

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs

v.

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

Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs

v.

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

Defendants.

No. 2:09-cv-06151-AB

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

On January 31, 2011, this Court granted Plaintiffs’ Motion for Preliminary Approval of Class Settlement, for Certification of Settlement Classes and for Permission to Disseminate Class Notice (“Motion for Preliminary Approval”), preliminarily approving Plaintiffs’ Settlement¹ with Defendants Toys “R” Us, Inc., Babies “R” Us, Inc. Toys “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”), BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc. (“Britax”), Kids Line, LLC (“Kids Line”), Maclaren USA, Inc. (“Maclaren”), Medela, Inc. (“Medela”) and Peg Perego U.S.A., Inc. (“Peg Perego”) (collectively, “Settling Defendants”). Plaintiffs hereby move, upon the accompanying declarations, and for the reasons stated in the accompanying Memorandum of Law, for final approval of the Settlement as to the Settling Defendants and entry of the Final Order and Judgment submitted herewith.

THEREFORE, Plaintiffs respectfully request that this Court GRANT Plaintiffs’ Motion For Final Approval Of Settlement With Defendants Toys “R” Us, Inc., Babies “R” Us, Inc., Toys

¹ All capitalized terms in this Motion shall have the same meaning as defined in the Settlement Agreement.

“R” Us-Delaware, Inc., Babybjörn AB, Britax Child Safety, Inc., Kids Line, LLC, Maclaren USA, Inc., Medela, Inc., and Peg Perego U.S.A., Inc., and ENTER the Proposed Final Order and Judgment Approving Settlement and Certifying Settlement Subclasses.

Dated: May 24, 2011

Respectfully submitted,

s/ Eugene A. Spector

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

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I. INTRODUCTION

Plaintiffs submit this memorandum in support of their Motion for Final Approval of the Settlement with Defendants Toys “R” Us, Inc., Babies “R” Us, Inc., Toys “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”), BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc. (“Britax”), Kids Line, LLC (“Kids Line”), Maclaren USA, Inc. (“Maclaren”), Medela, Inc. (“Medela”) and Peg Perego U.S.A., Inc. (“Peg Perego”) (collectively, “Settling Defendants”).

Plaintiffs and Settling Defendants entered into a proposed Settlement Agreement dated January 21, 2001.¹ On January 31, 2011, this Court granted Plaintiffs’ Motion for Preliminary Approval of Class Settlement, for Certification of Settlement Classes and for Permission to Disseminate Class Notice (“Motion for Preliminary Approval”), preliminarily certified subclasses for the purposes of the Settlement (“Settlement Subclasses”), and approved the proposed notice to the Settlement Subclasses. *See* Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”). Settling Defendants have paid \$35,240,000.00 into an escrow account that is accruing interest on behalf of the Settlement Subclasses. For the reasons set forth below, the proposed Settlement and plan of allocation are fair, reasonable and adequate and should therefore be finally approved by the Court.

II. BACKGROUND OF THE LITIGATION

The first of the consolidated actions, *McDonough v. Toys “R” Us*, No. 2:06-cv-0242-AB, was filed in January 2006 and alleged that BRU and the other Defendants, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, entered into a series of resale price maintenance agreements which had the effect of decreasing competition and artificially raising the price of baby products

¹ Defendant Regal Lager, Inc. (“Regal Lager”) was also a party to the Settlement Agreement but subsequently failed to pay the amount owed under the Settlement Agreement. That issue is separately addressed in Plaintiffs’ Motion to Enforce the Settlement Agreement. Capitalized Terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

sold to consumers. After the Court had denied Defendants' initial motions to dismiss, and the Supreme Court issued its ruling in *Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007), Defendants filed motions for judgment on the pleadings based on the *Twombly* standard, which the Court granted without prejudice. Plaintiffs filed an amended complaint, and Defendants later filed motions to dismiss arguing, *inter alia*, that the complaint was insufficient under the pleading standards set forth in *Twombly*. The Court denied the motion, *Babyage.com v. Toys "R" Us, Inc.*, 558 F. Supp. 2d 575 (E.D. Pa. 2008), and discovery in the case continued.

Following discovery, briefing and a three-day evidentiary hearing in *McDonough*, the Court granted, in part, Plaintiffs' motion for class certification under Fed. R. Civ. P. 23, certifying certain subclasses. *McDonough v. Toys "R" Us, Inc.*, 638 F. Supp. 2d 461 (E.D.Pa. 2009). Subsequently, the complaint in the second of the consolidated actions, *Elliott v. Toys "R" Us, Inc.*, No. 2:09-cv-06151-AB, was filed, specifically to cover the time periods and products for which Rule 23 certification was not granted in *McDonough*. In early 2010, the Court granted Defendants' motion for separate trials by Manufacturer, and scheduled the first trial, against BRU and Medela, to begin in January 2011.

In May 2010, the parties engaged Professor Eric Green to act as a mediator, and following a three-day in person mediation session with Professor Green and several months of telephone calls and letters, Plaintiffs and Defendants reached a Memorandum of Understanding signed on September 29, 2010. The parties zealously continued to negotiate the details of the Settlement until January 21, 2011, when the Settlement Agreement was signed.

On January 21, 2011, Plaintiffs filed their Motion for Preliminary Approval and sought certification of the Settlement Subclasses pursuant to Rule 23. On January 31, 2011, the Court

entered its Preliminary Approval Order, preliminarily approving the Settlement and certifying the Settlement Subclasses as follows:

- (a) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011 (“Britax Settlement Subclass”). Plaintiffs Melissa Nuttall, Ariel Elliott, and Kristi Monville were certified as the Settlement Subclass Representatives for this Settlement Subclass.
- (b) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006 (“Kids Line Settlement Subclass”). Plaintiffs Beth Hellman and Kelly Pollock were certified as the Settlement Subclass Representatives for this Settlement Subclass.
- (c) All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999 to January 31, 2011 (“Maclaren Settlement Subclass”). Plaintiffs Yossi Zarfati and Christine Brook Logan were certified as the Settlement Subclass Representatives for this Settlement Class.
- (d) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011 (“Medela Settlement Subclass”). Plaintiffs Stephanie Bozzo, Darcy Trzupke and Kristi Monville were certified as the Settlement Subclass Representatives for this Settlement Subclass.
- (e) All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011 (“Peg Perego Stroller Settlement Subclass”). Plaintiffs Stephanie Bozzo, Carol McDonough,

Lawrence McNally and Elizabeth Starkman were certified as the Settlement Subclass Representatives for this Settlement Subclass.

- (f) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011 (“Peg Perego High Chair Settlement Subclass”). Plaintiff Sarah Otazo was certified as the Settlement Subclass Representative for this Settlement Subclass.
- (g) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011 (Peg Perego Car Seat Settlement Subclass”). Plaintiffs Lawrence McNally and Stephanie Bozzo were certified as the Settlement Subclass Representatives for this Settlement Subclass.
- (h) All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000 to April 30, 2005. Plaintiffs Julie Lindemann, Melissa Nuttall, Sara Shuck, Lawrence McNally, and Stephanie Bozzo were certified as the Settlement Subclass Representatives for this Settlement Subclass. This Subclass and its Representatives are not releasing any claims against Regal Lager.

In its Preliminary Approval Order, the Court also approved the proposed notice to the Settlement Subclasses and set deadlines and procedures for dissemination of the notice, for filing Plaintiffs’ motion for final approval of the Settlement and application for fees and expenses, and for the filing of opt-out notices or objections by Settlement Subclass members. Notice was thereafter provided to the Subclasses in accordance with the Court’s Order. *See* Declaration of Jeanne Finegan, attached hereto as Ex. 1. The Court set a fairness hearing on the Settlement pursuant to Rule 23(e) for July 6, 2011.

III. THE SETTLEMENT

Pursuant to the Settlement Agreement and its amendments, the Settling Defendants have paid \$35,240,000.00 (“Settlement Amount”) into an escrow account as a designated settlement fund. (Settlement Agreement, ¶¶ 1(ee), 11-12). After payment of certain fees and expenses (subject to Court approval), the Net Settlement Fund will be allocated among the Settlement Classes according to the percentage of the total damages for which each Defendant accounts. (Settlement Agreement, ¶¶ 19, 26-30). In the Proposed Allocation Order attached as Ex. F to the Settlement Agreement, Plaintiffs had provided allocation percentages for each Settlement Class to the Court. Plaintiffs then engaged Dr. Martin Asher to calculate estimates of the appropriate allocation percentage for each Settlement Class in support of their Motion for Final Approval. Dr. Asher’s calculations resulted in allocation percentages in line with those proposed in Plaintiffs’ Proposed Allocation Order. *See* Declaration of Dr. Martin Asher, attached hereto as Ex. 2, ¶ 15. Accordingly, Plaintiffs propose that the Net Settlement Fund be allocated among the Settlement Classes as follows:

- (a) BabyBjörn Settlement Class: 6%
- (b) Britax Settlement Class: 28%
- (b) Maclaren Settlement Class: 7%
- (c) Medela Settlement Class: 22%
- (d) Peg Perego Stroller Settlement Class: 9%
- (e) Peg Perego High Chair Settlement Class: 4%
- (f) Peg Perego Car Seat Settlement Class: 3%
- (g) Kids Line Settlement Class: 21%

(“Individual Settlement Funds”) (*See* Proposed Allocation Order, ¶ 3).²

Allocation of the Settlement Fund is based on, *inter alia*, the alleged percentage overcharge as calculated by Plaintiffs’ damages expert, per product, the relevant time period, the evidence developed to date, risks of litigation and likelihood of recovery. Excluded from the Settlement Classes will be all persons who validly and timely request exclusion by June 6, 2011, in accordance with the Court’s Preliminary Approval Order (*See* Settlement Agreement, ¶ 31).

Each Settlement Class member must submit a verified claim form with a sworn affidavit with or without documentary proof of the necessary purchase(s) of one or more of the Settlement Products to be eligible to be paid from an Individual Settlement Fund. (*See* Settlement Agreement, ¶¶ 18-20; *see also* Proposed Allocation Order, ¶ 6). If a Settlement Class Member submits valid documentary proof of the actual price paid for a Settlement Product, the Settlement Class Member will be eligible to receive a maximum of three times 20 percent of the actual purchase price of each Settlement Product purchased. (Proposed Allocation Order, ¶¶ 6a, 7). If a Settlement Class Member does not submit documentary proof of the actual purchase price, but otherwise submits a valid proof of purchase, the Settlement Class member will be eligible to receive a maximum of three times 20 percent of the Estimated Retail Price (as calculated by Class Counsel using available information) of each Settlement Product purchased. (Proposed Allocation Order, ¶¶ 6b, 7). The Estimated Retail Prices are based on price lists and other contemporaneous documentation of suggested retail prices from the Settling Defendants. If a Settlement Class Member does not submit any proof of purchase or purchase price at all, but otherwise submits a valid, sworn and timely Claim form, the Settlement Class Member will be

² Concurrent with the filing of their Motion for Final Approval, Plaintiffs will be filing a Motion for Entry of Proposed Allocation Order.

eligible to receive a one time payment of \$5.00 from each Individual Settlement Fund for which he or she is eligible. (Proposed Allocation Order, ¶¶ 6c).

Depending on the number of claims submitted for payment from each Individual Settlement Fund, each claim may be subject to certain pro rata enhancements or reductions. (Proposed Allocation Order, ¶¶ 6, 9, 10, 11). Claims of Settlement Class Members that do not submit any proof of purchase or purchase price are not eligible for any enhancements but may be subject to certain pro rata reductions. (Proposed Allocation Order, ¶¶ 7, 9). If the claims submitted would exhaust a particular Individual Settlement Fund, the claims may be subject to pro rata reductions. (Proposed Allocation Order, ¶ 9). If the claims submitted do not exhaust an Individual Settlement Fund, the claims may be enhanced up to three times the authorized claims. (Proposed Allocation Order, ¶ 7). *See also* Proposed Allocation Order, ¶¶ 10, 11, (explaining how the aggregate excess from any Individual Settlement Fund will be used to increase any exhausted Individual Settlement Fund).

IV. ARGUMENT

A. The Proposed Settlement Is Fair, Reasonable and Adequate and Should Be Approved By the Court

Rule 23 of the Federal Rules of Civil Procedure provides that a proposed class action settlement should be approved where the settlement is “fair, reasonable and adequate.” Fed. R. Civ. P. 23(e) (2). *See In re Prudential Ins. Co. Am. Sales Practices Litig.* Agent Actions, 148 F.3d 283, 316 (3d Cir. 1998); *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 U.S. Dist. LEXIS 29161, at *5 (E.D. Pa. Sept. 27, 2004).

The courts have recognized a strong public policy favoring settlement of civil actions. *See, e.g., Williams v. First Nat’l Bank*, 216 U.S. 582, 595 (1910) (“compromises of disputed claims are favored by the courts”); *Sherin v. Gould*, 679 F. Supp. 473, 474 (E.D. Pa. 1987). The

policy favoring settlement is particularly appropriate in class actions. *See, e.g., In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995); *Austin v. Pennsylvania Dep't of Corr.*, 876 F. Supp. 1437, 1455 (E.D. Pa. 1995) (noting that “the extraordinary amount of judicial and private resources consumed by massive class action litigation elevates the general policy encouraging settlements to ‘an overriding public interest.’”) (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)).

District courts have broad discretion in deciding whether to approve a class action settlement. *See, e.g., Girsch v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975); *Shlensky v. Dorsey*, 574 F.2d 131, 147 (3d Cir. 1978) (observing that a trial judge has “wide discretion” in ruling on a motion for approval of a class settlement). Courts have noted, however, that “it is appropriate to give substantial weight to the recommendations of experienced attorneys, who have engaged in arms-length settlement negotiations, in making this determination.” *In re Auto. Refinishing Paint Antitrust Litig.*, 2004 U.S. Dist. LEXIS 29161, at *7. *See also Petruzzi's v. Darling- Delaware Co., Inc.*, 880 F. Supp. 292, 301 (M.D. Pa. 1995) (noting that “the opinions and recommendation of such experienced counsel are indeed entitled to considerable weight”).

The Third Circuit has established a nine-factor test for determining whether a proposed settlement is “fair, adequate and reasonable.” *Girsch* 521 F.2d at 157. These so-called *Girsch* factors are:

- (1) the complexity, expense and likely duration of the litigation;
- (2) the reaction of the class to the settlement;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;

- (6) the risks of maintaining the class action through the trial;
- (7) the ability of the defendants to withstand a greater judgment;
- (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and
- (9) the range of reasonableness of the settlement fund in light of all the attendant risks of litigation.

In re Cendant Corp. Litig., 264 F.3d 201, 232 (3d Cir. 2001) (citing *Girsch*, 521 F.2d at 157).

As discussed below, when examined in light of the nine *Girsch* factors, the proposed Settlement is fair, reasonable and adequate and should therefore be approved by the Court.

1. The Complexity, Expense and Likely Duration of the Litigation

There is little doubt that this litigation has been complex, expensive and of long duration, and the Settlement was achieved just as the parties began preparation for a series of six separate, consecutive jury trials, an undertaking of tremendous effort, complexity and expense. “An antitrust class action is arguably the most complex action to prosecute The legal and factual issues involved are always numerous and uncertain in outcome.” *In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d 568, 577 (E.D. Pa. 2003) (quoting *In re Motorsports Merchandise Antitrust Litig.*, 112 F. Supp. 2d 1329, 1337 (N.D. Ga. 2000)) (internal citations and quotations omitted). *See also In re Shopping Carts Antitrust Litig.*, MDL No. 451, 1983 U.S. Dist. LEXIS 11555, at *17 (S.D.N.Y. Nov. 18, 1983) (observing that “antitrust price fixing actions are generally complex, expensive and lengthy”).

This litigation is no exception. This case involves complex legal and factual issues relating to the contractual arrangements between manufacturers, distributors and retailers of several baby products over a span of many years. Both the substantive law and procedural law

were impacted by judicial decisions issued during the pendency of this litigation. Plaintiffs had already defeated defendants' initial motions to dismiss when the Supreme Court decided *Twombly*, 550 U.S. 544, providing a supplemental interpretation for the pleading standard in antitrust cases which required additional briefing. In addition, the law governing the standard of review for retail price maintenance agreements changed after the case was filed, from being judged under a *per se* rule to the rule of reason with the Supreme Court's opinion in *Leegin Creative Leather Prods. v. PSKS, Inc.*, 551 U.S. 877 (2007), resulting in the parties engaging in additional substantive motion practice. Further, as discussed below, the Third Circuit decided *Hydrogen Peroxide* while Plaintiffs' motion for class certification was *sub judice* in this case. *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305. (3d Cir. 2008). The *Hydrogen Peroxide* decision led to additional substantive briefing by plaintiffs and defendants, as well as additional expert discovery.

The parties engaged in lengthy discovery throughout the United States and elsewhere and engaged several economic experts, and briefed complex issues of both substantive and procedural law. The Court issued a significant opinion on class certification after a class certification hearing with live testimony from expert witnesses, and decided a thorny issue of trial procedure, separating the cases for trial by manufacturer. The case involved extensive briefing at every stage, from the motions to dismiss, discovery disputes and class certification, right up through the severance motion, and at long last took months to settle even after an agreement in principle was reached at a three-day mediation. As detailed in Plaintiffs' application for attorneys' fees and expenses, filed with the Court concurrently, Class Counsel report having already expended over 81,200 hours on this litigation and incurred expenses totaling \$2,229,775.60.

By settling their claims with Settling Defendants, both Plaintiffs and Settling Defendants will save significant resources that would have already been spent preparing for and conducting the six consecutive trials. The first *Girsch* factor is clearly satisfied here.

2. The Reaction of the Class to the Settlement

This factor “attempts to gauge whether members of the class support the settlement.” *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 148 F.3d at 318. It is common, however, for some class members to object to a proposed settlement and class settlements are often approved over the objections of many class members. *See, e.g., In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297 (N.D. Ga. 1993) (approving settlement notwithstanding a large number of objectors).

Pursuant to the Court’s Preliminary Approval Order, direct notice is being given to potential Settlement Subclass Members in the form of both mail and email notice, and publication notice is being given in magazines, press releases, and text messaging, as well as on television, an informational website, and via a toll free information telephone line. *See* Finegan Decl., Ex. 1, ¶ 7.

