, that Johnson & Johnson corporate approve of -- approves and has to approve talc used in any Johnson's baby powder product anywhere in the

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world; correct?
"Answer: Currently, it is the case as of this year, of 2018, 2019, yes. Historically, I don't have the answer to what was corporate's role in 1960. We just don't have that information. At least I don't have that information."
Did I read that correctly?
A You did.
Q And I take it that it's Johnson & Johnson's testimony today in 2023 is a different answer than Johnson & Johnson on January 28 of 2019; is that correct?
A I would say it's a -- it's a different answer, and Dr. Hopkins wasn't working within the company at that time. So maybe he didn't specifically understand like I do how a -- you know, working in the company at that time exactly how things were done.
Q What is your understanding of when Dr. Hopkins began working for Johnson & Johnson?
A It's not something I researched specifically for this, for this deposition. I don't recall specifically. It's something I could find out.

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Q You began at Johnson & Johnson in January of 2006; correct?
A Correct.
Q You agree that Dr. Hopkins began at Johnson & Johnson before you; fair?
A He did. Yes. He started before me.
Q And would you agree that Dr. Hopkins began working at Johnson & Johnson before the year 2000? Fair?
A I don't want to comment because I actually, I actually don't specifically have that information today. I can certainly find out. I believe it -- yes, I believe it was before 2000, but I don't like to testify if I really don't know. And I actually don't know the exact date when he started.
Q Okay. Earlier you referred to the fact that Dr. Hopkins, after the excerpt that we read from his testimony in Exhibit 31 from July 22nd of 2019, he subsequently clarified his answer. That was your testimony earlier this morning; correct?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: If that's -- I don't

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know if that's the exact transcript. But I know the transcript that was -- a transcript that I reviewed, the transcript that was shown to me in the bankruptcy hearings, if that's the same transcript, then, yes, he further clarified.
BY ATTORNEY BUHA:
Q Okay. I will pull up -- here is what we previously marked as Exhibit 31. You see that one of the cases is the Barden case in that testimony, do you not?
A I see Barden listed there, yes.
Q Okay. Yeah, and you see the date of July 22nd of 2019; correct?
A Correct.
ATTORNEY BUHA: Okay. I will mark this as Exhibit 35.
(Exhibit 35 was marked for identification.)
BY ATTORNEY BUHA:
Q And this will be the testimony of Dr. Hopkins from August 14th of 2019.
So you see this is -- you see at the top, you see the same, same case is among the cases listed; correct?

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A Correct.
Q And you see the date in the upper left corner of August 14th of 2019?
A Yes.
Q So this would be approximately three weeks later; correct?
A Correct.
Q Okay. And I'll direct your attention to page 272 to 273. And, first, I'll point to it, 273, 12 to 14:
"Johnson & Johnson corporate directed the policy?
"Answer: They sent the policies, yes."
Do you see that?
A What line are we on? Sorry. It's the highlighted line?
Q Yeah. I'll just read through the entirety of it. So we're at 272 -- we'll just go to 272, 23.
A Okay, yeah.
Q Okay. "Question: And you have testified that Johnson & Johnson corporate here in New Brunswick made all the health and safety decisions with regard to asbestos and talc for

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the worldwide companies; correct?
"Answer: In what sense have I testified?
"Question: In a deposition.
"Answer: In a deposition.
"Question: With me.
"Answer: Yes. I was just trying to think that when you say they made the decisions, the individual operating companies had their own in many cases, had their own local or regional safety people.
"Question: Of course.
"Answer: Quality control people.
"Question: Johnson & Johnson corporate directed the policy.
"Answer: They set the policies. Yes."
Did I read that correctly?
A You did.
Q Okay. Does Johnson & Johnson today, in 2023, stand by the testimony of Dr. Hopkins here on August 14th of 2019?
A I would say, generally, stand by it, but it's unclear even here what Johnson & Johnson policy we're even talking about. If the

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Johnson & Johnson policy was that safety decisions were made by the -- within each of the sectors, sure. That's how, that's how safety decisions were made.
I'm not sure what policy they are specifically talking about here. And so I'm not sure even when Dr. Hopkins answered this question, just reading through this, I don't understand what policy they're talking about. And so maybe he didn't understand what policy they're talking about. So I'm not disagreeing with what he said, but I don't know what policy we're talking about.
ATTORNEY BUHA: Respectfully, move to strike the nonresponsive portions.
BY ATTORNEY BUHA:
Q Do you see any part of this answer that, that Johnson & Johnson made that's incorrect on August 14th of 2019 that I read from this transcript?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: So as you and I talked about, you know, what's clear is the safety decisions were made within the

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sector. I'm not sure what policy they're talking about here. So I can't say whether it's correct or incorrect.
I generally agree that -- I'm not sure -- I don't know if Dr. Hopkins knew what policy they're talking about. I'm just trying to clarify so I can answer your question.
BY ATTORNEY BUHA:
Q Okay. Do you agree that Johnson & Johnson would direct -- Johnson & Johnson corporate would direct some policies regarding health and safety decisions regarding asbestos and talc?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: I think we need to be more specific when it comes to, like, what you're talking about in terms of policies. My understanding is prior to 1979, yes, Johnson & Johnson would have, the corporation who had responsibility for talc would have had their policies. When, after 1979 when the talc moved into -- managed by the consumer sector, then they

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would fall under consumer policies.
Just like you and I talked about, you know, when it came to the 2015 timeframe when the medical -- the office of the chief medical officer was set up, there were general policies that cut across all sectors in terms of how safety would be operationally set up.
And so certainly, that type of policy, yes, at that time period, they set that policy. It didn't -- that policy had nothing to do with safety decision-making on specific products or specific topics or specific issues.
I'm not trying to complicate this. I'm just trying to make it clear so that you understand.
ATTORNEY BUHA: Respectfully move to strike the nonresponsive portions.
BY ATTORNEY BUHA:
Q One moment. Now, Johnson & Johnson agrees that, as far as testing results, testing results of, relevant to asbestos in talc, that Johnson & Johnson and Johnson & Johnson Consumer, Inc., that that information was freely

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exchanged between Johnson & Johnson and Johnson & Johnson Consumer, Inc.; correct?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: So I don't know if I can specifically answer that question for every, every test result that was done for, if you want to say on a talc specimen.

What I would say is there would be no reason that I can think of that, you know, if somebody wanted to share the information, they wouldn't have shared the information. But I think it's a very broad question, almost like was every test result shared?

I don't have, I don't have the answer to that, and that's not something that I specifically researched.

ATTORNEY BUHA: Okay. Respectfully move to strike.

BY ATTORNEY BUHA:

Q I'll, I'll phrase it this way: Testing results between Johnson & Johnson and, for instance, Johnson & Johnson Consumer, Inc.,

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which I'm going to call JJCI, test results, health and safety information were freely exchanged between those two companies; correct?

A I would say I can't answer that question. It's such a, it's such a broad question about all health and safety information within J&J, the parent, and all and health and safety information within JJCI. I don't believe all health and safety information within the parent and JJCI was shared.

There's, you know, there would be no reason to share all of that information. That's an extremely broad, you know, question you're asking me. I don't think I can answer it. To the best of my knowledge, they wouldn't have shared all health and safety information between the two companies on every single topic or issue.

Q So I will go back to Exhibit 31. And we're looking -- and this is the testimony of Dr. Hopkins in the Barden case, dated July 22nd of 2019. Let me scroll up.

Do you see that?

A I do.

Q Okay. And the question here is:

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"And testing results between Johnson & Johnson" -- and this is at page 20, line 18.

"And testing results between Johnson & Johnson and, for instance, Johnson & Johnson Consumer, Inc., which I'm not going to call JJCI -- which I'm going to call JJCI, test results, health and safety information were freely exchanged between those two companies; correct?"

First, that's the question that I asked you a moment ago; correct?

A That is the question, yes.

Q And the answer is: "I've not seen any evidence that it was not. So I guess the answer is going to be yes, but I've not seen evidence that anything was withheld."

And then -- well, did I read the answer correctly?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: You did. I mean, he's guessing. And he's outlining, I think similar to what I'm saying, right, is that -- you know, you're asking about all the health and safety information on this

Page 397

specific topic. And he's saying he can't say all of it was shared; he can't say all of it wasn't shared. And I think I'm agreeing with Dr. Hopkins.

BY ATTORNEY BUHA:

Q You're agreeing with Dr. Hopkins' answer here; correct?

A I'm agreeing that he's guessing, and that's what he said. So I guess -- so he's guessing; right? So I don't think as a corporate representative, you know, I want to guess.

But what -- in answering your question, I said I agree with him, that he hasn't seen any evidence that it was shared, all of it, and he hasn't seen any evidence that it was not shared.

And I will agree with Dr. Hopkins that I have not seen any evidence that it was all shared, and I haven't seen any evidence, you know, that it was not all shared. So I can't answer the question. I don't think Dr. Hopkins could answer the question. And I don't want to guess.

Q Okay. So you see the question just a

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half a page down here -- and your testimony is that you haven't seen evidence that it was shared; is that correct?

A So you're not listening to what I'm saying. We're talking about all. It's a very broad statement. So if you're asking me, like, all, all information was shared, I can't tell you that all information was shared. I certainly know that some, certain information was, was shared at different times. It's not something I prepared for to say: Tell me all the information that was shared, or tell me all the information that wasn't shared. It's a very broad statement to say "all information."

ATTORNEY BUHA: Respectfully move to strike.

BY ATTORNEY BUHA:

Q So, first, let me ask you this question. In fact, the evidence that you've seen on behalf of Johnson & Johnson is that any evidence, any health and safety information that Johnson & Johnson had was given to JJCI and vice versa; correct?

A That's, that's what it says.

Q All right. And does Johnson &

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Johnson -- is Johnson & Johnson's answer to that question as phrased "yes"?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: So I, I can't answer that question, right, because this question was asked to Dr. Hopkins. And what, what it says is the evidence that he's, he's seen, right. And I'm not sure exactly, exactly what he's seen. I'm not sure exactly how he interpreted it.

So what I'm telling you is that all health and safety information that Johnson & Johnson had across all of its products, all health and safety information that JJCI had across all of its products, practically speaking and having worked as the chief medical officer, there is, there is absolutely no way that all of that information across all products was shared between the companies.

You know, and even if you're saying J&J, the corporate, it doesn't even make sense, this question, because the pharm

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sector operated independently, the device sector operated independently, and consumer operated independently.

So I'm not sure how he interpreted this question. But when I look at that question, I'll give you the answer. I don't think the question was really, you know, maybe worded in a way that he could give an accurate answer.

ATTORNEY BUHA: I'll respectfully move to strike.

BY ATTORNEY BUHA:

Q You used the word "all" six times in your answer there. In the answer that I posed to you, which was word for word the question at line -- at page 21, lines 11 to 14, is the word "all" there at any point in the question?

A The word "all" isn't there.

Q Thank you.

A I interpret "any" as "all." And so, in my mind, there's not a big difference between any health and safety information and all health and safety information.

Q Okay. One second. So we're talking about -- well, why don't I ask it this way: You

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would agree that Johnson & Johnson corporate had -- after 1979, Johnson & Johnson corporate had the power to require warnings on Johnson's Baby Powder about cancer; correct?

ATTORNEY BERNARDO: Object to the form of the question.

THE WITNESS: I would say, since health and safety decisions were made within the sector, those decisions would be made within, within the sector and not by Johnson & Johnson corporate.

ATTORNEY BUHA: All right. We'll mark this as Exhibit -- are we on 35?

THE COURT REPORTER: 36.

ATTORNEY BUHA: 36. Okay. And this is the testimony of Dr. Hopkins on May 3rd of 2019.

(Exhibit 36 was marked for identification.)

BY ATTORNEY BUHA:

Q First, you see this is from the Olson case, May 3rd of 2019?

A Yes.

Q And you see this is the testimony of Dr. Hopkins?

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A I do.
Q Okay. And the question at page 7752, lines 11 -- beginning at line 11:
"And you would agree that Johnson & Johnson has the authority to require warnings on Johnson's Baby Powder about cancer; correct?
"Answer: They have the authority to require warnings. If that were a medical requirement, they would, yes."
Did I read that correctly?
A You did.
Q And I think for the sake of simplicity, I'm going to -- not simplicity, just completeness, I will mark as Exhibit 37, I have a whole transcript here that's the May 3rd, 2019, transcript.
(Exhibit 37 was marked for identification.)
BY ATTORNEY BUHA:
Q One moment. If Johnson & Johnson -- strike that.
If Johnson & Johnson consumer segment wanted to place a warning on a product such as baby powder, did Johnson & Johnson have the authority to instruct or tell Johnson & Johnson

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consumer segment not to place such a warning on the product?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: Could you ask that again. I'm trying to follow with the "nots."
BY ATTORNEY BUHA:
Q Sure. So earlier we were looking at, did Johnson & Johnson have the authority to require? Now I'm asking you the inverse:
Did Johnson & Johnson have the authority to override the consumer segment if the consumer segment were so inclined to place a warning on a product like baby powder?
A I would say, based upon my understanding, my experience working with the company, all those decisions were made within the sector. So it would have been made by consumer. And those decisions were not -- if consumer made a decision, that decision was respected. And so it would not be overridden by corporate. Nor would corporate come in and make a health and safety decision, because that was made within the sector. So I think that answers

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both, both sides of the question.
Q What was the purpose of reporting to -- as we read from the operating charter -- of reporting all product safety decisions to Johnson & Johnson's corporate medical and safety team?
A So were talking about the medical -- the Consumer Medical Safety Council reporting decisions that were made by the Consumer Medical Safety Council to both the Johnson & Johnson Consumer Medical Safety Council and then also to Dr. Waldstreicher, the CMO for J&J, those were for awareness purposes. The decisions would have been made. As we were talking about, we would report up the decision that was made within the consumer -- by the Consumer Medical Safety Council for awareness when it comes to that specific decision.
Q And so is it your testimony that Johnson & Johnson corporate did not have the authority to override a decision of the medical and safety team of Johnson & Johnson Consumer sector?
A They, they did not. The ultimate decision-making responsibility when it came to

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safety within the consumer sector was with me, the chief medical officer.
Q Johnson & Johnson agrees that after 1978 of from January of 1979 onward, that Johnson's Baby Powder bottles generally contained the name "Johnson & Johnson" on the bottles?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: It's not -- I didn't specifically research for this, you know, this deposition what the bottles looked like and the names that were on the bottles. So I would have to go back and look at what specific names were on, were on the bottles at what time.
BY ATTORNEY BUHA:
Q Johnson & Johnson agrees that the trademark of the Johnson's name was on Johnson's Baby Powder bottles after 1978 or from January of 1979 onward?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: When it comes to what the bottles looked like, trademarks on the

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also involved in.
Q And the voluntary recall, that, the events that led to that decision occurred in about October of 2019; is that, is that fair?
A Yes, that's fair.
Q Okay. I will mark this as, I think we're on Exhibit 38.
THE COURT REPORTER: Correct.
(Exhibit 38 was marked for identification.)
BY ATTORNEY BUHA:
Q So have you seen this document, Johnson & Johnson Negative Event Communications Guide?
A Yes.
Q And a negative event would be -- an example of a negative event would be a finding of chrysotile asbestos in a sample of Johnson's Baby Powder?
A I don't know whose definition of "negative event" or who put this together. I would say, in general, I would interpret that as a, a negative finding, for sure.
Q But in -- how would you describe what the Negative Event Communications Guide is?

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ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: So this was, to the best of my understanding, was put together by the communications group with, within -- whether it's you know,probably a combination whether it's Johnson & Johnson plus JJCI for -- in fact, I don't know who put it together. It might of been even just JJCI. I'm not actually sure.
BY ATTORNEY BUHA:
Q Okay.
A But it was put together by people within the communications teams.
Q Okay. We are looking at, I guess this is Exhibit 38. You'd agree that it gives the name Johnson & Johnson in the heading of the first page; correct?
A Correct.
Q And it refers to, on the fifth page, page 5 of 23, it refers to the mission to "Proactively communicate with key Johnson & Johnson stakeholders [sic] -- ahead of and following negatively impactful moments -- to drive a balanced narrative around Johnson &

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Johnson and build trust with key stakebrokers."
Did I read that correctly?
A It's "stakebrokers" both at the top and at the bottom. I think you said "stakeholders" at the top. But it is "stakebrokers" on both.
Q My apologies. But other than that mistake, I read that correctly?
A Yes.
Q And it refers to Johnson & Johnson twice there. It doesn't refer to specifically Johnson & Johnson Consumer, Inc.; fair?
A Fair.
Q Okay. And this is campaign relevant functional lead. And this is on page 8 of 23; correct?
A Looks like 7.
Q Oh.
A Back down to the bottom right-hand corner, I think that's a 7.
BY ATTORNEY BUHA:
Q Yeah. I think there's, the first page is that it was, this was provided natively. But fair enough.
We're looking at the page that begins

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"Campaign Relevant Functional Lead"; correct?
A Correct.
Q And beside OCMO, there's both your name and Dr. Susan Nicholson; correct?
A Correct.
Q You would agree that there are employees of Johnson & Johnson identified and listed among the names of the campaign relevant functional lead here; correct?
A I -- again, I don't know the specific entities that we're providing the paycheck to any, any person on here other than, other than myself. There likely were people here working within -- maybe I can clarify -- within a J&J corporate type of role. Some of the people I recognize. I don't recall specifically today all their titles. But I believe there are people here from JJCI that I recognize and then people in a corporate role.
Q Okay.
A Does that answer your question?
Q Let me ask this: You mentioned that you see employees of Johnson & Johnson Consumer, Inc., among this list. Who among this list, to your understanding, is an employee of Johnson &

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A Yes.
Q Have you observed that these can't be the same mesothelioma? This, this is before '74, and the Fordyce paper explicitly is a post '74.
A I'd have to go back and really look at these again to give you, to give you an answer.
Q To the Italian miners and millers, I want to ask -- well, let me just ask you more broadly. Does Johnson & Johnson, as a company with a lot of medical professionals, know of any primary peritoneal mesothelioma in men, other than the peritoneal mesothelioma?
ATTORNEY BERNARDO: Object to the form of the question.
THE WITNESS: That's, that's not something I specifically researched.
And just so I understand the question -- could you just repeat it so -- and I'm not so sure I understand actually.
BY ATTORNEY DEAN:
Q Any primary peritoneal cancer in men other than peritoneal mesothelioma.
A Okay.

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Q I know there can be metastases to that area, but primary peritoneal cancers for men.
A Other, other than peritoneal mesothelioma is your question? I need to go back and look at that. It's not something I looked into.
ATTORNEY DEAN: Okay. I can start -- I don't want to torture -- I don't want to give it down to the wire. Thank you for being -- letting me finish the thought.
ATTORNEY BERNARDO: Can we go off?
ATTORNEY DEAN: Yes. Yes, yes.
THE VIDEOGRAPHER: Okay. The time is approximately 5:55, and we are off the record.
(Deposition adjourned at 5:55 p.m.)

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ERRATA

PAGE	LINE	NOTATION
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C E R T I F I C A T I O N

I hereby certify that I have read the foregoing transcript of my deposition testimony, and that my answers to the questions propounded, with the attached corrections or changes, if any, are true and correct.

JOHNSON & JOHNSON, through its designated representative
ED KUFFNER, MD

C E R T I F I C A T I O N

I, ADAM D. MILLER, Registered Professional Reporter, certify that the foregoing is a true and accurate transcript of the foregoing deposition, that the witness was first sworn by me at the time, place and on the date herein before set forth.

I further certify that I am neither attorney nor counsel for, not related to nor employed by any of the parties to the action in which this deposition was taken; further, that I am not a relative or employee of any attorney or counsel employed in this case, nor am I financially interested in this action.

/s/ Adam D. Miller
Registered Professional Reporter
and Notary Public

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EXHIBIT 23

BUSINESS CORPORATION ANNUAL REPORT

1/6/2022

NAME OF BUSINESS CORPORATION: Johnson & Johnson Holdco (NA) Inc.

SECRETARY OF STATE ID NUMBER: 2306538 STATE OF FORMATION: NJ

REPORT FOR THE FISCAL YEAR END: 12/31/2022

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E - Filed Annual Report
2306538
CA202309504582
4/5/2023 11:51
☒ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: CT Corporation System

2. SIGNATURE OF THE NEW REGISTERED AGENT:

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY

160 Mine Lake Ct Ste 200
Raleigh, NC 27615 Wake County

4. REGISTERED AGENT OFFICE MAILING ADDRESS

160 Mine Lake Ct Ste 200
Raleigh, NC 27615

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Consumer Health and Personal Care Products Company

2. PRINCIPAL OFFICE PHONE NUMBER: (877) 858-3855

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

199 Grandview Road
Skillman, NJ 08558

5. PRINCIPAL OFFICE MAILING ADDRESS

199 Grandview Road
Skillman, NJ 08558

6. Select one of the following if applicable. (Optional see instructions)

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Michelle W Goodridge
TITLE: President
ADDRESS:
199 Grandview Road
Skillman, NJ 08558

NAME: Michelle W Goodridge
TITLE: Treasurer
ADDRESS:
199 Grandview Road
Skillman, NJ 08558

NAME: Andrew Christopher
TITLE: Secretary
ADDRESS:
199 Grandview Road
Skillman, NJ 08558

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Andrew Christopher — SIGNATURE
4/5/2023 — DATE

Form must be signed by an officer listed under Section C of this form.

Andrew Christopher — Print or Type Name of Officer
Secretary — Print or Type Title of Officer

This Annual Report has been filed electronically.
MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

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EXHIBIT 24

BUSINESS CORPORATION ANNUAL REPORT

1/6/2022

NAME OF BUSINESS CORPORATION: **Janssen Pharmaceuticals, Inc.**

SECRETARY OF STATE ID NUMBER: 1095697

STATE OF FORMATION: PA

REPORT FOR THE FISCAL YEAR END: 12/31/2022

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SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: CT Corporation System

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY
160 Mine Lake Ct Ste 200
Raleigh, NC 27615-6417 Wake County

4. REGISTERED AGENT OFFICE MAILING ADDRESS
160 Mine Lake Ct Ste 200
Raleigh, NC 27615-6417

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Provides Innovative health care products and services

2. PRINCIPAL OFFICE PHONE NUMBER: (877) 858-3855

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS
1125 Trenton-Harbourton Rd
Titusville, NJ 08560

5. PRINCIPAL OFFICE MAILING ADDRESS
1125 Trenton-Harbourton Rd
Titusville, NJ 08560

6. Select one of the following if applicable. (Optional see instructions)

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Courtney L Billington	NAME: Andrew Harris	NAME: Randall L Nixon
TITLE: Vice President	TITLE: Vice President	TITLE: Secretary
ADDRESS: 1125 Trenton-Harbourton Rd Titusville, NJ 08560	ADDRESS: 1125 Trenton-Harbourton Rd Titusville, NJ 08560	ADDRESS: 1125 Trenton-Harbourton Rd Titusville, NJ 08560

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Randall L Nixon
SIGNATURE
Form must be signed by an officer listed under Section C of this form.

3/29/2023
DATE

Randall L Nixon
Print or Type Name of Officer

Secretary
Print or Type Title of Officer

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

SECTION E: ADDITIONAL OFFICERS

NAME: Sarah G Brennan
TITLE: President
ADDRESS:
1125 Trenton-Harbourton Rd
Titusville, NJ 08560

NAME: Catherine M Devine
TITLE: Vice President
ADDRESS:
1125 Trenton-Harbourton Rd
Titusville, NJ 08560

NAME: Susan Hohenleitner
TITLE: Vice President
ADDRESS:
1125 Trenton-Harbourton Rd
Titusville, NJ 08560

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EXHIBIT 25

SOSID: 2286382
Date Filed: 10/12/2021 1:00:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2021 285 00508

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State of North Carolina
Department of the Secretary of State

ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION

Pursuant to §§ 57D-2-21, 57D-9-20 and 57D-9-22 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company pursuant to the conversion of another eligible entity.

1. The name of the limited liability company is: LTL Management LLC. The limited liability company is being formed pursuant to a conversion of another business entity. (See Item 1 of the Instructions for appropriate entity designation)

2. The name of the converting business entity is: Chenango One LLC and the organization and internal affairs of the converting business entity are governed by the laws of the state or country of Texas.

   A plan of conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a (*check one*): ☐ domestic corporation; ☐ foreign corporation; ☒ foreign limited liability company; ☐ domestic limited partnership; ☐ foreign limited partnership; ☐ domestic registered limited liability partnership; ☐ foreign limited liability partnership; ☐ professional corporation; or ☐ other partnership as defined in G.S. 59-36, whether or not formed under the laws of North Carolina.

4. The mailing address of the converting entity prior to the conversion is:

   Number and Street: 501 George Street

   City: New Brunswick State: NJ Zip Code: 08933 County: Middlesex

   If different, the mailing address of the resulting business entity is:

   Number and Street: 501 George Street

   City: New Brunswick State: NJ Zip Code: 08933 County: Middlesex

5. The name and address of each person executing these articles of organization is as follows: *(State whether each person is executing these articles of organization in the capacity of a member, organizer or both.)* **Note: This document must be signed by all persons listed.**

   The name of the sole person executing these Articles of Organization is Currahee Holding Company Inc.

   The address of such person is 199 Grandview Road, Skillman, NJ 08558. Such person is signing as a member.

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6. The name of the initial registered agent is: C T Corporation System

7. The street address and county of the initial registered office of the limited liability company is:

Number and Street: 160 Mine Lake Ct., Suite 200

City: Raleigh State: NC Zip Code: 27615-6417 County: Wake

8. The North Carolina mailing address, ***if different from the street address,*** of the initial registered office is:

Number and Street: _____

City: _____ State: NC Zip Code: _____ County: _____

9. Principal Office Information: *Select either a or b.*

a. ☐ The limited liability company has a principal office.

The principal office telephone number: _____

The street address and county of the principal office of the limited liability company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

The mailing address, ***if different from the street address***, of the principal office of the limited liability company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☑ The limited liability company does not have a principal office.

10. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

11. (Optional): Please provide a business e-mail address: _____.
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future date is specified: _____.

This is the 12th day of October, 2021.

Currahee Holding Company Inc. -- *its Member*

(Optional: Business Entity Name)

Michelle Goodridge

Signature

Michelle Goodridge, President

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #5 above.

(Optional: Business Entity Name)	*(Optional: Business Entity Name)*
Signature	*Signature*
Type or Print Name and Title	*Type or Print Name and Title*
(Optional: Business Entity Name)	*(Optional: Business Entity Name)*
Signature	*Signature*
Type or Print Name and Title	*Type or Print Name and Title*

NOTES:
1. **Filing fee is $125. This document must be filed with the Secretary of State.**

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EXHIBIT 26

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PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION
ATTORNEY WORK PRODUCT

Approval Request – Memorandum of Approval

Date: October 11, 2021

To:
Thibaut Mongon
Paul Ruh
Robert J. Decker, Jr
Michelle Ryan
Louise Weingrod
Matthew Orlando
Chris Andrew
Robert Deberardine
David McDonald

Cc:
Erik Haas
Valeria Cnossen
Donny McGraw
Alyson Lawrence
Catherine Turk
Chuck Borst
Duane Van Arsdale
Luani Alvarado
Peter Kerrane
Laura Giacino

Subject: Approval Request for the Restructuring of Johnson & Johnson Consumer Inc.

1. Executive Summary

We are requesting your approval to:

- Proceed with a restructuring of Johnson & Johnson Consumer Inc. ("JJCI") pursuant to a divisional merger (the "Divisional Merger") that ultimately will result in the formation of two successor entities to JJCI, LTL Management LLC, a North Carolina limited liability company ("LTL") and Johnson & Johnson Consumer Inc. ("New JJCI"), a New Jersey corporation, with any and all current and future product liability related claims associated with talc and talc-containing products (the "Claims") allocated to LTL in the Divisional Merger;
- Delegate authority to the LTL Board of Managers (the "LTL Board") to determine whether to proceed with a voluntary petition under chapter 11 of the Bankruptcy Code (the "Bankruptcy");
- Form Royalty A&M LLC, a North Carolina limited liability company ("RAM"), and authorize RAM to conduct the business of identifying and investing in healthcare related royalty streams as a wholly owned subsidiary of LTL; and
- Enter into the Funding Agreement and Settlement Facility Agreement described in Section 2 below.

Implementation of the steps described in Section 2 below (the "Restructuring") will allow New JJCI to continue to operate Johnson & Johnson's Consumer Health business in the United States without interruption and provide LTL with the opportunity to pursue a process to resolve current and future Claims in an equitable and efficient manner.

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2. Proposal

We request approval for the following activities in connection with the Restructuring:

- **Step 1** – Janssen Pharmaceuticals, Inc. ("JPI") forms Currahee Holding Company Inc. ("Currahee HoldCo"), a New Jersey corporation that is treated as a C corporation for U.S. federal income tax purposes;
- **Step 2** – JPI contributes 100% of ownership interest in JJCI to Currahee HoldCo;
- **Step 3** – Currahee HoldCo forms Chenango Zero LLC ("Chenango"), a new Texas limited liability company that is treated as a disregarded entity for U.S. federal income tax purposes and qualifies Chenango to do business in New Jersey;
- **Step 4** – JJCI merges with and into Chenango by means of a statutory merger, with Chenango as the surviving entity in the merger;
- **Step 5** – Johnson & Johnson ("J&J"), Currahee HoldCo and Chenango enter into a funding agreement ("Funding Agreement") pursuant to which J&J and Currahee HoldCo will provide funding to LTL for the purpose of resolving Claims, including in connection with any Bankruptcy;
- **Step 6** – Chenango effects a statutory divisional merger, as a result of which (a) Chenango ceases to exist, (b) Chenango One LLC ("Chenango One") and Chenango Two LLC ("Chenango Two") are formed as new Texas limited liability companies that are disregarded for U.S. federal income tax purposes; and (c) the assets and liabilities of Chenango are allocated between Chenango One and Chenango Two as follows: (i) Chenango One is allocated (A) the Claims and (B) the rights of Chenango under the Funding Agreement and (C) 100% of the ownership interest in RAM; and (ii) Chenango Two is allocated all remaining JJCI liabilities and assets;
- **Step 7** – (a) Chenango Two merges with and into Currahee HoldCo by means of statutory merger, with Currahee HoldCo as the surviving entity in the merger, and (b) Chenango Two changes its name to "Johnson & Johnson Consumer Inc."
- **Step 8** – (a) Chenango One changes from a Texas limited liability company into a North Carolina limited liability company by means of a statutory conversion and (b) Chenango One changes its name to "LTL Management LLC".
- **Step 9** – Following any filing of Bankruptcy by LTL, J&J, JJCI, LTL and U.S. Bank National Association (as Trustee) enter into a LTL Settlement Facility Agreement (the "Settlement Facility Agreement") in order to create, subject to approval of the bankruptcy court, a $2 billion qualified settlement fund ("QSF") treated as pre-funding under the Funding Agreement and available for the resolution of Claims, including pursuant to one or more trusts for the benefit of holders of Claims established pursuant to a plan of reorganization for LTL in the Bankruptcy.

The full Step Plan for the Restructuring is included as Exhibit A to this Approval Memorandum.

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3. Background Information

JJCI is the primary operating company for J&J's Consumer Health business in the United States and operates through itself and a number of direct and indirect subsidiaries. JJCI holds the majority of registrations for J&J's Consumer Health products, including approximately 1,300 cosmetic product registrations, 1,000 OTC drug product registrations and 13 device establishment registrations. JJCI employs approximately 3,000 employees, mostly in NJ, PA and CA with some in major customer states and also employs approximately 300 employees at JJCI's Dominican Republic facility which is under contract to be divested at the end of the 2021. JJCI owns 6 properties in the United States and holds leases for 13 additional properties in the U.S. and one in the Dominican Republic. JJCI has approximately 6,000 patents and patent applications registered in the US and OUS that cover many of J&J's Consumer Health products.

4. Detailed Description of the Business Impact

JJCI's business and operations will be transitioned to New JJCI in the Restructuring by operation of law, which will result in minimal impact to its employees and business operations.

Functional Impacts

- **Commercial:** Commercial capabilities (marketing, sales, direct-to-consumer, ecommerce, travel retail) are expected to continue through New JJCI upon consummation of the Restructuring without interruption.

- **Corporate:** JJCI is qualified to do business in a number of states and certain qualifications will need to be updated upon consummation of the Restructuring. New state qualifications will need to be made for LTL and RAM as well based on scope of business operations for these entities. Due diligence was conducted on key JJCI and direct subsidiary contracts, including manufacturing, license, supply, commercial, collaboration, R&D and vendor agreements, to mitigate any contract issues that could arise based on the Restructuring. Certain notices and consents that are required to be made in connection with the Restructuring will be provided after announcement of the Restructuring due to time limitations and the confidential nature of the Restructuring. No significant corporate or contract issues are expected to arise in connection with the Restructuring.

- **Human Resources:** All current JJCI employees will be transitioned to New JJCI in the Restructuring. The impact of the Restructuring on most U.S. employees is minimal as they will continue with their current salaries, benefits, bonuses, titles and reporting lines. As the legal entity name and employer identification number ("EIN") will remain the same, we anticipate this restructuring will not result in a FICA reset or have any implications on employees from a payroll tax perspective. U.S. employees do not have employment agreements, so a simple notice would alert them to the restructuring and the fact that they are JJCI employees. Services of the officers of LTL and RAM will be made available through a secondment agreement between LTL and Johnson & Johnson Services Inc. ("JJSI") and a service agreement between LTL and RAM, and such officers will remain eligible for J&J salary and benefits. JJCI and its affiliates will continue to support the royalty streams transitioning to RAM in the restructuring and these employees will not transition to RAM in the Restructuring. Additional general corporate and business services will be provided on an as-needed basis to LTL and RAM through service agreements with JJSI.

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- **Real Estate:** Landlord notifications and consents (where required) will be sought after announcement of the Restructuring, and deeds and/or other public filings will be updated where necessary. Local regulatory and operational approvals, permits, licenses and certifications will be reviewed and updated where necessary after announcement of the Restructuring.

- **Intellectual Property:** Patent registrations and applications will need to be updated in the U.S. and other countries (including China, Japan, Australia, UK, EU, Mexico, Brazil, Canada, India, Indonesia, Israel, Russia, South Korea and others) as a result of the Restructuring. Costs for outside counsel and filing fees will need to be budgeted for. All of J&J's Consumer Health trademark and most copyright registrations are held by J&J, not JJCI, so this restructuring will have a limited impact. Domain name registrations held by JJCI will transition to New JJCI upon consummation of the Restructuring.

- **Legal:** Responsibility for litigations involving talc products and responsibility for managing Claims will be transitioned to LTL in the Restructuring. New JJCI will be responsible for other ongoing JJCI litigation matters.

- **Regulatory:** JJCI's regulatory team will update product registrations and device listings on a periodic basis after announcement of the Restructuring, which would not lead to any FDA facility inspections or other issues. Labels and trade dress for most U.S. products and related advertising materials (including product labels, trade customization, and website content) will not need to be updated because the JJCI company name, jurisdiction of incorporation, address and other label details will not be changing as a result of the Restructuring. The McNeil Consumer Healthcare Division structure will be retained as well for the same reason. An orderly regulatory approval transition process will be implemented upon consummation of the Restructuring.

- **Finance & Tax:** Transfers of certain JJCI assets and subsidiaries may be subject to tax with such cost not expected to exceed $10 million. Following the Restructuring, New JJCI will continue business operations under JJCI's existing EIN. New JJCI operations will be reported under current MRC 1380, while operations of LTL and RAM will be reported under a new MRC 1450. The P&L activities of JJCI, on the one hand, and LTL and RAM on the other hand, will be segmented and will be coordinated as a part of the IT platform build design for this project. New financial statements will need to be prepared for LTL and RAM and made available in connection with the Bankruptcy, and financial statements will need to be prepared and provided to LTL as a requirement under the Funding Agreement, on an ongoing basis. Processes and procedures will need to be implemented for the review, creations and sign-off on these financial statements, which create additional one-time and ongoing costs. The Restructuring should not result in any material change in the federal, state or indirect tax compliance obligations of JJCI/New JJCI.

- **Treasury and Cash Flow Impact:** Management of the QSF will be the responsibility of the Trustee (US Bank). Therefore, upon funding of the QSF, $2 billion will be separated from the J&J cash position. Cash management for LTL and RAM will be handled through separate services agreements and without integration into the J&J treasury systems.

- **Information Technology:** New JJCI will retain JJCI system access after the Restructuring, while new systems access will be established for LTL and RAM to ensure that operations and reporting obligations can be satisfied in a timely manner.

- **Supply Chain:** New JJCI will continue to rely on JJCI manufacturing, supply and vendors after the Restructuring.

- **Communications:** Enterprise communications is prepared to manage internal and external communications regarding the Restructuring.

5. Rationale/Benefits

The Restructuring, followed by the anticipated Bankruptcy, will enable (i) New JJCI to continue to develop, manufacture and sell J&J's Consumer Health products and other solutions to customers, and (ii) LTL to secure an equitable and efficient resolution of the Claims. More specifically, the Bankruptcy case would allow for:

- All lawsuits asserting Claims to be immediately and automatically stayed;
- The determination of an appropriate amount to resolve the Claims by the Bankruptcy Court, following either (i) an agreement as to such amount by the pertinent parties of the Bankruptcy, or (ii) adjudication of such an amount by the Bankruptcy Court; and
- The global and permanent resolution of the Claims pursuant to a plan of reorganization for LTL in the Bankruptcy.

This process should enable the Claims to be resolved in an equitable and efficient manner, without the waste and abuses experienced in the state court tort system.

6. Cost of the Transaction

The project funding required for this business restructuring is estimated at $7.7 million, of which approximately $4.5 million is related to legal fees and $1.0 million for patent registration and other filing fees. Included is $1.2 million in IT costs to set up new systems to allow LTL and RAM to run independently. Additional costs may be incurred once a broader understanding of structural, operational and IT system needs are determined. As such, the above funding requirements do not include any activities related to transaction automation or interfaces with J&J legacy systems.

Transfers of certain JJCI assets and subsidiaries may be subject to tax with such cost not expected to exceed $10 million.

There will be J&J Consumer Health sector financial implications to this restructuring as well. Over $50 million of after-tax annual income from royalty streams will be transferred from JJCI and its affiliates to RAM in the Restructuring.

7. Potential Risks

The Restructuring will require careful coordination across multiple functions within an extremely tight timeframe. In addition, the Restructuring is likely to generate significant press coverage and interest. Appropriate messaging (internally and externally) will be required to avoid or mitigate misunderstandings about the nature of the restructuring and negative publicity.

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8. Due Diligence

The Restructuring has been reviewed by representatives of local and functional teams listed below.

Function	Representative
Controller	A. Lisman
Corporate Law	C. Andrew & V. Coulson
Corporate Secretary	M. Larkin & L. Giacino
Corporate Tax	D. McGraw
Corporate Treasury	L. Freyne & M. Vertenten
Finance	S. Kowalski & C. Stanzione
Litigation	A. White & K. Manfre
Patent Law	M. McCormack, J. Chiodo & A. Kessel
Trademark Law	J. Feldman & M. Pater
Regulatory (Registration, notified bodies)	G. Murphy & E. Scott
Human Resources	L. Berlin & N. Petito
Information Technology	S. Prud'homme & M. Riewe
Supply Chain	P. Karnik & K. Januzzi
Communications	K. Montagnino & M. Munoz

Please provide your approval to proceed.

Chris Andrew
Assistant General Counsel – Consumer Business Development

Steve Kowalski
Senior Finance Director – Consumer Business Development

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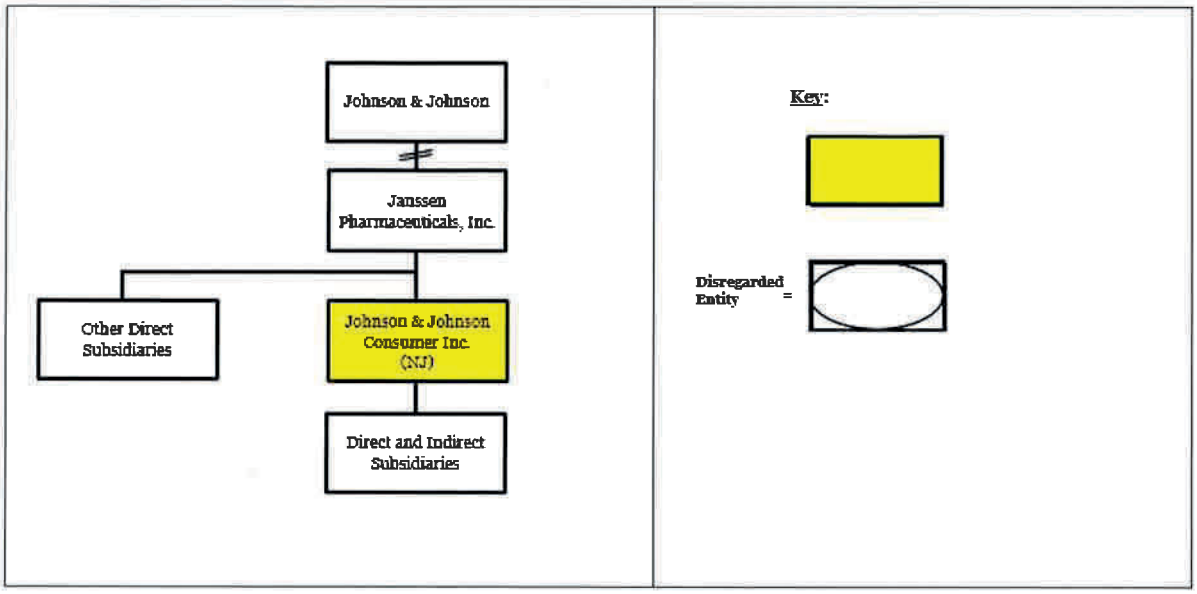
9. **Attachments**

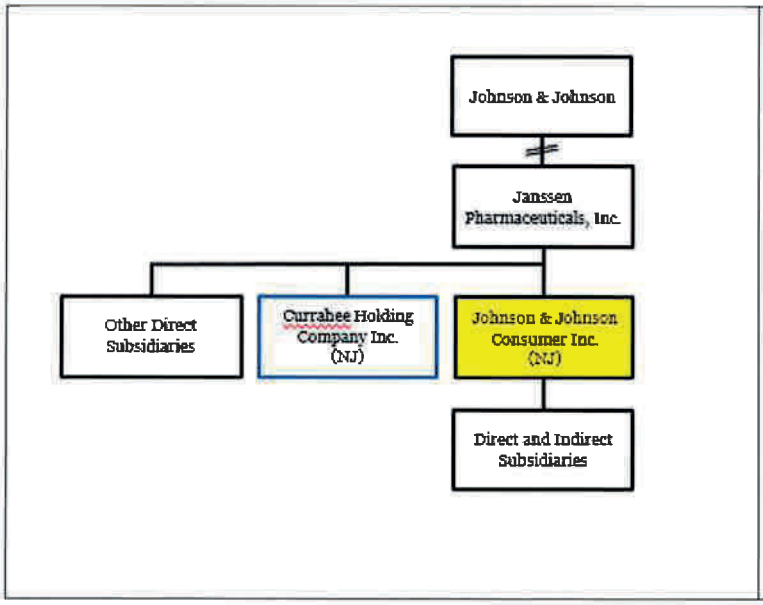
EXHIBIT A

STEP PLAN

Beginning Structure



Step 1



Organize New Jersey Corporation as New Direct Subsidiary of Janssen Pharmaceuticals, Inc.

Janssen Pharmaceuticals, Inc. organizes a New Jersey corporation having the name "Currahee Holding Company Inc."; this entity is treated as a C corporation for U.S. federal income tax purposes.

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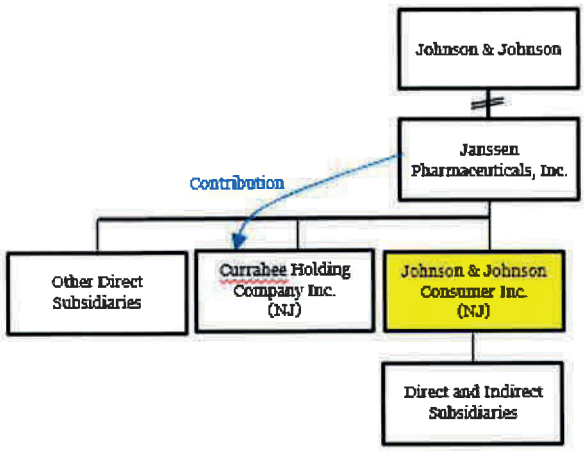
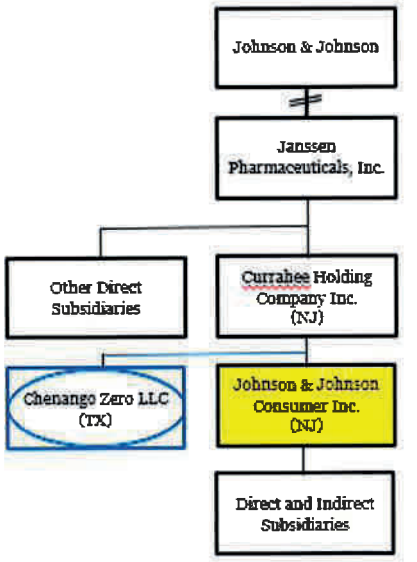
Step 2



Contribute 100% of Ownership of Johnson & Johnson Consumer Inc. to Currahee Holding Company Inc.

Janssen Pharmaceuticals, Inc. contributes 100% of ownership interest in Johnson & Johnson Consumer Inc. ("JJCI") to Currahee Holding Company Inc.

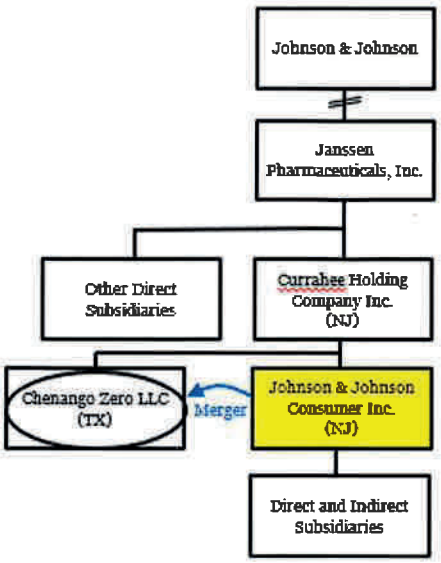
Step 3



Organize Texas Limited Liability Company as New Direct Subsidiary of Currahee Holding Company Inc.

Currahee Holding Company Inc. organizes a new Texas limited liability company having the name "Chenango Zero LLC"; this entity is treated as a disregarded entity for U.S. federal income tax purposes.

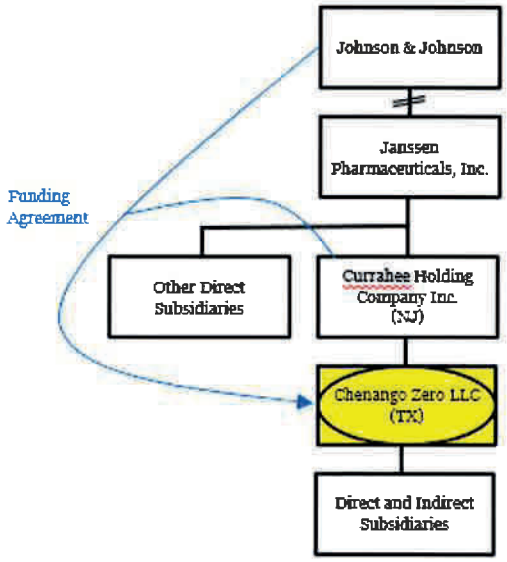
Step 4



Merge JJCI into Chenango Zero LLC

JJCI qualifies Chenango Zero LLC in New Jersey and then merges with and into Chenango Zero LLC by means of a statutory merger, with Chenango Zero LLC as the surviving entity in the merger.

Step 5



Execute Funding Agreement between Johnson & Johnson and Currahee Holding Company Inc., as payors, and Chenango Zero LLC, as payee

Johnson & Johnson and Currahee Holding Company Inc., as payors (on a joint and several basis), and Chenango Zero LLC, as payee, enter into funding agreement ("Funding Agreement").

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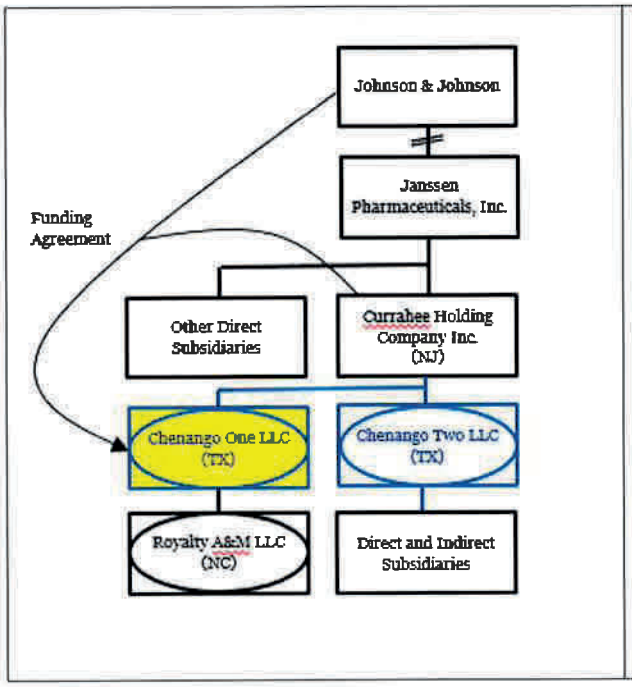
Step 6



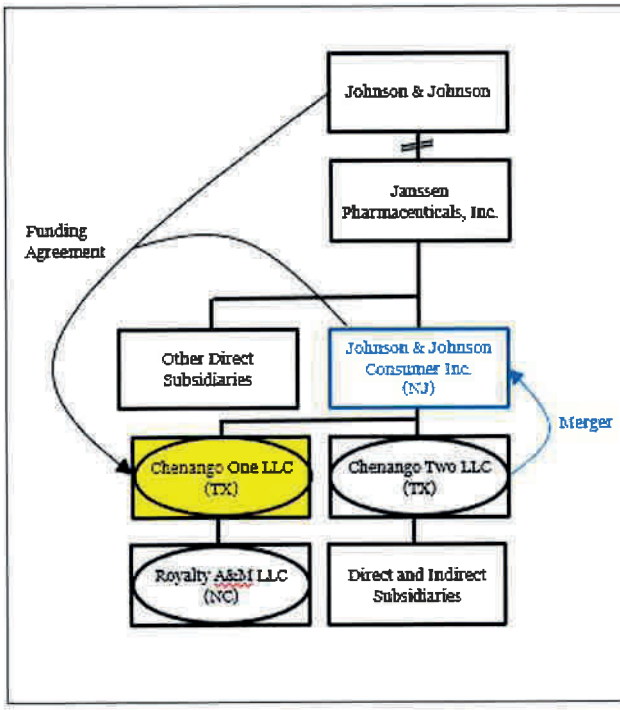
Effect Divisional Merger of Chenango Zero LLC

Chenango Zero LLC effects a statutory divisional merger as a result of which:

1. Chenango Zero LLC ceases to exist;
2. Two new entities are formed, each as a Texas limited liability company that is disregarded for U.S. federal income tax purposes; and
3. the assets and liabilities of Chenango Zero LLC are allocated between the two new entities.

Chenango Zero LLC is withdrawn from New Jersey

Step 7



Merge Chenango Two LLC into Currahee Holding Company Inc., which changes its name to "Johnson & Johnson Consumer Inc."

Chenango Two LLC merges with and into Currahee Holding Company Inc. by means of statutory merger, with Currahee Holding Company Inc. as the surviving entity in the merger.

In connection with the merger, Currahee Holding Company Inc. changes its name to "Johnson & Johnson Consumer Inc."

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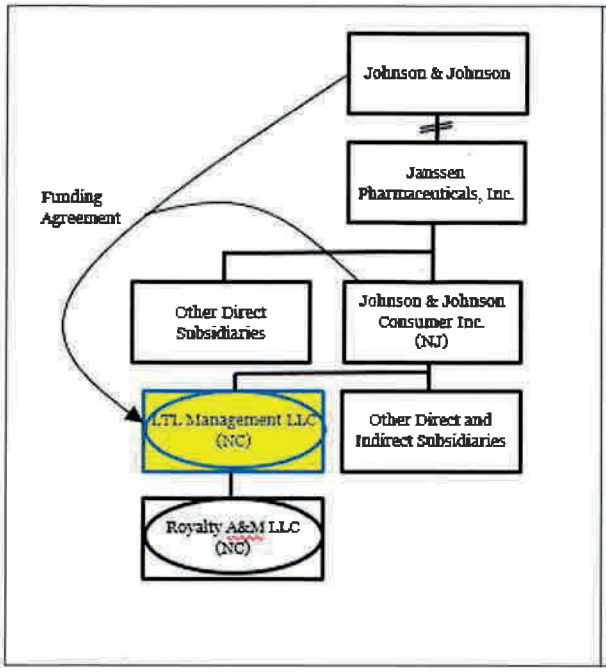
Step 8



Convert Chenango One LLC from Texas Limited Liability Company into a North Carolina Limited Liability Company, changing its name to "LTL Management LLC"

Chenango One LLC changes from a Texas limited liability company into a North Carolina limited liability company by means of a statutory conversion.

In connection with the conversion, Chenango One LLC changes its name to "LTL Management LLC".

Ending Structure

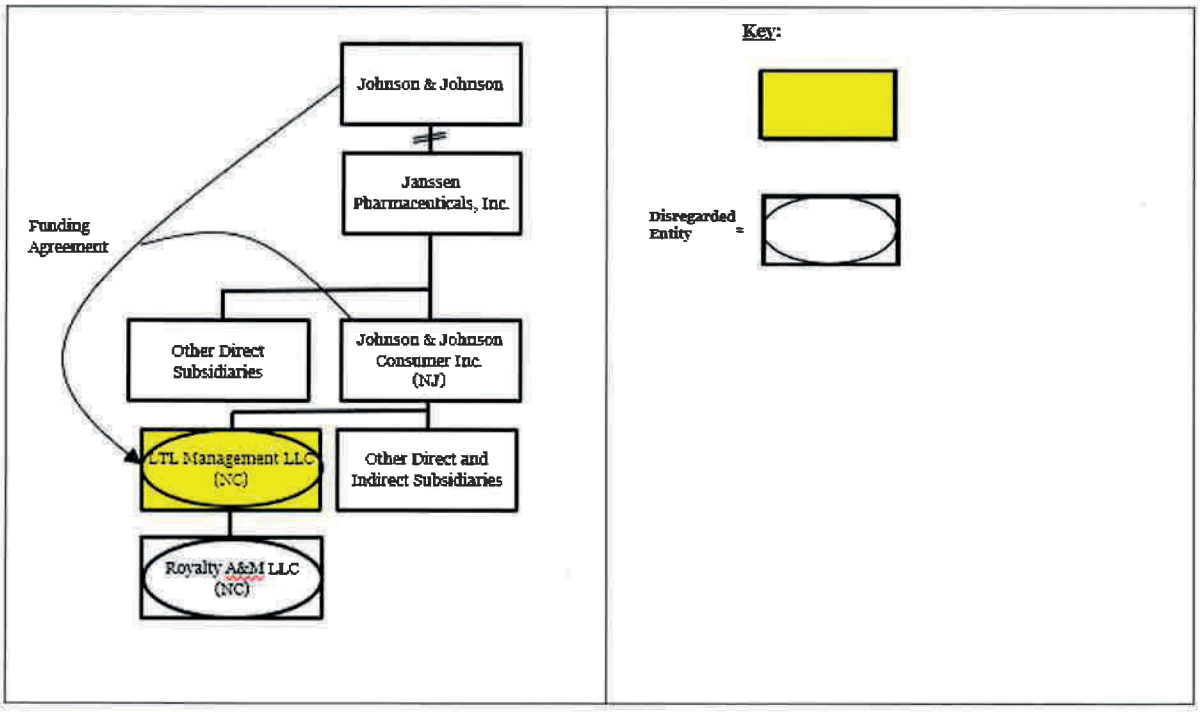


EXHIBIT 27

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From: Hicks, Don [CPCUS] [/O=JNJ/OU=CPCUSSK/CN=RECIPIENTS/CN=DHICKS]
Sent: 12/5/2011 1:18:14 PM
To: Villani, Patricia [CORUS] [pvillan1@its.jnj.com]; McCarthy, Colleen [CONUS] [cmccart1@its.jnj.com]; Brown, Jane [SLCUS Non J&J] [jbrown2@its.jnj.com]; Dharia, Dipti [CPCUS] [ddharia@its.jnj.com]; Harrison, Nadine [CPCUS] [nharri2@its.jnj.com]
Subject: RE: Draft of Product list, FDA classification and shelf life for your review

Just to be clear, the cosmetic, engineered device, and consumer classified products do not have EXP dating on the packages. This is only used internally as a "freshness date".

Donald L. Hicks
Sr. Director Quality Assurance
North America Baby & Korres Franchises
and Caribbean Business Unit
Tel: (908) 874-1272 Mobile: (215) 285-7620
Office: Skillman South (SD-304) Mail Drop: (SE-122)
Johnson & Johnson Family of Consumer Companies
199 Grandview Rd. Skillman, NJ 08558-9418

From: Villani, Patricia [CORUS]
Sent: Sunday, December 04, 2011 8:05 PM
To: McCarthy, Colleen [CONUS]; Brown, Jane [SLCUS Non J&J]; Hicks, Don [CPCUS]; Dharia, Dipti [CPCUS]; Harrison, Nadine [CPCUS]
Subject: Draft of Product list, FDA classification and shelf life for your review

All,

My apologies for the delay. Classifying all of our products took much longer than I anticipated especially for the Beauty products. Please review and let me know if any changes are needed. We'll need help validating the shelf life information. Let me know the best way to confirm.

Thanks,

Patricia

Baby OTC drugs – shelf life 2 years unless otherwise noted:
Desitin Diaper Rash cream, paste, ointments
Desitin Soothing Rash bath treatment
Johnson's Daily Face & Body lotion SPF 40
Johnson's Diaper Rash cream

Baby cosmetic – shelf life 3 years unless otherwise noted:
Johnson's Baby bath
Johnson's Baby cologne
Johnson's Baby gift sets
Johnson's Baby lotion
Johnson's Baby oil
Johnson's Baby powder
Johnson's Baby shampoo
Johnson's Buddies bar, detangler
Johnson's Kids body wash

Johnson's Kids detangler
Johnson's Kids soap
Johnson's Natural Kids hand and face wash
Johnson's Natural Kids body wash
Johnson's Body Care lotion, wash

Baby commodities – shelf life __ years unless otherwise noted:
Johnson's cotton swabs
Johnson's nursing pads

Beauty OTC drugs – shelf life 2 years unless otherwise noted:
Ambi Essentials Daily Moisturizer SPF
Ambi Even and Clear exfoliating wash
Ambi Even and Clear foaming cleanser
Ambit Even and Clear Daily Moisturizer
Ambi Face and Body kits
Aveeno Anti itch Concentrated lotion
Aveeno Anti itch 1% hydrocortisone cream
Aveeno Anti itch Calamine and Pramoxine tube
Aveeno Anti itch Eczema Therapy cream
Aveeno Anti itch Skin Relief Bath treatment
Aveeno Anti itch Skin Relief Medicated treatment
Aveeno Baby Daily Moisturizing lotions
Aveeno Baby Eczema Therapy Moisturizing cream
Aveeno Baby gift sets
Aveeno Baby Organic Harvest Diaper Rash Cream
Aveeno Baby Soothing Bath treatment
Aveeno Baby Soothing Relief Diaper Rash Cream
Aveeno Body Moisture Daily Moisturizing lotion
Aveeno Body Moisture Skin Relief Itch Calming lotion
Aveeno Body Moisture Skin Relief Moisturizing cream, lotion
Aveeno Body Moisture Stress Relief Moisturizing lotion
Aveeno Clear Complexion cream cleanser, pads, pump, bar
Aveeno Clear Complexion Daily moisturizer
Aveeno Positively Ageless anti aging system, moisturizer SPF 30
Aveeno Positively Ageless moisturizer SPF30
Aveeno Positively Radiant moisturizer SPF15/30
Aveeno Smart Essentials Daily moisturizer SPF30
Aveeno Therapeutic Essential moisture lip conditioner SPF 15
Aveeno Soothing bath treatment
Aveeno Ultra Calming Daily moisturizer SPF 15
Clean & Clear Acne Advantage kit, treatment, paste, gel pen
Clean & Clear Advantage exfoliating cleanser, mark treatment
Clean & Clear Acne Advantage Persa-gel
Clean & Clear Advantage foaming acne wash
Clean & Clear Advantage Control Acne moisturizer
Clean & Clear Blackhead scrub, mask
Clean & Clear Continuous Control Acne Cleanser
Clean & Clear Deep Cleaning Astringent
Clean & Clear Dual Action Moisturizer
Clean & Clear Finishes mattifying moisturizer
Clean & Clear Foaming facial cleanser oil free
Clean & Clear Morning Glow moisturizer SPF 15
Lubriderm Advanced therapy lotion SPF 30
Lubriderm Daily Moisture SPF 15
Lubriderm Intense Skin Repair ointment
Neutrogena Advanced Solutions acne therapy system
Neutrogena Age defense anti oxidant daily moisturizer SPF 20
Neutrogena All in one daily scrub
Neutrogena Ageless intensives deep wrinkle moisturizer SPF 20
Neutrogena Ageless intensives tone correcting moisturizer SPF 30
Neutrogena blackhead eliminating cleanser, scrub

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Neutrogena Body Clear scrub, spray, wash
Neutrogena Clear Pore mask, scrub, astringent
Neutrogena Healthy Defense Daily moisturizer
Neutrogena Healthy Skin anti-wrinkle, anti-blemish cleanser
Neutrogena Healthy Skin anti-wrinkle formula SPF 15
Neutrogena Healthy Skin anti-wrinkle anti blemish cream
Neutrogena Healthy Skin enhancer SPF 20
Neutrogena Healthy Skin face lotion, cream SPF 15
Neutrogena Healthy Skin Glow sheers SPF 30
Neutrogena Healthy Skin Liquid make up SPF 20
Neutrogena Healthy Skin Pressed Powder SPF 20
Neutrogena Healthy skin compact make up SPF 55
Neutrogena Lip Moisturizer SPF 15
Neutrogena Men age fighter moisturizer SPF 15
Neutrogena Men healthy defense lotion SPF 50
Neutrogena Men oil free moisture SPF30
Neutrogena Men skin clearing wash, shave cream
Neutrogena Men triple protection lotion SPF 20
Neutrogena Mineral sheers foundation SPF 20
Neutrogena Moisturizer intensified, ultra calming moisture SPF 15
Neutrogena MoistureSheer lip soother SPF 20
Neutrogena Nourishing eye quad SPF 15
Neutrogena Oil free acne stress control treatment, pads, scrub, wash, cleanser, toner
Neutrogena Oil free acne wash, cloths, scrub, cleanser
Neutrogena Oil free moisture SPF 15/35
Neutrogena Oil free visibly even SPF 30
Neutrogena On-the-spot treatment
Neutrogena Rapid Clear gel, toner, lotion, gel, scrub, cleanser, pen, pads
Neutrogena Rapid Wrinkle repair moisturizer SPF 30
Neutrogena Revitalizing lip balm
Neutrogena Skin clearing blemish concealer
Neutrogena Skin clearing mineral powder
Neutrogena Skin clearing liquid make up
Neutrogena sun protection sunblock, lotion, sprays
Neutrogena 3-in 1 Concealer SPF 20
Neutrogena T-Gel shampoo, conditioner
Neutrogena T-Sal shampoo
Neutrogena Ultra sheer liquid daily sun protection
Neutrogena Wet skin sunblock
Purpose Dual Treatment moisture lotion SPF 15
RoC Daily moisturizer SPF 30
RoC Day Rejuvenating moisturizer SPF 20
RoC Retinol Deep Wrinkle Daily moisturizer SPF 30

Beauty cosmetics – shelf life 3 years
Ambi Essentials cleanser
Ambi Even and Clear Mark Minimizer
Ambi Soft and Even lotion
Ambi Specialty bars
Aveeno Advanced Care Moisturizing lotion
Aveeno Ageless vitality elasticity recharging system
Aveeno Baby Calming Comfort bath, lotion
Aveeno Baby Cleansing Therapy wash
Aveeno Baby Essential Moisture Shampoo
Aveeno Baby Organic Harvest Foaming wash, shampoo, lotion
Aveeno Baby Soothing Relief Cream wash, moisture cream
Aveeno Baby wash & shampoo
Aveeno Body Moisture creaming moisturizing oil
Aveeno Body Moisture Intense relief cream
Aveeno Body Moisture Positively Ageless skin strengthening lotion, cream
Aveeno Body Moisture Positively Nourishing 24-hour, invigorating, refreshing, soothing lotion

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Aveeno Body Moisture Skin Moisture Repair Cream
Aveeno Body Wash daily moisturizer, positively nourishing, skin relief, stress relief
Aveeno Hair Care shampoo, conditioner, leave in treatment, glaze, cream
Aveeno Positively Ageless cleanser, scrub
Aveeno Positively Ageless eye, night, treatment cream
Aveeno Positively Radiant cleanser pump, pads
Aveeno Positively Radiant eye illuminator
Aveeno Skin Brightening scrub
Aveeno Smart Essentials scrub, facial wash
Aveeno Smart Essentials eye treatment, nighttime moisture infusion
Aveeno Ultra Calming cleanser pump
Aveeno Shave gel
Aveeno Skin Relief Shower & Bath oil
Aveeno Stress Relief foaming bath
Aveeno Sunblock lotion, spray
Clean & Clear Daily Pore cleanser
Clean & Clear Deep Action cleanser, scrub
Clean & Clear Finishes cleanser
Clean & Clear Foaming facial cleanser sensitive skin
Clean & Clear Makeup dissolving wipes
Clean & Clear Morning Burst
Clean & Clear Oil dissolving sheets
Lubriderm Daily Moisture lotion
Lubriderm Daily Nourishing lotion
Lubriderm Intense Skin Repair lotion
Lubriderm Men's lotion
Lubriderm Soothing Relief lotion
Neutrogena Acne prone facial bar
Neutrogena Ageless Essentials night
Neutrogena Ageless Intensives filler, eye, night, serum
Neutrogena Ageless restoratives
Neutrogena Anti-residue shampoo
Neutrogena Build-a-tan, micro mist tanning
Neutrogena Clean replenishing shampoo, conditioner
Neutrogena Clean volume shampoo
Neutrogena Cleansing wipes, towelettes
Neutrogena Cleansing toner, cleanser, lotion, pads, system
Neutrogena Clinical
Neutrogena Custom Glow blush, bronzer
Neutrogena Deep Clean cleanser, scrub, wipes, sheets, mask
Neutogena Deep moisture cream
Neutrogena Extra Gentle eye makeup remover pads, towelette, remover, cleanser
Neutrogena Facial bar
Neutrogena Healthy Lengths mascara
Neutrogena Healthy Skin anti-wrinkle cream, system, eye cream
Neutrogena Healthy Skin blends
Neutrogena Healthy Skin eye cream
Neutrogena Healthy Skin smoothing stick
Neutrogena Healthy Skin brightening eye protector
Neutrogena Healthy Skin visibly even cleanser
Neutrogena Light Sesame lotion, oil
Neutrogena Lip boost
Neutrogena Liquid facial cleansing formula
Neutrogena Men invigorating wash, post shave, shave cream
Neutrogena Men razor defense scrub, lotion, gel
Neutrogena Moisturizer night, soothing cream
Neutrogena Moistureshine lip gloss
Neutrogena Naturals cleanser, bar, balm, moisturizer, cream, scrub
Neutrogena Norwegian formula cream, treatment, lotion
Neutrogena Nourishing eye duo
Neutrogena Nourishing eye liner
Neutrogena Oil free moisture clear skin, combination skin, sensitive skin

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Neutrogena Original formula facial bar
Neutrogena Pore Refining cleanser, toner
Neutrogena Rainbath cream
Neutrogena Rapid Wrinkle repair eye, night cream
Neutrogena Sugar Scrub
Neutrogena Triple Moisture shampoo, conditioner, mask, cream, mender
Neutrogena Visibly bright daily facial cleanser
Neutrogena Wave pads, cleanser
Purpose cleansing bar,pump
RoC Anti aging face, eye, lash primer
Roc Daily resurfacing disks
RoC Eye beautifier
RoC Eye treatment
RoC Lift eye, night cream
RoC Night treatment
RoC Nourish eye, night cream
RoC Night recharger
RoC Retinol Deep Wrinkle Night cream, serum
RoC Retinol eye cream
RoC Retinol MAX wrinkle resurfacing system
RoC Retinol Sensitive eye, night cream
RoC Retinol Wrinkle filler
RoC Skin Renewing serum
Shower to Shower powder

CHC OTC drugs – shelf life 2 years unless otherwise noted:
Band-Aid Brand first aid wound cleanser
Benadryl topical itch relief
Ben Gay topical creams, gels
Caladryl skin protectant lotion
Cortaid Topical anti itch cream
Listerine Antiseptic Mouthwash
Listerine Restoring anticavity mouthwash
Listerine Total Care anticavity mouthwash
Listerine Total Care Restoring plus whitening mouthwash
Listerine Total Care Zero anticavity mouthwash
Listerine Smart Rinse Mouthwash
Listerine Essential Care toothpaste
Neosporin topical antibiotic creams, ointments, packets
Neosporin wound cleanser foam
Neo-to-go antiseptic pain relieving spray **(18 months)**
Polysporin topical antibiotic ointment
Rembrandt toothpaste
Rembrandt fluoride mouthwash
Rogaine hair regrowth solution and foam **(check shelf life, I think it's longer than 2 years)**
Tucks hemorrhoidal ointment, medicated pads, suppositories
Visine eye drops

