

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Case No. 09-60646-Civ-Cohn/Seltzer

CAROL D. SMITH, on Behalf of Herself and )  
All Others Similarly Situated, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
WM. WRIGLEY JR. COMPANY, )  
 )  
Defendant. )  
 )  
\_\_\_\_\_ )

**STIPULATION OF SETTLEMENT**

Case No. 09-60646-Civ-Cohn/Seltzer

This Stipulation of Settlement is made and entered into by and among Plaintiff Carol D. Smith (“Plaintiff” or “Smith”), on behalf of herself and each of the Settlement Class Members, by and through Class Counsel authorized to settle this Litigation on their behalf, and Defendant Wm. Wrigley Jr. Company (“Defendant” or “Wrigley”) (collectively, the “Parties”), by and through their counsel of record in this Litigation.

**I. RECITALS**

A. On May 1, 2009, Plaintiff, on behalf of herself and all others similarly situated, filed a class action complaint against Wrigley in the United States District Court, Southern District Court of Florida, Case No. 09-60646;

B. On April 12, 2010, the Parties executed a Memorandum of Understanding (“MOU”) memorializing an agreement to resolve this Litigation on behalf of Settlement Class Members.

C. Prior to execution of the MOU, the Parties engaged in extensive discovery, including the production and review of several hundred thousand pages of documents from Defendant and third parties, and extensive work with expert witnesses and consultants. Additionally, the Parties engaged in extensive and vigorously contested briefing on Wrigley’s motion to dismiss and Plaintiff’s motion for class certification.

D. The Parties also engaged in extensive settlement negotiations, including two-full day mediation sessions and numerous telephonic mediation sessions conducted by mediator Rodney A. Max of Upchurch Watson White & Max Mediation Group. As a result of these mediation sessions and settlement discussions, the Parties have agreed to settle all of the claims asserted in Plaintiff’s lawsuit.

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E. This Stipulation constitutes the resolution of disputed claims and is for settlement purposes only. Defendant has denied and continues to deny any and all allegations of wrongdoing alleged in Plaintiff's lawsuit. Nonetheless, Defendant has concluded that continued litigation could be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation in order to limit further expense, inconvenience, and uncertainty.

## **II. DEFINITIONS**

A. As used in this Stipulation the following capitalized terms have the meanings specified below:

(1) "Claim Form" means the document to be submitted by Claimants seeking payment pursuant to this Stipulation that will accompany the Class Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A and discussed in §IV.A.(5) of this Stipulation.

(2) "Claimant" means a Settlement Class Member who submits a claim for payment as described in §IV of this Stipulation.

(3) "Claims Administration Protocols" means the protocols set forth in the Claim Administration Protocols, attached as Exhibit B.

(4) "Class" means all persons who purchased in the United States the Product at any time up to the date notice is provided to the Class. Excluded from the Class are Defendant's officers, directors and employees and those who purchased the Product for the purpose of resale.

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(5) “Class Action Settlement Administrator” means the company or companies jointly selected by Class Counsel and Defendant’s Counsel and approved by the Court to provide Class Notice and to administer the claims process.

(6) “Class Counsel” means the attorneys of record for Plaintiff.

(7) “Class Notice” means, collectively, the “Notice of Class Action Settlement” and the “Publication Notice,” substantially in the forms of Exhibit C and Exhibit D, respectively, and discussed in §V of this Stipulation.

(8) “Court” means the United States District Court for the Southern District of Florida.

(9) “Defendant” means Wm. Wrigley Jr. Company.

(10) “Defendant’s Counsel” means the following individuals:

Dane H. Butswinkas  
Thomas G. Hentoff  
Nathan P. Kitchens  
Williams & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005  
Telephone: 202/434-5000

(11) “Effective Date” means the date on which all of the conditions of settlement have been satisfied, as discussed in §IX of this Stipulation.

(12) “Judgment” means the “Judgment, Final Order and Decree” to be entered by the Court, substantially in the form attached as Exhibit E.

(13) “Litigation” means *Smith v. Wm. Wrigley Jr. Company*, Case No. 09-60646-CIV-COHN-SELTZER (S.D. Fla).

(14) “Party” or “Parties” means the Plaintiff and Defendant in this Litigation.

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(15) “Person” means a natural person, individual, corporation, partnership, association, or any other type of legal entity.

(16) “Plaintiff” means and includes the class representative, Carol D. Smith.

(17) “Preliminary Approval Order” means the “Order re Preliminary Approval of Class Action Settlement,” substantially in the form of Exhibit F attached hereto, preliminarily approving this Stipulation, providing for notification to the Settlement Class and seeking the scheduling of the Settlement Hearing.

(18) “Product” means the Eclipse gum or mint product labeled with a “NATURAL GERM KILLING” message purchased and sold within the United States after June 1, 2008.