As of this date, Class Counsel have received two objections. The first objection is to Plaintiffs’ fee request, even though that request had yet to be filed. The second objector, who by his own statements is not a class member, objected to receiving the notice on the grounds that (i) he was not a purchaser of any of the products at issue; and (ii) his identity had been improperly revealed as demonstrated by the fact that he received notice. Pursuant to the Court’s Preliminary Approval Order, the deadline for submitting objections to and opting out of the settlement is June 6, 2011, and Plaintiffs therefore cannot at this time fully gauge the response of Settlement Subclass Members to the Settlement. On June 13, 2011, Plaintiffs will submit, in

accordance with the Court's Preliminary Approval Order, a response to any objections filed by Settlement Subclass Members.

3. The Stage of the Proceedings and the Amount of Discovery Completed

This factor "captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *In re Cendant Corp. Litig.*, 264 F.3d at 235 (quoting *In re GMC.*, 55 F.3d at 813). "Generally, post-discovery settlements are viewed as more likely to reflect the true value of a claim as discovery allows both sides to gain an appreciation of the potential liability and the likelihood of success." *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 U.S. Dist. LEXIS 29161, at *15 (citing *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1314 (3d Cir. 1993)).

Here, the parties have completed full, extensive merits discovery, including the review of over one million (1,000,000) pages of documents produced by Defendants and third parties, over thirty (30) depositions of fact witnesses, the exchange of reports by and depositions of expert witnesses for class certification, and Plaintiffs' production of Rule 26 (a)(2) expert reports. There was also a three-day evidentiary hearing on Plaintiffs' motion for certification of the Subclasses. When settlement discussions began, discovery had closed, the Court had set a trial date for the first trial, and the parties were preparing for trial and summary judgment motions. As a result, Class Counsel is clearly in a position to make an informed judgment as to the merits of the litigation and the likelihood of success. *See In re SmithKline Beckman Corp. Sec. Litig.*, 751 F. Supp. 525, 530 (E.D. Pa. 1990) (noting that "counsel ... are fully cognizant of the relative merits and deficiencies of their clients' positions. A settlement at this time represents, for both

sides, a significant savings of trial and appeals costs.”). The third *Girsch* factor is satisfied here as well.

4 and 5. The Risks of Establishing Liability and Damages

These *Girsch* factors attempt to measure the “expected value of litigating the action rather than settling it at the current time.” *In re Cendant Corp. Litig.*, 264 F.3d at 238 (quoting *In re GMC.*, 55 F.3d at 816). Plaintiffs believe that their case against Defendants is a strong one that would survive summary judgment, prevail at trial and win on appeal. However, all complex antitrust class actions have inherent risks. Defendants in this case are large entities with extensive resources and are represented by talented and experienced counsel. “As is true in any case, the proposed Settlement represents a compromise in which the highest hopes for recovery are yielded in exchange for certainty and resolution.” *Int’l Union, UAW v. Ford Motor Co.*, No. 06-10331, 2006 U.S. Dist. LEXIS 70471, at *67-68 (E.D. Mich. July 13, 2006) (internal quotation marks and citation omitted).

In order to prove liability, Plaintiffs have the burden of showing that the agreements at issue constitute illegal resale price maintenance agreements, a task made all the more difficult by the current uncertainties in the law as a result of the Supreme Court’s decision in *Leegin*.

Leegin was decided during the pendency of this Action. When this case commenced, resale price maintenance agreements of the kind alleged were a *per se* violation of the Sherman Act. After the Supreme Court’s ruling, Defendants were able to assert additional defenses, including that the agreements were reasonable restraints on trade. In addition, assuming Plaintiffs were able to establish liability, they would also have to prove damages against Settling Defendants, which is likely to become an expensive and uncertain “battle of the experts.” See *Lazy Oil Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997), *aff’d*, 166 F.3d 581 (3d

Cir. 1999) (recognizing the value of settlement when the litigation is likely to become a complicated and costly battle of experts).

These uncertainties and risks support the appropriateness of the Settlement. *See In re Chambers Dev. Sec. Litig.*, 912 F. Supp. 822, 838 (W.D. Pa. 1995) (“A very large bird in the hand in this litigation is surely worth more than whatever birds are lurking in the bushes.”). The fourth and fifth *Girsch* factors are met here.

6. The Risks of Maintaining the Class Action Through the Trial

This *Girsch* factor looks at the risks of going to trial. The Third Circuit has held that this factor is perfunctory “[b]ecause the district court always possesses the authority to decertify or modify a class that proves unmanageable ... [t]here will always be a ‘risk’ or possibility of decertification, and consequently the court can always claim this factor weighs in favor of settlement.” *In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d at 321. However, here, the Third Circuit addressed the standard for class certification during the pendency of the class certification motion. *In re Hydrogen Peroxide Antitrust Litig.*, 552 F. 3d 305. Though this Court’s certification opinion was thorough and closely reasoned, the possibility of decertification here was no mere specter. The Court declined to certify the full scope of the classes originally proposed by Plaintiffs. As a result, the *Elliott* Plaintiffs filed additional litigation to seek certification of the unrepresented classes. Therefore, in the particular circumstances of this case, the sixth *Girsch* factor favors approval.

In this case, as discussed above, there are substantial risks for Plaintiffs in going to trial and proving liability and damages as well as those inherent in any class action. *See In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003). “[T]he prospect of a trial necessarily involves the risk that Plaintiffs would obtain little or no recovery.” *See also In re*

Auto. Refinishing Paint Antitrust Litig., 2004 U.S. Dist. LEXIS 29161, at *21 (“[W]e find that the inherent difficulties in bringing a class action to trial provides additional support for the approval of the ... Settlement.”).

7. The Ability of the Defendants to Withstand a Greater Judgment

This factor “is concerned with whether the defendants could withstand a judgment for an amount significantly greater than the Settlement.” *In re Cendant Corp. Litig.*, 264 F.3d at 240. However, this factor “does not require that the defendant pay the maximum it is able to pay.” *In re Diet Drugs Prods. Liab. Litig.*, Nos. MDL No. 1203, 99-20593, 2000 U.S. Dist. LEXIS 12275, at *188 (E.D. Pa. Aug. 28, 2000) (citing *In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d at 321-22).

Here, many of the Settling Defendants are large and solvent entities. However, courts have not given this factor great weight where the settlement at issue represents a substantial sum in light of the risks involved in proceeding with the litigation. *See, e.g., In re Auto. Refinishing Paint Antitrust Litig.*, 2004 U.S. Dist. LEXIS 29161, at *22; *Lazy Oil Co.*, 95 F. Supp. 2d at 318, *aff'd*, 166 F.3d 581 (3d Cir. 1999) (concluding that defendant’s ability to pay a larger judgment did not weigh against settlement “in light of the risks that Plaintiffs would not be able to achieve any greater recovery at trial.”). Further, no Defendant would agree to stand for any other Defendant’s share of the settlement, meaning that the financial health of the least stable Defendant bore on the total recovery – and, in fact, one Defendant now claims it lacks the funds to pay the amount it agreed to pay to settle the claims against it. *See Plaintiffs’ Motion to Enforce Settlement Agreement Against Regal Lager* filed April 14, 2011.

8 and 9. The Reasonableness of the Settlement in Light of the Best Possible Recovery and in Light of All the Attendant Risks of Litigation

These two closely related *Girsh* factors “ask the court to analyze the settlement in light of the best and worst case scenarios.” *In re Auto. Refinishing Paint Antitrust Litig.*, 2004 U.S. Dist. LEXIS 29161, at *23. “This inquiry measures the value of the settlement itself to determine whether the decision to settle represents a good value for a relatively weak case or a sell-out of an otherwise strong case.” *In re Chambers Dev. Sec. Litig.*, 912 F. Supp. at 839 (quoting *In re GMC*, 55 F.3d at 806.).

The Settlement Amount in this case, over \$35 million and representing approximately 24% of estimated actual damages, is on par with or superior to settlements in other recent antitrust class actions. *See, e.g., Rodriguez v. West Publishing Corp.*, No. CV-05-3222, 2007 U.S. Dist. LEXIS 74849, at *42-43 (C.D. Cal. Sept. 10, 2007) (approving settlement representing 30% of estimated damages), *aff'd in part, rev'd in part on other grounds*, 563 F.3d 948 (9th Cir. 2009); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, No. 03-4578, 2005 U.S. Dist. LEXIS 9705, at *29-30 (E.D. Pa. May 20, 2005) (noting that the settlement, which amounted to 11.4% of total damages to the settlement class “compare[d] favorably with the settlements reached in other complex class action lawsuits.”); *Nichols v. SmithKline Beecham Corp.*, No. 00-6222, 2005 U.S. Dist. LEXIS 7061, at *52 (E.D. Pa. Apr. 22, 2005) (approving settlement representing between 9.3% and 13.9% of damages); *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 258 (D. Del. 2002) (approving settlement amounting to 33% of maximum possible recovery). *See also In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d at 581 (approving settlement for approximately 36% of total damages during the class period and listing cases with substantially lower settlement percentages); *Lazy Oil Co.*, 95 F. Supp. 2d at 339 (noting cases approving settlements ranging from 0.2% to 16% of potential recovery).

Taking into consideration the risks of continued litigation, as well as the fact that it is the product of intensive arms-length negotiations among experienced counsel with the assistance of a professional mediator, the Settlement falls within the range of reasonableness and satisfies the final *Girsch* factors. Accordingly, this Court should grant Plaintiffs' motion for final approval and approve the Settlement as fair, adequate and reasonable pursuant to Fed. R. Civ. P. 23.

B. The Court Should Also Approve the Proposed Allocation Plan, Which Is Fair, Reasonable and Adequate

“Approval of a plan of allocation of a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole: the distribution plan must be fair, reasonable and adequate.” *In re Auto. Refinishing Paint Antitrust Litig.*, 2004 U.S. Dist. LEXIS 29161, at *26 (quoting *In re Lucent Technologies, Inc. Sec. Litig.*, 307 F. Supp. 2d 633, 649 (D.N.J. 2004)). “In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.” *Id.* (quoting *In re Gen. Instrument Sec. Litig.*, 209 F. Supp. 2d 423, 432 (E.D. Pa. 2001)).

The allocation plan submitted by Plaintiffs is straightforward and designed to compensate Settlement Class Members based on the extent of their injuries resulting from Settling Defendants' alleged overcharges. *See* Proposed Allocation Order. The allocation plan provides for the distribution of the Settlement Fund, including accumulated interest, after payment of counsel fees, expenses and Incentive Awards. (Proposed Allocation Order, ¶ 3.) As discussed above, the Settlement Fund is to be allocated among the Settlement Classes based on the alleged percentage overcharge, as calculated by Plaintiffs' damages expert, per product. Each Settlement Class has been allocated that percentage of the overall Settlement Fund which that Settlement Class' damages represent in comparison to the total damages estimated to have been suffered by all of the Settlement Classes, the relevant time period, the evidence developed to

date, risks of litigation and likelihood of recovery. (Proposed Allocation Order, ¶ 3.) Asher Decl. Ex. 2, ¶¶ 7, 14. Each Settlement Class Member is eligible for reimbursement based on his or her purchases during the relevant time period of eligible products sold by Settling Defendants. (Proposed Allocation Order, ¶¶ 3, 6).

Allocation plans that, as here, provide for *pro rata* distributions have been routinely approved by the courts. *See, e.g., In re Vitamins Antitrust Litig.*, No. 99-197, 2000 U.S. Dist. LEXIS 8931, at *32 (D.D.C. Mar. 31, 2000) (“Settlement distributions, such as this one, that apportion funds according to the relative amount of damages suffered by class members have repeatedly been deemed fair and reasonable.”). The Court should accordingly approve the allocation plan as fair, reasonable and adequate.

III. CONCLUSION

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

Dated: May 24, 2011

Respectfully submitted,

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**CLASS COUNSEL FOR THE
SETTLEMENT SUBCLASSES**

EXHIBIT 1

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

CAROL M. MCDONOUGH, *et al.*,
Plaintiffs,
v.
TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,
Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,
Plaintiffs,
v.
TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,
Defendants.

No. 2:09-cv-06151-AB

DECLARATION OF
JEANNE C. FINEGAN, APR
CONCERNING
IMPLEMENTATION AND
ADEQUACY OF NOTICE
PROGRAM

I, JEANNE C. FINEGAN declare as follows:

INTRODUCTION

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

2. GCG was engaged by Class Counsel as the Notice and Settlement Administrator to develop and implement a legal notice program (the “Notice Program”) to inform class members of the proposed class action settlement between plaintiffs and Defendants Toys “R” Us, Inc., Babies “R” Us, Inc ., Toy “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”), BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc. (“Britax”), Kids Line, LLC (“Kids

Line”), Maclaren USA, Inc. (“Maclaren”), Medela, Inc. (“Medela”), and Peg Perego U.S.A., Inc. (“Peg Perego”) (collectively “Defendants”). As described in the *Proposed Order Preliminarily Approving the Class Action Settlement, and Providing for Notice* (“Order”), p. 3 and 4, the Court certified eight Settlement Subclasses in the combined litigation as follows:

- (i) All persons who directly purchased any BabyBjörn baby carrier from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005.
- (ii) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011.
- (iii) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006.
- (iv) All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999, to January 31, 2011.
- (v) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011.
- (vi) All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011.
- (vii) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011.
- (viii) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011.

3. The purpose of this Declaration is to report to the Court, that in compliance with the Court’s Order dated January 31, 2011 all elements of the Notice Program (“Program”) have been successfully implemented. The Program commenced on April 1, 2011 and was substantially completed on May 15, 2011. The texting component will be completed on May 30, 2011. This Declaration also describes and details why this Program provided the most appropriate notice under the circumstances of this case, and how it was reasonably calculated, combining direct mail, email and paid media, to reach approximately 77 percent of class members in this case.

QUALIFICATIONS

4. A comprehensive description of my credentials and experience that qualify me to provide expert opinions on the adequacy of class action notice programs was previously filed with this Court. In summary, I have served as an expert, directly responsible for the design and implementation of over 350 class action notice programs, some of which are the largest and most complex programs ever filed in both the United States and in Canada. GCG's legal notices have appeared in more than 40 languages in approximately 170 countries.

5. I have more than 20 years of communications and advertising experience and I am the only Notice Expert accredited in Public Relations (APR) by the Universal Accreditation Board, a program administered by the Public Relations Society of America. Further, I have provided testimony before Congress on issues of notice. Also, I have lectured, published and been cited extensively on various aspects of legal noticing, product recall and crisis communications and have served the Consumer Product Safety Commission ("CPSC") as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns.

6. In evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example, in *DeHoyos, et al. v. Allstate Ins. Co.*, No. SA-01-CA-1010 (W.D.Tx.), in the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African-American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts.

And recently in *Stern v. AT&T Mobility Wireless*, No. 09-cv-1112 CAS-AGR (C.D.Cal.), in the Final Approval Order, the Honorable Christina A. Snyder stated:

[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

Further, in *Stefanyshyn v. Consolidated Industries*, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.), in the Order Granting Final Approval of Settlement, Judge Randy Williams stated:

The notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the “best practicable” notice of the proposed Settlement.

A more comprehensive list of my class action and bankruptcy noticing experience, along with other judicial comments, is attached to this Declaration as Exhibit A.

NOTICE PLAN SUMMARY

7. As discussed below, and in compliance with the Order, the Notice Program was designed to reach 77 percent potential class members through a combination of direct mail notice to known Class members, a paid media program, as well as the creation of a settlement website where class members could obtain information about the proposed settlement, obtain important Court documents and the settlement notice and claim form, and a toll-free hot-line where class members could obtain basic information about the settlement, request that a claim packet be mailed to them, or seek other assistance. Specifically, the proposed Notice Program included the following components:

- Direct mail to over 1,281,636 known class members from Defendants’ databases;
- Publication of a short-form notice (“Summary Notice”) in nationally circulated consumer magazines;
- Banner advertising on highly trafficked web sites;
- An informational website (www.babyproductsantitrustsettlement.com) on which the notices and other important Court documents are posted; and
- A toll-free information line **1-888-292-8492**, where class members could call 24/7 for more information, and request copies of the claim packet, among other things.

DIRECT MAIL/EMAIL NOTICE:

8. On or about November 3, 2010, GCG received a CD from Spector Roseman Kodroff & Willis, P.C., containing the names and contact information of 1,037,444 purchasers that purchased certain BabyBjörn, Britax, Kids Line, Maclaren, Medela and Peg Perego baby products from Babies “R” Us or Toys “R” Us.

9. Subsequently, on or about January 10, 2011, GCG received supplemental names and contact information for additional persons who purchased certain Kids Line baby products. GCG then reviewed these files and determined that there were 1,285,450 unique records of potential Class Members that purchased the relevant baby products from Babies “R” Us or Toys “R” Us during the relevant time periods. Of these unique Class Member records, GCG identified 859,405 records that had an email address and 422,231 records did not have email address but had a mailing address. GCG then entered these 1,281,636 records containing an email or mailing address into a database created specifically for this Settlement. 3,814 records had a name but neither an email address nor a mailing address.

EMAIL NOTIFICATION

10. GCG formatted the Email Notice for electronic distribution. Email notification began on April 1, 2011, and over the next few business days GCG sent the Email Notice to the 859,405 potential Class Members whose records appeared to contain a working email address. GCG closely monitored email delivery throughout the Email Notice distribution process. Of the 859,405 emails that were sent, 660,459 emails were delivered and 198,946 were returned as undeliverable because the email address no longer existed, the email account was closed, or the email address had a bad domain name or address error (collectively, “Hard Bounces”).

11. On April 1, 2011, GCG distributed the Notice Packet to 422,231 potential class members that did not have email address but appeared to have a complete mailing address.

12. Additionally, on April 14, 2011, GCG distributed 198,942 Notice Packets by U.S. Mail to those potential Class Members whose email notification bounced back, if they had a mailing address.

13. GCG closely monitored all mail returned. As of May 15, 2011 there were a total of 2,823 Notice Packets that had been returned with a new address provided by the United States Postal Service. These new addresses were updated into this case specific database and these

Notice Packets were re-mailed promptly. GCG instituted procedures to track any copy of the Notice Packets that were returned as undeliverable because of an old or incomplete address, but without a forwarding address.

14. As of May 15, 2011, a total of 74,953 Notice Packets had been returned to GCG marked as undeliverable. GCG then performed a better address search (NCOA), for each of these potential Class Members whose Notice Packets had been returned as undeliverable through the United States Postal Service’s National Change of Address (“NCOA”) database. Where GCG was able to obtain new addresses as a result of this search, our records were updated and a copy of the Notice Packets was promptly mailed to these class members.