CHC OTC Devices – shelf life 3 years
Band-Aid Brand Bandages
Ben Gay heat patch
Carefree pantyliners
Coach bandages, tapes
J&J Red Cross First Aid Kits
J&J Red Cross bandages, gauze, tape
K-Y lubricants **(2 years)**
o.b. tampons
Reach dental floss
Reach toothbrush
Stayfree sanitary napkins
Visine for contacts

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CHC Cosmetics – shelf life 3 years
Band-Aid Brand Blister Block
Cornhuskers lotion
K-Y Intense
K-Y Yours and Mine Kissables
Listerine Agent Cool Blue
Listerine Pocketmist
Listerine Pocketpaks
Listerine Vibrant White **(2 years – need to check all whitening products)**
Listerine Whitening pen
Listerine Whitening Pre-Brush Rinse
Listerine Whitening strips
Listerine Zero mouthwash
Neosporin Lip Health
Plax
Progaine shampoo
Rembrandt Whitening kits
Rembrandt Whitening pen
Rembrandt Whitening strips
Visine eye wipes

McNeil Consumer OTC drugs – shelf life 2 years unless otherwise noted:
Actifed tablets
Benadryl tablets, Kapgels, Softgels, caplets, Ultratabs
Imodium A-D caplets
Imodium caplets, chewable tablets, EZ chews, liquids
Motrin caplets, tablets
Motrin Jr caplets, chewable tablets
Mylicon Infant drops
Mylanta chewable tablets, liquids
Nizoral shampoo
Pepcid chewable tablets, tablets
Precise cream
Rolaids softchews, tablets
Simply Sleep caplets
Sinutab caplets
Sudafed caplets, tablets
Tylenol caplets, EZ tabs, geltabs, Rapid Release gelcaps, tablets
Tylenol Infant drops, suspension
Tylenol Childrens suspension, liquids
Tylenol Jr. Meltaways
Tylenol Allergy, Sinus Cold caplets, liquids, Rapid Release gelcaps,
Zyrtec liquids gels, tablets, extended release tablets
Zyrtec childrens syrup

McNeil Consumer OTC devices – 3 year shelf life:
Precise pain relieving heat patch

McNeil Nutritionals Dietary Supplements - _ year shelf life:
Benecol spread
Lactaid caplets, chewable tablets
Viactiv softchews

McNeil Nutritionals Food - _ year shelf life:
Splenda sweeteners
Sun Crystals sweeteners

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EXHIBIT 28

Category Name	UPC	Price
KORRES		
Ethicon Donation		
AVEENO® Essential Moisture Lip Conditioner with SPF 15 - 0.15 oz.	381370014577	1.65
AVEENO® Daily Moisturizer 12 oz.	381370036005	3.95
NEUTROGENA® OIL-FREE ACNE WASH REDNESS SOOTHING FACIAL CLEANSER 6oz	070501153666	1.08
Neutrogena® Ultimate Sport® Sunblock Lotion SPF 30	086800870265	5.00
CAREFREE® Body Shape™ Pantiliners To Go, 20ct	380041220002	1.00
VISINE® Original .5 oz	074300008035	2.00
LISTERINE® ESSENTIAL CARE® Regular Toothpaste Gel - 4.2 oz.	312547434553	2.15
REACH® Advanced Deign Toothbrush Value Pack, Soft Full Head - 2 ea	381370073307	2.10
LISTERINE® COOL MINT® Antiseptic Mouthwash - 250 ML	312547427203	1.45
Baby Care		
Baby Bath		
JOHNSON'S® Shea & Cocoa Butter Baby Wash - 27 oz.	381370024934	3.45
JOHNSON'S® SHEA & COCOA BUTTER BABY WASH - 15 oz.	381370024941	1.90
JOHNSON'S® Bedtime Moisture Wash - 15 oz.	381370027799	2.45
JOHNSON'S® Moisture Care Baby Wash 15 oz.	381370029953	2.00
JOHNSON'S® Bedtime Bath - 9 oz.	381370032106	2.00
JOHNSON'S® Head-to-Toe Baby Wash - 15 oz.	381370032373	1.95
JOHNSON'S® Baby Bar - 3 oz.	381370032625	0.95
JOHNSON'S® Soothing Vapor Baby Bath - 15 fl oz.	381370032984	2.50
JOHNSON'S® Take-Along Pack - 1 ea	381370034346	2.60
AVEENO® Soothing Baby Bath Treatment - 5 ea	381370036623	2.45
AVEENO® Calming Comfort Baby Bath - 8 oz.	381370038023	2.40
JOHNSON'S® Vanilla Oatmeal Baby Wash - 15 oz.	381370040231	1.95
JOHNSON'S® Kids Head-To-Toe Tropical Blast Body Wash - 9 oz.	381370040743	1.65
JOHNSON'S® Baby Skincare Wipes - 64 ct	381370052579	3.80
JOHNSON'S® Baby Skincare Wipe Refills - 256 ct	381370052593	8.75
JOHNSON'S® Baby Bathtime Essentials Gift Set	381370027386	14.00
JOHNSON'S® Baby First Touch Gift Set	381370027577	7.90
AVEENO® Baby® Essentials Daily Care Gift Set with 100% Organic Cotton Baby Blanket	381371016761	17.15
AVEENO® BABY CALMING COMFORT BATH 18 oz	381371019427	4.00
AVEENO® Baby Soothing Relief Creamy Wash 12 oz	381371023943	3.15
JOHNSON'S® Bedtime Bubble Bath & Wash 15 oz	381371024889	1.75
JOHNSON'S® Bedtime Bubble Bath & Wash 28 oz	381371024919	3.80
JOHNSON'S® Honey Apple Bath 15 oz	381371029334	1.72
JOHNSON'S® Honey Apple Bath 28 oz	381371029433	3.95
JOHNSON'S® Bedtime Bath 15 oz	381370032113	2.50

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Category Name	UPC	Price
JOHNSON'S® Moisture Care Baby Wash, 28 oz	381370031574	3.40
JOHNSON'S® Bedtime Bath, 28oz	381370032588	3.15
JOHNSON'S® Natural® head-to-toe® Baby Wash, 9oz	381371027606	2.55
JOHNSON'S® Natural® head-to-toe® Baby Wash, 18oz	381371028023	3.80
JOHNSON'S® Natural® 2 in 1 Hand & Face Foaming Wash, 10oz	381371028146	2.75
JOHNSON'S® Head-to-Toe Baby Wash – 4oz	381370031079	0.95
JOHNSON'S® Head-to-Toe Baby Wash – 28oz	381370031956	3.20
Baby Cotton		
JOHNSON'S® Cotton Swabs 525 Count Value Pack	381370082385	3.05
JOHNSON'S® Safety Swabs - 55 ct	381370082569	0.90
Johnson's® Safety Swabs 185 ct.	381370029489	1.98
Baby Hair Care		
JOHNSON'S® Kids No More Tangles® Spray-On Detangler - 10 oz.	381370040972	1.75
JOHNSON'S® Buddies No More Tangles Easy-Comb Spray - 8 oz.	381370028215	1.65
JOHNSON'S® Take-Along Pack - 1 ea	381370034346	2.60
JOHNSON'S® Baby Shampoo - 20 oz.	381370037408	2.45
JOHNSON'S® Baby Shampoo With Natural Lavender - 20 oz.	381370037750	2.50
JOHNSON'S® NO MORE TANGLES® Shampoo + Conditioner for Straight or Fine Hair - 13 oz.	381370043485	1.95
AVEENO® Baby® Essential Moisture™ Shampoo 8 oz.	381370011590	2.35
AVEENO® Baby Wash & Shampoo 18 oz	381371023905	3.60
JOHNSON'S® Baby Shampoo w/natural lavender 15 FL OZ	381370037477	2.00
JOHNSON'S® No More Tangles ® Leave-In Conditioner 5oz	381370051763	2.05
Johnson's® Baby Shampoo, 15oz	381370037248	2.00
JOHNSON'S® NO MORE TANGLES® Extra Conditioning Shampoo, 18oz	381370043522	2.50
JOHNSON'S® Natural® Nourishing Baby Shampoo, 10oz	381371027965	2.45
JOHNSON'S® Natural® 3 in 1 Shampoo, Conditioner & Body Wash	381371028047	2.45
JOHNSON'S® NO MORE TANGLES® Shampoo, 18oz	381370043492	2.50
Baby Powders		
JOHNSON'S® Baby Powder - 4 oz.	381370030119	0.85
JOHNSON'S® Baby Powder - 15 oz.	381370030164	2.00
JOHNSON'S® Baby Powder with Lavender & Chamomile - 15 oz.	381370030171	1.95
JOHNSON'S® Baby Powder, Pure Cornstarch - 15 oz.	381370030584	2.00
JOHNSON'S® Baby Powder Pure Cornstarch with Aloe and Vitamin E - 22 oz.	381370030591	2.45
JOHNSON'S® Take-Along Pack - 1 ea	381370034346	2.60
JOHNSON'S® Baby Powder Original 22 OZ	381370030140	2.50
JOHNSON'S® Baby Powder Medicated with Aloe & Vitamin E Medicated, 15 oz	381370030720	2.00
JOHNSON'S® Baby Powder with Lavender & Chamomile - 22 oz.	381370030430	2.50
Lotions & Creams		
DESITIN® ORIGINAL OINTMENT - 16 oz. Jar	074300000657	9.05

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Category Name	UPC	Price
DESITIN® Creamy Zinc Oxide Diaper Rash Ointment - 2 oz.	074300003009	1.60
DESITIN® Multi-Purpose Ointment, Clear - 3.5 oz.	074300495217	3.40
AVEENO® Advanced Care Moisturizing Cream, Active Naturals - 6 oz.	381370010746	4.70
AVEENO® Baby Sunblock Lotion, CONTINUOUS PROTECTION SPF 55 - 4 oz.	381370012740	4.55
AVEENO® Baby Soothing Relief Diaper Rash Cream - 3.7 oz.	381370012986	2.90
JOHNSON'S® Shea & Coco Butter Baby Lotion - 27 oz.	381370024897	3.15
JOHNSON'S® SHEA & COCOA BUTTER BABY LOTION - 15 oz.	381370024927	1.90
JOHNSON'S® No More Rash Diaper Rash Cream with Zinc Oxide 3 in 1 3 oz.	381370027140	1.35
JOHNSON'S® Baby Cream - 8 oz.	381370029939	1.95
JOHNSON'S® Baby Cologne - 6.8 oz.	381370031437	1.60
JOHNSON'S® Take-Along Pack - 1 ea	381370034346	2.60
JOHNSON'S® Baby Lotion - 15 oz.	381370035176	2.00
JOHNSON'S® BEDTIME LOTION - 15 oz.	381370035268	2.50
JOHNSON'S® Vanilla Oatmeal Baby Lotion - 15 oz.	381370041467	1.95
AVEENO® Baby Daily Moisture Lotion, Fragrance Free - 12 fl oz.	381370042297	2.95
Desitin® Creamy® Rapid Relief Jar Rapid Relief Zinc Oxide16 oz.	074300495163	6.65
AVEENO® BABY DAILY MOISTURE LOTION 18 OZ	381371019410	4.00
JOHNSON'S® BABY DAILY FACE & BODY LOTION SPF 40 4 OZ	381371023585	4.86
JOHNSON'S® Baby Bedtime Lotion® 27 oz	381370039686	3.70
JOHNSON'S® Baby Lotion Vanilla Oatmeal 27oz	381370041474	3.20
JOHNSON'S® Natural® Nourishing Baby Lotion, 9oz	381371027972	3.25
JOHNSON'S® Natural® Nourishing Baby Lotion, 18oz	381371027996	5.10
AVEENO® Baby Soothing Relief Diaper Rash Cream - 8 oz.	381370011750	3.15
DESITIN® Maximum Strength Original Paste, 3oz	074300000190	2.35
Oils		
JOHNSON'S® Baby Oil Gel with Aloe Vera & Vitamin E - 6.5 oz.	381370032960	2.00
JOHNSON'S® BABY Oil - 14 oz.	381370033141	2.20
JOHNSON'S® Baby Oil - 20 oz.	381370033202	2.70
JOHNSON'S® Baby Oil with Aloe Vera & Vitamin E - 14 oz.	381370033325	2.15
JOHNSON'S® Baby Oil 3 oz	381370041702	1.50
JOHNSON'S® Baby Creamy Oil Cocoa & Shea Butter 8 oz	381371020737	1.60
JOHNSON'S® Baby Creamy Oil Aloe & Vitamin E 8 oz	381371020744	2.00
Nursing		
JOHNSON'S® Nursing Pads - 36 ea	381370017745	2.60
Cosmetics		
Blush		
NEUTROGENA®HEALTHY SKIN Blends Translucent Oil-Control Powder, Clean - 0.2 oz.	086800005414	5.70
NEUTROGENA®HEALTHY SKIN Blends Sheer Highlighting Blush, Pure - 2 oz.	086800005445	5.70

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Category Name	UPC	Price
NEUTROGENA ® Healthy Skin Custom Glow™ Blush & Bronzer Rosy Glow 40 .31OZ	086800007333	4.86
NEUTROGENA ® Healthy Skin Custom Glow™ Blush & Bronzer Raisin Glow 50 .31OZ	086800007340	5.40
NEUTROGENA ® Healthy Skin Custom Glow™ Blush & Bronzer Plum Glow 60 .31OZ	086800007357	5.40
NEUTROGENA® Healthy Skin Custom Glow™ Blush & Bronzer, Natural Glow	086800007302	5.40
NEUTROGENA® Healthy Skin Custom Glow™ Blush & Bronzer, Berry Glow	086800007326	5.40
Neutrogena® Healthy Skin Blends Sunkissed, .2oz	086800005438	5.80
NEUTROGENA ® Healthy Skin Custom Glow™ Blush & Bronzer Posie Glow .31oz	086800007319	5.40
Concealer		
NEUTROGENA®Healthy Skin Smoothing Stick / Light / 02 - 0.1 oz.	086800123187	3.15
NEUTROGENA®HEALTHY SKIN® Smoothing Stick / Medium / 03 - 0.1 oz.	086800123194	3.15
NEUTROGENA® 3 in 1 Eye Concealer Fair 0.37 oz.	086800124511	4.60
NEUTROGENA® 3-in-1 Concealer for Eyes 0.37 oz - Medium 15	086800124535	4.65
NEUTROGENA® 3-IN-1 Concealer for Eyes .37 oz - Buff 09	086800124559	4.65
NEUTROGENA®Healthy Skin Smoothing Stick , Fair .1oz	086800123170	3.15
NEUTROGENA®Healthy Skin Smoothing Stick , Correcting Yellow .1oz	086800123200	3.15
NEUTROGENA® SkinClearing® Blemish Concealer, Buff	086800105091	4.35
NEUTROGENA® SkinClearing® Blemish Concealer, Fair	086800105053	4.35
NEUTROGENA® SkinClearing® Blemish Concealer, Light	086800105107	4.35
NEUTROGENA® SkinClearing® Blemish Concealer, Medium	086800105152	4.35
Eyes		
NEUTROGENA®Nourishing Eye Liner Cosmic Black 10	086800124818	3.35
NEUTROGENA®Nourishing Eye Liner Spiced Chocolate 30	086800124832	3.35
NEUTROGENA®Nourishing Eye Liner Twilight Blue 50	086800124856	3.35
NEUTROGENA® Nourishing Eye Quad - BLUE SMOKE/150 0.14 OZ.	086800124955	4.15
NEUTROGENA® Nourishing Eye Quad - SEA SHELL/140 0.14 OZ.	086800124948	4.15
NEUTROGENA® Healthy Volume® Waterproof Mascara - Carbon Black 0.21 OZ.	086800124399	3.50
NEUTROGENA® Healthy Volume® Waterproof Mascara - Black Brown 0.21 OZ.	086800124405	3.55
NEUTROGENA® 3-in-1 Concealer for Eyes Light / 10 .37 OZ	086800124528	4.65
NEUTROGENA ® Healthy Skin Brightening Eye Perfector SPF 25 Fair 5 .2OZ	086800006312	6.00
NEUTROGENA ® Healthy Skin Brightening Eye Perfector SPF 25 Buff 9 .2OZ	086800006336	6.00
NEUTROGENA ® Healthy Skin Brightening Eye Perfector SPF 25 Light 10 .2OZ	086800006343	6.00

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Category Name	UPC	Price
NEUTROGENA ® Healthy Skin Brightening Eye Perfector SPF 25 Medium 15 .2 oz	086800006367	6.00
NEUTROGENA® Nourishing Eye Liner, Brushed Pewter	086800124825	3.65
NEUTROGENA® Nourishing Eye Quad, Butter Crème	086800124917	4.60
NEUTROGENA® Nourishing Eye Quad, Moonlit Violet	086800124979	4.60
NEUTROGENA® Healthy Volume® Mascara Regular, Black/ Brown	086800124382	3.85
Neutrogena® Healthy Lengths Mascara, Carbon Black	086800125013	3.75
Neutrogena® Healthy Lengths Mascara, Black/Brown	086800125020	3.38
Neutrogena® Healthy Lengths Mascara Waterproof, Carbon Black	086800125068	3.75
Neutrogena® Healthy Lengths Mascara Waterproof, Black/Brown	086800125082	3.75
Neutrogena® Healthy Lengths Mascara, Black/Brown	086800125037	3.75
Foundation		
NEUTROGENA®Healthy Skin Enhancer, Ivory to Fair 10 - 1 oz.	086800005216	5.50
NEUTROGENA®Healthy Skin Enhancer, Fair to Light 20 - 1 oz.	086800005223	5.50
NEUTROGENA®Healthy Skin Enhancer, Light to Neutral 30 - 1 oz.	086800005230	5.50
NEUTROGENA®Healthy Skin Enhancer, Neutral to Tan 40 - 1 oz.	086800005247	5.50
NEUTROGENA®Healthy Skin Enhancer, Tan to Medium 50 - 1 oz.	086800005254	5.50
NEUTROGENA® Healthy Skin Enhancer, Medium to Olive 60 - 1 oz.	086800005261	5.50
NEUTROGENA®MINERAL SHEERS Powder Foundation, Classic Ivory - 1 ea	086800005513	5.85
NEUTROGENA®MINERAL SHEERS Powder Foundation, Natural Ivory - 1 ea	086800005520	5.85
NEUTROGENA®MINERAL SHEERS™ Powder Foundation, Buff- 1 ea	086800005537	5.85
NEUTROGENA®MINERAL SHEERS Powder Foundation, Nude - 1 ea	086800005544	5.85
NEUTROGENA®MINERAL SHEERS Powder Foundation, Soft Beige - 1 ea	086800005551	5.85
NEUTROGENA®MINERAL SHEERS Powder Foundation, Natural Beige - 1 ea	086800005568	5.85
NEUTROGENA®MINERAL SHEERS Powder Foundation, Honey Beige - 1 ea	086800005575	5.85
NEUTROGENA®MINERAL SHEERS Powder Foundation, Tan - 1 ea	086800005582	5.85
NEUTROGENA®Healthy Skin GLOW SHEERS SPF 30, Ivory to Fair - 1.1 oz.	086800124412	5.70
NEUTROGENA®Healthy Skin GLOW SHEERS SPF 30, Fair to Light - 1.1 oz.	086800124429	5.70
NEUTROGENA®Healthy Skin GLOW SHEERS SPF 30, Light to Medium - 1.1 oz.	086800124436	5.90
NEUTROGENA®Healthy Skin GLOW SHEERS SPF 30 Medium to Tan - 1.1 oz.	086800124443	5.90
NEUTROGENA® HEALTHY SKIN® LIQUID MAKEUP SPF20 CLASIC IVORY 10 1OZ	086800670018	5.65
NEUTROGENA® HEALTHY SKIN® LIQUID MAKEUP SPF20 NUDE 40 1OZ	086800670049	5.65
NEUTROGENA® HEALTHY SKIN® LIQUID MAKEUP SPF20 SOFT BEIGE 50 1 OZ.	086800670056	5.65

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Category Name	UPC	Price
NEUTROGENA® HEALTHY SKIN® LIQUID MAKEUP SPF20 MED BEIGE 80 1OZ	086800670087	5.65
NEUTROGENA® HEALTHY SKIN® LIQUID MAKEUP SPF20 HONEY BEIGE 10 1OZ	086800670117	5.65
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Soft Beige 50 .18oz	086800006459	6.00
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Classic Ivory 10 .18oz	086800006411	6.00
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Ivory 20 .18OZ	086800006428	6.00
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Buff 30 .18oz	086800006435	6.00
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Nude 40 .18oz	086800006442	6.00
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Natural Beige 60 .18oz	086800006466	6.00
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Honey Beige 70 .18OZ	086800006473	5.48
NEUTROGENA ® Mineral Sheers Loose Powder Foundation Tan 80 .18oz	086800006480	6.00
NEUTROGENA® Healthy Skin® Liquid Makeup, Natural Ivory 1oz	086800670025	6.25
NEUTROGENA® Healthy Skin® Liquid Makeup, Buff 1oz	086800670032	6.25
NEUTROGENA® Healthy Skin® Liquid Makeup, Natural Beige 1oz	086800670063	6.25
NEUTROGENA® Healthy Skin® Liquid Makeup, Warm Beige 1oz	086800670094	6.25
NEUTROGENA® Healthy Skin® Liquid Makeup, Natural Tan 1oz	086800670100	6.25
NEUTROGENA® Healthy Skin® Liquid Makeup, Tan 1oz	086800670124	5.63
NEUTROGENA® Healthy Skin® Liquid Makeup, Fresh Beige 1oz	086800670070	6.25
Neutrogena® Healthy Skin Compact Makeup SPF 55, Warm Beige	086800007951	6.00
Neutrogena® Healthy Skin Compact Makeup SPF 55, Fresh Beige	086800007944	6.00
NEUTROGENA®SKINCLEARING® Oil-Free Makeup, Buff - 1 oz.	086800003960	6.25
NEUTROGENA®SKINCLEARING® Oil-Free Makeup, Nude - 1 oz	086800003977	6.25
Neutrogena® Healthy Skin Compact Makeup SPF 55, Nude	086800007500	5.40
Neutrogena® Healthy Skin Compact Makeup SPF 55, Buff	086800007517	5.40
Neutrogena® Healthy Skin Compact Makeup SPF 55, Soft Beige	086800007920	6.00
Neutrogena® Healthy Skin Compact Makeup SPF 55, Natural Beige	086800007937	6.00
Lips		
NEUTROGENA® MoistureShine® Lip Stick SPF20 400 / Berry Burst .12 oz.	086800674139	4.35
NEUTROGENA®Lip Moisturizer (SPF 15) - 0.15 oz.	070501042007	1.25
NEUTROGENA®MOISTURESHINE Lip Soother Cooling Hydragel, Glaze - 0.35 oz.	086800000914	3.35
NEUTROGENA®MOISTURESHINE Lip Soother Cooling Hydragel, Shine - 0.35 oz.	086800000921	3.35
NEUTROGENA®MOISTURESHINE Lip Soother Cooling Hydragel, Gleam - 0.35 oz.	086800000938	3.35

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Category Name	UPC	Price
AVEENO® Essential Moisture Lip Conditioner with SPF 15 - 0.15 oz.	381370014577	1.65
NEUTROGENA ® MoistureShine® Gloss Super Sparkle 100 .220Z	086800675006	4.00
NEUTROGENA ® MoistureShine® Gloss Natural Boost 200 .220Z	086800675013	4.00
NEUTROGENA ® MoistureShine® Gloss Copper Power 210 .220Z	086800675020	4.00
NEUTROGENA ® MoistureShine® Gloss Pure Cider 220 .220Z	086800675037	4.00
NEUTROGENA ® MoistureShine® Gloss Vita Plum230 .220Z	086800675044	4.00
NEUTROGENA ® MoistureShine® Gloss Fruity Pink 110 .220Z	086800675051	4.00
NEUTROGENA ® MoistureShine® Gloss Healthy Blush 120 .220Z	086800675068	4.00
NEUTROGENA ® MoistureShine® Gloss Healthy Peach 500 .220Z	086800675082	4.00
NEUTROGENA ® MoistureShine® Gloss Vital Violet 300 .220Z	086800675099	4.00
NEUTROGENA ® MoistureShine® Gloss Refreshing Rose 310 .220Z	086800675105	4.00
NEUTROGENA ® MoistureShine® Gloss Berry Fit 400 .220Z	086800675112	4.00
NEUTROGENA ® MoistureShine® Gloss Potent Plum 320 .220Z	086800675129	4.00
NEUTROGENA ® MoistureShine® Gloss Wine Wellness 410 .220Z	086800675136	4.00
NEUTROGENA ® MoistureShine® Gloss Nutri Berry 130 .220Z	086800675075	4.00
NEUTROGENA® MoistureShine® Lip Soother, Glimmer .35oz	086800690016	3.35
NEUTROGENA® MoistureShine® Lip Soother, Sparkle .35oz	086800690023	3.35
NEUTROGENA® MoistureShine® Lip Soother, Glow .35oz	086800690030	3.35
NEOSPORIN® LIP HEALTH™ daily hydration therapy	312547238700	2.20
NEUTROGENA®MOISTURESHINE™ Lip Soother, Sheen - 0.35 oz.	086800000945	3.35
NEUTROGENA®MOISTURESHINE™ Lip Soother, Shimmer - 0.35 oz	086800000952	3.35
NEUTROGENA®MOISTURESHINE™ Lip Soother, Glisten - 0.35 oz.	086800000969	3.35
NEUTROGENA® Revitalizing Lip Balm Soft Carmel, .15oz	086800009610	4.00
NEUTROGENA® Revitalizing Lip Balm Petal Glow, .15oz	086800009634	4.00
Powder		
NEUTROGENA ® Skin Clearing Mineral Powder Natural Ivory 20 .38OZ	086800005926	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Classic Ivory 10 .38OZ	086800005919	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Buff 30 .38OZ	086800005933	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Nude 40 .38OZ	086800005940	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Soft Beige 50 .38OZ	086800005957	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Natural Beige 60 .38OZ	086800005964	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Honey Beige 70 .38OZ	086800005971	6.00
NEUTROGENA ® Skin Clearing Mineral Powder Tan 80 .38OZ	086800005988	6.00
Make-Up Removers		
NEUTROGENA®Make-up Remover Cleansing Towelettes - 25 ea	070501051009	4.60

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Category Name	UPC	Price
NEUTROGENA®Make-up Remover Cleansing Towelettes Refill Pack - 25 ea	070501051054	3.25
NEUTROGENA® Ultra-Soft Eye Makeup Remover Pads 30 CT	070501050675	3.95
Neutrogena® Oil-Free Eye Makeup Remover, 5.5oz	070501050651	3.80
Diabetes Management		
Gifts		
JOHNSON'S® Baby Bathtime Essentials Gift Set	381370027386	14.00
JOHNSON'S® Baby First Touch Gift Set	381370027577	7.90
AVEENO® Baby® Essentials Daily Care Gift Set with 100% Organic Cotton Baby Blanket	381371016761	17.15
JOHNSON'S® Baby Gift Set Bedtime Sweet Sleep Set™	381371022861	14.95
JOHNSON'S® natural™ Gift Set	381371029570	17.00
Intimate Health Care		
Lubricants		
K-Y® Personal Lubricant Liquid - 2.5 oz.	380040087088	3.15
K-Y® INTRIGUE Personal Lubricant - 2.75 oz.	380040087330	8.05
K-Y® SENSUAL SILK Personal Lubricant - 1.5 oz.	380040087354	2.70
K-Y® TINGLING Jelly, Personal Lubricant - 5 oz.	380040088887	4.90
K-Y® Yours+Mine Couples Lubricant - 3 fl oz.	380040088924	8.85
K-Y® BRAND INTENSE 10 ML	380040086951	6.20
K-Y® BRAND Sensual Silk™ Tingling Ultragel®	380040087934	3.20
Massage Lotions		
K-Y® TOUCH MASSAGE 2-in-1 Tingling Body Massage & Lubricant - 6.7 oz.	380040087590	4.95
K-Y® TOUCH MASSAGE 2-in-1 Sensations Set	380040087767	5.05
K-Y® Touch Massage Warming 2-in-1 - 6.7 oz.	380040089624	5.50
K-Y® Brand YOURS + MINE® KISSABLE SENSATIONS™ 3oz	380041083348	6.56
Vaginal Moisturizers		
K-Y® SILK-E Vaginal Moisturizer - 2.5 oz.	380040087149	3.15
New Products		
AVEENO® LIVING COLOR™ Shampoo for Finer Hair, 10.5oz	381371018574	3.15
AVEENO® LIVING COLOR™ Conditioner for Finer Hair, 10.5oz	381371018581	3.15
AVEENO® LIVING COLOR™ Shampoo for Medium to Thick Hair, 10.5oz	381371018598	3.15
AVEENO® LIVING COLOR™ Conditioner for Medium to Thick, 10.5 oz	381371018604	3.15
AVEENO® LIVING COLOR™ Shine Enhancing Glaze, 4oz	381371018666	3.15
AVEENO® SUN BABY Natural Protection Sunblock SPF 50+ Stick, .5 oz.	381371018703	4.60
AVEENO SUN Natural Protection Sunblock SPF 30 Lotion, 3 oz	381371018710	5.25
AVEENO SUN BABY Natural Protection SPF 30 Lotion, 3 oz	381371018727	5.30
AVEENO® Positively Nourishing™ Anti-Oxidant Body Wash Blackberry + Vanilla, 16 oz	381371018789	2.95
CLEAN & CLEAR® MORNING BURST® Splash Body Wash, 16 oz	381371022052	2.90
CLEAN & CLEAR® MORNING BURST® Boost Body Wash 16 oz.	381371022205	2.90

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Category Name	UPC	Price
CLEAN & CLEAR® MORNING BURST® Charge Body Wash 16 oz.	381371024582	2.90
JOHNSON'S® natural™ Gift Set	381371029570	17.00
LUBRIDERM® Men's 3-in-1 Lotion, 16 oz	052800480728	4.15
LUBRIDERM® Men's 3-in-1 Lotion Fragrance Free, 16 oz	052800480735	4.15
JOHNSON'S® Natural® head-to-toe® Baby Wash, 9oz	381371027606	2.55
JOHNSON'S® Natural® head-to-toe® Baby Wash, 18oz	381371028023	3.80
JOHNSON'S® Natural® 2 in 1 Hand & Face Foaming Wash,10oz	381371028146	2.75
JOHNSON'S® Natural® Nourishing Baby Lotion, 9oz	381371027972	3.25
JOHNSON'S® Natural® Nourishing Baby Lotion, 18oz	381371027996	5.10
JOHNSON'S® Natural® Nourishing Baby Shampoo, 10oz	381371027965	2.45
JOHNSON'S® Natural® 3 in 1 Shampoo, Conditioner & Body Wash	381371028047	2.45
Clean&Clear® Mattifying Cleanser, 5oz	381371022366	2.80
Clean&Clear® Mattifying Moisturizer SPF 15, 1.7oz	381371022359	2.80
AVEENO® NOURISH+STYLE Fortifying Hairspray,9oz	381371017188	3.15
Clean&Clear® Advantage® Popped Pimple Relief™ Drying Paste, .5oz	381371022298	3.10
BENGAY® Cold Therapy Pain Relieving Gel	074300492544	4.40
VISINE®TOTALITY® Multi-Symptom Relief Eye Drop, 5oz	342002209051	3.25
BAND-AID® DISNEY® Fairies™, Assorted – 20ea	381371040094	1.15
BAND-AID® Decorated, Assorted – 20ea	381371042265	1.15
BAND-AID® DISNEY® Phineas and Ferb™, Assorted – 20ea	381371044917	1.15
Reach® Barbie™ Toothbrush value Pack, 2ct	381371092185	1.90
Reach® Barbie™ Toothbrush value Pack, 1ct	381371092222	1.20
Neutrogena® Clinical® Anti-Aging Booster Serum	070501021255	10.35
Neutrogena® Healthy Skin® Firming Cream SPF 15, 2.5oz	070501054505	7.05
Neutrogena® Healthy Skin® Radiance Cream SPF 15, 2.5oz	070501054604	7.05
Neutrogena® Healthy Skin® Anti-Wrinkle System	070501701362	11.70
Neutrogena® Men® Active Protect Face Lotion SPF 50+	070501020272	5.15
NEUTROGENA® Clear Pore Daily Scrub, 4.7oz	070501060421	3.50
Neutrogena® Pure & Free™ Liquid Daily Sunblock SPF 50, 1.4oz	086800860419	6.35
Neutrogena® Ultimate Sport® Sunblock Lotion SPF 30	086800870265	5.00
NEUTROGENA® Wet Skin Kids Sunblock Spray SPF 70+	086800870333	5.85
NEUTROGENA® Wet Skin Sunblock Spray SPF 30	086800870340	5.00
NEUTROGENA® Wet Skin Sunblock Spray SPF 50	086800870357	5.50
NEUTROGENA® Wet Skin Sunblock Spray SPF 85+	086800870364	5.85
Neutrogena® Spectrum+ Advanced Sunblock Spay SPF100	086800870418	6.80

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Category Name	UPC	Price
NEOSPORIN® LIP HEALTH™ daily hydration therapy	312547238700	2.20
ROC® MULTI-CORREXION™ LIFT Anti-Gravity Night Cream, 1.7oz	381371088638	11.70
ROC® MULTI-CORREXION™ LIFT Anti Gravity Serum, 1.3oz	381371088652	11.70
ROC® MULTI-CORREXION™ LIFT Anti Gravity Eye Cream, .5oz	381371088669	11.70
Neutrogena® Ultra Sheer Liquid Daily Sun Protection SPF 55, 1.4oz	086800009764	6.35
SPLENDA® ESSENTIALS™ No Calorie Sweetener, with B Vitamins	722776201602	1.85
SPLENDA® No Calorie Sweetener, Minis 100ct	722776227015	2.25
NEUTROGENA® Revitalizing Lip Balm Soft Carmel, .15oz	086800009610	4.00
NEUTROGENA® Revitalizing Lip Balm Petal Glow, .15oz	086800009634	4.00
Nutritionals		
Supplements		
VIACTIV® Milk Chocolate - 60 ea	300450102034	4.20
VIACTIV® Calcium Soft Chews Plus Vitamin D & K, Caramel - 60 ea	300450103031	4.68
VIACTIV® Multi-Vitamin Milk Chocolate Chews - 60 ea	300450164605	4.52
VIACTIV® Calcium Chocolate Mint Chews - 60 ea	300450437600	4.20
BENECOL® Smart Chews 120 ct.	300450865212	12.00
VIACTIV® Calcium Dietary Supplement Soft Chews+ Vitamin D Milk Chocolate 100 Ct.	300450102959	5.15
VIACTIV® Calcium Dietary Supplement Soft Chews + Vitamin D Caramel 100 Ct.	300450103956	5.15
Sweeteners		
SPLENDA® No Calorie Sweetner - 50 Packets	722776200018	0.95
SPLENDA® No Calorie Sweetener - 200 Packets	722776200032	4.20
SPLENDA® No Calorie Sweetener, Granulated - 1.9 oz.	722776210017	1.60
SPLENDA® No Calorie Sweetener, Granulated - 3.8 oz.	722776210024	2.30
SPLENDA® Sweetener, Sugar Blend - 2 lbs	722776230015	5.70
SPLENDA® Brown Sugar Blend - 1 lb	722776230329	3.45
SPLENDA® Flavor Blends for Coffee, French Vanilla - 30 ct	722776243015	1.85
SPLENDA® Flavor Blends for Coffee, Hazelnut - 30 ct	722776243022	1.85
SPLENDA® Flavor Blends for Coffee, Mocha - 30 ct	722776243039	2.60
SUN CRYSTALS® All-Natural Sweetener Packets – 50CT	722776236505	1.65
SPLENDA® No Calorie Sweetener with Fiber, Granular 7.5 oz.	722776240519	1.89
SPLENDA® No Calorie Sweetener with Fiber, Packets 80 Ct.	722776201800	2.10
SPLENDA® ESSENTIALS™ No Calorie Sweetener, with B Vitamins	722776201602	1.85
SPLENDA® No Calorie Sweetener, Minis 100ct	722776227015	2.25
Oral Health Care		
Breath Fresheners		
LISTERINE® POCKETPAKS® Breath Strips, COOL MINT® - 3 pack	012547433203	2.10

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Category Name	UPC	Price
LISTERINE® POCKETPAKS® Breath Strips, FRESHBURST® - 3 pack	012547436204	2.10
LISTERINE® POCKETPAKS® Breath Strips, Cinnamon - 3 pack	012547437201	1.90
LISTERINE® POCKETPAKS® Breath Strips, Fresh Citrus - 3 pack	012547444209	2.10
Dental Floss		
JOHNSON & JOHNSON REACH® Cleanpaste™ Original Icy Mint 50 YD	381370097235	3.90
JOHNSON & JOHNSON REACH® Easy Slide Floss Waxed, Mint - 40 yds	381370091837	1.60
JOHNSON & JOHNSON REACH® Floss, Waxed - 55 yds	381370092131	0.70
JOHNSON & JOHNSON REACH® Floss Waxed, Cinnamon - 55 yds	381370092193	0.60
REACH® ACCESS Daily Flosser Starter Pack - 1 Kit	381370096559	1.35
REACH® FLOSS UNWAXED 55 YARD	381370092155	0.70
REACH® FLOSS ICY-SPEARMINT CLEAN BURST 55 YARD	381370094708	0.70
REACH® GENTLE GUM CARE Woven Floss Mint 50yd	381370093305	1.40
JOHNSON & JOHNSON REACH® Floss Waxed, Mint - 55 yds	381370092179	0.70
Denture care		
Rinse		
LISTERINE® Whitening Pre-Brush Rinse, Clean Mint - 16 oz.	012547425253	3.10
LISTERINE® AGENT COOL BLUE® Bubble Blast® 16.9 oz.	012547445275	2.40
LISTERINE® AGENT COOL BLUE® Glacier Mint - 16.9 oz.	012547445671	2.15
LISTERINE® SMART RINSE MINT SHIELD 16.9 oz.	312547113250	2.35
LISTERINE® SMART RINSE BERRY SHIELD 16.9 oz.	312547115254	2.25
LISTERINE® TOTAL CARE Anticavity Mouthwash - 250 ML	312547306201	1.95
LISTERINE® Tooth Defense Anticavity Fluoride Rinse, Mint Shield - 1L	312547306355	3.60
LISTERINE® COOL MINT® Antiseptic Mouthwash - 250 ML	312547427203	1.45
LISTERINE® Antiseptic Mouthwash, COOL MINT® - 16.9 oz.	312547427258	2.35
LISTERINE® Advanced Antiseptic Tartar Protection, Arctic Mint - 250 ML	312547429207	1.95
ADVANCED LISTERINE® with TARTAR PROTECTION ARCTIC MINT - 500 ML	312547429252	1.86
LISTERINE® Antiseptic Mouthwash, Natural Citrus - 16.9 oz.	312547443050	2.65
LISTERINE® Antiseptic Mouthwash, Original - 1L	312547701525	3.15
LISTERINE® Antiseptic Mouthwash FreshBurst® 500 ML	312547428255	2.10
LISTERINE® Cool Mint® 1 L	312547427357	1.75
LISTERINE® FreshBurst® 250 ML	312547428200	1.70
LISTERINE® FreshBurst® 1L	312547428354	3.30
LISTERINE® Advanced w/Tartar Protection Arctic Mint™ 1 L	312547429351	3.60
LISTERINE® Soft Mint™ 1L	312547521352	3.60
Toothbrushes		
REACH® Advanced Design Full Head, Soft - 1 ea	381370072010	1.35
REACH® Advanced Deign Toothbrush Value Pack, Soft Full Head - 2 ea	381370073307	2.10

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Category Name	UPC	Price
REACH® MAX Tooth & Gum Brush, Soft Full - 1 ea	381370078975	1.75
REACH® Tooth & Gum Brush, Medium Full - 1 ea	381370078982	1.75
REACH® MAX Tooth & Gum Brush, Soft Full Head 2 ea	381370080848	2.80
REACH® Advanced Design Toothbrush, Medium Full Head - 2 ea	381370080862	2.10
REACH® CRYSTAL CLEAN Soft Full Head Value Pack - 2 ea	381370095415	1.00
REACH® Youth Batman Toothbrush Value Pack - 2 ea	381370097907	2.10
REACH® Children's Wondergrip Toothbrush - 4 ea	381370098690	2.60
REACH® Advanced Design Firm Full Head- 1 ct	381370072386	1.30
REACH® CRYSTAL CLEAN™ Soft Full Head 1 CT	381370095088	0.65
REACH® CRYSTAL CLEAN™ Medium Full Head 1CT	381370095095	0.65
REACH® CRYSTAL CLEAN™ Firm Full Head 1 CT	381370095101	0.65
REACH® Youth Batman Toothbrush 1 CT	381370095286	1.30
Reach® Barbie™ Toothbrush value Pack, 2ct	381371092185	1.90
Reach® Barbie™ Toothbrush value Pack, 1ct	381371092222	1.20
REACH® Advanced Deign Toothbrush Value Pack, Firm Full Head - 2 ea	381370079620	2.10
Whitening		
LISTERINE® Whitening Pre-Brush Rinse, Clean Mint - 16 oz.	012547425253	3.10
LISTERINE® Whitening Quick Dissolving Strips, Clean Mint - 56 ea	012547425604	13.85
REMBRANDT® Whitening Strips - 14 ea	049336006515	11.05
REMBRANDT® Plus Peroxide Whitening Toothpaste, Wintergreen Flavor - 2.6 oz.	049336437005	3.40
REMBRANDT® Intense Stain Removal Toothpaste, Mint Flavor - 3 oz.	049336447004	3.40
REMBRANDT® 2 Hour White - 1 pack	049336653009	11.40
REMBRANDT® Plus Peroxide Fresh Mint Toothpaste 2.6oz	049336436008	3.75
Toothpaste		
REMBRANDT® Plus Peroxide Whitening Toothpaste, Wintergreen Flavor - 2.6 oz.	049336437005	3.40
REMBRANDT® Intense Stain Removal Toothpaste, Mint Flavor - 3 oz.	049336447004	3.40
LISTERINE® ESSENTIAL CARE® Regular Paste - 4.2 oz.	312547434058	2.50
LISTERINE® ESSENTIAL CARE® Regular Toothpaste Gel - 4.2 oz.	312547434553	2.15
LISTERINE® ESSENTIAL CARE® Toothpaste - Powerful Mint Gel, Tartar Control - 4.2 oz.	312547434751	2.25
REMBRANDT® Plus Peroxide Fresh Mint Toothpaste 2.6oz	049336436008	3.75
OTC Medicines		
Aches, Pains & Fever Relief		
BENGAY® Vanishing Scent Non-Greasy 2 oz.	074300005393	2.45
TYLENOL® Extra Strength PM Gel Tab - 100 each	300450176103	4.16
MOTRIN® IB Coated Tablets 100 Ct.	300450463043	4.40
BENGAY® Ultra Strength Cream - 4 oz.	074300005362	4.25
BENGAY® Ultra Strength Pain Relieving Patch - 5 ct	074300081502	3.60

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Category Name	UPC	Price
TYLENOL® Extra Strength EZ Tablets - 100 ea	300450422101	5.55
TYLENOL®Extra Strength Caplets - 100 ea	300450449092	4.90
TYLENOL® Extra Strength Caplets, Vial Blister - 10 ea	300450449153	0.95
MOTRIN® Caplets - 100 ea	300450481016	4.40
TYLENOL®PM Extra Strength Caplets - 100 ea	300450482105	5.20
TYLENOL® Regular Strength Tablets - 100 ea	300450496607	3.12
MOTRIN® IB PM CAPLET 80 CT	300450563804	6.20
MOTRIN® IB Coated Caplets (50 Pouches of 2 Caplet) 100 CT BOX	300450481528	5.30
TYLENOL® EXTRA STRENGTH Rapid Release Gelcaps 50 CT	300450488503	3.90
TYLENOL® PRECISE™ PAIN RELIEVING HEAT PATCH 3 CT	300450591135	4.45
TYLENOL® PRECISE™ Pain Relieving Heat Patch 4 ct	300450591142	4.01
TYLENOL® PRECISE™ Pain Relieving Cream 2.5 oz	300450597021	4.45
BENGAY® Greaseless Pain Relieving Cream 4 oz	074300005317	3.70
TYLENOL® EXTRA STRENGTH Tablets 60 CT	300450499684	3.20
BENGAY® Greaseless Pain Relieving Cream , 2oz	074300005300	2.50
BENGAY® Ultra Strength Pain Relieving Patch, Large 4ct	074300081496	4.00
BENGAY® Cold Therapy Pain Relieving Gel	074300492544	4.40
TYLENOL®Extra Strength Caplets (50 Pouches of 2 Caplet) 100 CT BOX	300450449108	4.95
Allergy & Sinus		
ZYRTEC® ALLERGY 24 Hour 10mg Tablets 30 each	312547204361	11.60
ZYRTEC® Allergy 24 Hour 10 mg Tablets - 14 ea	312547204323	9.80
ZYRTEC® Allergy 24 Hour 10mg 45 CT	350580726389	17.00
Anti-Itch /Inflammation		
TUCKS® Hemorrhoidal Pads - 100 ct	312547150200	3.85
BENADRYL® Itch Stopping Extra Strenght Cream - 2 oz.	312547171670	5.05
TUCKS® Hemorrhoidal Ointment - 1 oz.	342002300017	2.50
AVEENO® Anti-Itch Cream - 1 oz.	381370036807	1.65
AVEENO® Anti-Itch Concentrated Lotion - 4 oz.	381370036906	3.20
CORTAID® Intensive Therapy Cooling Spray - 2 oz.	381370050063	1.73
CORTAID® Maximum Strength 1.0% Hydrocortisone Anti-Itch Cream - 2 oz.	381370050124	3.45
CORTAID® Intensive Therapy Moisturizing Cream - 2 oz.	381370050254	4.20
TUCKS® Medicated Pads, 40ct	312547150408	2.35
AVEENO® 1% HYDROCORTISONE ANTI-ITCH CREAM, 1oz	381370036586	4.15
Children's Medicine		
Jr. TYLENOL® Meltaways Grape Punch - 24 each	300450514240	3.45
IMODIUM® A_D Liquid for children- 4 oz.	300450134448	2.40
Jr. TYLENOL® Fever Reducer & Pain Reliever, Meltaways, Bubblegum Burst 24 ea	300450513243	3.45
Cough, Cold & Flu		

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Category Name	UPC	Price
TYLENOL Sore Throat Liquid with COOL BURST, Daytime - 8 oz.	300450813084	3.35
Sleep Aid		
TYLENOL®PM Extra Strength Caplets - 100 ea	300450482105	5.20
MOTRIN® IB PM CAPLET 80 CT	300450563804	6.20
TYLENOL® Extra Strength PM Gel Tab - 100 each	300450176103	4.16
Stomach & Digestion		
LACTAID® Original Strength Caplets - 120 ea	300450080028	7.20
IMODIUM® A-D Mint Flavor - 8 oz.	300450134080	4.70
IMODIUM® A-D Caplets - 12 ea	300450295125	2.60
IMODIUM® A-D Anti-Diarrheal Caplets - 24 ea	300450295248	4.15
IMODIUM® A-D CAPLET - 48 ea	300450295842	7.20
DRAMAMINE® Less Drowsy Formula, 8 Tablets	300450648082	1.16
LACTAID® Fast Act Caplet - 32 ea	300450910325	4.25
LACTAID® Fast Act Chewable Tablet - 32 ea	300450930323	4.25
DRAMAMINE® Original Formula Tablets Vial 12 Count	300450642127	2.10
LACTAID® Fast Act Caplets 60 CT	300450910608	5.10
LACTAID® Fast Act Chewables 60 CT	300450930606	8.95
Pepcid, Mylanta & Mylicon		
MYLANTA® Gas Maximum Strength Chewable Mint Tablets - 24 ea	716837455240	2.85
Infant's MYLICON® Gas Relief dye-free drops non-staining - 0.5 oz.	716837911081	3.85
PEPCID® AC Original Strength Tablets 30 CT	716837872306	11.85
Skin & Hair Care		
Acne Treatment		
NEUTROGENA® Oil-Free Acne Stress Control™ Power-Clear Scrub 4.2 oz.	070501053256	4.10
NEUTROGENA® Oil-Free Acne Stress Control™ 3-1 Hydrating Acne Treatment 2 oz.	070501053102	4.10
NEUTROGENA®Oil Free Acne Wash - 6 oz.	070501017104	3.20
NEUTROGENA® ON-THE-SPOT® Acne Treatment, Vanishing - 0.75 oz.	070501017906	3.20
NEUTROGENA® HEALTHY SKIN Anti-Wrinkle Anti-Blemish Cream - 1 oz.	070501023501	6.25
NEUTROGENA®Rapid Clear® Acne Eliminating Spot Gel - 0.5 fl oz.	070501024805	3.50
NEUTROGENA®Rapid Clear Oil-Eliminating Foaming Cleanser - 6 fl oz.	070501025802	3.30
NEUTROGENA®Blackhead Eliminating Daily Scrub - 4.2 fl oz.	070501060155	3.10
NEUTROGENA®Oil-Free Acne Wash Cleansing Cloths - 30 cloths	070501061657	3.95
NEUTROGENA®CLEAR PORE Oil-Controlling Astringent - 8 oz.	070501116906	2.40
AMBI® EVEN & CLEAR Exfoliating Wash - 5 oz.	381370022268	3.15
CLEAN & CLEAR® Advantage Acne Control Kit - 1 ea	381370023425	9.95
CLEAN & CLEAR® PERSA-GEL 10, Maximum Strength Acne Medication - 1 oz.	381370034056	2.35
CLEAN & CLEAR® Blackhead Clearing Scrub - 5 oz.	381370035930	2.65
CLEAN & CLEAR® Advantage Acne Spot Treatment - .75 oz.	381370039914	3.35

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CLEAN & CLEAR® Advantage® 3-in-1 Exfoliating Cleanser 5 oz.	381371025176	3.60
CLEAN & CLEAR® Advantage® 3-in-1 foaming acne wash 8 oz. Pump	381371025800	3.10
CLEAN & CLEAR® Blackhead Eraser Cleansing Mask 4 oz.	381371025817	2.40
CLEAN & CLEAR® Advantage® mark treatment 0.5 oz.	381371025824	3.10
NEUTROGENA® Rapid Clear® Acne Defense Face Lotion 1.7 FL OZ	070501024850	3.70
NEUTROGENA® Rapid Clear® Treatment Pads Maximum Strength 60 CT	070501025901	3.45
NEUTROGENA® Oil-Free Acne Wash Pink Grapefruit Foaming Scrub 4.2oz	070501053607	3.12
NEUTROGENA® OIL-FREE ACNE STRESS CONTROL® POWER-FOAM WASH 6 oz	070501053058	4.10
NEUTROGENA® Oil-Free Acne Wash 9.1oz	070501017128	3.80
Clean&Clear® Advantage® Popped Pimple Relief™ Drying Paste, .5oz	381371022298	3.10
Neutrogena® Facial Cleansing Bar for Acne-Prone Skin, 3.5oz	070501013304	1.50
Body Lotions & Creams		
LUBRIDERM® Advanced Therapy Lotion - 6 oz.	052800482319	1.95
LUBRIDERM® Advanced Therapy Hand Cream - 3.5 oz.	052800482654	3.15
LUBRIDERM® Intense Skin Repair Body Lotion - 16 oz.	052800482685	4.55
LUBRIDERM® Skin Nourishing Moisturizing Lotion with Shea & Cocoa Butters - 16 oz.	052800498563	4.15
NEUTROGENA®NORWEGIAN FORMULA Fast Absorbing Hand Cream - 3 oz.	070501012840	3.00
NEUTROGENA®Skin Clearing Shave Cream - 5.1 oz.	070501020258	2.40
NEUTROGENA®deep moisture body cream Butter Cream - 6.0 oz. Jar	070501028858	4.70
NEUTROGENA®Body Lotion, Enriched with Sesame Oil - 8.5 oz.	070501617205	2.50
NEUTROGENA®NORWEGIAN FORMULA® Hand Cream - .5 oz.	086800000150	0.65
CORN HUSKERS® Lotion - 7 oz.	312547481274	2.40
AVEENO® Advanced Care Moisturizing Cream, Active Naturals - 6 oz.	381370010746	4.70
AVEENO® Intense Relief Overnight Cream 7.3 oz.	381370011378	3.55
AVEENO® Skin Relief Moisturizing Cream - 11 oz.	381370013655	5.15
AVEENO® Daily Moisturizing Lotion - 1 oz. (Sample size)	381370013822	0.01
AVEENO® Skin Relief Moisturizing Lotion Fragrance Free, 12 oz.	381370015796	3.75
JOHNSON'S® Body Care Deep Hydrating Intense Moisture Body Wash - 20.3 oz.	381370027379	2.90
JOHNSON'S® Body Care 24 Hour Lotion - 2 oz.	381370027409	0.90
JOHNSON'S® Body Care Deep Hydrating Extra Dry Skin Moisturizer - 14 oz.	381370027843	2.65
JOHNSON'S® Body Care Be Radiant Cocoa & Shea Butter Lotion - 14 oz.	381370031093	2.65
AVEENO® Daily Moisturizing Lotion Tube - 8 oz.	381370036012	3.20
AVEENO® Therapeutic Shave Gel with Natural Oatmeal - 7 oz.	381370036708	2.45

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Category Name	UPC	Price
AVEENO® Daily Moisturizing Lotion with Natural Colloidal Oatmeal - 18 oz.	381370038443	4.42
AVEENO® Positively Smooth Shave Gel - 7 oz.	381370038597	2.30
AVEENO® Stress Relief Moisturizing Lotion - 12 oz.	381370039167	4.15
AVEENO® Creamy Moisturizing Oil - 12 oz.	381370039211	4.15
LUBRIDERM® Daily Moisturizer 16 oz.	052800488465	4.50
AVEENO® Daily Moisturizer 12 oz.	381370036005	3.95
LUBRIDERM® Intense Skin Repair Ointment 1.75 oz.	052800482012	2.40
AVEENO® POSITIVELY NOURISHING™ 24-HOUR ULTRA-HYDRATING WHIPPED SOUFFLÉ 6 OZ	381371010240	3.90
AVEENO® POSITIVELY NOURISHING™ INVIGORATING BODY LOTION 11 OZ	381371010264	3.90
AVEENO® Positively Nourishing™ Soothing Body Lotion 11 oz	381371010271	3.90
AVEENO® Positively Nourishing™ Refreshing Body Lotion 11 oz	381371010400	3.90
LUBRIDERM® Advanced Therapy SPF 30 Moisturizing Lotion 8 oz	352800482525	3.80
LUBRIDERM® Advanced Therapy Lotion 24 oz	052800482623	4.75
LUBRIDERM® Daily Moisture Lotion 24 oz	052800488625	4.75
JOHNSON'S ® 24 Hour Moisturizer 14 oz	381370031116	2.65
LUBRIDERM® Daily Moisture Lotion – Fragrance Free, 16oz	052800488564	4.60
LUBRIDERM® Men's 3-in-1 Lotion, 16 oz	052800480728	4.15
LUBRIDERM® Men's 3-in-1 Lotion Fragrance Free, 16 oz	052800480735	4.15
AVEENO® Skin Relief Moisturizing Lotion, 12oz	381370036852	4.15
Body Washes & Soaps		
AVEENO® Advanced Care Body Wash 10 oz.	381370010753	4.65
NEUTROGENA®Energizing Body Wash, Fresh Citrus - 6.7 oz.	070501014356	3.90
NEUTROGENA® BODY CLEAR. Body Wash, Acne - 8.5 oz.	070501017500	3.25
NEUTROGENA®RAZOR DEFENSE Shave Gel - 7 oz.	070501020067	2.65
NEUTROGENA®Skin Clearing Shave Cream - 5.1 oz.	070501020258	2.40
NEUTROGENA®Rainbath deep moisture body wash Butter Cream - 6.7 oz.	070501028957	3.90
NEUTROGENA®RAINBATH® Shower & Shave Body Wash - 8.5 oz.	070501029008	4.10
NEUTROGENA® RAINBATH Shower & Bath Gel, Original - 8.5 oz.	070501610305	3.75
AVEENO® Daily Moisturizing Body Wash - 12 oz.	381370014188	3.20
JOHNSON'S® Body Care Deep Hydrating Intense Moisture Body Wash - 20.3 oz.	381370027379	2.90
AVEENO® Soothing Bath Treatment, Fragrance Free - 8 Packets	381370036401	3.40
AVEENO® Skin Relief Body Wash, Fragrance Free - 12 oz.	381370036463	3.20
AVEENO® Therapeutic Shave Gel with Natural Oatmeal - 7 oz.	381370036708	2.45
AVEENO® Skin Relief Bath Treatment - 3 packets	381370036890	1.65
AVEENO® Positively Smooth Shave Gel - 7 oz.	381370038597	2.30

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Category Name	UPC	Price
AVEENO® Stress Relief Body Wash - 12 oz.	381370039556	3.20
JOHNSON'S® Body Care Melt Away Stress Lavendar & Chamomile Body Wash - 20.3 oz.	381370043348	2.95
NEUTROGENA® ENERGIZING SUGAR BODY SCRUB 6 oz.	070501014257	5.45
AVEENO® Positively Nourishing™ Aveeno Energizing Body Wash 16 oz	381371011339	2.06
AVEENO®Positively Nourishing™ Smoothing Body Wash 16 oz	381371011353	2.15
JOHNSON'S® Body Care Oil Infused Body Washes with Almond Oil and Warm Vanilla 18-20.3 fl oz	381371021062	3.15
NEUTROGENA® Facial Bar Original Formula Fragrance Free 3.5 oz	070501013502	1.30
NEUTROGENA®Facial Cleansing Bar, Original - 3.5 oz.	070501010105	1.40
NEUTROGENA® Rainbath® Refreshing Shower and Bath Gel Original Formula 16 oz	070501611609	5.80
AVEENO® Positively Nourishing™Calming Body Wash 16 oz	381371011377	2.95
JOHNSON'S® 24 Hour Moisturizing Wash 20.3 FL	381370026778	2.85
AVEENO® Positively Nourishing™ Anti-Oxidant Body Wash Blackberry + Vanilla, 16 oz	381371018789	2.95
CLEAN & CLEAR® MORNING BURST® Splash Body Wash, 16 oz	381371022052	2.90
CLEAN & CLEAR® MORNING BURST® Boost Body Wash 16 oz.	381371022205	2.90
CLEAN & CLEAR® MORNING BURST® Charge Body Wash 16 oz.	381371024582	2.90
Cotton		
JOHNSON'S® Safety Swabs - 55 ct	381370082569	0.90
JOHNSON'S® Cotton Swabs 525 Count Value Pack	381370082385	3.05
Facial Cleansers & Toners		
PURPOSE® Gentle Cleansing Bar - 6 oz.	381370034551	1.85
AVEENO® Positively Radiant® Cleanser Pump 6.7 oz.	381370036722	3.65
NEUTROGENA®Facial Cleansing Bar, Original - 3.5 oz.	070501010105	1.40
Liquid NEUTROGENA®Facial Cleanser, Fragrance Free - 8 oz.	070501011805	4.50
NEUTROGENA®Oil Free Acne Wash - 6 oz.	070501017104	3.20
NEUTROGENA®MEN® SKINCLEARING® Face Wash - 5.1 oz.	070501020012	3.00
NEUTROGENA®MEN® RAZOR DEFENSE Daily Face Scrub - 4.2 oz.	070501020036	2.40
NEUTROGENA®Rapid Clear Oil-Eliminating Foaming Cleanser - 6 fl oz.	070501025802	3.30
NEUTROGENA®Alcohol-Free Toner - 8.5 oz.	070501027004	3.65
NEUTROGENA®Fresh Foaming Cleanser - 6.7 oz.	070501028100	3.25
NEUTROGENA®DEEP CLEAN® Invigorating Foaming Scrub - 4.2 oz.	070501050217	3.80
NEUTROGENA®DEEP CLEAN® Gentle Scrub, Oil Free - 4.2 fl oz.	070501050354	3.15
NEUTROGENA®Make-up Remover Cleansing Towelettes - 25 ea	070501051009	4.60
NEUTROGENA®Make-up Remover Cleansing Towelettes Refill Pack - 25 ea	070501051054	3.25
NEUTROGENA®PORE REFINING Toner - 8.5 oz.	070501056400	3.65

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Category Name	UPC	Price
NEUTROGENA®Extra Gentle Cleanser - 6.7 oz.	070501058008	3.65
NEUTROGENA®Visibly Even Foaming Cleanser - 5.1 fl oz.	070501059104	3.30
NEUTROGENA®Blackhead Eliminating Daily Scrub - 4.2 fl oz.	070501060155	3.10
NEUTROGENA®DEEP CLEAN® Facial Cleanser, Normal to Oily Skin (Pump) - 6.7 oz.	070501060902	3.15
NEUTROGENA®DEEP CLEAN® Cream Cleanser, Oil Free - 7 oz.	070501060957	3.15
NEUTROGENA®CLEAR PORE Oil-Controlling Astringent - 8 oz.	070501116906	2.40
AVEENO® Clear Complexion Cream Cleanser, Active Naturals - 5 oz.	381370011194	3.65
AVEENO® POSITIVELY RADIANT® Daily Cleansing Pads, 28 ea	381370013105	4.50
AVEENO® Clear Complexion Daily Cleansing Pads - 28 ea	381370013693	4.45
AVEENO® Ultra-Calming Foaming Cleanser - 6 oz.	381370014249	3.65
CLEAN & CLEAR® Morning Burst Cleanser - 8 fl oz.	381370016175	3.10
AMBI® EVEN & CLEAR Foaming Facial Cleanser - 6 oz.	381370022190	3.15
AMBI® EVEN & CLEAR Exfoliating Wash - 5 oz.	381370022268	3.15
AMBI® Black Soap - 3.5 oz.	381370022343	1.10
CLEAN & CLEAR® Continous Control Cleanser - 5 oz.	381370032892	2.90
CLEAN & CLEAR® Foaming Facial Cleanser - 8 oz.	381370033530	2.75
CLEAN & CLEAR® Deep Cleaning Astringent, Oil Fighting - 8 oz.	381370033677	2.10
CLEAN & CLEAR® Deep Cleaning Astringent, Sensitive Skin - 8 oz.	381370033776	2.10
CLEAN & CLEAR® Foaming Facial Cleanser, Sensitive Skin - 8 oz.	381370033875	2.60
Purpose® Cleansing Wash - 6 oz.	381370034759	2.65
CLEAN & CLEAR® Oil Absorbing Sheets - 50 ea	381370035664	2.65
AVEENO® Clear Complexion Cleansing Bar - 3.5 oz.	381370036227	1.50
AVEENO® Skin Brightening Daily Scrub - 5 oz.	381370036760	3.65
AVEENO® Clear Complexion Foaming Cleanser - 6 oz.	381370036913	3.65
AVEENO® POSITIVELY AGELESS Daily Exfoliating Cleanser, Active Naturals - 5 oz.	381370042617	4.60
CLEAN & CLEAR® DAILY PORE CLEANSER 5.5 oz.	381370033424	2.35
AVEENO® Ultra-Calming Moisturizing Cream Cleanser 5 oz.	381371016242	3.35
PURPOSE® Gentle Cleansing Wash Pump 12 oz.	381371016815	3.80
ROC® Daily Resurfacing Disks 28 Ct.	381371083183	4.40
CLEAN & CLEAR® FINISHES Pore Perfecting Cleanser 8oz	381371026463	3.35
CLEAN & CLEAR® FINISHES Even Tone Wash 6oz	381371026470	3.35
NEUTROGENA® Facial Bar Original Formula Fragrance Free 3.5 oz	070501013502	1.30
ROC® Pore Minimizing Cream Cleanser 5.0 fl oz	381371089994	4.40
CLEAN & CLEAR® MORNING BURST SURGE™ Refill	381371020324	2.03

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Category Name	UPC	Price
CLEAN&CLEAR® MORNING BURST® Shine Control Cleanser – 8oz	381370023302	3.05
CLEAN&CLEAR® Deep Action Cream Cleanser – 6.5oz	381370033615	2.35
NEUTROGENA® OIL-FREE ACNE WASH REDNESS SOOTHING FACIAL CLEANSER 6oz	070501153666	1.08
NEUTROGENA® Oil-Free Acne Wash 9.1oz	070501017128	3.80
CLEAN & CLEAR® Morning Burst® Facial Scrub 5 oz.	381370016199	3.05
Clean&Clear® Mattifying Cleanser, 5oz	381371022366	2.80
NEUTROGENA® Clear Pore Daily Scrub, 4.7oz	070501060421	3.50
CLEAN&CLEAR® Deep Action Cream Cleanser Sensitive Skin,6.5oz	381370016687	2.35
Facial Moisturizers		
NEUTROGENA®RAZOR DEFENSE Shave Gel - 7 oz.	070501020067	2.65
NEUTROGENA®RAZOR DEFENSE Post Shave Lotion - 2.5 oz.	070501020081	3.00
NEUTROGENA®MEN Triple Protect Face Lotion, SPF 20 - 1.7 oz.	070501020135	3.15
NEUTROGENA®Men Age Fighter Face Moisturizer - 1.4 oz.	070501020166	7.00
NEUTROGENA®Healthy Defense® SPF 30 Daily Moisturizer, Untinted - 1.7 oz.	070501024102	6.85
NEUTROGENA®Healthy Defense® SPF 30 Daily Moisturizer, Light - 1.7 oz.	070501024201	6.85
NEUTROGENA®Lip Moisturizer (SPF 15) - 0.15 oz.	070501042007	1.25
NEUTROGENA®Anti-Oxidant Age Reverse Night Cream - 1.7 oz.	070501052501	10.20
NEUTROGENA®Anti-Oxidant Age Reverse Eye Cream - 0.5 oz.	070501052556	10.10
NEUTROGENA®Anti-Oxidant Age Reverse Day Lotion SPF 20 - 1.7 oz.	070501052600	10.10
NEUTROGENA® Moisture Oil Free Formula, Sensitive Skin - 4 oz.	070501054000	6.05
NEUTROGENA® INTENSIFIED DAY MOISTURE® (SPF 15) - 2.25 oz.	070501055403	5.75
NEUTROGENA®Light Night Cream - 2.25 oz.	070501055502	6.35
NEUTROGENA®Moisture SPF 15 Untinted - 4 oz.	070501056509	5.45
NEUTROGENA®HEALTHY SKIN® Face Lotion SPF 15 - 2.5 oz.	070501062302	5.24
NEUTROGENA®Combination Skin Moisture - 4 oz.	070501062401	5.95
NEUTROGENA®HEALTHY SKIN® Eye Cream - 0.5 oz.	070501511107	6.85
AVEENO® POSITIVELY AGELESS Lifting & Firming Daily Moisturizer, SPF 30 - 2.5 oz.	381370011774	9.60
AVEENO® Essential Moisture Lip Conditioner with SPF 15 - 0.15 oz.	381370014577	1.65
AVEENO® POSITIVELY RADIANT Daily Defense SPF 30 - 2.5 fl oz.	381370015840	7.05
CLEAN&CLEAR® Morning Glow Moisturizer	381370016205	3.10
AMBI® Skin Discoloration Fade Cream, for Normal Skin - 2 oz.	381370022299	2.25
PURPOSE® Dual Treatment Moisturize Lotion, SPF 15 - 4 oz.	381370034513	4.10
CLEAN & CLEAR® Dual Action Moisturizer - 4 oz.	381370035725	3.10
AVEENO® POSITIVELY RADIANT Skin Daily Moisturizer SPF 15 - 4oz.	381370036951	6.50

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Category Name	UPC	Price
AVEENO® ACTIVE NATURALS® POSITIVELY AGELESS Night Cream - 1.7 oz.	381370042624	9.60
AVEENO® Positively Ageless™ Daily Moisturizer SPF 42 - 1.6 oz.	381371010769	8.85
AVEENO® Ultra-Calming Daily Moisturizer SPF 30 Pump 2.5 oz.	381371016235	7.45
CLEAN & CLEAR® FINISHES Pore Perfecting Moisturizer SPF 20 1.7oz	381371026555	3.55
ROC®Multi Correxion™ 4-Zone Daily Moisturizer SPF 30 1.7 fl oz	381371083909	12.95
ROC® MULTI CORREXION™ Night Treatment 1 oz	381370088530	10.50
ROC® MULTI CORREXION™ Eye Treatment .5oz	381370088615	10.50
Clean&Clear® Mattifying Moisturizer SPF 15, 1.7oz	381371022359	2.80
Neutrogena® Men® Active Protect Face Lotion SPF 50+	070501020272	5.15
AVEENO®Clear Complexion Daily Moisturizer, 4 oz	381370038115	7.80
Hair & Scalp Treatment		
Men's ROGAINE. - 2 oz. - 1 month supply	312547700207	7.15
Men's ROGAINE® Extra Strength 5% Minoxidil Topical Foam - 1 month supply	312547781305	10.75
Men's Rogaine Extra Strength 5% Minoxidil Topical Foam Hair Regrowth Treatment - 3 month supply	312547781350	27.27
WOMEN'S ROGAINE® Hair Regrowth Treatment Solution 1 month supply 2 oz.	312547780209	7.60
PROGAINE® Volumizing Shampoo, 12oz	312547354127	3.20
Hair Care		
NEUTROGENA®Shampoo - 6 oz.	070501016404	2.85
NEUTROGENA®Triple Moisture Cream Lather Shampoo - 8.45 fl oz.	070501020807	3.00
NEUTROGENA® TRIPLE MOISTURE Active Soothing Shampoo - 8.45 oz.	070501020906	3.50
NEUTROGENA®Triple Moisture Silk Touch Leave-In Cream - 6 fl oz.	070501021750	3.45
NEUTROGENA®CLEAN® Volume Body Enhancing Shampoo - 10.1 oz.	070501026205	2.45
NEUTROGENA®CLEAN® Replenishing Moisturizing Shampoo - 10.1 oz.	070501026304	2.20
NEUTROGENA®Triple Moisture Deep Recovery Hair Mask - 6 oz.	070501026403	3.45
NEUTROGENA®Triple Moisture Daily Deep Conditioner - 8.45 fl oz.	070501026601	3.00
NEUTROGENA®CLEAN® Replenishing Moisturizing Conditioner - 10.1 oz.	070501027301	2.45
NEUTROGENA®T/GEL® Shampoo - 16 oz.	070501092408	7.85
NEUTROGENA®T/Gel® Shampoo, Stubborn Itch Control - 4.4 oz.	070501092507	2.90
NEUTROGENA®T/GEL® Conditioner - 4.4 oz.	070501092705	2.90
NEUTROGENA®T/Sal® Shampoo - 4.5 oz.	070501096505	3.45
Nizoral® A-D Shampoo - 7 oz.	300450895073	7.45
AVEENO® NOURISH & REVITALIZE SHAMPOO 10.5 OZ.	381371010578	3.15
AVEENO® NOURISH & MOISTURIZE SHAMPOO 10.5 OZ.	381371010585	3.15
AVEENO® NOURISH & VOLUMIZE SHAMPOO 10.5 OZ.	381371010592	3.15
AVEENO® NOURISH & MOISTURIZE CONDITIONER 10.5 OZ.	381371010608	3.15