(19) “Released Claims” means, with the exception of claims for personal injury, any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature against the Released Persons, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of the facts alleged in the Litigation concerning the advertising, marketing, packaging, promotion, sale and distribution of the Product up to the Effective Date of the Settlement, which have been asserted or which could have been asserted by the Class in the Litigation.

(20) “Released Persons” means and includes Defendant and its direct and indirect corporate parents, subsidiaries and affiliates, as well as its distributors, wholesalers, retailers, customers and licensors, including the officers, directors, employees, shareholders, agents, insurers, spokespersons, public relations firms, advertising and production agencies and assigns of all such persons or entities.

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(21) “Settlement Class Member(s)” or “Member(s) of the Settlement Class” means a member of the Class who has not been properly excluded from the Class.

(22) “Settlement Class Period” means the first day the Product was available for retail purchase in the United States up to and including the last date by which Class Notice is to be provided to the Settlement Class Members according to the terms of this Stipulation.

(23) “Settlement Fund” means the \$6 million common fund discussed in §IV.A.(2) of this Stipulation.

(24) “Settlement Hearing” means the hearing(s) to be held by the Court to consider and determine whether the proposed settlement of this Litigation as contained in this Stipulation should be approved as fair, reasonable, and adequate, and whether the Judgment approving the settlement contained in this Stipulation should be entered.

(25) “Settlement Website” means the website to be created for this settlement that will include information about the Litigation and the settlement, relevant documents and electronic and printable forms relating to the settlement, including the Claim Form which can be submitted online or printed and mailed. The Settlement Website shall be activated no later than 60 days before the Settlement Hearing and shall remain active until 101 days after the Effective Date. A link to the Settlement Website may also be available, at Class Counsel’s option, on Class Counsel’s websites.

(26) “Stipulation” means this Stipulation of Settlement, including its attached exhibits (which are incorporated herein by reference), duly executed by Class Counsel and counsel for Defendant.

(27) “Supplemental Net Settlement Fund” means the common fund of up to \$1 million, discussed in §IV.A.(3) of this Stipulation.

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B. Other capitalized terms used in this Stipulation but not defined above shall have the meaning ascribed to them in this Stipulation and the exhibits attached hereto.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

Defendant hereby consents, solely for purposes of the settlement set forth herein, to the certification of the Class, to the appointment of Class Counsel, and to the conditional approval of Plaintiff as a suitable representative of the Class; provided, however, that if this Stipulation fails to receive Court approval or otherwise fails to be consummated, including, but not limited to, the Judgment not becoming final as provided in §IX.C. of this Stipulation, then Defendant retains all rights it had immediately preceding the execution of this Stipulation to object to the maintenance of this Litigation as a class action by Class Counsel, and in that event, nothing in this Stipulation or other papers or proceedings related to the settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, whether the purported Class is ascertainable, or whether Class Counsel or the Plaintiff can adequately represent the Settlement Class Members under applicable law.

### **IV. SETTLEMENT RELIEF**

The settlement relief includes cash payments and non-monetary relief.

#### **A. Cash Payments**

##### **1. Class Members' Cash Recovery**

Class members may seek recovery of money spent on the Product. Claimants may recover up to \$5.00 by submitting a simplified Claim Form either by mail or electronically. Claimants may recover up to \$10.00 by submitting a Claim Form and signing the following affirmation under penalty of perjury: "I affirm that I purchased the listed Wrigley Eclipse gum or mints in packaging

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with a ‘NATURAL GERM KILLING’ message in the United States.’” The actual amount paid to individual Claimants will depend upon the number of valid claims made. For each claim made for a subject purchase or purchases, the Claimant will be requested to include in the claim to the extent reasonable, the Product purchased (gum or mints), the approximate dates of purchases (month and year), the approximate dollar amount spent, and the locations of purchases (store, city, and state). Adequate and customary procedures and standards will be used by the Class Action Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims.

## **2. Settlement Fund**

In accordance with the payment schedule set forth in §IV.A.(7), below, Defendant shall pay up to \$6 million in trust to a third party institution (the “Fund Institution”) to be selected by Defendant and approved by Class Counsel to establish an interest bearing fund for payments made pursuant to this section.

The Settlement Fund shall be applied as follows:

- (a) To reimburse or pay all of the costs and expenses reasonably and actually incurred by the Settlement Class Administrator in connection with providing notice, locating Settlement Class Members, soliciting Claim Forms, assisting with the filing of claims, administering and distributing the Net Settlement Fund to authorized Claimants, processing Claim Forms and paying escrow fees and costs, if any;
- (b) To pay any necessary taxes and tax expenses related to interest earned by the Settlement Fund;

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(c) To pay Class Counsel's attorneys' fees and expenses with interest thereon in the amount awarded by the Court (the "Fee and Expense Award") and Plaintiff's incentive award and pursuant to §VIII; and

(d) To distribute the balance of the Settlement Fund (the "Net Settlement Fund") to authorized Claimants and any others as allowed by this Stipulation, the Claims Administrator Protocols, or the Court.