15. As a result of this, GCG was able to remail a total of 191 Notice Packets.

16. In the aggregate, GCG has mailed a total of 624,187 Notice Packets to Class Members by first-class mail.

17. As of May 15, 2011, GCG has received 3,142 claims online, 12,223 claims by mail, and 128 claims by fax for a total of approximately 15,493 claims. The claim filing deadline is August 1, 2011.

PAID MEDIA NOTICE: TARGET AUDIENCE DEFINITION AND REACH ANALYSIS

18. In order to provide the most broad-reaching Notice program, my staff and I analyzed media definitions provided by MRI and comScore. Taking into consideration that, on occasion, adults change specific brand preferences, we have selected the most appropriate and comprehensive media definitions: People who own or have purchased baby gear (including strollers, car seats, etc.):

Target Audience Definition	Combined Average Media Reach	Combined Average Frequency
People who own or have purchased baby gear (including strollers, car seats, etc.)	72%	1.8

**Source Mediamark Research and Intelligence LLC, Doublebase 2010 and comScore, November 2010.*

19. In compliance with the Order, the Summary Notice was published in over 1,200 newspapers throughout the United States by way of *Parade Magazine* and *USA Weekend*. In addition, the notice was also published in *Parents* and *People en Espanol* magazines. Combined, these publications have a circulation of over 57 million. The Summary Notice included general

information about who might be a Class Member, the case, the terms of the Settlement, Class Member rights and options, and upcoming deadlines and dates and the opt-in text code. The Summary Notice prominently displayed the website address (www.babyproductsantitrustsettlement.com), which is an address where Class Members may direct questions. Additionally, the Summary Notice included a toll-free telephone helpline 1-888-292-8492, and a Text Short Code, BBY to 247365, so that Class Members could obtain more information in English and Spanish about the case.

PRINT ADVERTISING

MAGAZINES					
TITLE	Circulation	Issue Date	On Sale	Approximate Unit Size	Insertions
<i>Parade</i>	32,400,000	4/3	4/3	2/5 Page	1
<i>USA Weekend</i>	22,600,000	4/3	4/3	Digest	1
<i>People en Espanol</i>	555,808	May 2011	4/1	2/3 Page V.	1
<i>Parents</i>	2,214,154	May 2011	4/12	1/2 Page	1
<i>Subtotal:</i>	57,769,962				4

Attached hereto as Exhibit B is a copy of the Summary Notice as it appeared in the publications.

WEBSITE ADVERTISING

20. Internet advertising was particularly important in this case, given that approximately 80 percent of the target audience of people who own or have purchased baby gear (including strollers, car seats, etc.) are online. Therefore, the notice program employed banner advertising on the following websites and networks:

24/7 NETWORK

24/7 Real Media, Inc. was named among the top five ad networks in the U.S. according to comScore's June 2010 rankings. The network includes over 2,000 web sites such as: Oprah, ivillage, Weather.com, MySpace, and FoxNews, among many others. According to comScore, the network had over 40.7 million visitors in March 2011,

accounting for 82 percent of all online adults 18 years old or older. In this case, banner ads appeared throughout the network.

MSN HOTMAIL

MSN Hotmail is a free web-based email service operated by Microsoft as part of its Windows Live group. It is currently the second largest web-based email service. According to comScore March 2011 data, MSN Hotmail had over 11 million daily visitors. Visitors spent an average of 28.9 minutes per day.

UNIVISION

Univision.com states they are the number one visited Spanish-language website among U.S. online Hispanics. According to comScore, 488,000 daily users visited the site in March 2011, spending an average of 14.6 minutes per day.

INTERNET				
SITE	URL	Estimated Duration	Run Dates	Unit Size
<i>24/7 Network</i>	Various	1 month	4/1 – 5/15/11	728 x 90
<i>MSN Hotmail</i>	www.hotmail.com	1 month	4/1 – 5/15/11	160 x 600
<i>Univision</i>	www.univision.com	1 month	4/1 – 5/15/11	728 x 90
<i>Total Impressions: 204,508,893</i>				

Banner ads allow users to self identify themselves as potential class members, where they may then “click” on the banner and then link directly to the official website for more information. Attached as Exhibit C are screen shots of the banner ads as they appeared on the various web sites.

OPT-IN TEXTING

21. To further enhance the notice effort, and to capture the growing population of cell phone users, a short code, BBY to 247365, was part of all direct mail and publication summary notice. Mobile cell phone users who opted to send a text then received a text message with a link to a mobile landing page. Upon visiting the landing page mobile visitors had the option to click to connect directly to the 800 number. The mobile site provides summary information regarding

the Settlement. Those who seek additional information are directed to call the toll-free line or visit the official web site. While this effort cannot be calculated into the overall reach of the program, it increased the opportunity for potential class members to see the message. It is important to note that an estimated 88 percent of the target audience own a cell/mobile phone. Of that group, over half have used text messaging in the past 30 days.

TEXTING & MOBILE WEBSITE	
MEDIA	Run Date
<i>Texting & Mobile Website</i>	4/1 – 5/15/11

Attached as Exhibit D is the mobile landing page.

PRESS RELEASE

22. A neutral press release was disseminated broadly over PR Newswire’s U.S.-1 network to more than 7,500 media outlets, including newspapers, magazines, national wire services, television and broadcast media, websites, online databases, and Internet networks. PR Newswire is a world-recognized newswire, with a wire, Internet, satellite, and fax network that is capable of the immediate distribution of news releases to the media, financial community and consumers. In addition to the U.S.-1 release, an additional press release was issued in Spanish through PR Newswire’s Hispanic Newswire.

23. The press release resulted in over 300 articles about the settlement. Attached as Exhibit E is the English press release as it was distributed over PR Newswire, and a summary report of all the articles and where they appeared. Attached as Exhibit F is the online media pick-up report which includes 24 articles related to the class settlement.

TOLL-FREE HOT-LINE

24. GCG established, and now maintains, a toll-free hot-line with a 24/7 Interactive Voice Response (“IVR”) system to assist class members and provide basic information about the settlement and claim process. The hot-line became operational on or about April 1, 2011. Through this hot-line, class members can obtain copies of the Notice Packet, hear basic

information about the settlement, or request a call back from a trained customer service representative. As of May 15, 2011, GCG has received a total of 3,267 calls, of which 1,665 class members spoke with a live operator for assistance and 552 requested Notice Packets. All of the requests for Notice Packets were promptly mailed.

SETTLEMENT WEBSITE

25. GCG established an informational Settlement Website (“Website”) at the internet address www.babyproductsantitrustsettlement.com that explains the Settlement, provides important dates in the Settlement process, gives answers to frequently asked questions, provides contact information for the Settlement Administrator and Lead Class Counsel, and provides links to the Notice, the Settlement Agreement, the Order, and other court documents. The form and content of the Website was approved by Class Counsel. The Website became publicly available on April 1, 2011, and is accessible 24 hours a day, 7 days a week. As of May 15, 2011, there have been over 134,163 visits to the Website as a result of the email, direct mailing, and notice publication campaigns. GCG has and will continue to maintain and update the Website throughout the settlement administration process.

26. Additionally, the website was designed to allow Class Members to submit their claims directly on-line. To date, GCG has received over 3,142 claims through the Settlement Website.

27. GCG also established an email address for Class Member inquiries (questions@babyproductsantitrustsettlement.com). As of May 15, 2011, GCG has received a total of 1,125 emails and they were promptly addressed.

MAIL RECEIVED

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

29. In addition, GCG established a toll free fax number (1-888-476-7153) for Class Members to submit their claims.

EXCLUSION REQUESTS RECEIVED

30. As of May 15, 2011, GCG has received 33 unique requests for exclusion that were timely submitted online or timely postmarked.

CONCLUSION

31. Based on our extensive experience in planning and implementing class action Notice Programs, it is our judgment that this broad reaching Notice Program is consistent with other similar, effective, court-approved programs. Importantly, this best practicable Notice Program is reasonably calculated, using appropriate tools and methodologies accepted in the advertising industry. Upon final calculation, the combined direct mail, and paid media effort reached an estimated 77 percent of the targeted class members in the United States.

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

Executed this 23rd day of May 2011 at Lake Oswego, Oregon.



Jeanne C. Finegan, APR

Exhibits

Exhibit A	Curriculum Vitae of Jeanne Finegan
Exhibit B	Publication Tearsheets (as Summary Notice Appeared)
Exhibit C	Internet Screen Shots
Exhibit D	Mobile Landing Page
Exhibit E	Press Release and Report
Exhibit F	Additional Online Articles

Exhibit A

JEANNE C. FINEGAN, APR

BIOGRAPHY

Jeanne Finegan is Senior Vice President of The Garden City Group, Inc. (“GCG”), and GCG Communications, a division of GCG. She has more than 20 years of communications and advertising experience and is an internationally recognized expert in class action notification campaigns. Ms. Finegan is accredited in Public Relations (APR) by the Universal Accreditation Board, a program administered by the Public Relations Society of America. She is also recognized by the Canadian Public Relations Society.

Ms. Finegan has provided testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has also conducted media audits of proposed notice programs to assess their adequacy under Fed R. Civ. P. 23(c)(2) and similar state class action statutes. Most recently, Ms. Finegan has been recognized by Canadian courts as a legal notice expert.

Ms. Finegan has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications and has served the Consumer Product Safety Commission as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns.

Ms. Finegan has also developed and implemented many of the nation’s largest and most high profile legal notice communication and advertising programs. In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include product liability, construction defect, anti-trust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, securities, banking, insurance, mass tort, restructuring and product recall.

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Ms. Finegan’s notice campaigns, courts have repeatedly recognized Ms. Finegan’s excellent work. The following excerpts provide some examples of such judicial approval.

Stern v. AT&T Mobility Wireless, No. 09-cv-1112 CAS-AGR (C.D.Cal.). In the Final Approval Order, the Honorable Christina A. Snyder stated:

[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

DeHoyos, et al. v. Allstate Ins. Co., No. SA-01-CA-1010 (W.D.Tx.). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African-American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts. Specifically, in order to reach the identified targets directly and efficiently, the

notice program utilized a multi-layered approach which included national magazines; magazines specifically appropriate to the targeted audiences; and newspapers in both English and Spanish.

Stefanyshyn v. Consolidated Industries, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:

The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the "best practicable" notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.

McGee v. Continental Tire North America, Inc. et al, No. 06-6234-(GEB) (D.N.J.).

The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Agreement, and the notice methodology implemented pursuant to the Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notification; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 20 U.S.C. Sec. 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

Gemelas v. The Dannon Company, No. 1:08-cv-00236 (N.D. Ohio, E. Div.). In the Judgment, Final Order, and Decree, Judge Dan Aaron Polster approved the notice program, stating:

In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, the Class Action Settlement Administrator caused the Class Notice to be distributed on a nationwide basis in magazines and newspapers (with circulation numbers exceeding 81 million) specifically chosen to reach Class Members. In addition, the settlement was widely publicized using Internet banner ads, press releases, audio news releases, via a Settlement Website, and through a toll-free number. ... The Declaration of Jeanne C. Finegan [sic], attesting to the dissemination of the Class Notice, demonstrates compliance with this Court's Preliminary Approval Order. ... The distribution of the Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. 1715, and any other applicable law.

Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al., No. 04-2702 (JLL) (D.N.J.). The Court stated that:

[A]ll of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan's firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). . . . The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).

In re: Nortel Network Corp., Sec. Litig., No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (S.D.N.Y.). Ms. Finegan designed and implemented the extensive United States and Canadian notice programs in this case. The Canadian program was published in both French and English, and targeted virtually all investors of stock in Canada. See www.nortelsecuritieslitigation.com. Of the U.S. notice program, the Honorable Loretta A. Preska stated:

The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement ... constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Regarding the B.C. Canadian Notice effort: *Jeffrey v. Nortel Networks*, [2007] BCSC 69 at para. 50, the Honourable Mr. Justice Groberman said:

The efforts to give notice to potential class members in this case have been thorough. There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages have been available through the worldwide web site nortelsecuritieslitigation.com on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.

Mayo v. Walmart Stores and Sam's Club, No. 5:06 CV-93-R (W.D.Ky.). In the Order Granting Final Approval of Settlement, Judge Thomas B. Russell stated:

According to defendants' database, the Notice was estimated to have reached over 90% of the Settlement Class Members through direct mail. The Settlement Administrator ... has classified the parties' database as 'one of the most reliable and comprehensive databases [she] has worked with for the purposes of legal notice.'... The Court thus reaffirms its findings and conclusions in the Preliminary Approval Order that the form of the Notice and manner of giving notice satisfy the requirements of Fed. R. Civ. P. 23 and affords due process to the Settlement Class Members.

Lucas, et al. v. Kmart Corp., No. 99-cv-01923 (D.Colo.), wherein the Court recognized Jeanne Finegan as an expert in the design of notice programs, and stated:

The Court finds that the efforts of the parties and the proposed Claims Administrator in this respect go above and beyond the "reasonable efforts" required for identifying individual class members under F.R.C.P. 23(c)(2)(B).

In re: Johns-Manville Corp. (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement), No 82-11656, 57, 660, 661, 665-73, 75 and 76 (BRL) (Bankr. S.D.N.Y.). The nearly half-billion dollar settlement incorporated three separate notification programs, which targeted all persons who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company. In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, slip op. at 47-48 (Aug. 17, 2004), the Honorable Burton R. Lifland, Chief Justice, stated:

As demonstrated by Findings of Fact (citation omitted), the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent.

Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. . . . The results simply speak for themselves.

Pigford v. Glickman and U.S. Department of Agriculture, No. 97-1978. 98-1693 (PLF) (D.D.C.). This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating;

The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations. . . . The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.

In re: Louisiana-Pacific Inner-Seal Siding Litig., Nos. 879-JE, and 1453-JE (D.Or.). Under the terms of the Settlement, three separate notice programs were to be implemented at three-year intervals over a period of six years. In the first notice campaign, Ms. Finegan implemented the print advertising and Internet components of the Notice program. In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign.

Additionally, with regard to the third-year notice program for Louisiana-Pacific, the Honorable Richard Unis, Special Master, commented that the notice was:

...well formulated to conform to the definition set by the court as adequate and reasonable notice. Indeed, I believe the record should also reflect the Court's appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs. Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to insure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).

In re: Expedia Hotel Taxes and Fees Litigation, No. 05-2-02060-1 (SEA) (Sup. Ct. of Wash. in and for King County). In the Order Granting Final Approval of Class Action Settlement, Judge Monica Benton stated:

The Notice of the Settlement given to the Class ... was the best notice practicable under the circumstances. All of these forms of Notice directed Class Members to a Settlement Website providing key Settlement documents including instructions on how Class Members could exclude themselves from the Class, and how they could object to or comment upon the Settlement. The Notice provided due and adequate notice of these proceeding and of the matters set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of CR 23 and due process.

Rene Rosales v. Fortune Ins. Co., No. 99-04588 CA (41) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.). Ms. Finegan provided expert testimony in this matter. She conducted an audit on behalf of intervening attorneys for the proposed notification to individuals insured with personal injury insurance. Based upon the audit, Ms. Finegan testified that the proposed notice program was inadequate. The Court agreed and signed an Order Granting Intervenors' Objections to Class Action Settlement, stating,

The Court finds that Ms. Finegan is qualified as an expert on class notice and effective media campaigns. The Court finds that her testimony is credible and reliable.

Thomas A. Foster and Linda E. Foster v. ABTco Siding Litigation, No. 95-151-M (Cir. Ct., Choctaw County, Ala.). This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Ms. Finegan designed and implemented was national in scope and received the following praise from the Honorable J. Lee McPhearson:

The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.

Wilson v. Massachusetts Mut. Life Ins. Co., No. D-101-CV 98-02814 (First Judicial Dist. Ct., County of Santa Fe, N.M.). This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class was estimated to exceed 1.6 million individuals. www.insuranceclassclaims.com. In granting preliminary approval to the settlement, the Honorable Art Encinias found:

[T]he Notice Plan [is] the best practicable notice that is reasonably calculated, under the circumstances of the action. ...[and] meets or exceeds all applicable requirements of the law, including Rule 1-023(C)(2) and (3) and 1-023(E), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.

Sparks v. AT&T Corp., No. 96-LM-983 (Third Judicial Cir., Madison County, Ill.). The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Ms. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court found:

The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements.

In re: Georgia-Pacific Toxic Explosion Litig., No. 98 CVC05-3535 (Ct. of Common Pleas, Franklin County, Ohio). Ms. Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:

[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).

In re: American Cyanamid, No. CV-97-0581-BH-M (S.D.AI.). The media program targeted Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:

The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement.

In re: First Alert Smoke Alarm Litig., No. CV-98-C-1546-W (UWC) (N.D.AI.). Ms. Finegan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class for Settlement Purposes, Preliminarily Approving Class Settlement, Appointing Class Counsel, Directing Issuance of Notice to the Class, and Scheduling a Fairness Hearing, the Honorable C.W. Clemon wrote that the notice plan:

...constitutes due, adequate and sufficient notice to all Class Members; and (v) meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law.

In re: James Hardie Roofing Litig., No. 00-2-17945-65SEA (Sup. Ct. of Wash., King County). The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment, the Honorable Steven Scott stated:

The notice program required by the Preliminary Order has been fully carried out... [and was] extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law.

In re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation, No. 1:08-md-01982 RDB (D. Md. N. Div.) (“*The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement.*”)

Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara) (“*Notice provided was the best practicable under the circumstances.*”).

Deke, et al. v. Cardservice Internat’l, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles) (“*The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances.*”).

Levine, et al. v. Dr. Philip C. McGraw, et al., Case No. BC 312830 (Los Angeles County Super. Ct., Cal.) (“*[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law.*”).

In re: Canadian Air Cargo Shipping Class Actions, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court (“***I am satisfied the proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate.***”).

Fischer et al v. IG Investment Management, Ltd. et al, Court File No. 06-CV-307599CP, Ontario Superior Court of Justice.

In re: Vivendi Universal, S.A. Securities Litigation, No. 02-cv-5571 (RJH)(HBP) (S.D.N.Y.).

SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP) (S.D.N.Y.). In this case, GCG was engaged by a distribution agent appointed by the SEC to perform the Notice and administration work related to the settlement. The Notice program included publication in 11 different countries and eight different languages. The engagement involved a full range of services, from design and printing of the notice and claim packets through claims processing, and ultimately distribution. The multi-lingual internet site can be found at www.vivendisecsettlement.com. A key feature of that website is the ability for class members to file claims online in any of the relevant languages. This approach is particularly unique in the securities context.

In re: Air Cargo Shipping Services Antitrust Litigation, No. 06-MD-1775 (JG) (VV) (E.D.N.Y.).