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Category Name	UPC	Price
AVEENO® NOURISH &REVITALIZE CONDITIONER 10.5 OZ.	381371010615	3.45
AVEENO® NOURISH & VOLUMIZE CONDITIONER 10.5 OZ.	381371010622	3.15
AVEENO® NOURISH & CONDITION LEAVE-IN TREATMENT 5.2 OZ.	381371010752	3.15
AVEENO® NOURISH+STYLE Smoothing Crème 4 fl oz	381371010288	2.21
AVEENO® NOURISH+STYLE Soft Hold Gel-Crème 5.0 fl oz	381371013784	2.52
AVEENO® NOURISH+STYLE Curl-Defining Spray Gel 5.2 fl oz	381371013838	3.15
AVEENO® NOURISH+STYLE Volumizing Foam 6.7 fl oz	381371014132	2.70
AVEENO® NOURISH+SHINE Shampoo 10.5 fl oz	381371019984	3.15
NOURISH+SHINE Conditioner 10.5 fl oz	381371019991	2.70
AVEENO® NOURISH+STYLE Fortifying Hairspray,9oz	381371017188	3.15
AVEENO® LIVING COLOR™ Shampoo for Finer Hair, 10.5oz	381371018574	3.15
AVEENO® LIVING COLOR™ Conditioner for Finer Hair, 10.5oz	381371018581	3.15
AVEENO® LIVING COLOR™ Shampoo for Medium to Thick Hair, 10.5oz	381371018598	3.15
AVEENO® LIVING COLOR™ Conditioner for Medium to Thick, 10.5 oz	381371018604	3.15
Oils & Powders		
NEUTROGENA®Body Oil, Original Formula - 16 oz.	070501018453	8.25
NEUTROGENA®Body Oil Moisturizer - 8.5 oz.	070501618202	5.25
Shower to Shower® Morning Fresh - 13 oz.	381370007432	2.20
Shower to Shower® Breeze Fresh with Vanilla Essence - 13 oz.	381370009177	2.20
Shower to Shower® Sport Fresh - 13 oz.	381370009634	2.20
AVEENO® Creamy Moisturizing Oil - 12 oz.	381370039211	4.15
SHOWER TO SHOWER® ISLAND FRESH®	381370007111	2.20
SHOWER TO SHOWER® ORIGINAL FRESH®	381370007135	2.20
Sun Care		
AVEENO® SUN BABY Natural Protection Sunblock SPF 50+ Stick, .5 oz.	381371018703	4.60
AVEENO SUN Natural Protection Sunblock SPF 30 Lotion, 3 oz	381371018710	5.25
AVEENO SUN BABY Natural Protection SPF 30 Lotion, 3 oz	381371018727	5.30
AVEENO® Continuous ProtectionTM Sunblock Lotion SPF 85 Body 4.0 oz	381371019359	5.25
NEUTROGENA® MicroMist™ Tanning Medium 5.3 OZ	086800687634	6.10
NEUTROGENA®HEALTHY DEFENSE Oil-Free Sunblock Stick, SPF 30+ - 0.47 oz.	086800097631	3.50
NEUTROGENA®Healthy Defense Sunblock Lotion Oil-Free SPF 45 - 4 oz.	086800681731	3.36
NEUTROGENA®ULTRA SHEER Dry-Touch Sunblock, SPF 70 - 3 oz.	086800687702	5.75
NEUTROGENA®ULTRA SHEER Dry-Touch Sunblock, SPF 55 - 3 oz.	086800687900	5.15
NEUTROGENA®UltraSheer Dry-Touch Sunblock, SPF 45 - 3 oz.	086800687955	5.15
NEUTROGENA®ULTRA SHEER Body Mist Sunblock SPF 30 - 5 oz.	086800688303	5.25

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Category Name	UPC	Price
NEUTROGENA®ULTRA SHEER Body Mist Sunblock SPF 45 - 5 oz.	086800688457	5.25
NEUTROGENA®ULTRA SHEER Body Mist Sunblock SPF 70 - 5 oz.	086800688709	5.75
NEUTROGENA®Fresh Cooling Body Mist Sunblock SPF 45 - 5 oz.	086800870555	5.25
NEUTROGENA®Fresh Cooling Body Mist Sunblock SPF 70 - 5 oz.	086800870609	5.75
NEUTROGENA®ULTRA SHEER Dry-Touch Sunblock, SPF 85 - 3 oz.	086800872856	5.75
AVEENO® Baby Sunblock Lotion, CONTINUOUS PROTECTION SPF 55 - 4 oz.	381370012740	4.55
AVEENO® CONTINUOUS PROTECTION Sunblock Lotion Face SPF 30 - 3 oz.	381370014607	4.50
Neutrogena® Pure & Free™ Liquid Daily Sunblock SPF 50, 1.4oz	086800860419	6.35
Neutrogena® Ultimate Sport® Sunblock Lotion SPF 30	086800870265	5.00
NEUTROGENA® Wet Skin Kids Sunblock Spray SPF 70+	086800870333	5.85
NEUTROGENA® Wet Skin Sunblock Spray SPF 30	086800870340	5.00
NEUTROGENA® Wet Skin Sunblock Spray SPF 50	086800870357	5.50
NEUTROGENA® Wet Skin Sunblock Spray SPF 85+	086800870364	5.85
Neutrogena® Spectrum+ Advanced Sunblock Spay SPF100	086800870418	6.80
NEUTROGENA®Sensitive Skin Sunblock, SPF 30 - 4 oz.	086800000792	4.75
Neutrogena® Ultra Sheer Liquid Daily Sun Protection SPF 55, 1.4oz	086800009764	6.35
Neutrogena® Ultra Sheer Dry-Touch Sunblock SPF 30	086800687856	5.20
NEUTROGENA®Pure & Free® Baby Sunblock 3oz	086800770541	5.45
AVEENO® Positively Ageless Sunblock Face Lotion SPF 70 3 oz	381371019304	5.70
AVEENO® Continuous ProtectionTM Sunblock Lotion SPF Face 100+ 3 oz	381371019281	5.25
Anti-Wrinkle		
NEUTROGENA® CLINICAL™ LIFTING WRINKLE TREATMENT SYSTEM	070501057247	23.10
NEUTROGENA® CLINICAL™ EYE LIFT CONTOURING TREATMENT	070501057261	18.55
ROC® MULTI-CORREXION™ Skin Renewing Serum 1 oz.	381371083916	10.50
ROC® Retinol Correxion Eye Cream - 0.5 oz.	381370084167	9.60
ROC® Retinol Correxion Deep Wrinkle Serum - 1 fl oz.	381370084440	9.60
ROC® Retinol Correxion Deep Wrinkle Night Cream 1 fl oz.	381370083214	9.60
AVEENO® ACTIVE NATURALS® POSITIVELY AGELESS Night Cream - 1.7 oz.	381370042624	9.60
NEUTROGENA®HEALTHY SKIN® Anti - Wrinkle Cream, SPF 15 - 1.4 oz.	070501061206	5.84
NEUTROGENA®HEALTHY SKIN® Anti-Wrinkle Night Cream - 1.4 oz.	070501061107	7.20
NEUTROGENA®Healthy Skin Anti-Wrinkle Anti-Blemish Cleanser - 5.1 oz.	070501024409	3.85
ROC® BRILLIANCE™ DAY REJUVENATING MOISTURIZER SPF20 2.0 FL OZ	381371083930	15.35
ROC® BRILLIANCE™ EYE BEAUTIFIER 2/.3 OZ. .6 FL OZ	381371084050	12.60

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Category Name	UPC	Price
ROC® BRILLIANCE™ NIGHT RECHARGING MOISTURIZER 2.0 FL OZ	381371084104	15.50
AVEENO® AGELESS VITALITY™ REVITALIZING EYE TREATMENT KIT	381371010110	12.60
AVEENO® AGELESS VITALITY™ RESTORATIVE NIGHT TREATMENT KIT	381371010219	14.35
ROC® COMPLETE LIFT Daily Moisturizer SPF 30 1.3 oz	381370084877	3.70
NEUTROGENA® TOTAL SKIN RENEWAL STARTER KIT	070501155202	14.60
NEUTROGENA® TOTAL SKIN RENEWAL PUFFS REFILL - 24 CT	070501155240	9.20
ROC® RETINOL CORREXION® Smoothing System Kit	381371084654	13.27
Neutrogena® Clinical® Anti-Aging Booster Serum	070501021255	10.35
Neutrogena® Healthy Skin® Firming Cream SPF 15, 2.5oz	070501054505	7.05
Neutrogena® Healthy Skin® Radiance Cream SPF 15, 2.5oz	070501054604	7.05
Neutrogena® Healthy Skin® Anti-Wrinkle System	070501701362	11.70
ROC® MULTI-CORREXION™ LIFT Anti-Gravity Night Cream, 1.7oz	381371088638	11.70
ROC® MULTI-CORREXION™ LIFT Anti Gravity Serum, 1.3oz	381371088652	11.70
ROC® MULTI-CORREXION™ LIFT Anti Gravity Eye Cream, .5oz	381371088669	11.70
Vision Care		
Visine		
VISINE® A.C. Astringent Redness Reliever Eye Drops - 1 oz.	074300004020	2.88
VISINE® Advanced Relief - 1 oz.	074300008493	3.06
VISINE® Tears - .5 oz.	074300010670	2.80
VISINE® for Contacts - .5 oz.	074300012537	2.00
VISINE® TOTAL EYE™ SOOTHING EYELID CLEANSER PAD 30CT	074300493411	3.25
VISINE® Tired Eye Relief® .5oz	312547493093	3.95
VISINE® Maximum Redness Relief Formula .5oz	312547493390	2.80
VISINE®TOTALITY® Multi-Symptom Relief Eye Drop, 5oz	342002209051	3.25
VISINE® Original .5 oz	074300008035	2.00
Women's Health		
Liners		
CAREFREE® Body Shape™ Pantiliners To Go Thin Unscented Light Protection 60 ct.	380041526005	2.10
CAREFREE® Thong Pantiliners Unscented 98 ct.	380041494007	3.70
CAREFREE® Pantiliners, Thong, Unscented - 49 ea	380041493000	1.35
CAREFREE® Body Shape™ Pantiliners To Go, 20ct	380041220002	1.00
Medications		
MONISTAT® Soothing Care Itch Relief Cream - 1 oz.	380045407003	2.45
MONISTAT® Soothing Care Chafing Relief Powder-Gel - 1.5 oz.	380045472001	4.50
MONISTAT® 1-DAY OR NIGHT® Combination Pack with Comfort Glide™ Applicator	380045418009	10.05
MONISTAT® COOLWIPES® 12 CT	380045483007	2.80
MONISTAT® 3-Day OVULE® Combination Pack with Ready-to-Fill Disposable Applicators	380045486008	10.40

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Category Name	UPC	Price
Pads		
STAYFREE® Ultra Thin w/ Wings Regular - 48 ea	380040663008	5.40
Stayfree® Regular Maxi - 48 ea	380040926004	4.55
STAYFREE® Ultra Thin Overnight Long Pads with Wings - 32 ea	380041036009	3.95
STAYFREE® Ultra Thin Super Long with Wings - 32 ea	380041054003	4.40
STAYFREE® Maxi Pads Deodorant 24 ct	380040932005	1.68
STAYFREE® Long Super Maxi with Wings 45ct	380040662001	5.85
STAYFREE® OVERNIGHT ULTRA THINS® with wings 40ct	380041002035	4.80
STAYFREE® OVERNIGHT ULTRA THINS® with wings 28ct	380041002059	3.75
Stayfree® ULTRA THIN with THERMOCONTROL™ Regular 44ct	380041044004	3.95
STAYFREE® Super Maxi 48 Ct	380040971004	4.45
STAYFREE® Ultra Thin Regular with Wings 36 CT	380041040006	3.90
Pregnancy		
Intimate Health		
K-Y® Personal Lubricant Liquid - 2.5 oz.	380040087088	3.15
K-Y® SILK-E Vaginal Moisturizer - 2.5 oz.	380040087149	3.15
K-Y® INTRIGUE Personal Lubricant - 2.75 oz.	380040087330	8.05
K-Y® SENSUAL SILK Personal Lubricant - 1.5 oz.	380040087354	2.70
K-Y® TOUCH MASSAGE 2-in-1 Tingling Body Massage & Lubricant - 6.7 oz.	380040087590	4.95
K-Y® TOUCH MASSAGE 2-in-1 Sensations Set	380040087767	5.05
K-Y® TINGLING Jelly, Personal Lubricant - 5 oz.	380040088887	4.90
K-Y® Yours+Mine Couples Lubricant - 3 fl oz.	380040088924	8.85
K-Y® Touch Massage Warming 2-in-1 - 6.7 oz.	380040089624	5.50
K-Y® Brand Lubricating Jelly - 4 oz.	381370089124	1.95
K-Y® BRAND INTENSE 10 ML	380040086951	6.20
Tampons		
o.b.® Non-Applicator Tampons, Regular - 40 ea	380041325004	3.70
o.b.® Non-Applicator Tampons, Super Absorbency - 40 ea	380041335003	3.75
o.b.® Non-Applicator Tampons, Multi-Pack - 40 ea	380041398008	3.70
o.b.® Pro Comfort Non-Applicator Tampons, Multi-Pack - 18 ea	380041806008	2.20
O.b. ® ProComfort™ Regular with SilkTouch™ Cover 40ct	380045509004	3.55
O.b. ® ProComfort™ Super with SilkTouch™ Cover 40ct	380045510000	2.84
Wound Care & Topicals		
Adhesive Bandages		
BAND-AID® BRAND ADHESIVE BANDAGES Assorted 280 Ct.	381370047117	6.85
BAND-AID® ADHESIVE BANDAGES Antibiotic Neon Colors Assorted 20 Ct.	381370055686	2.10
BAND-AID® Antibiotic Assorted 20 Ct.	381370055709	2.40
BAND-AID® TOUGH-STRIPS® Waterproof Assorted 20 CT	381370048343	1.50
BAND-AID® Flexible Fabric Assorted 30 Ct.	381370044307	1.50

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Category Name	UPC	Price
BAND-AID® TOUGH-STRIPS - 20 all one size	381370044086	1.50
BAND-AID® ACTIV-FLEX - 6 ea Large Size	381370044130	2.24
BAND-AID® ACTIV-FLEX - 10 ea	381370044147	3.15
BAND-AID® Barbie, Assorted - 25 ea	381370044161	1.15
BAND-AID® Waterblock Plus Finger Care - 20 ea	381370044468	1.50
BAND-AID® Brand Knuckle & Fingertip - 20 ea	381370044529	1.50
BAND-AID® Brand Scooby-Doo, Assorted - 25 ea	381370044581	1.15
BAND-AID® Brand SpongeBob SquarePants, Assorted - 20 ea	381370044734	1.15
BAND-AID® Dora the Explorer, Assorted - 25 ea	381370044840	1.15
BAND-AID® Brand Advanced Healing Blister - 6 ea	381370044888	2.50
BAND-AID® BLISTER for FINGERS & TOES - 8 cushions	381370045823	2.55
BAND-AID® Brand Sheer Strips 3/4" - 100 ea	381370046349	2.50
BAND AID® Brand SHEER ASSORTED - 60 ea	381370046684	1.45
BAND-AID® Brand Sheer, Assorted - 80 ea	381370046691	1.75
BAND-AID® Brand Clear 3/4" Wide, Regular - 30 ea	381370046707	1.15
BAND AID® Brand Perfect Blend Light All One Size Spots 50 ea	381370047087	1.15
BAND-AID® Brand Flexible Fabric Adhesive Bandages - 8 ea	381370047544	0.40
BAND-AID® Brand Large Adhesive Pads, 2 7/8" x 4 " - 10 ea	381370047681	1.70
BAND AID® Brand TOUGH-STRIPS. - 20 ea (all one size)	381370048336	1.50
BAND-AID® Brand Butterfly Closures, Sterile - 10 ea	381370055419	0.65
BAND-AID® Children's Adhesive Bandages, Hello Kitty - 20 ea	381370056164	1.15
BAND-AID® Brand Plastic, Family Pack - 60 ea	381370056355	1.35
BAND-AID® Water Block Plus Clear Transparent Bandages - 30 ea	381370056591	1.50
BAND AID® Comfort-Flex Extra Large Sheer - 10 ea	381370057055	1.50
BAND-AID® Brand Spiderman - 20 Ct.	381370045229	1.15
BAND-AID® SPORT STRIP® Extra Wide Bandages, Assorted 30 Ct	381370047230	2.00
BAND-AID® BRAND ADHESIVE BANDAGES Assorted 30 Ct	381370048480	1.45
BAND-AID® DISNEY® Fairies™, Assorted – 20ea	381371040094	1.15
BAND-AID® Decorated, Assorted – 20ea	381371042265	1.15
BAND-AID® DISNEY® Phineas and Ferb™, Assorted – 20ea	381371044917	1.15
BAND-AID® WATER BLOCK PLUS® Large, 10ct	381370056584	1.45
BAND-AID® Flexible Fabric Extra Large, 10ct	381370056850	1.50
Johnson & Johnson BAND-AID® Butterfly Closures	381370043317	2.61
BAND-AID® Flexible Fabric Bandages Fingertip, 100ct	381370044369	4.40
BAND-AID® Flexible Fabric Knuckle, 100ct	381370044383	4.60
First Aid		

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Category Name	UPC	Price
BAND-AID® FRICTION BLOCK™ Stick .34 oz.	381370057635	2.80
NEOSPORIN® Antibiotic Ointment Neosporin plus Pain Relief .5 oz	312547407403	2.50
NEOSPORIN® First Aid Antibiotic Ointment - 0.5 oz.	300810730884	2.45
NEOSPORIN® + Pain Relief Antibiotic Ointment - 1 oz.	300810746878	4.25
Neosporin Neo To Go® Spray - .26 oz.	312547237222	1.79
JOHNSON & JOHNSON® First Aid Non Stick Pads (2" x 3") - 10 ea	381370047247	1.00
JOHNSON & JOHNSON® FIRST AID Hurt Free Non-Stick Pads - 10 ea	381370047285	1.65
JOHNSON & JOHNSON® First Aid Hurt-Free Tape, 1in x 2.3yds - 1 ea	381370049005	1.85
CORTAID® Intensive Therapy Cooling Spray - 2 oz.	381370050063	1.73
CORTAID® Intensive Therapy Moisturizing Cream - 2 oz.	381370050254	4.20
COACH® Sports Tape 1 1/2" x 10 Yards	381370079026	2.05
Sterile Rolled Gauze, 2" Wide - 1 ea	381370088073	1.05
Sterile Rolled Gauze, 4" Wide - 1 ea	381370088097	1.60
Johnson & Johnson First Aid Secure-Comfort Cloth Tape, 1" x 5 yds.	381370051626	1.40
Johnson & Johnson First Aid Steri-Pad 3 X 3 - 25 count	381370085232	2.40
JOHNSON&JOHNSON® First Aid Waterproof 1/2"X 5YDS	381370050407	0.65
BAND-AID® HURT-FREE® Antiseptic Wash 6oz	381370044598	1.85
Johnson & Johnson RED CROSS® All Purpose Clear Tape1 Roll (1 in. x 10 yds.)	381370048152	2.55
JOHNSON & JOHNSON® MIRASORB™ Sterile Gauze Sponges 4" x 4"	381370055310	3.25
COACH® Sports Tape Value Pack 1 1/2" x 10 yds. 4 Pack	381370079491	6.96
Johnson & Johnson RED CROSS® SECURE-FLEX™ Wrap 2 inches	381370049029	2.75
Johnson & Johnson RED CROSS® SECURE-FLEX™ Wrap 3 inches	381370049463	3.00
JOHNSON&JOHNSON® First Aid Waterproof 1"X 10 YDS	381370050513	2.30
First Aid Kits		
JOHNSON & JOHNSON® First Aid Kit - Large Ready Organized, 150 items	381370081234	5.45
JOHNSON & JOHNSON Industrial First Aid Kit, Metal (25 person) - 1 ea	381370081616	18.85
JOHNSON& JOHNSON® First Aid To Go, Mini First Aid Kit - 1 ea	381370082958	0.70
Johnson & Johnson RED CROSS® Brand SAFE TRAVELS® First Aid Kit	381370082743	4.35
Hand Sanitizers		
Branded Merchandise		

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and **LONNIE L. LONG,**	)	**C/A NO. 2023-CP-40-04072**
	)	
Plaintiffs,	)	*In Re:* Asbestos Personal Injury Litigation Coordinated Docket
	)	
v.	)	
	)	
AMERICAN INTERNATIONAL INDUSTRIES, et al.	)	
	)	
Defendants.	)	

PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANTS JOHNSON & JOHNSON, INC. AND LLT MANAGEMENT, LLC'S MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiffs Michael Perry and Lonnie Long, by and through the undersigned counsel, oppose Defendants Johnson & Johnson, Inc. and LLT Management, LLC's (collectively, "J&J") partial motion summary judgment, and would respectfully show the Court that the Motions should be denied.

I. INTRODUCTION

Plaintiff Michael Perry is suffering from malignant mesothelioma—a terminal cancer caused, in part, by his and his family's frequent, regular, and repetitive use of talcum-based body powders, including talcum powders sold and/or distributed by Johnson & Johnson—including Johnson's Baby Powder ("JBP") and Johnson's Shower to Shower. Mr. Perry testified that he and his mother used these talcum powder products throughout his life, from 1974 until approximately 2019. Mr. Perry's and his mother's use of these products generated dust which he breathed.

Although styled as a summary judgment motion, J&J does not argue that Mr. Perry cannot show that he was exposed to asbestos attributable to J&J from the use of its products. Instead, J&J

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claims that Plaintiffs, as a matter of law, lack evidence of their fraud claims against J&J, cannot support their conspiracy claims against J&J, and that Plaintiffs lack evidence to support Lonnie Long's loss of consortium claim. As shown below, Plaintiffs evidence not only demonstrates that Michael Perry was exposed to asbestos-containing body powders from Johnson & Johnson that were substantial factors in the development of his mesothelioma (which J&J does not contest), but also supports Plaintiffs' claims for negligence per se, fraud, fraudulent misrepresentation, conspiracy, and loss of consortium. J&J's motion must be denied.

II. STATEMENT OF FACTS

A. Michael Perry was frequently and repeatedly exposed to asbestos via his and his mother's use of J&J's talcum body powders.

Michael Perry was diagnosed with mesothelioma in July of 2023. **Ex. 1**, Video-Recorded Deposition of Michael Perry, Vol. I, 10/10/23, at 17:15-18. He understands that exposure to asbestos causes mesothelioma. Id. at 17:19-23. Mr. Perry was born in Springfield, Illinois on December 20, 1969. Id. at 18:9-14. Every fall the family would go to the farm in Laurens, South Carolina. Id. at 27:25-28:18. He was 53 years old on the day his deposition began. Id. at 18:15-17. He moved to South Carolina in the 1990s. Id. at 19:1-2. Michael testified that he used talc on his body, his neck, his armpits, his torso, his genitalia, feet, and legs. Id. at 35:1-8. He used talc on his armpits because he is allergic to deodorant. Id. at 35:9-14.

Mr. Perry testified that he would apply the powder in the morning after his morning shower. Id. at 59:13-20. When he was working on the farm, he would use the powder more frequently, applying the powder in the afternoons as well. Id. at 59:20-23. Then, when he went out in the evenings for feedings with the horses, he would apply the powder again. Id. at 59:23-60:1. Finally, after his evening shower before bed, he would re-apply the powder. Id. at 60:1-4. He noted that he showered at least twice a day but, if it was really hot outside, he showered at least three times a

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day. Id. at 60:23-61:3. He noted that his post-shower routine was almost exactly the same as his mother's:

> which is take the shower. After I get out and dry off, I would apply the product into my hand. It would be three or four shakes into my hand. And then apply it from my neck down to my groin and then feet.

Id. at 61:6-13. Shaking the powder into his hand was not a clean process because once it comes out of the bottle "it creates this big haze all over." Id. at 62:12-63:1. Applying the powder created a mess which he would have to clean up, chasing his "white footprints all the way out the bathroom, down the hall, into the kitchen." Id. at 63:3-10. When he was applying the powder, the air around him was a "big white cloud." Id. at 63:11-15. Mr. Perry would breathe the dust created by the powder. Id. at 65:4-7.

Michael's first memory of using talc was in 1974 when he was five years old. Id. at 35:19-25. He was around his mother and father when they were using talcum products on their bodies. Id. at 36:1-15. The last time he used any talcum powder product on his body was in 2019. Id. at 36:16-20. There was not a period of his life from 1974 to 2019 that Michael Perry did not use talcum powder products. Id. at 37:5-10. He recalled the brands of talcum powder that he used on himself: J&J, Polo Ralph Lauren, Drakkar, Obsession by Calvin Klein, Ammens, Gold Bond, Equate. Id. at 38:8-17. He described his Johnson & Johnson usage as constant throughout his life. Id. at 38:21-39:2. He recalled using J&J baby powder from 1974 or 1975 until 2019. Id. at 40:9-41:8. He testified that he purchased several bottles of J&J a year and he defined "several" as "[t]en or more." Id. at 42:14-43:3.

He noted that he used talcum powder every day multiple times a day. Id. at 79:4-14. Which brand of powder he used would depend on what he was doing that day. Id. at 79:15-19. He explained that if he was going to be out on the farm, he would use the Johnson & Johnson Baby

Powder; but, if he was going out professionally, he would use one of the fragrance powders as well. Id. at 79:21:80:1.

As a child, Michael played sports and was a swimmer. Id. at 60:5-10. His mother made sure that he kept a bottle of Johnson & Johnson's baby powder in his hockey bag. Id. at 60:13-15. Before applying his hockey pads, he would put the powder in his shoulder and leg pads. Id. at 60:15-19. When he was swimming, he would apply the powder after he was done swimming for the day. Id. at 60:20-22.

Mr. Perry recalled that his mother used several talcum powders while he was around, including Cotillion, Skin So Soft, Birds of Paradise, Soft Musk, Topaz, White Linen, Johnson & Johnson baby powder, Johnson & Johnson's Shower to Shower, and Chanel No. 5. Id. at 53:1-15. She also used Cashmere Bouquet. Id. at 53:16-20.

As a child, Mr. Perry was in close proximity to his mother using talcum powders daily. Id. at 66:12-15. The first house had only one bathroom and it was "extremely small". Id. at 67:16-18. The bathroom had "a commode, a sink, a tub" and a small wall tower where his mother would keep her products. Id. at 67:19-21. When they were in this bathroom, his mother would be applying the powder an arm's length away. Id. at 68:3-25. Once they moved into the house with two bathrooms, he would still be around his mother applying powder at least five days a week. Id. at 66:24-67:8. He would be a few feet away from her when she was applying powder in this bathroom. Id. at 69:4-70:2. He could still reach out and touch her, however. Id. at 70:3-5. When his mother would apply her powders, the air would become a "big, cloudy haze in the bathroom[.]" Id. at 71:21-24.

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Mr. Perry testified that he and his family were brand-loyal to Johnson & Johnson, stating "We always used it. We all touched it. We all trusted it. . . . . that was part of our culture." Id. at 87:22-88:6.

Michael Perry and Lonnie Long were married in Ontario, Canada on June 20, 2009. **Ex. 256**, Certificate of Marriage.

B. Background on asbestos as an accessory mineral to talc

Johnson & Johnson always defined asbestos as "the fibrous serpentine, chrysotile, and the fibrous forms of the amphibole group as represented by amosite, anthophyllite, crocidolite, tremolite and actinolite"[1] (*i.e.*, one of the six asbestos minerals in a fibrous form).

All ores from the Earth contain contaminants. Some asbestos types (tremolite, actinolite, anthophyllite, chrysotile) occur as accessory minerals to talc. Since 1898, mineralogy texts reported "talc .. frequently contains .. asbestos."[2] Scientists still recognize the same today.[3]

The presence, type and concentration of asbestos varies between talc deposits based on the geologic conditions in which the talc formed.[4] JBP contained talc sourced from (a) Val Chisone, Italy in 1946-1966 and 1979-1980, (b) four Vermont mines in 1967-2003 and (c) Guangxi, China thereafter.[5] J&J owned the Vermont mines and mining company (Windsor Minerals).[6] Geology texts reported asbestos in the talc mines that sourced JBP.[7]

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[1] **Ex. 257,** J&J Resp. to Requests for Admission 7/26/2021 at ¶ 18; **Ex. 259**, J&J Audit Testing of Windsor 66 for Asbestos 6/28/1977; J&J letter to R. Miller 2/23/1978; J&J Raw Material Spec. RM08006 1/7/1992; J&J Raw Material Spec. RM08006 9/23/1997 at 2.2; *see also* **Ex. 260**, Tran. of J&J (Dr. Hopkins) 7/22/2019 at 72:9-73:8, 74:20-75:4 (stating fibrous tremolite is asbestos).

[2] **Ex. 21,** Dana, "A Text-book of Mineralogy"

[3] *E.g.*, **Ex. 261**, International Agency for Research on Cancer (IARC) Monograph, "Asbestos," 2012 at 220, 232.

[4] *E.g.*, **Ex. 261**, IARC Monograph, "Asbestos," 2012 at 232.

[5] **Ex. 258**, Old JJCI Responses to Requests for Admission 7/26/2021 at ¶¶ 14-21; **Ex. 260**, Trans. of J&J (Dr. Hopkins) 7/22/2019 at 16-18; **Ex. 262**, J&J Resp. to Interrog. (*Chapman*) 5/30/2018 at S3.

[6] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 90:5-11, Depo 4/12/18 333:20-24, 340:9-19.

[7] **Ex. 128**, Peretti, "Geology and Genesis of the Talc Deposits in the Pinerolese" 1966 at 293-294 (noting tremolite/actinolite in "clumps of rigid asbestoid fibers with silky brightness," *i.e.*, asbestos); **Ex. 264**, Gillson, "Origin of the Vermont Talc Deposits," Econ. Geo., 1927 at 268 (noting "residuals of actinolite" in Hammondsville).

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Talc mining and processing techniques cannot remove asbestos present in ores and prevent it from reaching the final product.[8] Consequently, testing of samples collected from the mine and milling process are relevant to whether the final product contains asbestos.[9]

Asbestos fibers are extremely small: a talc sample with 0.00001% asbestos may contain 3 million asbestos fibers per gram.[10] Consequently, using microscopes incapable of detecting small asbestos fibers causes "false negative" results. X-ray diffraction ("XRD") has a "detection limit" of 0.1 to 1%: it cannot detect asbestos mineral present at concentrations below 0.1 to 1%.[11] Transmission electron microscopy ("TEM") is the most powerful (or sensitive): it can detect asbestos at the lowest concentrations.[12] Heavy liquid density separation techniques improve the ability to detect trace asbestos.[13] A centrifuge separates asbestos from other minerals by density.

C. J&J knew its talc contained asbestos, knew breathing such asbestos could cause fatal disease, failed to warn, and made false statements regarding its talcum-based body powders.

1. J&J knew the talc used to manufacture its body powders contained asbestos.

By 1949, J&J considered asbestos in its talc likely enough for its records to call it "undesirable" in 1949.[14] J&J repeatedly received information that its talc ores and products contained tremolite.[15] Finding an asbestos mineral (*e.g.*, tremolite) is relevant because it serves as a necessary, although not sufficient, condition to finding asbestos[16] (as the tremolite must also be

[8] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 175:6-13, 175:21-176:10, 176:22-177:8, 178:8-179:3, 181:1-23, 195:20-196:5; **Ex. 265,** J&J letter "Talc/Asbestos" 9/5/1972 ("Asbestos-form particles cannot be processed out of talc …"); J&J letter to the FDA 10/11/1972; Dr. Pooley (J&J consultant) 2/1/2019 depo. at 119:11-21 ("If you're producing a talc and it's got asbestos in it, no way you're going to get it out.").
[9] **Ex. 266**, Affidavit of R. Mark Bailey 10/30/2023 at ¶ 23(b).
[10] **Ex. 134**, Report of Dr. James Webber 7/11/2022 at 10-11.
[11] **Ex. 134**, Report of Dr. James Webber 7/11/2022 at 4-6; **Ex. 267**, Report of Dr. Mark Rigler 11/6/2023 at 4.
[12] **Ex. 134**, Report of Dr. Webber 7/11/2022 at 5-6. **Ex. 268**, J&J memo 1/3/1974 (TEM is "the only absolute proof").
[13] **Ex. 267**, Report of Dr. Mark Rigler 11/6/2023 at 4-5; **Ex. 269**, J&J internal memo 5/16/1973.
[14] **Ex. 257**, J&J Resp. to Requests for Admission 7/26/2021 at ¶ 2; **Ex. 270**, Decl. of Dr. Hopkins 7/7/2016 at ¶¶ 17-18.
[15] **Ex. 260**, Trans. of J&J (Dr. Hopkins) 7/22/2019 at 134:7-15 (admitting J&J "absolutely knew").
[16] **Ex. 266**, Affidavit of R. Mark Bailey 10/30/2023 at ¶ 26(5).

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fibrous to be asbestos). In the late 1950s, J&J received reports showing 152 of 154 Italian samples contained trace to 6% tremolite.[17] J&J detected tremolite in its Vermont ores by 1967.[18]

By April 1969, J&J recognized internally that tremolite, including needle-shaped tremolite (*i.e.*, asbestos), in its talc was *unavoidable*.[19] By the early 1970s, J&J admitted it had "numerous reports" and a "robust record" of tremolite in its Vermont and Italian ore."[20]

J&J's knowledge that its talc ores and JBP contained asbestos is reflected in (a) the continuous stream of reports it received showing asbestos and (b) its own internal statements. Plaintiffs refer to the information summarized in demonstratives reflecting over 200 J&J internal results[21] and the results of 696 talc samples,[22] but submit the below *non-exclusive* examples:

Date, Exh.[23]	**Analyst, sample**	**Test results and/or other information**
-2/29/1956 -Ex. 39:	Battelle (consultant) to J&J on Italian talc ore	It contained "trace" tremolite with a crystallographic habit with "minor" "fibrous aggregates and single-fiber crystals"[24] (*i.e.*, asbestos).
-1/30/1967 -Ex. 46:	J&J internal on product containing Italian talc	A sample contained "fibrous tremolite" (*i.e.*, asbestos), causing J&J to believe it was "Italian talc."
-4/14/1971 -Ex. 47:	CSMRI[25] (consultant) to J&J on product	Two product samples tremolite "needle-like particles"[26] (*i.e.*, asbestos).
-7/9/1971 -Ex. 48:	J&J on Dr. Langer (independent) testing	TEM identified "chrysotile asbestos" on JBP samples
-7/29/1971 -Ex. 49:	J&J internal	"The talc used in Johnson's Baby Powder … consists mainly of platy talc with only trace amounts of fibrous minerals (tremolite/actinolite)."

[17] **Ex. 271**, Demonstrative Chart Summarizing Battelle Italian Results; Battelle Reports (relevant excerpts); *see also* **Ex. 266**, Affidavit of R. Mark Bailey 10/30/2023 at ¶ 25(a).
[18] **Ex. 272**, J&J memo "Preliminary Evaluation" 11/1/1967 at 12430 (reporting tremolite in both samples).
[19] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 247:20-250:3, 251:8-24; **Ex. 273**, J&J internal memo 4/15/1969; *see* **Ex. 257**, J&J Resp. to Reqs. for Admission 7/26/2021 at ¶ 7 (admitting author was the medical director).
[20] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 78:1-14, 172:23-173:2.
[21] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 43:11-24, 44:3-17, 47:10-48:2, 48:20-49:1, 49:24-50:11, 50:14-16, 51:12-52:20, 52:22-53:25, 54:6-13, 54:16-24, 55:2-57:1, 57:12-16, 57:19-58:4; **Ex. 274**, Demonstrative of J&J's Internal Documents 1957-2004; Transcript showing its admission.
[22] **Ex. 275**, "Decades of Evidence" (1948-2020) Demonstrative Chart 3/31/2021.
[23] Exhibits available upon request.
[24] **Ex. 134**, Dr. Webber Report 7/11/2022 at 21; **Ex. 257**, J&J Resp. to Req. for Admission 7/26/2021 at ¶¶ 2-3.
[25] "CSMRI" shall refer to "Colorado School of Mines Research Institute," J&J's longtime consultant.
[26] **Ex. 257**, J&J Resp. to Requests for Admission 7/26/2021 at ¶ 8.

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-11/10/1971 -Ex. 50:	Dr. Langer to J&J on JBP	"We observed trace amounts of chrysotile asbestos …" in JBP.
-11/1972 -Ex. 51:	Dr. Hutchinson (consultant) on STS	Chrysotile asbestos was found in both samples analyzed.
-8/10/1972 -Ex. 52:	J&J internal on product STS[27]	"About 1 fiber or rod/needle" every 500 particles" and "1/3 of these are tremolite" (*i.e.*, asbestos).
-8/24/1972 -Ex. 53:	J&J internal regarding FDA testing of STS	"The report from Sperry Rand was that asbestos was detected in the sample."
-11/1972 -Ex. 54:	J&J internal	"There are trace quantities of [tremolite rods] confirmed both by McCrone and Bill Ashton. Levels are extremely low but occasionally can be detected optically. This is not new."[28]
-4/26/1973 -Ex. 55:	J&J internal	"It is our joint conclusion that we should not rely on the 'Clean Mine' approach as a protective device for Baby Powder in the current Asbestos or Asbestos-Form controversy. We believe this mine to be very clean; however, we are also confident that fiber forming or fiber type minerals could be found. The usefulness of the 'Clean Mine' approach for asbestos only is over."[29] "Our Baby Powder contains … occasionally sub-trace quantities of tremolite or actinolite are identifiable (optical microscope) and these might be classified as asbestos fiber."
-4/27/1973 -Ex. 56:	J&J internal on JBP	Four JBP samples revealed "trace" amounts of tremolite-actinolite in the shape of "prismatic, columnar, parallel-sided rods" (*i.e.*, asbestos).
-3/1974 -Ex. 57:	Dr. Reynolds (consultant) to J&J on ore and milled talc	"The samples studies contain actinolite as the dominant fiberform amphibole phase" with "some anthophyllite present in very small amounts." 29415-29417. The ore contained 2300ppm actinolite and the product contained 170ppm actinolite. 29416. It shows an image of a "large anthophyllite fiber." 29429.
-4/24/1974 -Ex. 58:	McCrone (consultant) to J&J on ore	McCrone reported "fibrous tremolite" (*i.e.*, asbestos) and "chrysotile asbestos" in 15 samples of ore.
-5/14/1974 -Ex. 59:	Dr. Reynolds (consultant) to J&J on ore, milled talc and products	-The ore contained 3000ppm actinolite. " … the fibrous form of anthophyllite which occurs as a rare mineral in the Hammondsville ore body …" "Fibrous anthophyllite" (*i.e.*, asbestos). and "chrysotile asbestos found in association with the Hammondsville ore body … "
-7/1/1975 -Ex. 60:	McCrone (consultant) to J&J on ore samples	"Confirmed asbestos fibers" of the amphibole variety in 14 samples (9 fines, 5 sediment).

[27] Throughout this table and herein, "STS" refers to the J&J body powder talc product, Shower to Shower.
[28] *See* **Ex. 134**, Dr. Webber Report 7/11/2022 at 23 (describing the underlying report referenced).
[29] *See also* **Ex. 257**, J&J Responses to Requests for Admission 7/26/2021 at ¶ 11.

-11/5/1975 -Ex. 61:	McCrone (consultant) to J&J on ore	McCrone reported the number of fibers of [amphibole] asbestos" in 13 samples "seemed rather high," including many fiber "bundles."
-4/1/1977 -Ex. 62:	EMV Associates (consultant) on ore and product	"Tremolite is often present." Fibrous tremolite (*i.e.*, asbestos) identified in four samples (A composite, Old Stock Composite, Sample 14, Sample 15).
-12/15/1977 -Ex. 63:	Mountain State Research (consultant) to J&J on ore	It found two of three samples with trace and 4% tremolite-actinolite that "long-prismatic needles" (*i.e.*, asbestos). 18745, 18749.
-1991 -Ex. 65:	Dr. Blount (independent scientist in peer-reviewed publication on JBP and ore	In Sample I (JBP),[30] Dr. Blount reports 0.6-0.8% tremolite with amphibole structures as 'needles' (AR of 6-15:1) and fibers (greater than 15:1 aspect ratio). In four more samples, she found structures ranging from "cleavages" to "fibers."[31]
-4/23/1998 -Ex. 66:	Dr. Blount to J&J on JBP	"I believe that Johnson & Johnson's Vermont talc contains trace amounts of asbestos …"
-2/2004 -Ex. 67:	Forensic Analytical (independent) on JBP	JBP found to contain 0.2% anthophyllite asbestos by TEM testing.
-11/2/2011 -Ex. 68:	Smart Cube (consultant) to J&J on Guangxi, China ore	-"Talc reserves in China are characterized by their high asbestos/amphiboles content." -"In 2009, Korean Food and Drug Administration reported high asbestos content in the talc imported from China."

J&J always knew that users would the breathe asbestos fibers in JBP during use.[32] In April 1969, J&J's medical director recognized needle-like tremolite reach the pulmonary alveoli.[33]

2. J&J knew that breathing asbestos fibers contained in its talc could cause fatal diseases like mesothelioma.

In the 1930s, J&J's medical department was aware that asbestos was associated with cancer.[34] By the 1960s, J&J knew about Dr. Selikoff's publications about asbestos disease.[35] By April 1969, J&J knew reviewed "medical literature" identifying "hazards of talcs containing

[30] *See* **Ex. 276**, Letter from Dr. Blount on her 1991 paper 2/10/1992.
[31] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 62:10-64:14, 64:23-65:1, 65:20-22, 79:23-80:15.
[32] **Ex. 260**, Trans. of J&J (Dr. Hopkins) 7/22/2019 at 35:18-36:7, 38:4-13.
[33] **Ex. 273**, J&J internal memo 4/15/1969.
[34] **Ex. 260**, Trans. of J&J (Dr. Hopkins) 7/22/2019 at 32:12-17.
[35] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 235; **Ex. 277**, J&J internal memorandum 10/16/1997 (admitting link of asbestos and mesothelioma was "clearly established" by the 1960s).

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tremolite."[36] J&J's medical director (a) associated cancer with tremolite-containing talc, (b) worried about public "furor" if "it became known that our talc formulations contained any significant amount of tremolite" and (c) warned of future litigation.[37] By the mid-1970s, scientific authorities told J&J that any asbestos in talc is dangerous:

Date	**Exh.**	**Authority speaking to J&J**	**Content of statement to J&J (as reflected in J&J's own documents)**
7/31/1971	69(a)	Dr. Cooper, Chairman of the National Review of Asbestos	There is (a) "no place for asbestos in cosmetic talcs" and (b) no "low level of asbestos content in talc" that was "acceptable for cosmetic use."
2/13/1975	69(b)	Dr. Schaffner, FDA, in face-to-face conversation with J&J	J&J argued that baby powder containing 1% asbestos was safe. He told J&J it was "foolish" because "no mother was going to powder her baby with 1% of a known carcinogen."
12/8/1975	69(c)	FDA in Federal Register	"Inhaled talc containing asbestos is known to be hazardous, and even carcinogenic."
3/11/1976	69(d)	Dr. Weissler, FDA	"No safe exposure to asbestos has been found."
3/22/1976	69(e)	Dr. Groth, Chief Pathologist at NIOSH on the phone with J&J	He recommended against "using talc on babies because of the possibility of asbestos inhalation, regardless of the contamination level."

J&J provided its own employees protections against exposure to the same talc in JBP.[38]

By 1997, J&J knew that (a) "mesothelioma may occur after brief or indirect exposure to asbestos," (b) talc miners are at risk for mesothelioma and (c) consumer talc products can cause mesothelioma because the asbestos types found in talc (tremolite, anthophyllite) were found in women with mesothelioma with no other identifiable exposure.[39] J&J's toxicology director in 2001-2006 knew at the time there were "no known safe levels for asbestos."[40]

[36] **Ex. 257**, J&J Resp. RFAs 7/26/2021 at ¶ 6; **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 244:13-245:9, 246:8-24.
[37] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 247:20-249:3, 252:14-254:19.
[38] **Ex. 278**, NIOSH "Summary of Plant Observation Reports and Evaluation" 3/1979.
[39] **Ex. 277**, J&J internal memorandum 10/16/1997 (stating "The majority of asbestos bodies isolated from the lungs of women in the general population have tremolite and anthophyllite and because tremolite and anthophyllite are known contaminants of talc, this data suggests that rare cases of mesothelioma among women with no other identifiable exposure might be related to exposure to cosmetic talc.").
[40] **Ex. 279**, Depo. of Steven Mann (J&J) 2/15/2021 at 224:15-20, 256:10-12, 256:22-23.

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3. Despite its extensive knowledge, J&J failed to warn, failed to adequately test, and failed to fully replace talc with cornstarch.

First, J&J admitted that "there's never been a warning about asbestos on any Johnson & Johnson talc product."[41] J&J never warned it contained the minerals tremolite, actinolite or anthophyllite.[42] J&J "always told the public that there's never been a single fiber of asbestos."[43]

Second, J&J failed to test its talc frequently enough with TEM (despite knowing its superior ability to detect asbestos since the early 1970s).[44] J&J tested by TEM only four times per year and its more routine testing (one sample per 650 tons) used a method (XRD) with a high detection limit of 0.5%.[45] J&J knew of density preconcentration techniques to enhance the ability to detect asbestos.[46] But J&J ultimately found such problematic after repeatedly detecting asbestos.[47] J&J chose not to use it and oppose regulators suggesting its use.[48]

Third, J&J failed to market cornstarch until 1980[49] and never fully replaced talc until 2020. J&J knew other manufacturers used cornstarch since the 1890s.[50] It developed a cornstarch formula by 1972.[51] J&J knew it was "the only viable alternative"[52] without asbestos fibers.[53]

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[41] **Ex. 257**, J&J Resp. to RFAs 7/26/2021 at ¶ 27; **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 171:11-14.
[42] **Ex. 257**, J&J Responses to Requests for Admission 7/26/2021 at ¶ 28.
[43] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 87:1-88:11, 89:5-12.
[44] **Ex. 268**, J&J memo 1/3/1974 (referring to TEM as "the only absolute proof" for identifying asbestos in talc).
[45] **Ex. 259,** J&J Raw Material Spec. 1/7/1992; **Ex. 279**, Depo. of Mr. Mann 2/15/2021 at 138-140, 142.
[46] *E.g.*, **Ex. 269**, J&J memo 5/16/1973 (Dr. Pooley); **Ex. 280**, Dr. Reynolds report to J&J 3/1974 (Dartmouth).
[47] **Ex. 281**, J&J "Proposed Specs For Analyzing Talc For Asbestos" 5/22/1973 at 1896 ("… the limitation of this method is that it may be too sensitive"); J&J internal letter 6/4/1973 ("I am concerned that our Vermont talc will from time to time show traces of tremolite" using the technique); J&J "Review of CTFA Methodology" 2/28/1975 at 300438 (concluding "our major problem" with the technique is that it allows "levels of detectability of asbestos in talc in the ppm [parts per million] range.").
[48] **Ex. 282,** J&J letter 2/18/1975 (J&J chose not to use the technique because its "not be in the company interests"); **Ex. 283**, J&J memo. 11/24/1976 (finding it "disturbing" and it makes "supporting purity claims" harder).
[49] **Ex. 257**, J&J Resp. to RFAs 7/26/2021 at ¶ 9; **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 37:14-22.
[50] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 37:23-38:3.
[51] **Ex. 257,** J&J Resp. to RFAs 7/26/2021 at ¶ 9; **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 241:9-14.
[52] **Ex. 284**, J&J memo "Talc Program" 6/7/1971.
[53] **Ex. 285**, J&J memo "Windsor Minerals and Talc" 4/26/1973 at 294874.

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4. Motivated by profits, J&J misled, concealed known information from and lied to regulatory bodies, courts, and consumers.

J&J understood the importance of JBP in its diverse business portfolio. J&J called JBP a "golden egg,"[54] its "flagship product"[55] and a "sacred cow."[56] J&J actively sought to capitalize on the "mother-baby" "emotional bond" and trustworthiness associated with JBP to help its other revenue streams.[57] J&J understood that it would be "very bad for business" and damage its "reputation if it ever came out that baby powder" contained asbestos.[58] For example, when a government agency proposed listing talc as a carcinogen in 2004, J&J responded that an "unfavorable ruling" could have a "major ripple effect."[59] J&J adopted a decades-long strategy of (a) being "ruthless,"[60] (b) generating "marginal" scientific data for "maximal leverage for defending the product"[61] and (c) attacking the public health community (enemies lists).[62]

J&J knew the FDA wanted to regulate asbestos in talc in the early 1970s.[63] J&J mislead the FDA and provided knowingly false information to hinder the FDA's efforts. J&J recommended the FDA adopt a standard not requiring test methods capable of detecting asbestos at concentrations below 1%.[64] Per *supra*, J&J received many results showing chrysotile in JBP[65] but told the FDA none were ever found.[66] J&J knew of hundreds of findings of tremolite the talc used

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[54] **Ex. 286,** J&J PowerPoint 4/28/1997; **Ex. 287**, J&J PowerPoint 8/18/1997.
[55] **Ex. 260**, Trans. of J&J (Dr. Hopkins) 7/22/2019 at 103:23-25.
[56] **Ex. 279**, Depo. of Steven Mann (J&J) 2/15/2021 at 10:1-8, 101:21-23, 102:1-24.
[57] **Ex. 286,** J&J PowerPoint 4/28/1997; **Ex. 287**, J&J PowerPoint 8/18/1997.
[58] **Ex. 260**, Trans. of J&J (Dr. Hopkins) 7/22/2019 at 103; **Ex. 263.**, J&J (Dr. Hopkins) depo. 4/11/2018 at 43:5-10.
[59] **Ex. 279**, Depo. of Steven Mann (J&J) 2/15/2021 at 158:14-160:8, 164:11-165:12, 167:2-8.
[60] **Ex. 288**, J&J memo on NIOSH study (stating that J&J adopted a strategy of being "ruthless" in "fending off questions about asbestos in talc" because "most wars are not won at peace talks around the conference table, but are won on the battlefield by legions who are the most ruthless … It is imperative we overcome the inertia of our past to modernize and mobilize our defenses and offenses so we enter into battle with the outcome assured.").
[61] **Ex. 289**, J&J memo "Management Authorization for Additional Talc Safety Studies" 3/3/1975 at 16438; **Ex. 290**, J&J memo "Talc/Powder Program and Strategy" 3/17/1975.
[62] **Ex. 291**, J&J "Antagonisitc Personalities" memo 11/29/1972.
[63] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 131:5-8.
[64] **Ex. 263**, J&J (Dr. Hopkins) depo. 4/11/2018 at 117:5-18, 264:5-11; **Ex. 292**, CTFA meeting minutes 2/4/1975; **Ex. 293**, J&J letter to FDA 9/6/1974; J&J letter to the CTFA 12/17/1974.
[65] *E.g.*, **Ex. 294**, Dr. Langer to J&J 11/10/1971; **Ex. 295**, Dr. Hutchinson report to McCrone/J&J.
[66] *See* **Ex. 301**, **Ex. 292**, CTFA meeting minutes 2/4/1975.

to manufacture JBP,[67] but J&J told the FDA "No amphiboles or serpentine minerals were detected in any sample."[68] J&J admitted that it "cannot point to a single case prior to 2017 where J&J turned over evidence related to the testing of" J&J's talc.[69]

5. J&J promoted the purity of JBP and made other claims to the public that J&J knew it could *not* support.

J&J promoted JBP as the "Purest Protection" in advertisements.[70] J&J gave hospitals samples of JBP after telling physicians and nurses that JBP contains "no detectable asbestos."[71] J&J's guidebook to mothers in 1976 stated JBP contained the "highest quality" and there is "no" asbestos in JBP.[72] Internally, J&J recognized it could *not* claim "absolute purity" or the "purest talc."[73]

III. ARGUMENT and AUTHORITIES

A. J&J has failed to meet its summary judgment burden.

"Summary judgment is a drastic remedy which should be cautiously invoked so that a litigant is not improperly deprived of a trial on disputed factual issues." *Madison ex rel. Bryant v. Babcock Center, Inc*., 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006); *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). Under South Carolina Rule of Civil Procedure 56, summary judgment is only appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP; *Cafe Assocs. Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The moving party has the burden of clearly establishing the absence of a genuine issue of material fact. *Singleton v. Sherer*,

[67] **Ex. 260**, Trans. of J&J (Hopkins) 7/22/2019 at 137:6-11; **Ex. 263**, J&J (Hopkins) 4/11/2018 at 78:1-14, 172-173.
[68] **Ex. 296**, J&J letter to the CTFA (to be forwarded to the FDA) 3/15/1976.
[69] **Ex. 297**, Depo. of J&J (Musco) 3/8/2019 at 420:19-421:2.
[70] *E.g.*, **Ex. 298**, J&J advertisement 1965.
[71] *E.g.*, **Ex. 299**, J&J guidebook for physicians and nurses 6/10/1976.
[72] *E.g.*, **Ex. 299**, J&J guidebook for physicians and nurses 6/10/1976.
[73] **Ex. 300**, J&J purity claim support 2/10/1974.

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377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008). If and when the party moving for summary judgment meets its initial burden of showing an absence of evidentiary support for the plaintiff's case, only then is the plaintiff required to come forward with specific facts showing there is a genuine issue for trial. *See Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (Ct. App. 2003).

In determining whether a genuine question of fact exists, the court must view the evidence and all inferences which can be reasonably drawn from the evidence in the light most favorable to the nonmoving party. *Faile v. S. C. Dep't of Juvenile Justice*, 350 S.C. 315, 324, 566 S.E.2d 536, 540 (2002). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Baugus v. Wessinger*, 303 S.C. 412, 401 S.E.2d 169 (1991). Even when there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 443 S.E.2d 392 (1994). Summary judgment should be denied unless reasonable minds cannot differ on plain, palpable, and indisputable facts. *See Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). Here, J&J has failed to meet its high burden of showing the absence of a genuine issue of material fact for trial.

B. There is a fact issue regarding Plaintiffs' fraudulent misrepresentation claim.

The elements of a fraudulent misrepresentation claim are:

> (1) a representation; (2) falsity; (3) its materiality; (4) knowledge of the falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance upon the truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury.

Redwend Ltd. P'ship v. Edwards, 354 S.C. 459, 473, 581 S.E.2d 496, 503–04 (Ct. App. 2003).

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Plaintiffs' evidence raises material issues of fact on all the elements of Plaintiffs' fraudulent representation claim. As set forth above, J&J made false statements of material fact on the bottle of JBP, stating that it offered "purest protection" when in reality it was not safe and could cause cancer. J&J knew the statements they were making were false and knew that JBP and the talc source mines had asbestos fibers. J&J intended the general public to rely on their statements and Michael Perry and his whole family did rely on J&J's misrepresentations in purchasing and using JBP. Mr. Perry's mother used it on him, taught him how to use it when he was old enough, and then Michael continued to use it on himself. This cycle of mothers trusting JBP as the best protection for their children was exactly the purpose of J&J's false and misleading statements about the purity of JBP that encouraged mothers and others to trust JBP and associate JBP with the mother-child bond. As a result, Michael Perry was exposed to asbestos from decades of using JBP and developed mesothelioma.

J&J will argue that Mr. Perry neither heard nor relied on these misrepresentations but was harmed by the misrepresentations because the *FDA* relied on them. Section 310 of the Restatement (Second) of Torts provides:

> An actor who makes a misrepresentation is subject to liability to another for physical harm which results from an act done by the other *or a third person* in reliance upon the truth of the representation, if the actor
>
> (a) intends his statement to induce or should realize that it is likely to induce action by the other, or a third person, which involves an unreasonable risk of physical harm to the other, and
> (b) knows
> (i) that the statement is false, or
> (ii) that he has not the knowledge which he professes.

Restatement (Second) of Torts § 310 (emphasis added). The person who makes the misrepresentation is liable "not only toward a person whose conduct it is intended to influence but also toward all others whom the maker should recognize as likely to be imperiled by action taken

in reliance upon his misrepresentation." *Id.* at comment (c). Moreover, liable under section 310 "is not confined to those persons whose conduct the misrepresentation is intended to influence, or to harm received in the particular transaction which the misrepresentation was intended to induce." *Id.* at comment (d).

C. There is a fact issue regarding Plaintiffs' conspiracy claim.

The elements of a civil conspiracy claim are "(1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cty. Sch. Dist.*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021), *reh'g denied* (Aug. 18, 2021). Plaintiffs have described J&J's overt acts in combination with other members of the CTFA to misrepresent and obfuscate the dangers of talc products to the FDA, the media, and the public. Because of those acts and their great success in keeping hidden the danger of asbestos in talc for so long, Michael Perry used J&J's talcum-based body powders for decades and developed mesothelioma as a result.

D. Lonnie Long's loss of consortium claim survives.

J&J contends that Lonnie Long's loss of consortium claim fails because, it alleges, there is no evidence of a legal marriage between Michael Perry and Lonnie Long. As noted above and throughout several days of Mr. Perry's deposition in which he discussed his marriage and his husband at great length, Michael and Lonnie were married in June of 2009 in Ontario, Canada, and Plaintiffs have attached their Certificate of Marriage in support of that claim. Additionally, Plaintiffs have demonstrated a triable issue of fact concerning Michael Perry's claims against J&J. Thus, Lonnie Long's loss of consortium against J&J survives.

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IV. CONCLUSION

For the reasons expressed herein, Plaintiffs respectfully request that this Court deny J&J's motion for summary judgment.

Respectfully submitted,

/s/ Charles W. Branham
Charles W. Branham, III (SC Bar No. 106178)
Rachel A. Gross (Admitted *Pro Hac Vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 302
Dallas, TX 75202
T: 214-722-5990
rgross@dobslegal.com
Other email: tgilliland@dobslegal.com

Theile B. McVey (SC Bar No. 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street
Post Office Box 1476
Columbia, SC 29202-1476
T: 803-256-4242
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com
ATTORNEYS FOR PLAINTIFF

July 8, 2024
Dallas, TX

EXHIBIT 1

STATE OF SOUTH CAROLINA	:	IN THE COURT OF COMMON PLEAS
	:	
COUNTY OF RICHLAND	:	FOR THE FIFTH JUDICIAL CIRCUIT
MICHAEL L. PERRY and	:	
LONNIE L. LONG,	:	
Plaintiffs,	:	C/A No.
v.	:	2023-CP-40-04072
AMERICAN INTERNATIONAL	:	
INDUSTRIES, et al.,	:	
Defendants.	:	CERTIFIED ORIGINAL

Video-Recorded Deposition of

MICHAEL L. PERRY

VOLUME I

Hampton Inn by Hilton Charleston Historic District

345 Meeting Street, Charleston, South Carolina

and

Via Zoom Videoconferencing

Tuesday, October 10, 2023

10:06 a.m.

Reported by:

Adam D. Miller, Registered Professional Reporter

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APPEARANCES:
On Behalf of Plaintiffs:
RACHEL A. GROSS, ESQUIRE
rgross@dobslegal.com
DEAN OMAR BRANHAM SHIRLEY, LLP
302 North Market Street, Suite 300
Dallas, Texas 75202
214.722.5990
On Behalf of Honeywell International, Inc.:
ROBERT C. RAKERS, ESQUIRE
Robert.Rakers@huschblackwell.com
HUSCH BLACKWELL, LLP
8001 Forsythe Boulevard, Suite 1500
St. Louis, Missouri 63105-3443
314.480.1500
APPEARANCES VIA ZOOM:
On Behalf of Bristol-Myers Squibb Company; Calvin Klein Inc.; Coty Inc.; The Procter & Gamble Company; Shulton, Inc.; and Idelle Labs, Ltd.:
ROBERT O. MERIWETHER, ESQUIRE
robert.meriwether@cs-law.com
COSMICH, SIMMONS & BROWN, PLLC
701 Gervais Street
Columbia, South Carolina 29201
601.255.0856

Page 3

On Behalf of The Mennen Company and PTI Union, LLC:
LOUIS P. HERNS, ESQUIRE
louis@milliganlawfirm.com
MILLIGAN HERNS, PC
721 Longpoint Road, Suite 401
Mt. Pleasant, South Carolina 29464
843.971.6750
On Behalf of Block Drug Company, Inc.:
MATTHEW M. ENENBACH, ESQUIRE
Matthew.Enenbach@kutakrock.com
KUTAK ROCK LLP
1650 Farnam Street
Omaha, Nebraska 68102-2186
402.346.6000
On Behalf of IMI Fabi (Diana), LLC; IMI Fabi (USA) Inc.; IMI Fabi, LLC (appearance is not a waiver of personal jurisdiction defense for IMI Fabi entities):
GEOFFREY PASCHKE, ESQUIRE
Geoff.Paschke@wbd-us.com
WOMBLE BOND DICKINSON (US) LLP
555 Fayetteville Street, Suite 1100
Raleigh, North Carolina 27601
919.755.2100

Page 4

On Behalf of Avon Products, Inc.:
JAMES H. ELLIOTT, JR., ESQUIRE
JElliott@RichardsonPlowden.com
RICHARDSON PLOWDEN ROBINSON, P.A.
235 Magrath Darby Blvd., Suite 100
Mount Pleasant, South Carolina 29464
843.805.6550
On Behalf of American International Industries and Glamour Industries, Co.:
KURT GREVE, ESQUIRE
kurt.greve@lathropgpm.com
LATHROP GPM LLP
2101 Cedar Springs Road, Suite 1400
Dallas, Texas 75201-2134
469.983.6100
-and-
TIM PECK, ESQUIRE
TPeck@foxrothschild.com
FOX ROTHSCHILD LLP
230 North Elm Street
Suite 1200
Greensboro, North Carolina 27401
336.378.5200

Page 5

On Behalf of Rite Aid of South Carolina, Inc. and for EDC Drug Stores, Inc.:
R. SCOTT WALLINGER, JR., ESQUIRE
swallinger@barnwell-whaley.com
BARNWELL WHALEY PATTERSON & HELMS, LLC
211 King Street, Suite 300
Charleston, South Carolina 29401
843.577.7700
On Behalf of Pneumo Abex LLC:
KEVIN GREENE, ESQUIRE
kgreene@wilsav.com
WILLCOX & SAVAGE
Wells Fargo Center
440 Monticello Avenue
Suite 2200
Norfolk, Virginia 23510
757.628.5500
On Behalf of Colgate-Palmolive Company:
DEIRDRE S. McCOOL, ESQUIRE
deirdre.mccool@nelsonmullins.com
NELSON MULLINS RILEY & SCARBOROUGH LLP
Liberty Center, Suite 600
151 Meeting Street
Charleston, South Carolina 29401-2239
843.853.5200

Page 6

On Behalf of Walmart, Inc.:
RANDI LYNN ROBERTS, ESQUIRE
rlroberts@gaffneylewis.com
GAFFNEYLEWIS LLC
3700 Forest Drive, Suite 400
Columbia, South Carolina 29204
803.790.8838
On Behalf of Chattem, Inc.:
R. WILDER HARTE, ESQUIRE
WHarte@RichardsonPlowden.com
RICHARDSON PLOWDEN ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29201
803.771.4400
-and-
MEREDITH LEE, ESQUIRE
Meredith.Lee@millermartin.com
MILLER & MARTIN PLLC
Volunteer Building, Suite 1200
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289
423.756.6600

Page 7

On Behalf of PTI Royston, LLC:
CELIA CARROLL, ESQUIRE
Celia.Carroll@tuckerellis.com
TUCKER ELLIS LLP
100 South Fourth Street, Suite 600
St. Louis, MO 63102
314.256.2550
On Behalf of Brenntag North America, Inc. and Brenntag Specialties, LLC:
MORGAN MILLER, ESQUIRE
MMiller@maronmarvel.com
MARON MARVEL BRADLEY ANDERSON & TARDY LLC
259 Seven Farms Drive, Suite 300
Daniel Island, South Carolina 29492
843.727.0001
On Behalf of L'Oreal; Ralph Lauren; Charles B. Chrystal Co., Inc.; and Color Techniques, Inc.:
WILLIAM H. KLEINDIENST, ESQUIRE
wkleindienst@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
40 Calhoun Street, Suite 350
Charleston, South Carolina 29401
843.278.5900

Page 8

On Behalf of Chanel, Inc.:
C. ANNE MALIK, ESQUIRE
amalik@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE, LLP
Columbia Center
1152 15th Street, NW
Washington, D.C. 20005-1706
202.339.8400
On Behalf of Vi-Jon, LLC:
PATRICK J. CLEARY, ESQUIRE
patrick.cleary@bowmanandbrooke.com
BOWMAN AND BROOKE LLP
1441 Main Street, Suite 1200
Columbia, South Carolina 29201
803.726.7420
On Behalf of Est e Lauder Inc.; Est e Lauder International, Inc.; and The Est e Lauder Companies, Inc.:
JAMES B. GLENN, ESQUIRE
jase.glenn@cs-law.com
COSMICH, SIMMONS & BROWN, PLLC
701 Gervais Street
Suite 150, PO Box 109
Columbia, South Carolina 29201
601.255.0856

Page 9

On Behalf of Presperse Corporation and Sumitomo:
JENNIFER M. TECHMAN, ESQUIRE
jmtechman@ewhlaw.com
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, Georgia 30326
678.651.1200
On Behalf of Union Carbide Corporation:
DENNY P. MAJOR, ESQUIRE
dmajor@hsblawfirm.com
HAYNSWORTH SINKLER BOYD, P.A.
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201
803.779.3080
On Behalf of C&S Wholesale Grocers, LLC; CVS Health Corporation; CVS Pharmacy, Inc.; EDC Drug Stores, Inc.; Hawthorne Pharmacy, Inc.; Piggly Wiggly, LLC; Rite Aid of South Carolina, Inc.; and Walgreen Co.:
AMY HARMON GEDDES, ESQUIRE
AGeddes@maynardnexsen.com
MAYNARD NEXSEN PC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Post Office Box 2426 (29202)
803.771.8900

On Behalf of Genuine Parts Company:
DAVID L. SZLANFUCHT, ESQUIRE
David.Szlanfucht@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
4600 Madison Avenue, Suite 700
Kansas City, Missouri 64112
816.299.4244
On Behalf of Johnson & Johnson; LTL Management, LLC; J&J Holdco (NA) Inc.; Janssen Pharmaceuticals, Inc.; and Kenvue, Inc.:
BLAKE T. WILLIAMS, ESQUIRE
blake.williams@nelsonmullins.com
NELSON MULLINS RILEY & SCARBOROUGH LLP
Meridian
1320 Main Street, 17th Floor
Columbia, South Carolina 29201
800.237.2000
On Behalf of Pfizer, Inc.; Minerals Technologies Inc.; and Specialty Minerals Inc.:
JAMES H. BURNS, ESQUIRE
james.burns@nelsonmullins.com
NELSON MULLINS RILEY & SCARBOROUGH LLP
1320 Main Street, 17th Floor
Columbia, South Carolina 29201
800.237.2000

ALSO PRESENT: TYLER TAM, THE VIDEOGRAPHER
JACKIE MAZADE

- - - - -

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DEPONENT: MICHAEL L. PERRY

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- - - - -

THE VIDEOGRAPHER: We are on the record at 10:06. Today's date is October 10th, 2023. This is the beginning of media one in the deposition of Michael Perry, in the matter of Michael L. Perry, et al., versus American International Industries, et al., in the Court of Common Pleas for the Fifth Judicial Circuit, State of South Carolina, County of Richland, Case Number 2023-CP-40-04072.

This deposition's taking place at 345 Meeting Street, Charleston, South Carolina.

My name is Tyler Tam, and I am the videographer. The court reporter is Adam Miller. Counsel will be stated on the stenographic record.

Will the court reporter please swear in the witness.

- - - - -

MICHAEL L. PERRY, having first been duly sworn according to law, was examined and testified as follows:

- - - - -

ATTORNEY GROSS: All right. Just

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before we get started, just a couple quick things on the record. We'll do what we always do for South Carolina depositions, meaning in terms of stipulations, the first one being obviously that this deposition is being conducted pursuant to the South Carolina Rules of Civil Procedure.

Second is that all objections except those as to the form of the question or responsiveness of the answer are reserved until the time of trial.

Third is one objection by a defendant is good for all. That means you can mark just "defense counsel" in the transcript unless somebody specifically wants to opt out. I've never heard of that happening before, but just in case.

Fourth is that an appearance by a defendant here today does not waive any of their possible defenses. And that includes any and all defenses. I'm not going to list them out, but it doesn't waive any of them.

Does any defendant have any

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stipulations they'd like to bring up to add?

Okay. Well, then we can go ahead and get started. Are we on? Okay.

BY ATTORNEY GROSS:

Q Good morning, Mr. Perry.

A Good morning.

Q Go ahead and introduce yourself to everybody. Breathe. Breathe first and then go ahead and --

A My name is Michael Perry.

Q Okay. How are you feeling today? Are you nervous?

A I'm a little nervous. A lot, a lot of processing right now. But I'm as good as I can be on this day.

Q We're going to take it step by step, question by question. We're going to get through this, okay?

A Uh-huh.

Q Everybody will tell you if you need to take a break at any time, you just let us know. I'm going to keep my eye on you, though; okay?

A Okay.

