EXHIBIT F

UNITED STATES DISTRICT COURT

DISTRICT OF NEW HAMPSHIRE

In re: Dial Complete Marketing and Sales Practices Litigation

MDL Case No. 11-md-2263-SM

ALL CASES

O R D E R

The revised proposed order is adopted as an order of the court, with the following additional comments. This is a somewhat unusual case as consumer product class action settlements generally go, in that all class members who filed timely and qualified claims are being fully compensated for the price premium paid associated with the allegedly inaccurate marketing claims, up to a reasonable number (without receipts or other documentation) of products purchased, and fully with respect to documented purchases (documented by means in addition to consumer affidavits of purchase). The settlement is reasonable, fair to class members, and is just. While the agreed upon injunctive relief is probably illusory with respect to precluding the reintroduction of triclosan (as the Food and Drug Administration has finally, after decades of consideration, prohibited its use in the product), enjoining use of the challenged claim ("Kills 99% of Germs") is of significant value to the class, for the reasons articulated by counsel to the settling parties at the fairness hearing held this date. While

the value of the injunctive relief ascribed by plaintiffs' expert is, as pointed out by Attorney Skinner (representing a number of state attorneys general) not well grounded, and probably vulnerable to other doubts and challenges, the court is not inclined to disrupt the negotiated settlement in this aged litigation merely to obtain a better assessment of "value" of the useful aspect of the injunctive relief agreed upon as a means of assessing the appropriate fee for the value obtained. First, a different (and presumably a substantially lower) value would not result, as a practical matter, in more revenue going to class members – all class members who have properly filed timely and valid claims will be fully compensated with respect to a reasonable number of products purchased (reasonable in light of the difficulties in establishing that number with precision, the unlikely existence of receipts for such small consumables given the lengthy agreed upon period, and the necessary reliance on simple affidavits of purchase by class members). Quibbling about the fee properly awarded for the injunctive relief obtained will not, in this case, result in more being paid to already fully compensated class members. Secondly, even reducing the claimed value of the useful injunctive relief by half, as plaintiffs' counsel proposed, the attorneys' fee claimed, and agreed to, for that relief is reasonable, given the unchallenged hours invested and reasonable

hourly rates and loadstar suggested. That defendant ceased using the challenged marketing claim "voluntarily" in 2017 is also not a weighty factor in diminishing the value of the relief and consequent fair fee, in that the parties recognize, as does the court, that that cessation was in direct response to the pending litigation and, at the very least, plaintiffs' counsels' extended efforts over many years served as at least a catalyst, if not a direct cause, of that cessation. The additional five year ban agreed to by defendant additionally serves to protect the class (and all consumers of anti-bacterial hand soaps for that matter) from the challenged claim, while allowing some leeway for resumption of its use should future product formulations prove consistent with the broad claim. All in all, plaintiffs' counsel have served the class well in that they have recovered the full price premium loss for all timely class claimants, policed the marketplace with respect to the challenged claim and price premium charged, and have done so in a case that suffered from (in the court's view) not only obvious merits weaknesses and burden of proof difficulties, but potentially fatal legal weaknesses as well, had it gone to trial. Defendant's agreement to the settlement is both responsible, efficient, and well serves its interests in that for a fixed and limited sum it has bought peace, limited its costs of litigation and potential exposure to more substantial

liability, reserved the option to employ the broad marketing claim should future technological developments warrant the claim after five years, and avoided perhaps years of delay should this case travel the appellate path, on which path complicated and now familiar class certification issues and damages issues would no doubt demand the expenditure of substantial sums to litigate.

SO ORDERED.

Steven J. McAuliffe
United States District Judge

May 31, 2019

cc: All counsel of record