Berger, et al., v. Property ID Corporation, et al., No. CV 05-5373-GHK (CWx) (C.D.Cal.).

Hartless v. Clorox Company, No. 06-CV-2705 (CAB) (S.D.Cal.).

Lozano v. AT&T Mobility Wireless, No. 02-cv-0090 CAS (AJWx) (C.D.Cal.).

In re: Processed Egg Products Antitrust Litigation, MDL 08-md-02002 (E.D.Pa.).

Howard A. Engle, M.D., et al., v. R.J. Reynolds Tobacco Co., Philip Morris, Inc., Brown & Williamson Tobacco Corp., No. 94-08273 CA (22) (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Royal Dutch/Shell Transport Securities Litigation, No. 04 Civ. 374 (JAP) (Consolidated Cases) (D. N.J.).

In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding, No. 4347 (Sup. Ct. of Cal., County of Los Angeles).

UAW v. General Motors Corporation, No: 05-73991 (E.D.MI).

Wicon, Inc. v. Cardservice Intern’l, Inc., BC 320215 (Sup. Ct. of Cal., County of Los Angeles).

In re: SmithKline Beecham Clinical Billing Litig., No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

MacGregor v. Schering-Plough Corp., No. EC248041 (Sup. Ct. Cal., County of Los Angeles). This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

In re: Swiss Banks Holocaust Victim Asset Litig., No. CV-96-4849 (E.D.N.Y.). Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21

native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors. www.swissbankclaims.com.

In re: Exxon Valdez Oil Spill Litig., No. A89-095-CV (HRH) (Consolidated) (D. Alaska). Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

In re: Johns-Manville Phenolic Foam Litig., No. CV 96-10069 (D. Mass). The nationwide multi-media legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.

Bristow v Fleetwood Enters Litig., No Civ 00-0082-S-EJL (D. Id). Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

In re: New Orleans Tank Car Leakage Fire Litig., No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000). This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

Garria Spencer v. Shell Oil Co., No. CV 94-074(Dist. Ct., Harris County, Tex.). The nationwide notification program was designed to reach individuals who owned real property or structures in the United States which contained polybutylene plumbing with acetyl insert or metal insert fittings.

In re: Hurd Millwork Heat Mirror™ Litig., No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara). This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc, No. CV-97-C-629-W (N.D. Ala.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

In re: StarLink Corn Prods. Liab. Litig., No. 01-C-1181 (N.D. Ill).. Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

In re: MCI Non-Subscriber RatePayers Litig., MDL Docket No. 1275, 3:99-cv-01275 (S.D.Ill.). The advertising and media notice program, found to be "more than adequate" by the Court, was designed with the understanding that the litigation affected all persons or entities who were customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. www.rateclaims.com.

In re: Albertson's Back Pay Litig., No. 97-0159-S-BLW (D.Id.). Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

In re: Georgia Pacific Hardboard Siding Recovering Program, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.). Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of the pending matter. Notice was

provided through advertisements which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., Nos. 1203, 99-20593. Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court's Memorandum and Pretrial Order 1415, approving the settlement,

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., 2000 WL 1222042, Nos. 1203, 99-20593 (E.D.Pa. Aug. 28, 2002).

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

In re: Florida Microsoft Antitrust Litig. Settlement, No. 99-27340 CA 11 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Montana Microsoft Antitrust Litig. Settlement, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

In re: South Dakota Microsoft Antitrust Litig. Settlement, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).

In re: Kansas Microsoft Antitrust Litig. Settlement, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.) ("The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3.").

In re: North Carolina Microsoft Antitrust Litig. Settlement, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).

In re: ABS II Pipes Litig., No. 3126 (Sup. Ct. of Cal., Contra Costa County). The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

In re: Avenue A Inc. Internet Privacy Litig., No: C00-1964C (W.D. Wash.).

In re: Lorazepam and Clorazepate Antitrust Litig., No. 1290 (TFH) (D.C.C.).

In re: Providian Fin. Corp. ERISA Litig., No C-01-5027 (N.D. Cal.).

In re: H & R Block., et al Tax Refund Litig., No. 97195023/CC4111 (Maryland Cir. Ct., Baltimore City).

In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp., No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

In re: Sprint Corp. Optical Fiber Litig., No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

In re: Shelter Mutual Ins. Co. Litig., No. CJ-2002-263 (Dist.Ct., Canadian County, Ok).

In re: Conseco, Inc. Sec. Litig., No: IP-00-0585-C Y/S CA (S.D. Ind.).

In re: Nat'l Treasury Employees Union, et al., 54 Fed. Cl. 791 (2002).

In re: City of Miami Parking Litig., Nos. 99-21456 CA-10, 99-23765 – CA-10 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm., No. L 1:01CV658 (E.D. Tx.).

Alsea Veneer v. State of Oregon A.A., No. 88C-11289-88C-11300.

BANKRUPTCY EXPERIENCE

Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

In re: General Motors Corp. et al, No. 09-50026 (Bankr. S.D.N.Y.). This case is the 4th largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

In re: ACandS, Inc., No. 0212687 (Bankr. D.Del.) (2007) (“*Adequate notice of the Motion and of the hearing on the Motion was given.*”).

In re: United Airlines, No. 02-B-48191 (Bankr. N.D Ill.). Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with legal counsel and UAL’s advertising team to select the appropriate media and to negotiate the most favorable advertising rates. www.pd-ual.com.

In re: Enron, No. 01-16034 (Bankr. S.D.N.Y.). Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

In re: Dow Corning, No. 95-20512 (Bankr. E.D. Mich.). Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

In re: Harnischfeger Inds., No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.). Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

In re: Keene Corp., No. 93B 46090 (SMB), (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

In re: Lamonts, No. 00-00045 (Bankr. W.D. Wash.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Monet Group Holdings, Nos. 00-1936 (MFW) (Bankr. D. Del.). Ms. Finegan designed and implemented a bar date notice.

In re: Laclede Steel Co., No. 98-53121-399 (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Columbia Gas Transmission Corp., No. 91-804 (Bankr. S.D.N.Y.). Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

In re: U.S.H. Corp. of New York, et al. (Bankr. S.D.N.Y.). Ms. Finegan designed and implemented a bar date advertising notification campaign.

In re: Best Prods. Co., Inc., No. 96-35267-T, (Bankr. E.D. Va.). Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

In re: Lodgian, Inc., et al., No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y.).

In re: Internat'l Total Servs, Inc., et al., Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.).

In re: Decora Inds., Inc. and Decora, Incorp., Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.).

In re: Genesis Health Ventures, Inc., et al., No. 002692 (PJW) (Bankr. D. Del.).

In re: Tel. Warehouse, Inc., et al., No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.).

In re: United Cos. Fin. Corp., et al., No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.).

In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al., No. 95-B44080 (JLG) (Bankr. S.D.N.Y.).

In re: Physicians Health Corp., et al., No. 00-4482 (MFW) (Bankr. D. Del.).

In re: GC Cos., et al., Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.).

In re: Heilig-Meyers Co., et al., Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

PRODUCT RECALL AND CRISIS COMMUNICATIONS PROGRAMS

Reser's Fine Foods. Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

Gulf Coast Claims Facility Notice Campaign. Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign includes extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) is an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

City of New Orleans Tax Revisions, Post-Hurricane Katrina. In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the

assessments. GCG served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.

ARTICLES

Quoted Expert, "Communication Technology Trends Pose Novel Notification Issues for Class Litigators," BNA Electronic Commerce and Law, 15 ECLR 109 1/27/2010.

Author, "Legal Notice: R U ready 2 adapt?" BNA Class Action Report, Vol. 10 Class 702, 7/24/2009.

Author, "On Demand Media Could Change the Future of Best Practicable Notice," BNA Class Action Litigation Repot, Vol. 9, No. 7, 4/11/2008, pp. 307-310.

Quoted Expert, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," Warranty Week, warrantyweek.com/archive/ww20070228.html/ February 28, 2007.

Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003.

Citation, "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior," U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates, July 2003.

Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute, ABI Journal, Vol. XXII, No. 5., 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9, September, 2002.

Author, "Legal Notice, What You Need To Know and Why," Monograph, July 2002.

Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers in 2002," International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.

Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.

Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, Winter edition 1999.

SPEAKER/EXPERT PANELIST/PRESENTER

CLE International	Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
Consumer Attorneys of San Diego (CASD)	Faculty Panelist, "21 st Century Class Notice and Outreach." 3 rd Annual Class Action Symposium CASD Symposium, San Diego California, October 2010.
Consumer Attorneys of San Diego (CASD)	Faculty Panelist, "The Future of Notice." 2 nd Annual Class Action Symposium CASD Symposium, San Diego California, October 2009.
American Bar Association	Speaker, 2008 Annual Meeting, "Practical Advice for Class Action Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard." Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
Women Lawyers Association of Los Angeles	Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, "The Anatomy of a Class Action." Los Angeles, CA, February, 2008.
Warranty Chain Management	Faculty Panelist, Presentation Product Recall Simulation. Tampa, Florida, March 2007.
Practicing Law Institute	Faculty Panelist, CLE Presentation, 11 th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA, May 2006.
U.S. Consumer Product Safety Commission	Ms. Finegan participated as an expert panelist to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda MD, September 2003.
Weil, Gotshal & Manges	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." New York, June 2003.
Sidley & Austin	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." Los Angeles, May 2003.

Kirkland & Ellis	Speaker to restructuring group addressing “The Best Practicable Methods to Give Notice in a Tort Bankruptcy.” Chicago, April 2002.
Georgetown University Law Center Mass Tort Litigation Institute	Faculty, CLE White Paper: “What are the best practicable methods to give notice? Dispelling the communications myth – A notice disseminated is a notice communicated,” Mass Tort Litigation Institute. Washington D.C., November, 2001.
American Bar Association	Presenter, “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits. Chicago, IL, August 6, 2001.
McCutchin, Doyle, Brown & Enerson	Speaker to litigation group in San Francisco and simulcast to four other McCutchin locations, addressing the definition of effective notice and barriers to communication that affect due process in legal notice. San Francisco, CA, June 2001.
Marylhurst University	Guest lecturer on public relations research methods. Portland, OR, February 2001.
University of Oregon	Guest speaker to MBA candidates on quantitative and qualitative research for marketing and communications programs. Portland, OR, May 2001.
Judicial Arbitration & Mediation Services (JAMS)	Speaker on the definition of effective notice. San Francisco and Los Angeles, CA, June 2000.
International Risk Management Institute	Past Expert Commentator on Crisis and Litigation Communications. www.irmi.com .
The American Bankruptcy Institute Journal (ABI)	Past Contributing Editor – Beyond the Quill. www.abi.org .

BACKGROUND

Prior to joining The Garden City Group, Inc., Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation’s leading legal notice communication agencies.

Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.

Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at and KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

MEMBERSHIPS AND PROFESSIONAL CREDENTIALS

APR - The Universal Board of Accreditation Public Relations Society of America – Accredited.

Member of the Public Relations Society of America

Member Canadian Public Relations Society

Also see [LinkedIn](#) page.

Exhibit B

Legal Notice

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

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

WHAT IS THIS LAWSUIT ABOUT?

Two class action lawsuits are currently pending in the U.S. District Court for the Eastern District of Pennsylvania. The lawsuits allege that Babies "R" Us conspired with each of the defendant manufacturers in violation of federal antitrust laws. As a result, customers allegedly paid higher prices for those products. The Defendants deny they did anything wrong. The Court has not decided who is right and who is wrong.

WHAT ARE THE TERMS OF THE SETTLEMENT?

Under the terms of the proposed settlement, each class member who submits a valid claim may be entitled to money. The Defendants have agreed to make payments totaling \$35,240,000.00 to settle the claims made in these lawsuits. For more details, write to the address or visit the website below.

ARE YOU AFFECTED?

If you purchased one or more of the listed Baby Products directly from Babies "R" Us or Toys "R" Us in the U.S. within the specific time stated, then you are a member of a Settlement Subclass. Be sure to visit the website for complete class member definitions.

WHAT ARE MY LEGAL RIGHTS?

You have a choice of whether to stay in any Settlement Subclass or not, and you must decide now. **Stay In:** you will be legally bound by the terms of the settlement, and you won't be able to sue Defendants—as part of any other lawsuit—for any overcharges relating to any of the listed products during the specified time frames. **To receive benefits from the settlement, you must submit a valid, sworn Claim Form.** The Claim Form must be postmarked, faxed, or submitted online by August 1, 2011. Any member of any Settlement Subclass that does not timely submit a valid, sworn Claim Form will not be entitled

to settlement benefits. To file a Claim Form, visit www.babyproductsantitrustsettlement.com. **Get Out:** If you get out, you will not receive benefits from the proposed settlement, but you will keep rights to sue Defendants for these claims, and will not be bound by the terms of the settlement. To be excluded from the Settlement Subclasses, you must act by June 6, 2011. **Object:** If you stay in the Settlement Subclasses, you can object to the settlement by June 6, 2011. For more information, visit www.babyproductsantitrustsettlement.com.

WHO REPRESENTS ME?

The Court has appointed Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis PC, and Wolf Haldenstein Adler Freeman & Herz LLC to represent the Settlement Subclasses. You may hire your own attorney, if you wish, at your own expense.

THE PROPOSED SETTLEMENT:

The Court, will hold a Fairness Hearing on July 6, 2011 at 10:00 a.m., to determine whether the proposed settlement is fair, reasonable, and adequate

and to approve attorney fees and costs. The Hearing is at the U.S. District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. If you are a member of a Settlement Subclass who did not seek to be excluded, you may write to the Court to object to the proposed settlement, and you may ask to speak at the hearing about the fairness of the proposed settlement.

HOW CAN I GET MORE INFORMATION?

Visit www.babyproductsantitrustsettlement.com, call 1-888-292-8492, or write to Baby Products Antitrust Litigation Settlement, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

Text BBY to 247365 for more information; standard carrier message and data rates may apply.

Text STOP to end/HELP for help

www.babyproductsantitrustsettlement.com

1-888-292-8492

PARADE

P U B L I C A T I O N S

GEORGE PAPADOPOULOS
Distribution Manager

PUBLICATION AFFIDAVIT

Jennifer Trask
Media Buyer / Senior Project Manager
GCG Communications'
5335 SW Meadows Road, Suite 365
Lake Oswego, OR 97035
Tel: 866-570-5124

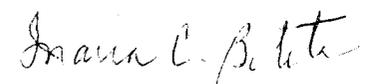
I, George Papadopoulos, being Distribution Manager of PARADE Publications, hereby certify as follows:

The legal notice ad regarding Babies "R" Us for The Garden City Group ran nationally and in all editions of PARADE's April 3rd issue.

Sincerely,



Subscribed and sworn before me this 4th day of April, 2011.


MARIA C. BETITA
Notary Public, State of New York
No. 4983578
Qualified in Queens County
Commission Expires July 1, 2011

PARADISE



Autism's Lost Generation

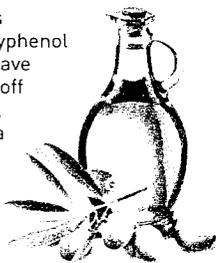
Dana Eisman can't hold a conversation, cross the street by herself, or be left alone. Diagnosed with autism at age 4, she turns 21 this week, graduating from a special-needs school and into the unknown. Who will care for Dana and the hundreds of thousands of other young adults like her?

Stay Healthy

Spring-Clean Your Pantry

Healthy eats can spoil quickly or lose their nutritional benefits over time. Check out our guide to see how long they last.

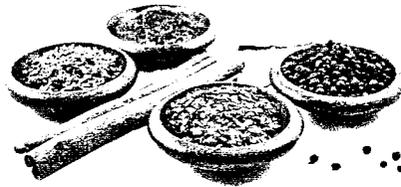
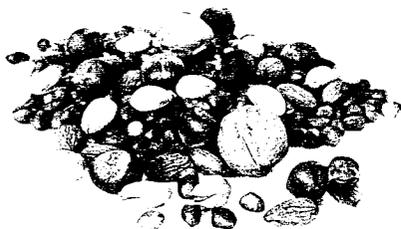
1 Olive oil: 6 months
Olive oil is rich in polyphenol antioxidants, which have been shown to help ward off cancer and heart disease, among other things. But a 2009 study in the *Journal of Food Science* found that these compounds can deteriorate after six months.



2 Whole-wheat flour: 3 months to 1 year
Whole-wheat flour is loaded with heart-smart unsaturated fats. But these fats go bad rapidly when exposed to heat and oxygen—in fact, whole-wheat flour spoils four times faster than white. Replace yours after three months, or store it in a sealed container in the fridge for six months or in the freezer for up to a year.

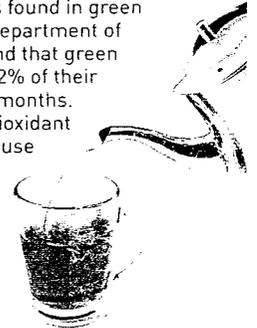


3 Nuts and nut oils: 3 to 6 months
Like whole-wheat flour, walnuts and pecans are top sources of healthful fats that turn rancid quickly. In a 2009 study published in the *International Journal of Food Sciences & Nutrition*, British researchers discovered that one brand of walnut oil had an actual shelf life 20 times shorter than the "best before" date printed on the label.



4 Ground spices: 6 months
Grinding increases spices' exposure to oxygen, which breaks down healthful antioxidants and causes the flavor to fade. If tossing the expensive jars makes you cringe, consider buying whole spices and preparing them as needed in a coffee grinder—doing so can extend their shelf life up to two years.

5 Green tea: 6 months
Cancer-fighting antioxidants called catechins are one of the most beneficial compounds found in green tea. But a 2009 U.S. Department of Agriculture study found that green tea's catechins lose 32% of their potency after just six months. To get the biggest antioxidant punch from your cup, use fresh, loose leaves, and store them in an airtight tin to block out light and moisture.



—Karen Ansel

Legal Notice

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WHAT IS THIS LAWSUIT ABOUT?

Two class action lawsuits are currently pending in the U.S. District Court for the Eastern District of Pennsylvania. The lawsuits allege that Babies "R" Us conspired with each of the defendant manufacturers in violation of federal antitrust laws. As a result, customers allegedly paid higher prices for those products. The Defendants deny they did anything wrong. The Court has not decided who is right and who is wrong.

WHAT ARE THE TERMS OF THE SETTLEMENT?

Under the terms of the proposed settlement, each class member who submits a valid claim may be entitled to money. The Defendants have agreed to make payments totaling \$35,500,000.00 to settle the claims made in these lawsuits. For more details, write to the address or visit the website below.