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Q All right.

A Thank you.

Q We are here today to take your deposition. Do you understand that?

A I do.

Q Have you ever done anything like this before in your entire life?

A I have been deposed before, but nothing to this gravity.

Q How many times have you been deposed before?

A Twice.

Q Was it for work?

A Work and a real estate venture that I was involved in.

Q Got it. So never in any sort of the personal injury capacity?

A No, sir -- or no, ma'am. Sorry.

Q That's okay. It happens all the time. Don't worry.

Your deposition, Michael, is being videotaped. And do you understand that this video could be played to a jury later at trial?

A I do.

Q What is your understanding of why

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we're all here today?

A My understanding is to tell my story, my journey that I'm going to take with, with mesothelioma, and to find closure and hold the individuals that caused this to me accountable.

Q Okay.

A And however that ends is the most important thing to me, to make sure that my family and loved ones are taken care of after I'm gone.

Q Okay. I know this is going to be hard. But, again, we're going to take this step by step, question by question; okay?

A Yeah.

Q Okay. You've already mentioned it, but have you been diagnosed with a disease?

A I was diagnosed with mesothelioma back in July of 2023.

Q Okay. Do you have an understanding of what causes mesothelioma?

A I do.

Q What's that?

A My exposure to asbestos.

Q Okay. How does sitting down for long periods of time affect you physically right now?

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A Sitting in -- it is a -- sitting in one, one spot or confined, it builds a tremendous amount of discomfort in my chest and back area. And so I live with everyday pain and discomfort.

Q Let's talk. Let's let everybody get to know you a little bit; okay?

A Okay.

Q Where were you born?

A I was born in Springfield, Illinois, 1969.

Q So we got the year. What's your full birthday?

A December 20th, 1969.

Q I am very bad at math. Tell me how old you are.

A It puts me at 53 years old.

Q When I have to carry the one, it's all gone. All right. So you're 53.

Where did you grow up? Did you grow up in Springfield?

A I grew up in Springfield.

Q Where do you live now?

A I live on Johns Island, South Carolina.

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Q When did you move to South Carolina?

A We -- I moved in the 1990s.

Q So you've been making South Carolina your home for the last several decades; right?

A Yes.

Q Where did you go to school?

A I graduated -- I went to three schools in Springfield, Illinois. It was Riverton Elementary School, Riverton Middle School, and Riverton High School, where I graduated before attending college.

Q Walk us through your education a little bit.

A Um...

Q Did you get any degrees in college?

A Oh, yeah. So higher education, I graduated from University of Illinois, where I obtained a degree in communications. And then after that I attended the College of Charleston, where I was seeking a degree in finance, hotel management.

Q And did you get that degree?

A I am one class shy. So if I get my butt back into place, I may get it one day.

Q Okay. I'm going to put up and we'll

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mark it as Exhibit 1. So bear with me. This is the technological impediment that I always face.

(Exhibit PX 1 was marked for identification.)

BY ATTORNEY GROSS:

Q All right. Does everybody see this photo and only this photo on their computer?

Okay. I'm seeing shaking heads, so that's great.

All right. So we're going to attach this photograph, Michael, for the record as Exhibit 1. This looks like a graduation outfit; is that right?

A That is my high school graduation with my grandmother on my mother's side.

Q Okay. Do you remember this day at all?

A I do. I remember it quite vividly.

Q Tell us just a little bit about it.

A Since the family is so important to our family and so when I graduated high school, my grandmother came up from New Mexico. You know, I was the second grandchild that had graduated from high school, my sister being the first one. And so it was a very joyous day for

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us to go to the school, graduate from high school. It was a big sense of accomplishment for my family.

Q Have you ever been married?

A I have. I met the love of my life, Lonnie Long, in the early 2000s.

Q We're going to talk more about Lonnie later. But just for right now, you said you met in the early 2000s?

A Yes.

Q Have you-all been together ever since?

A About 2003.

Q Have you-all been together ever since?

A We have.

Q Let's talk a little bit more about you growing up, when you were a kiddo; okay?

A Uh-huh.

Q Did your parents give you any siblings?

A I have a sister.

Q What's your sister's name?

A Michelle.

Q So we're going to attach probably my

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favorite photo, because your sister looks like Harry Potter, as Exhibit 2.

(Exhibit PX 2 was marked for identification.)

BY ATTORNEY GROSS:

Q You-all see the photo?

A Yes.

Q Okay. Who's who in this picture?

A I'm the little boy in the yellow. The girl next, with the Groucho Marx glasses and nose, is my sister. We were at my grandparents' house on my father's side back in the 1970s. It was at Christmastime, and it was quite joyous. And we shared mugshots with the Groucho Marx nose and glasses.

Q I showed my age that I referred to them as Harry Potter glasses, but we'll leave that aside.

All right. Growing up, Michael, what did your mother and father do for work?

A My mother was a computer programmer for an insurance company that insured schoolteachers across the United States.

My father worked at the airport, started off as a mechanic and ended his career

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as an inspector. His strength and his specialty was avionics.

Q Were you close to your family growing up?

A Yes; very close. We were a tight, cohesive bond.

Q You told us earlier you currently live close to Charleston; right?

A I do.

Q How far about are you from downtown where we are right now?

A 15 minutes, given traffic.

Q How many homes have you lived in between your Springfield home where you were born and your current home in -- did you say Johns Island?

A Johns Island.

Q Okay. So how many homes did you live in between your childhood home in Springfield and your current home in Johns Island?

A Five homes total. Two of them in Springfield and then three homes in Charleston counting the current home that we're in now.

Q Okay. And what I want to ask you, I'm going to try to do it as a big-picture

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question, and we'll see if we can; okay? Through these five homes, can you tell us how many bathrooms were in each home?

A Sure.

Q Go ahead.

A The first home that I was born into was a small, post-World War II home that had one bathroom. Then in 1976, my family -- my mom and dad were able to buy a larger home where we had two bathrooms. Then when I left the family home, I lived in a beach cottage down by Folly Beach here in South Carolina. And it was a small 1940s-style -- or, excuse me, 1920s-style home that had just one bathroom. And then the bathroom on the farm was two bathrooms. And then the final home that we're in is three bathrooms.

Q Okay. What do you do for a living right now?

A I am the general manager of the Market Pavilion Hotel and Grill 225 restaurant.

Q How long have you been in what I'll call the hospitality industry for work?

A That's all I know. Hospitality is, is my blood. I live and breathe hospitality.

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(Discussion held off the stenographic record.)

ATTORNEY GROSS: Off the record for two seconds.

THE VIDEOGRAPHER: Off the record at 10:19.

(Discussion held off the record.)

THE VIDEOGRAPHER: Back on the record at 10:21.

BY ATTORNEY GROSS:

Q All right. Quick, little break, quick technological --

A Yeah.

Q -- issues. That happens on Zoom sometimes. When we quickly jumped off, you had told us that hospitality is all you know. It's in your blood, right?

A It is. That's all I know.

Q All right. Now, I know, because I know you, that at some point in time, you worked on a sailboat; is that right?

A I did, yeah.

Q Okay. Walk us through your job history from your first job through your current general manager position, if you would.

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A So I was, back at the age of 15, I was a lifeguard. And I got a job at a Holiday Inn in Springfield, Illinois, as the lifeguard at their pool. And they loved me so much, I grew up through the ranks, made it from lifeguard to front desk and from front desk into a supervisory role and eventually made it as the resident manager of that hotel. It was a 406-room Holidome in Springfield, Illinois.

After that I really had this desire that I wanted to live a pirate's life. And living and doing the boat tours or the charter boats was something that I just couldn't get -- it was the Robinson Crusoe in me, living on a boat and living behind an island and chasing sunsets. And I got a chance to do that and follow that dream, and I did that for money.

Q Let me stop you right there before you keep going. I want to attach as Exhibit 3, I think we've got some photographs of the boat, I think.

A Yeah.

Q Let's see.

(Exhibit PX 3 was marked for identification.)

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BY ATTORNEY GROSS:

Q Is this it?

A That's the Midnight Dragon.

Q This is your sailboat?

A Yes.

Q Okay. Keep going.

A So I had five other friends that I met, and we were able to join together. And we traveled together with passengers either from the Middle Keys up to -- or down to Key West, Dry Tortugas, Fort Jefferson, or we would go over to the Bahamas. We traveled in a group. It was safe back then.

And I did that until I came to this epiphany that that's all I was ever going to be is someone else's vacation unless I got focused on my career, get my own money, and stop living someone else's vacation and start living my own. So that's when I got focused back into hospitality to really do what was important, which was set up my end -- my end of future -- my retirement, so when I was married, we could go and chase sunsets through the Bahamas and in the Florida Keys.

Q Okay. When you first moved in with Lonnie, you-all lived on a farm; is that correct?

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A Yes. We had 15 acres on Johns Island, South Carolina.

ATTORNEY GROSS: All right. So we'll mark as Exhibit 4, kind of small, just on the export. Give me one quick second.

(Exhibit PX 4 was marked for identification.)

BY ATTORNEY GROSS:

Q We'll mark as Exhibit 4 -- are these some cows?

A Those are cows at the big farm up in Laurens, South Carolina. So every fall the family would go up, and all the cows that were going to be sent to market were brought together. And then we'd load them up in trucks and take them out to send them to market.

Q The farm that you and Lonnie lived on, was it a lot of land?

A There on Johns Island, it was, yes, 10 acres of land. So what we did is we kept our horses on it. And then in the summer months when we got into hurricane season, we moved the horses up to Laurens so they would be safe so we

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didn't have to deal with the stress and have them be under stress with hurricanes and so forth. And we'd bring them back down in the fall.

But the horses were our children. Lonnie and I were never allowed or able to have children because of the big elephant in the room, which we were a same-sex marriage. So the horses were everything to us. And they had personalities.

And I'll never forget one of the times that we had a huge storm come up and spooked one of our horses. And she actually climbed up the steps of the front porch. And I woke up in the middle of the night hearing this horrible noise up on the porch. And I looked -- went to the front door and looked out there, and here's Storm Cat standing on the porch just looking in the front door. And it took forever to get her back off the steps, back down. But they all had personalities, and they were all our children.

Q When my horse growing up, if I had tried to bring her inside the house, my parents would be thrilled.

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Have you always been an animal person?
A I have. I have owned animals from my earliest recollection. I just can't imagine life without love.
Q How many pets do you have now?
A I've got two.
Q What are their names?
A I have Keziah. Keziah is my three-year-old Havanese. And I also have Abraham, which is Lonnie's five-year-old Havanese.
Q So, of course, I've been lucky enough for you to show me a bunch of photographs throughout your life. The ones that we're going to show today are only a small handful, but one particular that connected with me being that I'm a horse girl myself. So let me ask you this question, Michael: Did you used to horseback-ride?
A I did.
Q All right. Let put up as Exhibit -- which I think I'm already screwed up -- 5.
(Exhibit PX 5 was marked for identification.)

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BY ATTORNEY GROSS:
Q Is that you?
A That was me at the Midwest Charity Horse Show.
Q Was this a Saddlebred that you show?
A Uh-huh.
(Reporter clarification.)
Q Did you do Saddlebred competitions?
A I did.
Q How long did you do that for?
A I believe it was five or six years.
Q Before everything that we're here to talk about today, when you were a kid, were you ever a Boy Scout?
A I was.
Q All right. We'll mark this as Exhibit 6.
(Exhibit PX 6 was marked for identification.)
BY ATTORNEY GROSS:
Q This is you with this big smile in the front holding the sign?
A That is me. And that flag. We won an award. That's the award on the drape of the flag itself. That was the wolf patrol. And

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that was when I was the first, that was my first patrol when I was a patrol leader.
Q How long did you do Boy Scouts for?
A I was in Boy Scouts until -- clear into my 20s. After I left Boy Scouts, I went into Exploring, which is another branch of the Boy Scouts of America, but that was clear into my 20s.
Q Now, I know what your current job is. You told us already. But are you still working today?
A I am on family medical leave absence right now. And then after that, I don't know that I will be able to return to my employment. My illness has taken me to the point of being a hundred percent able to take care of myself and function to I need a lot of assistance to just get through some of the daily tasks that I have ahead of me. So it was a big question mark if I ever will be able to go back to work.
Q What happened last night?
Let me help.
A I got out of bed last night. And yesterday I had my scheduled fluids because I get so dehydrated and weak. And so last night I

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wanted to go into the kitchen to get something to eat, and I ended up collapsing in the hallway.
Q Just take a minute.
A And Lonnie heard me fall. It was the first time that I'd fallen but --
ATTORNEY GROSS: Okay. Let's go off the record for two seconds.
THE VIDEOGRAPHER: Off the record at 10:30.
(Discussion off the record.)
THE VIDEOGRAPHER: Back on the record at 10:30.
BY ATTORNEY GROSS:
Q Michael, were you -- are you the kind of person who was counting down the days until they turned 65, or is working important to you?
A Working's important to me.
Q Tell us about that.
A Everyplace I've ever worked, I always put my mark on what I've done. So all of the hotels that I've touched in Charleston have either been award-winning hotels or Circle of Excellence. And when I graduated -- I call it graduating -- up to a platinum hotel like the

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Market Pavilion Hotel, I took great pride -- I took great pride of being part of the top-five Leading Hotels of America, having that designation, or being number one in the Relais & Ch teaux brand. And I lived and breathed it.

You know, the H in hotel always meant to me hospitality. And I just had a tough time ever walking away from that and not being able to put my touch on what hospitality means and what it really -- to live and breathe and glow of the hospitality, and that's just who I am.

Q Let's shift gears, talk about the reasons why we're here, talk about the different ways you were exposed to asbestos; okay?

A Okay.

Q Just the roadmap for you and everybody's else's benefit, we're going to start with talc. Then we're going to go into brakes. Then we're going to go into some work that was done while you were working at various hotels; okay?

A Okay.

Q So starting with talc, Michael, did you ever use talc powder in your life?

A I did.

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Q All right. Can you tell us the different ways that you remember using talc powder in your life?

A Different ways?

Q Yeah.

A I used talc on my body, my neck, my armpits, my torso, my genitalia, feet, and legs. So it was a full-body use of talc on my body.

Q Why did you use talcum powder in your armpits?

A I'm allergic to deodorant. So I, you know, being self-aware, would make sure that I always had that product to make sure that I was always fresh.

Q Some of those questions about your age and the years are going to be difficult, but let's try and get through them; okay?

A Uh-huh.

Q That being said, how old about were you when you have your first memory of using talc powder on yourself?

A Around five years old.

Q You were born in 1969, so that puts us in about '74?

A '74, uh-huh.

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Q Were you ever around other family members when you were growing up that also used talc on their bodies?

A Absolutely.

Q Who?

A My mother and my father.

Q Would you ever be in physical close proximity to either your mother or your father growing up when they would apply talc powder to their body?

A Always with my mother, absolutely.

Q Were you also about five when you first remember being around your mom when she would apply talc powder?

A Absolutely.

Q When is the last time -- big-picture question. When is the last time in terms of a year you remember putting any kind of talc powder anywhere on your body?

A It would have been 2019.

Q Why do you remember it in 2019?

A 2019, Lonnie and I sold the farm, and we had our forever retirement home built. So our needing to go outside in the elements, take care of the horses, the cows, all that stuff was

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no longer part of our daily ritual. So I really stopped needing to use those products because I was inside so much at that time.

Q Okay. Beginning -- strike that.

Beginning from the time that you first remember using talc powder on yourself in 1974 through 2019, has there ever been any stretch of time where you did not use powder on yourself?

A No.

Q As part of this whole process, have you spent a lot of time really thinking long and hard about the different brands of powder that you used or that your family members used throughout your life?

A Yes.

Q Have I also asked you to spend a lot of time thinking about any work you did on cars with your father?

A Yes.

Q Okay. And in that same vein, have you also spent some time thinking about work that was done around you while you were employed at various hotels?

A Yes.

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Q Okay. That being said, let's stick with talc for a little bit; okay?
A Uh-huh.
Q I want to start with talc that you used on yourself, so we're going to put your mom to the side for now; okay?
A Okay.
Q Big-picture question: Can you tell us the brands of talc powder that you remember using on your body throughout your life?
A Yes.
Q Go ahead.
A Johnson & Johnson Baby Powder. Johnson & Johnson Baby So Soft [sic]. Polo Ralph Lauren talc. Drakkar fragrance talc. Obsession Calvin Klein talc. Ammens talc. Gold Bond talc powder. Equate powder.
I'm sure I've missed a couple, but that's the ones that are right on the forefront of my mind.
Q Did you use any of the powders that you've named throughout your entire life as a constant?
A Yes.
Q Which one?

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A Would have been the Johnson & Johnson products.
Q Was there ever any other powder that you used throughout your entire life in addition to Johnson's baby powder?
A Clubman would have been one from my childhood clear up to my adult.
Q Did you ever use a powder called Stetson?
A Stetson. Yes, I did. It was not one of my favorites. It was a gift, but it was one of them that I used.
Q Were there any talc powders that you remember your father using that you then used yourself?
A One that I used was my father's Old Spice talc powder.
Q So what I want to do is spend the next few minutes, I want to just work our way through these and see if we can't get a framework for years. We've already touched on a couple, but years in which you remember using these powders, okay?
A Uh-huh.
Q So let's start with Johnson's baby

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powder. You said just a second ago you used that clear throughout your entire life; is that correct?
A That's correct.
Q And same for Clubman?
A Clubman as well, yes.
DEFENSE COUNSEL: Objection to form.
BY ATTORNEY GROSS:
Q So for those, tell us the years -- just so we're clear, tell us the years that you remember using Johnson's baby powder and Clubman.
DEFENSE COUNSEL: Form.
BY ATTORNEY GROSS:
Q You can ignore the objections.
Go ahead.
A It would have been 1974, '75, clear up until the 1990s.
Q Okay.
A Excuse me. 2019. I apologize. 2019.
Q Okay. That's okay. Let me just ask a cleaner -- let me just make sure it's clean, okay?
You said just now you remember

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starting to use Clubman and Johnson's baby powder in about 1974, 1975; correct?
A Yes.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q And you used both up through 2019. You just said that.
A That's correct.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q All right. Let's go through the rest of the powders you said you remember. Well, strike that.
Before we do that, how many bottles -- this is going to be hard. But how many bottles of Johnson's baby powder would you say you purchased in a year on average throughout your life?
A Oh, several. More than I could count.
Q How about Clubman?
DEFENSE COUNSEL: Objection; form.
THE WITNESS: Several.
DEFENSE COUNSEL: Objection; nonresponsive.

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ATTORNEY GROSS: That's not nonresponsive, but that's fine.

BY ATTORNEY GROSS:

Q So you said you bought several bottles --

DEFENSE COUNSEL: Does he recall how many he bought?

ATTORNEY GROSS: You can -- counsel, you can ask whatever you like on cross, so let's get back.

DEFENSE COUNSEL: I'm sorry. I thought you were engaging in colloquy.

BY ATTORNEY GROSS:

Q When you said you bought several bottles of Johnson's baby powder per year --

A Uh-huh.

Q -- give us a flavor for how much "several" is.

A How many bottles I bought a year?

Q If you can. But just give us a flavor for how much "several" really means. I mean, that could mean just about anything.

A Ten or more.

Q Okay. How about Clubman?

A Clubman --

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DEFENSE COUNSEL: Objection; form.

THE WITNESS: -- would be very similar.

BY ATTORNEY GROSS:

Q Okay. Let's keep going. Gold Bond, you mentioned Gold Bond. When is the first time that you remember beginning to use Gold Bond on yourself?

A Gold Bond would have been used mostly when I was doing my sailing. That would have been a product that I put in my shoes to help with the smell and the growth that was -- because my shoes stunk so bad. So we put that in my shoes to help keep that under control.

Q When did you start sailing, about?

A It was in the '90s.

Q Okay. When is approximately the last time you remember using Gold Bond powder on yourself?

A 2019.

Q Okay. And same question that I'm going to ask you for all of those. How many bottles of Gold Bond would you say you purchased in a year on average?

A Several. That was another one that would have been, you know, a common purchase at the store.

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Q Got it. You also mentioned Calvin Klein Obsession; correct?

A That's correct.

Q Okay. I'm just going down my list here. When do you first remember using Calvin Klein Obsession powder on yourself?

A Calvin Klein Obsession, I, when I, when I was able and I was gainfully employed and I had a little extra disposable income, I would buy those types of products. They were always fun to put something like that on when you're going out to a bar or going to be around other people. But I remember vividly that that was a part of my culture, part of my routine back in the '90s.

Q Okay. So starting in about the '90s for Obsession?

A Yes.

Q Okay. When is the last time, approximately, you remember using the Obsession on yourself?

A It would have been pre-2019.

Q Pre-2019.

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A Yeah.

Q Why do you say "pre-2019"?

A Well, at that point in time, it was not one of my favorites. And there is no need to buy it anymore. Lonnie certainly didn't like it.

Q Oh, Lonnie didn't like it?

A He didn't like it.

Q Okay. Which of your powders did Lonnie like?

A It would have been Ralph Lauren.

Q Okay. Let's stick with Ralph Lauren, then. When is the first time you remember using Ralph Lauren on yourself?

A Ralph Lauren would have been used in '90s as well, and I used that one pretty often, even into my professional career.

Q When's the last time you remember using Ralph Lauren about?

A That would have been pre-2019.

Q For the Ralph Lauren, how many bottles, approximately, do you remember purchasing in a year?

A It would have been several as well. And this is when I was working, and I would have

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to go out to the mall. If I could find that on sale or find an end cap, I would always buy a bottle of that. So I always had a bottle of Ralph Lauren somewhere, either in the car or in my travel bag or at the house.

Q What about the Calvin Klein Obsession; how often would you say you bought bottles of that in about a year?

A Not as often. It wasn't one of my favorites. But it would have probably been less than six a year.

Q Okay. How about Drakkar Noir? When do you first remember using Drakkar Noir powder on yourself?

A That would have been also the 1990s.

Q Go ahead.

A And that would have been one of my favorites as well, so that would have been a heavy buy.

Q When you say "heavy buy," approximately how many bottles of Drakkar Noir powder do you remember purchasing in a year?

A Six or more.

Q Would that have been something you purchased as much as the Johnson's baby powder

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or the Clubman?

A Not as much. Johnson's baby powder and Clubman were always my go-to for so many other reasons. So I was always buying more of that than I was scented powders.

DEFENSE COUNSEL: Objection; form.

BY ATTORNEY GROSS:

Q Got it. Okay. When was about the last time you remember using the Drakkar Noir powder on yourself?

A It would have been pre-2019.

Q Okay. So same, the years that we're looking at are the same so far for Ralph Lauren, Drakkar Noir, and Calvin Klein Obsession; is that correct?

A Correct.

Q Okay. What about Stetson? What do you remember -- when's the first time you remember using Stetson powder on yourself? I know you didn't like it that much.

A Stetson was a gift from a family member. And, of course, with family members, you better use it. But it was one of those that I used. And I think that I got a couple different Christmas gifts of it as well.

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Eventually, I was able to say, "I don't want any more of it." But that was one that I did use; it just wasn't one of my favorites.

Q Do you remember about when you would you have gotten that powder as a gift-ish?

A That was really one of my very first ones.

Q Okay.

A So that would have been like 19 -- late 1980s, because it was a gift. It wasn't coming out of my pocket. So, yeah, that would have been 1980-something.

Q Okay. You also mentioned, when you were listing off at the powders, you listed Ammens, A-M-M-E-N-S; is that correct?

A That's correct.

Q When is the first time you remember using this Ammens powder on yourself?

A It was would be in the 1990s.

Q And similar exercise, when's the last time you remember using the Ammens powder on yourself?

A That would have been, that product was going to be used clear until, into the mid, till later, 2000s. And that was because of the

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rash and the jock itch that I would get from working out on the farm or being on the boat.

Q Was Ammens a medicated powder?

A It is.

Q Again, same exercise: How many bottles of Ammens powder would you say you purchased in a year on average?

A It was several. But it really depended on, I would buy more of it when I was on the boat than I would when I was at the farm.

Q How long were you on that sailboat for?

A Each tour was a week long. So we were talking, you know, years that I was, I was doing that program.

Q Okay. When is the, just so we get a framework, you know, for these powders that you say you used primarily or a lot on the sailboat, just so we have a framework here, when did you start doing that, those tour work on the sailboat?

A Oh, I started doing tours in the early 1990s.

Q Okay.

A Yeah.

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Q And how many years did you stay working on the boat? Are we talking five or six years?
A Yes, we are.
Q Okay. The last powder -- you also listed Equate that you used; is that correct?
A That's correct.
Q Okay. When do you first remember using Equate powder on yourself?
A Using Equate there at the farm, that was the type that Lonnie had in the bathroom drawer. So we used that one. I bought Johnson & Johnson baby powder. He would buy Equate.
Q Remind us when you and Lonnie first moved to the farm.
A My, my entry into the, excuse me, my entry into the farm was the early 2000s.
Q When's about the last time you remember using Equate on yourself?
A It really started fading itself out, but it was the late 2018, 2019.
Q Okay. And the last powder you mentioned that we haven't talked about yet is Old Spice; is that correct?

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A That's correct.
Q Okay. When is the first time about you remember using Old Spice on yourself?
A So my father and I, on Friday afternoons he would leave work early. We'd grab the boat. We'd head over to the Illinois River or the Mississippi River and go fishing for either the night or for a weekend. After the fishing on the river all night long, because it was night fishing, both of us stunk so bad of bait, bug spray, and everything else that was on our body, we would pull that Old Spice bottle out and put the talc all over us. It would help cool us off but also helped get rid of the smell of the dead fish that we had all over us.
Q Lovely.
A That would have been in the 1980s.
Q Okay. When is about the last time you remember using Old Spice on yourself?
A In the 1990s.
Q Did you ever purchase Old Spice yourself, or did you just use your dad's?
A Just always used his; yeah.
Q I think I got everything you remembered.

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Did you ever go to Columbia, South Carolina, for any reason?
A I did.
Q Tell us why.
A I was working for Hilton Hotel Corporation out of their corporate office, and I had a number of hotels that were in my supervision. And South Carolina had every Hilton property that had the flag of Hilton on it in the state of South Carolina.
Q Did you ever use any of these talc powders in Columbia?
A I did.
Q Did you bring them with you?
A Absolutely.
Q Okay. Let's shift gears here. I want to talk to you about the powder you said your mom used around you; okay?
A Yes.
Q And we're going to do, if my papers don't explode, we're going to do the same exercise with your mom's powders --
A Okay.
Q -- that we just did with yours; okay?
A Okay.

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Q What powders do you remember your mother using while you were around?
A It would have been Cotillion, Skin So Soft, Birds of Paradise, Soft Musk, Topaz, White Linen, Johnson & Johnson baby powder, Johnson & Johnson Body to Body, Chanel No. 5. I may have forgotten one, but that's the ones that, on the forefront.
Q Let me see if I can help you. When you say "Johnson's Body to Body," have you ever heard of Johnson's Shower to Shower?
A Yes. I'm sorry. Yes.
Q That's okay. So she used, your mom used Johnson's Shower to Shower?
A Yes, uh-huh.
Q Do you ever remember your mom using any talc powder that smelled florally?
A Yes. That would have been her Birds of Paradise, and that also would have been Cashmere Bouquet.
Q Okay. So let's stick with the Avon powders for now that you remember your mom used. When is the first time you remember being around your mother while she used any of those Avon powders?

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A So when I was in the original home, the one that I was born into, it was a very, very small home. It was so easy for Mom just to grab me. We'd take showers together. After I got out of the shower or out of the bathtub, she would wrap me in a towel. She would towel off, towel me off, and then she started applying the different powders that she was going to use that day on her body. And then she would powder me as well.

Q When is about the first year you remember seeing her start to use those Avon powders around you?

A It would have been 1974, 1975.

Q When was the last time you remember seeing your mom use those Avon powders?

A Clear until the 2000s, until she died in 2010.

Q Okay. How about -- go through the list here.

How about Chanel?

A Chanel was my mother's power, her power fragrance. She was in a male-dominated industry and didn't get a lot of respect from male counterparts. And so as she entered into

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her 40s, she would put on that -- her power scent is what she referred to it as. And she would go and she'd find great joy in tormenting some of her male counterparts that she could outmaneuver. So that was her power scent.

Q When was the first time you remember being around her when she would apply the Chanel No. 5 powder?

A It would have been in the early '80s.

Q When is the last time you remember being around your mother while she applied the Chanel No. 5 powder?

A It would have been 2007, 2008, something like that.

Q You also mentioned Cashmere Bouquet; is that correct?

A That's correct.

Q When is the first year you remember being around your mother when she would apply Cashmere Bouquet to herself?

A When was the first year?

Q Yes, sir.

A 2 -- excuse me. 1974, 1975.

Q Okay. And when do you remember being the last year that you would have been around

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your mom when she would apply Cashmere Bouquet about?

A That would have also have been in the 2000s.

Q Okay. Was there any activity or anything that happened to your mom in the 2000s that you associate with her no longer using body powder on herself? Because it looks like they're all probably around the same point in time.

A Yes. In 2007, it was Memorial Day 2007, my mom suffered a massive heart attack on the boat there where they live at. And that left her unable to take care of herself. And so her being able to enjoy the finer things that she was accustomed to were no longer an option.

Q You also mentioned Johnson's baby powder and Shower to Shower; is that correct?

A Correct.

Q When would have been the first time you remember being around your mother when she used Shower to Shower or baby powder?

A That would have been in the early 1970s when we showered together.

Q Okay. When would have been the last

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time you remember seeing her apply those powders around you?

A Clear until the 2007, 2008.

Q Okay. And then the last one you mentioned was White Linen; is that correct?

A That's correct.

Q When is the first time you remember being around your mom when she applied White Linen?

A White Linen. White Linen was inspired by my mother's mother. When she would watch either Knots Landing or Falcon Crest or something like that. And it just was something my grandmother saw a commercial, ended up buying it for my mother. It was not one of her favorites. But she put it on more, I think, more to appease my grandmother. But she would wear that until it was gone.

Q Okay. Do you remember when -- I understand it was a gift. But do you remember when about the last time she -- you would have been around her when she applied it?

A It would have been in the '90s.

Q Okay. You've told us now a couple of times that you took showers with your mother or

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you were around her a lot in the bathroom; is that correct?
A That's correct.
Q Why were you around your mother so much in the bathroom?
A Well, originally, it was to get ready with Mom, because, you know, like I said, we were a small family, one bathroom. To try to get as many bodies showered and ready for school or daycare or ready for work. So Mom would just -- it was just easier just to throw me in the tub with her, and we would take a shower.
And -- but then it turned into Mom would hold court in the bathroom. So she was in the bathroom. Everybody has to go in there because Mom was going to solve all the world problems.
And so, you know, Mom had no -- no safe place from us. We were always -- the bathroom was always her vulnerability. When she was in the bathroom, we could all get in there and solve the world's problems.
ATTORNEY GROSS: We've being going almost an hour. Do you want to keep going for a little bit, or do you need a break?

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THE WITNESS: We can go for a little bit longer.
BY ATTORNEY GROSS:
Q Okay. Let's get through the next short section. I want to shift gears back to talking to you about powder that you applied to yourself; okay?
A Okay.
Q I want to talk to you a little bit about your routine in general, so big-picture questions; okay?
A Okay.
Q When during the day or for what reasons did you apply body powder to yourself?
A When during the day?
Q Yeah. Not like a time. I mean, was there something that you did during the day that caused you to apply body powder to yourself?
A I would start with the body powder in the morning after my morning shower. But as I was working on the farm, it would usually take a couple different treatments or uses of body powder during the afternoon. And then certainly when I would go out for the evening feedings with the horses, there would be another

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treatment. And then the final one would be before I'd go to bed at night. I'd take my shower to get cleaned off and then put the baby powder back on me.
Q Okay. Did you play any sports growing up?
A I did.
Q Which ones?
A I was a hockey player, and I was also a swimmer.
Q Did you ever have to use my powders when you were playing those sports?
A Yeah. So I'd keep -- my mom would make sure I had a bottle of Johnson baby powder in my hockey bag. So when I, before I put my equipment on, my shoulder pads, my leg pads, I would always squirt the body powder in there as I'm putting it on before the game. And so I would do that.
During swimming, it was always after I am done swimming for the day, I'd put that powder on.
Q How often do you shower in one day? It's a weird question, but how often do you shower in a day?

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A A minimum of two times, morning and evening. If it's really hot outside, it could be three times.
Q Has it always been that same amount?
A It is.
Q Do you have a post-shower routine?
A I have the almost exact same post-shower routine as my mother did, which is take the shower. After I get out and dry off, I would apply the product into my hand. It would be three or four shakes into my hand. And then apply it from my neck down to my groin and then feet.
Q Would you dry off in between getting out of the shower and applying the powder?
A Absolutely, yes.
Q So was your skin dry when you would apply the powder?
A It was, yes.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Has your post-shower routine ever been drastically different at any point in your life?
A No.

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DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q You said you would -- well, strike that. I'm trying to cut some of this out. This is a good thing. Give me one second.
You said you did approximately three to four shakes into your hand of whatever powder you were using --
A Uh-huh.
Q -- is that correct?
A Yes.
Q Was the shaking of that powder into your hand and then applying it to your body a clean process?
A Absolutely not.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Is it hard to apply body powder neatly?
A It's impossible.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Why do you say it's impossible?
A Because it's an airborne powder. And once it comes out of the bottle, it creates this

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big haze all over. And so if there is a clean way of doing it, I certainly didn't learn that.
Q Did it make a mess in your bathroom?
A It did.
Q Did you have to clean up your bathroom?
A I did. And I'd have to chase my white footprints all the way out the bathroom, down the hall, into the kitchen. It would be all over the place.
Q What did the air look like around you when you were applying the powder?
A It was like a big --
DEFENSE COUNSEL: Objection; form.
THE WITNESS: -- a big white cloud.
BY ATTORNEY GROSS:
Q Were any of your bathrooms at any point in time in your life carpeted?
A Yes. The two bathrooms in the original homes that I lived in with my parents. So the very first home in 1970s and then the home that I had most of my childhood in.
Q Did you ever have to clean up those bathrooms?
A I did. That was part of our daily

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chores that had to be done is cleaning the house, cleaning the bathroom, vacuuming.
Q We're going to talk a tiny bit more about your cleanup later.
Your process of applying the powder that you just told us about --
A Uh-huh.
Q -- was that always the same, regardless of the brand of powder you were using?
DEFENSE COUNSEL: Objection; form.
THE WITNESS: Yes. But with the vanity fragrances, I was a little bit more careful on waste because it did cost a lot of money, of making sure that that was more targeted on my body.
BY ATTORNEY GROSS:
Q Okay. And vanity from fragrances, which are the fragrances that you consider to be vanity fragrances?
A That would have been the Ralph Lauren, Calvin Klein, Drakkar, and then the Obsession -- or the Stetson. Excuse me.
Q Stetson. Okay.
Regardless of whatever house you were

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living in or even on the boat, did you apply body powder to yourself in the bathroom?
A Yes.
Q That white cloud you describe seeing when you would apply powder, did you ever breathe that body powder?
A Absolutely.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q You never held your breath for any reason while applying body powder, did you?
DEFENSE COUNSEL: Objection; form.
THE WITNESS: No.
BY ATTORNEY GROSS:
Q Could you smell the powder when you would apply it?
A Absolutely.
ATTORNEY GROSS: Let's go off the record.
THE VIDEOGRAPHER: We're off the record at 11:05.
(Recess.)
THE VIDEOGRAPHER: We are back on the record at 11:18.
BY ATTORNEY GROSS:

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Q All right. We are back from a quick, stretch-our-legs break.
A Thank you.
Q You're welcome. You ready to keep going?
A I am.
Q All right. So when we took a break, we finished up talking to you about your routine when you would apply powders. And now I want to shift gears over to your mother; okay?
A Okay.
Q How frequently would you be in the bathroom with your mother while she was getting ready?
A As a child, every day.
Q Every day. Okay. As you aged, tell us about that.
A Going into the 1970s, got into the bigger house, two bathrooms, it was more, I could take care of myself but still would go into Mom's bathroom when she was in there because it was part of our ritual, part of our daily having court in Mom's bathroom.
Q So every day when you're younger, then you move into the next home and you've got

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a couple bathrooms, you're getting a little older. Give us a feel for how on a week, how many times on a weekly basis you'd be in that bathroom with your mom when she got ready versus the daily when you were a kid?
A Certainly Monday through Friday.
Q So five days a week?
A Five days a week.
Q Okay. Give us a feel -- strike that.
The first bathroom, the house that you lived in when you were a kid that only had one bathroom for everybody --
A Okay.
Q You with me?
A I am.
Q Okay. Give us a feel or a flavor for how big that bathroom was.
A It was an extremely small bathroom. So it consisted of a commode, a sink, a tub, and there was a small, little, like, wall tower that Mom would keep her different products on.
Q Where would your mom be in that bathroom when she would apply body powder to herself?
A She could either be standing in front

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of the sink; or if I was sitting on the tub, she could be right there in front of the toilet.
Q And you anticipated my next question. Where would you be while your mom would apply body powder to herself in that bathroom?
A I would be either be sitting on the commode or sitting on the edge of the bathroom tub.
Q I don't expect you to know exact measurements. But that being said, let me ask you this: How close would you be to your mother when she would apply those body powders to herself in that bathroom.
A It was extremely close. It was a very, very small bathroom. So contact was very, very easy. Just right here would be enough space to reach out from the tub to the toilet where Mom would be at.
Q Could you reach out like you just demonstrated on the record, just because they can't see on the --
A Sure.
Q When you reached out like that, could you touch your mom?
A Absolutely.

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Q Okay. Let me shift gears to the next bathroom that you lived in when you were a kid or the -- strike that.
The next house you lived in when you were a kid, the one that had two bathrooms; okay?
A Uh-huh.
Q Same sort of questions: Where would your mom be in that bathroom when she would get ready and you would be in there?
A My mother would stand in front of the vanity, the bathroom vanity. And then we would either stand in the doorway or we would go sit on the commode or the tub edge as well.
Q And give us a feel for how big that bathroom in your second childhood home was.
A My mother's bathroom was larger. It still consisted of a bathroom vanity, a commode, and a bathtub. But it was more of a long, "rectile" configuration.
Q Like a rectangle?
A Yes.
Q Okay. Similar to how I asked you before, how close would you be to your mother in your second childhood home when she would apply

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that powder to herself?
A Just a few feet.
Q Could you reach out and touch her in that bathroom?
A Absolutely. Absolutely.
Q Okay. When you were growing up, so before you left home and you became an adult, did you ever see your mother get ready anyplace else other than the bathroom?
A No.
Q Did your mother have a post-shower routine that you observed with your own two eyes just like you did?
A Yes.
Q What was it?
A She would take her shower. She would dry off. As soon as she was dried off, she'd immediately start putting whatever powder she was going to be using that day onto her body.
Q When in your mom's post-shower process did she put on the her makeup?
A It was always after the powder.
Q How did your mom apply the body powder to her body?
A Same thing. It would be three or

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four shakes and working from her neck all the way down.
Q Would she be dressed when she did this? Would she be in a towel?
A In the early years, Mom would be still nude.
Q Okay.
A In the older years, mom would be in her bra and underwear.
Q Was her post-shower routine the same every single time you saw her getting ready after her showers with your own two eyes throughout the years?
A Yes.
Q And that routine would have been the same -- strike that.
Would that routine have been the same, regardless of whatever powder she was using?
A Yes.
Q Could you describe the air to us when she would apply that powder to herself?
A It was a big, cloudy haze in the bathroom when she would put that on.
Q And when your mom would apply the

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powder, would she shake it into her hand directly, or would she ever shake it onto her body or anything else? What was that process like for her, given that she was a woman?
A It was, more times than not, into her hand, putting three or four shakes into it. And then she would work the powder all the way down.
Q Did any of the powders that you saw your mom use with your own two eyes come with poofs?
A Yes.
Q Did you ever see your mother applying body powder to herself? I take it by your smile, that's a yes.
A Yes.
Q Okay.
A Yes. She -- almost all of the powders had poofs to them. And then depending on how silly I was, I would be the recipient of a, getting hit in the face or on the top of the head with a poof as well.
Q Okay. Could you smell the powder that your mom was applying to herself when she would use it?
A Absolutely.

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Q Now, you mentioned your dad earlier. Did you ever with your own two eyes see your dad apply powder to yourself -- to himself, aside from the Old Spice situations you talked to us about, post fishing?
A Not really, because my father would be the first out the door. And so that would -- his, his morning routine was already over before my mom and I would start our day.
Q Did you ever see any of your dad's products in the bathroom?
A Absolutely.
Q Which ones -- well, strike that.
Which powders did you see in your childhood bathrooms that you associate with your father using?
A It would have been the Old Spice. It would have been Avon Deep Woods, Avon Musk were the ones that he used and that I would play with.
Q Got it. I told you earlier we would talk a little bit more about cleanup, and now's that time, just to orient you. Your first childhood home, the one with one bathroom that had carpet in it -- you with me?

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A Yes.
Q Okay. Did you ever have to clean that bathroom?
A Yes. That was part of our weekly duties that we'd have to do. Mom would pay us money to make sure that we'd do our chores.
Q How would you clean that bathroom?
A Would we have to go in there, wipe everything down, vacuum it. And that was, that was really on a daily basis that we would have this old torpedo, long Electrolux vacuum cleaner. And we'd go in there and vacuum that all up. And then at the end, you would have to take the top of the canister off and pull out this cloth bag. And then it had a little rope on the bottom of it you punched through, and all the product would fall down into the trash can. And then you'd pull the cloth bag back up and put it back in the vacuum cleaner. But when you would do that, there would be this big haze of dust and debris that was coming out of that bag.
Q And just to be fair, was this something that you and your sister both did?
A I usually got stuck with the dirtier jobs. My sister somehow always got the better

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end of that deal. But I would do that, yeah.
Q She's a girl.
A Yeah.
Q Okay. How about your next childhood home, the one that had -- take your time. I'll get out my whole, my entire question, but take your time drinking, okay?
Your next childhood home, the one that had the two bathrooms; okay?
A Uh-huh.
Q Did you have to clean those bathrooms?
A Yes.
Q Were either of those bathrooms carpeted?
A Yes. Both of them were.
Q Okay. Was the process that you used to clean those bathrooms the same as the one we just talked about?
A Absolutely.
Q Okay. The next place you lived, would that have been the sailboat or was there another home?
A No. That would have been after I moved out of the family house, then I was

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sailing, and so that would have been the boat.
Q Okay. I hate -- I'm sure the sailboat bathroom was a wonderful place, but --
A It was very small.
Q Okay. Very small bathroom on the sailboat. Let me ask you this: Did you clean up the bathroom on the sailboat?
A Absolutely.
Q Was it your own private bathroom, or did you share it with a bunch of other dudes.
A No. It -- my bathroom on my boat was mine.
Q Okay. Was it carpeted?
A No.
Q Okay. How would you clean that sailboat bathroom?
A It was a rag, water, and if I had it, some type of like Clorox products that kind of helped with mildew.
Q Next place you lived after the sailboat, that was the beach cottage on Folly Beach?
A Yes.
Q How many bathrooms again?
A Just one.

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Q Was it carpeted?
A No.
Q Did you clean that bathroom?
A Yes.
Q And was the process with which you cleaned that bathroom the same as the one you did on the sailboat?
A Yes.
Q Okay. And the next house we're up to after that is the farm with Lonnie; right?
A That is correct.
Q How many bathrooms again?
A Two bathrooms.
Q Were either of them carpeted?
A No.
Q Did you clean both?
A I did.
Q Same process with which you cleaned the bathroom on the sailboat and the Folly Beach house?
A Yes.
Q Okay. In those bathrooms, did you see any powder residue laying around?
A Absolutely.
Q Why do you say "absolutely"?

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A Because it wasn't a clean process. When I would use those products, it would settle down all over everything. So in order to clean it all up, I mean, it really was an entire effort to clean everything because it just didn't fall in one spot. It just drifted all over. It would drift out into the house. And you would see, as I said, footprints, as we'd walked through the house, in white.

Q Was that the case for the powders that your mother used as well?

A Yes.

Q All right. Let's shift gears here a little bit. Now that we have the years in which you used the powders nailed down and yours and your mother's routines and cleanup all nailed down, the next thing I want to talk with you about is the frequency with which you used these powders.

Are you with me?

A Yes.

Q Would you give us an estimate about how frequently on a daily, weekly, monthly basis you used a body powder in general?

DEFENSE COUNSEL: Objection; form.

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THE WITNESS: Repeat that question, please.

BY ATTORNEY GROSS:

Q Sure thing. Could you give us an estimate about how frequently on a daily, weekly, or monthly basis you used a body powder in general? So I'm not tying you to a specific type of powder for this question.

A I used --

DEFENSE COUNSEL: Objection; form.

BY ATTORNEY GROSS:

Q Go ahead.

A I used that product daily. I would use it multiple times a day, every single day.

Q Perfect. Were there some weeks, Michael, where you would use a certain brand more than others or vice versa?

A It really depended on what my day was going to be like. If I was just going to be out on the farm, it was something that was more like the Johnson & Johnson baby powder. If it was something that I was going to be going out in the professional arena, I would start off with Johnson & Johnson baby powder; but then there would also be one of my fragrance powders being used as well.

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Q If someone were to ask you exactly how many bottles of a certain brand of powder you bought in a year, would you ever be able to do that?

A No.

DEFENSE COUNSEL: Objection; form.

BY ATTORNEY GROSS:

Q Why not?

A Because there were so many.

Q And this seems like a silly question, but I have to ask it: When you used these respective body powders, how close was the powder to your face when you applied it to your body?

DEFENSE COUNSEL: Objection; form.

THE WITNESS: I don't know that you could distinguish it. It really was from my head down, so, I mean, it just -- all over (indicating) --

BY ATTORNEY GROSS:

Q Okay.

A -- I used it.

Q Couple of very quick questions -- I just want to blow through these -- about where you purchased these respective body powders.

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A Okay.

Q So the states that I have you living in are Illinois, Florida, and South Carolina; is that correct?

A Correct.

Q All right. So let's start with Illinois. We're going to go in chronological order here. Where would you buy these respective body powders in the state of Illinois?

A It would have been either at the grocery store, Walmart, or Walgreens.

(Discussion held off the stenographic record.)

BY ATTORNEY GROSS:

Q Same question for Florida: Where would you purchase your respective body powders in Florida?

A It would have been --

DEFENSE COUNSEL: Objection; form.

BY ATTORNEY GROSS:

Q Go ahead.

A -- Walmart, Eckerd's Pharmacy, or the grocery stores.

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Q And, finally, South Carolina, where would you have purchased your respective body powders in the state of South Carolina?
A It would have been --
DEFENSE COUNSEL: Objection; form.
THE WITNESS: -- Walmart, Piggly Wiggly, Food Lion, CVS Pharmacy.
BY ATTORNEY GROSS:
Q You mentioned Walgreens in Illinois. Did you shop at Walgreens in either Florida or South Carolina?
A Both.
Q Okay.
DEFENSE COUNSEL: Objection; form, leading.
BY ATTORNEY GROSS:
Q Let's talk -- well, strike that. Let me double-check one thing. I don't want to beat you up on that. Hold on.
Does the name Rite Aid ring a bell?
A It does.
Q Did you ever shop at a Rite Aid store in Illinois, Florida, or South Carolina?
A South Carolina and Florida.
DEFENSE COUNSEL: Objection; form,

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leading.
BY ATTORNEY GROSS:
Q South Carolina and Florida?
A Yes.
Q Now, let's quickly do the same exercise with your mother's use of powder. So, again, based on what you saw your mother do with your own two eyes, okay, could you give us an estimate about how frequently on a daily, weekly, or monthly basis your mother applied body powder while you were with her in the bathroom?
A How frequent she would apply powder?
Q Yes. While you were in the bathroom with her.
A It was every time.
Q Okay. And just so we're clear, when you say "every time," you told us earlier that in your first childhood home, when you had one bathroom, you would be with your mother in the bathroom when she got ready every day; correct?
A Every day.
Q And then when you got older in your second childhood home, you would be with her when she got ready in the bathroom about five

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days a week, Monday through Friday, correct?
A That is correct.
Q Okay. Do you ever remember if your mother used certain body powders more than others or vice versa?
A Yes.
Q Tell us a little bit about that.
A Mom's always go-to powder was the Johnson & Johnson baby powder and the Shower to Shower. Depending on what her day was going to comprise, very similar to how mine was, she would choose what fragrant powder she was going to put on as well.
So her favorite was the Cotillion, Birds of Paradise, Chanel, I would say would probably be her top three, because I remember smelling them so much. But the Johnson & Johnson products were always her go-to, no matter what was going to be on her body.
Q Do you associate again with what you saw with your own two eyes any of the powders that your mother used as ones she would use when she went to work?
A Chanel would be the one that -- that was her power fragrance. So she would use that

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when she was going to be going to work.
Q Where does the -- one of the powders you mentioned earlier was Cashmere Bouquet. Where does that fall in terms of how frequently your mother used it?
A Mom would use that --
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Go ahead.
A Mom would use that one after she would come home from work and shower. But that would be on her body, you know, just in the house or if she was going to be out and about. It would be a less-formal occasion that she would have the, that product on.
Q Got it. If someone were to ask you to put some kind of exact number of bottles per year your mother bought of any of her powders, would you ever be able to do that?
A I could not.
Q Why not?
A Because there were so many of them. There was too many to count.
Q Do you know where your mom bought any of her powders?

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A From Avon.
Q Okay. What about the powders that were not Avon; do you know where she bought any of those?
A Either they came to her as gifts or she'd buy them at the Walmart or the grocery store or the pharmacy.
Q Did you ever go with your mother when she would purchase any of these powders she used?
A Yes. So part of our weekly responsibilities was to help Mom at the grocery store. And so I would watch Mom either pull those products off the shelf itself, or I would go and get them and put them in the cart.
Q If someone were to ask you which products that your mom used you have a specific recollection of picking up a bottle and putting that in the cart, would you ever be able to do that?
A I could.
Q Okay. Tell us which ones.
A The Johnson & Johnson baby powder, Johnson & Johnson Shower to Shower --
Q Uh-huh.

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A -- would be the two that I would specifically pull off the cart. If -- in my later years, Gold Bond. Mom did not like the idea sometimes that I spent my own money, so she would spring for something like that. So the Gold Bond or making sure that I had Johnson & Johnson products.
Q All right. Shifting gears again.
A Okay.
Q All right. This is probably the last -- no. I lied. Ignore that last part. Anytime a lawyer says it's their last question or the last section, they're lying. So I just did it myself.
Let me talk to you a little bit more in detail about the products you used; okay? Let's start with Johnson's baby powder. You've already told us that that was one of the powders you remember using basically your entire life; is that correct?
A That's correct.
Q What do you remember about Johnson's baby powder and why you used it?
A Johnson & Johnson was -- we were -- first off, we were a very, very brand-loyal

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family. And Johnson & Johnson, we were -- that was a family brand. We always used it. We all touched it. We all trusted it. And that's what -- you know, that was part of our culture. That was my culture clear up until 2019, was using these products.
DEFENSE COUNSEL: Objection; nonresponsive.
BY ATTORNEY GROSS:
Q Okay. So this is -- you and your family were very brand-loyal to Johnson's baby powder. You've already told us some ways you would have use it. For example, you used it when you would play sports; right?
A That's correct.
Q Okay. What are some other ways that you remember using Johnson's baby powder? And why did you use them for that reason?
A Other reasons of using Johnson & Johnson.
Q Uh-huh.
A It really was --
Q It's a hard question.
A If I was on the sailboat and I had to jump into the engine room, I would put the talc

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onto my hands because I needed to have dry hands as I was working on the different parts of the motor. I would have it on my face. I was trying to keep the moisture from coming down into my eyes. And so I would smear this all over my face, all over my hands so I would have dry hands while I was working on the engine or anything that had electronics that I needed to stay dry for.
Q You told us when we first started talking that you were allergic to deodorant; right?
A I am.
Q Was Johnson's baby powder one of the powders you used to stay fresh --
A It was.
Q -- because you were allergic to deodorant?
A It was.
Q Okay. Would you also use Johnson's baby powder when you were out on the farm with Lonnie?
A I would.
Q Tell us a little bit about that.
A So when we would go out and work with

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cows, the horses, the chickens, the goats, the whole herd of our menagerie, they -- you know, that was just part of trying to -- South Carolina in June, July is incredibly, incredibly hot. So trying to stay fresh was very difficult. And the Johnson & Johnson products, the Equate products was part of our culture on a multiple-day -- a multi-day routine.

Q Let me ask you about Equate, because you just brought it up. What do you remember -- well, strike that.

You told us earlier that Lonnie was using Equate, and that's how you first became accustomed to using it; correct?

A That's correct.

Q Okay. So given that -- tell us what you remember about Equate and why you continued to use it.

A Equate was just one of those products that Lonnie -- I love Lonnie to death. I absolutely love him to death, but sometimes he could be the cheapest guy in the world. So he would not splurge on the Johnson & Johnson product. He would just splurge on Equate because it just came down to simple economics.

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He just would not spend that money.

Q And did you use -- strike that.

I should have asked you this earlier, and I forgot. Were you ever around Lonnie when he would apply powder?

A Absolutely.

Q Okay. Tell us a little bit about that.

A Lonnie and I, as a married couple or as a living couple, cohabitating couple, we would shower together. And we would dry off, dry off each other, and then we would apply the powders to each other or separately. But that was part of our intimate process. We would just take showers together. It was so much easier.

Q What powders do you remember Lonnie applying to himself while you were around him?

A Certainly Equate, Johnson & Johnson, and any of the fragrant powders that I used.

Q So you guys would intermingle your products?

A Yes. Absolutely.

Q Which of your -- what did you call it earlier? You used a specific -- your vanity products?

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A My vanity products.

Q Your vanity products. Okay. Which of your vanity products did Lonnie apply to himself while you were around?

A Occasionally -- it was very, very occasional. It would be the Ralph Lauren.

Q Did he not like any of the other smells?

A Lonnie, Lonnie, as long as I've known Lonnie, he has never put on cologne. Lonnie, you get what you get with him, and he is what he is. I love him to death. But if you, if you didn't like how he smelled, he really didn't care.

Q Did Lonnie feel one way or the other about your Clubman powder?

A Yes. So --

DEFENSE COUNSEL: Objection; form.

THE WITNESS: -- Lonnie and I, because of my use with Clubman clear back to when I was a small child and going to the barbershop with my father, the -- if I may just veer off for a second, the barber would utilize --

BY ATTORNEY GROSS:

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Q I'm going to ask you about that. So just for now, let me re-ask the question just so it's clean.

A Okay.

Q How did Lonnie feel about your Clubman powder?

A He loved it.

DEFENSE COUNSEL: Objection; form.

THE WITNESS: And we would have plenty of Clubman in the house that we would use.

DEFENSE COUNSEL: Objection; nonresponsive.

BY ATTORNEY GROSS:

Q So let me stick with Clubman for a minute. What do you remember about Clubman and why you used it?

DEFENSE COUNSEL: Objection; form.

THE WITNESS: Clubman I remember clear as a small child when my father was taking me to the barbershop. And it was always a joy. We'd go there every couple weeks. And at the very, very end of my haircuts, the barber, because I was on the big-boy seat in the chair, the barber

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would reach around me and I'd be in the middle. And he would have this horsehair brush and the wooden handle. And he would shake the Clubman down into the horsehair brush and then wiggle it a little bit. And then he would start wiping Clubman all over me, down my neck and so forth.

And that's how I've always remembered that fond memory of the showmanship of the barber, that he -- how he took time to wipe me off. I dealt with that product -- not dealt with it, but I used that product clear up until 2019. And then I stopped using that product abruptly.

DEFENSE COUNSEL: Objection; nonresponsive.

BY ATTORNEY GROSS:

Q What other ways, aside from the barber, would you use Clubman?

A What other ways?

Q Yeah.

A I'd use it all over my body. Shake it three or four shakes. Always up here in this area, down my torso, underneath my armpits. I loved the smell, the fragrance of Clubman.

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Q Was Clubman a powder that you had during the years when you were on the sailboat?

A Yes. Clubman has also been a Christmas gift that I was -- it was always -- I always had Clubman. I think it's a very, very masculine, macho-smelling powder.

Q Is that why Lonnie likes it?

A Yes.

Q How about Gold Bond; what do you remember -- we've touched on the Gold Bond, that you used it in your shoes. But what do you remember about Gold Bond and why you used it?

A Well, I remember Gold Bond being -- you know, it's just a product that we could, we could use readily. I used it in my shoes. It was a source of a lot of fights with shooting Gold Bond at each other, over the top of your head because I'm sailing with all these guys and so when we would all be together; it was like sometimes like a big fraternity. And it wasn't uncommon for someone to get a big glob of Gold Bond right in the middle of their head just being a brunch of frat boys.

Q Did you ever use Gold Bond for any reason other than in your shoes?

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A I've used it on my hands. It really depended on -- if I had to get into the engine room, what product did I have that I could get my hands dry and my face dry? And so sometimes it was that Gold Bond.

Q And for the years in which you were using Gold Bond in your shoes -- are you with me so far?

A Years?

Q No. No, no, no, no. I'm just orienting you where I'm going; okay?

A Okay.

Q So in the years in which you used Gold Bond in your shoes, how close would your face be when you would put that powder into your shoes?

A I would just say, you know, a couple feet.

Q Okay. Could you still see --

A Absolutely.

Q -- the powder in the air?

A Absolutely.

Q Did you breathe it when you'd use the Gold Bond in your shoes?

A Absolutely.

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Q Okay. So you could smell the Gold Bond when you put it in your shoes, right?

A Absolutely.

Q How about Old Spice? I know this one is a little bit different, and you've talked to us a little bit about it. But what do you remember about Old Spice and why you used it?

A Old Spice really came back to trying to emulate my father and his masculinity. It was something that we shared together. It's certainly not a fragrance that was one of my top favorites. But it was always a fond memory of the times my dad and I spent together.

Q How about Ammens? You told us earlier that is a medicated powder; correct?

A Correct.

Q What do you remember about Ammens and why you used it?

A Well, Ammens took care of some nuisances when I was on the sailboat, being the jock itch or the chafing that I would get from being in wet suits all the time.

Q Was Ammens a powder that you and Lonnie would have used on the farm as well?

A Absolutely.

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Q Tell us a little bit about that.
A Because of the environment that we were in, it wasn't uncommon for one of us or both of us to always have some type of chafing or bacteria growth in our groin area, so the jock itch, so we would use that product just to try to medicate that. But I would use it -- I used it more down in Florida and South Carolina than I did anywhere else.
Q Let's shift gears a little bit, talk about your vanity powders --
A Okay.
Q -- vanity scents; okay? Let's start with Ralph Lauren. What do you remember about Ralph Lauren and why you used it?
A Ralph Lauren was to me another one of my, my go-tos. It was my favorite. I am a lifelong fan of Ralph Lauren. Everything I wear is Ralph Lauren. But it would be my, almost my number 1 go-to. If I was going to be going out and about, I wanted to have that fragrance on me.
Q And I should have asked you this earlier, so it's a little bit unorganized. But your vanity powder, so Ralph Lauren, Drakkar

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Noir, Obsession -- and we'll lump Stetson in for the purposes of the question; okay?
A Okay.
Q If somebody were to ask you how many bottles of one you would purchase and use versus the other -- or would you ever be able to do that?
A I could not.
Q Tell us a little bit about why not.
A Because I used them so liberally on my body so often that I couldn't -- I couldn't begin to tell how many I bought. It was several several.
Q Would you use all those scents at the same time?
A No.
Q Okay.
A So I was on a rotation. This was something I learned from my mother. That was part of our process, our culture, where today being Tuesday, it may be Drakkar. Tomorrow could be Ralph Lauren or Obsession. It's, it's just really -- and they were constantly on a rotating. So I enjoy variety in my life, so I would never wear the same scent day after day.

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Q So for these vanity fragrances, would you own bottles of powder of all of them at the same time?
A Yes.
Q Let me talk to you a little bit about Drakkar Noir. What do you remember about Drakkar Noir and why you used it?
A I thought that the fragrance of it was absolutely captivating, and I loved it very much. I did enjoy wearing it. But that would probably be my number 2 go-to.
Q After the Ralph Lauren?
A Yes.
Q What about the Calvin Klein Obsession? What do you remember about Obsession and why you used it. Take your time. There's no rush.
A The Obsession was one of those products I absolutely loved what it smelled like. But that would probably end up in my shoes with the Gold Bond as well. It wasn't a product that was -- it certainly wasn't one of my favorites, but it would be number 3 on my list.
Q Okay. And I know the Stetson is a

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little bit different. Is the only time you used Stetson when you got it as a gift?
A Yes.
Q Would that have been one of your vanity powders that was part of your rotation when you owned it?
A It would. It still would, yeah.
Q I want to shift gears, talk to you a little bit about your mother in a similar exercise. I think we all know the answer to this question at this point. But were you and your mother close when you were young?
A I can't imagine a closer relationship than I had with my mother with anybody. My mother was pretty much everything to me. Loved her to death. I didn't, I didn't hide anything from her. She could read me like a book, and I could tell and see when my mom --
Q Okay.
A -- was in pain. She would share. And so, yeah, I can't -- just can't imagine a closer relationship.
Q Let me mark as Exhibit 7 this photograph. I love it. You know which one I'm going to show.

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A Yeah.
Q Obviously, it has a pony in it.
(Exhibit PX 7 was marked for identification.)
ATTORNEY GROSS: Everybody see this photo?
BY ATTORNEY GROSS:
Q Can you see it?
A Yes.
Q Okay. Tell us who this is in this picture.
A That is me on Kiss Me I'm Irish, and that was my mom standing right next to her.
Q Did you and your mom stay close as you got older?
A Oh, absolutely. Mom and I talked every single day. And, you know, Mom would always -- like I said, we'd hold court in the bathroom; but when there was miles between us, no matter where I was at, Mom and I talked every single day. And there was never a subject that we wouldn't touch.
Q Once you grew up and left home, would you ever go back to visit her?
A Absolutely.

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Q How often?
A Every month.
Q In those times when you would go back to visit her, was she still using her body powders?
A She was.
Q How do you know?
A I could smell them.
Q Did you ever see her apply them with your own two eyes when you would go back home to visit her?
A Absolutely.
Q And the process that she did that was exactly the same?
A Exactly the same.
Q Once you moved to South Carolina, did she ever travel to visit you?
A She did.
Q When she came to visit you in South Carolina, would she bring her toiletries with her?
A Yes, she did.
Q Were any of those toiletries her body powders?
A Yes, they were.

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Q Did you ever see her apply any of her body powders around you when she came to visit you in South Carolina?
A Yes.
Q Okay. Let's talk about those for a couple minutes here; okay? Which of your mother's powders do you remember her applying to herself around you in South Carolina?
A Would have been Birds of Paradise, her Chanel, Cotillion, Cashmere Bouquet.
Q Did you ever remember seeing her use Shower to Shower or Johnson's baby powder when she would come to visit you?
A Absolutely. Both of them.
Q Would she bring her -- if it was a product that you-all both used, would she bring her own powder or would she use yours?
A She would still bring her own.
Q Where would you be -- well, strike that.
Where would your mother apply body powders to herself when she would come visit you in South Carolina?
A She would do it in the bathroom.
Q Would you sit with her in the

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bathroom still?
A Still, yeah. I'd still stand in the doorway, and we'd talk.
Q Did she have her own bathroom when she would come visit you?
A Yes. She had her, she had an en suite bathroom.
Q Oh, that's very nice. Okay. Once she left, would you clean up her bathroom.
A I would.
Q When she applied the body powder to herself in South Carolina, would you see that same cloudy haze you told us about earlier?
A Absolutely.
Q Could you smell your mother's powders?
A Absolutely.
Q Were there any powders that your mom used when she came to visit you that you didn't necessarily see her apply to herself but you could smell them?
A Yes.
Q Which ones?
A It would have been the Birds of Paradise and the Chanel No. 5 and the Cotillion.

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Q Okay. So let me, let me try this in a different way that might make it easier. You said just now you could smell the Chanel No. 5 when your mom used it; right?
A Right.
Q Pretty strong smell; right? Did it have a pretty strong smell?
A Yes.
Q Did you like it?
A It was Mom's power; scent, so whatever mom wanted, mom got.
Q You had to respect it.
Did you ever see her apply Chanel No. 5 powder to herself when she would visit you in South Carolina?
A Yes.
Q Okay. You mentioned Birds of Paradise and Cotillion you could smell. Could you ever, did you ever see her apply either of those powders to herself in South Carolina?
A Yes.
Q Okay. Cashmere Bouquet you mentioned earlier as well. Could you smell the Cashmere Bouquet when your mom used it in South Carolina?
DEFENSE COUNSEL: Form.

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THE WITNESS: Yes.
BY ATTORNEY GROSS:
Q Did you ever see her apply Cashmere Bouquet powder to herself around you in the state of South Carolina?
A Yes.
Q Okay. Same question for Shower to Shower and Johnson's Baby Powder.
A Yes.
Q Okay. Could you smell when your mother used those when she visited you?
A Absolutely.
Q Did you see her apply both of those in South Carolina?
A Yes, I did.
Q Okay. So the one that we did not mention -- and I just, to be fair -- was White Linen. That was the one that you said your mom only got as a gift; right?
A Correct.
Q So would that have been a powder that you saw her use in South Carolina?
A No.
Q Okay. And then the one thing I wanted to ask you about, the other Avon powders you told us about earlier, did you ever see your mother use Skin So Soft when she would visit you in South Carolina?

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A Absolutely.
Q Okay.
DEFENSE COUNSEL: Object to form.
BY ATTORNEY GROSS:
Q Some question for Topaz.
A Not in South Carolina.
Q Okay. How old were you when you learned how to read?
A Five years old.
Q These powders that your mother used --
A Uh-huh.
Q -- how do you know they were what you're testifying to today?
A Because I sat next to my mother on the couch when Avon would come over, introduce these different products. So when -- and I remember this so vividly -- when the Birds of Paradise arrived and I would ask mom -- because it's such a colorful carton and box -- and I asked her what that was. She goes "That's my Birds of Paradise."

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And she did that with all of her other ones. And I would always smell them. And so I always associated smell and picture with the name.
Q Could you read the names of the products on the bottles?
A In time, I could.
Q Okay. When you would stand in the doorway or sit on the toilet when your mom would apply those powders in the state of South Carolina when she would visit you, how close would you be to her?
A Just a couple of feet away.
Q Could you still reach out and touch her?
A I could.
Q We talked a little bit about why your mother used Chanel No. 5. She called it her power scent; right?
A Uh-huh.
Q Tell us a little bit more about why your mother used Chanel No. 5.
A Going back to when she was still working, she was in a male-dominated industry. And many of her male counterparts that she

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trained would get promoted faster up the corporate ladder than her. And she always felt like she was being -- I don't want to use the word "discriminated," but I'll use it -- discriminated against because of gender.

So in the 1980s, when she started using the Chanel product, she called that her power scent because she'd get so many comments from her male counterparts on how good she smelled.

Q Hmm.

A And so therefore, she dubbed that her power scent because she was able to torment the boys a little bit. And she enjoyed that.

Q Do you know why your mother used Avon?

A Avon was a product that was relatively inexpensive. She used it from the 1970s clear up until, you know, when she stopped using it altogether. But that was always a go-to because of the price.

Q Do you know why your mother used Cashmere Bouquet?

A Cashmere Bouquet was because it's such a pretty boutique -- or not boutique --

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botanical smell to it.

Q Do you know why she used Johnson's Baby Powder?

A Johnson's Baby Shower -- or Baby Powder was a family staple. It was. We were, we were --

(Interruption.)

Q It's okay. Go ahead.

A We were such a brand-loyal family that we used that. We trusted it. We trusted it. And that just -- yeah.

Q What about Shower to Shower?

A Mom used Shower to Shower on me as a young person. If I didn't have any Johnson's Baby Powder, I'd use Shower to Shower, whatever was in the bathroom.

Q I may come back and ask you some talc-oriented question that I've forgotten, which is likely. But for now I want to totally shift gears here; okay?

A Okay.

Q I want to talk to you a little bit about brake work that you did.

A Okay.

Q So I know we haven't been back that

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long, but given that we're going to shift topic, do you need to take another five-minute break or are you good?

A I'm good.

Q Okay. Let's keep going. So let's talk about brakes.

We have this -- you signed an affidavit.

A I did.

Q You did; okay. Did you -- I have a copy I can give to you.

ATTORNEY GROSS: We'll mark it, just for the record, since he's going to have it in front of him, as Exhibit 8.

(Exhibit PX 8 was marked for identification.)

DEFENSE COUNSEL: Rachel, this is Kevin Greene. Can I just register a continuing objection to the affidavit exhibit?

ATTORNEY GROSS: Sure.

On what basis, just out of curiosity? It's a sworn affidavit.

DEFENSE COUNSEL: I appreciate that. Depending on how you may want to use this

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in the future, it could be hearsay.

ATTORNEY GROSS: Okay. That's fine.

BY ATTORNEY GROSS:

Q Just leave it there for new. We're going to mark it Exhibit 8. But let me ask you this question: Is brake work one of the ways in which you believe you were exposed to asbestos?

A Yes.

DEFENSE COUNSEL: Object to form.

BY ATTORNEY GROSS:

Q Okay. Why did you work on cars for these few years going up?

A So as a driver, I had access to two absolutely horrible piece-of-junk cars. One was a 1979 Honda Accord. It had front disc brakes and rear drum brakes. I also had access to a 1976 Chevy pickup truck that had front disc brakes and rear drum brakes.

I could run through that set of shoes or disc brakes faster than anybody. They would shear off, break.

It was always something that my father would make me learn how to do. I think his hopes was that I would be a better driver. But it didn't work. But I was constantly

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changing brakes on those two vehicles.
Q Did you like working on those cars?
A I hated working on those two cars. It was one of my missions in life that if I had anything, I want to have a good job so I can have a nice car so I'd never have to changes brakes on my car.
Q Got you. Okay. Did you do any brake changes other than the two cars that you owned growing up?
A No.
Q And tell me just one more time -- I forgot to write it down. Tell us one more time what were the two family cars you did the brake work on.
A It was a 1979 Honda Accord and a 1976 Chevy pickup truck.
Q And did both the pickup and the Accord have disc brakes in the front and drum in the back?
A Yes.
Q Big-picture question: When you and your dad -- well, strike that.
Did you and your dad do these brake changes together?