ARE YOU AFFECTED?

If you purchased one or more of the listed Baby Products directly from Babies "R" Us or Toys "R" Us in the U.S. within the specific time stated, then you are a member of a Settlement Subclass. Be sure to visit the website for complete class member definitions.

WHAT ARE MY LEGAL RIGHTS?

You have a choice of whether to stay in any Settlement Subclass or not, and you must decide now. **Stay In:** you will be legally bound by the terms of the settlement, and you won't be able to sue Defendants—as part of any other lawsuit—for any overcharges relating to any of the listed products during the specified time frames. **To receive benefits from the settlement, you must submit a valid, sworn Claim Form.** The Claim Form must be postmarked, faxed, or submitted online by August 1, 2011. Any member of any Settlement Subclass that does not timely submit a valid, sworn Claim Form will not be entitled to

settlement benefits. To file a Claim Form, visit www.babyproductsantitrustsettlement.com. **Get Out:** If you get out, you will not receive benefits from the proposed settlement, but you will keep rights to sue Defendants for these claims, and will not be bound by the terms of the settlement. To be excluded from the Settlement Subclasses, you must act by June 6, 2011. **Object:** If you stay in the Settlement Subclasses, you can object to the settlement by June 6, 2011. For more information, visit www.babyproductsantitrustsettlement.com.

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HOW CAN I GET MORE INFORMATION?

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

Text BBY to 247365 for more information; standard carrier message and data rates may apply.
Text STOP to end/HELP for help

www.babyproductsantitrustsettlement.com

1-888-292-8492



7950 Jones Branch Drive • Floor 2 • McLean, Virginia 22107

PROOF OF PUBLICATION

I hereby certify that the Legal Notice for

Garden City Group (GCG) / Babies "R" Us

Ran in
USA WEEKEND MAGAZINE

We hereby declare that Garden City Group (GCG) / Babies "R" Us booked an advertisement for Class Action Suit that was in size a Digest page unit. This Legal Advertisement published nationally, in USA WEEKEND Magazine.

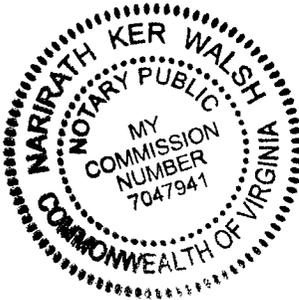
On
April 3, 2011

USA WEEKEND REPRESENTATIVE

Signed: Brian C. Jones
Brian C. Jones, Sr. Manager/Advertising Operations

Date: April 19, 2011

Please imprint seal



Narirath Ker Walsh
Notary Public Signature

October 31, 2014
Date My Commission Expires

*** MUST BE NOTARIZED FOR LEGAL PURPOSES ***

*** Please mail along with a tearsheet to:

GCG Communications
5335 SW Meadows Rd. Suite 365
Lake Oswego, OR 97035
Att: Jennifer Trask

US WEEK

APRIL 1-3, 2011
usaweekend.com

Recipe:
A perfect
English
Sunday
lunch

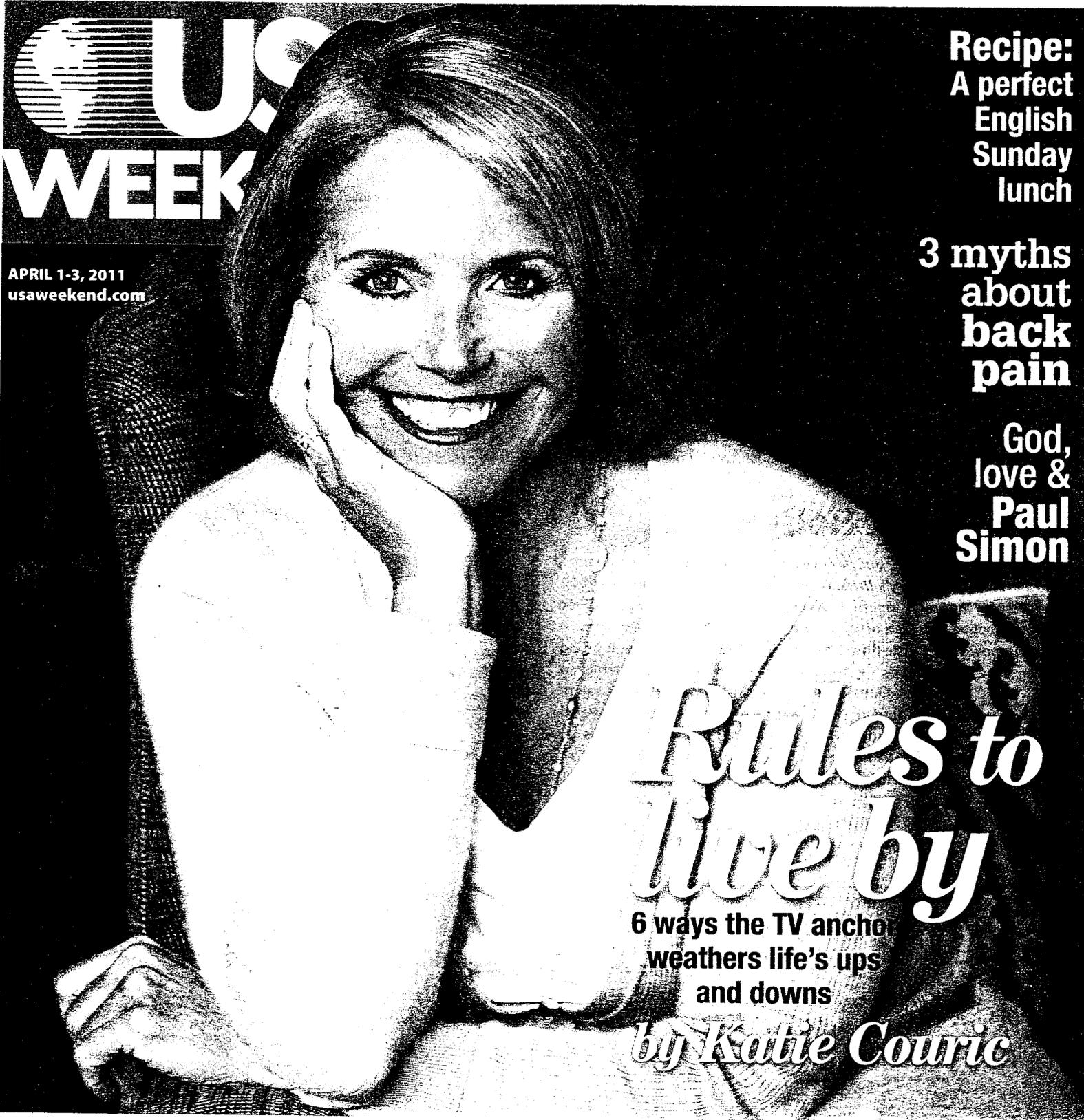
**3 myths
about
back
pain**

**God,
love &
Paul
Simon**

Rules to live by

**6 ways the TV anchor
weathers life's ups
and downs**

by Katie Couric



Continued from page 7

confidence booster. When Reese Schonfeld, then-president of CNN, called the assignment desk and said he never wanted to see me on the air again, I was devastated. But I remembered one of those Sandra Boynton coffee cups that said, "Don't Let the Turkeys Get You Down." And I didn't. I decided I would work harder and hopefully get better. And I did.

Today you may be drinking the wine, tomorrow you could be picking the grapes.

I first heard this from a veteran producer at NBC when I was tapped to become co-anchor of *Today*. I never forgot it. He was saying, "Fame can be fleeting and success short-lived." It was another way of telling me, "Don't get too big for your britches." It was a reminder that the people you may pass on your way up are the same ones who will catch you when you fall. It's essential to value all your colleagues, no matter



Couric's daughters, Ellie, left, and Carrie; 3-year-old Couric with siblings, from right, Emily, Clara and John; Couric's late husband, Jay Monahan (around 1996), with daughter Ellie.

what position they are in, and treat them with dignity and respect. Nothing bothers me more than people who suck up and scream down.



The Earth belongs to the living, not the dead.

I read so many books on grief after my husband, Jay, died, but it was this quote from Thomas Jefferson that resonated most. When Jay was very, very sick, he turned to me and said, "You know, nothing really matters except your family and your friends." Sometimes when I'm on a professional treadmill, I think about what Jay said.

Trust your gut.

Everyone has that inner voice that tells you when something is wrong, and a second inner voice that makes you speak out when people are wronged. You have to trust both, even though it often takes courage to muster the second. Whether it was refusing to shoplift with some friends in seventh grade or listen to an executive who told me to wear pastel sweaters to soften my look when I first started on the *Today* show, I've tried to stay true to myself.

Sometimes you're the pigeon, sometimes you're the statue.

Linda Ellerbee, formerly of NBC News and now doing terrific specials for kids with Nick News, wrote that in her book. It might seem more appealing to be the pigeon, but I've come to realize that being critical and judgmental isn't much fun.

My daughters have kept me honest through the years. When I once described a woman we knew as "materialistic," Ellie, who was 16 at the time, called me out, explaining the woman had a wonderfully kind daughter but was buying things because she was "compensating for being in a loveless marriage." I was stunned by her insight and compassion. I now try to think twice about being the pigeon and judging other people too harshly. Oftentimes they're doing the best they can. ☑

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Under the terms of the proposed settlement, each class member who submits a valid claim may be entitled to money. The Defendants have agreed to make payments totaling \$35,500,000.00 to settle the claims made in these lawsuits. For more details, write to the address or visit the website below.

ARE YOU AFFECTED?

If you purchased one or more of the listed Baby Products directly from Babies "R" Us or Toys "R" Us in the U.S. within the specific time stated, then you are a member of a Settlement Subclass. Be sure to visit the website for complete class member definitions.

WHAT ARE MY LEGAL RIGHTS?

You have a choice of whether to stay in any Settlement Subclass or not, and you must decide now. **Stay In:** you will be legally bound by the terms of the settlement, and you won't be able to sue Defendants—as part of any other lawsuit—for any overcharges relating to any of the listed products during the specified time frames. **To receive benefits from the settlement, you must submit a valid, sworn Claim Form.** The Claim Form must be postmarked, faxed, or submitted online by August 1, 2011. Any member of any Settlement Subclass that does not timely submit a valid, sworn Claim Form will not be entitled

to settlement benefits. To file a Claim Form, visit www.babyproductsantitrustsettlement.com. **Get Out:** If you get out, you will not receive benefits from the proposed settlement, but you will keep rights to sue Defendants for these claims, and will not be bound by the terms of the settlement. To be excluded from the Settlement Subclasses, you must act by June 6, 2011. **Object:** If you stay in the Settlement Subclasses, you can object to the settlement by June 6, 2011. For more information, visit www.babyproductsantitrustsettlement.com.

WHO REPRESENTS ME?

The Court has appointed Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis PC, and Wolf Haldenstein Adler Freeman & Herz LLC to represent the Settlement Subclasses. You may hire your own attorney, if you wish, at your own expense.

THE PROPOSED SETTLEMENT:

The Court, will hold a Fairness Hearing on July 6, 2011 at 10:00 a.m., to determine whether the proposed settlement is fair, reasonable, and adequate

and to approve attorney fees and costs. The Hearing is at the U.S. District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. If you are a member of a Settlement Subclass who did not seek to be excluded, you may write to the Court to object to the proposed settlement, and you may ask to speak at the hearing about the fairness of the proposed settlement.

HOW CAN I GET MORE INFORMATION?

Visit www.babyproductsantitrustsettlement.com, call 1-888-292-8492, or write to Baby Products Antitrust Litigation Settlement, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

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

Text BBY to 247365 for more information; standard carrier message and data rates may apply. Text STOP to end/HELP for help

Aviso legal

Si usted compró los productos enumerados a continuación directamente de Babies "R" Us en los EE.UU., es posible que sus derechos se vean afectados por un acuerdo de demanda colectiva.

¿DE QUÉ SE TRATA ESTA DEMANDA?

Existen en la actualidad dos demandas colectivas en trámite en el Tribunal de Distrito de los Estados Unidos para el Distrito del Este de Pennsylvania. Las demandas sostienen que Babies "R" Us conspiró con cada uno de los fabricantes demandados en violación de las leyes federales antimonopólicas. En consecuencia, los clientes presuntamente pagaron precios más elevados por esos productos. Los demandados niegan haber actuado de manera indebida. El Tribunal no ha decidido quién tiene la razón y quién no.

¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO?

Conforme a los términos del acuerdo propuesto, cada demandante colectivo que presente un reclamo válido podrá tener derecho a recibir dinero.

Los Demandados han acordado realizar pagos por un total de US\$35.500.000,00 para llegar a un acuerdo en relación con los reclamos contenidos en estas demandas. Para más detalles, escriba a la dirección o visite el sitio web que figuran a continuación.

Producto:	Comprado entre:
Mochila BabyBjörn baby carrier	2/2/00 - 4/30/05
Silla para auto Britax	1/1/99 - 1/31/11
Productos Kids Line	1/1/99 - 12/31/06
Cochecito Maclaren	10/1/99 - 1/31/11
Extractor de leche Medela Pump In Style	7/1/99 - 1/31/11
Silla para auto Peg Perego	7/1/99 - 1/31/11
Sillita alta Peg Perego	7/1/99 - 1/31/11
Cochecito Peg Perego	7/1/99 - 1/31/11

¿SE ENCUENTRA USTED AFECTADO?

Si compró uno o más de los productos para bebés enumerados directamente de Babies "R" Us o Toys "R" Us en los EE.UU. dentro del periodo especificado, usted es miembro de una Subclase del Acuerdo de demanda colectiva. Asegúrese de visitar el sitio web para conocer la definición de miembro de la demanda colectiva.

¿CUÁLES SON MIS DERECHOS LEGALES?

Usted puede elegir pertenecer o no a una Subclase del Acuerdo de demanda colectiva, y debe decidirse ahora. **Si decide pertenecer:** Quedará legalmente obligado por los términos del acuerdo y no podrá iniciar acciones legales contra los demandados (no podrá ser parte en ninguna otra demanda) por sobrepagos relacionados con cualquiera de los productos enumerados durante los plazos especificados. **Para recibir los beneficios del acuerdo, usted debe presentar un Formulario de reclamo válido debidamente juramentado.** El Formulario de reclamo debe ser presentado por correo postal con

matasellos, por fax o en línea hasta el 1.º de agosto de 2011. Todo miembro de cualquier Subclase del Acuerdo de demanda colectiva que no presente oportunamente un Formulario de reclamo jurado válido no tendrá derecho a los beneficios de dicho acuerdo. Para presentar un formulario de reclamo, visite www.babyproductsantitrustsettlement.com. **Si usted decide no participar:** no recibirá los beneficios del acuerdo propuesto y no quedará obligado por los términos del acuerdo pero tendrá derecho a iniciar acciones legales contra los demandados por dichos reclamos. Para ser excluido de las Subclases del Acuerdo, usted debe manifestar su voluntad hasta el 6 de junio de 2011. **Impugnación:** Si decide pertenecer a las Subclases del Acuerdo, usted podrá impugnar el acuerdo hasta el 6 de junio de 2011. Para mayor información, visite www.babyproductsantitrustsettlement.com.

¿QUIÉN ME REPRESENTA?

El Tribunal ha nombrado a Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis PC y Wolf Haldenstein Adler Freeman & Herz LLC como representantes

de las Subclases del Acuerdo. Usted puede contratar su propio abogado, si lo desea, con costas a su cargo.

EL ACUERDO PROPUESTO:

El Tribunal celebrará una Audiencia de Justicia el día 6 de julio de 2011 a las 10:00 de la mañana con el fin de determinar si el acuerdo propuesto es justo, razonable y adecuado y aprobar honorarios y costas legales. La audiencia será en el Tribunal de Distrito de los Estados Unidos para el Distrito del Este de Pennsylvania, 601 Market Street, Philadelphia, PA 19106. Si usted es miembro de una Subclase del Acuerdo y no solicitó ser excluido, puede escribirle al Tribunal para que impugne el acuerdo propuesto y puede solicitar hablar en la audiencia acerca de la equidad de dicho acuerdo propuesto.

¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Visite www.babyproductsantitrustsettlement.com, llame al 1-888-292-8492 o escriba a Baby Products Antitrust Litigation Settlement, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

Envíe BBY por mensaje de texto al 247365 para más información. Puede estar sujeto a tarifas de mensaje estándar y de datos. Envíe STOP para finalizar/HELP para ayuda.

soy una mamá de
march of dimes

Mis mejores interpretaciones musicales no son en el escenario, sino cuando le canto a mi hija para que se duerma. Me preocupo por mi bebé y me preocupo por el suyo. March of Dimes también. Ayude a cada bebé a tener sus 9 meses en nacersano.org

Travis



Parents



**Raise A Kid
Who Cares**
Fun Games That
Teach Kindness

EASY RECIPES
**Sneak More
Veggies Into
Every Day**

**A SUPER-QUICK
SLIMDOWN FOR
BUSY MOMS**

Birthday
On A Budget
5 Amazing Parties Under \$100

**SPEED-CLEAN
YOUR HOME!**
So You Can Have
More Time For You

pg. 198

why experts recommend monitoring and reducing your child's exposure to TV news programs. Indeed, the networks do seem to devote a large portion of their news coverage to crime, disasters, war, and other upsetting topics. But if you feel that you must watch the news when your child is around, at least try to limit the time you keep the TV on. You should also take a moment to calmly answer any questions that

your kid might have about what she's seeing, and explain what the reporters are saying. It's helpful to remind her how her own situation and environment differ from what she just saw on the news, says Joanne Cantor, Ph.D., author of *Mommy, I'm Scared: How TV and Movies Frighten Children and What We Can Do to Protect Them*. In addition, you can point out the positive things that you saw on television and the fact

that, in general, more good things happen than bad each day—we just don't always get to hear about them.

Read All About It

Print media can provide an ideal way to introduce the news to your child because you can pick and choose which stories and images the two of you are going to focus on. Also, pictures pack less of an emotional wallop for kids than live video does. Seeing a house get swept away in a scary flood and then hearing a grown-up sob over the loss on television is a much more upsetting experience for a child than looking at photos of the same event in a newspaper, explains Melissa Henson, director of public education at Parents Television Council. Additionally, depending on which newspaper you choose to peruse together, your second- or third-grader probably won't have the skills to read every page yet, which allows you to share the stories that you think will

Safe News Sources

See if your daily newspaper offers a special children's section, and check out these other kid-friendly news outlets.

EurekAlert's News for Kids
eurekalert.org/kidsnews

The Washington Post's KidsPost
washingtonpost.com/wp-dyn/
content/print/kidspost

Nickelodeon's Nick News
news.nick.com

Science News for Kids
sciencenewsforkids.org

Time for Kids
timeforkids.com

Encyclopedia Britannica's Student News Net
studentnewsnet.com

Legal Notice

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

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

WHAT IS THIS LAWSUIT ABOUT?

Two class action lawsuits are currently pending in the U.S. District Court for the Eastern District of Pennsylvania. The lawsuits allege that Babies "R" Us conspired with each of the defendant manufacturers in violation of federal antitrust laws. As a result, customers allegedly paid higher prices for those products. The Defendants deny they did anything wrong. The Court has not decided who is right and who is wrong.

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Be sure to visit the website for complete class member definitions.

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any Settlement Subclass that does not timely submit a valid, sworn Claim Form will not be entitled to settlement benefits. To file a Claim Form, visit www.babyproductsantitrustsettlement.com. **Get Out:** If you get out, you will not receive benefits from the proposed settlement, but you will keep rights to sue Defendants for these claims, and will not be bound by the terms of the settlement. To be excluded from the Settlement Subclasses, you must act by June 6, 2011. **Object:** If you stay in the Settlement Subclasses, you can object to the settlement by June 6, 2011. For more information, visit www.babyproductsantitrustsettlement.com.

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Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

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Text BBY to 247365 for more information; standard carrier message and data rates may apply. Text STOP to end/HELP for help

www.babyproductsantitrustsettlement.com

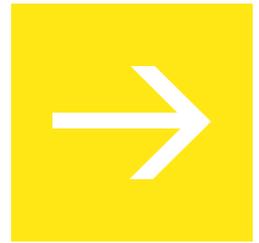
1-888-292-8492

Exhibit C

24/7 Real Media

Babies R Us
Screenshot

April 1st, 2011



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Studio B w/ Shepard Smith (cc) Host: Shepard Smith

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If you purchased certain BabyBjörn, Britax, Kids Line, Maclaren, Medela or Peg Perego products from Babies "R" Us, a class action settlement may affect your rights.

Prepared by GCG

Nutrition & Fitness



FEATURED STORIES

March 28, 2011 by Tanya Zukerbot

Spring Cleaning Your Diet

Achieving and maintaining a healthy weight has a lot to do with your environment. Why not give it a much needed makeover with the rest of your spring cleaning? Use this checklist to clean the slate, and your plate, in time for swimsuit season.



NUTRITION

Court Examines Whether Vegan Diet Killed Baby

Weight-Loss Surgery Urged to Reduce Serious Diabetes Complications

New Bitterness Blocker Makes Medicine Seem Sweeter

Spring Cleaning Your Diet

Secrets Women Keep From Their Doctors





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If you purchased certain **BabyBjörn, Britax, Kids Line, Maclaren, Medela or Peg Perego** products from **Babies "R" Us**, a class action settlement may affect your rights.

Prepared by GCG



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Moms Only

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Crafts for a Cause: Sock Monkeys?! Yes!

posted Friday, April 1, 2011 | filed under: [baby](#)



If you're looking for an original baby gift with special meaning, look no further than these adorable, handmade sock monkeys made by The Las Artesanas Mariposas, a dedicated group of mothers and other women in the Dominican Republic.

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SO YOU CAN SAY HELLO TO SPRING AND STAY IN BUDGET



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 - Junk (1)
 - Drafts
 - Sent
 - Deleted
 - New folder
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 - Flagged
 - Photos
 - Office docs
- Messenger (33)
 - Home
 - Contacts
 - Calendar

Show: All | Unread | From contacts | Social updates | From groups | Everything else Arrange by

Wow, you've got a very clean inbox! (Did you know you can receive messages from other email accounts?)

0 messages

New Delete Junk Sweep Mark as Move to

See Facebook in Messenger. Explore Messenger



If you purchased certain BabyBjörn, Britax, Kids Line, Maclaren, Medela or Peg Perego products from Babies "R" Us, a class action settlement may affect your rights.

Prepared by GCG

Click Here

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Haga clic aquí

Maclaren, Medela o Peg Perego en Babies "R" Us, es posible que sus derechos se vean afectados por el acuerdo de una demanda colectiva.

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Top 10 Foros

Reinas de Belleza



Bárbara Mori es como los buenos vinos



La evolución de Angélica Rivera



Daisy Fuentes, la incondicional de Luis Miguel



La transformación de Jennifer Aniston



Beyoncé, una diva que cambió con los años



Angeliqe Boyer, de mala a buenisima



Angelina Jolie. ¿es o no un bombón?



Pau no siempre fue una chica 'Dorada'



El ayer y hoy de Niurka



Vero Castro: ¿Cuántas cirugías tendrá?



Lourdes, de niña a mujer



Danna Paola, ¿patito feo?

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Motorola Atrix™ 4G

tan poderoso como una laptop tan portátil como un teléfono



Teléfono Android

+ Laptop Dock

El MOTOROLA LAPDOCK™ se vende por separado.

Exhibit D

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

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

Two class action lawsuits are currently pending in the U.S. District Court for the Eastern District of Pennsylvania. The lawsuits allege that Babies "R" Us conspired with each of the defendant manufacturers in violation of federal antitrust laws. As a result, customers allegedly paid higher prices for those products. The Defendants deny they did anything wrong. The Court has not decided who is right and who is wrong.

Under the terms of the proposed settlement, each class member who submits a valid claim may be entitled to money. The Defendants have agreed to make payments totaling \$35,240,000* to settle the claims made in these lawsuits.

This is only a brief summary. For detailed information, please visit www.babyproductsantitrustsettlement.com, or call 1-888-292-8492.

**The Settlement Amount was reduced from \$35,500,000 because Regal Lager, Inc. did not make its contribution to the Settlement Fund. As a result, claims against Regal Lager, Inc. will not be released.*

Exhibit E



ReleaseWatch™

Your ReleaseWatch Report from PR Newswire

This complimentary ReleaseWatch(TM) report includes links to your actual release as it appears on a select group of sites we sample for this report. [Customize your report now](#) by uploading a logo, selecting timing options, or choosing a different format option to personalize your experience. Save time and share your success - [create a PDF report](#) containing screenshots of this release posted on many of the sites shown below.

U.S. members: View the online and media visibility your releases have achieved by visiting the [Online Member Center](#) and clicking the Reports link.

Members in Europe: For further information on your order, and to check your online and media visibility, contact the [UK Client Services Team](#).

Please Note: If this release was distributed as a multimedia release, your comprehensive report will be sent separately.

For more reports and metrics on your report, including information on media views in our journalist-only portal PR Newswire for Journalists, engagement reports and a full reporting dashboard, [sign-up to become a full PR Newswire member](#).

Use the checkboxes below to determine which Media Types and Media Locations you wish to appear in this report.

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- Newspaper(62)
- Portal(2)
- PR Newswire(1)
- Trade Publication(15)
- TV Station(141)

Media Locations:

- Canada(1)
- Denmark(1)
- Germany(1)
- India(1)
- Spain(1)
- United Kingdom(1)
- United States(225)

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

Story Number: SF74362

Clear time: April 1 2011 10:00:00

View your release posted on:



AlipesNews

<http://www.alipesnews.com/Public/ArchiveStory.aspx?id=3549816552762458&languageId=4000>

Media Type: news & information service Media Location: denmark



AOL DailyFinance

624,000 Visitors/day *

<http://www.dailyfinance.com/article/if-you-purchased-below-listed-products/1703282/>

Media Type: trade pub Media Location: us



Atlanta Business Chronicle

265,000 Visitors/day *

Media Type: newspaper Media Location: us

**Austin Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/austin/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Baltimore Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/baltimore/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Birmingham Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/birmingham/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Bolsamania (Web Financial Group)**<http://www.bolsamania.com/noticias-actualidad/prNews/If-you-purchased-below-listed-products-directly-from-Babies-quot-Rquot-US-in-the-US-a-class--SF7436201042011-1--18a36ceb2e4593a62369c272554cbdb.html>

Media Type: trade pub

Media Location: spain

**Boston Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/boston/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Bradenton Herald (Bradenton, FL)**

16,000 Visitors/day *

<http://www.bradenton.com/2011/04/01/3080179/if-you-purchased-below-listed.html>

Media Type: trade pub

Media Location: us

**Business First of Buffalo**

265,000 Visitors/day *

http://www2.bizjournals.com/buffalo/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Business First of Columbus**

265,000 Visitors/day *

http://www2.bizjournals.com/columbus/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Business First of Louisville**

265,000 Visitors/day *

http://www2.bizjournals.com/louisville/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Business Journal of Greater Milwaukee**

265,000 Visitors/day *

http://www2.bizjournals.com/milwaukee/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Business Journal of Phoenix**

265,000 Visitors/day *

http://www2.bizjournals.com/phoenix/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Business Journal of the Greater Triad Area**

265,000 Visitors/day *

http://www2.bizjournals.com/triad/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Business Latino Newspaper - NY, NY**<http://www.nybusinesslatino.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**Business Review (Albany)**

265,000 Visitors/day *

http://www2.bizjournals.com/albany/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

Catalina Magazine<http://www.hispanicprwire.com/print.php?l=in&id=19211&cha=14>

Media Type: news & information service

Media Location: us

**Chamo Times**<http://www.chamotimes.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**Charlotte Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/charlotte/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Cincinnati Business Courier**

265,000 Visitors/day *

http://www2.bizjournals.com/cincinnati/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Dallas Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/dallas/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**DallasNews.com**

<http://www.mediawebsite.net/danews/story/?catSetID=7007&catID=290812&nrid=119058609&page=1>

Media Type: newspaper

Media Location: us

**Dayton Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/dayton/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Denton Record-Chronicle**

<http://www.mediawebsite.net/dentonrc/story/?catSetID=7007&catID=290812&nrid=119058609&page=1>

Media Type: newspaper

Media Location: us

**Denver Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/denver/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Diario Horizonte - CT**

<http://www.diariohorizonte.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies>

Media Type: newspaper

Media Location: us

**Digital Journal**

9,000 Visitors/day *

<http://www.digitaljournal.com/pr/265967>

Media Type: trade pub

Media Location: us

**East Bay Business Times**

265,000 Visitors/day *

http://www2.bizjournals.com/eastbay/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**El Editor Newspaper**

<http://www.eleditor.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**El Semanario (Denver)**

<http://www.elsemanario.net/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**El Sol de Cleveland**

<http://www.elsoldecleveland.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**Extra Chicago**

<http://www.extranews.net/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies>

Media Type: newspaper

Media Location: us

**Finance Industry Today**

4,000 Visitors/day *

<http://finance.einnews.com/pr-news/369047-if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-u-s-a-class-action-settlement-may-affect-your-rights->

Media Type: trade pub

Media Location: us

**FinanzNachrichten.de (ABC New Media AG)**

<http://www.finanznachrichten.de/nachrichten-2011-04/19820816-if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-u-s-a-class-action-settlement-may-affect-your-rights-008.htm>

Media Type: trade pub

Media Location: germany

**Foreclosures Evictions and You**

http://zingervotes.blogspot.com/p/news-landing-page.html?prnewsid=201104011000PR_NEWS_USPR_SF74362

Media Type: news & information service

Media Location: us

**FOREX Trading News Today**

4,000 Visitors/day *

<http://forex.einnews.com/pr-news/369047-if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-u-s-a-class-action-settlement-may-affect-your-rights->

Media Type: trade pub

Media Location: us

**Global Investing Today**

4,000 Visitors/day *

<http://investing.einnews.com/pr-news/369047-if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-u-s-a-class-action-settlement-may-affect-your-rights->

Media Type: trade pub

Media Location: us

**Global Investor**

<http://www.globalinvestor.com/index.cfm/fuseaction/news.showItem/newsID/100689>

Media Type: trade pub

Media Location: uk

**Habla News**

<http://www.hablanews.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotquot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**Hola Arkansas!**

<http://www.hola-arkansas.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies>

Media Type: newspaper

Media Location: us

**Houston Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/houston/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Human Rights Today**

4,000 Visitors/day *

<http://humanrights.einnews.com/pr-news/369047-if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-u-s-a-class-action-settlement-may-affect-your-rights->

Media Type: trade pub

Media Location: us

**Jacksonville Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/jacksonville/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**KAIT ABC-8 (Jonesboro, AR)**

16,000 Visitors/day *

<http://www.kait8.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KALB-TV CBS-2 / NBC-5 (Alexandria, LA)**

6,000 Visitors/day *

<http://www.kalb.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**Kansas City Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/kansascity/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**KATV-TV ABC-7 (Little Rock, AR)**

14,000 Visitors/day *

<http://www.katv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KAUZ-TV CBS-6 (Wichita Falls, TX)**

<http://www.newschannel6now.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KAZT IND-7 (Phoenix/Prescott, AZ)**

<http://www.arizonasown.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KBMT-TV ABC-12 (Beaumont, TX)**

<http://www.12newsnow.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KCAU ABC-9 (Sioux City, IA)**

<http://www.kcautv.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KCBA-TV FOX-35 (Salinas, CA)

<http://www.kcba.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us



KCBD NBC-11 (Lubbock, TX)

<http://www.kcbd.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

12,000 Visitors/day *



KCEN-TV NBC-9 (Temple, TX)

<http://www.centraltexasnow.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KCOY CBS-12 (Santa Maria, CA)

<http://www.kcoy.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KDUH-TV ABC-3 (Scottsbluff, NE)

<http://www.kotanow.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KFDA CBS-10 (Amarillo, TX)

<http://www.newschannel10.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

6,000 Visitors/day *



KFJX-TV FOX-14 (Pittsburg, KS)

<http://www.fox14tv.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KFMB 100.7 Jack-FM (San Diego, CA)

<http://www.sandiegojack.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KFMB 760-AM (San Diego, CA)

<http://www.760kfm.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KFMB-TV CBS-8 (San Diego, CA)

<http://www.cbs8.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KFRE-TV CW-59 (Fresno, CA)

<http://www.kmph-kfre.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us



KFVE MyNetworkTV-5 (Honolulu, HI)

<http://www.k5thometeam.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us



KFVS CBS-12 (Cape Girardeau, MO)

<http://www.kfvs12.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

12,000 Visitors/day *



KGUN ABC-9 (Tucson, AZ)

<http://www.kgun9.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

5,000 Visitors/day *



KHNL-TV NBC-8 (Honolulu, HI)

<http://www.hawaiinewsnow.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

30,000 Visitors/day *



KHQ-TV NBC-6 (Spokane, WA)

<http://www.khq.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

26,000 Visitors/day *



KION CBS-46 (Salinas, CA)

<http://www.kionrightnow.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

9,000 Visitors/day *



KIVI-TV ABC-6 (Boise, ID)

<http://www.kivitv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us



KKFX FOX-11 (Santa Maria, CA)

<http://www.myfox11.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KLFY CBS-10 (Lafayette, LA)

<http://www.klfy.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

11,000 Visitors/day *



KLKN ABC-8 (Lincoln, NE)

<http://www.klknv.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



KLTV ABC-7 (Tyler, TX)

<http://www.kltv.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

22,000 Visitors/day *

**KMEG-TV CBS-14 (Sioux City, IA)**

<http://www.kmeg.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KMIR NBC-6 (Palm Desert, CA)**

<http://www.kmir6.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KMPH-TV FOX-26 (Fresno, CA)**

<http://www.kmph.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

2,000 Visitors/day *

**KMTV-TV CBS-3 (Omaha, NE)**

<http://www.action3news.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KNDO-TV NBC-3 (Yakima, WA)**

<http://www.kndo.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KNDU-TV NBC (Kennewick, WA)**

<http://www.kndu.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KNOE-TV CBS-8 (Monroe, LA)**

<http://www.knoe.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KOAM-TV CBS-7 (Pittsburg, KS)**

<http://www.koamtv.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KOLD CBS-13 (Tucson, AZ)**

<http://www.kold.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

17,000 Visitors/day *

**KOTA ABC-3 (Rapid City, SD)**

<http://www.kotatv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KOTV-TV CBS-6 (Tulsa, OK)**

<http://www.newson6.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

25,000 Visitors/day *

**KPLC NBC-7 (Lake Charles-Lafayette, LA)**

12,000 Visitors/day *

<http://www.kplctv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KPTH-TV FOX-44 (Dakota Dunes, SD)**<http://www.kpth.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KPTM-TV FOX-42 (Omaha, NE)**<http://www.kptm.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KQCW CW-12/19 (Tulsa, OK)**<http://www.tulsacw.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KRHD-TV ABC-40 (Bryan-College Station, TX)**<http://www.abc40.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KSAW-TV ABC-51 (Twin Falls, ID)**<http://www.ksawtv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KSFY-TV ABC-13 (Sioux Falls, SD)**<http://www.ksfy.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KSLA CBS-12 (Shreveport, LA)**

25,000 Visitors/day *

<http://www.ksla.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KSTC-TV IND-45 (Saint Paul, MN)**<http://lifestyle.kstc45.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KSTP-TV ABC-5 (Saint Paul, MN)**

13,000 Visitors/day *

<http://lifestyle.kstp.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KSWO-TV ABC-7 (Lawton, OK)**

7,000 Visitors/day *

<http://www.kswo.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KSWT-TV CBS-13 (Yuma, AZ)**

<http://www.kswt.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KTEN NBC-10 (Denison, TX)**

<http://www.kten.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KTIV NBC-4 (Sioux City, IA)**

<http://www.ktiv.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

4,000 Visitors/day *

**KTNV-TV ABC-13 (Las Vegas, NV)**

<http://www.ktnv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

10,000 Visitors/day *

**KTRE ABC-9 (Lufkin, TX)**

<http://www.ktre.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

6,000 Visitors/day *

**KTRV-TV FOX-12 (Nampa, ID)**

<http://www.fox12idaho.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KTTC NBC-10 (Rochester, MN)**

<http://www.kttc.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

14,000 Visitors/day *

**KTUL-TV ABC-8 (Tulsa, OK)**

<http://www.ktul.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

25,000 Visitors/day *

**KTVG-TV FOX-17 / KSNB-TV FOX-4 (Kearney, NE)**

<http://www.foxnebraska.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KTVN-TV CBS-2 (Reno, NV)**

<http://www.ktvn.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KUAM-TV NBC-8 / CBS-11 (Hagatna, Guam)**

<http://www.kuam.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KUSI-TV IND-51 (San Diego, CA)**

<http://www.kusi.com/story/14365090/if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: tv station