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A Yes, we did.
Q When you-all did these brake changes, did you do them outside, indoors, or both?
A Both.
Q Tell us a little bit about that.
A We would pull the car or the truck up to the front of the garage if the weather was nice. We would jack it up, pull the tire off and then take the -- you know, if the front of the car or the back of the car, start taking them apart.
If it was a wintertime, we'd pull the car into the garage, shut the garage door. And my dad had this kerosene torpedo that would heat up the garage so we could do it in the garage.
Q In your affidavit you noted that the years in which you remember doing brake-change work with your father was 1984 to 1987; is that correct?
A That's correct.
Q Is that the only period of time in your life that you did work on cars?
A That's correct.
Q Did you change both the disc and drum brakes?

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A I did.
Q Can you explain to us the difference between a brake change on disc brake and a brake change on a drum brake.
A Well, the disc brake had two pads that went on each side of the rotor. The caliper would push in and make the -- start braking the car.
The drum brake had a big spring in the back. When you'd hit that, it would push the, push the drum itself up -- or the brake up against the drum itself and slow the car down.
Q What part of the drum brake is the part that wears out and needs to be changed when you're doing brake changes?
A The shoe.
Q How many shoes were there in each drum brake?
A Two -- or one. But I'd buy them in a set of two.
Q Okay.
A Excuse me.
Q Were there two drum brakes -- so each time you're removing a brake on one -- strike that.

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So if you're changing -- would you change both back brakes on each car at the same time?
A Yes, absolutely.
Q Okay. So were you doing four brake shoes in total on each brake change?
A No. If the front was fine, I didn't mess with the front. If it was just the rear, just to take care of the rear.
Q Okay. So if you were doing a rear brake change, you were removing two brake shoes each time; right?
A Yes. Uh-huh.
Q Did you ever change two shoes in one drum brake?
A Repeat.
Q Yeah. Did you ever change two shoes in one drum brake?
A Yes.
Q You did; okay. So in that instance you would be removing the four brake shoes rather than the two?
A Yes.
Q Got it. That math I can do. But that's it.

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What brands of brakes do you remember your dad using?
A Bendix and NAPA, Rayloc.
Q If somebody were to ask you could you estimate -- well, strike that.
If somebody were to ask you did you use Bendix more than Rayloc or vice versa, would you ever be able to do that?
A I couldn't. And the reason why is because it -- it would -- always came down to simple economics. Whatever's cheaper is what I bought.
Q Do you think it was 50/50?
A I do.
Q When you-all took the brake shoes off the drum brake -- you with me?
A Yes.
Q -- what was left behind in the drum?
A It was always this black residue. Then I would take -- we had an air compressor in the garage that had air tools. And so either I would blow it out with my mouth or use the compressor and blow it out that way.
Q And when you say "residue," I want to be real clear about what you mean by that

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because you're talking about using compressed air or blowing it off with your mouth. What do you mean by "residue"?
A It was byproducts of the shoe itself as it disintegrated from use.
Q When you would either blow that out with your mouth or the compressed air, what did the air look like around you when you did that?
A It would be a haze.
Q A haze of what?
A Of that residue. So it would be the dark-color cloud.
Q Was it dust?
A Yes.
Q Okay. Did you ever have to do any sanding on the brake shoes?
A Yes --
DEFENSE COUNSEL: Object to form.
BY ATTORNEY GROSS:
Q It's okay. Go ahead.
A On the shoe itself we would have to use this small little grinder from the compressor. And so I would just go ahead and shave off a little bit so it would fit into there properly.

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Q So we all know a brake change works. But for somebody who may be watching this who doesn't, when in the brake change process would you use the little grinder to sand the brake shoes?
A It's as I'm trying to put the shoe into place into the drum.
Q So it's during the installation of a new shoe?
A Yes, absolutely.
Q Got it. Did you see anything in the air around you when you would sand the new brake shoe to install it?
DEFENSE COUNSEL: Object to form.
THE WITNESS: Yeah. It would still be, it would still be a haze.
BY ATTORNEY GROSS:
Q When you're either removing the old brakes or installing the new brakes, did you breathe that dust?
A Absolutely.
Q You'd breathe that haze?
DEFENSE COUNSEL: Objection to form.
THE WITNESS: I did.
BY ATTORNEY GROSS:

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Q Never held your breath when you were doing any brake work?
A It was impossible.
THE VIDEOGRAPHER: Five minutes left on this media.
ATTORNEY GROSS: Okay. Let's just take a quick break so we can change -- off the record.
THE VIDEOGRAPHER: This is the end of media one in the deposition of Michael Perry. We are off the record at 12:13.
(Recess.)
THE VIDEOGRAPHER: This is the beginning of media two in the deposition of Michael Perry. We are back on the record at 12:29.
BY ATTORNEY GROSS:
Q Okay. Back from a quick break.
A Yes. Thank you.
Q Yeah, of course. Before we took our break, the last thing we were talking about was your brake work and if you held your breath doing any brake work. Do you remember that?
A Correct. Yes.
Q Okay. Now I want to ask you a little

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bit of a different question. From start to finish, on average, how long did a brake job take when you would do a drum brake with your dad?

A It -- I'm smiling because it really depends on how much fighting was done. I absolutely hated changing brakes on those vehicles. And my father would walk away from arguments and just let me stew and flounder there before I would have the courage to tell him that I'm ready to shut up and just do it his way.

Q Okay. So taking into account the family theatrics -- which I understand; I have a brother and a father as well -- how long would you say, on average, it took you-all to do your typical brake change on a drum brake?

A Certainly over a couple hours.

Q And would that have been for both brakes together?

A Yeah.

Q Okay. Given what you told us about those two cars and the condition in which they were running in, how many brake jobs would you say you and your father did in this time period

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of 1984 to 1987?

A Many dozen.

Q Many dozens?

A Yes. I could shear off a brake or brake shoe very easy in that Honda, just by hitting the brakes. And as my dad would yell at me because I would wait too late to start braking and just slam on the brakes, and it would shear them off.

Q Are you able to estimate how many discs versus drum brake changes you did during those four years?

A It was 50/50.

Q Did you have to changes the drum brakes more than the disc brakes or vice versa?

A It was really 50/50.

Q Perfect. Did you ever have to do any other work on those two cars in addition to the brake work?

A Yeah. Both cars needed engine work. And so when I was in high school and learning about the mechanical arts, that was my dad's opportunity to have me break down the engine and change the head gasket on both those vehicles as well. So removing the head gasket was part of

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that process.

Q How many times did you remove the head gasket on each car?

A Once.

Q So you only removed two head gaskets in your entire life; true?

A True. Correct. True.

Q Got it. Do you remember where your dad -- you and your father would purchase you-all's brakes?

A It would either come from AutoZone or NAPA.

Q How did you decide between one or the other?

A It really came down to cost.

Q If somebody were to ask you if you could estimate if you purchased brakes more at AutoZone or NAPA or vice versa, would you ever be able to do that?

A No.

Q Couple very quick questions, and then we'll go done with brakes; okay?

A Okay.

Q Did you ever look at the brake boxes when you would be installing the new ones?

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A I would.

Q Do you ever recall seeing any kind of warning or caution about asbestos being in the brakes?

A I do not.

Q Do you ever recall seeing any kind of warning or caution about asbestos being hazardous to your health?

A No, I do not.

Q Do you ever recall seeing the word "cancer" on any boxes of brakes you ever installed?

A I do not.

Q And, of course, if you were installing the brakes and removing brakes before, were those the brakes that you-all had installed the week prior or whatever, whenever they sheared off, you said?

A Yes.

DEFENSE COUNSEL: Object to form.

BY ATTORNEY GROSS:

Q That was a bad question actually, like real bad. So let me re-ask it. I lost myself in it.

When you and your dad would be

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installing new brakes, were you-all removing the brakes that you had installed prior?
A Yes.
Q Okay.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Did you know that brakes had asbestos in them in the '80s?
A I did not.
DEFENSE COUNSEL: Objection to form; assumes facts.
BY ATTORNEY GROSS:
Q Were you aware when asbestos was first taken out of brakes?
A I do not.
Q Okay. Let's way shift gears here; okay?
A Okay.
Q We're done with brakes; okay?
A Okay.
Q Because I know you hate talking about brakes.
You told us when we first started talking today you worked in the hospitality industry as long as you can remember; correct?

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A That's correct.
Q All right. Hold on one second. I lied when I said I shifted gears. See, I told you any time a lawyer says they're done, they're probably wrong.
Let's just keep going.
At any of the hotels you ever worked at, do you remember there been renovation or repair work done?
A Yes.
Q Okay. Let's spend a few minutes walking through them and remember and talk about the work that went down; okay?
What was the first hotel you worked at? Was that --
(Crosstalk.)
Hold on. Let me get my whole question out, only because he gets very mad at me because I already talk too fast to begin with. Okay?
A Okay.
Q You're doing a great job, by the way.
What was the first hotel you worked at what had renovation work done to it while you were working there?

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A It was a Holiday Inn Holidome in Springfield, Illinois.
Q Okay. Do you remember approximately when that work was done while you were working there?
A It was during the 1980s.
Q What work do you remember being done?
A They were constantly -- because it was an indoor Holidome, which was a huge swimming pool, they were constantly changing out sheetrock that may have been damaged, water damaged, mildew, mold that was being ripped out of the rooms. They would do whole sections of rooms at the time.
Q What was your job at this Holidome hotel in Springfield?
A Originally it started off as a lifeguard. So I was in the lifeblood of that whole area. And then I moved into management, where I had more of a front-of-the-house appearance.
But part of my learning was to work with the general manager. And he would take me into these areas because we would have to proof these areas before checks would be cut for the

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contractors.
Q Okay. And that was going to be my next question, is: Explain to us how your job at this hotel would have put you around this work that had been done?
A So we -- myself and the general manager would go to the areas. We would do a punch list of is the work that they've done what it should be? Is it like new or new? And is it guest ready?
If it was that, we would go ahead and sign off it and make sure at the check was cut for them -- that different trade would be paid for.
Q Were you ever around when that work was actually being done?
A Absolutely.
Q Okay. Did you ever see any dust from that work?
A Absolutely.
Q Okay. So similar exercise to what we did before: What was the next property you remember working at that had renovation or repair work being done to it while you were there?

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A It would have been the Embassy Suites Charleston, South Carolina.
Q Is it the one that's right next door?
A It's right next door.
Q What do you remember -- well, strike that.
What years, approximately, do you remember that work being done?
A 2000, 2001.
Q And what work do you remember being done?
A Similar where the sheetrock was being ripped out. That hotel had a lot of water-intrusion issues. So we would always be ripping out the sheetrock and replacing, trying to find the leak so we could get it repaired and put new sheetrock in.
Q Did you ever have to do anything with the library next door?
A Yes. So the library right next door to the Embassy Suites, adjacent from the hotel that we're sitting in right now, was condemned -- I found out later -- condemned by the County because it was full of asbestos.
I would be sent in there because

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furniture was stacked from the floor up to the ceiling, trying to either remove furniture to put into the hotel or put -- either put furniture in there from the hotel or retrieve furniture and put it back in the hotel.
Q Were you ever in that library when work was actually being done?
A Yeah; because the -- there would be workers over there constantly shoving and moving things around.
Q Okay. Was it the same work at the library that you remember, generally sheetrock work?
A Well, no, they weren't doing sheetrock work in the library; no.
Q Okay. What do you remember them doing in the library?
A They would be moving -- because it was kind of being used as a -- store everything in there. So guys would go in there and push stuff around. They may hit the ceiling. They may hit the -- because the ceilings were starting to cave in at that point in time. So it was really just, you know, a free-for-all as people would just bounce things around in.

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Q Okay. So like a lot of storage of --
A Yeah.
Q -- stuff? Okay, got it.
How did your job at that Embassy Suites in the old Citadel put you around this renovation or repair work being done on the sheetrock?
A Well, with the sheetrock replacement, I took the knowledge that I had from the previous job and I applied it. So when we'd have to go in there, once again, proof did the work get done, is it like now, is it new, does it meet guest expectations; then I would go ahead and sign off on it.
If it wasn't, then we would go ahead and say: No, you need to go back and do this, this, and this.
Q Got it.
A And then there would be the final cleanup.
Q Got it. What was the next hotel you were at?
A From there I was at the Homewood Suites in Mount Pleasant, South Carolina.
Q What, what years do you remember

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being there while renovation/repair work was being done?
A That would have been 2015 to -- 2014 to 2017.
Q Okay. What do you remember being done there?
A That one was a property that had a construction defect in the ceiling of the lobby. And the lobby collapsed one afternoon down into the lobby. So they had to rip out the entire ceiling of the lobby.
Q Okay. Were you there when that work was being done?
A I was.
Q Did you have to inspect it like you did the other --
A I did.
Q What was the next hotel you were at where you remember renovation/repair work being done?
A This property right here was another one that was --
Q This Hampton Inn that we're in right now?
A It had a flood from a water main had

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broke. And so the ceilings on the first floor collapsed down into the lobby. And so -- I was more in a corporate role of it. But I oversaw -- when I say oversaw, being I was here when they were ripping out sheetrock and putting up new sheetrock. And you'd walk in the door of this hotel, the front doors, and you could just see the white haze of sheetrock dust as you'd walk through it.

Q What years about do you remember that being done?

A That was in the early 2000s.

Q Okay. Were there any other hotels that you worked at where you remember renovation or repair work being done while you were there?

A This is it.

Q That's it. Okay. So I hate to bother you with questions that could be nothing, but -- meaning if the joint compound on those walls didn't have asbestos in it, we don't really care about it. Right?

A Correct.

Q Okay. But if it did, that's a little bit of a different story. So that being said, what did the dust look like when you saw this

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kind of work being done at these properties?

A It's a big, it's a big white haze. It's a big cloud that you walk into. It leaves a chalk residue all over your body.

Q So I just want to be really clear. You saw visible dust in the air and on the ground; correct?

A Absolutely.

Q Okay. At any of the hotels where you saw work being done, did you ever see any pipe insulation?

A No.

Q All right. Way shifting gears, totally shifting gears -- I can take this from you.

Since you and I met, Michael, have I asked you to think about a ton of ways that you may have been exposed to asbestos?

A Yes.

Q Has it been annoying?

A It's been enlightening.

Q Okay. That's a nice word. That being said, do you believe you were exposed to asbestos through any work your father did --

A Yes.

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Q -- outside the home?

A No.

Q Why not?

And when I say "outside the home," let me make sure the record's really clear. I mean -- when I asked you earlier, you told me about his job outside the house; right?

A Yeah.

Q Okay. Do you believe you were exposed to asbestos through any work that you dad did as part of his employment outside of the home?

A No.

Q Why not?

A My father had a very strict regiment. He'd leave every morning wearing his uniform. He would have in his hand his rolled-up jeans and a shirt that he'd come home in. So he'd go to work, do everything there, change clothes, leave his soiled uniform at work, and then come home in street clothes.

Q Do you believe you were exposed to asbestos at any of the homes you lived in aside from the exposures we've talked about today?

A No.

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Q Never any home remodels or anything done in any of the homes you lived in while you were there; right?

A No.

Q When you were first diagnosed with mesothelioma, Michael, did you look around your house for any powder products that had talc in them?

A Yes.

Q You actually found two bottles; right?

A Yes.

Q Okay. I'm just helping you out because I know -- okay.

Did you send me those bottles?

A I did.

Q Were they double-bagged?

A Yes.

Q Okay. On any of your powder products that you used throughout your life at any point in time, did you ever see any kind of warning on them about asbestos?

A I did not.

Q Okay. Would that have caught your attention if you had?

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A If I --
Q If you had seen warnings about asbestos, would that warning had caught your attention?
A It would have.
Q Why?
A Because later in my life, I knew that asbestos caused lung cancer.
Q Okay. Breathe.
Did you ever see a warning on any of the powder products you used ever in your life -- or that your parents used -- that included the words "tremolite," "anthophyllite," "chrysotile," "actinolite," or any other crazy-sounding words like that?
A No.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Do you have any idea what any of those words mean?
A I do not.
Q Okay. If you had seen a warning that the powder products you and your family were using might contain asbestos, would you still have used them?

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A I would not.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Why not?
A Later in my life I associated these products caused lung cancer.
Q Well, let me ask you this: Before you knew what asbestos was, did you ever see any warnings on any of the powder products you and your family were using that contained the word "cancer"?
A No.
DEFENSE COUNSEL: Objection to form.
BY ATTORNEY GROSS:
Q Did you have an understanding of what cancer was when you were younger?
A I did not.
Q Okay. When did you learn that somebody having cancer is bad?
A It was as I -- as education and I started getting older and I, you know, started realizing, you know, why people die and hearing the word "cancer" and horrible death and pain and suffering.
Q Okay.

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A So, yeah, it was as I grew older.
Q Did you ever see on any powder products that you and your family used, even when you were a kid, anything like "be careful" or a skull-and-crossbones, anything like that?
A No.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Okay. If you had ever seen a warning, whether it was when you were a kid or an adult, that these products would be harmful to your health or your family's health, would you have continued to use them?
A I would not.
DEFENSE COUNSEL: Objection; form.
BY ATTORNEY GROSS:
Q Would you have let your husband, Lonnie, continue to use this powder on himself?
A I would not.
DEFENSE COUNSEL: Same objection.
BY ATTORNEY GROSS:
Q This is the last topic. It's the hardest one, and it's the one that I hate I have to talk to you about. So if you want to take a minute, we can take another five-minute break.

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We are in no rush.
A No, I'm good.
Q You sure?
A Yeah. We can go through this.
Q All right. I want to take you back in time to before you even knew what mesothelioma was, before you were diagnosed with it, when your life was still simple and uncomplicated. Okay.
A Okay.
Q You with me?
A Uh-huh.
Q What was your life like?
A It was beautiful.
Q Tell us about it.
A I -- before I met Lonnie, I lived, I lived my dreams.
Q What do you mean by that?
A I would say the time when I was exploring the Caribbean on the sailboat, living the life of Robinson Crusoe on an Out Island, finding -- you know, going out and catching my own food -- lobster, crabs, fish -- and living that life was just what every boy dreams of. And I lived it.

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Q Can you take us through sort of an average day in your life before you got sick. So you're off the boat. You're living with Lonnie. What was an average day like before you got sick?

A Lonnie and I would get up. We'd go out and take care of the horses. Everybody had their own personality. We would take care of them, do our morning chores with the horses. Come back inside, have breakfast.

Then I would start my day. At that time I had -- I was working from home. So me jumping into the car and racing away to the office wasn't part of the equation at that point in time. But our -- taking care of all of our horses and animals was the most important thing.

Q What are some examples of things that you do in your life before you got sick that brought you joy, that you loved?

A I think just being a part of my animals. The animals brought me so much joy. I have so much love to give. Some of the -- some of my most favorite moments was when we had babies and be able to be there and be part of their life and watch their personalities grow.

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Lonnie and I would sit there in the living room and try to come up with names. We always wanted unique names that no one else would think of. And, you know "what are we going to do next? What are we going to do next?" because it was such a passion to be able to have the farm. And we'd sit there in the house and look out over the marsh and say "God, we're lucky. We're blessed."

And we made a lot of sacrifices to be able to do all that. But at the end of the day, where our passion was was all of our animals.

Q You told us earlier -- do you like to fish?

A I do.

Q All right. Let me put up --

A Fishing is something that I did -- if we weren't on the farm, Lonnie and I were fishing. And we did that all the way up until I got sick.

ATTORNEY GROSS: Let me mark as Exhibit 9 this photo.

(Exhibit PX 9 was marked for identification.)

BY ATTORNEY GROSS:

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Q Can you-all see this?

A Ah. That's my sheephead.

Q What's that?

A It's a sheephead. It's a very, very good fish to eat. It's -- what's so funny about it and why we took the time to take the picture, if you google "sheephead" and you look at its teeth, it has human teeth. And it's quite intimidating if you look at it. But that was my first sheephead that I ever caught.

Q Oh, so you caught this one yourself?

A I caught that myself.

Q Are they hard to catch?

A They're very hard to catch.

Q Why?

A Because they live in an area -- they only eat off of oyster shells and mollusks. And I caught that on a shrimp on the bait -- on the beach; excuse me.

Q Now, I have to ask this question with a caveat of "besides my own." Do you have the cutest puppies in the world?

A I have the cutest puppies in the world.

Q Okay. We're going to put up as

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Exhibit 10.

(Exhibit PX 10 was marked for identification.)

BY ATTORNEY GROSS:

Q I think this is Keziah. Is that her?

A That is my baby Keziah; yes.

Q How old is she?

A She's three years old.

Q Tell us about your puppies.

A You know, my Keziah is -- she is my go-to. She is there every single night. She sleeps with me. She mimics me. She likes to sleep -- if I sleep of top of the pillow, she likes to sleep on top of the pillow. When I wake up in morning, she is just inches away from my face. And her eyes open, my eyes open. And we are really like peas and carrots together. I can't imagine, I can't imagine a life without her. And I can't imagine her life without me.

Q What about Abraham?

A Well, Abraham is Lonnie's, is Lonnie's dog.

Q Uh-huh.

A But -- Abraham loves Keziah. But Abraham will sleep right next to Lonnie. But

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Keziah is my baby.
Q Okay. She does this really cute thing.
A She dances.
Q She dances; right?
A If you say, you know, "Keziah, you want a treat?" she'll run over to the pantry door and she'll stand up on her back legs and do a little dance waiting for her treat.
Q All right. Do you want to take a minute?
A No, I'm good.
Q Okay. I want to talk to you now about your health and what's been going on with you leading up to and since your diagnosis. Okay?
A Okay.
Q This is the not-fun part. Not that any of this has been a super-fun time, but this is the non-fun part.
A Okay.
Q Okay. Can you walk us through your initial symptoms that led you to visit a doctor.
A Sure.
Q Go ahead.

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A In January of 2023 I was diagnosed with COVID.
Q Uh-huh.
A And I started developing a little bit of a cough. And I couldn't shake the cough.
And after 14 days, I finally tested negative. And I talked to my doctor on the phone and he's like going: You know, you may just be one of these people that's just going to have this persistent cough. And you just let me know if it gets any worse.
So I continue on. And the cough got a little bit worse. And I started taking cough have drops, Luden's cough drops. And that would help suppress the cough for me. And I just continued on.
And the cough started getting a little bit more bad and a little bit worse and little bit worse. And then finally Lonnie goes: "You need to go see the doctor."
And so I made the appointment -- I had a standing appointment -- excuse me -- for my, for my annual checkup. And I walk in the door, and my doctor's demeanor was much different than it was whenever I saw him in the

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past. And he goes: "Hey, what's going on"?
I said: "I got this cough."
And he said: "Tell me about it."
And I told him about the cough.
He goes: "What else? What's your other symptoms?"
And I: "Well, I have the night sweats."
He goes: "Tell me about it."
And I told him how bad my night sweats were; it would be sheet-drenching wet.
And the expression on his face kept on getting more and more gloom. And he goes -- he asked me a few more questions. And I told him and he goes: "Your labs are awful."
Q Oh.
A And I always have fantastic labs. And he goes your labs are awful. He goes: "I think first things let's get you on" -- and he gave me two different medications, a steroid and an antibiotic because he, you know, wanted to make sure I didn't have a pneumonia or something like that.
And he goes: "I want you to" -- this is Father's Day weekend. I remember that so

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vividly. He goes: "I want to go in and get a chest x-ray today, and I will call you tonight." This is a Friday.
Q Did you go get that chest x-ray?
A I did. And I didn't hear from him on Friday. Saturday came around, nothing. Sunday came around, nothing.
Monday, I get a phone call from him. And he goes: "Hey, I got your chest x-ray and it was a little hazy. And I just want to make sure, so I'm going to send you in, you know, for a CAT scan with contrast, on your lung."
Q Did you go get that CAT scan?
A I did. And he goes: "I'm going to set it up for stat, being I want it done right away."
Okay. So the hospital calls me, sets it up. And I think that was a Wednesday. So I talked to him on Monday; Wednesday I got the CAT scan.
Q What happened after you got the CAT scan?
A CAT scan came around. And he calls me up and he goes: "I want you in my office." And I go into his office, and he shows me. And

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he goes -- and he reads it. He goes: "I am not a radiologist. I'm just going to read you the report, and I'm going to show you the pictures." He goes: "I can't answer a lot of questions other than here's what the radiologist said."

And he read it to me. And I looked at it. And he goes: "I want you to go see Dr. Kline. I've already set up an appointment" -- which was going to be the very next day.

Q Did you know what kind of doctor Dr. Kline is?

A She was a thoracic surgeon.

Q Okay. And then what happened?

A So I go in to see Dr. Kline on Thursday. She's looking at it. She opens up the picture. She's looking at it and she goes: "You know, doctors always come up with the first five things that we possibly -- we'd be looking at." She goes: "Have you ever heard of mesothelioma before?"

Q Had you?

A I said: "Yes, I have." I said: "But, Dr. Kline," I said, "I'm a white-collar guy; I'm not a blue-collar guy."

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So goes: "Okay." And then she keeps on looking at it and she said it also could be this noncancerous, aggressive skin disease -- or lung disease. She goes: "But, you know, I think we need to go inside." She goes: "We're going to go ahead and do a biopsy." She goes: "I want to do it first thing tomorrow morning."

Q Did you have the biopsy done?

A I did.

Q Okay. Then what happened?

A So the biopsy is -- excuse me. I go in. And after surgery she comes out and says: "Yes, you have cancer." She goes: "But when the pathology comes back, I'll know a name to your cancer."

So I wait a few more days. And I meet with them, and they tell me I have mesothelioma. And that's when I met with Dr. Brian -- or Dr. Lingerfelt with Roper Hospital.

Q So let me take you back to that moment. It sounds like it happened pretty fast; is that right?

A It was lighting speed.

Q When was your doctor -- what was the

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doctor's name who told you you had cancer first?

A Dr. Kline.

Q Dr. Kline, okay. When Dr. Kline first told you that you had cancer -- you didn't know what kind of cancer, but she told you you had cancer -- what was going through your head when she told you that after this all happened so fast?

A At first, I couldn't believe it. I just sat there in disbelief, and I said: "How could it be me?" I just, just sat there. And I -- my mind was racing because I was smart enough to know there is never a good cancer. And I knew nothing about mesothelioma.

And I started asking Lonnie questions, and I wasn't getting any answers.

Q Did you get any answers once your cancer had a name?

A Yes. When I went to Dr. -- the oncologist with Roper Hospital. He came into the room, sat down, and goes: "There's really nothing we can do. We're just going to move you to palliative care. I doubt we can do surgery on you. We're just going to make you comfortable."

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And I said: "How much time do I have left?"

And he just said: "It's really going to be maybe a matter of months, maybe a year. And that's all you have."

And I just sat there and I go: "Fuck. My whole life is over." And that's just -- I couldn't believe it.

And then Lonnie and I went and sat in the truck and we both cried together. I said: "How could this be?"

ATTORNEY GROSS: Let's go off the record for five minutes, please.

THE VIDEOGRAPHER: We are off the record at 1:01.

(Recess.)

THE VIDEOGRAPHER: We are back on the record at 1:06.

BY ATTORNEY GROSS:

Q Back from a quick break.

A Thank you.

Q No problem. Talking about the puppies makes everything better; right?

A It does.

Q Okay, good. This seems like the

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silliest question in the world. But since you've been diagnosed, has work been difficult for you?

A Define "work."

Q Well, that's a good question. Let's start with your job. Has that been difficult for you?

A I have been on medical leave, FMLA, since the day before my surgery. I know what my daily ritual would be. I can't imagine at this point me being able to go anywhere near that rigorous schedule when every chemo takes six days for me to even come back to even be as close to as strong as what I can be. So I just, I just don't see that ever being a part of the equation anymore.

Q Conversely, let me ask you this: Has work around your home -- meaning your daily chores just to keep your home kept up -- has that been difficult for you since your diagnosis?

A Yes. So we've now employed a domestic service that comes in and cleans the house because I can't -- that was always my deal. I was always responsible for the domestic

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chores inside the house. And so since I can't fulfill those anymore, we've hired a domestic care -- or domestic person to come in and do it.

But a good example is for me to get the sheets on the bed. I can get the sheets off. I can get a sheet back on. But to put the pillows and then tuck the sheets into the bed, I can't do that anymore. And that takes myself and Lonnie will help me do that.

Q You had a surgery after your mesothelioma diagnosis; correct?

A I did.

Q Remember, if we need to take a break, we're going to take a break; okay?

A Uh-huh.

Q Did you make a record of how you were feeling the day before that procedure?

A I did.

Q What did you do?

A I made a video.

Q What I want to do is I'll mark -- the video's been produced to everybody. What I want to do is I want to mark the video as Exhibit 11.

(Exhibit PX 11 was marked for identification.)

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BY ATTORNEY GROSS:

Q I only want to play like ten seconds of it. Okay?

A Okay.

Q You ready?

A I'm ready.

ATTORNEY GROSS: Okay. Can you-all see the video? I've never done picture-in-picture on video before. So if it doesn't work, let me know; okay?

Can you see it?

Will this pick up the sound when I play it on the computer?

THE VIDEOGRAPHER: Yes.

BY ATTORNEY GROSS:

Q All right. You ready?

A I am.

Q Okay. Is this -- I mean, I know it's a screen shot right now. But is this the video you made the day before your surgery?

A It is.

No sound.

ATTORNEY GROSS: Let's go off the record real quick.

THE VIDEOGRAPHER: Off the record at

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1:10.

(Discussion held off the record.)

THE VIDEOGRAPHER: We are back on the record at 1:13.

BY ATTORNEY GROSS:

Q All right. We are back from a very quick technologically induced break. I think we figured it out. So let's try this again.

Can you see this?

A I can.

Q Okay. And is this the video that you made the day before you had your surgery?

A It is.

Q And before we keep going, did you actually wind up having your surgery the next day?

A I did.

Q Okay.

A Well, pardon me. The doctor that was doing the surgery called and said that he was COVID-positive. So they pushed it off for one week.

Q Okay. So this video was filmed the day before you were supposed to have your surgery; the doctor gets COVID; then you have

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the surgery the week following.
A Yes.
Q Got it?
A Correct.
Q All right. I think I marked this as Exhibit 11. We're just going to play a few seconds; okay?
(Video plays as follows:
"Mother of all surgeries. It's going to be tough. Chemo afterwards. It's a big chemo. And my ability to have more time is my ability to tolerate surgery and all the chemo. If I don't make the chemo, I'm too sick, it changes my 'projectory' and my time.")
BY ATTORNEY GROSS:
Q All right. That video hard for you to watch?
A It is. And that's about as real as -- those are words that I think that most people think inside and struggle to find the words to say it out loud.
And for me it was, saying it out loud is my way of coping with it. It was no longer an internal conversation. But I wanted

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everybody to know what was on my mind as I was going to face, as I said, as my doctor called it, the mother of all surgeries.
Q This is obvious, but were you nervous before your surgery? I don't know if nervous is even the right word?
A I don't know if you can say nervous. I didn't -- I specifically and on purpose did not ask a lot of questions. Because, you know, this wasn't buying a car; this wasn't buying a couch. This was these guys had to go in and do this. If I want to live, you're going to do the surgery. If you don't want to live, you can do what the other hospital said: Go home and they'll give you some painkillers and we'll just ride it out.
I, I wanted to live. And so I didn't ask a lot of questions. I didn't know a lot going into it. I knew it was going to be tough. I knew it was going to be painful. And I just -- I went with the flow.
Q Do you now have an understanding -- and understanding that none of us are doctors. But do you have any sort of layman's understanding of what the surgery you had

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entailed?
A Yes.
Q What is it?
A They went in and opened up my side chest wall, removed a rib, removed every piece of cancer that they could find. They removed the pleural lining, the lining that the organs sit in in the chest wall, clear down to my stomach. Removed some cancer that was down in the diaphragm. And then they sewed me back up.
Q Is that a big surgery?
A It was an enormous surgery. It was, I believe we were told, ten hours.
Q I'm going to mark as Exhibit 12 a photo you sent me.
A Okay.
Q Okay. I think you know where I'm going right?
A Uh-huh.
(Exhibit PX 12 was marked for identification.)
BY ATTORNEY GROSS:
Q Can you-all see this? Everybody? Okay.
Is this -- when did you take this

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photograph?
A That was the day I got home from the hospital.
Q Who took it? Lonnie?
A Lonnie took it.
Q So this is the day you got home after the surgery; right?
A Yes.
Q What is this big incision we're looking at?
A That is how they entered my, my chest. They entered -- originally they were talk about cutting me down the breastbone and opening up this way. Then this become more of an option. And I think it -- I don't know why. I don't want to say I'm thinking. He didn't explain why; I did not ask questions.
Q We can't see the vantage point of it. How far around the front of your torso does that incision go?
A It comes up about here.
Q So, just for the record, it's right under --
A My nipple.
Q -- you left breast, like left

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breastbone, basically?
A Yes.
Q Okay. Was your recovery in the hospital after that surgery smooth?
A If I may, define "smooth."
Q Okay. Good question. What was the first -- do you remember -- strike that. I'll get it.
How was your recovery in the hospital after the surgery?
A Okay. When I -- the doctor before the surgery prepped Lonnie and I that I would be on a respirator coming out of surgery. He also prepped us that there is a good chance -- not a good chance -- there is a stronger chance that I may not make it off the table, I would die in the surgery.
So that was right before they took me away. So Lonnie and I said our normal goodbyes, kiss.
After surgery and I started becoming self-aware, I was in this dark room. No lights whatsoever. It was just as hot and uncomfortable as I could possibly be. Sweating. I didn't know where I was at. I could feel the

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respirator, the tube down my throat.
And they came in. It was 3:00 in the morning. And I know it was 3:00 in the morning because I could see the clock. And they started trying to turn the machine off to see if I could -- my lung would start working.
And I just remember when they did that for the very first time -- and I couldn't breathe. My hands were tied down. My feet were tied down. My chest was tied down. And my head was tied down.
And I can't even gasp for air because there was nothing for me to breathe. So they turned the machine back on. And Dr. Gaffney learns over me. It's still in the dark, still very, very dark. And he leans over to me and he touches me on my right shoulder. And he goes: "Pal, just give me 24 hours more."
And I laid there because I didn't know if I was going to live. I felt like I was going to die.
Q All right.
A By 6:00 a.m. -- go ahead?
Q Yeah, please.
A My 6:00 a.m. my lungs started

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working. He walks in. They pulled the respirator out, put me on oxygen, and he leaves.
And he comes back a couple hours later and he goes: "I want this man in a chair right now. Get him out of bed. I want him in a chair."
And then the team comes in to move from the bed to a chair. And that was a gradual, very aggressive approach of getting me back on my feet as soon as possible. And it progressed over the next couple of days.
Q Got it. Okay. Take a breath?
A Nodded.
Q I love that you're drinking Hawaiian Punch. Take a sip of that.
A (Complies.)
Q Okay. Have you had any sort of treatment since your surgery?
A I am now in my -- I'm one-third of the way through my chemo treatments, my chemotherapy.
Q How many chemo treatments have you had so far?
A I had two.
Q When did you have your most recent

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one?
A Thursday of last week.
Q How does your body react to those chemo treatments?
A The day of treatment I usually get done between 12:00 and 1:00. By 4:00 I am really sick and I'm in bed or on the couch. And I will stay in that position until -- usually Saturday is my, my bottom, where I've reached just absolute -- I can't, I can't eat, I can't drink.
And then Monday morning I'll go into the hospital for infusion of fluids. And then it picks me back up. And then I bounce pretty quick up to a level that I can be almost self-sufficient.
Q Did you have those fluids yesterday?
A I did.
Q Have any of your doctors told you about any future treatment you may need in addition to the chemotherapy?
A Yes. They are pairing me up with a radiologist that's going to do radiation treatment on my lung. And that's going to be 25 treatments after my last chemo.

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Q Okay. So you haven't had any radiation yet?
A I have not.
Q Has any doctor brought up immunotherapy to you?
A That is a possibility for me. But it's only going to be if my cancer comes back.
Q Got it. Okay. We're in the homestretch.
A Okay.
Q Do you have any new health issues or problems or complications -- strike that. Let me ask you this first: How was your health before you got sick with mesothelioma?
A Fantastic. I was, I was a very, very healthy person. And if I may...
Q You may.
A Part of why this journey of being in the hospital for three weeks went down to nine days was because of how good my health was, how good my lungs were. Dr. Gaffney commented many, many times he didn't expect me to bounce the way I did.
He goes: "I don't see patients that are healthy as you." He goes: "You're a young,

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very healthy individual." He goes structure -- or muscle -- I had the muscle mass. He goes -- it just -- couldn't believe it.
And all of the residents that came in to him, all of them were shocked because they never see patients that do as well through this surgery as what I did.
Q Do you have any new health issues or complications now, since your diagnosis and your surgery, that you did not have before your mesothelioma?
A Absolutely.
Q Obviously, we've talked about the chemotherapy. But tell us a little bit about that, what new issues you have had come up with your health since your mesothelioma diagnosis.
And I know that's a hard question to answer, but...
A I, I think, I think the biggest health thing is I get shortness of breath. I can't -- if I want to go up and down the steps, that may be all I can do is up and down the steps. I have to sit down upstairs to rest a little bit.
Going to the grocery store -- and I

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do go to the grocery store because I need to do the walking. It takes me twice as long to do the grocery shopping. And Lonnie is with me the whole entire time.
So I wear out, very easy. I get weak very, very easy. My ability to -- I am nowhere near able to do anything like I used to do. I mean, it's just the reality of my illness.
Q I want to talk about a couple things that make you happy.
A Okay.
Q Okay.
A Love that.
Q Love that too.
How did you meet Lonnie?
A I met Lonnie on a dating website. And Lonnie and I talked a little bit, and then he asked me out on a date the very next night. And we met downtown Charleston at Wild Wings, and we had a bucket of beer and some hot wings. And I die laughing because I ordered the virgin hot wings. And Lonnie, being the masculine macho man, ordered the Chernobyl, the hottest wings he could possible buy.
And I remember when the cooks were

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bringing it through the door, I was choking because of the smell of those hot wings. And I watched him as he had this bead of red or sweat across his lip as he tried to choke those down.
And that was our very first date.
Q Why did you fall in love with him?
A I think that, as my mom always said, if you're going to marry, marry your best friend. And Lonnie and I had more in common than we didn't have in common. And he was everything I ever wanted in a soulmate. And I look at him still to today, and the only thing I regret about Lonnie is I'll never be able to ask him again to marry me because he already granted me the greatest -- the greatest thing I ever wanted was my soulmate to love me.
Q There's another story you told me.
A Uh-huh.
Q Take a minute. But what is one thing that you have talked to me about that you are particularly proud that you've done in this life?
A So it started off in the early, early '90s. And I was able to apply for the United States Olympic Committee spot on the '92

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Olympics team as a youth ambassador. And it was a very, very long --

Q (Shows picture.)

A Yep.

Q Is that you?

A That is correct. That's me that's in Madrid, Spain, from 1992. I applied for that. I had to write an essay to them. Then after the essay was several phone interviews. And then the final one was a face-to-face interview.

But I was sponsored by Adidas, just like the teams were, to be there and be part of the Olympic movement in 1992 in Barcelona, Spain.

Q Why is that such a fond memory of yours that makes you so proud?

A I think that, for me, it's -- everybody lives life to have a consequential -- something happens consequentially. And that was, that was a turning point. I was in a position -- I could make change. And that was our mission, is to meet with the other 165 countries that were there and talk about real substance that other youth in other countries were deal with and try to come to, Hey, we're

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all different, but what can we -- can we all come together and understand.

And that was what I enjoyed the most. I also enjoyed getting a chance, you know, to meet the athletes and walk through the village. And it just -- it's hard to even put words to it. It just a dream that absolutely came true.

ATTORNEY GROSS: Just for the record, we'll mark that photograph as Exhibit 13.

(Exhibit PX 13 was marked for identification.)

BY ATTORNEY GROSS:

Q Has your mesothelioma diagnosis affected your relationship with Lonnie, for both the good and the bad?

A It certainty has brought Lonnie and I much closer.

Q Tell us a little bit about that.

A I was always one that would not discuss things that were bothering me. I would hold it up inside, what I -- what was scary for me, because Lonnie, Lonnie has debilitating depression and bipolar. And I didn't want to burden him with any of my baggage.

But since surgery, we've had to talk

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about a lot of things. You know, what it takes to make our household work. And he now has become, instead of the recipient of the care and love. He has turned that on me. It has been probably some of the most liberating experiences to watch him care for me -- because I always knew he could, but I can no longer. And he's there for me.

Q This is going to be the last one, I promise.

A Okay.

Q This one I'm not lying. We'll mark as Exhibit 14...

A Oh.

(Exhibit PX 14 was marked for identification.)

BY ATTORNEY GROSS:

Q Is this you after getting -- or during chemotherapy?

A It's actually during chemotherapy.

Q Do you ever think about your future?

A I do.

Q Tell us a little bit about that. Take a minute.

A I, I look at a couple things.

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What's, what is going to happen in the next two, three months. Can I continue to just be stronger and try to be more of what my life used to be like?

I try not to let my mind go down the pathway of my final days. You know, Lonnie has plenty of those visions of my final days and life without me. And I try not to imagine Lonnie's life without me or my dogs without me.

But that's, that's really what's on my mind, is trying to get healthier and not think about my end.

Q Does Lonnie -- well, strike that. Who took this photo?

A That was Lonnie.

Q Does he go with you to your chemo treatments?

A He is with me at -- Lonnie takes me everywhere. So he's with me there.

Q Does he go to your doctor's appointments with you?

A He does.

Q Could you imagine going through this journey that you're on now without Lonnie with you side by side?

A I can't. I can't imagine it. I -- this is different than, you know, I'm going to go in and have, you know, a knee replacement and you could go in and, you know, they take care of it and maybe you get a friend to take you home and you convalesce at home.

This is something that there's no way without a support structure I could ever, ever manage by myself. And like I said, Lonnie has done absolutely the best that he can do to keep me where I need to be at.

Q I keep thinking -- I keep seeing this big smile on your face, even though you're in chemotherapy. So let me ask you this: In spite of everything that you're dealing with and going through, with having Lonnie by your side, do you still have hope for your future?

A Hope is a really interesting word. Hope that I make six months. A dream I make a year. Or, as Dr. Gaffney, my thoracic surgeon said: "I hope to see you standing on stage with me at MUSC in five years so we can get a picture taken."

But the reality of it is that I have mesothelioma. There's no cure. It's going to

rear its ugly head. And at the end of the day, that's what's going to be my death.

So I think hope is -- hope is maybe a made-up word because I don't know what hope means when I think of mesothelioma. Because there is no -- that you can do everything you can do. But at the end of the day, mesothelioma's going to do what mesothelioma does. And it kills.

Q Is it your goal to be on that stage with your doctor in five years?

A That is my hope.

Q Is your goal to still be side by side with Lonnie in the next five years?

A I want to be holding his hand; yes.

ATTORNEY GROSS: Let's go off the record real quick.

THE VIDEOGRAPHER: We are off the record at 1:37.

(Recess.)

THE VIDEOGRAPHER: Back on the record at 1:44. The deposition of Michael Perry is adjourned. We are back off the record at 1:44.

(Deposition adjourned at 1:44 p.m.)

ERRATA

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C E R T I F I C A T I O N

I hereby certify that I have read the foregoing transcript of my deposition testimony, and that my answers to the questions propounded, with the attached corrections or changes, if any, are true and correct.

MICHAEL L. PERRY

C E R T I F I C A T I O N

I, ADAM D. MILLER, Registered Professional Reporter, certify that the foregoing is a true and accurate transcript of the foregoing deposition, that the witness was first sworn by me at the time, place and on the date herein before set forth.

I further certify that I am neither attorney nor counsel for, not related to nor employed by any of the parties to the action in which this deposition was taken; further, that I am not a relative or employee of any attorney or counsel employed in this case, nor am I financially interested in this action.

/s/ Adam D. Miller
Registered Professional Reporter
and Notary Public

EXHIBIT 21

A TEXTBOOK
OF
MINERALOGY

WITH AN EXTENDED TREATISE ON

CRYSTALLOGRAPHY AND PHYSICAL MINERALOGY

BY

EDWARD SALISBURY DANA

Late Professor Emeritus of Physics, Yale University

FOURTH EDITION, REVISED AND ENLARGED

BY

WILLIAM E. FORD

Professor of Mineralogy and Curator of the Mineral Collections, Sheffield Scientific School of Yale University

F. EYOLF BRONNER

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APPENDIX TO THE MICA DIVISION — VERMICULITES

The VERMICULITE GROUP includes a number of micaceous minerals, all hydrated silicates, in part closely related to the chlorites, but varying somewhat widely in composition. They are alteration-products chiefly of the micas, biotite, phlogopite, etc., and retain more or less perfectly the micaceous cleavage, and often show the negative optical character and small axial angle of the original species. Many of them are of a more or less indefinite chemical nature, and the composition varies with that of the original mineral and with the degree of alteration.

The laminæ in general are soft, pliable, and inelastic; the luster pearly or bronze-like, and the color varies from white to yellow and brown. Heated to 100°–110° or dried over sulphuric acid most of the vermiculites lose considerable water, up to 10 per cent, which is probably hygroscopic; at 300° another portion is often given off; and at a red heat a somewhat larger amount is expelled. Connected with the loss of water upon ignition is the common physical character of exfoliation; some of the kinds especially show this to a marked degree, slowly opening out, when heated gradually, into long worm-like threads. This character has given the name to the group, from the Latin *vermiculari, to breed worms*. The minerals included can hardly rank as distinct species and only their names can be given here: *Jefferisite, vermiculite, culsageeite, kerrite, lennilite, hallite, philadelphite, vaalite, maconite, dudleyite, pyrosclerite.*

III. Serpentine and Talc Division

The leading species belonging here, Serpentine and Talc, are closely related to the Chlorite Group of the Mica Division preceding, as noted beyond. Some other magnesium silicates, in part amorphous, are included with them.

SERPENTINE.

Monoclinic. In distinct crystals, but only as pseudomorphs. Sometimes foliated, folia rarely separable; also delicately fibrous, the fibers often easily separable, and either flexible or brittle. Usually massive, but microscopically finely fibrous and felted, also fine granular to impalpable or cryptocrystalline; slaty. Crystalline in structure but often by compensation nearly isotropic; amorphous.

X-ray analysis of chrysotile shows that it is composed of bundles of parallel fibers, but although the individual fibers are elongated parallel to one crystallographic direction (*c* axis) their orientation otherwise varies. The structure is monoclinic. Four molecules of $H_4Mg_3Si_2O_9$ in the unit cell. Each silicon atom is surrounded by four oxygen atoms arranged at the points of a tetrahedron, a part of the oxygen atoms being shared by neighboring tetrahedral groups. Together these groups form chains extending parallel to the vertical axis. The chains are similar to those of the amphiboles with the composition Si_4O_{11}. The binding forces between these chains are weak thus accounting for the fibrous structure. The arrangement of the Mg and OH groups is similar to that in brucite.

Cleavage *b*(010), sometimes distinct; also prismatic (50°) in chrysotile. Fracture usually conchoidal or splintery. Feel smooth, sometimes greasy. H. = 2·5–4, rarely 5·5. G. = 2·50–2·65; some fibrous varieties 2·2–2·3; retinalite, 2·36–2·55. Luster subresinous to greasy, pearly, earthy; resin-like, or wax-like; usually feeble. Color leek-green, blackish green; oil- and siskin-green; brownish red, brownish yellow; none bright; sometimes nearly white. On exposure, often becoming yellowish gray. Streak white, slightly shining. Translucent to opaque.

Pleochroism feeble. Optically −, perhaps also + in chrysotile. Double refraction weak. Ax. pl. ∥ *a*(100). $X \perp b(010)$ the cleavage surface; $Z \parallel$ elongation of fibers. $2V = 20°$ to 90°. Indices variable, from 1·490–1·571.

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Var. — Many unsustained species have been made out of serpentine, differing in structure (massive, slaty, foliated, fibrous), or, as supposed, in chemical composition; and these now, in part, stand as varieties, along with some others based on variations in texture, etc. Some authors separate the mineral into two modifications: (*a*) *antigorite* (see below) with chemical and optical relations to the Chlorite Group, and (*b*) massive and fibrous *serpentine* and *chrysotile*.

A. In Crystals — Pseudomorphs. The most common have the form of chrysolite. Other kinds are pseudomorphs after pyroxene, amphibole, spinel, chondrodite, garnet, phlogopite, etc. *Bastite* or *Schiller Spar* is enstatite (hypersthene) altered more or less completely to serpentine. See p. 555.

B. Massive. 1. *Ordinary massive.* (*a*) *Precious or Noble Serpentine* is of a rich oil-green color, of pale or dark shades, and translucent even when in thick pieces. (*b*) *Common Serpentine* is of dark shades of color, and subtranslucent. The former has a hardness of 2·5–3; the latter often of 4 or beyond, owing to impurities.

Resinous. Retinalite. — Massive, honey-yellow to light oil-green, waxy or resin-like luster.

Bowenite (Nephrite *Bowen*). — Massive, of very fine granular texture, and much resembles nephrite, and was long so called. It is apple-green or greenish white in color; G. = 2·594–2·787; and it has the unusual hardness 5·5–6. From Smithfield, Rhode Island; also a similar kind from New Zealand, called *tangiwaite* or *tangawaite*.

Rivolite is a banded variety with a fine green color from Mexico.

C. Lamellar. *Antigorite*, thin lamellar in structure, separating into translucent folia. H. = 2·5; G. = 2·622; color brownish green by reflected light; feel smooth, but not greasy. It shows a negative interference figure with X normal to cleavage. From Antigorio valley, Piedmont, Italy.

D. Thin Foliated. *Marmolite*, thin foliated; the laminæ brittle but separable. G. = 2·41; colors greenish white, bluish white to pale asparagus-green. From Hoboken, New Jersey.

E. Fibrous. *Chrysotile.* Delicately fibrous, the fibers usually flexible and easily separating; luster silky, or silky metallic; color greenish white, green, olive-green, yellow and brownish; G. = 2·219. Often constitutes seams in serpentine. It includes most of the silky *amianthus* of serpentine rocks and much of what is popularly called *asbestos* (asbestus). Cf. p. 574.

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Picrolite, columnar, but fibers or columns not easily flexible, and often not easily separable, or only affording a splintery fracture; color dark green to mountain-green, gray, brown. The original was from Taberg, Sweden. *Metaxite* is similar. *Baltimorite* is picrolite from Bare Hills, Maryland.

Radiolite is like serpentine except in regard to its solubility and specific gravity. In spherical aggregates of radiating fibers from near Dillenburg, Nassau.

F. Serpentine Rocks. Serpentine often constitutes rock-masses. It frequently occurs mixed with more or less of dolomite, magnesite, or calcite, making a rock of clouded green, sometimes veined with white or pale green, called *verd antique*, *ophiolite*, or *ophicalcite*. Serpentine rock is sometimes mottled with red, or has something of the aspect of a red porphyry; the reddish portions containing an unusual amount of oxide of iron. Any serpentine rock cut into slabs and polished is called *serpentine marble*.

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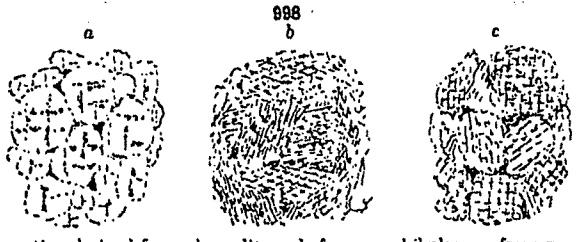

a, Serpentine derived from chrysolite; *b*, from amphibole; *c*, from pyroxene

Microscopic examination has established the fact that serpentine in rock-masses has been largely produced by the alteration of chrysolite, and many apparently homogeneous serpentines show more or less of this original mineral. In other cases it has resulted from the alteration of pyroxene or amphibole. Sections of the serpentine derived from chrysolite often show a peculiar structure, like the meshes of a net (Fig. 997); the lines marked by grains of magnetite also follow the original cracks and cleavage directions of the chrysolite (Fig. 998, *a*). The serpentine from amphibole and pyroxene commonly shows an analogous structure; the iron particles following the former cleavage lines. Hence the nature of the original mineral can often be inferred. Cf. Fig. 998, *a*, *b*, *c* (Pirsson).

Comp. — A magnesium silicate, $H_4Mg_3Si_2O_9$ or $3MgO.2SiO_2.2H_2O$ = Silica 44·1, magnesia 43·0, water 12·9 = 100. Iron protoxide often replaces a small part of the magnesium; nickel in small amount is sometimes present. The water is chiefly expelled at a red heat.

For chemical relations to the minerals of the Chlorite Group, see p. 668.

Pyr., etc. — In the closed tube yields water. B.B. fuses on the edges with difficulty, F. = 6. Gives usually an iron reaction. Decomposed by hydrochloric and sulphuric acids. From chrysotile the silica is left in fine fibers.

Diff. — Characterized by softness, absence of cleavage and feeble waxy or oily luster; low specific gravity; by yielding much water B.B.

Micro. — Readily recognized in thin sections by its greenish or yellowish green color, low relief and aggregate polarization due to its fibrous structure. When the fibers are parallel, the interference-colors are not very low, but the confused aggregates may show the "ultra blue" or even be isotropic. The constant association with other magnesia bearing minerals like chrysolite, pyroxene, hornblende, etc., is also characteristic. The presence of lines of iron oxide particles as noted above (Fig. 998) is characteristic.

Obs. — Serpentine is always a secondary mineral resulting, as noted above, from the alteration of non-aluminous silicates containing magnesia, particularly chrysolite, amphibole or pyroxene; more rarely from monticellite, chondrodite, vesuvianite, garnet, talc, etc. It may occur as a replacement of the original mineral, forming a pseudomorph, or it may be deposited elsewhere in the rock openings or as replacing some other mineral. It frequently forms large rock-masses, then being derived from the alteration of peridotites, dunites and other basic rocks of igneous origin; also of amphibolites or other similar metamorphic rocks which may have had a sedimentary origin. In the first case it is usually accompanied by spinel, garnet, chromite and sometimes nickel ores; in the second case by various carbonates such as dolomite, magnesite, breunnerite, etc. Serpentine is a mineral which occurs commonly, though rarely in masses of great size. In the metamorphic rocks it is commonly found as layers, lenticular bodies, etc.

Serpentine is so common a mineral and so widespread in its occurrence that only its most important and interesting localities can be mentioned here. In Saxony, massive ornamental material comes from Zöblitz; and the variety *metaxite* from Schwarzenberg; in Silesia at Reichenstein *picrolite* and *chrysotile*. A variety containing soda from the Zillertal, Tyrol, Austria, is called *nemaphyllite*. In Italy pseudomorphs after monticellite occur in the Val di Fassa, Trentino; the variety *antigorite* was originally described from Valle Antigorio, Piedmont. In Switzerland various types of serpentine are found near Zermatt, in Valais. *Thermophyllite* is found in Finland at Hoposuo. In crystals pseudomorphic after chrysolite from Snarum in Buskerud, Norway. Fine serpentine from the Lizard, Cornwall. Asbestos occurs in the Transvaal in the Barberton district and at various points in Australia.

In the United States fine at Newburyport, Essex Co., Massachusetts. In Rhode Island *bowenite* at Smithfield, Providence Co. In New York from the Tilly Foster mine near Brewster, Putnam Co., pseudomorphic after chondrodite, also in cube-like cleavage forms, presumably pseudomorphous after some unknown mineral; in St. Lawrence Co., at Somerville and elsewhere. In New Jersey *marmolite*, etc., at Hoboken, associated with brucite, magnesite, etc.; at Montville, Morris Co., *chrysotile* and *retinalite* with common serpentine; in Sussex Co., at Vernon and Franklin. In Pennsylvania, at Easton, Northampton Co., pseudomorphous after pyroxene and amphibole; massive, fibrous and foliated of various colors at Texas, Lancaster Co.; at West Chester, Chester Co., *williamsite*; at Bare Hills near Baltimore in Maryland (*baltimorite*). Asbestos is found in Arizona from near Globe, Gila Co., from the Sierra Ancha, and the Grand Canyon.

In Canada abundant among the metamorphic rocks of Quebec between the Vermont boundary and Gaspe Co., at Danville, Richmond Co.; Thetford in Megantic Co.; Brough-

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ton in Beauce Co., etc.; in Ottawa Co., at Templeton. The asbestos often forms seams several inches in thickness in the massive mineral and has been extensively mined.

The names *Serpentine, Ophite, Lapis colubrinus,* allude to the green serpent-like cloudings of the serpentine marble. *Retinalite* is from ῥητίνη, *resin; Picrolite,* from πικρός, *bitter,* in allusion to the magnesia (or bittererde) present; *Thermophyllite,* from θέρμη, *heat,* and φύλλον, *leaf,* on account of the exfoliation when heated; *Chrysotile,* from χρυσος, *golden,* and τίλος, *fibrous; Metaxite,* from μέταξα, *silk; Marmolite,* from μαρμαίρω, *to shine,* in allusion to its peculiar luster.

Use. — As an ornamental stone; the fibrous variety furnishes the greater part of the heat insulating material known as asbestos.

Deweylite. — A magnesian silicate near serpentine but with more water. Formula perhaps $4MgO.3SiO_2.6H_2O$. Amorphous, resembling gum arabic, or a resin. Microscopically fibrous. H. = 2–3·5. G. = 2·0–2·2. Color whitish, yellowish, reddish, brownish. Index, 1·55. *Z* parallel to fibers. Deweylite is usually found with serpentine as one of its decomposition products and commonly encloses a carbonate. It occurs as pseudomorphs after talc, etc. It occurs with serpentine at Kuttenberg in Bohemia of Czechoslovakia. From near Kraubat in the Mürstal in Styria, Austria, including the bright red variety called *eisengymnite.* With serpentine from the Val di Fiemme, Trentino, Italy; in granular limestone at Passau, Bavaria. In the United States it occurs at Middlefield, Hampshire Co., Massachusetts; in Pennsylvania at Texas, Lancaster Co., also in Berks, Chester, and Delaware counties. *Gymnite,* named from γυμνός, *naked,* in allusion to the locality at Bare Hills, Maryland, is the same species.

Genthite. Nickel Gymnite. — A gymnite with part of the magnesium replaced by nickel, $2NiO.2MgO.3SiO_2.6H_2O$. Probably should be included as a variety of garnierite. Amorphous, with a delicate stalactitic surface, incrusting. H. = 3–4; sometimes very soft. G. = 2·409. Luster resinous. Color pale apple-green, or yellowish. From Texas, Lancaster Co., Pennsylvania, in thin crusts on chromite. Also reported from near Prägratten in the Austrian Tyrol; from near Malaga, Spain; and on Michipicoten Island in Lake Superior, Ontario.

Garnierite. Noumeite. — An important ore of nickel, consisting essentially of a hydrated silicate of magnesium and nickel, perhaps $H_2(Ni,Mg)SiO_4$ + water, but very variable in composition, particularly as regards the nickel and magnesium; not always homogeneous. Amorphous. Soft and friable. G. = 2·3–2·8. Luster dull. Color bright apple-green, pale green to nearly white. Index, 1·59. In part unctuous; sometimes adheres to the tongue. Occurs in serpentine rock near Noumea, capital of New Caledonia, associated with chromic iron and steatite, where it is extensively mined. A similar ore occurs at Riddle in Douglas County, southern Oregon; also at Webster, Jackson Co., North Carolina. Reported also from the Transvaal in South Africa and from Madagascar. A nickel silicate found in peat in the Ural Mts. has been called *kerzinite.*

Nepouite. $3(Ni,Mg)O.2SiO_2.2H_2O$. Monoclinic. In microscopic crystal plates with hexagonal outline. Good cleavages; ‖ (001) and (010). H. = 2–2·5. G. = 2·5–3·2. Color pale to deep green. Optically −. Ax. pl. ‖ (010). $X \perp$ (001). 2V very small. Indices vary with nickel content; 1·53–1·63. Occurs in the nickel deposits at Nepoui and elsewhere in New Caledonia.

Connarite. — A hydrous nickel silicate, perhaps $H_4Ni_2Si_3O_{10}$. Hexagonal. In small fragile grains. Perfect cleavage (0001). H. = 2·5–3. G. = 2·5. Color yellowish green. Optically −. $\omega = 1{\cdot}59$, $\epsilon = 1{\cdot}56$. From Röttis, north of Plauen in Saxony.

Maufite. Essentially an aluminum, nickel silicate, perhaps $(Mg,Ni,Fe)O.2Al_2O_3.3SiO_2.4H_2O$. In fibrous-like sheaves. Emerald-green color. H. = 3. G. = 2·27. Found in a small seam in serpentine near Umvukwe Geodetic Station, Umvukwe Mts., southern Rhodesia.

TALC.

Orthorhombic or monoclinic. Rarely in tabular crystals, hexagonal or rhombic with prismatic angle of 60°. Usually foliated massive; sometimes in globular and stellated groups; also granular massive, coarse or fine; fibrous (pseudomorphous); also compact or cryptocrystalline.

Cleavage: basal, perfect. Sectile. Flexible in thin laminæ, but not elastic. Percussion-figure a six-rayed star, as with the micas. Feel greasy. H. = 1–1·5. G. = 2·7–2·8. Luster pearly on cleavage surface. Color

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apple-green to white, or silvery white; also greenish gray and dark green, sometimes bright green perpendicular to cleavage surface, and brown and less translucent at right angles to this direction; brownish to blackish green and reddish when impure. Streak usually white; of dark green varieties lighter than the color. Subtransparent to translucent. Optically negative. Ax. pl. $\parallel a(100)$. $X \perp c(001)$. Axial angle small, variable. Indices approx.; $\alpha = 1{\cdot}539$. $\beta = 1{\cdot}589$. $\gamma = 1{\cdot}589$.

Var. — *Foliated, Talc.* Consists of folia, usually easily separated, having a greasy feel, and presenting ordinarily light green, greenish white, and white colors. G. = 2·55–2·78.

Massive, Steatite or *Soapstone.* *a.* Coarse granular, grayish green, and brownish gray in color; H. = 1–2·5. *Pot-stone* is ordinary soapstone, more or less impure. *b.* Fine granular or cryptocrystalline, and soft enough to be used as chalk; as the *French chalk*, which is milk-white with a pearly luster. *c. Indurated talc.* An impure slaty talc, harder than ordinary talc.

Pseudomorphous. *a.* Fibrous, fine to coarse, altered from enstatite and tremolite. *b. Rensselaerite*, having the form of pyroxene from northern New York and Canada.

A peculiar form of clay which swells when wet, found at the Hacienda Santa Lucia near Mexico City, Mexico, and which corresponds in composition to a hydrated talc has been called *lucianite.*

Comp. — An acid metasilicate of magnesium, $H_2Mg_3(SiO_3)_4$ or $H_2O.3MgO.4SiO_2$ = Silica 63·5, magnesia 31·7, water 4·8 = 100. One-half the water is lost below dull red heat; the remainder goes off rapidly at about 900° C. Nickel is sometimes present in small amount.

Talc shows variations in composition, especially in the water content. A part of the water can be driven off by heat without any change in the crystalline or optical characters, suggesting that some of the water present is out of the crystal structure.

Pyr., etc. — In the closed tube B.B., when intensely ignited, most varieties yield water. In the platinum forceps whitens, exfoliates, and fuses with difficulty on the thin edges to a white enamel. Moistened with cobalt solution, assumes on ignition a pale red color. Not decomposed by acids. Rensselaerite is decomposed by concentrated sulphuric acid.

Diff. — Characterised by extreme softness, soapy feel; common foliated structure; pearly luster; it is flexible but inelastic. Yields water only on intense ignition.

Obs. — Talc or steatite is a very common mineral of secondary origin, and in the form of steatite constitutes extensive beds in some regions. It is often associated with serpentine, talcose or chloritic schist, and dolomite, and frequently contains crystals of dolomite, breunnerite, also asbestus, actinolite, tourmaline, magnetite. It has been formed by the alteration of non-aluminous magnesian silicates, like chrysolite, hypersthene, pyroxene, amphibole, etc. It is very common in pseudomorphs; see above.

Only a few of the most important localities for the occurrence of talc are given. Apple-green talc occurs at Mt. Greiner in the Zillertal, Austrian Tyrol; in Switzerland at St. Gotthard in Ticino and at Fiesch, etc., in Valais. Steatite comes from Göpfersgrün near Wunsiedel, Bavaria. From near Lizard Head in Cornwall with serpentine; from the Shetland Islands. In the Transvaal in the Barberton district. Steatite occurs in large amounts in India and China.

In the United States at various points in Vermont, New Hampshire, and Massachusetts. From Smithfield, Providence Co., Rhode Island; in New York at Edwards a fine fibrous talc (*agalite*); and elsewhere in St. Lawrence Co.; the so-called *rensselaerite* is common in northern New York. In Pennsylvania in Chester, Delaware, and Lancaster counties. In Maryland at Cooptown, Harford Co., with green, blue, and rose colors. Steatite occurs in Cherokee Co., North Carolina. In Canada talc and steatite are found in Brome Co., and elsewhere in Quebec and in Hastings Co., etc., in Ontario.

Use. — In the form of soapstone used for wash tubs, sinks, table tops, switchboards, hearth stones, furnace linings, etc.; the tips of gas burners, tailors' chalk, slate pencils, carved ornaments, etc.; in powdered form as filler in papers, as a lubricant, in toilet powders, etc.

Gavite is apparently a variety of talc, differing in the amount of water present and in its solubility in acids. From Gava valley, Italy, occurring as a coating on garnet, chlorite, titanite, etc.

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SEPIOLITE. Meerschaum.

Compact, with a smooth feel, and fine earthy texture, or clay-like. Microscopically is shown to be a mixture of fine fibrous material and an amorphous substance of apparently the same composition. The mixture forms the variety *meerschaum*. The fibrous mineral has been called *α-sepiolite* or *parasepiolite*; the amorphous material has been called *β-sepiolite*. H. = 2–2·5. G. = 2. Impressible by the finger nail. In dry masses floats on water. Color grayish white, white, or with a faint yellowish or reddish tinge, bluish green. Opaque. Biaxial, −. Indices, 1·52–1·53. 2V usually very small. *Parasepiolite* has a lower refraction index ($\beta = 1{\cdot}506$), $2V = 50°$.

Comp. — $H_4Mg_2Si_3O_{10}$ or $2H_2O.2MgO.3SiO_2$ = Silica 60·8, magnesia 27·1, water 12·1 = 100. Some analyses show more water, which is probably to be regarded as hygroscopic. Copper and nickel may replace part of the magnesium.

Pyr., etc. — In the closed tube yields first hygroscopic moisture, and at a higher temperature gives much water and a burnt smell. B.B. some varieties blacken, then burn white, and fuse with difficulty on the thin edges. With cobalt solution a pink color on ignition. Decomposed by hydrochloric acid with separation of silica. *Parasepiolite* gelatinizes with acid.

Obs. — Commonly found as a secondary mineral in connection with serpentine; also with magnesite and at times with opal. Occurs in Asia Minor, in masses in stratified earthy or alluvial deposits near Eski Shehr associated with magnesite. It is also found at Thebes in Bœotia, Greece, with opal and derived from serpentine. In Moravia of Czechoslovakia at Hrubschütz on the Iglawa north of Kronau. Formerly obtained from Morocco where it was used in place of soap and known as *Pierre de savon de Maroc*. In Spain at Vallecas southeast of Madrid. Found in the United States in Chester and Delaware counties, Pennsylvania; in New Mexico near Sapella, San Miguel Co., and in Grant Co.

A fibrous mineral, having the composition of sepiolite, occurs in Utah.

The word *meerschaum* is German for *sea-froth*, and alludes to its lightness and color. *Sepiolite* is from *σήπια, cuttlefish*, the bone of which is light and porous.

Spadaite. — Perhaps $MgSiO_3.H_2O$. Massive, amorphous. H. = 2·5. Fusible at 4. Color reddish. Optically −. Indices, 1·51–1·53. 2V small. From Capo di Bove, near Rome, Italy. Noted at Gold Hill, Nevada.

SAPONITE. Piotine.

Monoclinic or orthorhombic. Commonly massive. In nodules, or filling cavities. Soft, like butter or cheese, but brittle on drying. G. = 2·24–2·30. Luster greasy. Color white, yellowish, grayish green, bluish, reddish. Does not adhere to the tongue. Biaxial, −. $X \perp$ to a cleavage; $Z \parallel$ elongation. $\alpha = 1{\cdot}479–1{\cdot}490$, $\beta = 1{\cdot}510–1{\cdot}525$, $\gamma = 1{\cdot}511–1{\cdot}527$. 2V small (optical description of material from Michigan).

Comp. — A hydrous silicate of magnesium and aluminum; the mineral is usually amorphous and impure. Material from Michigan gave: $9MgO.Al_2O_3.10SiO_2.15–16H_2O$.

Pyr., etc. — B.B. gives out water very readily and blackens; thin splinters fuse with difficulty on the edge. Decomposed by sulphuric acid.

Obs. — Saponite characteristically occurs in the amygdaloidal openings of basic eruptive rocks, associated with calcite, zeolites, etc. It is commonly one of the last minerals to crystallize and apparently has been formed through the alteration of some magnesium silicate. Occurs at Lizard Head in Cornwall, in veins in serpentine; at various localities in Scotland; *bowlingite* is from near Bowling in Dumbarton, and *cathkinite* from the Cathkin Hills, near Glasgow. In Sweden at Svärdsjö in Kopparberg northeast of Falun (*piotine* and *saponite*). In the United States it occurs with the copper deposits of Keweenaw Peninsula, Michigan, and in Minnesota in amygdaloid on the north shore of Lake Superior (*thulite*), and in the Thunder Bay district of Ontario, Canada. Also occurs on St. George Island off the north shore of Prince Edward Island.

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Saponite is from *sapo, soap;* and piotine from πιοτης, *fat.*

Lassallite. Composition perhaps $3MgO.2Al_2O_3.12SiO_2.8H_2O$. In snow-white fibrous masses. G. = 1·5. In France from the antimony mine at Meyssonial en Mercœur in Haute-Loire and at Can Pey near Arles-sur-Tech, Pyrénées-Orientales.

Iddingsite. — $MgO.Fe_2O_3.3SiO_2.4H_2O$. Orthorhombic. Foliated. Three pinacoidal cleavages. H. = 3. G. = 2·5–2·8. Color brown. Optically −, sometimes +. Ax. pl. ‖ (010). $X = a$ axis. Indices very variable, from 1·608 to 1·765. Strong dispersion, $\rho < \upsilon$. Occurs as an alteration product of chrysolite at Carmelo Bay, Monterey Co., California; from a number of localities in Colorado, etc. Minerals identical with or closely resembling iddingsite have been noted as alteration products of chrysolite in the basalts of Traversa and Orossi, Sardinia, and have been given the names *traversite* and *orossite.*

Celadonite. — A silicate of iron, magnesium and potassium. Earthy or in minute scales. Lamellar or fibrous. Perfect cleavage. Very soft. Color green. Optically −, 2V small. $\beta = 1{\cdot}63$. From cavities in amygdaloid at Mte. Baldo near Verona, Venetia, Italy. Also from the Zillertal, Tyrol, Austria.

Glauconite. — Essentially a hydrous silicate of iron and potassium. Shows a considerable variation in composition and probably occurs in both colloidal and crystalline forms. Usually amorphous, and resembling earthy chlorite. Noted in small crystal grains in a dolomite from near Bonneterre, St. Francis Co., Missouri. Micaceous cleavage. Optically −. X nearly normal to cleavage. Indices, 1·60–1·63. $2V = 0°$–$20°$. Color dull green. Occurs in rocks of nearly all geological ages; abundant in the "green sand," of the Chalk formation, sometimes constituting 75 to 90 per cent of the whole. Found abundantly in ocean sediments near the continental shores. It has been considered to have been formed by the alteration of augite, hornblende, mica, etc. A manganese glauconite from the Marsjat forest, Ural Mts., has been called *marsjatskite. Greenalite* is a green hydrated ferrous silicate found as granules in the cherty rock associated with iron ores of the Mesabi district, Minnesota. Resembles glauconite but contains no potash.

Pholidolite. — Corresponds approximately to $K_2O.12(Fe,Mg)O.Al_2O_3.13SiO_2.5H_2O$. Monoclinic. In minute pseudo-hexagonal crystalline scales. Perfect cleavage (001). H. = 4. G. = 2·408. Color grayish yellow. Optically −. $X \perp$ (001). Indices 1·60–1·545. 2V small. From Taberg in Vermland, Sweden, with garnet, diopside, etc.

IV. KAOLIN DIVISION

KAOLIN MINERALS: KAOLINITE, NACRITE, DICKITE.

Monoclinic; in thin rhombic, rhomboidal or hexagonal scales or plates with angles of 60° and 120°. Usually constituting a clay-like mass, either compact, friable or mealy.

Cleavage: basal, perfect. Flexible, inelastic. H. = 2–2·5. G. = 2·6–2·63. Luster of plates, pearly; of mass, pearly to dull earthy. Color white, grayish white, yellowish, sometimes brownish, bluish or reddish. Scales transparent to translucent; usually unctuous and plastic.

The study of minerals commonly included under the name of kaolin shows three species with different optical characters. The suggested separation is into *nacrite* (from near Freiberg, Saxony), *dickite* (from island of Anglesey, Wales, and Red Mountain, near Ouray, Colorado), and *kaolinite.* All are monoclinic. Optical axial plane, ⊥ (010) and nearly ‖ (100). Indices $\alpha = 1{\cdot}557$–$1{\cdot}561$, $\beta = 1{\cdot}562$–$1{\cdot}565$, $\gamma = 1{\cdot}563$–$1{\cdot}566$. *Nacrite* and *dickite* are nearly or quite transparent and in tabular crystals. *Kaolinite* is translucent to opaque and in crystals elongated parallel to c axis. *Nacrite* is usually optically −, rarely +; *dickite* is +; *kaolinite* −. $Z = b$ axis in all three. The angle between X and the normal to (001) = 10° to 12° in *nacrite*, 15° to 20° in *dickite*, 1° to 3½° in *kaolinite.* Dispersion $\rho > \upsilon$, rarely $\rho < \upsilon$ in *nacrite*; $\rho < \upsilon$ in *dickite*; $\rho > \upsilon$ in *kaolinite. Kaolinite* absorbs dyes readily becoming pleochroic; the other two do not show this. Study by X-rays shows distinctly different molecular spacings in the three cases.

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EXHIBIT 128

Bulletin of the Subalpine Mining Association – Year III No. 3-4 September – December 1966

GEOLOGY AND GENESIS OF THE TALC DEPOSITS IN THE PINEROLESE ([1])

Luigi Peretti

1 – *Purpose of the note*

The talc extracted from the mines of the Cottian Piedmontaine Alps (the so-called "Pinerolese" [Pinerolo] region)—more precisely: the "white talc" variety that constitutes a good part of the production—presents specific natural characteristics that confer on the commercial product the known and particularly appreciated application requirements.

Such constitution characteristics and mineralogical structure distinguish it from the talcose-chloritic schists of the other Alpine deposits of discrete entities (Lanzo Valleys, Aosta Valley, Malenco Valley, Aurine Alps), from the steatites of the Northern Appennines, from the granular talc texture ("massive") of the Sardinian deposits, etc. But even more clearly the geological characteristics differentiate the deposits.

In this note, using also the results of the site reconnaissance, over decades, and the respective laboratory determinations, the A (Assoc). intends to demonstrate and to coordinate some factual data of a geologic nature (*l.s.),* that appear particularly significant from the sedimentary point of view.

[1] Text, revised and incorporated, from the communication to the Subalpine Mining association during the visit to the Fontane Mine of Company- VAL CHISONE TALC AND GRAPHITE, performed on June 25 th 1966. At such a time the A (Assoc.), recalling its apprenticeship of student engineers, who completed mining in the mines of the Company some forty years ago, renewed to the President, Ms. A. VILLA PREVER. the Central Manager, Eng. P. SARTORIO, and the Director of Mining, geod. GATTI, their thanks for the traditional, generous donation of hospitality, of information, of study materials to the Mining Section of the Turin Polytechnic.

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Next to the contact with the surrounding rocks the dolomitic limestone transforms, to thin beds or to limited lenses, in a microgranular calciphyre with actinolite or to ferriferous epidote or to garnet, with albite and pyrites; or it includes interbeddings lastroids of calcareous schist with quartz, muscovite, chlorite.

The continuity of this dolomitic limestone horizon —still evident, despite the upheavals caused by the Alpine orogenesis, among the terms of the upper "Dora-Maira" series, a few hundred meters underlying the base of the calcareous schists formation —much more regular than appears in the official geologic map, its probable unity, the relative uniformity of lithomineralogical features confer on it an unequivocal stratigraphical significance to the origin, although not yet defined within narrow chronological limits.

5 - *The talc mineralization*

Among the others mineral (quartz, muscovite, amphiboles, etc.) accidentally disseminated in the calcite-dolomite aggregate, without more diffuse and abundant comparison, dispersed or concentrated in homogeneous assemblies of considerable dimensions, the talc characterizes the formation of the dolomitic limestones in the Val Sangone-Val Pellice sector, therefore also designates, correctly, the formation "of limestones with talc"[30].

Only apparently some data in fact seems to contradict to the norm of the local limestone-talc association:

- the absence of the talc mineralization, on a discrete scale, on the edges of the very same bank of dolomitic limestones outcropping outside the Sangone Valley - Pellice Valley sector. *The sharp topographical delimitation of the mineralization is in turn specifically a factual guiding element for the interpretation of the mineralization genesis itself;*

- the sporadic presence of talc in some places surrounding the Cottian Alps, as accessory mineral within other rocks (quarzites, greenstones, etc.) of the "Dora-Maira massif" or of the other Alpine overlaps. This is entirely normal, involving multigenic mineral species and frequent within the epizonal metamorphism. On the other hand the total absence of the talc deserves to be signaled in the numerous, broad dolomitic limestone lenses and interbedded dolomite in the calcareous schists formations, not too far from the deposits in question.

The strict one-to-one interdependence relationship between the dolomitic limestones and the talc mineralization has been for some time the recognized norm, which directed the quarrymen in their mining searches.

Nevertheless the generality and the geologic value of such a relationship was only explicitly affirmed by **E. GRILL [20]** in his last monograph study.

The "white" talc it is identified by its chemical composition with the stoichiometrically defined mineral species. The discrete discrepancies found in the analyses of lithologic or mining samples [8], [22] are related in large part to the presence in the rock or in the bulk of small quantities of accessory minerals.

In the same deposit as the most common white-milky variety, with finely felty-flaky aggregate texture, rather anisotropic, without definite rules of distribution, are associated with a variety of creamy-white lamellar texture of large, subparallel crystalline individuals, markedly schistose and with bright pearly luster and a great deal less common variety of greenish–white or ivory-white, with distinct fatty shine, with microgranular texture, isotropic ("massive") steatite type *str.s.*: the chemical composition of this latter would coincide with the theoretical one of talc: in the others the ratios differ somewhat
H_2O MgO: SiO_2. [38].

In the mineralized bodies of the Pinerolese deposits, essentially constituted by the talc in the different structural varieties cited above, are accessory minerals, as isolated crystalline individuals or in aggregated groups, at times diffused over considerable volumes, other times almost completely absent throughout one productive mineralized body, in order of decreasing average frequency:

- calcium and magnesium carbonate: a great deal more frequent in dolomite, in great simple rhombohedric crystals, or in spathic ones joined together with talc, with ill-defined contours and with some individual partially free geodes; less frequently calcite; exceptionally magnesite, sometimes slightly ferriferous, already repeatedly indicated [13], [14], [30] and recently found again by A. at. Fontane in clear isolated crystals (1011), gray, of around 1 cm. on edge;
- chlorites, for the most part nevertheless aggregated in separate edges of chlorite-schists ("grey talc ":see further on);
- pyrites: in crystal disseminations with various guises and characteristic (§ 8), also of large sizes, more abundant in a few zones of some districts (Maniglia Mine; level 1400 in the Fontane Nuova Mine, etc.); on the oxidation of pyrite they are imbued with the rare pigmentations of ochraceous limonite (fig. 2);
- amphiboles of the tremolite-actinolite series, in acicular isolated crystals, but close and iso-oriented or radiating;

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as a rule stratigraphically concordant with the stratification joints of the limestone—where it is perceptible—or with the schistose joints of the surrounding rocks (fig. 4). Elsewhere the unconformity contact may be very clearly present and the contact assumes for this a "mechanical" nature: this is after all the rule for secondary veins, that depart from the main one by filling with variously oriented lithoclases.

7 – Inclusions in the talc concentrations

One aspect completely particular to the talc mineralization is the constant and regular presence in the mineralized bodies, of clearly delimited small masses (inclusions or "kidneystones") of various lithological kinds. The phenomenon seems to take on unusual and even fundamental interest from the sedimentological point of view[3].

Consequently it does not seem out of place at this time to list the different lithological types represented in the inclusions.

Always isolated and clearly delimited among the talc that tenaciously takes on smooth surfaces, the inclusion generally have ellipsoidal shape and dimensions varying from a few millimeters to over
1 m of average diameter.

They are constituted from aggregate minerals, not always present locally in the surrounding rocks; in order of frequency:

- Dolomite of phenocrystalline spathic texture, or with smaller saccharoidal structure,. under the microscope: tile structures with large crystals of dolomite (up to 4 cm. in length) not geminate, with clear traces of undeformed cleavage; mineral accessories: calcite and talc;

- idem, with more hyaline quartz in various proportions, distributed according to distinguished zones; under the microscope the crystals show extinction regions, not undulated. Accessories: pyrites in idiomorphic crystals, talc, actinolite. Sometimes the inclusion nucleus, of quartzose-dolomitic nature has an external shell in which talc and pyrites abound;

— quarzite (probably hydrothermal) with microgranular- texture

[3] At the end of 1913 the keenest researcher on the matter, A. ROCCATI [381. mentioning the quartzose inclusions in the talc of the Grange Subiaschi mine, affirmed: "I believe that these masses have to have considerable importance for the topics inherent to the genesis of the talc deposits and I have the intention to return to them in a later work". The intention was not kept and the following Authors, also reporting new data on the matter, neglected to discuss its sedimentological significance.

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with irregular leptoclases. Under the microscope the quartz appears almost exclusively constituted of large individuals of subpolygonal contours, with non undulated extinction regions, free of microinclusions and microfractures. Very scarce interposed accessories: talc in exiled small flakes, granules of dolomite;

- calciphyre of spathic texture, variegated crystalloblastic structure; constituents essentially: dolomite, amphibole (tremolite-actinolite) in acicular idiomorphic crystals; albite, talc, quartz, zoisite accessories;

- calciphyre in elongated and indistinct zones, white and slightly greenish. Structure and composition as above, with sorting into alternate bands of the carbonate mineral crystals and the clear amphibole;

- amphibolite with bacillar-radial texture, with tremolite-actinolite crystals or tremolite; these latter terminating sometimes in clumps of rigid asbestoid fibers, with silky brightness. Sometimes inside the inclusion is a nucleus of spathic dolomite; etc.

In every deposit, topographically defined—and sometimes in the different districts of the same deposit —more frequently appear one (or more) of the lithologic types of inclusions listed above, while others may be completely missing. (Such as, for example missing quarzitic inclusions in the deposits of the Sangone Valley [30]).

In addition to the inclusions it is quite normal (to find), especially where the talc vein reaches the greatest thickness, *interclusions* of isolated edges from the surrounding rocks, still with lenticular configuration, also of discrete or relevant dimensions (from thin to some meters, according to the deposition of the bank). More frequently, in some repeated cases, next to the elements of a tectonic breccia where the talc constitutes the cement, are interclusions of talc-chloritic schists (the "gray talc", already reported); less commons: variety of amphibolites and prasinite, and also chloritic micaschists ("black kidneys stones") or muscovitic.. No occurrence has been found among interclusions of any edges of glandular or lenticular gneiss.

The proportion of inclusions (*/.s.)* in the talcose assemblies is extremely variable from point to point: such nevertheless (may be assessed, in broad measure, at around 30%) as required—after the extraction of the mineral in the subsurface, the largest heterogeneous interclusions have already been discarded from the bulk —the elimination of the inclusions (from a couple to about twenty centimeters of average diameter) through manual selection. The smaller inclusions, milled together with the talc, then determine the slight discrepancy between the market chemical composition and that of pure talc.

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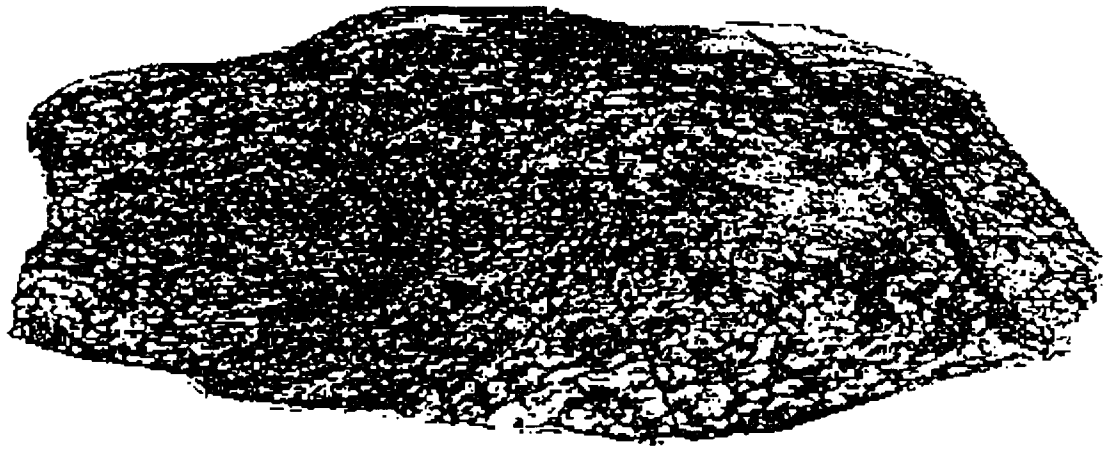

Fig. 9 – *Inclusion in the talc, constituted by biotitic micaschist with muscovite and actinolite, with lenticellular texture; the schistose joints adjust to the discoidal contour of the inclusion.* (Natural size; polished section; white light); Fontane Mine, Gianna level.

differentiated in comparison to the surrounding rocks, it may have been transported, from the effect of extrusion and dislocation, also at discrete distance from the original position, resulting in such case accidental contiguity relationships with the surrounding rocks. More logically with the hypothesis of a complete transformation of the dolomitic limestone into talc, could be interpreted as the effect of differentiated dislocation as well as the site, anomalous distancing of the calcareous bank from the talcose vein or the absence of limestone within it.[4]

In turn the geomechanical reaction of the relatively rigid dolomitic limestone, to the orogenetic stresses, with formation of lithoclases, faults, breccias — the greater part subsequently completely fused again —

[4] An analogous geomechanical behavior would seem natural—and consequently analogous structures *(l. s.)* —of the talc masses and the graphite masses (other "tectonic lubricants"), inclusive between more rigid rocks, during the orogenetic displacements.

Between the layers of talc and those of graphite not very distant, in the Pinerolese, subsist nevertheless considerable structural gaps:

- The configuration of the graphitose masses, originally stratiform, but involved completely in the Hercynian orogenesis, is much too irregular and uneven for the talcose masses to be considered therefore of rather more recent origin and subject only to the Alpine orogenesis;
- The abundance of the various heterogeneous inclusions within the talcose assemblies in comparison to the argillitic, syngenetic divisions, in the carbon fossils and in the graphites derived from them, could be explained with a greater "viscosity" of the talc, that would be removed more easily and would transport edges of the salbands, or with the residual autochtonous origin, (unlikely) of a good part of the inclusions: the problem is still unresolved.

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would have located and facilitated the percolation and the mineralizing action of the hydrothermal transport.

9-The Fontane deposit

The greatest concentrations of talc have been subject to mining in many places: Martinetto and Grand Camp in Sangone Valley —then inexplicably ignored in the geomining literature after the indication in 1929 [30]—; Colle della Rosa in Chisone Valley; Maniglia, Malzé, Massello, Fontane, Crosetto, Malzas, La Fracia, Pleiné, Sapetlé, Envie and other smaller ones in Germanasca Valley; Grange Subiaschi in Pellice Valley (fig. 1).

Among the mines already contemporaneously active a few decades ago, the most part are grouped into the concessions of the **Co. TALC & GRAPHITE CHISONE VALLEY,** those with mineralized bodies of modest overall dimensions, or veins on average of very reduced thickness, the most accessible districts have been depleted and were therefore subsequently abandoned, despite the progress of the technical extractions, or perhaps because of them.

Currently the activity tends to centralize the industrial mining (exploration, tracing, connections, production) in the Fontane deposit, the best known also from the petrographic and mineralogical point of view from the studies of **E. GRILL** and his School (already quoted and which are referenced), and of great length and the most significant size. In the part explored and mined for a long time on the left of the Germanasca Valley, the talc "stratum", with average thickness of some few meters, develops continuously between 1000 and 1500 m.a.s.l. for around 1.5 Km in the sense of the stratimetric direction, NNW-SSE, and for around 1 Km in the dip direction, toward WSW, the dip increasing in the lower levels, from 15° to 30°

Limited by the outcrops today toward the SE and sterile rock to the NW, the bank of the old mine extends then, on the right of the deep cutting of the Germanasca Valley, over an area of at least several tens of hectares, systematically verified through boreholes, and in the last years explored with galleries of first tracing, along which the excavation is also begun

The geomining characteristic of this mineralized body, that from the technical point of view may be considered a new large deposit ("Nuova Fontane" or Crosetto Mine), up until now has not been reported in the scientific and technical literature.

It is then news these days of the discovery, through boreholes,

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of the continuance of the Fontane "bank" also from the SW side, up slope from the Pietra Spaccata narrowing under level 1100, with preliminary indications of relevant thickness and presumably, fruitful yield.

The global cubic content of the mineral still extractable in the districts explored up till now of the entire district of Fontaine-Crosetto varies between 1.5 and 2 million m^3. The huge reserve will be increased considerably with the further development of the exploration work.

10 - *Guideline considerations for the genetic interpretation of the deposits*

The formation of the dolomitic limestones in the upper "Dora-Maira" series is developing in the subsurface much beyond the farthest points reached with the boreholes or with the mine galleries. Consequently it appears obvious that, in the mineralized Sangone Valley - Pellice Valley sector, also the talc concentrations of mining value are distributed as a statistical rule in the still unexplored areas of the formation.

In the past up to today the search for mineralized bodies and their exploration has been conducted on the limestone horizons almost casually based on empirical standards. However, neither would an indicative geophysical prospecting now be effective, from the specific physical characteristics of the mineralization.

An orientation, even though generic, through the exploration could provide the *secure knowledge of the genetic and evolutionary processes of the deposits* instead, until now anything but acquired. The different Authors have avoided taking a position on the matter, or they are restricted to largely inductive affirmations, in some case almost uncontestable, on the basis of particular petrographic-mineralogical observations or abstract chemical-minerogenetic formulations

The natural determining factors in a region so geologically complex in the case in point are so numerous that is not possible to exhaust briefly the casuistry of their mutual influences. An interpretation rather more adherent to reality may be attempted, taking into account the general considerations, especially those of geological nature *str. s.*, time over time emphasized in the preceding paragraph, and that are recalled here, summarizing it:

- the interdependent, one-to-one and exclusive relationship, between dolomitic limestones of upper "Dora-Maira" series and. the talc concentrations;
- the continuity, the (probable) unity, the uniform constitution of the horizon of such limestones, that assigns to it a stratigraphically definite position.

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AFFIDAVIT

Of Accuracy

This is certify that the attached document, consisting of 22 pages in ITALIAN regarding an Article by Luigi Peretti concerning the Italian Talc Mining Industry, has been translated into ENGLISH by:

Dr. John Rock

a professional translator of ITALIAN:
with 20 (twenty) years experience, and holding American Translation Association language certification.

To the best of my knowledge this represents a faithful and accurate rendering in English of the original document in Italian.

Signature

John Rock (Dr.)
ATA # 5703
April 16th, 2013
Energia Translators
P.O. Box 1584
Hollywood S.C. 29449

Notary Public
Shontair Brooks April 17th, 2013

My commission expires on My Commission Expires April 17, 20____

SHONTAIR BROOKS NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT 134

Webber Environmental Health Consulting, LLC
DOBS-16: Updated Cosmetic Talc Report

July 11, 2022

Dean, Omar Branham Shirley, LLP
302 Market St., Suite 300
Dallas, Texas 75202

Attn: Mark Buha, Esq.

I. Introduction

Mark J. Buha, Esq. of Dean Omar Branham Shirley, LLP asked that I update my report (DOB-12) of August 13, 2021. This updated report relies on documents that Mr. Buha provided, documents that I have discovered since my initial report, and opinions that I have formed since then.

II. Background

I obtained a Bachelor of Science degree from Wheaton College in 1971, a Master of Science degree in Zoology from Michigan State University in 1974, and a Ph.D. from the School of Public Health at the State University of New York at Albany in 1999. The Ph.D. was based on my dissertation *A Paleolimnological Reconstruction of Airborne Asbestos Concentrations in the Fibrous-Talc Region of St. Lawrence County, New York, from 1872 to 1998*, upon which was conferred the Distinguished Dissertation Award by the School of Public Health.

In 1979, after four years of working in the private sector as an environmental biologist, I was hired as a Research Scientist by the New York State Department of Health (NYSDOH) to start its Asbestos Laboratory. My primary responsibility during my early years with the NYSDOH was development of analytical procedures for routine and non-routine analyses of environmental samples for asbestos. I instituted quality-assurance procedures to optimize analytical precision and accuracy and to ensure comprehensive documentation. I was the first to synthesize weight-formulated bulk samples for quality-control testing, a procedure that was later utilized at the U.S. federal level. I developed the stratified point-count method that retains accuracy of the EPA point-count method at the critical low concentrations yet can yield more than a ten-fold reduction in analytical effort. I supervised the analyses of thousands of samples received for asbestos analysis by polarized-light microscopy with dispersion staining (PLM-DS), transmission electron microscopy (TEM), and phase-contrast light microscopy (PCM). In the mid-1980s my duties expanded to include development of an asbestos laboratory accreditation program for incorporation into NYSDOH's Environmental Laboratory Approval Program (ELAP). Here I evaluated and defined analytical procedures mandated for use in ELAP and inaugurated a proficiency-testing (PT) program for determining the analytical quality of more than one hundred asbestos laboratories around the United

my tenure on the EPA Science Advisory Board's evaluation of the impact of Libby amphibole asbestos fibers on public health.

I have appeared once as an expert witness for the Department of Justice in a laboratory fraud case and have appeared before juries in eight civil cases for plaintiffs.

A copy of my curriculum vitae is attached as Appendix A.

My billing fee is $500 per hour. Opinions expressed in this report are based on my education, training, and experience as an environmental health scientist, upon my review of the analytical data and documents related to this subject, and upon my review of the pertinent scientific literature. My opinions are stated within a reasonable degree of scientific certainty. The documents referenced and relied upon in this report are not exhaustive and are the type of documents that scientists in my field routinely rely on to provide context, data, or support for the topics discussed in this report. I reserve the right to revise this report and any opinions as additional documents, publications, and/or testimony become available.

III. Asbestos and Its Analysis

III.A. Definitions and Terminology

“Asbestos” is a term that lacks mineralogical precision (NIOSH 2011), with many definitions. In general, asbestos is a commercial term applied to hydroxylated silicate minerals that form in a fibrous morphology in nature. Commercially valuable asbestos is typified by long flexible fibers that have great tensile strength and resistance to chemical and thermal decomposition. The U.S. federal government in the early 1970’s defined asbestos as six minerals: chrysotile (fibrous serpentine), amosite (fibrous cummingtonite-grunerite), crocidolite (fibrous riebeckite), fibrous anthophyllite, fibrous actinolite, and fibrous tremolite. In the decades that have passed since those initial promulgations of asbestos, studies have shown that a revision of the definitions is needed to consider other fibrous minerals that have produced negative health effects (NIOSH 2011).

Case et al. (2011) provide a helpful summary: “The inadequate and incomplete definition of “asbestos” has resulted, as noted by an IARC Consensus panel, in “taxonomic confusion and lack of standardized operating definitions for fibers.” “‘Asbestos’ is often inappropriately used as a generic, homogeneous rubric, and even when an asbestos fiber type is specified, its source is rarely stated” (Kane et al., 1996). Mineral fibers, which are grouped under the rubric, have been divided in many ways, but two are most common: regulatory definitions and mineralogical definitions. Regrettably, neither of these definitions corresponds to the common understanding of what “asbestos” is to most observers, and to some degree, these two approaches sometimes contradict one another.”

III.B. Analytical Methods

X-ray diffraction (XRD) determines the crystalline structure of minerals by measuring the diffraction angles of an x-ray beam that has passed through the mineral. This method yields weight percentages of different minerals, typically

with a detection limit between 0.1% and 1%. While it can identify amphibole minerals, it cannot determine if the mineral identified is fibrous or not. Hence XRD alone is not reliable for asbestos detection or identification.

Infrared spectroscopy (IR) determines a molecule's identity by the absorption of specific wavelengths of the infrared spectrum as the infrared light passes through a material. IR is not very sensitive and, like XRD, cannot determine if molecules detected are fibrous or not. Hence it is not a reliable method for asbestos identification.

Phase-contrast microscopy (PCM) has been used for more than a half century to count airborne fibers in areas suspected to contain asbestos. PCM is operated at a magnification of 400X, where fibers longer than 5 micrometers and with aspect ratios greater than 3 are counted. PCM provides a quick analysis and has data extending back a half century. However, there are serious shortcomings with PCM. It cannot positively identify asbestos because it cannot determine all critical optical properties, it cannot resolve fibers thinner than approximately 0.2 micrometer, and it ignores fibers shorter than 5 micrometers.

Polarized-light microscopy with dispersion staining (PLM-DS) is typically used to identify asbestos in bulk materials such as fireproofing. When an asbestos type is mounted in a matching refractive-index liquid, the critical optical properties of that type of asbestos can be determined. These include morphology, refractive indices parallel and perpendicular to the fiber length, birefringence, sign of elongation, and extinction angle. PLM analysis typically permits quick turnaround, is inexpensive, and has good sensitivity at the EPA federal action level of 1%. However, it cannot resolve and identify fibers much narrower than 1 micrometer, it is imprecise at concentrations near the federal action limit of 1%, and it tends to be subjective in its quantitation. Point counting has typically been more precise and accurate than equivalent visual-estimation methods (Webber et al., 1990a; Webber et al., 1997).

Characterization of morphology is controversial, however, even in EPA protocols. The only promulgated EPA method (EPA 1982) for bulk sample identification describes asbestos fibers as those that have aspect ratios (length divided by width) greater than 3:1Analysis of asbestos by PLM-DS is limited by its resolution, not allowing positive identification of fibers much narrower than 1 micrometer. This limits the reliability of PLM-DS in detecting asbestos at trace concentrations.

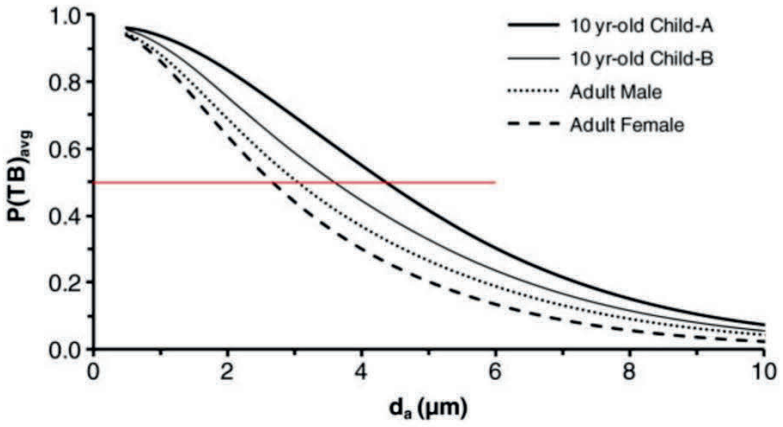
Transmission electron microscopy (TEM) is used to analyze asbestos in air, water, and bulk materials. TEM can resolve even the thinnest asbestos fiber (<0.02 micrometer), can determine chemical composition with energy-dispersive x-ray spectroscopy (EDX), and can determine crystal structure with selected-area electron diffraction (SAED). The disadvantage of TEM is its small subsample size. In the past few decades, as emphasis has shifted from characterizing commercially valuable asbestos ores to evaluating asbestos hazards in the air, analytical focus has shifted toward TEM because of its ability to detect and identify the thinnest fibers.

Because TEM is typically used for identification of single fibers or bundles, analytical protocols rely on aspect ratios of either 3:1 or 5:1 rather than fiber population characteristics used for commercial asbestos. Only TEM can detect and identify the thin asbestos fibers that are the greatest health hazard and as such, it is the necessary final step to confirm the absence of asbestos. Finally, TEM analysis produces fiber counts, the only relevant metric for health consideration. Percent weight can be calculated from TEM data, but weight is never used for calculation of risk and can be deceptive, as described later in this document.

By the 1970's, TEM was already established as a reliable method for asbestos identification. McCrone Associates, the laboratory selected by several cosmetic talc producers to analyze their products (as discussed below), was already using TEM for definitive asbestos analysis. An article by McCrone and Stewart (1974) describes the advantages of TEM for asbestos analysis and states that the TEM "only recently installed in our laboratory will undoubtedly be the ideal instrument for the detection and identification of very fine asbestos fibers

IV. The Importance of Fiber Dimensions

A human lung has approximately 480 million alveoli, each with a diameter of about 0.1 mm (Ochs et al., 2004). Exchange of gases (oxygen and carbon dioxide) takes place on the 80 square meters of cumulative surface area of these alveoli. To prevent this critical area from becoming clogged, the upper respiratory gauntlet intercepts particles on a mucociliary escalator, which then carries the particles for ejection through the pharynx into the esophagus. Fifty percent of particles with aerodynamic diameters of 2.5 micrometer can evade the upper respiratory gauntlet and reach the deep lungs of adults (Figure 1). Within the lungs, white blood cells, about 10 micrometers in size, can engulf the small particles and remove them from the lung.



Respirable fraction, i.e., particle penetration through the tracheobronchial region, $P(TB)_{avg}$, in adults and a 10 yr-old child. Data are daily averaged values for a median activity level, gradual augmenter breathing habit, and uncorrected for particle inhalability. Child-A and child-B are for a scaling factor of 1.0 and 1.26 in Equations 2 and 3, respectively. Horizontal red line highlights 50% penetration which occurs at 2.7 µm (adult female), 3.1 µm (adult male), 3.6 µm (child-B), and 4.4 µm (child-A).

Figure 1 Respirable size fractions (from Brown et al. 2013).

cleavage fragments and fibers, and were unable to distinguish between the two, (2) The most recent panel of experts to review asbestos risk assessment methods, the 2003 Peer Consultation Panel convened by EPA, concluded that "it is prudent at this time to conclude equivalent potency [of cleavage fragments and fibers] for cancer,"[2] (3) No well-designed animal or epidemiological studies have adequately tested the hypothesis that cleavage fragments with the same dimensions as a fiber are benign or that the human body makes any distinction, (4) Studies that purport to show that cleavage fragments are benign are questioned by many asbestos health experts, (5) There are no routine asbestos air analytical methods, including those used by EPA, NIOSH, the Mine Safety and Health Administration (MSHA), the American Society for Testing and Materials (ASTM), and ISO which differentiate between cleavage fragments and crystalline fibers on an individual fiber basis."

The French Agency for Food, Environmental and Occupational Health & Safety (ANSES 2015) takes the same position on the hazard of cleavage fragments: "In the light of the epidemiological studies, it is not possible to rule out a risk to health linked to exposure to cleavage fragments from the non-asbestiform species of the five regulated amphiboles;" and "There are currently no validated scientific toxicological data to confirm that cleavage fragments with the dimensional criteria laid down by the WHO for "fibre" (L > 5 µm; D < 3 µm and L:D > 3:1) are less toxic than their asbestiform counterparts."

The Finnish Institute of Occupational Health likewise supports this definition (Kahkonen, 2019): "An **asbestos fibre** is a fibre consisting of asbestos. Its length-to-thickness ratio is at the minimum 3:1. Asbestos fibres with a thickness of 3 micrometres or less and a length of 5 micrometres or more cause a risk of cancer and pulmonary diseases when inhaled, regardless of whether they have been formed as a result of a geological process metamorphism or in an industrial process, such as in mining operations [my underlining]. When assessing an employee's exposure to asbestos, only the asbestos fibres that meet the above-mentioned fibre size criteria are taken into account." This clearly follows the conclusion that it's the fiber's dimensions, not the formation process, which determines if it's asbestos.

Thus, I conclude that there are two general categories of "asbestos". The first is "commercial asbestos", which has industrially important characteristics such as flexibility and high tensile strength. The second is "regulated asbestos" which includes "commercial asbestos" but also comprises mineral fibers that have the characteristics of a WHO fiber, i.e., (L > 5 µm; D < 3 µm and L:D > 3:1). These would include "cleavage fragments" that exhibit these dimensions. This is the historical fiber population that has been used to calculate risks associated with inhalation exposure to asbestos and is consistent with the "mineralogical" and "regulatory" definitions of Case et al. (2011) discussed earlier.

The extremely small dimensions of respirable asbestos fibers are weighed in picograms (one millionth of one gram). A single chrysotile asbestos fiber that is 0.05 micrometer in diameter and 5 micrometer long would weigh 0.03 picograms.

Hence a talc powder that contained 0.00001% chrysotile by weight could contain as many as 3 million respirable chrysotile asbestos fibers.

A 10/29/73 Johns-Manville Report 414-3 starts “The FDA reportedly planned publication of a Good Manufacturing Practices (GMP) regulation which would limit chrysotile and tremolite asbestos fibers to specified numbers in talc for food, pharmaceutical, and food contact uses...Subsequent discussion with FDA officials established that the GMP limits would be 100 fibers of chrysotile and/or 1,000 fibers of tremolite per milligram (mg) of talc.” This would be 100,000 fibers per gram of chrysotile and/or 1,000,000 fibers per gram of tremolite. This fiber metric eventually disappeared as the talc industry lobbied for its own methods and weight-based metrics, as discussed later in this report.

Rohl (1974) warned about the impropriety of a weight-based metric (see discussion later in report) and its relevance became obvious in an expert report published two years ago. MVA Report 11730 (8/1/17) shows results of analysis of samples collected recently from the Fontane talc mines of Italy. Eleven of thirteen samples were positive for tremolite asbestos, with concentrations ranging from 0.0002% to 0.68% asbestos by weight. Most notably, these deceptively low weight percentages were from samples ranging from 1.5 *million* to 660 *million* fibers per gram.

The evidence is clear, as will be presented below, that many cosmetic talc sources and products contained asbestos for a long period of time. When asbestos was detected, reports emphasized the small weight percentages of asbestos. Weight percentage, however, is irrelevant in that the most hazardous fibers are those with the narrowest diameter, making them virtually weightless. This has been clearly demonstrated with vermiculite, which is similar to talc in that both are silicate sheet minerals that are mined and beneficiated for commercial sale and may contain asbestos.

A CDC Workplace and Safety and Health Fact Sheet, NIOSH Publication Number 2003-141 starts with "Vermiculite is a mineral that expands when rapidly heated. Expanded vermiculite is used in construction and consumer materials (e.g., loose-fill insulation, acoustic finishes, spray-on insulation, and concrete mixes for swimming pools), agricultural and horticultural products (e.g., potting mixes and soil conditioners)." The Fact Sheet later warns " Bulk sampling is reliable only when over 1% of the material is asbestos*. Negative results* from bulk samples *can therefore be falsely reassuring* when less than 1% of the sample is asbestos. However, disturbing vermiculite with less than 1% asbestos can still result in hazardous concentrations of airborne asbestos fibers." (emphasis added). Accordingly, this is consistent with the findings below that vermiculite which has very low asbestos concentrations by weight can still liberate millions of fibers into the air.

A September 27, 1982, MRI Final Report to EPA on Task 32 "Collection, Analysis and Characterization of Vermiculite Samples for Fiber Content and Asbestos Contamination" presents analytical data from Dr. Eric Chatfield and Dr. George Yamate. The major fibers identified in the study by optical microscopy

VII. Johnson & Johnson's Role in the Asbestos-in-Talc Problem

Johnson & Johnson played a major role in the cosmetic talc industry's efforts to prevent knowledge of asbestos in its talc from becoming public. As reported above, Dr. Schelz of Johnson & Johnson was Chair of the CTFA Talc Subcommittee during the 1970's when the CTFA stymied the FDA's efforts to produce a reliable analytical method. This section details Johnson & Johnson's awareness of its asbestos problem, its attempt to control information relevant to asbestos in talc, its success in producing ineffective analytical methods for detecting asbestos in talc, and recent confirmations of long-term asbestos presence in its products.

VII.A. Johnson & Johnson Was Aware of Asbestos in Its Talc

For decades, Johnson & Johnson was aware of asbestos in its talc ores and products. Table I provides a chronological but non-exhaustive overview of asbestos reported in its talc ores and its products.

Table I: Asbestos in Johnson & Johnson Ores and Products

Bates Number	Date	Summary
NA	2/29/56	Battelle report showing Italian talc had "trace tremolite" with the crystallographic habit containing "minor" amounts of "fibrous aggregates and single crystal fibers". Prospects, mines, and mills in Vermont had 5 to 40% "fibrous aggregates and single crystal fibers"
JNJ000087077	5/23/1958	In Battelle flotation tests for J&J, only one of 31 experiments with "ITALIAN NO. 2 TALC" yield "ND" for tremolite. For the other 30 experiments, tremolite was detected at concentrations from "Trace" to 6%.
JNJ000088048	2/17/1959	Italian mine has "coarse green tremolite". "…the grade of ore is not a matter of location in the deposit, but the result of selection at the mine face and picking shed." In other words, the assemblage is not homogeneous and selection of ores that contain no asbestos is subjective.

	notebook	Carolina) sample as analyzed by TEM.
10/24/1979	Pfizer laboratory notebook	43 fibers/100 fields of view in a 643 (North Carolina) sample as analyzed by TEM.
10/25/1979	Pfizer laboratory notebook	35 fibers/100 fields of view reported in a 643 talc (North Carolina) sample as analyzed by TEM.
7/9/1981	Pfizer laboratory notebook	150 fibers/100 fields of view reported in a 643 talc (North Carolina) sample as analyzed by TEM.
5/4/2016	Sean Fitzgerald (report in Bell)	The presence of chrysotile and asbestiform tremolite was confirmed in the laboratory from hand samples of bedrock and collected samples of milled talc from the Hitchcock mine in the Murphy Marble Belt of North

The Pfizer results from 1978 and 1981 were from TEM analysis, as indicated by magnifications in the 3,000 to 33,300 range for all notebook entries and by "SAED @ 100 kv" on the 2/7/1979 notebook page. The Pfizer TEM "calibration curve is such that approximately 200 fibers will be seen in 100 FOV at the 0.1% fibrous asbestos level" (July 16, 1976, H.D. Stanley memo to D.S. Young memo Bates PHI_SEL_00000052) This extremely large cut-off and non-sensitive limit (200 fibers per 100 fields of view) is evidenced in the Pfizer March 9, 1979, laboratory notebook page where handwritten "~100/100 fov" is immediately below handwritten "<.1% fibers". The consequence of this is that a Pfizer report that states "< 0.1% asbestos" could be concealing up to 199 counted asbestos fibers.

The Pfizer calibration of fibers counted versus mass percent was presented in "THE DETECTION AND IDENTIFICATION OF ASBESTOS AND ASBESTIFORM MINERALS IN TALC by H. D. Stanley in 1977 (Bates Number PFI_FINC_00004732). The reported correlation coefficient for the calibration was 0.99997, which has high statistical significance. However, my evaluation of the paper reveals critical problems with the underlying conditions, data, and use of the calibration for routine samples. First, only chrysotile was used to spike the talc standards. Pfizer's D.W. Holstein (October 26, 1982, Bates Number PFI_FIN_00004763) expressed concern about the use of these "same size" fibers in the calibration standards that were unlike the larger fiber size variability seen in routine samples. "What you are contemplating is like trying to determine the value of a pocketful of change without regard to the worth of each coin; simply by a number count. I can't emphasize this point strongly enough: even experienced operators will disagree when they can see the specimen in front of them." Holstein also addresses the limitation of only using chrysotile, instead of tremolite in the standards because, "The standards are made of chrysotile

NA	8/3/1972	Dr. Lewin (NYU) report to FDA on 102 talc products. J&J Shower to Shower Body Powder contained 5% chrysotile.
NA	9/30/1972	Dr. Lewin laboratory notebook reporting 2% tremolite and 0.5% chrysotile in "1615" talc from Italy
JNJ000346841	10/27/1972	McCrone examined two J&J Baby Powders (108T and 109T) previously analyzed by Dr. Lewin of NYU. XRD, LM, TEM/ED used to determine "whether they contain any asbestiform minerals. Both samples contained an insignificant amount of tremolite (< 0.5%)." "substantially free of asbestiform minerals. A few tremolite rods were observed in both samples at a level less than 0.5%. No chrysotile has been detected."
JNJ000260836	10/27/1972	J&J's Nashed says, "I thought tremolite was mistakenly identified in view of similarity to Na sesquicitrate!" Handwritten on the bottom: "There are trace quantities present confirmed by McCrone & Bill Ashton Levels are extremely low but occasionally can be detected optically. This is not new. Al" Second page has hand-written "Revised report. Just received. 108T 109T"
JNJ000233693	2/8/1973	Desert Minerals letter to J&J recalled that a J&J beneficiation study to purify talc "concluded that the talc could not be processed to completely remove tremolite even by your most technologically advanced methods of beneficiation."

Although neither the “minimum level of detection” nor the analytical method is specified, this memorandum speaks to a critical quality-control issue that led to tremolite-containing talc reaching consumers. The memorandum concludes, “However, there is a problem with finished product. The current procedure allows shipment of finished product before test results are sent back. Therefore, if the figures in the chart are representative of all the finished product, some finished products with detectable levels of tremolite are being shipped.”

VIII.C. Analysis of Italian Talc

Pfizer used TEM to analyze more than 100 samples of Italian 1615 talc from 1976 to 1982 (various Bates Numbers: PFI_SEL_xxxxxxxx, PFI_GIBB_xxxxxxxx, PFI_ROY_xxxxxxxx documents). I have tabulated results from legible laboratory notebook records in the attached Appendix B. My calculations reveal that 115 of 234 (49%) of the “1615” or “Supra” samples contained asbestos fibers that ranged in concentrations from 1 to 200 fibers per 100 fields of view. The mean concentration for all 234 samples is 5.8 fibers per 100 fields while the mean concentration for positive samples is 12 fibers per 100 fields. Dimensions for 206 fibers were recorded, with only one sample containing 7 fibers having a width recorded that was greater than one micrometer. The other 199 (97%) fibers had widths ranging from 0.2 to 1 micrometer. These narrow widths coupled with two separate recordings of “1 Bundle of 5 fibers” are classical characteristics of asbestos. These separate analyses reinforce the extensive findings presented in Table I, showing that asbestos was a common accessory mineral in Italian talc. More than two dozen notebook entries of “talc fibers” or “rolled talc” demonstrate that the analysts were not confusing asbestos with talc fibers. This was in keeping with the Pfizer method (Bates Number PFI_FINC_00004743).

More recently (5/18/22), MAS summarized its PLM and TEM analyses of thirteen Coty Airspun Face Powders. Chrysotile was detected in all thirteen samples and tremolite bundles were detected in nine of the thirteen samples.

IX. Recent Recommendations of the Federal Interagency Working Group on Asbestos in Consumer Products

The FDA in 2018 formed the Interagency Working Group on Asbestos in Consumer Products (IWGACP), with representatives from eight federal agencies (NIOSH, NIH, NIEHS, OSHA, EPA, CPSC, NIST, and USGS) to provide support for development of a standardized testing methods for asbestos and similar mineral particles of health concern that might be found in talc. Its “White Paper: IWGACP Scientific Opinions on Testing Methods for Asbestos in Cosmetic Products Containing Talc” that was issued in December 2021 (IWGACP 2021) has several discussion items and recommendations that support my report.

IWGACP stated that “The CTFA J4-1 and USP methods remain the only published test methods for talc used in cosmetics and pharmaceuticals, respectively, despite long-recognized shortcomings in specificity and sensitivity

The IWGACP also advised, “TEM results should be reported by tabulating each particle6 to facilitate an estimate of the number of particles per unit mass of sample analyzed (i.e., particles/gram of talc, particles/gram cosmetic product), rather than as weight percent.” This is consistent with Section IV of my report.

X. Conclusions Asbestos in cosmetic talc is a serious health concern because of its frequent application around the breathing zone of users. Documents dating back several decades show that some cosmetic talc and talc ores contained asbestos. Efforts by the Federal Drug Administration in the 1970s to develop a sensitive and reliable method for detection of asbestos in talc were confounded by deliberate actions of the cosmetic talc industry. Johnson & Johnson played a large role in thwarting the development of a reliable method through its manipulation of information. The most sensitive method, TEM-SAED, was not used because the CTFA said that its “ultra sensitivity could be a problem” and that it was expensive to use. Instead, its J4-1 method relied on XRD alone for detection of asbestos at greater than 0.5%, a concentration that could allow more than a billion fibers per gram of talc to be passed off as containing no asbestos. Johnson & Johnson’s own TEM method was heavily slanted toward not detecting or reporting asbestos. These grossly inadequate analytical methods have provided little assurance that cosmetic talc has been free of asbestos for the past four decades. Recent analyses of historical and current Johnson & Johnson talc sourced in Vermont, Italy, and China have supported the findings discussed above that show a decades-long pattern of asbestos in talc that was kept from the public’s attention because of ineffective analytical methods. Talc ores from North Carolina and Montana were also found to contain asbestos and thus it is not unexpected that asbestos has been detected in talc products of companies that used these sources of talc. Finally, the recent White Paper by scientists from eight federal government agencies detailed the many shortcomings of current testing methods and have advocated for a TEM-based method that uses fiber count rather than mass-based metrics, consistent with my report.

XI. References

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APPENDIX B: DOB-16, Updated Tippin Cosmetic Talc Report

Summary Table of Pfizer TEM Test Results for Talc 1615

Number of Samples	234
Total Fibers Counted	1366
Samples with Fibers	115
% Samples Positive	49%
Samples with 0 Fiber	119
Mean f/total samples	5.8
Mean f/positive samples	12

#	Notebook entry date	Item analyzed	Number of fibers per 100 fields	Other information provided
1	3/30/1976	A.S. F/P Suntan, Talc 1615	10	*One bundle of possible fibers (=10 fibers). Trace of rolled talc. Est. 10/100 fov.
2	3/31/1976	A.S. F/P Natry Neutral, Talc 1615	4	*4 "possible fibers. Trace of rolled talc. Est. 10/100 fov.
3	3/31/1976	L'Origin Dust. Powder, Talc 1615	0	"Trace of rolled talc. Est. = 50/100 fov."
4	3/31/1976	Talc 1615 2-101-465	0	"Trace of rolled talc. Est. = ~20/100 fov."
5	3/31/1976	Talc 1615 2-101-465	0	"Found = 12 large rolled fragments of talc /100 fov."
6	3/31/1976	Talc 1615 2-101-465	0	"Found = 12 large rolled fragments of talc /100 fov."
7	4/27/1976	Talc 1615 WC&D	0	
8	4/27/1976	Talc 1615 WC&D	0	
9	4/27/1976	Talc 1615 WC&D	0	
10	4/27/1976	Talc 1615 WC&D	0	
11	4/27/1976	Talc 1615 WC&D	0	
12	4/27/1976	Talc 1615 WC&D	0	
13	6/15/1976	Talc 1615	0	
14	6/15/1976	Talc 1615	0	
15	6/15/1976	Talc 1615	0	
16	6/15/1976	Talc 1615	0	

17	6/15/1976	Talc 1615	0	
18	6/30/1976	Coty Talc 1615	0	
19	6/29/1976	WCD 1615 from Coty 2-101-465	8	
20	7/6/1976	Coty Talc WCD 1615	0	
21	7/16/1976	Coty Talc 1615	3	
22	7/28/1976	1615 Talc from Coty	8	Trace of blocky material, Tremolite est. 0.5%
23	7/28/1976	1615 Talc from Coty	5	Trace of blocky material, est. 0.1% tremolite type
24	7/28/1976	1615 Talc from Coty	3	Estimate 0.1% blocky tremolite ? type material
25	7/28/1976	1615 Talc from Coty	4	Est. 0.1% blocky tremolite ? type material
26	8/18/1976	Coty Talc, W.C.D. 1615 Talc, 2-101-465	1	
27	8/19/1976	Talc 1615	5	
28	8/20/1976(1)	Talc 1615	3	
29	8/20/1976	Talc 1615	3	
30	8/20/1976	Talc 1615	4	
31	8/30/1976	Coty Talc WC&D 1615	0	
32	8/30/1976	Coty Talc WC&D 1615	0	
33	8/30/1976	Coty Talc WC&D 1615	3	
34	12/16/1976	Coty Talc 1615	2	
35	12/16/1976	Coty Talc 1615	0	
36	12/16/1976	Coty Talc 1615	0	
37	12/16/1976	Coty Talc 1615	0	
38	12/16/1976	Coty Talc 1615	0	
39	12/16/1976	Coty Talc 1615	2	
40	1/18/1977	Talc 1615	0	
41	1/18/1977	Talc 1615	0	
42	2/8/1977	Talc 1615	0	
43	2/8/1977	Talc 1615	0	

44	3/4/1977	WC&D 1615	0	
45	3/4/1977	WC&D 1615	0	
46	3/10/1977	Coty WCD 1615 Talc	0	
47	3/10/1977	Coty WCD 1615 Talc	0	
48	4/1/1977	Coty WC&D 1615	0	
49	4/12/1977	Coty WC&D 1615 Talc	0	
50	5/10/1977	Coty Talc 1615	0	
51	5/10/1977	Coty Talc 1615	0	
52	5/10/1977	Coty Talc 1615	0	
53	5/10/1977	Coty Talc 1615	0	
54	5/10/1977	Coty Talc 1615	0	
55	6/6/1977	Coty Talc 1615	0	
56	6/6/1977	Coty Talc 1615	0	
57	6/6/1977	Coty Talc 1615	2	
58	6/6/1977	Coty Talc 1615	8	
59	6/6/1977	Coty Talc 1615	4	
60	6/6/1977	Coty Talc 1615	0	
61	6/7/1977	Coty Talc (WCD 1615)	2	
62	6/7/1977	Coty Talc (WC&D 1615)	1	
63	6/7/1977	Coty Talc (WC&D 1615)	0	
64	6/20/1977	Coty Talc 1615	0	
65	8/18/1977	Coty WC&D 1615	1	
66	8/18/1977	Coty WC&D 1615	0	
67	9/6/1977	Coty WC&D 1615 Talc	2	
68	9/22/1977	WC&D 1615	0	
69	9/22/1977	WC&D 1615	0	
70	9/22/1977	WC&D 1615	2	
71	1/24/1978	Talc 1615	0	
72	2/24/1978	Coty Talc 1615	2	
73	Mar-78	Talc 1615	6	

74	Mar-78	Talc 1615	5	
75	4/14/1978	Talc 1615	0	
76	4/28/1978	Talc 1615	3	
77	4/28/1978	Talc 1615	5	
78	4/28/1978	Talc 1615	9	
79	5/10/1978	Talc 1615	2	
80	5/10/1978	Talc 1615	6	
81	5/10/1978	Talc 1615	4	
82	5/30/1978	Talc 1615	0	
83	6/1/1978	Talc 1615	2	
84	6/1/1978	Talc 1615	0	
85	6/6/1978	Talc 1615	10	
86	6/14/1978	Talc 1615	0	
87	6/14/1978	Talc 1615	3	
88	7/20/1978	Talc 1615	2	
89	8/25/1978	Talc 1615, Coty	0	
90	12/18/1978	1615 Talc, Code 2-101-465	2	
91	1/11/1979	Talc 1615	0	
92	1/18/1979	Talc 1615	3	
93	1/24/1979	Coty 1615 Talc	2	
94	2/14/1979	Coty 1615 WC&D Talc	7	>1um x 5um
95	2/14/1979	Coty Talc 1615 WC&D	12	~1um x 10um
96	2/22/1979	Coty WC&D 1615	5	1um x 10um
97	2/22/1979	Coty WC&D 1615	18	-6 w/1.0 x 10.0um, 12 w/1.0 x 15.0um
98	3/26/1979	Coty Talc 1615	8	1 bundle of 5 fibers
99	3/26/1979	Coty Talc 1615	5	
100	4/6/1979	Talc 1615	6	
101	4/6/1979	Talc 1615	6	
102	4/17/1979	Coty Talc 1615	11	1 bundle of 5 fibers
103	4/23/1979	Coty Talc 1615	5	
104	4/27/1979	Coty Talc 1615	8	
105	5/10/1979	Coty Talc 1615	7	
106	5/30/1979	Coty Talc 1615	1	

107	7/16/1979	Coty Talc 1615	5	
108	7/18/1979	Coty Talc 1615	1	
109	7/23/1979	Coty Talc 1615	4	
110	7/27/1979	Coty Talc 1615	3	
111	7/27/1979	Coty Talc 1615	0	
112	8/13/1979	Coty Talc 1615	0	
113	8/28/1979	Coty Talc 1615	2	1um x 5um
114	9/7/1979	Coty Talc 1615	2	
115	10/24/1979	Talc 1615	10	
116	1/24/1980	Coty Talc	0	
117	2/5/1980	Talc 1615	1	
118	2/19/1980	Talc 1615	1	
119	3/17/1980	Talc 1615	0	
120	3/17/1980	Talc 1615	50	
121	3/17/1980	Talc 1615	0	
122	4/7/1980	Talc 1615	7	“Avg. fiber” 0.2um x 4um
123	4/7/1980	Talc 1615	4	“Avg. fiber” 0.2um x 4um
124	5/6/1980	Coty Talc 1615	3	“All chrysotile type”
125	5/6/1980	Coty Talc 1615	1	0.2um x 2.0um
126	5/12/1980	Coty Talc 1615	2	“Avg. fiber” 0.2um x 2.0um
127	5/30/1980	Coty Talc 1615	3	1.0um x 4.0um
128	5/30/1980	Coty Talc 1615	2	1.0um x 3.0um
129	5/30/1980	Coty Talc 1615	0	
130	6/4/1980	Coty Talc 1615	3	1.0um x 3.0um
131	6/20/1980	Coty Talc 1615	12	0.5um x 3.0um
132	6/20/1980	Coty Talc 1615	15	0.5um x 3.0um
133	6/20/1980	Coty Talc 1615	11	0.5um x 3.0um
134	6/30/1980	Talc 1615	1	
135	6/30/1980	Talc 1615	2	
136	11/18/1980	Supra Talc (Italian)	0	
137	11/24/1980	Coty Talc 1615	0	
138	1/7/1981	Coty Talc 1615	6	
139	2/2/1981	Coty Talc 1615	26	
140	2/6/1981	Coty Talc 1615	10	
141	2/24/1981	Coty Talc 1615	40	-25 w/0.1um x 1.0um, -15 w/1.0um x 1.0um, -15 w/1.0um x 3.0um

142	3/12/1981	Talc 1615	40	
143	9/17/1981	Talc 1615	40	
144	1/18/1982	Coty Talc 1615	3	
145	2/19/1982	Talc 1615	10	
146	6/2/1982	Coty Talc 1615	0	
147	7/21/1982	Talc 1615	25	
148	7/21/1982	Talc 1615	7	
149	12/6/1982	Supra Talc	25	
150	1/27/1983	Talc Supra	0	
151	2/22/1983	Supra Talc	18	
152	4/18/1983	Coty Supra Talc	2	
153	6/3/1983	Coty Supra Talc	6	“Avg. fiber” 0.2um x 4.0um
154	8/19/1983	Coty Supra Talc	2	0.5um x 3.0um
155	10/12/1983	Talc Supra	21	
156	12/5/1983	Talc Supra	3	*“3 fibers/100 fov. Small size – believe they are talc fragments”
157	12/21/1983	Talc Supra	0	
158	1/25/1984	Talc Cyprus Supra	6	
159	2/9/1984	Talc Supra	0	
160	3/27/1984	Coty Talc Supra	1	0.5um x 4.0um
161	6/25/1984	Talc Supra	0	
162	8/8/1984	Talc Supra	0	
163	11/9/1984	Supra Talc	0	
164	11/30/1984	Talc Supra	1	
165	1/11/1985	Talc Supra	1	
166	2/13/1985	Coty Talc Supra	0	
167	3/20/1985	Talc Supra	0	
168	4/9/1985	Coty Talc Supra	0	
169	6/5/1985	Coty Talc Supra	0	
170	8/21/1985	Coty Talc Supra	12	“Typical fiber” 0.5um x 3.0um
171	10/15/1985	Coty Talc Supra	30	“Typical fiber” 0.5um x 4.0um
172	12/17/1985	Cyprus Supra Talc	0	
173	1/6/1986	Talc Supra	0	
174	2/24/1986	Talc Supra	0	*”No definite fibers”
175	4/1/1986	Cyprus Supra	0	
176	5/13/1986	Cyprus Supra	0	
177	5/19/1986	Supra Talc Italy	0	

178	5/21/1986	Talc Cyprus Supra	6	*6 to 8 fibers
179	10/27/1986	Talc Supra 2-101-465	200	
180	11/7/1986	Talc Supra	175	
181	11/18/1986	Supra Talc (Parsippany)	150	
182	12/9/1986	Talc Cyprus, Supra, 2-101-465	5	*"Fiber-like material"
183	1/20/1987	Coty Talc Supra 2-101-465	0	"Some acicular particles. None seem to be fibers."
184	2/13/1987	Cyprus Supra Talc, 2-101-465 Coty	Many	*"Many fiberlike particles"
185	4/13/1987	Talc Cyprus Supra, 2-101-465	60	*"60-65 fiber-like particles"
186	5/21/1987	Talc Cyprus Supra	0	
187	6/1/1987	Talc Supra	12	
188	9/24/1987	Talc Supra, 2-101-465	3	
189	10/21/1987	Talc Supra	0	
190	2/2/1988	Coty Cyprus Supra Talc	0	~15 talc fibers
191	2/2/1988	Supra Talc	0	~10 talc fibers
192	3/8/1988	Supra Talc, Coty	0	~25 talc fibers
193	1988(2)	Supra Talc, Coty	0	~5 talc fibers
194	1988(3)	Supra Talc, Coty	0	~13 talc fibers
195	7/13/1988	Talc Supra	0	
196	8/8/1988	Supra Talc	0	
197	8/22/1988	Supra Talc	0	
198	9/13/1988	Talc Supra	0	12 pieces of fibrous talc
199	10/3/1988	Talc Supra	0	15 pieces of fibrous talc
200	11/14/1988	Talc Supra	2	"17 pcs fibrous talc"
201	1/4/1989	Talc Supra	0	-No results, -4 pcs fibrous talc
202	1/25/1989	Talc Supra	0	-No results, -4 pcs fibrous talc
203	2/6/1989	Talc Supra "Cody" (sic)	0	-No results, -9 pcs fibrous talc
204	2/13/1989	Talc Supra	0	-No results, -5 pcs fibrous talc

205	2/23/1989	Talc Supra	0	-No results, -4 pcs fibrous talc
206	7/31/1989	Talc Supra	0	-No results, -5 pcs fibrous talc
207	9/13/1989	Talc Supra	0	-No results, -6 pcs fibrous talc
208	12/4/1989	Talc Supra	0	-No results, -6 pcs fibrous talc
209	1/25/1990	Talc Supra	0	-*No results -6 pcs fibrous talc
210	1/30/1990	Talc Supra	0	-No results, -6 pcs fibrous talc
211	2/1/1990	Talc Supra	0	-No results, -9 pcs fibrous talc
212	3/20/1990	Talc Supra	0	-No results, -2 pcs fibrous talc
213	8/30/1990	Talc Supra	0	
214	10/24/1990	Talc Supra, 200-101-465	0	
215	12/27/1990	Talc Supra	0	
216	1/7/1991	Talc Supra 2-101-465	0	
217	3/4/1991	Talc Supra 2-101-462	0	
218	4/15/1991	Cyprus Supra Talc	9	
219	5/6/1991	Supra 200-101-465	0	
220	5/13/1991	Talc Supra	0	
221	7/29/1991	Talc Supra	0	
222	10/29/1991	Talc Supra	0	
223	11/18/1991	Talc Supra	0	
224	12/20/1991	Talc Supra	0	
225	1/10/1992	Talc Supra	0	
226	1/10/1992	Talc Supra	0	
227	1/27/1992	Talc Supra	0	
228	2/7/1992	Talc Supra	0	
229	2/7/1992	Talc Supra	0	
230	7/16/1992	Talc Supra	1	“1 bundle of fibers”

231	7/16/1992	Talc Supra	3	
232	7/16/1992	Talc Supra	3	
233	7/16/1992	Talc Supra	1	
234	7/16/1992	Talc Supra	1	

EXHIBIT 257

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT—LAW DIVISION

STEPHANIE SALCEDO, as Personal Representative of the estate of THERESA M. GARCIA, Deceased,

Plaintiffs,

vs.

AVON PRODUCTS, INC., et al.,

Defendants.

Case No. 2020 L 004505

DEFENDANT JOHNSON & JOHNSON'S RESPONSES TO PLAINTIFFS' REQUESTS FOR ADMISSION

COMES NOW Defendant Johnson & Johnson ("Defendant" or "J&J"), and provides its Responses ("Responses") to Plaintiffs' Requests for Admission ("Requests") as follows.

By responding to the Requests, Defendant does not concede that the Requests are within the scope of Illinois Supreme Court Rule 216. Further, under that Rule, admissions made herein are solely for the purposes of this action, and cannot be used against Defendant in any other case or proceeding or for any other purpose.

Plaintiffs' action concerns alleged exposure to Johnson & Johnson cosmetic talc products sold in the United States. Johnson's® Baby Powder ("Johnson's Baby Powder" or "JBP") and Shower to Shower®[1] ("Shower to Shower" or "STS") cosmetic talc products sold in the United States (collectively, "JBP/STS") have been manufactured and sold at various periods of time by one or more of the Defendant, Johnson & Johnson Consumer Inc., and/or their predecessors,

[1] One or more of the J&J Companies (as defined herein) manufactured, marketed, and sold Shower to Shower® during the period from approximately the mid-1960s to 2012. In 2012, Shower to Shower® was sold to Valeant Pharmaceuticals International, Inc. ("Valeant"), which currently manufactures, markets and sells the product.

subsidiaries and affiliates (together, the "J&J Companies")). Defendant may refer to and incorporate these terms in its Responses below.

Defendant objects to Plaintiffs' Requests to the extent that they seek to impose obligations beyond those set forth in the Illinois Supreme Court Rules, this Court's Local Rules, Case Management Orders or other orders entered by this Court, or any other applicable law or rules. Defendant further objects to Plaintiff's Requests on the grounds that they are overly broad, are unduly burdensome and exceed the scope of permissible discovery under the Illinois Supreme Court Rules insofar as they improperly seek admissions regarding incidental and/or secondary matters and therefore will not assist the parties in narrowing disputed issues in advance of trial. Defendant further objects to Plaintiff's Requests to the extent that they seek to circumvent the Illinois Rules of Evidence or other any other applicable law or rules governing admissibility at trial. Defendant reserves the right to object to the admissibility at trial of these Responses on any grounds.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST NO. 1: Admit that in a report by Battelle Memorial Institute for Johnson & Johnson dated May 11, 1955, it states, among other things, that a "small amount of the Italian talc supplied by Mr. Masci was centrifuged in acetylene tetrabromide at a specific gravity of 2.96" with "[t]he sink 2.96 product contains the following minerals: apatite, carbonate, rutile, tremolite, sphene, chlorite, zircon and garnet."

RESPONSE: Defendant admits that the Battelle Memorial Institute report dated May 11, 1955, produced as the document bearing bates numbers JNJH29W_000000030—JNJH29W_000000057, states in part as follows: "One striking characteristic of the sample of ground talc from the Pinerolo Mine which is revealed by the petrographic microscope is the

occurrence of rutile (TiO_2) as one of the principal impurities. The rutile prisms are also present in two small samples of ground talc from the Pinerolo Mine which were obtained by Mr. Schatz. The rutile occurs as discrete prisms and broken fragments of prisms which range in length from about 15 to 75 microns and in width from about 5 to 35 microns. In order to estimate the quantity of rutile in the talc, a small amount of the Italian talc supplied by Mr. Masci was centrifuged in acetylene tetrabromide at a specific gravity of 2.96. The resultant sink product constitutes only about 0.5 per cent of the weight of the raw talc and it is estimated that only about 20 per cent of the sink 2.96 product by weight is rutile. It is estimated, therefore, that the TiO_2 content of this sample of Pinerolo talc is in the order of magnitude of 0.1 per cent. The sink 2.96 product contains the following minerals: apatite, carbonate, rutile, tremolite, sphene, chlorite, zircon, and garnet. It is possible that lower grades of the Pinerolo talc contain much higher proportions of TiO_2, and it appears that by far the most voluminous impurity in the Pinerolo talc is carbonate." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 2: Admit that in a report by Battelle Memorial Institute for Johnson & Johnson dated February 29, 1956, Battelle Memorial Institute reported a sample of talc from the "Societa Talco e Grafite Val Chisone, Pinerolo, Italy" to have "trace" tremolite "impurities."

RESPONSE: Defendant admits that the Battelle Memorial Institute report dated February 29, 1956, produced as the document bearing bates numbers JNJTALC000128738—JNJTALC000128781, lists in part in Table 1 "Crystallographic Habit and Mineralogical Purity of Selected Domestic Raw Talcs and Mill Products" the entry for "Societa Talco e Grafite Val Chisone, Pinerolo, Italy" as "Trace" under the column identified as "Impurities" with the subheading "Tremolite." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 3: Admit that in a report by Battelle Memorial Institute for Johnson & Johnson dated February 29, 1956, Battelle Memorial Institute reported the "crystallographic habit" of talc from the "Societa Talco e Grafite Val Chisone, Pinerolo, Italy" to have "M" (for "minor") amounts of "fibrous aggregates and single-crystal fibers (dominantly fibers)."

RESPONSE: Defendant admits that the Battelle Memorial Institute report dated February 29, 1956, produced as the document bearing bates numbers JNJTALC000128738—JNJTALC000128781, lists in part in Table 1 "Crystallographic Habit and Mineralogical Purity of Selected Domestic Raw Talcs and Mill Products" the entry for "Societa Talco e Grafite Val Chisone, Pinerolo, Italy" as "M" under the column identified as "Fibrous Aggregates and Single-Crystal Fibers (Dominantly Fibers)" and further admits that Table 1 states in part as follows: "M=minor or between 5 and 15 per cent." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 4: Admit that the "Johnson & Johnson shelf product" in Table 8 of the March 8, 1960 Battelle Memorial Institute report was (*i.e.*, refers to) Johnson's Baby Powder.

RESPONSE: Defendant admits that TABLE 8 of the Battelle Memorial Institute report dated March 8, 1960, produced as the document bearing bates numbers JNJ 000086877—JNJ 000086896, lists "Johnson and Johnson shelf product", which relates to Johnson's Baby Powder. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 5: Admit that in an August 25, 1961 Battelle Memorial Institute evaluation of the exploration on the Hammondsville, Vermont talc deposit to Johnson & Johnson employee Mr. Ashton, Battelle Memorial Institute stated, among other things, the "grain counts of the typical ore in cores 1, 2 and 3 showed the following range of composition" that included trace to 1% "altered amphiboles."

RESPONSE: Defendants object to this Request on the grounds that the Request is compound, vague, and ambiguous.