Media Location: us

**KWES-TV NBC-9 (Midland, TX)**

<http://www.newswest9.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KWQC NBC-6 (Davenport, IA)**

<http://www.kwqc.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KWTV-TV CBS-9 (Oklahoma City, OK)**

35,000 Visitors/day *

<http://www.news9.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KWWL-TV NBC-7 (Waterloo, IA)**

20,000 Visitors/day *

<http://www.kwwl.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KXJB-TV CBS-4 / KVLV-TV NBC-11 (Fargo, ND)**

<http://www.valleynewslive.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**KXLT FOX-47 (Rochester, MN)**

<http://www.myfox47.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KXVO-TV CW-15 (Omaha, NE)**

<http://www.kxvo.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KXXV-TV ABC-25 (Waco, TX)**

6,000 Visitors/day *

<http://www.kxxv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**KYTX CBS-19 (Tyler, TX)**

<http://www.cbs19.tv/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**La Nueva Mia FM 88.3 Radio - Cleveland, OH**

<http://www.lanuevamia.com/noticiashispanicwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: radio

Media Location: us

**La Voz de Colorado**

<http://www.lavozcolorado.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotus-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**La Voz de Dalton (Dalton, GA)**

<http://www.lavozgroup.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotus-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**La Voz de Yuma**

<http://www.lavozdeyuma.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotus-in-the-us-a-class-action-set>

Media Type: newspaper

Media Location: us

**La Voz Hispana Newspaper - Cleveland, OH**

<http://www.lavozhispana.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotus-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

**Latin Heat**

<http://www.latinheat.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotus-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: newspaper

Media Location: us

LATINStyle

<http://www.hispanicprwire.com/print.php?l=in&id=19211&cha=14&ide=0>

Media Type: news & information service

Media Location: us

**Los Angeles Business from bizjournals**

265,000 Visitors/day *

http://www2.bizjournals.com/losangeles/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**MarketWatch**

673,000 Visitors/day *

<http://www.marketwatch.com/story/if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights-2011-04-01>

Media Type: news & information service

Media Location: us

**Mega News Network: Banking**

http://interestalert.com/story/04010000aaa004dc.prn/mnnbanking/BANKFINA/banking_and

Media Type: trade pub

Media Location: us

**Mega News Network: Legal**

http://interestalert.com/story/04010000aaa0039a.prn/mnnlegal/LEGALLAW/legal_and

Media Type: trade pub

Media Location: us

**Memphis Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/memphis/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Minneapolis / St. Paul Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/twincities/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Nashville Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/nashville/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**NebraskaTV (Kearney, NE)**

<http://www.nebraska.tv/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**New Mexico Business Weekly**

265,000 Visitors/day *

http://www2.bizjournals.com/albuquerque/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**News Blaze**

<http://newsblaze.com/story/2011040107010500012.pnw/topstory.html>

Media Type: newspaper

Media Location: us

**Pacific Business News**

265,000 Visitors/day *

http://www2.bizjournals.com/pacific/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Palacio Magazine**

<http://www.palacio.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: magazine

Media Location: us

**PennLive.com**

115,000 Visitors/day *

<http://www.pennlive.com/business/prnewswire/index.ssf/?pennlive/story/?catSetID=7002&catID=290097&nrid=119058609&page=1>

Media Type: newspaper

Media Location: us

**Philadelphia Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/philadelphia/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**PhillyInc**

<http://www.mediawebsite.net/phillypa/story/?catSetID=7002&catID=290097&nrid=119058609&page=1>

Media Type: newspaper

Media Location: us

**Pittsburgh Business Times**

265,000 Visitors/day *

http://www2.bizjournals.com/pittsburgh/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Portland Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/portland/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**PR Newswire**

22,000 Visitors/day *

<http://www.prnewswire.com/news-releases/if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights-119058609.html>

Media Type: pr newswire

Media Location: us

**Press-Enterprise**

<http://www.mediawebsite.net/pe/story/?catSetID=&catID=&nrid=119058609&page=1>

Media Type: newspaper

Media Location: us

**Puget Sound Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/seattle/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**Que Buena Tulsa KXTD 1530 AM (Tulsa, OK)**

<http://www.quebuenatulsa.com/noticiashispanicprwire/19211/if-you-purchased-below-listed-products-directly-from-babies-quotquot-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: radio

Media Location: us

**Reuters**

1,150,000 Visitors/day *

<http://www.reuters.com/article/2011/04/01/idUS157823+01-Apr-2011+PRN20110401>

Media Type: news & information service

Media Location: us

**San Antonio Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/sanantonio/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**San Francisco Business Times**

265,000 Visitors/day *

http://www2.bizjournals.com/sanfrancisco/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**San Jose Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/sanjose/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**SMPR, Inc.**

http://www.smpr.info/prnewswire/?prnewsid=201104011000PR_NEWS_USPR_SF74362

Media Type: news & information service

Media Location: us

**South Florida Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/southflorida/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**St. Louis Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/stlouis/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**SYS-CON Media**

2,000 Visitors/day *

<http://www.sys-con.com/node/1777220>

Media Type: trade pub

Media Location: us

**Tampa Bay Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/tampabay/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**The Herald**

28,000 Visitors/day *

<http://www.heraldonline.com/2011/04/01/2955586/if-you-purchased-below-listed.html>

Media Type: newspaper

Media Location: us

**The Sacramento Bee**

158,000 Visitors/day *

<http://www.sacbee.com/2011/04/01/3520355/if-you-purchased-below-listed.html>

Media Type: newspaper

Media Location: us

**Triangle Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/triangle/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**WAFB CBS-9 (Baton Rouge, LA)**

29,000 Visitors/day *

<http://www.wafb.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us



WAFF NBC-48 (Huntsville, AL)
<http://www.waff.com/Global/story.asp?S=14365090>

29,000 Visitors/day *

Media Type: tv station Media Location: us



WALB NBC-10 (Albany, GA)
<http://www.walb.com/Global/story.asp?S=14365090>

16,000 Visitors/day *

Media Type: tv station Media Location: us



WAND-TV NBC-17 (Decatur, IL)
<http://www.wandtv.com/Global/story.asp?S=14365090>

Media Type: tv station Media Location: us



WAOW-TV ABC-9 / WYOW-TV CW-34 (Wausau, WI)
<http://www.waow.com/Global/story.asp?S=14365090>

12,000 Visitors/day *

Media Type: tv station Media Location: us



Washington Business Journal
http://www2.bizjournals.com/washington/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

265,000 Visitors/day *

Media Type: newspaper Media Location: us



WAVE NBC-3 (Louisville, KY)
<http://www.wave3.com/story/14365046/if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

25,000 Visitors/day *

Media Type: tv station Media Location: us



WBAY ABC-2 (Green Bay, WI)
<http://www.wbay.com/Global/story.asp?S=14365046>

22,000 Visitors/day *

Media Type: tv station Media Location: us



WBCB-TV CW-21 (Youngstown, OH)
<http://www.wccb.tv/Global/story.asp?S=14365046>

Media Type: tv station Media Location: us



WBMA-TV ABC-33 / ABC-40 (Birmingham, AL)
<http://www.abc3340.com/Global/story.asp?S=14365046>

20,000 Visitors/day *

Media Type: tv station Media Location: us



WBOC CBS-16 (Salisbury, MD)
<http://www.wboc.com/Global/story.asp?S=14365046>

16,000 Visitors/day *

Media Type: tv station Media Location: us



WBRC-TV FOX-6 MyFox Birmingham (Birmingham, AL)
<http://www.myfoxal.com/Global/story.asp?S=14365090>

16,000 Visitors/day *

Media Type: tv station Media Location: us

**WBTV CBS-3 (Charlotte, NC)**

21,000 Visitors/day *

<http://www.wbtv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WCAX CBS-3 (Burlington, VT)**

17,000 Visitors/day *

<http://www.wcax.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WCIV-TV ABC-4 (Charleston, SC)**<http://www.abcnews4.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WCSC CBS-5 (Charleston, SC)**

13,000 Visitors/day *

<http://www.live5news.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WCWG-TV CW-20 (Greensboro, NC)**<http://www.wcwg20.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WDAM NBC-7 (Hattiesburg-Laurel, MS)**

6,000 Visitors/day *

<http://www.wdam.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WDRB FOX-41 (Louisville, KY)**

17,000 Visitors/day *

<http://www.fox41.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**Webindia123.com**http://news.webindia123.com/news/press_showdetailsPR.asp?id=116830&cat=PR

Media Type: trade pub

Media Location: india

**WECT NBC-6 (Wilmington, NC)**

15,000 Visitors/day *

<http://www.wect.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WEHT-TV ABC-25 (Evansville, IN)**

9,000 Visitors/day *

<http://www.news25.us/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WFFF-TV FOX-44 (Colchester, VT)**<http://www.fox44now.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WFIE NBC-14 (Evansville, IN)**

17,000 Visitors/day *

<http://www.14wfie.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WFLX FOX-29 (West Palm Beach, FL)**<http://www.wflx.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WFMJ-TV NBC-21 (Youngstown, OH)**

4,000 Visitors/day *

<http://www.wfmj.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WFTX-TV FOX-4 (Cape Coral, FL)**<http://www.fox4now.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WFXG-TV FOX-54 (Augusta, GA)**<http://www.wfxg.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WGBA NBC-26 (Green Bay, WI)**<http://www.nbc26.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WGEM-TV NBC-10 (Quincy, IL)**

19,000 Visitors/day *

<http://www.wgem.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WGFL-TV CBS-4 (Gainesville, FL)**<http://www.mygtv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WGGB-TV FOX-6 / ABC-40 (Springfield, MA)**<http://www.wggb.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WHBF CBS-4 (Rock Island, IL)**<http://www.whbf.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WHTM-TV ABC-27 (Harrisburg, PA)**

30,000 Visitors/day *

<http://www.abc27.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**Wichita Business Journal**

265,000 Visitors/day *

http://www2.bizjournals.com/wichita/prnewswire/press_releases/national/Pennsylvania/2011/04/01/SF74362

Media Type: newspaper

Media Location: us

**WISTV NBC-10 (Columbia, SC)**

48,000 Visitors/day *

<http://www.wistv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WKBT-TV CBS-8 (La Crosse, WI)**

5,000 Visitors/day *

<http://www.wkbt.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WKOW-TV ABC-27 (Madison, WI)**

16,000 Visitors/day *

<http://www.wkow.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WKRN ABC-2 (Nashville, TN)**

33,000 Visitors/day *

<http://www.wkrn.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WLBT NBC-3 (Jackson, MS)**

13,000 Visitors/day *

<http://www.wlbt.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WLNE-TV ABC-6 (Providence, RI)**

4,000 Visitors/day *

<http://www.abc6.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WLNS CBS-6 (Lansing, MI)**<http://www.wlns.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WLOX ABC-13 (Biloxi, MS)**

13,000 Visitors/day *

<http://www.wlox.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WMBF NBC-32 (Myrtle Beach, SC)**

12,000 Visitors/day *

<http://www.wmbfnews.com/story/14365046/if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: tv station

Media Location: us

**WMC NBC-5 (Memphis, TN)**

20,000 Visitors/day *

<http://www.wmctv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WOI ABC-5 (West Des Moines, IA)**<http://www.myabc5.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WOIO CBS-19 (Cleveland, OH)**<http://www.19actionnews.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WQOW-TV ABC-18 (Eau Claire, WI)**

12,000 Visitors/day *

<http://www.wqow.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WR Hambrecht & Co.**

44,000 Visitors/day *

<http://markets.financialcontent.com/hambrecht/news/read?GUID=18057495>

Media Type: trade pub

Media Location: us

**WRCB-TV NBC-3 (Chattanooga, TN)**

14,000 Visitors/day *

<http://www.wrcbtv.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WREX-TV NBC-13 (Rockford, IL)**<http://www.wrex.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WRIC ABC-8 (Richmond, VA)**

14,000 Visitors/day *

<http://www.wric.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WSET-TV ABC-13 (Lynchburg, VA)**

22,000 Visitors/day *

<http://www.wset.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WSFA NBC-12 (Montgomery, AL)**

29,000 Visitors/day *

<http://www.wsfa.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WSFX-TV FOX-26 (Wilmington, NC)**<http://www.wsfx.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WSJV-TV FOX-28 (South Bend, IN)**<http://www.fox28.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WSYM-TV FOX-47 (Lansing, MI)**<http://www.fox47news.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WTEN ABC-10 (Albany, NY)**<http://www.wten.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

12,000 Visitors/day *

**WTHR NBC-13 (Indianapolis, IN)**<http://www.wthr.com/story/14365046/if-you-purchased-below-listed-products-directly-from-babies-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights>

Media Type: tv station

Media Location: us

56,000 Visitors/day *

**WTNZ FOX-43 (Knoxville, TN)**<http://www.wtnzfox43.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WTOC CBS-11 (Savannah, GA)**<http://www.wtoc.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

14,000 Visitors/day *

**WTOL CBS-11 (Toledo, OH)**<http://www.wtol.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

17,000 Visitors/day *

**WTVF-TV CBS-5 (Nashville, TN)**<http://www.newschannel5.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

68,000 Visitors/day *

**WTVM ABC-9 (Columbus, GA)**<http://www.wtvm.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

12,000 Visitors/day *

**WUPV-TV CW-65 (Ashland, VA)**<http://www.cwrichmond.tv/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WVNY-TV ABC-22 (Colchester, VT)**<http://www.abc22.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WVVA NBC-6 (Bluefield, WV)**<http://www.wvva.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

9,000 Visitors/day *

**WWBT NBC-12 (Richmond, VA)**

28,000 Visitors/day *

<http://www.nbc12.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WXIX FOX-19 (Cincinnati, OH)**

23,000 Visitors/day *

<http://www.fox19.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WXOW ABC-19 (La Crosse, WI)**
<http://www.wxow.com/Global/story.asp?S=14365090>

Media Type: tv station

Media Location: us

**WXTX-TV FOX-54 (Columbus, GA)**
<http://www.wtx.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**WXVT-TV CBS-15 (Greenville, MS)**
<http://www.wxvt.com/Global/story.asp?S=14365046>

Media Type: tv station

Media Location: us

**Yahoo!**

69,625,000 Visitors/day *

http://finance.yahoo.com/news/If-you-purchased-below-listed-prnews-171429386.html:_ylt=AmdQq3R9Ahe_ny1XzSmkZcWscq9;_ylu=X3oDMTFIbG02YjhwBHBvcwM0NgRzZWMDbmV3c0h1YkFydGlibGVMaXN0BHNsawNpZnlvdXB1cmNoYXM-?x=0

Media Type: portal

Media Location: us

**Yahoo! Canada**
http://ca.finance.yahoo.com/news/If-you-purchased-below-listed-prnews-171429386.html:_ylt=AnZX6aK6vmHa0d3b.LIMwewJzJpG;_ylu=X3oDMTFIZmZ1ZGJvBHBvcwMxMwRzZWMDbmV3c0h1YkFydGlibGVMaXN0BHNsawNpZnlvdXB1cmNoYXM-?x=0

Media Type: portal

Media Location: canada

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*Site metrics are collected at a domain level. For example, Google and Google News share google.com as a domain and so would have a single visitors/day ranking. Similarly, groups of news websites that share a domain will show the same visitor statistics since they cannot be separated into discrete numbers.

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Media Types:

- Magazine(5)
- News & Information Service(3)
- Newspaper(62)
- Trade Publication(4)

Media Locations:

- Spain(2)
- United States(73)

Headline: Si ha adquirido alguno de los productos mencionados más abajo directamente a través de Babies "R" Us en los EE. UU., sus derechos pueden verse afectados por un arreglo de una demanda colectiva

Story Number: ES74362

Clear time: April 1 2011 10:00:00

View your release posted on:



7 Dias

<http://www.7dias.us/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacute-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us



Ahora News (New Jersey)

<http://www.ahoranews.net/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacute-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us



Ahora News (Reno)

Media Type: newspaper

Media Location: us

[ver más publicaciones asociadas por un arreglo de una demanda colectiva](#)**Bolsamania (Web Financial Group)**

<http://www.bolsamania.com/noticias-actualidad/prNews/Si-ha-adquirido-alguno-de-los-productos-mencionados-mas-abajo-directamente-a-traves-de-Babies--LT7436204012011-1--18a36cee2e4593a62369c272554cbdb.html>

Media Type: trade pub

Media Location: spain

**Boom! Magazine**

<http://www.boomonline.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: magazine

Media Location: us

Centro Tampa

<http://www.hispanicprwire.com/print.php?l=es&id=19211&cha=14&ide=0>

Media Type: news & information service

Media Location: us

**Chamo Times**

<http://www.chamotimes.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Chevere News**

<http://www.cheverenews.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**DallasNews.com**

<http://www.mediawebsite.net/danews/story/?catSetID=7007&catID=290812&nrid=119058484&page=1>

Media Type: newspaper

Media Location: us

**Denton Record-Chronicle**

<http://www.mediawebsite.net/dentonrc/story/?catSetID=7007&catID=290812&nrid=119058484&page=1>

Media Type: newspaper

Media Location: us

**Deportes y Algo Mas**

<http://www.deportesyalgomas.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: trade pub

Media Location: us

**Diario Horizonte - CT**

<http://www.diariohorizonte.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-s>

Media Type: newspaper

Media Location: us

**Diario Las Americas**

<http://www.diariolasamericas.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Amanecer**

<http://www.elamanecerus.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Argentino (Miami)**

<http://www.elargentinosinfronteras.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Bohemio News**

<http://www.bohemionews.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Colombiano**

<http://www.elcolombiano.net/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Comercio de Colorado**

<http://www.elcomerciocolorado.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Extra Newspaper**

<http://www.elextranewspaper.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Gigante Hispano**

<http://www.elgigantehispano.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Hispano Denver**

<http://www.elhispanonewspaper.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Hispano News**

<http://www.elhispanonews.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Imparcial CT**

<http://www.elimparcialct.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Inmigrante Newspaper - Los Angeles, CA**

<http://www.elinmigrante.us/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Latino Newspaper**

<http://www.ellatinoonline.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Lider USA**

<http://www.elliderusa.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Mundo Newspaper**

<http://www.elmundonewspaper.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Observador - Hartford, CT**

<http://www.newelobservador.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Periodico USA**

<http://www.elperiodicousa.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Reportero Las Vegas**

<http://www.elreporterolasvegas.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**El Vocero (Michigan)**

<http://www.elvoceromichigan.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Enlace Total (Tampa)**

<http://www.enlacetotal.com.mx/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Esmeralda Magazine**

<http://www.esmeraldamagazine.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Extra Hispano Newspaper**

<http://www.extranewspaper.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Farandulife**

<http://www.farandulife.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Gente de Minnesota**

<http://www.genteminnesota.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Hispanic PR Wire**

<http://www.hispanicprwire.com/News/es/19211/14/si-ha-adquirido-alguno-de-los-productos-mencionados-mas-abajo-directamente>

Media Type: news & information service

Media Location: us

**Hispano de Tulsa**

<http://www.hispanodetulsa.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Hola Amigos**

<http://www.hola-amigos.net/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Hola Augusta**

<http://www.holaaugusta.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Hoy en Delaware**

<http://www.hoyendelaware.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Identidad Latina (CT)**

<http://www.identidadlatina.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Infomercados Financial Serverices S.L**

<http://www.infomercados.com/actualidad/noticia/news-wire/si-ha-adquirido-alguno-de-los-productos-mencionados-mas-abajo-directamente-a-traves-d-/20110401/44903/p/>

Media Type: trade pub

Media Location: spain

**La Prensa de Minnesota**

<http://www.laprensadmn.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**La Prensa Hispana**

<http://www.laprenshispananewspaper.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**La Revista del Diario**

<http://www.larevistadeldiario.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**La Voz de Dalton (Dalton, GA)**

Media Type: newspaper

Media Location: us

[ver más casos relacionados por arreglo de una demanda colectiva](#)**La Voz Hispanic Newspaper**

<http://www.lavozhispanicnews.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores-abajo-directamente-a-traves-de-babies-quot-quot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Latino Newspaper (SC)**

<http://www.latino4u.net/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores-abajo-directamente-a-traves-de-babies-quot-quot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Mi Ciudad Tampa Bay**

<http://miciudadtb.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores-abajo-directamente-a-traves-de-babies-quot-quot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Mi Gente**

<http://www.migenteweb.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores>

Media Type: newspaper

Media Location: us

**Monitor Hispano**

<http://www.monitorhispano.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores-abajo-directamente-a-traves-de-babies-quot-quot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Noticia Hispanoamericana**

<http://www.noticiang.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores-abajo-directamente-a-traves-de-babies-quot-quot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Nuevo Siglo Tampa**

<http://www.nuevosiglotampa.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores-abajo-directamente-a-traves-de-babies-quot-quot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Oorale USA**

<http://www.ooraleusa.com/noticiashispanicprwire/19211/si-ha-adquirido-ninguno-de-los-productos-mencionados-maiores>

Media Type: newspaper

Media Location: us

**Palacio Magazine**

<http://www.palacio.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: magazine

Media Location: us

**PennLive.com**

115,000 Visitors/day *

<http://www.pennlive.com/business/prnewswire/index.ssf/?pennlive/story/?catSetID=7002&catID=290097&nrid=119058484&page=1>

Media Type: newspaper

Media Location: us

**PhillyInc**

<http://www.mediawebsite.net/phillypa/story/?catSetID=7002&catID=290097&nrid=119058484&page=1>

Media Type: newspaper

Media Location: us

**Prensa Mexicana**

<http://www.prensamexicana.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Press-Enterprise**

<http://www.mediawebsite.net/pe/story/?catSetID=&catID=&nrid=119058484&page=1>

Media Type: newspaper

Media Location: us

**Providence en Español**

<http://www.providencenespanol.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Puro Futbol**

<http://www.purofutbolonline.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: trade pub

Media Location: us

**Que Buena Tulsa KXTD 1530 AM (Tulsa, OK)**

<http://www.quebuenatulsa.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: radio

Media Location: us

**Que Onda Magazine**

<http://www.queondamagazine.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotrquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: magazine

Media Location: us

**Que Pasa Bulletin**

<http://www.quepasabulletin.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

RD NOTICIAS**RD Noticias**

<http://www.rdnoticias.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Revista Expresion**

<http://www.revistaexpresion.net/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Revista Mas**

<http://www.revistamas.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: magazine

Media Location: us

**Revista MUJERES Internacional**

<http://www.mujeresinternacional.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: magazine

Media Location: us

Siempre Mujer

<http://www.hispanicprwire.com/print.php?l=es&id=19211&cha=14&ide=5>

Media Type: news & information service

Media Location: us

**The Bilingual News**

<http://www.thebilingualnews.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**The Hispano Weekly**

<http://www.elhispanoweekly.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**The Latin Post**

<http://www.thelatinpost.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Ultima Nota**

<http://www.ultimanota.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

**Vida Nueva**

<http://www.vida-nueva.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot-us-en-los-ee-uu-sus-derechos-pueden-verse-afectados-por-un-arreglo-de-una-demanda-colectiva>

Media Type: newspaper

Media Location: us

Some sites display releases longer than others; links will expire as sites rotate their content.

*Site metrics are collected at a domain level. For example, Google and Google News share google.com as a domain and so would have a single visitors/day ranking. Similarly, groups of news websites that share a domain will show the same visitor statistics since they cannot be separated into discrete numbers.

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Exhibit F

Online Media Pick-up Report

Media Type: News Web Sites

Media Group: Internet

Article URL: <http://c.moreover.com/click/here.pl?z4507745206&z=1250248691>

Outlet: KDKA

Title: Toys 'R Us Class Action Settlement

Publication Date: 04/13/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://c.moreover.com/click/here.pl?z4507559064&z=1250248687>

Outlet: Consumer Reports

Title: How to file a claim in the Babies "R" Us settlement

Publication Date: 04/13/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.quepasabulletin.com/noticiashispanicprwire/19211/>

Outlet: Que Pasa Bulletin Online

Title: Que Pasa Bulletin - Noticias para Hispanos en Los Angeles, California y EU

Publication Date: 04/03/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL:

http://www.quepasabulletin.com/noticiashispanicprwire/19211/contentinfusion_lis.php

Outlet: Que Pasa Bulletin Online

Title: Que Pasa Bulletin - Noticias para Hispanos en Los Angeles, California y EU

Publication Date: 04/03/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Online Media Pick-up Report

Article URL: <http://www.elsemanario.net/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-mencionados-maacutes-abajo-directamente-a-traveacutes-de-babies-quotquot->

Outlet: El Semanario Online

Title: El Semanario - Periodico para Hispanos en Denver y Colorado - Bilingual Latino newspaper

Publication Date: 04/03/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.gentedeminnesota.com/noticiashispanicprwire/19211/>

Outlet: Gente de Minnesota Online

Title: Periodico Gente de Minnesota - Noticias para Hispanos en Minneapolis - Hispanic newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL:

http://www.gentedeminnesota.com/noticiashispanicprwire/19211/acerca_nosotros.est.php

Outlet: Gente de Minnesota Online

Title: Periodico Gente de Minnesota - Noticias para Hispanos en Minneapolis - Hispanic newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: News Web Sites

Media Group: Internet

Article URL: <http://www.extranewspaper.com/noticiashispanicprwire/19211/>

Outlet: Extra Hispano

Title: Periodico Extra Hispano - Noticias para Palm Beach y Treasure Coast, Florida - Latino newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: News Web Sites

Online Media Pick-up Report

Media Group: Internet

Article URL:

http://www.extranewspaper.com/noticiashispanicprwire/19211/acerca_nosotros.est.php

Outlet: Extra Hispano

Title: Periodico Extra Hispano - Noticias para Palm Beach y Treasure Coast, Florida - Latino newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL:

http://www.gentedeminnesota.com/noticiashispanicprwire/19211/contentinfusion_lis.php

Outlet: Gente de Minnesota Online

Title: Periodico Gente de Minnesota - Noticias para Hispanos en Minneapolis - Hispanic newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: News Web Sites

Media Group: Internet

Article URL:

http://www.extranewspaper.com/noticiashispanicprwire/19211/contentinfusion_lis.php

Outlet: Extra Hispano

Title: Periodico Extra Hispano - Noticias para Palm Beach y Treasure Coast, Florida - Latino newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.purofutbolonline.com/noticiashispanicprwire/19211/>

Outlet: Puro Futbol

Title: Puro Futbol - noticias y estadisticas de futbol soccer para Lake County, Illinois y Wisconsin

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Online Media Pick-up Report

Media Type: Online Print Version

Media Group: Internet

Article URL: [http://www.purofutbolonline.com/noticiashispanicprwire/19211/si-ha-adquirido-
alguno-de-los-productos-menciona](http://www.purofutbolonline.com/noticiashispanicprwire/19211/si-ha-adquirido-
alguno-de-los-productos-menciona)

Outlet: Puro Futbol

Title: Puro Futbol - noticias y estadísticas de futbol soccer para Lake County, Illinois y Wisconsin

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: [http://www.elsemanario.net/noticiashispanicprwire/19211/if-you-purchased-below-
listed-products-directly-from-babies-quotquot-us-in-the-us-a-class-action-set](http://www.elsemanario.net/noticiashispanicprwire/19211/if-you-purchased-below-
listed-products-directly-from-babies-quotquot-us-in-the-us-a-class-action-set)

Outlet: El Semanario Online

Title: El Semanario - Periodico para Hispanos en Denver y Colorado - Bilingual Latino newspaper

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.thelatinpost.com/noticiashispanicprwire/19211/>

Outlet: The Latin Post

Title: The Latin Post - Noticias para Hispanos en Nueva York, New Jersey y Connecticut - Latino news

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: http://www.thelatinpost.com/noticiashispanicprwire/19211/contentinfusion_lis.php

Outlet: The Latin Post

Title: The Latin Post - Noticias para Hispanos en Nueva York, New Jersey y Connecticut - Latino news

Publication Date: 04/02/2011

Full Text: [Read Full Text](#)

Online Media Pick-up Report

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.migenteweb.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-menciona>

Outlet: Mi Gente

Title: Mi Gente de Charlotte - noticias y artes para Latinos en North Carolina - Hispanic newspaper

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.ooraleusa.com/noticiashispanicprwire/19211/>

Outlet: OORale USA

Title: Oorale USA - Revista Latina de entretenimiento y farandula para mujeres en Los Angeles, California

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.elextr newspaper.com/noticiashispanicprwire/19211/>

Outlet: El Extra

Title: Periodico El Extra - Noticias para Hispanos en Dallas, Fort Worth y Texas - Hispanic newspaper

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.elextr newspaper.com/noticiashispanicprwire/19211/link-directory.php>

Outlet: El Extra

Title: Periodico El Extra - Noticias para Hispanos en Dallas, Fort Worth y Texas - Hispanic newspaper

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Online Media Pick-up Report

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.elextrane newspaper.com/noticiashispanicprwire/19211/recuperar.php>

Outlet: El Extra

Title: Periodico El Extra - Noticias para Hispanos en Dallas, Fort Worth y Texas - Hispanic newspaper

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.elextrane newspaper.com/noticiashispanicprwire/19211/registro.php>

Outlet: El Extra

Title: Periodico El Extra - Noticias para Hispanos en Dallas, Fort Worth y Texas - Hispanic newspaper

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Media Type: Online Print Version

Media Group: Internet

Article URL: <http://www.ooraleusa.com/noticiashispanicprwire/19211/si-ha-adquirido-alguno-de-los-productos-menciona>

Outlet: OORale USA

Title: Oorale USA - Revista Latina de entretenimiento y farandula para mujeres en Los Angeles, California

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

Media Type: News Web Sites

Media Group: Internet

Article URL: <http://c.moreover.com/click/here.pl?z4461638229&z=1250248683>

Outlet: Lawyers & Settlements

Title: Settlement: \$35M Babies "R" Us Preliminary Class Action Settlement

Publication Date: 04/01/2011

Full Text: [Read Full Text](#)

EXHIBIT 2

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

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

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

v.

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

Defendants.

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

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

v.

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

Defendants.

AFFIDAVIT OF MARTIN A. ASHER, PH.D.

I. INTRODUCTION

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

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

² Asher Report at ¶25.

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

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

II. RELEVANT SETTLEMENT SUBCLASSES

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

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

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

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

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

⁶ Settlement Agreement at p. 2.

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

⁸ Settlement Agreement at p. 2.

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

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

Table 1
Summary of Settlement Subclasses

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

Sources and Notes:

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

* Refers specifically to Medela Pump In Style Breast Pumps.

III. PERCENTAGE ALLOCATION METHODOLOGY

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

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

¹⁰ Settlement Agreement at pp. 11-12.

BRU's sales of Settlement Subclass products

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

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

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

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

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

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

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

Sources and Notes:

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

¹ Fiscal Year = February 1 through January 31.

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

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

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

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

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

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

Estimated damages associated with Settlement Subclass members

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

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

¹⁴ Asher Report at ¶22 and Table 2.

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

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

Calculation of Allocation Percentages from the Settlement Fund

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

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

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

Table 3
Summary of Percentage Allocations by Settlement Subclass

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

Sources:

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

IV. CONCLUSIONS

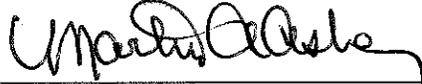
15. Based on the estimated damages associated with each of the Settlement Subclasses as a percentage of the combined Settlement Subclasses, I estimate the allocation percentage from the Settlement Fund for BabyBjörn Carriers to be 5.4%, for Britax Car Seats to be 27.9%, for all Kids Line products to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

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

///

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Dated: May 23, 2011



MARTIN A. ASHER

APPENDIX A

(May 2011)

MARTIN A. ASHER

Director
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Wharton Undergraduate Division
University of Pennsylvania
Jon M. Huntsman Hall, Suite G95
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EDUCATION

University of Pennsylvania, Philadelphia, PA

Ph.D., Economics, August 1986

M.A., Economics, May 1979

Honors: Appointed Guest Scholar, The Brookings Institution, Washington, D.C., April 1982 to April 1984.

Passed Labor Field Examination with Distinction, 1979.

Stanford University, Stanford, CA

B.A., Economics, June 1977

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

CURRENT POSITIONS

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

PAST POSITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTING

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

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

PUBLICATIONS AND WORKING PAPERS

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

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

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

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

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

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

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

HONORS AND AWARDS

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

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

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

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

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

MEMBERSHIPS

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

APPENDIX B

Appendix B
Materials Relied Upon

Court Documents:

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

Materials Produced:

Babies "R" Us Supplemental Sales Data - Britax
Babies "R" Us Supplemental Sales Data - Kids Line
Babies "R" Us Supplemental Sales Data - Maclaren
Babies "R" Us Supplemental Sales Data - Medela
Babies "R" Us Supplemental Sales Data - Peg Perego
BRU043196.txt
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BRU043330_area02153.txt
BRU043331_area02181.txt
BRU043332_area02216.txt
BRU043333_area02244.txt
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BRU043337_area02363.txt
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BRU050146_ITM2003.txt
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BRU050148_ITM2005.txt
BRU050149_ITM2006.txt
BRU050150-BRU050152
category numbers.xls

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

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

v.

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

Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

v.

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

Defendants.

No. 2:09-cv-06151-AB

**[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING
SETTLEMENT AND CERTIFYING SETTLEMENT SUBCLASSES**

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

Lager”) (collectively, “Defendants” (all Defendants excluding Regal Lager will subsequently be referred to as the “Settling Defendants” for purposes of this Order));

WHEREAS, the Plaintiffs and Defendants, desiring to resolve any and all disputes in this action, executed a Settlement Agreement dated January 21, 2011;

WHEREAS, Regal Lager subsequently defaulted on its obligations under the Settlement and thus will not be released or dismissed at this time;

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

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

WHEREAS, by Order entered on January 31, 2011, this Court granted preliminary approval to the Settlement Agreement and directed that Notice be given to the Settlement Subclasses certified below;

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

WHEREAS, an opportunity to be heard was given to all persons requesting to be heard in accordance with this Court’s orders; the Court has reviewed and considered the terms of the Settlement Agreement, the submissions of the parties in support thereof, and the comments

received in response to the Notice; and after holding a hearing on July 6, 2011, at which time all interested parties were given an opportunity to be heard;

WHEREAS, all capitalized terms in this Order shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth above with respect to “Settling Defendants”,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

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

II. FINAL APPROVAL OF SETTLEMENT

2. On January 31, 2011, this Court conditionally certified the following Settlement Subclasses for Settlement purposes, and such certification is hereby made final:

(a) All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005.

(b) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011.

(c) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006.

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

(e) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011.

(f) All persons who directly purchased any Peg Perego stroller from Babies

“R” Us within the U.S. during the period July 1, 1999, to January 31, 2011.

(g) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011.

(h) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011.

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

4. The Court finds that the Notice provided constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.

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

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

III. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

6. This Litigation is dismissed with prejudice as to the Settling Defendants, and the Plaintiffs and all Class Members who do not timely and validly exclude themselves from the Settlement in accordance with the requirements approved by the Court (“Settlement Class Members”) are barred from further prosecution of the Released Claims.

7. The Court hereby finds that the Settlement Class Members, on behalf of themselves and their respective predecessors and successors, have released, waived and discharged Releasees, other than Regal Lager, Inc., from any and all claims or causes of action, asserted or unasserted, the Settlement Class Members ever had or now have that were or could

have been asserted in the Litigation including, but not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, including under federal or state antitrust or unfair competition law, that the Settlement Class Members ever had or have as of the date that the Settlement Agreement becomes Final, arising from or related to the wholesale or retail pricing, discounting, marketing, advertising, distribution or sale of BabyBjörn baby carriers, Britax car seats, Kids Line Products, Maclaren strollers, Medela breast pumps, Peg Perego strollers, Peg Perego car seats, or Peg Perego high chairs (the “Released Claims”). For avoidance of doubt, Released Claims shall not include claims entirely unrelated to the claims that were or could have been asserted in the Litigation, including, but not limited to, allegations of false advertising or misrepresentations relating to the performance of the products purchased, personal injury, or breach of warranty or breach of contractual relationships relating to the performance of the products purchased. Also, Released Claims shall not include any claims against Regal Lager. Released Claims shall include any and all claims Plaintiffs and any Settlement Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date which arise out of or in any way relate to the facts, transactions, acts, practices, breaches, events, occurrences, statements, disclosures, omissions or failures to act alleged or which could have been alleged in the Litigation, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement (the “Unknown Claims”). With respect to any of the Released Claims and any of the Unknown Claims, upon the Effective Date, the Plaintiffs and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory in the United States,

or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

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

IV. FINALITY OF JUDGMENT

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

the terms of this Final Order and Judgment Approving Settlement and Certifying Settlement Subclasses or if offered by Settling Defendants in responding to any action purporting to assert Released Claims.

SO ORDERED.

Dated: _____, 2011

Judge Anita Brody