Subject to and without waiver of its objections, Defendant admits that the Battelle Memorial Institute report dated August 25, 1961, produced as the document bearing bates numbers JNJ 000087716—JNJ 000087719, states in part trace amounts of "altered amphiboles" were present in core ore samples taken during exploration work done on the Hammondsville talc deposit. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 6: Admit that in an April 9, 1969 letter from Johnson & Johnson employee Mr. Ashton to Johnson & Johnson employee Dr. Hildick-Smith, it contains, among other things, the following sentence: "Over the past year or two, the medical literature has made reference to potential hazards of talcs containing tremolite and I have seen some articles under the umbra of environmental health agencies from here and abroad which pinpoint severe objections to that mineral in talcum powders."

RESPONSE: Defendant admits that the April 9, 1969 letter from W. H. Ashton, a Johnson & Johnson employee, to Dr. G. Hildick-Smith, a Johnson & Johnson employee, produced as the document bearing bates numbers JNJ 000087989—JNJ 000087990, states in part as follows: "Historically, in our Company, Tremolite has been bad because it has needle type crystals. Our position has been that these can stand on end, penetrate the skin, and cause irritation; consequently, talcs exceeding trace contents have never been approved. Over the past year or two, the medical literature has made reference to potential hazards of talcs containing Tremolite and I have seen some articles under the umbra of environmental health agencies from here and abroad which pinpoint severe objections to that mineral in talcum powders." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 7: Admit that Dr. T.M. Thompson was the Medical Director of Johnson & Johnson as of April 15, 1969.

RESPONSE: Defendant admits this Request.

REQUEST NO. 8: Admit that JNJTALC 000291146 to 000291163 includes a letter from Johnson & Johnson employee W.H. Ashton to Johnson & Johnson employee Dr. G. Hildick Smith dated May 14, 1971 which states in part the following regarding testing of a Johnson's Baby Powder sample: "We consider the free non-talc needles but a trace, both on a count and area basis. Those particles are tremolite."

RESPONSE: Defendant admits that the document bearing bates numbers JNJTALC000291146—JNJTALC000291163 includes a May 14, 1971 letter from W. H. Ashton, a Johnson & Johnson employee, to Dr. G. Hildick-Smith, a Johnson & Johnson employee, which states in part as follows regarding testing of a Johnson's Baby Powder sample: "We consider the free non-talc needles but a trace, both on a count and area basis. Those particles are tremolite." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 9: Admit that Cornstarch Baby Powder Formula 31 was developed during the period between July 1971 and October 1972.

RESPONSE: Defendant admits that during the period between July 1971 to October 1972, Johnson's Cornstarch Baby Powder formula #31 was developed. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 10: Admit that in a letter dated November 10, 1971 from Dr. Arthur Langer to Dr. Hildick-Smith, it states, among other things, that "we have analyzed some of your talc samples in some detail" followed thereafter by "we also observed trace amounts of chrysotile

asbestos only when the talc was sonified and markedly dispersed. The amounts of chrysotile are relatively small, occurring in amounts, we estimate at less than .01%."

RESPONSE: Defendant admits that the November 10, 1971 letter from Arthur M. Langer to Dr. Gavin Hildick-Smith, produced as the document bearing bates numbers JNJ 000259771—JNJ 000259773, states in part as follows: "We have also analyzed one of your talc samples in some detail. In addition to the normal platy talc present, we have observed many 'fibrous talcs' as well. This fibrous talc material closely resembles normal platy talc but appears with a greater length aspect. Its terminations are prism termination and and [sic] the general characteristics under the electron microscope do indeed resemble normal talc. Electron diffraction on these grains again yields these grains again yields a talc pattern which is a very well-defined hexagonal array of spots. We also observed trace amounts of chrysotile asbestos only when the talc was sonified and markedly dispersed. The amounts of chrysotile are relatively small, occurring in amounts, we estimate, at less than .01%. The J&J baby talc is of quite high quality and as a matter of fact, in relation to the number of samples we have examined thus far, it is the 'purest'." Defendant further admits that Dr. Langer later questioned the validity of his alleged asbestos finding, admitting that he "may have mistaken long talcum fibers for asbestos fibers." *See* JNJ 000244773. Defendant further admits that Dr. Langer subsequently published a peer-reviewed article regarding his testing of cosmetic talcum powder products, in which he reported finding no asbestos in Johnson's Baby Powder. *See* Rohl & Langer et al., *Consumer Talcums and Powders: Mineral and Chemical Characterization*, 2 J. Toxicology & Envtl. Health 255 (1976); *see also* JNJ 000329803. Defendant further admits that the President of Mount Sinai Medical Center, Dr. Langer's institution, issued a public statement affirming that "the most commonly used baby talc has been consistently free of asbestos" and that it was "the opinion of Mount Sinai's Department of

Pediatrics that baby talc is a useful and safe product." *See* JNJ 000026953. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 11: Admit that in an April 26, 1973 letter from Johnson & Johnson employee D. R. Petterson it states, among other things, that "it is our joint conclusion that we should not rely on the 'Clean Mine' approach as a protective device for Baby Powder in the current Asbestos or Asbestos-Form controversy. We believe this mine to be very clean; however, we are also confident that fiber forming or fiber type minerals could be found. The useful of the 'Clean Mine' approach for asbestos only is over."

RESPONSE: Defendant admits that the April 26, 1973 letter from D. R. Petterson, a Johnson & Johnson employee, to D. D. Johnston, produced as the document bearing bates numbers JNJ 000294872—JNJ 000294874, states in part as follows: "It is our joint conclusion that we should not rely on the 'Clean Mine' approach as a protective device for Baby Powder in the current Asbestos or Asbestos-Form controversy. We believe this mine to be very clean; however, we are also confident that fiber forming or fiber type minerals could be found. The usefulness of the 'Clean Mine' approach for asbestos only is over." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 12: Admit in a May 22, 1973 memorandum from Johnson & Johnson employee Dr. Rolle, under the heading for "preconcentration of asbestos followed by x-ray diffraction analysis (Pooley method)," it states, among other things, that "the limitation of this method is that it may be too sensitive."

RESPONSE: Defendant denies this Request because the excerpted language, which is taken out of context, is not reflective of the entirety of the document at issue.

REQUEST NO. 13: Admit that in an October 23, 1973 letter authored by Johnson & Johnson employee Dr. W. Nashed, it states "the proposal will have no impact on our talc since the method of analysis in the proposal will show that our talc is acceptable. However, if they change the method, we may have problems."

RESPONSE: Defendant admits that the October 23, 1973 letter from W. Nashed, a Johnson & Johnson employee, to J. Mullen, produced as the document bearing bates number JNJTALC000445459, states in part as follows: "The proposal will have no impact on our talc since the method of analysis in the proposal will show that our talc is acceptable. However, if they change the method, we may have problems." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 14: Admit that Johnson & Johnson never submitted Dartmouth College's March 1974 study of Windsor Talc to the FDA (as expressed in JNJNL61_000029410 to 000029443).

RESPONSE: Defendant admits that it did not submit the document bearing bates numbers JNJNL61_000029410—JNJNL61_000029443 to the FDA.

REQUEST NO. 15: Admit that in a letter dated December 17, 1974 from Johnson & Johnson employee Wallace Steinberg to Dr. Estrin of the Cosmetics, Toiletries & Fragrances Association, it states, among other things, that "the talc task force has completed the process of development of analytical procedures for determining the presence of chrysotile and tremolite in talc. We believe it is critical for the C.T.F.A. to now recommend these methods to the F.D.A. before the art advances to more sophisticated techniques with higher levels of sensitization."

RESPONSE: Defendant admits that the December 17, 1974 letter from Wallace H. Steinberg, an employee of Johnson & Johnson to Dr. Norman F. Estrin of the Cosmetic, Toiletry,

and Fragrance Association, produced as the document bearing bates number JNJ 000267138, states in part as follows: "The talc task force has completed the process of development of analytical procedures for determining the presence of chrysotile and tremolite in talc. We believe it is critical for the C.T.F.A. to now recommend these methods to the F.D.A before the art advances to more sophisticated techniques with higher levels of sensitization. At this time, Pfizer and Whittaker, Clark and Daniels have delayed supporting the recommendation until they can confirm the reliability of the technique. Both companies have requested and received a two month delay, which we consider reasonable. Any further delays without good justification, we would oppose because delays in our recommendation to the F.D.A. can move us to a less favorable time for review." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 16: Admit that in a February 28, 1975 letter from Johnson & Johnson employee Dr. Rolle, it states, among other things, the following: “we really want to exclude concentration techniques in any proposed analytical procedure and are really looking at this method very quietly so that we will be informed and up-to-date with this area of technology. We want to avoid promotion of this approach.”

RESPONSE: Defendant admits that the February 28, 1975 letter from F. Robert Rolle, an employee of Johnson & Johnson, to Ian Sloan, produced as the document bearing bates numbers JNJ 000300436—JNJ 000300438, states in part as follows: “We are presently practicing and evaluating the Pooley flotation method so we are not in the position to recommend it at this time. Besides, we feel that a detectability limit with our two present methods of 0.5% to 1% is reasonable and provides us a safety margin of 48,300 (see Sivertson report of August 15, 1974). Our major problem with the Pooley procedure is that since one can continually recycle the tailings (concentrate) given enough time, it is possible to arrive at levels of detectability of asbestos in talc

in the ppm range—at what stage of recycling do you stop? We really want to exclude concentration techniques in any proposed analytical procedure and are really looking at this method very quietly so that we will be informed and up-do-date with this area of technology. We want to avoid promotion of this approach." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 17: Admit that in a letter dated May 24, 1976 from R. N. Miller of Windsor Minerals, Inc. to Walter C. McCrone Associates Inc., it states, among other things, that "the samples which are relevant to production and sale of cosmetic talcs in the U.S. and Canadian markets are those bearing the letters 'HC' as part of the prefix."

RESPONSE: Defendant admits that the May 24, 1976 letter from R. N. Miller of Windsor Minerals Inc. to Ian Stewart of Walter C. McCrone Associates Inc., produced as the document bearing bates number JNJ 000314226, states in part as follows: "The samples which are relevant to the production and sale of cosmetic talcs in the U.S. and Canadian markets are those bearing the letters 'HC' as part of their prefix." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 18: Admit that in a December 4, 1978 attachment to a letter from George Lee to Dr. Vernon Rose of NIOSH, Johnson & Johnson defines asbestos as "the finely fibrous form of serpentine known as chrysotile and five fibrous forms of the amphibole group – amosite, anthophyllite, crocidolite and actinolite."

RESPONSE: Defendant admits that the December 4, 1978 letter from George Lee to Dr. Vernon E. Rose of NIOSH, produced as the document bearing bates numbers JNJTALC000911421—JNJTALC000911435, states in part as follows: "asbestos defined as the finely fibrous form of serpentine known as chrysotile and five fibrous forms of the amphibole

group – amosite, anthophyllite, crocidolite, tremolite and actinolite." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 19: Admit that, while test marketing began prior to 1980, national marketing for Johnson's Baby Cornstarch Powder using formula #3552-41-1 began in the year 1980.

RESPONSE: Defendant admits that national marketing for Johnson's Baby Cornstarch Powder using formula #3552-41-1 began in 1980 and further admit that documents reflect that Johnson's Baby Powder containing cornstarch was test-marketed in the United States prior to 1980. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 20: Admit that by July 15, 1981, Johnson & Johnson employee William Ashton was aware that Metropolitan Talc Company was named as a defendant in the case of *Westfall v. Whittaker Clark & Daniels et. al.,* C.A. No. 79-0269 in the United States District Court for the District of Rhode Island.

RESPONSE: Defendant objects to this Request on the grounds that the Request seeks an admission that is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiver of its objections, Defendant admits this Request.

REQUEST NO. 21: Admit that in October 1983 Johnson & Johnson Baby Products Company was named as a defendant in the matter *Gambino v. Johnson & Johnson Baby Products Company,* Docket No. L-064200-83, Superior Court of New Jersey, Law Division, Middlesex County in which the plaintiff alleged injury was talcosis allegedly caused by exposure to Johnson's Baby Powder.

RESPONSE: Defendant admits that, in October 1983, Johnson & Johnson Baby Products Company was named as a defendant in the matter *Gambino v. Johnson & Johnson Baby Products Company*, Docket No. L-064208-83 (N.J. Super.). Defendant further admits that in *Gambino v. Johnson & Johnson Baby Products Company*, Docket No. L-064208-83 (N.J. Super.), plaintiff's alleged injury was talcosis allegedly caused by exposure to Johnson's Baby Powder. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 22: Admit that in September 1997 Johnson & Johnson Consumer Companies, Inc. was named as a defendant, among other entities, in *Darlene Coker et. al. v. Bill Thames Pharmacy et. al*., District Court of Jefferson County, Texas, Cause No. D-157,746 (136th Judicial District) in which it was alleged that Darlene Coker's peritoneal mesothelioma was caused by exposure to talc.

RESPONSE: Defendant admits that in September 1997, Darlene Coker and her husband, Roy Coker, filed suit against McNeill PCC Inc.; Johnson & Johnson Professional Inc.; and Johnson & Johnson Consumer Companies Inc. and others in the District Court of Jefferson County, Texas (136th Judicial District). Defendant further admits that plaintiffs in *Coker v. Bill Thames Pharmacy, Inc.* alleged that defendants "caused Darlene Coker to be fatally exposed to talc, proximately causing her to contract peritoneal mesothelioma." Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 23: Admit that prior to October 6, 1997 Johnson & Johnson never issued a legal hold notice to preserve potentially-relevant documents for litigation alleging personal injury from the use of consumer talc (including Johnson's Baby Powder and Shower to Shower).

RESPONSE: Defendant objects to this Request on the grounds that the Request is overly broad and seeks an admission that is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiver of its objections, Defendant admits it has not located a legal hold notice related to Defendant's cosmetic talc products, including but not limited to Johnson's Baby Powder and Shower to Shower, in connection with claims for personal injury resulting from exposure to those products issued prior to October 6, 1997. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 24: Admit that since at least 1950 Johnson & Johnson required Johnson's Baby Powder to contain no asbestos.

RESPONSE: Defendant admits that, throughout the period in which concerns were raised about asbestos as a possible contaminant in talc and since at least the 1940s, Defendant has required that Johnson's Baby Powder contain no asbestos. Except as expressly admitted here, Defendant denies this Request.

REQUEST NO. 25: Admit that lawyers representing Johnson & Johnson spoke to Dr. Arthur Langer in 2017 about his testing of talc used in Johnson's Baby Power and Shower to Shower in the early 1970s for the presence of asbestos.

RESPONSE: Defendant admits that Johnson & Johnson's lawyers spoke to Dr. Langer in 2017 about his testing of Johnson & Johnson's talc in the early 1970s for the presence of asbestos. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 26: Admit that Johnson & Johnson has not called Dr. Arthur Langer as a witness in any trial.

RESPONSE: Defendant admits this Request.

REQUEST NO. 27: Admit that no bottle of Johnson's Baby Powder sold in the United States ever contained a label that stated Johnson's Baby Powder ever contained any amount of asbestos.

RESPONSE: Defendant objects on the grounds that this Request assumes facts not established.

Subject to and without waiver of its objections, Defendant admits this Request.

REQUEST NO. 28: Admit that no bottle of talc-containing Johnson's Baby Powder sold in the United States ever contained a label that listed the minerals anthophyllite, tremolite or actinolite as an ingredient.

RESPONSE: Defendant objects on the grounds that this Request assumes facts not established.

Subject to and without waiver of its objections, Defendant admits this Request.

VERIFICATION

Stephanie Salcedo v. Avon Products, Inc., et al.
Circuit Court of Cook County, Illinois,
Case No: 2020 L 004505

I, Marc Larkins, verify that I am an Assistant Secretary of Johnson & Johnson, one of the defendants in this action, and am authorized to make this Verification on behalf of Johnson & Johnson. I have reviewed **Defendant Johnson & Johnson's Responses to Plaintiffs' Requests for Admission**. The responses to the discovery described above were prepared with the assistance and advice of counsel, upon whose advice and information Johnson & Johnson and I relied. The foregoing answers are true and correct to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

Dated this 23 day of July, 2021.

Printed Name: Marc Larkins

Signature: _____

EXHIBIT 258

E-SERVICE
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT—LAW DIVISION

STEPHANIE SALCEDO, as Personal Representative of the estate of THERESA M. GARCIA, Deceased, Plaintiffs, vs. **AVON PRODUCTS, INC., et al.,** Defendants.	Case No. 2020 L 004505

DEFENDANT JOHNSON & JOHNSON CONSUMER INC.'S RESPONSES TO PLAINTIFFS' REQUESTS FOR ADMISSION

COMES NOW Defendant Johnson & Johnson Consumer Inc. ("Defendant" or "JJCI"), and provides its Responses ("Responses") to Plaintiffs' Requests for Admission ("Requests") as follows.

By responding to the Requests, Defendant does not concede that the Requests are within the scope of Illinois Supreme Court Rule 216. Further, under that Rule, admissions made herein are solely for the purposes of this action, and cannot be used against Defendant in any other case or proceeding or for any other purpose.

Plaintiffs' action concerns alleged exposure to Johnson & Johnson cosmetic talc products sold in the United States. Johnson's® Baby Powder ("Johnson's Baby Powder" or "JBP") and Shower to Shower®[1] ("Shower to Shower" or "STS") cosmetic talc products sold in the United States (collectively, "JBP/STS") have been manufactured and sold at various periods of time by

[1] One or more of the J&J Companies (as defined herein) manufactured, marketed, and sold Shower to Shower® during the period from approximately the mid-1960s to 2012. In 2012, Shower to Shower® was sold to Valeant Pharmaceuticals International, Inc. ("Valeant"), which currently manufactures, markets and sells the product.

one or more of the Defendant, Johnson & Johnson, and/or their predecessors, subsidiaries and affiliates (together, the "J&J Companies")). Defendant may refer to and incorporate these terms in its Responses below.

Defendant objects to Plaintiffs' Requests to the extent that they seek to impose obligations beyond those set forth in the Illinois Supreme Court Rules, this Court's Local Rules, Case Management Orders or other orders entered by this Court, or any other applicable law or rules. Defendant further objects to Plaintiff's Requests on the grounds that they are overly broad, are unduly burdensome and exceed the scope of permissible discovery under the Illinois Supreme Court Rules insofar as they improperly seek admissions regarding incidental and/or secondary matters and therefore will not assist the parties in narrowing disputed issues in advance of trial. Defendant further objects to Plaintiff's Requests to the extent that they seek to circumvent the Illinois Rules of Evidence or other any other applicable law or rules governing admissibility at trial. Defendant reserves the right to object to the admissibility at trial of these Responses on any grounds.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST NO. 1: Admit that Johnson & Johnson was responsible for the manufacturing of Johnson's Baby Powder sold in the United States during the years 1946 to 1972.

RESPONSE: Defendant admits this Request.

REQUEST NO. 2: Admit that Johnson & Johnson Baby Products Company, a division of Johnson & Johnson, was responsible for manufacturing Johnson's Baby Powder sold in the United States from approximately 1972 to the end of 1978.

RESPONSE: Defendant admits that Johnson & Johnson Baby Products Company, a Division of Johnson & Johnson, was responsible for the manufacturing of Johnson's Baby Powder

sold in the United States from approximately 1972 to the end of 1978. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 3: Admit that Johnson & Johnson Baby Products Company was responsible for manufacturing Johnson's Baby Powder sold in the United States from 1979 to 1981.

RESPONSE: Defendant admits that Johnson & Johnson Baby Products Company was responsible for the manufacturing of Johnson's Baby Powder in sold the United States from approximately 1979 to 1981. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 4: Admit that Johnson & Johnson Baby Products Company was a subsidiary of Johnson & Johnson during the years 1979 to 1981.

RESPONSE: Defendant admits this Request.

REQUEST NO. 5: Admit that Johnson & Johnson Baby Products Company was responsible for manufacturing Johnson's Baby Powder sold in the United States from approximately 1981 to 1988.

RESPONSE: Defendant admits that Johnson & Johnson Baby Products Company was responsible for the manufacturing of Johnson's Baby Powder sold in the United States from approximately 1981 to 1988. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 6: Admit that Johnson & Johnson Baby Products Company was a subsidiary of Johnson & Johnson during the years 1981 to 1988.

RESPONSE: Defendant admits this Request.

REQUEST NO. 7: Admit that Johnson & Johnson Consumer Products, Inc. was responsible for manufacturing Johnson's Baby Powder sold in the United States during the years 1988 to 1997.

RESPONSE: Defendant admits that Johnson & Johnson Consumer Products, Inc. was responsible for the manufacturing of Johnson's Baby Powder sold in the United States from approximately 1988 to 1997. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 8: Admit that Johnson & Johnson Consumer Products, Inc. was a subsidiary of Johnson & Johnson during the years 1988 to 1997.

RESPONSE: Defendant admits this Request.

REQUEST NO. 9: Admit that Johnson & Johnson Consumer Companies, Inc. was responsible for manufacturing Johnson's Baby Powder sold in the United States during the years 1997 to 2015.

RESPONSE: Defendant admits that Johnson & Johnson Consumer Companies, Inc. was responsible for the manufacturing of Johnson's Baby Powder sold in the United States from approximately 1997 to 2015. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 10: Admit that Johnson & Johnson Consumer Companies, Inc. was a subsidiary of Johnson & Johnson during the years 1997 to 2015.

RESPONSE: Defendant admits this Request.

REQUEST NO. 11: Admit that during the period from October 1965 to May 1967 Eastern Magnesia Talc Co., Inc. was a subsidiary of Johnson & Johnson.

RESPONSE: Defendant admits this Request.

REQUEST NO. 12: Admit that in October 1967 Eastern Magnesia Talc Company, Inc. changed its name to Windsor Minerals, Inc.

RESPONSE: Defendant admits that in October 1967 Eastern Magnesia Talc Co., Inc.'s name was changed to Windsor Minerals Inc. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 13: Admit that from at least October 1967 to December 1988 Windsor Minerals, Inc. was a wholly-owned subsidiary of Johnson & Johnson.

RESPONSE: Defendant admits that Windsor Minerals Inc. was a wholly-owned subsidiary of Johnson & Johnson from at least October 1967 to December 1988.

REQUEST NO. 14: Admit that only cosmetic-grade talc from the Hammondsville mine in Vermont was used in the manufacture of Johnson's Baby Powder sold in the United States in batches mixed from February 1967 to September 1979.

RESPONSE: Defendant objects to this Request on the grounds that the Request is compound, vague, and ambiguous in its use of the phrase "in batches mixed."

Subject to and without waiver of its objections, Defendant admits that only cosmetic-grade talc from the Hammondsville mine in Vermont was used in the manufacture of Johnson's Baby Powder sold in the United States from approximately 1967 to 1979. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 15: Admit that on December 26, 1979, Johnson & Johnson Baby Products Company authorized an interim material specification (Interim No. 72118A) for the use of Italian Talc Supra Grade 00000 as a raw material for the manufacture of Johnsons' Baby Powder sold in the United States that remained valid until July 30, 1980.

RESPONSE: Defendant admits that on December 26, 1979 Johnson & Johnson Baby Products Company authorized an interim material specification (Interim No. 72118 A) for the use of Italian Talc Supra Grade 00000 as a raw material for the manufacture of Johnson's Baby Powder sold in the United States and further admits that Interim No. 72118 A was not valid after July 30, 1980. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 16: Admit that from August 1980 to December 2002 the talc in Johnson's Baby Powder sold in the United States consisted of only cosmetic-grade talc from specific talc mines located in the State of Vermont.

RESPONSE: Defendant admits this Request.

REQUEST NO. 17: Admit that the Argonaut mine in Vermont was qualified as a potential source of cosmetic-grade talc for use in the manufacture of Johnson's Baby Powder sold in the United States by July 1976.

RESPONSE: Defendant admits that the Argonaut mine in Vermont was qualified as a potential source of cosmetic-grade talc for use in the manufacture of Johnson's Baby Powder sold in the United States in approximately July 1976, when it was qualified as a backup source. *See* JNJTALC000168988. Defendant states that in order to be approved as a mine source, the ore body and potential talc source goes through rigorous testing; and further, that each shipment of talc provided to Defendant had to meet Defendant's specifications and testing requirements. However, Defendant denies that approval of a particular mine necessitated its use in Johnson's Baby Powder. Except as expressly admitted herein, Defendant denies this Request.

REQUEST NO. 18: Admit that at times in 1986 to 1990 a blend of ore from the Hammondsville and Argonaut talc mines was used to produce Windsor 66 talc.

RESPONSE: Defendant admits this Request.

REQUEST NO. 19: Admit that at times in 1991 a blend of ore from the Argonaut and Hamm talc mines was used to produce Windsor 66 talc.

RESPONSE: Defendant admits this Request.

REQUEST NO. 20: Admit that from January 2002 to December 2002 only cosmetic-grade talc from the Argonaut mine in Vermont was used in the manufacture of Johnson's Baby Powder sold in the United States.

RESPONSE: Defendant admits this Request.

REQUEST NO. 21: Admit that only cosmetic-grad talc from specific mines in China was used in the manufacture of Johnson's Baby Powder sold in the United States from January 2004 to December 2009.

RESPONSE: Defendant admits this Request.

REQUEST NO. 22: Admit that at times in at least 1973 to 1984 Windsor Minerals, Inc. sold some talc from both the Hammondsville and Argonaut mines in the State of Vermont that was rejected for use in cosmetic talc was processed into industrial talc, including talc supplied to the roofing industry.

RESPONSE: Defendant objects on the grounds that this Request is overly broad. Defendant further objects to this Request on the grounds that the Request seeks an admission that is neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the discovery of admissible evidence insofar as industrial talc was not used in the manufacture of the products at issue. Defendant further objects to this Request on the grounds that it is unintelligible and not susceptible to a reasonable response.

REQUEST NO. 23: Admit that all bottles of Johnson's Baby Powder sold in the United States were packaged in bottles made of plastic from February 1967 to 2010.

RESPONSE: Defendant admits that all Johnson's Baby Powder sold in the United States from February 1967 to 2010 was packaged in plastic bottles.

REQUEST NO. 24: Admit that all bottles of Johnson's Baby Powder sold in the United States from February 1967 to December 1974 contained talc.

RESPONSE: Defendant admits this Request.

REQUEST NO. 25: Admit that, during at least the years 1989 to 2010, all bottles of Johnson's Baby Powder sold in the United States packaged with a white cap contained talc rather than corn starch.

RESPONSE: Defendant admits this Request.

REQUEST NO. 26: Admit that Johnson's Baby Powder was available for purchase in the State of Illinois at all times from 1967 to 2010.

RESPONSE: Defendant admits this Request.

REQUEST NO. 27: Admit that Johnson's Baby Powder was available for purchase in at least some Walgreens (Walgreen Co.) retail stores in the State of Illinois at all times from 1967 to 2010.

RESPONSE: As to the period 1967 to 1992, Defendant states that after reasonable inquiry the information known or readily obtainable by Defendant is insufficient to enable Defendant to admit or deny this Request. As to the period 1993 to 2010, Defendant admits that Johnson's Baby Powder was sold to Walgreen Company in Illinois.

REQUEST NO. 28: Admit that no bottle of Johnson's Baby Powder sold in the United States ever contained a label that stated any other person or entity informed Johnson & Johnson of a positive finding for asbestos in Johnson's Baby Powder.

RESPONSE: Defendant objects on the grounds that this Request assumes facts not established.

Subject to and without waiver of its objections, Defendant admits this Request.

VERIFICATION

Stephanie Salcedo v. Avon Products, Inc., et al.
Circuit Court of Cook County, Illinois,
Case No: 2020 L 004505

I, Michelle Anderson, verify that I am an Assistant Secretary of Johnson & Johnson Consumer Inc. ("JJCI"), one of the defendants in this action, and am authorized to make this Verification on behalf of JJCI. I have reviewed **Defendant Johnson & Johnson Consumer Inc.'s Responses to Plaintiffs' Requests for Admission**. The responses to the discovery described above were prepared with the assistance and advice of counsel, upon whose advice and information JJCI and I relied. The foregoing answers are true and correct to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

Dated this 22nd day of July, 2021.

Printed Name: Michelle Anderson

Signature: Michelle L Anderson

Commonwealth of Pennsylvania - Notary Seal
Tallithia R. Lawson, Notary Public
Montgomery County
My commission expires December 27, 2024
Commission number 1273555
Member, Pennsylvania Association of Notaries

TALLITHIA LAWSON NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

EXHIBIT 259

Exhibit
151
7th Jan 2021

Johnson & Johnson

EXHIB

June 28, 1977

SUBJECT: Audit Testing of Windsor 66 Talc for Asbestos

TO: Mr. G. Lee

FROM: Mr. A. Frank

To formalize the audit testing currently performed to ensure the absence of asbestos in Windsor 66 Talc, the following protocol is currently being used:

1) Scope

Windsor 66 talc is manufactured from a previously approved mine site known to contain an acceptable cosmetic grade talc ore which has been tested by and has met the requirements for detectable asbestos by the test methods and sampling plan described below. Windsor Minerals will assure mine site evaluation data to include analysis of diamond drill core samples, and deposit testing of composite ore samples removed from the mine site during the development phase prior to production of cosmetic talc to be used for JOHNSON'S* Baby Powder.

Asbestos is defined to be the fibrous serpentine, chrysotile and the fibrous forms of the amphibole group as represented by amosite, anthophyllite, crocidolite, tremolite asbestos and actinolite.

2) Testing Requirements

CHARACTERISTIC	TEST METHOD	REQUIREMENT
Fibrous Amphibole Forms	CTFA J4-1	None detected
Serpentine Forms (Chrysotile)	TM 7019	None detected
Asbestiform Minerals (fibrous forms) (Transmission Electron Microscopy)	TM 7024	None detected

-continued-

23-213

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3) Testing Procedure/Frequency

The following sample types are tested on an audit basis according to the test procedures and frequencies noted.

SAMPLE TYPE	TESTS	FREQUENCY
Raymond Grind	TM 7024	bi-weekly composite sample
Flash Dried Talc	CTFA J4-1 TM 7019	weekly composite samples
Finished Talc	TM 7024	quarterly audit of random sample

A. M. Frank

AMF:eap

cc: H. Cohen
L. Orlando
J. Runnells

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Exhibit
149
7th Jan 2021

Johnson & Johnson

BABY PRODUCTS COMPANY RARITAN, N. J. 08869

February 23, 1978

Mr. R. N. Miller, President
Windsor Minerals, Inc.
P. O. Box 680
Windsor, Vermont 05089

Dear Roger:

As you know, Windsor Minerals and the Baby Products Company have already authorized the documentation of a "no detectable asbestos" requirement in the Windsor 66 Talc Material Specification. In this regard, the testing requirement is solely for fibrous amphibole by the CTFA Method J4-1 and is intended to make the specification wholly consistent with the CTFA standard for cosmetic grade talc.

However, we need to recognize that Windsor Minerals and Johnson and Johnson have exercised more extensive controls and testing in the past than just meeting the J4-1 requirement. Furthermore, we intend continuing to surpass the industry testing as reflected by CTFA's J4-1. During the July 15, 1977 meeting in your office, we had agreed to the need of documenting the entire audit protocol which has been your standard operating policy and procedure since August 1973 and will continue to be practised by Windsor Minerals for Windsor 66 Talc. These are the following:

Examination for Non-Detection of Asbestos

Asbestos is defined to be the fibrous serpentine, chrysotile and the fibrous forms of the amphibole group as represented by amosite, anthophyllite, crocidolite, tremolite asbestos and actinolite.

Material will be tested for conformance on an audit basis, frequencies noted according to sample types described and tests required:

Mr. R. N. Miller
Windsor Minerals, Inc.
Windsor, Vermont

Sample Type	Tests	Frequency
Ground Ore	TM 7024	biweekly composite samples by Windsor
Flash Dried Talc	CTFA J4-1 TM 7019	weekly composite samples by J&J

Characteristic	Test	Requirement
Fibrous amphibole forms	CTFA J4-1	none detected
Serpentine forms	TM 7019	none detected
Asbestiform minerals	TM 7024	none detected

Windsor 66 talc shall be manufactured from a previously approved mine site known to contain an acceptable cosmetic grade talc ore which has been tested by and has met the requirements for asbestos according to the test methods and sampling plan described above. Windsor Minerals will assure mine site evaluation data to include analysis of diamond drill core samples and deposit testing of composite ore samples removed from the mine site during the development phase prior to production of cosmetic talc to be used for JOHNSON'S Baby Powder.

Sincerely,

George Lee

/by
Attachment: TM 7019
TM 7024

cc: D. R. Petterson
J. E. Runnells
B. M. Deavenport

JNJ000237200

Metadata

AttachCount	2	ORIGINAL
BegAttach	JNJ 000237200	ORIGINAL
Confidentiality	N	ORIGINAL
Custodian	Legacy 1	ORIGINAL
DateMod	02/23/1978 12:00 AM	ORIGINAL
EndAttach	JNJ 000237208	ORIGINAL
FileName	K000068011.TIF - K000068012.TIF	ORIGINAL
FileSize	0.00	ORIGINAL
PgCount	2	ORIGINAL

Johnson & Johnson
CONSUMER PRODUCTS, INC.

SPEC NO: RM08006

DOC TYPE: RAW MATERIAL

SUBJECT: CYPRUS WINDSOR MINERALS CORPORATION GRADE 66 TALC

LOCATION: Royston

REVISION	AUTHORIZATION	DESCRIPTION OF CHANGE
03/01/90	CR012001	Specification converted to CPI numbering system (was 8-006).
06/28/90	CR012201	Arsenic Content changed from NMT 2 ppm to NMT 2.5 ppm. PCA, Puerto Rico and Baby Lotion w/Powder deleted.
09/26/90	CR012330	Sec. 5, Acceptance, Hamm Mine (Windham) added. (V. McCluskey)
01/07/92	CR013276	Specification revised making IS76906 standard (R. Corder).

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Johnson & Johnson
CONSUMER PRODUCTS, INC.

SPEC NO: RM08006

DOC TYPE: RAW MATERIAL

SUBJECT: CYPRUS WINDSOR MINERALS CORPORATION GRADE 66 TALC

LOCATION: Royston

PRODUCT(S): BABY POWDER
BABY POWDER CORNSTARCH

Protected Document--Subject to Protective Order RoA_01924

DOC TYPE: RAW MATERIAL

SUBJECT: CYPRUS WINDSOR MINERALS CORPORATION GRADE 66 TALC

LOCATION: Royston

1.0 DESCRIPTION

A hydrous magnesium silicate (also called magnesium acid metasilicate), a fine white lustrous powder, slippery, adherent to skin with no foreign odor or grittiness.

2.0 PROPERTIES & REQUIREMENTS

2.1 Asbestos (CTFA/J4-1)(TM7024)

None detected. Asbestos is defined to be the fibrous serpentine, chrysotile and the fibrous forms of the amphibole group as represented by amosite, anthophylitte, crocidolite, tremolite and actinolite.

2.2 Moisture (TM7164)

NMT 0.15%

2.3 Solubility by Acid (TM7165)

NMT 2.0%

2.4 Magnesite ($MgCO_3$)%(TM7171 or TM7077 or TM7716)

NMT 1.10% $MgCO_3$

2.5 Bulk Density (TM7166)

20.5 to 25.5 lb./cu. ft. or metric equivalent at Cyprus Windsor Minerals.

2.6 Color (TM7170 or TM7071)

White as compared to a previously accepted lot or minimum of 85.5 reflectance reading.

2.7 Fineness (TM7070 or TM7167)

Through 60 mesh, 100%. Through 100 mesh, at least 99.7%, through 200 mesh, at least 98.5%.

2.8 Heavy Metals (TM7168)

NMT 10 ppm

2.9 Arsenic (TM7169 or TM7717)

NMT 2.5 ppm

2.10 Water Soluble Iron (USP)

Pass Test

2.11 Microbial Requirement (TM7807)

Samples taken from Cyprus Windsor silos, trucks or bags shall contain no detectable harmful microorganisms and the total count shall be no greater than 50 microorganisms per gram of product. (See section 7 for details of testing)

3.0 CERTIFICATE OF ANALYSIS

A silo source analytical certificate will provide numerical analytical results required in Secs. 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 and 2.11 of this specification. Secs. 2.8 and 2.10 will be reported as pass/fail. These results are obtained from a silo composite sample which is comprised from samples taken at eight hour intervals during the filling of the silo. The silo source analytical certificate will reference the railcar or trailer number(if a trailer is used to ship directly to Royston).

The certificate of analysis and the railcar/ or trailer seal log required as per SOP-B30 will accompany the preshipment samples to Royston and will be sent to the Royston Microbiology Laboratory.

The Certificate of Analysis is an Acceptance/Rejection criteria.

4.0 PACKING, MARKING & STORAGE

4.1 Packing

In suitable bags to protect contents from loss, contamination and deterioration in normal shipment and storage. Pallets of bagged material must be either stretch wrapped or covered with corrugated and secured with straps. Each bag shall contain 50 lbs. or metric equivalent. Bulk shipments will be made in CPI approved railcars and trailers.

4.2 Marking

Each bag shall be marked with:
Contents Name, Supplier
Name, Supplier Lot No.
Net Weights
Purchaser's Code

Bulk shipments are identified by the individual number of the particular trailer or railcar.

Protected Document--Subject to Protective Order RoA_01926

4.3 Storage

If stored in bags, keep in dry area. Suitable bulk silos (for CPI): Buttler electro-fused polymer utilizing white flint-flex powder #531-7010 manufactured by DuPont.

5.0 ACCEPTANCE

There shall be no change in the supplier's process or composition of the material without prior notification to and approval of JOHNSON & JOHNSON. Any non-conformance to the specified Description/Properties & Requirements, shall be cause for rejection.

The following mine properties in Vermont are qualified and approved to provide ore for processing into Grade 66 talc: Hammondsville Mine, Argonaut Mine, Rainbow Mine, Hamm Mine (Windham).

6.0 RAILCAR LOADING & SAMPLING

Railcar loading, unloading and sampling shall be in accordance with the approved J&J Consumer Products Procedure SOP-B30.

7.0 FREQUENCY OF CHARACTERISTICS TO BE TESTED

No.	Characteristic	T.M.	Frequency
2.1	Asbestos(a)	CTFA/J4-1	Per Note 1A
2.1	(b)	TM7024	Per Note 1B
2.2	Moisture	TM7164	Certified per 2a
2.3	Solubility by Acid	TM7165	Certified per 2a
2.4	Magnesite ($MgCO_3$)%	TM7171/TM7077/ TM7716	Certified per 2b
2.5	Bulk Density	TM7166	Certified per 2b
2.6	Color	TM7170 or TM7071	Certified per 2b
2.7	Fineness	TM7167 or TM7070	Certified per 2b
2.8	Heavy Metals	TM7168	Certified per 2a
2.9	Arsenic	TM7169 or TM7717	Certified per 2a
2.10	Water Soluble Iron	USP	Certified per 2a
2.11	Microbial Requirement	TM7807	Every silo-See 3a Every railcar 3b

DOC TYPE: RAW MATERIAL

SUBJECT: CYPRUS WINDSOR MINERALS CORPORATION GRADE 66 TALC

LOCATION: Royston

NOTE:

1A. A composite sample is made from every two completed silos, labeled with silo numbers and production dates and forwarded to J & J Consumer Products for x-ray diffraction. Results are reported to Windsor Minerals.

1B. Quarterly composite samples of above silo samples will be evaluated by TM 7024 by CPI and data reported to Windsor Minerals.

2. Certificates of Analysis are received from Windsor Minerals with each pre-shipment microbial sample. Analytical testing frequencies.

a. Tested on silo composite after each silo is filled.
b. Tested in two hour composite samples. Each silo is released on the average result of all the two hour composite sample results.

3. Microbial

a. Microbial testing performed on flash dried samples taken as the silo is being filled to represent a stratified sampling of at least 30 samples. (Royston is used as the testing lab.)

b. Microbial testing will be conducted on the pre-shipment composite sample of each railcar taken as per SOP-B30.

NOTE: TM7807 using only 1 gram for Aerobic Microorganism Enrichment Diagnostic testing.

DOC TYPE: RAW MATERIAL

SUBJECT: CYPRUS WINDSOR MINERALS CORPORATION GRADE 66 TALC

LOCATION: Royston

QUALITY ASSURANCE INFORMATION

1.0 FREQUENCY OF CHARACTERISTICS TO BE TESTED

No.	Characteristic	T.M.	Frequency
2.1	Asbestos(a)	CTFA/J4-1	Per Note 1A
2.1	(b)	TM7024	Per Note 1B
2.2	Moisture	TM7164	Certified per 2a
2.3	Solubility by Acid	TM7165	Certified per 2a
2.4	Magnesite ($MgCO_3$)%	TM7171/TM7077/ TM7716	Certified per 2b
2.5	Bulk Density	TM7166	Certified per 2b
2.6	Color	TM7170 or TM7071	Certified per 2b
2.7	Fineness	TM7167 or TM7070	Certified per 2b
2.8	Heavy Metals	TM7168	Certified per 2a
2.9	Arsenic	TM7169 or TM7717	Certified per 2a
2.10	Water Soluble Iron	USP	Certified per 2a.
2.11	Microbial Requirement	TM7807	Every silo-See 3a Every railcar 3b

NOTE:

1A. A composite sample is made from every two completed silos, labeled with silo numbers and production dates and forwarded to JJCPI for x-ray diffraction. Results are reported to Windsor Minerals.

1B. Quarterly composite samples of above silo samples will be evaluated by TM7024 by CPI and data reported to Windsor Minerals.

2. Certificates of Analysis are received from Windsor Minerals with each pre-shipment microbial sample. Analytical testing frequencies.

   a. Tested on silo composite after each silo is filled.
   b. Tested in 2 hour composite samples. Each silo is released on the average result of all the 2 hour composite sample results.

3. Microbial

   a. Microbial testing performed on flash dried samples taken as the silo is being filled to represent a stratified sampling of at least 30 samples. (Royston is used as the testing lab.)
   b. Microbial testing will be conducted on the pre-shipment composite sample of each railcar taken as per SOP-B30. (NOTE: TM7807 using only 1 gram for Aerobic Microorganism Enrichment Diagnostic testing.)

4. JJCPI acceptable limit on samples taken from railcars or trucks at the receiving point is between 20.5 to 27.0 lb./cu. ft.
5. All tests should be accepted under Certificate of Analysis.

JOHNSON & JOHNSON
CONSUMER PRODUCTS, INC.

September 26, 1997

Luzenac America, Inc.
P.O. Box 680
Windsor, VT 05089

Listed below are JOHNSON & JOHNSON Consumer Products Company Specifications which apply to your location. A copy of each is enclosed.

SPEC. NO.	ISSUE DATE
RM08006	09/23/97

If you have any questions, issues or concerns with any specification received, please respond in writing to the Technical Originator (name and telephone number on page 1 of the specification) or the appropriate contact at J&J CPI. Action will be taken to resolve the problems identified.

If there is no response sent back to J&J CPI, it will be assumed that you have received and are in full agreement with all specifications identified above.

TO: CHEMICAL AND PROCESS MATERIAL SUPPLIERS:

Please forward a copy of any recently revised MSDS to the J&J CPI Specifications Department, Skillman, NJ.

TO: **ALL SUPPLIERS:**

The last 2 or 3 pages of all Material and Package Material Specifications have been removed from your copy as they only apply to JOHNSON & JOHNSON QA.

To ensure proper control of specification information, please retrieve and destroy or archive all obsolete specifications.

Thank You.

JOHNSON & JOHNSON
Consumer Products, Inc.
Specifications Department

Protected Document – Subject to Protective Order

DOC TYPE: MATERIAL SPECIFICATION

SUBJECT: LUZENAC AMERICA, INC., WINDSOR GRADE 66 TALC

LOCATION: ROYSTON, KOLMAR, SILLIKER (NJ)

REVISION	AUTHORIZATION	DESCRIPTION OF CHANGE
01/31/95	CR019240	Location revised. Product Page deleted. (M. Frazee)
07/20/95	CR021423	Location revised. Requirements for Micatin added and Specification re-formatted per QAP00037. Section 7.0, Microbial Req, Frequency revised. Note 1.C.3 updated. Sec. 9.3, Sampling Req. at Kolmar, Analytical updated and Sec. 9.4, Characteristics revised. (F. Holub) (908-874-1842)
08/17/95	CR021933	Section 10.1, Microbial Release Criteria, revised. (M. Caganek) (908-874-1419)
03/15/96	CR023882	Sec. 9.3 SAMPLING REQUIREMENTS AT KOLMAR, for Microbiological revised. (M. Munshi) (908-874-1839)
09/30/96	CR025300	Sec. 7.0, Luzenac Technical Center included in Note 1A. Note 1B changed from J&J to Luzenac. Note 1D added for heavy metals testing of yearly composite. Sec. 9.4, SOPB30 added under testing requirements, and Royston requirements for Ship to Production. (R. Corder) (706-245-2024)
09/23/97	CR028951	Sec. 2.7 COLOR, revised to include Luzenac test method STM76 with a minimum requirement of 84.5 reflectance. Company name updated. (C. Wilkes) (706-245-2101)

RECEIVED
OCT - 1 1997
LUZENAC AMERICA
WINDSOR, VT

DOC TYPE: MATERIAL SPECIFICATION

SUBJECT: LUZENAC AMERICA, INC., WINDSOR GRADE 66 TALC

LOCATION: ROYSTON, KOLMAR, SILLIKER (NJ)

1.0 DESCRIPTION

A hydrous magnesium silicate (also called magnesium acid metasilicate), a fine white lustrous powder, slippery, adherent to skin with no foreign odor or grittiness.

2.0 PROPERTIES & REQUIREMENTS

2.1 Infrared Identification (CTFA/G3-1)

The infrared spectrum of the sample should exhibit absorption bands of the sample pattern and placement as those exhibited by the standard, with no extraneous bands present, as determined by a qualified analyst.

2.2 Asbestos (CTFA/J4-1, J6-1)(TM7024)

None detected. Asbestos is defined to be the fibrous serpentine, chrysotile and the fibrous forms of the amphibole group as represented by amosite, anthophylitte, crocidolite, tremolite and actinolite.

3.0 CERTIFICATE OF ANALYSIS

A silo source analytical certificate will provide numerical analytical results required for items 3.1-3.6 and 3.10 below. Secs. 3.7-3.9 below will be reported as pass/fail. These results are obtained from a silo composite sample which is comprised from samples taken at eight hour intervals during the filling of the silo. The silo source analytical certificate will reference the railcar or trailer number(if a trailer is used to ship directly to Royston) or lot number of bags.

The certificate of analysis and the railcar/ or trailer seal log required as per SOPB30 will accompany the preshipment samples to Royston and will be sent to the Royston Microbiology Laboratory.

The Certificate of Analysis is an Acceptance/Rejection criteria.

3.1 Moisture (TM7164)

NMT 0.15%

3.2 Solubility by Acid (TM7165)

NMT 2.0%

3.3 Magnesite ($MgCO_3$)% (TM7171 or TM7077 or TM7716)

NMT 1.10% $MgCO_3$

3.4 Bulk Density (TM7166)

20.5 to 25.5 lb./cu. ft. or metric equivalent at Windsor Location.

3.5 Color (TM7170 or TM7071 or STM76)

White as compared to a previously accepted lot, a minimum of 85.5 reflectance reading for TM7071 or a minimum of 84.5 reflectance for Luzenac test method STM76 Minolta Color Analysis.

3.6 Fineness (TM7070 or TM7167)

Through 60 mesh, 100%. Through 100 mesh, at least 99.7%, through 200 mesh, at least 98.5%.

3.7 Heavy Metals (TM7168)

NMT 10 ppm

3.8 Arsenic (TM7169 or TM7717)

NMT 2.5 ppm

3.9 Water Soluble Iron (USP)

Pass Test

3.10 Microbial Requirement (TM7807)

Samples taken from Windsor silos, trucks or bags shall contain no detectable harmful microorganisms and the total count shall be no greater than 50 microorganisms per gram of product. (See section 7 for details of testing)

4.0 PACKING, MARKING & STORAGE

4.1 Packing

In suitable bags to protect contents from loss, contamination and deterioration in normal shipment and storage. Pallets of bagged material must be either stretch wrapped or covered with corrugated and secured with straps. Each bag shall contain 50 lbs. or metric equivalent. Bulk shipments will be made in CPC approved railcars and trailers.

4.2 Marking

Each bag shall be marked with:
Contents Name, Supplier
Name, Supplier Lot No.
Net Weights
Purchaser's Code

Bulk shipments are identified by the individual number of the particular trailer or railcar.

4.3 Storage

If stored in bags, keep in dry area. Suitable bulk silos (for CPC): Buttler electro-fused polymer utilizing white flint-flex powder #531-7010 manufactured by DuPont.

5.0 ACCEPTANCE

There shall be no change in the supplier's process or composition of the material without prior notification to and approval of JOHNSON & JOHNSON. Any non-conformance to the specified Description/Properties & Requirements, shall be cause for rejection.

The following mine properties in Vermont are qualified and approved to provide ore for processing into Grade 66 talc: Hammondsville Mine, Argonaut Mine, Rainbow Mine, Hamm Mine (Windham).

6.0 RAILCAR LOADING & SAMPLING

Railcar loading, unloading and sampling shall be in accordance with the approved J&J Consumer Products Procedure SOPB30.

7.0 FREQUENCY OF CHARACTERISTICS TO BE TESTED

No.	Characteristic	T.M.	Frequency
2.1	Infrared ID	CTFA/G3-1	Per Note 1C
2.2A	Asbestos (a)	CTFA/J4-1, J6-1	Per Note 1A
2.2B	(b)	TM7024	Per Note 1B
3.1	Moisture	TM7164	Certified per 2a
3.2	Solubility by Acid	TM7165	Certified per 2a
3.3	Magnesite ($MgCO_3$)%	TM7171/TM7077/ TM7716	Certified per 2b
3.4	Bulk Density	TM7166	Certified per 2b
3.5	Color	TM7170/TM7071/ STM76	Certified per 2b
3.6	Fineness	TM7167 or TM7070	Certified per 2b
3.7	Heavy Metals	TM7168 BPT148, and modified TM7165	Certified per 2a 1D
3.8	Arsenic	TM7169 or TM7717 BPT148, and modified TM7165	Certified per 2a 1D
3.9	Water Soluble Iron	USP	Certified per 2a
3.10	Microbial Req.	TM7807	Every silo-See3a Every railcar 3b Per Section 4.0, Sampling Requirement at Kolmar

DOC TYPE: MATERIAL SPECIFICATION

SUBJECT: LUZENAC AMERICA, INC., WINDSOR GRADE 66 TALC

LOCATION: ROYSTON, KOLMAR, SILLIKER (NJ)

NOTE:

1A. A composite sample is made from every two completed silos, labeled with silo numbers and production dates and forwarded to the Luzenac America Technical Center, Englewood, Co. Luzenac will perform the x-ray diffraction as per CTFA J4-1 and J6-1. Results are reported to Johnson & Johnson CPC, Royston, GA.

1B. Quarterly composite samples of above silo samples will be evaluated by TM7024 by Luzenac America and data reported to Johnson & Johnson CPC, Royston, GA.

1C. For transfer of preapproved raw material to a new location only.

1D. Luzenac will make a yearly composite of the quarterly samples and analyze for heavy metals (Fe, Ni, Mn, Co, Cu, Cr, Cd, Pb and As) by BPT 148. The Pb and As are to be analyzed by the same method, but with the following modifications: 5 gm of talc is first extracted in dilute hydrochloric acid according to TM7165 and the final dilution of the extracted solution is changed from 100ml to 50ml. Results of yearly composite are sent to J&J CPC.

2. Certificates of Analysis are received from Luzenac America with each pre-shipment microbial sample. Analytical testing frequencies.

   a. Tested on silo composite after each silo is filled.
   b. Tested in two hour composite samples. Each silo is released on the average result of all the two hour composite sample results.

3. Microbial

   a. Microbial testing performed on flash dried samples taken as the silo is being filled to represent a stratified sampling of at least 30 samples. (Royston is used as the testing lab.)

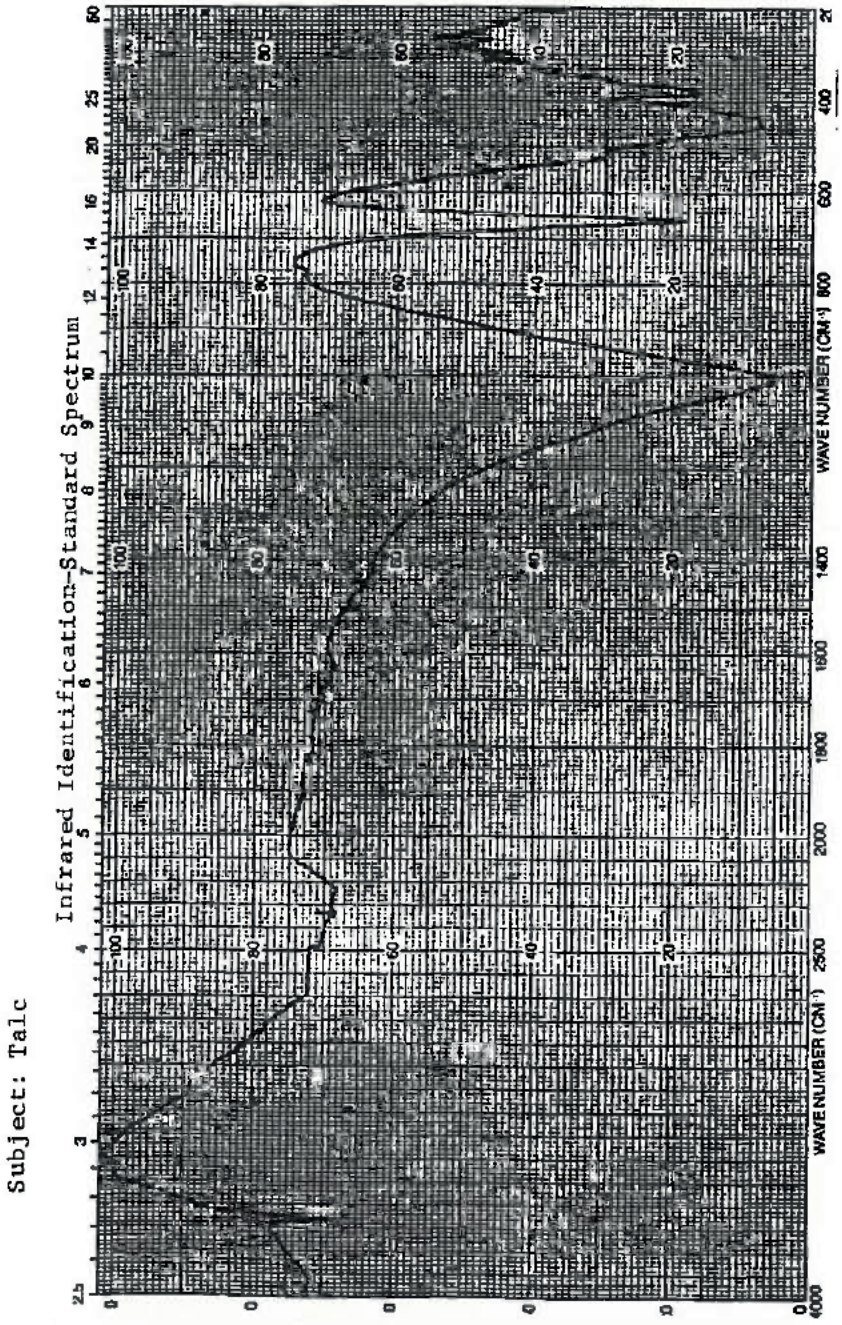
   b. Microbial testing will be conducted on the pre-shipment composite sample of each railcar taken as per SOPB30.

DOC TYPE: MATERIAL SPECIFICATION

SUBJECT: LUZENAC AMERICA, INC., WINDSOR GRADE 66 TALC

LOCATION: ROYSTON, KOLMAR, SILLIKER (NJ)

8.0 IR PAGE IMAGE_FIGURE: CR017504.001



Subject: Talc

Scan Speed: 6 min
Split: N
Sampling: KBr
Cell Type: NA

Tm: CTFA G3-1
Analyst: L. Farindch
Date: 3-3-92
Ref: 1370-159

EXHIBIT 260

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY
DOCKET NO. MID-1809-17AS
APPELLATE DOCKET NO._____

DOUGLAS AND ROSALYN BARDEN, Plaintiff, v. BRENNTAG NORTH AMERICA, et al., Defendants.	)	TRIAL (VOLUME 1 OF 2)
DAVID CHARLES ETHERIDGE AND DARLENE PASTORE ETHERIDGE, Plaintiffs, v. BRENNTAG NORTH AMERICA, et al., Defendants.	)	MID-L-0932-17AS
D'ANGELA McNEILL-GEORGE, Plaintiff, v. BRENNTAG NORTH AMERICA, et al., Defendants.	)	MID-L-7049-16AS
WILLIAM AND ELIZABETH RONNING, Plaintiffs, v. BRENNTAG NORTH AMERICA, et al., Defendants.	)	MID-L-6040-17AS

Job No. NJ3446610

Place: Middlesex County Courthouse
56 Paterson Street
New Brunswick, New Jersey 08903

Date: Monday, July 22, 2019
9:24 a.m.
(Volume 1 of 2)
(Pages 1 - 200)

Before:
HON. ANA C. VISCOMI, J.S.C.,

TRANSCRIPT ORDERED BY:
MOSHE MAIMON ESQ.
LEVY KONIGSBERG

SILVIA P. WAGE, CCR CRR
PRIORITY ONE
290 West Mount Pleasant Avenue
Livingston, New Jersey 07039
(718) 983-1234
E-mail: P1steno@veritext.com

APPEARANCES:

CHRISTOPHER PLACITELLA, ESQ.
COHEN PLACITELLA & ROTH
127 Maple Avenue
Red Bank, New Jersey 07701
-and-
MOSHE MAIMON, ESQ.
LEVY KONIGSBERG
800 Third Avenue
11th Floor
New York, New York 10022
-and-
CHRIS J. PANATIER, ESQ.
SIMON GREENSTONE PANATIER
1201 Elm Street
Suite 3400
Dallas, Texas 75270
Attorneys for Plaintiffs, Douglas and Rosalyn Barden, Charles Etheridge and Darlene Pastore Etheridge, D'Angela McNeill-George, William and Elizabeth Ronning

DIANE P. SULLIVAN, ESQ.
JACK NOLAN, ESQ.
WEIL GOTSCHAL & MANGES LLP
17 Hulfish Street
Suite 201
Princeton, New Jersey 08542
-and-
JOHN C. GARDE, ESQ.
JOHN FLAHERTY, ESQ.
McCARTER & ENGLISH
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attorneys for Defendants Johnson & Johnson, and Johnson & Johnson Consumer, Inc.

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THE COURT: Good morning, Dr. Hopkins.

THE WITNESS: Good morning, your Honor.

(Sidebar.)

THE COURT: So we are at sidebar and we began argument on Friday. I think all the arguments were in relative to --

(There is a discussion off the record.)

THE COURT: I don't know. Was there additional argument that counsel wanted to make or are we done with argument? (INAUDIBLE.)

MS. SULLIVAN: And just to emphasize, your Honor, Evidence Rule 701 and lay opinion from fact witnesses can be permitted, if it's consistent with your experience in product -- particularly, in product liability case.

And, specifically, citing the Appellate Division's decision in Navarro v. George Koch & Sons, 512 -- I'm sorry, 211 N.J. Super. 558 and, actually, the Court held it might be reversible to not permit that kind of testimony.

MR. MAIMON: Just a moment, your Honor.

THE COURT: Sure.
MR. MAIMON: So Rule 701 does allow lay opinion testimony. But that has to be based on the perception of the witness. And so the classic example is that a witness can say how fast was a car going but, for instance, the Appellate Division and the Supreme Court has held that it would be error to let a police officer say the car was going so fast and the car was speeding based on the statements of others because that's just a vehicle to admit hearsay. And I'm just looking at the commentary on Rule 701.
Very clearly, the commentary makes that a nonexpert may give his opinions on matters of common knowledge and observation but not on areas that would usurp the function of expert opinion.
The discussion of products liability cases has been restricted to people who were involved in the design so that the designers of products such as a chair, and that's the Navarro case, could say that providing an undersized chair, this is the reason it was designed that way, so that's somewhat of an opinion, but it's not an opinion where it goes to the product defect. It's not an opinion that's an expert opinion. It's

opinion within not only the knowledge but the perception of somebody. And I think that we get -- we get confused when we say that a person's personal knowledge is based on what other people have told them. And our courts have said that the party opponent exception is -- is allowed to have those statements. But the same way in which we could offer in the Answers to Interrogatories of Johnson & Johnson, they could not offer in their own Answers to Interrogatories.
We could offer the corporate representative deposition of Johnson & Johnson. The rule on admissibility of depositions makes it clear as well as the case law they could not offer their own. And so we do not believe that Dr. Hopkins can offer any opinions where he lacks personal knowledge.
MS. SULLIVAN: And, your Honor, just to follow up on the Navarro case, it wasn't the chair case. It actually involves the design of latches and the Court held that the employee there who was familiar with design manufacturer testing issues should be able to testify consistent with his knowledge and experience with the company.
MR. PLACITELLA: And that employee

had personal knowledge.
THE COURT: Okay. So here where this is going to come in is the whole issue with his cross-examination and so I previously ruled so there's no personal use testimony coming in. There's no expert testimony going to come in because he's not an expert. There is no hearsay testimony coming in unless it meets one of the exceptions.
With regard to this whole area, I believe, this is going to -- from what you've -- Counsel advised really kind of come up during cross-examination of the witness.
So I've previously allowed testimony within, I believe, the confines of 602 and 701. We have to remember his role at the company was as the head of product safety for the time period that he was there. And so if it's within his personal knowledge in that role, the Court will allow that testimony.
This is going to be the situation where, I mean, Counsel, if you feel that he's going outside that role and not testifying within his personal knowledge, then we can come to sidebar.
MR. PANATIER: Yes, your Honor.
THE COURT: Okay?

MR. MAIMON: Understood.
MS. SULLIVAN: Yes, your Honor.
THE COURT: Thank you.
MR. MAIMON: Thank you, your Honor.
(Sidebar ends.)
THE COURT: So let's get the Jurors in. Everything is working here now.
I'll step out so we can bring in the Jurors.
(Recess taken 9:32 a.m.)
(Jury enters.)
THE COURT: Good morning. Please be seated. Make sure cell phones are turned off. Officer, you can just give the envelopes to the Jurors, they'll pass them around to the correct individuals.
THE WITNESS: May I approach?
THE COURT: Yes, please. Have a seat, Dr. Hopkins.
Good morning, everyone. Today is July 22, 2019. This is the trial in the matter of Douglas and Rosalyn Barden versus Johnson & Johnson -- Counsel, you may be seated -- Darlene and David Etheridge versus Johnson & Johnson, D'Angela McNeill versus Johnson & Johnson and William and

Elizabeth Ronning versus Johnson & Johnson.
May I have appearances please for the Plaintiffs.
MR. MAIMON: Thank you, your Honor. Good morning. Good morning, everyone. Moshe Maimon, Chris Panatier and Chris Placitella for the Bardens, the Etheridges, the Ronnings and Ms. McNeill.
THE COURT: Thank you.
And on behalf of the Defendant, Johnson & Johnson and Johnson & Johnson Consumer, Incorporated.
MS. SULLIVAN: Thank you, your Honor, good morning. Hi, Jurors. Good morning, everyone. Diane Sullivan and Jack Nolan for J&J.
MR. NOLAN: Good morning.
THE COURT: Welcome back, Members of the Jury. As you may recall, we have not finished the testimony of Dr. Compton who started his testimony on Friday. Similarly, we have not completed the testimony of Dr. Webber.
In order to accommodate witnesses' schedule, we're now going to move to a different witness.
Plaintiffs may call their next

witness.
MR. PANATIER: Thank you, your Honor.
At this time Plaintiffs call the corporate representative of Johnson & Johnson, John Hopkins, who is already standing at the witness stand.
DR. HOPKINS: Thank you. Good morning, Jury. Good morning, your Honor.
THE COURT: Good morning.
Could you please remain seated, Dr. Hopkins, momentarily, while you are administered the oath. If you could remain standing, I'm sorry. If I said "seated," I apologize.
THE CLERK: State your full name and spell your last name, please.
THE WITNESS: John Hopkins, H-O-P-K-I-N-S.
J O H N H O P K I N S, SWORN.
THE COURT: Officer, if you could just remove the bible from there.
Please be seated. Thank you.
MR. PANATIER: And, your Honor, just by way of organization, I have a testimony binder. Can I give this to your Honor?
THE COURT: Yes, please.

MR. PANATIER: And there's already a binder there and I've provided Counsel with a binder of Dr. Hopkins's prior testimony. And we'll be tendering exhibits to Defense Counsel as they come. Dr. Hopkins has an exhibit binder there. And here is...
THE COURT: Thank you.
MR. PANATIER: There may be more volumes but we're going to start on Volume 1.
DIRECT EXAMINATION BY MR. PANATIER:
Q. Good morning, everybody.
So please introduce yourself.
A. John -- yes, John Hopkins.
Q. Okay. Now, you are here as the corporate representative for Johnson & Johnson and Johnson & Johnson Consumer, Inc., correct?
A. Yes.
Q. You don't work for us, we have not paid you to come here and testify, correct?
A. That is correct.
Q. Alright. You currently do not work for Johnson & Johnson, correct?
A. Correct.
Q. You are a consultant?
A. Correct.

Q. And the last year that you worked at Johnson & Johnson was, approximately, 2000?
A. Correct.
Q. So, since 2000, you have been a consultant, a paid consultant, right?
A. Yes.
Q. To Johnson & Johnson and its other companies, right?
A. To Johnson & Johnson, yes.
Q. Well, here, for instance, you're being paid by both Johnson & Johnson and Johnson & Johnson Consumer, Inc., even though you might get just one check; fair?
A. Fair.
Q. Okay, alright. And what is the rate that you are charging them per hour?
A. My company bills my time at 300 US per hour.
Q. Now, you've said your company. Your company is a company that you run with your wife, correct?
A. Yes, and we employ some people as well, yes.
Q. Alright. How many people do you employ?

A. Besides my wife and myself, there's two full-time and one part-time.
Q. So the two full-time are you and your wife and one part-time?
A. No. Besides my wife and myself, two full-time and one part-time.
Q. That company is called Innova?
A. Innovant Research Limited, yes.
Q. Okay. And that is the company that then bills for your time and then pays you?
A. Correct.
Q. Okay. So, even though you are not currently an employee of Johnson & Johnson, you are the face of Johnson & Johnson at this trial. Do you understand that?
A. I am today, yes.
Q. And do you understand that what you say are the words of Johnson & Johnson, correct?
A. Yes.
Q. You have served in this capacity on, can we say, numerous occasions now?
A. Yes.
Q. In fact, next week you're going to Kentucky to do it again, correct?
A. Yes.

Q. You've already testified this year several times in the same capacity at trial; isn't that true?
A. Yes.
Q. You have done it last year at trial several times, correct?
A. Yes.
Q. And the year before?
A. Yes.
Q. Now, let's talk a little -- let's get our bearings a little bit about Johnson & Johnson and baby powder.
Now Johnson & Johnson started selling baby powder in the 1800s, correct?
A. 18 -- 1894, as I recollect, yes.
Q. In fact, they were giving it away in maternity kits, right?
A. Originally, no, it was sold where they -- a large giant dis-bandage to take away an irritation and then later it became a mom's product.
Q. That's fine.
At some point early on they were putting the Johnson's Baby Powder into maternity kits in hospitals, correct?
A. Yes.

Q. And they still sell -- they sell it worldwide, correct?
A. Yes.
Q. Until about the early 1960s, the talc that was used in Johnson & Johnson's Baby Powder was Italian talc for the most part, right?
A. Until around about '67, yes.
Q. It was Italian?
A. It was from a mine in Italy, yes.
Q. The Val Chisone region, correct?
A. The Fontana mine in the Val Chisone region, a particular mine, yes.
Q. Prior to 1967 or some time in the '30s and '40s, they also used some domestic talcs and California talc, correct?
A. The only time it used domestic was during the war when Nazi u-boats were sinking shipments going from Italy. That was around about from 1941 to end of '45. So there was that time window when a domestic source was being used.
Q. The Nazis were looking for the talc boats and sinking the talc boats?
A. The Nazis were sinking all boats.
Q. Okay. And they used California talc during the '40s, correct?

A. That is my understanding. A particular -- I don't know which mine, but a particular California talc was used during the war, during World War II.
Q. Does the Grantham mine, a mine sound familiar to you?
A. The Grantham mine was a mine that was evaluated but never used by Johnson & Johnson in the 1970s. I have no...
Q. You don't believe Grantham was ever used prior to --
A. No. There's no evidence whatsoever that Grantham was ever used and it has ever been used. It was evaluated briefly during the early 1970s along with 50 other mines as an alternative source of domestic talc. None of those were ever approved, including the Grantham mine.
Q. Okay. We'll come back to the '40s then. We don't have anybody who was exposed in the '40s here, so we might just address it briefly.
After '67, Johnson & Johnson had purchased a mine in Vermont, correct?
A. They did, yes.
Q. Well, they purchased it prior to 1967, right?

A. They did, yes.
Q. And they ran --
A. Three or four years before.
Q. Okay. And they ran that mine through a company called Windsor Minerals, right?
A. The company that purchased the mine was a subsidiary of Johnson & Johnson. It was purchased, I think, around about 1964, Windsor Minerals did. And it was not actually fully approved and set in motion as a baby talc source until the mid '60s, '67 and it was phased in and Italian talc was phased out. But the company that owned the mine was a subsidiary called Windsor Minerals.
Q. Right. And Johnson & Johnson used the Vermont sourced talc for its -- all of its domestic talc in the United States from, approximately, 1967 or so until 2003; is that correct?
A. Correct.
Q. Alright. Now, there was some overlap with the Italian talc and the Vermont talc, correct?
A. Yes. One was phased in and the other was phased out during the 1967, '68 time frame.
Q. Okay. In 1980 there was a mine

strike in Vermont, correct?
A. There was. And that was December 1980 and the mine was closed, so for about three months until February '81.
Q. Are you sure it wasn't --
A. Sorry.
Q. -- December 1979?
A. Sorry. December 1979 there was a mine strike which ran into -- from 1980, January, February, it was sourced from Italy.
Q. Right. And they went back to the 00000 Italian Val Chisone talc?
A. Which is the same talc that they were using in Europe at the same time, yes.
Q. After 2003 all the talc that's been sourced for Johnson's Baby Powder and Shower to Shower sold here in the US is China, Guangxi, correct?
A. There is a mine in China, the Guangxi mine, which is a, like a high grade cosmetic talc, yes.
Q. Johnson & Johnson owned the Vermont mine until 1989 when it sold it to a company called Cyprus, correct?
A. Yes.

Q. And in 2012, we all know the Shower to Shower product, that was sold by Johnson & Johnson to a company called Valeant, right?
A. It was, yes.
Q. So Johnson & Johnson no longer owns the Shower to Shower product line, right?
A. Not since 2012, no.
Q. It, obviously, still owns Johnson's Baby Powder, correct?
A. Yes.
Q. Johnson & Johnson Corporate in New Brunswick made all health and safety policy decisions with regard to asbestos and talc products, correct?
A. The -- yes, the company in New Jersey is the parent company for all the global companies made those decisions, yes.
Q. And testing results between Johnson & Johnson and, for instance, Johnson & Johnson Consumer, Inc., which I'm just going to call JJCI, test results, health and safety information were freely exchanged between those two companies, correct?
A. I've not seen any evidence that it was not. So, I guess, the answer is going to be,

yes. But I've not seen evidence that anything was withheld.
Q. Right. Because you wouldn't want Johnson & Johnson getting health and safety information that was important to the products being made and sold by JJCI and not given to them, correct?
A. Correct, yes. Like I say, I've not seen evidence that it was ever -- there was any ever data withheld.
Q. In fact, the evidence you've seen is that any evidence -- any health and safety information that Johnson & Johnson had was given to JJCI and vice versa, correct?
A. Yes.
Q. Now, you have reviewed many thousands of documents, correct?
A. Yes.
Q. And in this litigation, this talc asbestos litigation, you have reviewed, I think, you've told me, 10 to 15,000 documents?
A. I guess it is, yes, yes.
Q. Now, you know that Johnson & Johnson has turned over around a million documents in this litigation, correct?

have been put on-line by Johnson & Johnson's for all people to see?
A. I don't know whether they have or whether they have not. What I can say is that I have read probably between 10 and 15,000, which are pertinent to the topic we're talking about. Whether the other --
Q. I'm not asking you about that anymore. Now I'm asking you about something specific.
You don't know whether or not Johnson & Johnson has put those documents on-line for all to see, do you?
A. No.
Q. Because we have heard that -- you know Ms. Sullivan, right, correct?
A. Yes, I know Ms. Sullivan.
Q. Ms. Sullivan has put you on the stand before, correct?
A. Yes.
Q. Did Ms. Sullivan tell you that she told this jury that Johnson & Johnson's documents were free for all to see on-line? Did you even know that that existed?
A. No.

Q. To the extent that it does, can you tell us when they put them on-line?
A. Well, like I say, you're telling me or asking me something that I do not have knowledge of. So I cannot answer that question.
Q. Johnson & Johnson had a big medical library, right?
A. They had a library, yes, certainly, when I was working there.
Q. They had subscriptions to journals like Journal of the American Medical Association, right?
A. We did, yes.
Q. New England Journal of Medicine right?
A. Uh-huh, yep.
Q. The Lancet --
A. Yes.
Q. -- right?
The New York Academy of Sciences, correct?
A. Probably, yes. I can't remember that one but, yes.
Q. And I'll tell you for most of these, if you want to see your testimony, I've asked you these questions before.

A. You have, yes. You have, yeah.
Q. And Johnson & Johnson was aware of asbestos disease going back to the turn of the last century, correct?
A. When you say, "Johnson & Johnson," there are no doubt people in the medical department who got a medical training or a toxicology training who worked in the medical department who would have knowledge of asbestos toxicology --
Q. Sure. And Johnson & Johnson --
A. -- whenever -- worldwide.
Q. Yes. And Johnson & Johnson was aware that in the 1930s, asbestos was associated with cancer, correct?
A. I'm sure there were individuals in the medical department who would have that knowledge as part of their medical training.
Q. And you've testified before, sir, that the knowledge of asbestos inhalation as a cause of lung cancer and mesothelioma was known way before 1968, correct?
A. Yeah, as a toxicologist, you're taught that people who worked in World War I and gas mask manufacturing, it was not a healthy profession.
Q. Okay. But it wasn't just "gas

masks," was it?
A. Well, that was -- I gave that as one example of why people are aware that asbestos is not a healthy material.
Q. Johnson & Johnson being already a large company in the 1960s was well aware of the hazard of asbestos, correct?
A. I'm sure that there were one or two medically qualified individuals, as we said, in the medical department who would have had that knowledge. Johnson & Johnson has not been in the asbestos business, so it would not be widely disseminated throughout the whole company.
Q. Well, Johnson & Johnson has patented asbestos containing products, correct?
A. An individual has patented, I believe, it was an ironing board cover, which was -- -- yeah, or something like that, but it was not part -- it was never sold. The company has not sold asbestos products.
Q. You and I have gone through about four patents that Johnson & Johnson patented asbestos-containing products before, have we not?
A. We have and there were people in the surgical dressings division who were looking at

asbestos materials as heat resistant, yes.
Q. Now, let's talk about baby powder. Johnson & Johnson understands -- first of all, talc is a mineral, is it not?
A. Talc is a mineral. It's mined out the ground, yes.
Q. Correct. And Johnson & Johnson, actually, had their own mine and they mine and they mined it out of the ground, correct?
A. They did, yes.
Q. Okay. Baby powder, when it is used on a baby, okay, that baby will inhale some of that talc, correct?
A. It's theoretically possible. If you put the powder on your hand and run it on baby's bottom, it's theoretically possible.
Q. Will you turn please, sir, to the tab that is 2017, 8/15. It should be the first tab. Because, sir, it's not "theoretically possible," right, it happens, correct?
A. Show me where you're referring.
Q. Page 66.
MS. SULLIVAN: I'm sorry, which page?
MR. PANATIER: I'm sorry, hold on one

second.
BY MR. PANATIER:
Q. It is going to be Page 67, sorry, bottom of the page, Line 25.
A. Sorry. Would you give me the reference again?
Q. Yes, sir.
A. 2017...
Q. This is 2017, 8/15, August 15, 2017. That's when I came to London to take your deposition. Do you remember that?
A. Yes. So Page 60...
Q. Seven.
A. We have that, yes.
Q. Okay. Down at Line 25. Sir -- sorry, have you found it?
A. Yes.
Q. "Sir, Johnson & Johnson has understood for decades that when talc powder is used on an infant or a child, they will inhale some of the talc into their lungs?"
Your answer, "there is always the possibility when talc is used, we will inhale talc."
My question, "and it's not really a possibility, right?"

Your answer, "Yes."
"I mean, it happens?"
Your answer, "It happens, yes."
Do you still agree with your prior testimony?
A. Yes, that's what I said. It's a possibility.
Q. By the way, that was the Herford case, right?
A. Yeah, probably.
Q. If you could just look at the cover page.
A. Yes.
Q. Sir --
A. Yes.
Q. -- baby powder is an extremely dusty product, correct?
A. I disagree. It's not "dusty." You put it on your hands, it spreads all over your skin. It doesn't -- you're not getting clouds of dust.
Q. So, for any of us who have done this with a squeeze, that squeezing motion --
A. You're not meant to do that. You're meant to put it on your hand and spread it on the kin.

Q. Oh, does the bottle say, don't squeeze it?
A. The bottle tells you how to use it. The bottle tells you to put it on your hands and spread it over baby's -- baby's bottom and legs.
Q. So, for any of us who might have seen dust come out, were we hallucinating?
MS. SULLIVAN: Objection, your Honor, argument, lawyer argument.
THE COURT: Please rephrase. And no speaking objections, thank you.
BY MR. PANATIER:
Q. Sir -- sir, are you saying -- let's go back to the initial question. We're in 2017. You said, yes, a child will inhale some of the talc, right?
A. Yes.
Q. Do you still agree with that?
A. We breathe in dust from the atmosphere in this room. Whether it's talc or whatever, we can still inhale. We inhale. We exhale. That's what we do.
Q. I'm not talking about dust in this room. I'm talking about Johnson's Baby Powder, right?

A. Yes.
Q. Okay. So let's stick to the product that your company made.
When a parent or a sibling or somebody in the family powders a child, a baby from birth until whenever they're diaper trained, diaper -- potty trained or out of diapers whether it's age two or three or whatever, whenever they are powdered, they breathe in some of that talc, do they not, sir?
A. We all do, yes.
Q. The baby does?
A. The baby does, adults do, yes.
Q. Anybody who is powdered with Johnson's Baby Powder, especially, as a child, is going to breathe in some of that dust, are they not?
A. Yeah, we breathe in, we breathe out, yes.
Q. Alright. Johnson & Johnson understood that it would be very, very bad for business and J&J's representation if it ever came out that baby powder or any of its talc products ever contained asbestos, correct?
A. If the baby powder did contain asbestos, it would be bad for business, if it did,

yes.
Q. Now, it's still your testimony here almost two years after I first took your deposition that there has never been any asbestos in Johnson's Baby Powder, right?
A. Not in the baby powder that's sold, no, no.
Q. Was it in the baby powder that wasn't sold?
A. No, not in the baby powder, no.
Q. Okay. Sir, isn't it true that Johnson & Johnson knows that baby powder shouldn't be used on children at all?
A. I don't agree with that.
Q. Now, Johnson & Johnson owns a website called BabyCenter.com, right?
A. There is a website which is not -- it's not -- the web -- the web -- the link and the web domain name is owned by Johnson & Johnson.
Q. Johnson & Johnson owns and runs BabyCenter.com, right?
A. It does not run it. It is -- it's run by a separate independent group. It's not part of Johnson & Johnson. They own the domain name, but they have no --

Q. Do you remember that in October of 2018 you and I went through a series of documents about Baby Center where Johnson & Johnson was, actually, talking about posting content on BabyCenter.com? Do you remember that?
A. No, you'd need to remind me. What I've said, I believe in 2018, was that Johnson & Johnson doesn't have the responsibility for the text that goes on to that domain name.
Q. Johnson & Johnson owns it, right?
A. They own the domain name, but not the content. The content is written by people who are not part of Johnson & Johnson.
Q. Right. And you and I talked about this?
A. We did. And I tried to make that clear. It is -- what goes on to that website is not the responsibility of Johnson & Johnson. It's done by outside group.
Q. Johnson & Johnson owns and controls the website, correct?
A. They own the domain name. They do not control what goes onto that website.
Q. They own it but they have no control on what goes on the website?

A. Sounds crazy. That's my understanding, that they own the domain name but they do not control what goes onto the website.
Q. I agree with you, it does sound crazy. Because you're saying --
MS. SULLIVAN: Objection, your Honor, lawyer argument.
MR. PANATIER: It does sound crazy.
THE COURT: Objection sustained.
No speaking objections. That's the second time.
BY MR. PANATIER:
Q. Dr. Hopkins, your testimony to this jury is that Johnson & Johnson -- by the way, this is a huge company, right, everybody knows that?
A. Yes.
Q. Okay. That Johnson & Johnson owns a website domain name and they conceded all control of that domain name to somebody else; is that correct?
A. I've not seen the terms of the agreement. But what I do know is that the content of what is written on that website is not approved or disapproved by Johnson & Johnson. They don't take responsibility for what is written on that website.

Q. Let's take a look at BabyCenter.com.
MS. SULLIVAN: Your Honor, based on the testimony, objection as to hearsay.
THE COURT: I'm going to allow him to try to establish foundation for it.
Go ahead.
MR. PANATIER: We'll get the document. We'll move ahead and do that.
THE COURT: Okay.
BY MR. PANATIER:
Q. We'll come back to Baby Center, okay.
We can bookmark this with this question.
Johnson & Johnson, certainly, doesn't put on its baby powder or any of its talc a warning that says, this may contain asbestos, does it?
A. No, it doesn't.
Q. It doesn't put a warning on it that says, do not use on babies?
A. No, it doesn't.
Q. Right. Because it's, specifically, marketed for babies, right?
A. Yes.
Q. Johnson & Johnson has always stated that it has a zero tolerance policy for asbestos,

correct?
A. Yes.
Q. And Johnson & Johnson has always told the public that there's never been a single fiber of asbestos in any of its talc for Johnson's Baby Powder or Shower to Shower, correct?
A. Yes.
Q. It told that to customers, nurses, doctors and regulators and hospitals, correct?
A. Yes.
Q. Johnson & Johnson has stated that there should never ever ever be asbestos in baby powder, not a single fiber, zero, correct?
A. I can't remember the exact phraseology, but the principle is the same. I'll agree with the principle, correct.
Q. Well, okay. And just to separate that out, Johnson & Johnson agrees today now in 2019 that baby powder should never have any asbestos in it, correct?
A. Yes.
Q. That means zero asbestos, correct?
A. Yeah, it's non-detected. You can't find it. There's none there, yes.
Q. We're going to get into what

"non-detect" means.
MS. SULLIVAN: Objection, your Honor.
THE COURT: Overruled.
Q. There shouldn't be any asbestos in baby powder, period, correct?
A. Yes.
Q. It should be asbestos-free, correct?
A. Yes.
Q. "Asbestos-free" means zero, correct?
A. Yes.
Q. As you have said before, any amount of tremolite in the form of asbestos, quote, "those needles," like you say, any amount is not allowed, correct?
A. Tremolite -- I know what I said. Tremolite asbestos is not allowed. Tremolite is a relatively harmless mineral in its block or rock form.
Q. You have stated before that asbestos in the form of needles such as tremolite shouldn't be in the baby powder?
A. Asbestos should not be in baby powder. Tremolite can occur -- most tremolite occurs in the form of a nonasbestos form or rod form.

Q. Has Johnson & Johnson always internally believed in a zero tolerance policy for asbestos?
A. That is my understanding, yes.
Q. You agree any asbestos in baby powder is too much?
A. Yeah, that's what we just said, yes.
Q. The reason is that no mother or father would ever buy any baby powder if it even had one fiber of asbestos in it, correct?
A. Well, you're asking me to speculate. But if the product had asbestos in it, I wouldn't buy it.
Q. Right.
And Johnson & Johnson's expectation would be that no one else would buy it either, right?
A. Well, it's speculative, but it's a reasonable speculation.
Q. And Johnson & Johnson knows that asbestos in its talc could make people sick because Johnson & Johnson knows that asbestos is a carcinogen and causes mesothelioma, correct?
A. Several questions there.
Asbestos causes -- can cause

mesothelioma, correct, yes.
Q. Well, let's just go to -- go to 8/15/17, it's the first one, Page 33.
MS. SULLIVAN: What line, Counsel?
MR. PANATIER: Give me a second.
BY MR. PANATIER:
Q. Okay. First of all, Johnson & Johnson agrees asbestos is a carcinogen, correct?
A. Yes.
Q. And Johnson & Johnson agrees that no carcinogen should be contained in the Johnson's Baby Powder, correct?
A. Yes.
Q. Okay. Go to 4/11/2018 on Page 108. Are you there?
A. Yes.
Q. Okay. On Line 18, you were asked this question.
MS. SULLIVAN: Objection, your Honor, in terms of the procedure. This is not (INAUDIBLE). I'm not sure --
MR. PANATIER: It is.
THE COURT: Sidebar.
(Sidebar.)
THE COURT: Okay. Page, what are

we --
MR. PANATIER: 108, Line 18 through 22. This is the exact question I asked him before and he didn't answer. He said, I agree it's a carcinogen, but that's not the question. He said, I agree it's a carcinogen --
THE COURT: Well, this time the same question. You said it's a compound question. So I'll allow it. Go ahead.
MR. PANATIER: Thank you, your Honor.
MS. SULLIVAN: Thank you.
(Sidebar ends.)
BY MR. PANATIER:
Q. Doctor, you were asked this question, "Johnson & Johnson knows that asbestos in its talc could make people sick because Johnson & Johnson knows asbestos is a carcinogen and can cause mesothelioma?"
And what was your answer?
A. What page are you on, again?
Q. Same Page, 108.
A. 108. Beg your pardon, I was on a different page.
Q. Line 18 through 22. Your answer was, "That is correct."

A. Yeah. That's what I said five minutes ago.
Q. You said -- when I asked you the question, you said, yes, asbestos is a carcinogen. This was a slightly different question, but we can move on.
Johnson & Johnson knows there is no safe level of asbestos exposure, correct?
A. Scientists have not shown a safe level. So, yeah, I would not disagree.
Q. There is no known safe level of asbestos exposure, especially, for children, correct?
A. Again, same answer. There's no -- no evidence to say otherwise, so we'll assume it's correct.
Q. Well, in fact, your answer, if you could go right below on Page 108, you were asked this question. "Okay, and Johnson & Johnson knows there's no safe level of asbestos exposure, especially for children, correct, sir?"
And your answer was again, "There is no known safe level," correct?
A. Yes. That's what I said.
Q. And then the followup question was,

"That's right, especially, for children, correct?"
And you said, "yes," correct?
A. That's right. That's what I agree, yeah.
Q. Alright. Johnson & Johnson understands that if you had just 1 percent by weight of asbestos in a four-ounce bottle of the Johnson's Baby Powder, you don't know if it would be trillions or millions or billions of fibers, but it would be a very large number, correct?
A. Yes.
Q. In eight ounces of Johnson's Baby Powder there would be tens to hundreds of trillions of particles, correct?
A. I don't think anyone has ever counted them. But you could estimate that would be many, many trillions, yes.
Q. Okay. And we can look at your testimony from 2017 --
A. Yeah.
Q. -- but, I believe, you said there could be tens to hundreds of trillions of particles?
A. Yes.
Q. Okay. And if we just wanted to get an understanding of what that would mean in terms of

how much asbestos was present, you and I did this calculation.

If you had .00001 percent chrysotile and there are only a trillion particles in the whole bottle, not tens or hundreds, you would still have 10 million fibers per container, correct?

A. That's the math, yes.

Q. Okay. Alright. Do you know whether or not Johnson & Johnson has put together an official good rocks, bad rocks company policy?

A. I've not seen any such company policy. The company policy is very clear on the quality of talc and what specification a talc must meet, absence of asbestos minerals.

Q. Is there a good rocks, bad rocks list that they keep?

A. I've not seen such a document that's kept.

Q. Alright. So Johnson & Johnson understood, of course, that not only would parents be diapering their children, but that siblings would help out, too, correct?

A. Well, that's speculation. I don't ever recollect my kids diapering their younger brothers and sisters, but maybe some people do.

Q. If you would turn please, sir, to -- in the exhibit binder there, it should be chronological and you should be looking for a document that is -- the tab should say "1955" on it. And you've already turned one tab, sir, so you might be missing it. Is that it?

A. Yes.

Q. 1955, February 22nd?

A. Yeah. Yeah.

Q. Okay. Do you see that that is a document dated February 22, 1955 on Johnson & Johnson letterhead?

A. It is.

Q. Okay.

MR. PANATIER: Your Honor, I offer this into evidence as Plaintiffs Exhibit 3695-8.

MS. SULLIVAN: Your Honor, just a second, please.

A. Okay.

THE COURT: Hold on.

MS. SULLIVAN: No objection, your Honor.

THE COURT: So admitted.

(Plaintiff's Exhibit 3695-8 was moved into evidence.)

THE COURT: You may proceed.

BY MR. PANATIER:

Q. Dr. Hopkins, do you see this document from 1955 where -- let me zoom in on this a little bit. It's from W.B. Birchfield. "You recently asked Mr. Quackenboss" -- that's a name -- "what we were doing along the lines of providing educational material to clinics conducting new mother classes. In addition to rather extensive use of our bathing time for baby film, we have been providing quantities of a special occasional chart, a sample of which is attached. This chart was first produced in early 1954 and has been reprinted several times. It is authentic and has enjoyed wide acceptance, okay."

So have you seen this now?

A. Yes.

Q. Okay. Now, do you know when, for instance, do you know when Mr. Etheridge was born, David Ethridge?

A. I don't.

Q. Do you know who that is?

A. I believe it's one of the -- your Plaintiffs.

Q. Right.

A. Clients, yes.

Q. And you understand he has mesothelioma?

A. I do, yes.

Q. Do you know when his sister started powdering him?

A. I do not.

Q. So let's take a peak at one of these brochures. You can see that they have a "How a Baby Grows" brochure. Do you see that?

A. I do, yes.

Q. And then if you turn the page, there's this document "How to Bathe a Baby." Do you see that?

A. Yes.

Q. We can zoom in a little bit on it. And you see it looks like a mother and older daughter, right?

A. Yeah, it looks 17, 18, yeah, yeah.

Q. Well, look just right here. "A visual chart for students who have baby brothers and sisters at home or who serve as mother's helper or babysitters or for those who are studying childcare or may soon start families of their own."

So Johnson & Johnson certainly

correct?
A. Yes.
Q. So I asked it you about it again and you didn't say anything about, well, until it's un-rejected, did you?
A. I didn't give you that additional information because you didn't ask for it.
Q. I didn't ask for it either and you did, correct? Correct?
A. You -- okay. I think I've explained that you reject it until you've got reasons to un-reject it.
(There is a discussion off the record.)
BY MR. PANATIER:
Q. You know Fred Pooley, right?
A. Yes, I do. I know him well.
Q. We've heard a lot about Fred Pooley in this case.
So, in 1996, you were at the company, you were at Johnson & Johnson, right?
A. Yes.
Q. Okay. If you will turn please, sir, to the tab for 1996. And we might be going into another binder. Nope. I think it's in Binder 4.

It should be January 29, 1996.
A. Yes.
Q. Okay. And, sir, this is a memo that is a Johnson & Johnson memo, correct?
A. It is, yes.
Q. There's really two communications here. The page before is a communication from Bill Ashton to you, correct?
A. Yes.
Q. And then there's a follow-up from you to Ian Philipson, the head of scientific services at the Cosmetic, Toiletry and Perfume Association Limited, correct?
A. Yes.
Q. Now, we've heard of CTFA, that was the Cosmetics, Toiletries and Fragrances Association here in the States, right?
A. Yes.
Q. And Great Britain had a similar version called the CTPA, correct?
A. Yes.
Q. Alright.
MR. PANATIER: Your Honor, at this time we offer Plaintiff's Exhibit 2738 into evidence.

MS. SULLIVAN: No objection.
THE COURT: So admitted.
What is the numbering on this one? I'm sorry.
MR. PANATIER: 2738, your Honor.
THE COURT: Thank you.
(Plaintiff's Exhibit 2738 was moved into evidence.)
Q. So let's go back to January 22, 1996. This is from Bill Ashton to you, right?
A. Yes.
Q. Okay. And here it says, "From Bill, attached is Page 11 of the current issue of a CTPA guide wherein Fred Pooley makes the suggestion that any batch of cosmetic talc which reads positive for the presence of amphiboles should be rejected even if subsequent examination establishes whether or not the mineral is fibrous or non-fibrous."
Now, I've shown you this before, correct?
A. Yes.
Q. "We need clarification on this since it is in conflict in all the work here in US based primarily on the mineral tremolite, which is present in trace amounts in many high grade talcs, including

Johnson & Johnson's," right?
A. Yes.
Q. Okay. "The mineral tremolite is chemically a calcium silicate and occurs in two crystallographic habits, fibrous, which is called tremolite asbestos and prismatic or non-fibrous, which is non-asbestiform." Did I read that, right?
A. You did.
Q. Okay. So let's get our definitions straight.
You agree with what Bill Ashton said here --
MS. SULLIVAN: Your Honor, I'm sorry.
THE COURT: Wait, wait, wait. Counsel, sidebar.
MR. PANATIER: I'm sorry?
MS. SULLIVAN: I was going to ask him to read the line for completion.
MR. PANATIER: Sure.
BY MR. PANATIER:
Q. "Here in the US, a controversy has been under way for the past 25 years."
MS. SULLIVAN: And then the next one.
MR. PANATIER: I'll read the whole paragraph.

MS. SULLIVAN: No, just the next one.
MR. PANATIER: No, I'll read the whole paragraph.
MS. SULLIVAN: Okay.
BY MR. PANATIER:
Q. "All agencies and health oriented groups have accepted the view that only the rare fibrous tremolite might be hazard as opposed to the harmless prismatic form. This has been fought at many meetings of science groups and in the courts mainly spearheaded by the RT Vanderbilt Company who sells large tonnage of trimellitic talc to the ceramic industries here and abroad."
And, Dr. Hopkins, you know that Johnson & Johnson actually attended some meetings with RT Vanderbilt, right?
A. I believe RT Vanderbilt attended meetings with the Food and Drug Administration at which Johnson & Johnson was also present.
Q. So in this memo, Bill Ashton says "fibrous tremolite," right? It says "fibrous tremolite." "Fibrous," which is called tremolite asbestos, right? Correct, sir?
A. Yeah, if it meets the definition of tremolite asbestos, it would be asbestos.

Q. And what Bill Ashton says here is, "Fibrous which is called tremolite asbestos," correct?
A. That's what is written.
Q. Okay. And you agree with that, right?
A. Well, as I said, tremolite asbestos is a fibrous form as opposed to a rod form or like my pencil.
Q. And let's look at what he quotes what Dr. Pooley said in the CTPA.
So Dr. Pooley was, actually, writing the CTPA guide in England, correct?
A. He was part of a -- several people who were writing a first draft, yes.
Q. Oh, was this just a first draft?
A. Well, I don't know on that date whether it was a draft or what. I don't -- yeah, my cover letter said I showed bill a draft of the CPTA guide for his comment.
Q. Okay. My question was, is it a first draft, what you said?
A. Well, I don't know whether it was a first draft or second draft. It was a draft.
Q. So under section -- is that 5.2?

Does that look like 5.2?
A. Yes.
Q. Fiber minerals amphiboles. And it says, "as the description of the mineralogical processes involved in the formation of talc may have shown, amphiboles are possible contaminants. These include tremolite, anthophyllite, actinolite, et cetera. Tremolite, the most common amphibole contaminant occurs only rarely as the fibrous form and the varieties of massive tremolite which under the microscope appear to contain fibers commonly comprise mainly thick fibers or cleavage fragments which do not present the same health hazard."
"However --
MS. SULLIVAN: And you left out "as asbestos."
MR. PANATIER: "As asbestos."
BY MR. PANATIER:
Q. "However, in order to eliminate any hazard to the consumer which might arise from the need to interpret fiber shape and dimensions and to facilitate routine screening the CTPA view is that if an amphibole is detected by X-ray diffraction that batch of talc is unacceptable for cosmetic use whether or not subsequent examination by optical or

electromicroscopy shows that the contaminant is not fibrous. In this respect, the CTPA specification is even more stringent than others which refer only to fibrous amphiboles."
Now that's consistent with what you testified to about if there was a presence of amphiboles by XRD at J&J, it was to be rejected, correct?
A. No. It's not consistent. What I said in the J&J specification, and you know this, is that if you find amphibole by X-ray diffraction, you put the whole thing on hold. You reject it until you can show that the amphibole was the harmless form or the rod form of tremolite or whatever it may be, but not the fibrous one that looks flexible like human hair, that's asbestos. But in rod or cleavage form, it looks like, than it's not asbestos. So you do the microscope piece. You look at it under a microscope.
Q. We will get to all that. Well, let's compare what you said with this.
Here's what you said. "If it's positive by XRD, it would be rejected. That is your belief, right?
And I asked, "And by 'XRD,' you're just

Q. Hold on.
A. See there's nothing there?
Q. Yeah, here, look at my copy.
A. Okay.
Q. So, when I asked you, if there was a robust record of tremolite in the source talc for Johnson's Baby Powder, your answer was what?
A. Yeah, correct, yeah. I just said that a few minutes ago.
Q. There was a robust record, correct?
A. Of tremolite, yes.
Q. Okay. For CTPA in 1996, 2016 your global specification they all said no amphibole minerals.
My question is tremolite is an amphibole mineral, correct?
A. My global specification was not a global specification.
MR. PANATIER: Your Honor, I'm going to object as nonresponsive.
MS. SULLIVAN: He didn't even answer before you decided it's nonresponsive.
MR. PANATIER: I asked if tremolite was an amphibole.
THE COURT: That response is stricken

from the record.
Can you ask the question one more time.
MR. PANATIER: Yes.
THE COURT: Please listen to the question, Dr. Hopkins.
Q. Is tremolite an amphibole?
A. Tremolite is an amphibole.
Q. Okay. Anthophyllite is an amphibole, right?
A. Yes.
Q. Actinolite is an amphibole?
A. They all are, yes.
Q. Chrysotile is a different type of mineral, it's serpentine, correct?
A. It is serpentine, yes.
Q. Chrysotile -- anytime you see a reference to chrysotile, we don't have to talk whether it's good rock or a bad rock, that's asbestos always, correct?
A. Yes.
Q. Sir, we have heard a little bit in this case about the Battel Memorial Altitudes.
You're familiar with Battel, correct?
A. I am, yes, yes.

Q. And you know that Battel found tremolite in the Italian source or for Johnson's baby powder several hundred times, correct?
A. They found tremolite, not asbestos tremolite. They found tremolite, yes.
MR. PANATIER: Your Honor, I move to strike. I asked whether they found tremolite.
A. The answer is, yes.
THE COURT: Thank you, Doctor.
Q. Alright. Alright. Several hundred times, correct?
A. They found tremolite.
Q. There is extensive testing demonstrating tremolite in both the Italian and Vermont ore, correct?
A. Yeah.
Q. And by the early 1970s Johnson & Johnson had numerous reports of tremolite in both, correct?
A. Yes.
Q. So I brought up Bill Ashton before and I wrote down last night a series of people which might help us speed this up, okay. So can you see my list of people here?
A. I need my driving glasses.

Q. Yeah. Can you --
A. Yes.
Q. Can you read them okay?
A. I can read them, yes.
Q. So, as documents come up, this might help us keep track of the cast of characters, okay?
A. Yes.
Q. And I've entitled this, "J&J People Involved in Talc Asbestos," with the caveat that there are others, right?
A. Probably.
Q. You're not on there, right, you weren't?
A. Yeah, yeah.
Q. So, just to get straight -- and I'd love if you correct me if any of these are incorrect and we can mark it out and we can make an adjustment. But let's just go through them. This will save us time moving forward as we go through the documents, okay?
A. Okay.
Q. Is that alright?
Alright. Bill Ashton, senior science, head of talc, someone who you said was regarded as Mr. Talc, correct?

A. Yes, he's an expert geologist, yes.
Q. David R. Clare, he was the President of J&J?
A. He was at one time, yes.
Q. In the '70s?
A. Generally around '76, as I recollect, yes.
Q. Al Goudie was a J&J physician, correct?
A. As a scientist.
Q. Was he not a physician?
A. No.
Q. He was not?
A. I don't believe he was. I think he was a scientist.
Q. Okay. Well, we'll -- I'm not going to mark it up. I'm going to put that in parentheses because I think we might see a document on that, but I'm going to write "scientist" and we'll put a little question mark over "physician."
DD Johnston, President of J&J Baby Products Company, correct?
A. Yes.
Q. Gavin Hildick-Smith was the Director of Medical Affairs?

A. Yes, he was an MD, yeah.
Q. And he was an MD, okay. We'll put "MD."
General Johnson, there was actually -- so was he a general, had he been a general?
A. He was a World War II general, yes.
Q. Did he have a first name?
A. I can't remember. He did, obviously.
Q. Yeah. I don't know it.
A. I can't remember it now.
Q. But they always refer to him General Johnson.
But he's not like Johnson & Johnson Johnson, is he?
A. He was the grandson of the founder, yes, or great grandson.
Q. He was an executive, correct?
A. Yes.
Q. And George Lee was the Director of Applied Research, true?
A. Yes.
Q. Tim McCarthy, he's more recent. He was the Director of Toxicology for baby R&D and products stewardship, correct?
A. Yes.

Q. Roger Miller he was the President of Windsor Minerals. That was the company that Johnson & Johnson owned that mined the Vermont talc?
A. The mining company, yes.
Q. W. Nashed, now, do you know what his first name was?
A. I've forgotten. I do know, but it's slipped my mind.
Q. If I knew it, I would have written it.
But Dr. Nashed, correct?
A. Yes.
Q. And he was the Director of Science Information, true?
A. Yes.
Q. Okay. He had a big role when it came to talc and asbestos, did he not?
A. He was a coordinator. He was kind of a central point and correspondence would go in and go out.
Q. D.R. Petterson medical director baby products, right?
A. He was, yes.
Q. Robert Rolle, Assistant Director Analytical Research Baby Powder Products, true?

A. Yes.
Q. John Scheltz he was the CTPA task force chairman on the committee to develop J4-1, correct?
A. He was 1 of 20 people on that committee, yes.
Q. He was the chairperson?
A. He was chairperson, yes.
Q. Bruce Semple, he's more recent, correct?
A. Yeah, he's an MD.
Q. And he was a medical director?
A. He was at one point, yes.
Q. T.H. Shelley Research Director, right?
A. He was, yeah.
Q. Lorena Telofski more recent again, she's the scientific engagement leader, correct?
A. Well, that's the title you've got there. I don't know what the current title is but, yes. I'll not argue.
Q. In fairness, there's some documents in the mid 2000s that she's uses the NATRA title at the time, okay?
A. Okay, yeah.

Q. Charles -- I can't say that -- W-a-h-s-c-z-u-k?
A. I think it's pronounced Wajsczuk, but I don't know him.
Q. Okay, great; medical Safety Officer, right?
A. Yeah.
Q. Okay. Alright. So this might help us keep our bearings as we move forward.
Now, sir, Johnson & Johnson understands that talc, specifically, for use on babies but really for all purposes has no medicinal benefit, right?
A. It's not a therapeutic medicinal, no, there's no --
Q. It doesn't have --
A. It doesn't treat nor cure disease.
Q. It doesn't have any health benefits?
A. It helps cool the skin and keeps the skin from chaffing. It's -- call it dry lubricant. The talc particles slide over each other so they help stop chaffing but --
Q. Okay. Other than that --
A. -- it's not medicinal, I don't know.
Q. Other than chaffing, does it have any health benefits, sir?

A. I'm not aware of any curative -- disease curative benefits, no. It's a skin dry lubricant.
Q. You can turn, please, sir, it's going to be in the big binder to June 17, 1966. It should be near the front. Here it is.
Now, first of all, Johnson & Johnson refers to the baby powder. It's an important product to Johnson & Johnson, right?
A. Yes, it's been sold for over hundred years.
Q. It's not one that they ever made -- I mean, they ever made a ton of money from relatively speaking, right?
A. No, virtually none.
Q. It was far more important to Johnson & Johnson in terms of reputation, correct?
A. Yes, it was a historical product.
Q. Johnson & Johnson?
A. From the 1890s.
Q. I'm sorry?
A. From the 1890s.
Q. Johnson & Johnson referred to the baby powder as their flagship product, correct?
A. I've seen that expression, yes.

Q. They referred to it as the cornerstone of their baby products franchise, correct?
A. It was the first baby product, yes.
Q. They've even referred to it as the sacred cow, right?
A. I've heard that expression from one individual.
Q. Right; in the Johnson & Johnson documents, true?
A. Yes.
Q. Okay. So let's look at this document it's dated 1966. It is from W.H. Steinberg to Gavin Hildick-Smith, okay, Director of Medical Affairs, correct?
A. Yes.
MR. PANATIER: Alright. I'm going to offer this into evidence, your Honor, Exhibit 2360.
MS. SULLIVAN: Your Honor, this was in limine issue and it's also --
THE COURT: Sidebar.
(Sidebar.)
THE COURT: What's the in limine issue?
MS. SULLIVAN: This was other adverse

-- it's like a cancer -- this is the asphyxiation issue. It has nothing to do with mesothelioma. These are the kids that choked or asphyxiated because of the blocking air, yeah, from the powder. It's a 403 issue and it's also hearsay, of course.
MR. PANATIER: First of all, it's here to -- to address hearsay within hearsay goes to notice.
Second of all, as far as the overall safety --
THE COURT: Wait a minute. One person at a time.
MR. PANATIER: Overall safety Counsel for Johnson & Johnson brought this up in opening statement. She said the product is safe and it goes to the fact that if they had heeded the doctor's warnings for whatever reason and they stopped selling the product, we don't have this case.
MS. SULLIVAN: This is --
THE COURT: So that's the issue?
MR. PANATIER: That's correct.
THE COURT: Thank you.
MS. SULLIVAN: This is notice as asphyxiation from blocking. It has nothing to do with cancer and mesothelioma.

amount tipped on your face shouldn't happen. The holes are certain tiny size and you have to turn it.

Q. All there is the twisty we're all familiar with?

A. Yeah, yeah.

Q. Let's skip ahead to 1976. That one was 1966. If you'll turn to March 22, 1976, it might be in Binder 2. Here you go.

MR. PANATIER: Your Honor, I have the bad news of delivering you another binder.

Q. Dr. Hopkins, let me just find this one for you.

Dr. Hopkins, this is a document that you and I have gone over before, true?

A. Yes.

Q. Okay. That is dated March 22, 1976 and it's a memo from Bruce Semple, Medical Director. And it is to D.R. Petterson or Petterson, yeah, medical director of, correct, baby products?

A. Yeah.

Q. And it is about a phone dialogue with someone at NIOSH, correct?

A. Yes.

Q. NIOSH is the National Institute for Occupational Safety and Health, true?

A. Yes.

MR. PANATIER: Your Honor, at this time, we offer this into evidence 2594.

MS. SULLIVAN: No objection.

THE COURT: So admitted.

(Plaintiff's Exhibit 2594 was moved into evidence.)

Q. So this phone call they had was with D.H. Groth, Doctor -- chief of the pathology section, correct?

A. Yes.

Q. And to get our bearings, the J&J person, this was Bruce Semple, says, "I identified myself and the reason for phoning. He was pleasant and cooperative. He recalled being phoned around Wednesday, March 17th, '76 by a woman who he thought was a Cincinnati newspaper. She said that she had called Dr. Arthur Langer to inquire about nickel in talk. He used the Christian name Tom for Langer and first and then corrected it in the manner that would lead one to suspect that he does not know Langer. Langer had referred her to Groth as an expert in trace medical toxicology. So we're talking about a phone call that this reporter had with brother at NIOSH, right?

A. Yes.

Q. Okay. Let's skip down here. "She then asked him about asbestos and he said that this was a different problem and that he would not recommend using talc on babies because of the possibility of asbestos inhalation regardless of the contamination level. He felt that this would constitute an unnecessary risk."

MS. SULLIVAN: Can I just ask in the interest of completeness, your Honor, that Counsel read the next two lines as well.

Q. "He seemed quite surprised when I informed him that there was no asbestos in JBP and that Langer himself agreed. We then discussed the safety of pure talc and he affirmed that at the cosmetic use exposure levels he did not believe that there would be a safety problem." Did I read that right?

A. You did, yes.

Q. Now, we're going to get to Dr. Langer. And Dr. Langer -- are you here to say that Dr. Langer retracted his results about asbestos in Johnson's Baby Powder, or have you changed that opinion?

A. Dr. Langer published a paper with his

colleague Dr. Rolle in 1976 where he gave the results of his studies on Johnson's powder and many other powders.

Q. We'll discuss that.

Bottom line is Dr. Groth, NIOSH, 1976 says, talcum powder shouldn't be used on babies, right?

A. That's what he said based on his misunderstanding.

Q. "Based on his misunderstanding"?

A. Yeah, because he thought mistakenly that the possibility of asbestos inhalation.

(There is a discussion off the record.)

THE COURT: Let's go off the record.

(Recess taken 11:38 to 11:40 p.m.)

THE COURT: Let's go back on the record.

Whenever you're ready to continue.

MR. PANATIER: Sure.

BY MR. PANATIER:

Q. Doctor, you're aware that Dr. Langer tested Johnson's Baby Powder a number of times, right?

A. Yes.

Q. And you're saying that in 1976 he

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says. The objective is to produce a superior powder.
Q. Okay. If you will, sir, turn to Page 4. It's at the top. And they discuss this whole run of mine and all of this. "When the whole run of mine ore both chunks and fine is ground, it is designated Grade 2. Grade 2, therefore, is the same as run of mine. When primarily coarse chunks are grounded, it's designated Grade 1. The logic in the operation appears to be that whereas the coarse contaminants have been removed at the picking shed at the mine, the contaminants which are in the fine particles are necessarily overlooked. Hence, milling primarily coarse run of mine ore produces a slightly purer product Grade 1 than does the milling of the whole run of mine ore both chunks and fines Grade 2."
Okay. So we've got Grade 1, Grade 2?
A. Yes.
Q. Let's look at some test results. This one will be in the big binder May 23, 1958.
MR. PANATIER: Your Honor, this is Exhibit 2344. It's already in evidence.
THE COURT: What was the date of?
MR. PANATIER: This one is May 23,

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1958.
BY MR. PANATIER:
Q. You found that, sir?
A. Uh-huh, yes.
Q. Alright. This is a Battelle report, right? What it looks like they're doing -- they're studying the talc ores, right?
A. Yeah, it's a study on floatation.
Q. Right. "Floatation" is the process that Johnson & Johnson was using only on the baby powder, not on its industrial products, correct?
A. Yes.
Q. Okay. You can see here they say, "Italian No. 2 talc likewise responded favorably to floatation. The two methods were developed which yielded products that contained 96 to 97 percent platy talc and 2 to 3 percent fibrous talc. Mineralogically, these products are superior to the Italian No. 1 talc, which is being used by J&J for baby powder," correct?
A. Yes.
Q. So floating the No. 2 they've got something that was better than what J&J was already using, right?
A. Better than non-floated, yes, yes.

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Q. So let's see what they found in this. And can you just look up here. This is Table 1.
A. Yeah.
Q. Do you see here, sir, where they look in the Italian No. 2 and No. 1 and they find anywhere from 1 to less than 1 percent to trace tremolite?
A. Tremolite, yes.
Q. Right, the mineral, correct?
A. The mineral tremolite, yes.
Q. Yes. And, of course, there are many many many minerals, accessory minerals associated with talc, correct?
A. Yes, in the mine you get carbonates, chalk.
Q. Yes.
A. Yeah, magnesium carbonate, calcium carbonate.
Q. There's dozens of accessory minerals that are present often in the talc, correct?
A. Not sure about "dozens." But, certainly, probably into double figures you can get --
Q. Okay, double figures.
A. -- different minerals, yes. It

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depends on the mine.
Q. The three -- well, it looks like three are picked out by the talc to focus on. The talc, the carbonates and tremolite, right?
A. Yes.
Q. Now, they didn't include all the other potential accessory minerals, right, they only focused on these three, true?
A. Well, if you add up 48, 43, 5 and 4 that's pretty well everything.
Q. Let me ask you this.
Was the finding of tremolite something that was good news to Johnson & Johnson?
A. It wasn't bad news cause the other studies had shown that the tremolite was the harmless block form, the rod form.
Q. This should have been rejected, right, because there was amphibole, right?
A. Not necessarily. Because back in -- even as far back as the late 1940s, the company was using optical microscopy methods to look at the talc. It wasn't just X-ray diffraction. In fact, I'm not even sure X-ray diffraction was being used much at that time. The results, of course --
MR. PANATIER: I'm going to object as

nonresponsive, your Honor, move to strike.
MS. SULLIVAN: Your Honor, he's answering the question.
THE COURT: Objection overruled.
BY MR. PANATIER:
Q. Page 4, Table 2. They find more tremolite, right, in Italian 2 and Italian 1, correct?
A. Oh, I got the wrong page. What page is this?
Q. Page 4.
A. Yes.
Q. Okay. I'm just going to go through this. You probably -- you can just look at the page up here, if it will be quicker for you.
Page 7, Table 5, they find more tremolite in the Italian No. 11 and Italian No. 2, right?
A. Yes.
Q. That's -- the Italian 1 is the stuff they are then using, right?
A. Yes.
Q. We know from the visit to the mine that both Italian 1 and Italian 2 are coming from the same source ore, correct?
A. From the Fontana mine, yes.

Q. Yes. If you turn to Page 10, four more results with tremolite, correct?
A. Yes.
Q. If you turn to Page 14, there is another result for tremolite for Italian 1 and Italian 2, true?
A. Yes. There is trace of tremolite in Italian talc, yeah.
Q. Well, there it's full 2 percent and under 1 percent, correct?
A. On floated talc, it's less than one per -- less than one, yes.
Q. And then if you turn to the Appendix A1 and A2, they run a bunch of tests on these, right?
A. Yes.
Q. And they find tremolite numerous times. Can we agree on that?
A. They do. They find a mineral called tremolite, yes.
Q. Okay. Sir, if you'll turn to May 9th, 1958.
MR. PANATIER: This is in evidence, your Honor. This is Exhibit 2343.
BY MR. PANATIER:

Q. Alright, sir. We're just going to look at this one briefly. This is from 1958, May 9th. And it says that, "In the grit from this talc," they say, "it occurs as aggregates of talc and contaminants as acicular" -- and "acicular" means needlelike, correct?
A. Yes.
Q. (Continuing.) "And fibrous particles of talc and amphibole as shards of granules of amphibole or carbonate and titanite, rutile, zircon, apatite and other accessory minerals."
Those would be some of those other minerals that sometimes appear in the talc, true?
A. Yes.
Q. And then down at the bottom it says, "The Italian No. 1 contains from less than 1 percent to about 3 percent of contaminants. The contamination is natural and consists mostly of carbonate with minor amphibole and rare accessory minerals."
And down here you can see it says, "The amphibole component has been established to be the variety tremolite," right?
A. Yes.
Q. And, of course, if you look in the

introduction page here, it says, "This is Russell's copy," okay. And I don't think that I have R.S. Russell up here.
But who is R. Russell? Who is Robert Russell?
A. Bob Russell was a scientist in the research department.
Q. Okay. I'm just going to but Russell as a scientist.
So it says this is his copy. So he's received this, right?
A. Yes.
Q. Okay. You can set that aside, sir, or if you're ready to turn to the next page.
Let's do July 31st, 1959. This was discussed last week. This one is in evidence and it's 2346.
This is, again, another Battelle study from July 31st, 1959, correct?
A. Yes.
Q. And, again, sir, you're testing the floatation and they're finding tremolite again and again, correct?
A. Yeah, you find tremolite, yeah.
Q. Okay. You see here they find it and

they note that it's largely fine acicular particles.
"Acicular" means needlelike, right?
A. Well, it's like the old Greek word, yeah, I mean, it's like the shape of my pen.
Q. Okay. If you go to Page 32, although you can just look up here.
There's many more results finding tremolite over and over and over again, correct?
A. You will find trace of tremolite in Italian talc.
Q. Johnson & Johnson absolutely knew that tremolite was a consistent mineral that was present in the Italian talc, correct?
A. Yes, it's one of several minerals that are present in talc.
Q. Right, I mean, we can look through this. We are going to find it more often than not, aren't we?
A. You'll find it occasionally, yeah.
Q. Okay. Here it is, again, okay. Johnson & Johnson received these tests and knew about them, correct?
A. Yes.
Q. Let's go to December 31st, 1959.
MR. PANATIER: This will be

Exhibit 2349. This is already in evidence, your Honor.
BY MR. PANATIER:
Q. Another Battelle study and I'm almost done with the Battelle studies. You see that, December 31st, '59?
A. Yeah.
Q. And, again, sir, they found more and more results for tremolite in the ore, correct?
A. Yeah, yes, tremolite.
Q. If you go to the very last page, again, it's kind of small type. But you can see over and over again -- by the way, when it says, less than one, that's not the same as trace, correct, because when they find trace, they mark trace, true?
A. Sometimes they mark trace, yeah. And sometimes they mark less than one.
Q. Okay.
A. Yeah.
Q. And they're not reporting on all those other accessory minerals, the apatite, the titanite, the other ones, they're reporting on tremolite, dolomite and talc?
A. They are. But when you add up

horizontally, that pretty well comes to a hundred.
Q. Okay.
A. Between platy, non-platy, yeah. That's pretty well everything there. So it doesn't mean you're going to get apatite or rutile or any of the minerals in those particular samples.
Q. Next one -- go to -- this says March 8th, 1960. And this one is in evidence as 2350.
You see this is pilot plant beneficiation of Italian run of mine talc, March 8th, 1960, right?
A. Yes.
Q. Okay. Let's just go to one of their tables where they do characteristics of talc products. Tremolite, they find it in every single one, right?
A. What table is that?
Q. This is Table 8.
A. Yes, they report tremolite.
Q. And, of course, they find it in a Johnson & Johnson shelf product that was a sample from 1958, right?
A. August '58, yes.
Q. Okay. So we know -- they know by

now, this is 1960, certainly, that even if they benefitiate, they float the talc, that tremolite makes it through that process and even into the final product, right?
A. Yes, if they -- yes.
Q. Johnson & Johnson knew there was tremolite unequivocally in the source ore and in the final product, correct?
A. Tremolite, yes, tremolite.
Q. Yes, I understand.
A. Yeah.
Q. If you will turn, sir, to -- it should just be marked 2,000. So it's probably in that final binder. It should be marked 2,000 and it's in that last binder. Let me know when you have it.
A. Yeah, we have it.
Q. Can you see, sir -- you know what interrogatories are, right?
A. Yes.
Q. Interrogatories are questions in a lawsuit where one person asks questions of the other and the other has to answer them under oath, just like you've taken the oath in a courtroom, right?
A. Yes.

Q. Okay. And these are Johnson & Johnson's answers to interrogatories filed here in Middlesex County, right?
A. Yes.
Q. Okay. In the Krishinsky case, do you see that?
A. Yes.
Q. And if you go to the end, go to very end, the last page, you'll see that there's a certification by the person from Johnson & Johnson who answered those interrogatories, Nancy Musco. Do you see that?
A. I see that, yes.
Q. And this is signed May 23, 2000, right?
A. Yes, it is, yeah.
Q. That's 40 years give or take after most of the Battelle studies we saw, right?
A. Yes.
Q. Okay.
MR. PANATIER: Your Honor, we offer these into evidence, Exhibit 3173.
MS. SULLIVAN: I believe your Honor has already ruled on this.
THE COURT: Can I see you at sidebar.

(Sidebar.)
MS. SULLIVAN: Your Honor, we have --
THE COURT: Wait, wait, wait. I didn't hear you. Just get closer.
MS. SULLIVAN: Sure.
THE COURT: Go ahead.
MS. SULLIVAN: We had a continuing objection to the line of lawsuits. But your Honor already ruled on that so...
THE COURT: I did. Okay. Thank you.
(Sidebar ends.)
THE COURT: It's now admitted into evidence.
(Plaintiff's Exhibit 3173 was moved into evidence.)
MR. PANATIER: Thank you.
BY MR. PANATIER:
Q. Sir, will you turn to Question 17, please.
A. Yes.
Q. The question that Johnson & Johnson was asked was, "Describe in detail all processes, procedures and testing performed upon the talc used in the manufacture of Johnson's Baby Powder to reduce or eliminate the existence of asbestos,

tremolite or other contaminants in Johnson's baby powder."
And what Johnson & Johnson wrote here in 2000 and verified was, "To the best of Defendant's knowledge, talc used in the manufacture of Johnson & Johnson's Baby Powder never contained asbestos in any form or tremolite." Did I read that right?
A. You read what was written, yes.
Q. And that's sworn answer was false, correct?
A. I'm not going to speculate it was intended to be false. It is not correct.
Q. Let's parse that out, right. It's false, correct?
A. It is not correct.
Q. And it was certified -- it was certified by Nancy Musco who is someone that you have actually worked with in this litigation, correct?
A. I never actually met Nancy Musco. I think I may have spoken to her once on the phone, but she was -- when I was based here in New Jersey, she was in the same building, but I don't believe I ever actually met her.
Q. Have you met with any individuals

with Johnson & Johnson to help them prepare for their depositions in this litigation?
A. I don't really understand the question.
Q. Sure. Did you help prepare any Johnson & Johnson employees or former employees for their depositions?
A. I've not been involved in this particular deposition, no.
Q. I'm not asking about this case.
A. Oh, right.
Q. I'm asking for any depositions, have you helped prepare any people whether it be Ms. Musco or Nicholson or anybody else for their depositions?
MS. SULLIVAN: Your Honor, sidebar.
THE COURT: Sure.
Don't answer.
(Sidebar.)
MS. SULLIVAN: Your Honor, I don't know what the answer is, but he's a consultant for Johnson & Johnson. And if the company had him prepare employees, that's privileged and work product.
THE COURT: One person at a time.

Q. That's lawyers, right?
A. Yes. It says "Counsel," yes.
Q. Okay. So Ms. Musco with the help of the J&J lawyers said that there had never been tremolite in Johnson & Johnson's source ore and that's false, correct?
A. No, we know that there is tremolite, has been reported in the Italian talc many, many times, yes.
Q. And we know that the extensive testing they refer to showed the tremolite to be there, right?
A. Yes, I'm not disputing that.
Q. And these answers were provided to someone who is representing someone with a disease, correct?
A. Well, the interrogatory is what it is.
Q. Right.
A. It states what it is.
Q. And you understand that people rely upon those statements that are made by the company, correct?
A. Yes.
Q. When they are trying to decide do I

have a case, they're relying on your answers, you know that, right?
A. Yeah, and she did say or the person who wrote it said, no asbestos.
Q. Right. And no tremolite?
A. And they said that as well.
Q. And those -- that verification, that is done under oath, correct?
A. Well, it is what it is. It says what it says. It says, no asbestos or tremolite.
Q. You have answered interrogatories, have you not?
A. Yes.
Q. And those were under oath, you know it's just like being here?
A. Yes.
Q. I have good news. I am going to skip some Battelle stuff. We've done a lot of that.
Let's go to December 4, 1978. It should be in the -- it may be in the third binder that I haven't given you yet.
MR. PANATIER: Here you go.
Q. Yeah, here's 78.
Okay, last binder. Here you go.
MR. PANATIER: Your Honor, here you

go.
THE COURT: Thank you.
BY MR. PANATIER:
Q. Now, some of the tabs you'll see are just marked 78, because there's no other date given. But this one does have a date. This is one is December 4, 1978.
A. Okay.
Q. Okay. And do you see, sir, that this is a letter from George Lee, the Director of Applied Science -- where is he? There he is. Director of Applied Research, sorry, December 4th, 1978. And he's writing to NIOSH, correct?
A. Yes. Yes.
MR. PANATIER: And, your Honor, I'll offer this into evidence.
THE COURT: What's the marking on it?
MR. PANATIER: 3624, your Honor.
MS. SULLIVAN: No objection.
THE COURT: So admitted. Proceed.
(Plaintiff's Exhibit 3624 was moved into evidence.)
Q. Okay. Doctor, it says, "Dear Dr. Rose," who was at NIOSH. "It was a privilege to serve as the American Industrial Hygiene Association

reviewer for the working draft of the criteria for a recommended standard occupational exposure to talc. Please find enclosed my comments and reply to the list of questions furnished by NIOSH."
So NIOSH asked some questions and this fellow from Johnson & Johnson answered them, correct?
A. Yes.
Q. Really all I want to talk about is the next page. He discusses asbestos. Know the terms non-asbestiform and asbestiform, as they have been used through the criteria document, are technically imprecise and were further confused by interchangeable use of terms such as fibrous talc," et cetera, et cetera.
Here's what I want to get to.
"If the ultimate purpose is to categorize the tac bearing mineral dust according to associated health affects, the following grouping should be made on the basis of knowledge of their compositions: High purity grade of talcs, cosmetic and pharmaceutical grades, which do not contain detectable asbestos and do not contain detectable quartz according to present commercial analytical methods," and it has an asterisk, right?

A. Uh-huh.
Q. And then he gives the definition of asbestos, correct?
A. Yes.
Q. "Asbestos is defined as the finally fibrous form of serpentine known as chrysotile and five fibrous forms of the amphibole group amosite, anthophyllite, crocidolite, tremolite and actinolite." Did I read that right?
A. You did, yes.
Q. Okay. And so the definition of asbestos that Johnson & Johnson gives to NIOSH doesn't say anything about how it grew in the ground, just that it is fibrous, correct?
A. It talks about the fibrous form means it's asbestos.
Q. Right, if it's fibrous, true?
A. As opposed to the broad form.
Q. Yes. Right, it says if it's fibrous, it's asbestos, right?
A. That's what that definition says, yes.
Q. Okay. So that's Exhibit 3624. Now, let's look at -- this is January 10, '94, yeah.
MR. PANATIER: This is already in

evidence, your Honor. This is Exhibit 2729.
BY MR. PANATIER:
Q. And, sir, I'll just show you this one. It will be a little quicker, because it's already in evidence.
January 10, '94, do you see that? You can look on the screen if it's easier or struggle to find the right binder.
A. It's a different binder.
Q. Yes.
A. Okay.
Q. You see this where it says, "Summary of raw material and finished product testing for baby powder talc," right?
A. Yes.
Q. So this is the testing protocol, what they do for the different things they're testing for as of '94, right?
A. Yes.
Q. Okay. And we're going to turn to this page. And you can see this is the specification -- at this time Cyprus owned the mine that Johnson & Johnson used to own, correct?
A. Yes.
Q. And, by the way, Windsor 66, that's

baby powder, right?
A. Yes.
Q. Okay. They define asbestos again under CTFA J4 and TM7024. So one of those is XRD/optical and one of those electro microscope, right?
A. Yes.
Q. Right?
They say, it has to be none detected, true?
A. Yes.
Q. And then they define it, "Asbestos is defined to be the fibrous serpentine chrysotile and the fibrous forms of the amphibole group as represented by amosite, anthophyllite, crocidolite, tremolite and actinolite," right?
A. Yes.
Q. They don't say anything about having a geologist tell you how it grew in the ground, do they?
A. No, they describe whether it's fibrous or not fibrous.
Q. So I took those two documents and I made us a poster, because we're going to start looking through some documents probably at the break -- after the break and we're going to compare

what those documents say to the definitions that Johnson & Johnson has provided, okay? Do you see those?
A. Yes.
Q. Can you read them okay?
A. Well, let me get my driving glasses.
Q. Because I want to double-check with you that these are what we just looked at before we go into a series of documents.
Are those quotations accurate from what we just looked at?
A. Those are from two documents, yes. One is the specification and the other is a memorandum written by an employee to NIOSH.
Q. To NIOSH. The one we looked at just before this, true?
A. Yes.
Q. Okay. So Johnson & Johnson internally has defined asbestos as the fibers of any of these minerals, chrysotile, amosite, anthophyllite, crocidolite, tremolite or actinolite, correct, sir?
A. No. The fibrous form, not "fibers," fibrous form need to be -- that's what you've written on the yellow highlight, "fibrous form."

Q. Is a fiber fibrous, sir?
A. It may or may not be. It depends on the -- on the -- how the microscopist is defining it. So, for constancy, we should use the word fibrous. There's a definition for fibrous.
Q. Well, let me just ask you.
Is a fiber fibrous?
A. It can be. But it may not be.
Q. So you can have a fiber that is fibrous and a fiber that's not fibrous?
A. Yes. And that's -- you have to talk to geologist and microscopist to explain the fibrous form of those minerals is the asbestos form.
Q. Okay. Hold on. Let's see how -- let's see how Johnson & Johnson defines fiber then, one second, and then we'll take a break.
This will be 1995, sir.
(There is a discussion off the record.)
Q. Have you found it?
A. I'm sorry, what is the year?
Q. 1995.
A. I thought you were going to put it on the screen.
Q. Yep. It just says 1995 on it because

that's the only date that's on the document.
(There is a discussion off the record.)
Q. Okay. This is in evidence already as Plaintiff's Exhibit 2736. And I'll just show it to you since it's already in evidence.
A. Okay. I was to have found it otherwise.
Q. This here is Johnson & Johnson's TM7024, correct?
A. Yes.
Q. This is the test method that Johnson & Johnson had for electron microscopy, the testing of powder talc, right?
A. Yes.
Q. For asbestiform minerals, true?
A. Yes.
Q. If we go to how they define it, definition of a fiber, "any elongated particle with parallel sides and an aspect ratio greater than or equal 3-to-1," right?
A. The definition may vary with needs of the client, yes.
Q. Right. So the only definition of fiber that Johnson & Johnson has given us using

their documents is a particle with parallel sides and an aspect ratio greater or equal to three times as long as it is wide, right?
A. Well, that's a definition.
Q. That is "the" definition that they've given in their very method --
A. That is a definition in that particular methodology.
Q. This was always their definition in 7024, correct?
A. Yes.
Q. In fact, it's the definition today, isn't it?
A. That is the same test effort today, yes.
Q. And that is an individual fiber that is being described, correct?
A. It is, yes.
Q. Okay.
MR. PANATIER: Your Honor, this is probably a good time to break.
THE COURT: Okay. Members of the Jury, we're going to take the lunch break now. Please be ready to come back upstairs at 1:30. Remember to wear your juror badges where they are

visible.
No discussions with regard to this case, including the testimony you just heard. No research of any kind whatsoever.
Enjoy your lunch. You can please leave your notebooks here. At 1:30 be ready to come back upstairs.
(Jury exits.)
THE COURT: And we're off the record.
(Lunch recess taken 12:26 p.m. to 1:28 p.m.)
(Jury enters.)
THE COURT: Please be seated. Make sure cell phones are turned off. Whenever you are ready you may continue.
MR. PANATIER: Thank you, your Honor. Good afternoon, everybody.
BY MR. PANATIER:
Q. Okay. Dr. Hopkins, let's come back to BabyCenter.com. Do you remember we started to talk about that earlier this morning?
A. Yes.
Q. And you said that was a website that Johnson & Johnson owned, right?
A. It's a domain name, yes.

A. It, certainly, does not. If it's needlelike and prickly, it does not feel good on the skin.
Q. Let's take a peak at it. Go ahead and look at the second page where it says, "tremolitic amphibole." "The amphibole appears to be tremolitic and occurs in columnar bundles and individual long, thin prismatic crystals," correct?
A. Yes.
Q. And we know that that description, right, if you have long thin, whatever you want to call it, bundles or prismatic crystals, that's going to meet the definition that Johnson & Johnson has set out for asbestos, correct?
A. No. To meet the definition for asbestos, it has to be what's called asbestiform. That's a geological and mineralogical definition.
Q. Hold on. Let us step back to Johnson & Johnson's own definitions. That's the asbestiform?
A. No, but I did.
Q. Yeah, I know you did. Did J&J?
A. They talk about the fibrous forms of those minerals.
Q. Is that the asbestiform?

A. No, it's defining asbestos.
Q. Right.
A. Which has to be the asbestiform version.
Q. Wait. Okay. I don't want to keep going back and forth. But the reason I put these up here was so we can see exactly how J&J defines them. And you keep saying "asbestiform."
That word doesn't appear in Johnson & Johnson's own definition, does it?
A. It doesn't appear on those definitions. It does appear in other definitions on the specification of the product.
Q. It appears -- right, in 7024 the word "asbestiform" appears, correct?
A. The word "asbestiform" appears where it's used to describe a mineral in the -- of the asbestos character.
Q. Right. And it describes it as a fiber that's 3-to-1, doesn't it?
A. Well, that's one definition.
Q. That's the only definition in 7024.
A. But geologists give a bigger -- okay.
Q. Just try to -- just answer the question.

MR. SULLIVAN: Your Honor, I'm just going to object. Counsel keeps interrupting Dr. Hopkins.
MR. PANATIER: I'm going to object.
THE COURT: Okay. The Court Reporter can't take multiple people speaking at the same time.
Dr. Hopkins you are not answering the question. The objection is overruled.
MR. PANATIER: I'll move to strike, your Honor.
THE COURT: Stricken.
The Jury is not to consider that last response.
One more time.
BY MR. PANATIER:
Q. Dr. Hopkins, testing method 7024 put together by J&J, right, they're TEM method, defines asbestiform as a fiber of 3-to-1, does it not?
A. The definition of fiber is 3-to-1. Yes, we saw that this morning.
Q. And they don't say anything about what it means from a geological perspective or what it might mean from a commercial perspective, do they?

A. Not in that short sentence version, no.
Q. But that's the protocol that people are supposed to use to determine whether asbestos is present when they test J&J talc by TEM, right?
A. People who test it use that protocol, correct.
Q. Okay. So let's go back to this document. He finds some "long thin prismatic crystals of tremolitic amphibole," correct?
A. You read what is written.
Q. Right? And he says it's "bad."
Now you said, well, it's bad because it feels prickly on the skin, right?
A. It does feel prickly on the skin. You wouldn't simulate nice soft baby powder, which is prickly.
Q. You know that Johnson & Johnson actually admits in documents that I've shown you that that was never the case? You know that, right?
MS. SULLIVAN: Objection, your Honor, foundation and argumentative.
MR. PANATIER: I'm just asking if he knows.
THE COURT: Objection is overruled.

Q. We're not talking about Dr. Langer, though, right?
A. Yes, Dr. Langer published a paper back in '76 with Dr. Rolle.
Q. Are you just going to ignore what he said six months ago?
MS. SULLIVAN: Objection, your Honor, that's argument.
THE COURT: Overruled.
You can answer.
A. What he said is what he said, but it was not what he wrote in a peer reviewed published literature of scientific literature.
Q. You're aware that he tested more than two bottles of baby powder ever, correct?
A. Yes, he tested a lot of bottles.
Q. Then you see here it says, "It is possible to hypothesize that pursuit of technologies which would create talc based powders of higher interest than JPB to adults could be profitable. Major effort should be expended to prove a health benefit for cosmetic dusting powders," right?
A. Well, that's what someone has written they're suggesting, yeah.
Q. "Someone" at Johnson & Johnson,

correct?
A. Well, that's why I'm puzzled, because I'm not sure who wrote this.
Q. Are you saying that someone else is doing all this analysis and writing about all these issues other than Johnson & Johnson in a document with a Johnson & Johnson Bates Stamp that you produced to us?
A. I don't know. But what I'm saying is there is no author. So I don't know -- you asked me who wrote it or who the -- if it was a Johnson & Johnson, but I said there's no author. But the document speaks to itself. I'm not disputing what is written.
(There is a discussion off the record.)
Q. So they said they wanted to try to provide a health benefit, right?
A. Well, the person who is writing this document, whoever he or she is, is going down that route, yeah.
(There is a discussion off the record.)
Q. Alright. This document is Exhibit 2614 and it is dated July 30, 1971.

MR. PANATIER: Here's your copy. I'm using the July 30th and then I'll use that one.
MS. SULLIVAN: I don't see an exhibit number.
MR. PANATIER: This will be Exhibit 2614.
BY MR. PANATIER:
A. Well, there you go, because I'm not sure which volume that is in.
Q. Probably -- this one, July 30, '71.
A. Yeah, here it is.
Q. Okay. So that's a memo from Hildick-Smith. There is a stamp over his name on the bottom, but that's from Hildick-Smith received by Nashed and it's to Dr. Fuller regarding a conversation with Dr. Clark Cooper at the School of Public Health University of California, right?
A. Yes.
Q. Okay. 1971, true?
A. Yes.
Q. Okay.
MR. PANATIER: I offer this into evidence, your Honor, Exhibit 2614.
MS. SULLIVAN: No objection.
THE COURT: So admitted.

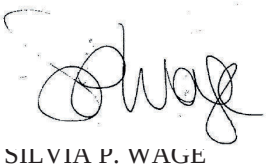
(Plaintiff's Exhibit 2614 was moved into evidence.)
BY MR. PANATIER:
Q. He says, "At Dr. Crowley's suggestion, conversation was held with Dr. Clark Cooper of the School of Public Health University of California Berkeley. Dr. Cooper had worked at the National Center for Urban and Industrial Health and later moved to the School of Public Health at Berkeley. Dr. Cooper was chairman of the National Research Council, review of asbestos and its potential health hazards which published an excellent review on the subject. Dr. Cooper was called in the hope that he might be able to attend the FDA meeting on August 3rd. He is in a position to oversee epidemiological studies, conduct analytical studies on talc and allied materials and conduct animal studies on appropriate materials. He would be pleased to discuss this area at anytime.
In asking Dr. Cooper his thoughts concerning the asbestos content of talc and the use of talcs for cosmetics, he indicated that in his opinion there is no place for asbestos in cosmetic talcs and would withdraw from the market any talcs that contained asbestos."

First of all -- let me stop there.
Johnson & Johnson agrees that if the baby powder has asbestos, it should be withdrawn from the market immediately, correct?
A. It wouldn't be sold in the first place.
Q. Can you answer my question?
A. So the answer would be, yes.
Q. Right? It is possible that a company could sell a product and then discover a problem at which point they would need to recall it, right?
A. That's the normal operation, yes.
Q. It continues that Dr. Cooper said that he did not believe that there was a low level of asbestos content in talc which would be acceptable for cosmetic ore.
And Johnson & Johnson agrees with that, the acceptable level of asbestos in cosmetic talc zero, right?
A. Yes.
Q. Okay. So this is another third-party. This person at Berkeley, who has opined that asbestos in cosmetic talc to Johnson & Johnson would be a hazard, correct?
A. Yes.

Q. Okay. I'll put that in the inbox.
Let's look at the next document, which is April 13, 1976. So, if you'll turn to April 13, 1976. And, actually, this tab just says "1976," so it will likely be the first 1976 document that you have. Keep going back.
A. Okay. It's March.
Q. Keep going back. Yeah. It's probably -- it's one of those. Okay. So go ahead and turn the page. It's one of those three there. So let's go to the next one there. Yeah, keep going. Next one. That's it.
Okay. Sorry about that.
Okay. You see this is a memo from D.R. Petterson to D.D. Johnston, right?
A. It is, yes.
Q. Now, D.D. Johnston was President of the Baby Products Company, true?
A. I think he was at that time, yes, yes.
Q. Petterson, medical director, right?
A. He was, yes.
(Continuation of the day's proceedings in Volume 2.)

CERTIFICATION

I, SILVIA P. WAGE, C.S.R., License Number 30X100182700, a Certified Court Reporter in and for the State of New Jersey, do hereby certify the foregoing to be prepared in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate non-compressed transcript [illegible] dge and ability.



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