(e) The amounts Defendant pays under (a) - (d) shall be the sum total of payments from the Settlement Fund ("Defendant Payments").

**3. Settlement Fund: Insufficient or Excess Funds**

(a) If the total amount of eligible claims exceeds the Net Settlement Fund, then Wrigley shall supplement the Net Settlement Fund by the amount necessary to pay all eligible claims, up to a maximum of \$1 million of additional payment ("Supplemental Net Settlement Fund"). This amount shall be deposited in a trust into the Fund Institution in accordance with the payment schedule set forth in §IV.A.(7).

(b) If the total amount of eligible claims exceeds the Net Settlement Fund, plus the maximum amount of the Supplemental Net Settlement Fund, then each claim's award shall be proportionately reduced.

(c) Except as provided in this §IV.A.(3) of this Stipulation, the Settling Parties agree that the payments made from the Settlement Fund will not exceed \$6 million.

(d) If the total amount of Defendant Payments is less than \$6 million after all valid claims are paid, the remaining amount in the Net Settlement Fund shall be paid to one

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or more charities agreed upon by the Parties and approved by the Court pursuant to the *cy pres* doctrine.

**4. Delivery of Payments to Settlement Class Members**

(a) Payment will be made directly to the Settlement Class Members by first class mail after all the eligibility for all claims is determined, and in no event more than 30 days after the close of the Claim-In Period, unless Class Counsel, in consultation with Defendant's Counsel, permits an extension of time to complete the claims determination process.

(b) Failure to provide all information requested in the Claim Form will not result in nonpayment of a claim. Instead, the Class Action Settlement Administrator will take all adequate and customary steps to determine the Settlement Class Member's eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, the amount of money available to pay all valid claims, and such other reasonably available information from which eligibility for payment can be determined.

(c) The Class Action Settlement Administrator shall review all electronic and paper records to determine a Settlement Class Member's eligibility for payment.

**5. Claim Form Availability.**

The Claim Form will be part of the Publication Notice and will be available for downloading and may be completed and submitted online at the Settlement Website, and the Claim Form will be available for downloading on Class Counsel's websites, at Class Counsel's option. The Claim Form may also be requested by calling the toll-free number provided by the Class Action Settlement Administrator or by writing to the Class Action Settlement Administrator.

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**6. Eligibility for Cash Payment.**

(a) To be eligible for a cash payment, the Settlement Class Member must timely submit a Claim Form which requests his or her name, mailing address, phone number or e-mail address, and the information set forth in §IV.A.(1) above. The Settlement Administrator may pay claims that are otherwise valid but untimely filed if there is sufficient money to pay all valid and timely claims in full plus untimely but otherwise valid claims from the Net Settlement Fund, and payment of any such untimely but valid claims is administratively feasible and otherwise reasonable, taking into account the need to timely pay claims. The determination of the Class Action Settlement Administrator concerning the eligibility and amount of payment shall be final. Any Claimant who believes his or her claim was improperly rejected may appeal the rejection by sending written notice of his or her appeal to the designated Class Action Settlement Administrator. The Class Action Settlement Administrator shall decide the appeal.

(b) To be eligible, Claim Forms must be postmarked or submitted online no later than 80 days after the date the Court enters the Judgment (“Claim-In Period”).

(c) Timing of Payments. In the event there is no appeal from the Final Judgment and Order, the Class Action Settlement Administrator shall send payment to eligible Settlement Class Members or, as applicable, a letter explaining the rejection of the claim, within 30 days from the close of the Claim-In Period. In the event there is an appeal from the Final Judgment and Order, the Class Action Settlement Administrator shall send payment to eligible Settlement Class Members or, as applicable, a letter explaining the rejection of the claim, within 60 days of the Effective Date.

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**7. Schedule of Payments into the Settlement Fund**

Subject to §IV.A.(2) and §IV.A.(3) above, Defendant shall make payments not to exceed \$6 million into the Settlement Fund, and up to but not to exceed \$1 million into the Supplemental Net Settlement Fund, in accordance with the following schedule:

(a) An amount equal to the amount billed by the Class Action Settlement Administrator when such costs become due and owing. This includes payment made sufficiently in advance of the time payment for the cost of publishing the Publication Notice becomes due and owing;

(b) An amount representing the balance of the Settlement Fund to be paid into the Settlement Fund on the following schedule: \$3 million, less amounts already paid to the Class Action Settlement Administrator pursuant to Paragraph 7(a) above, within 20 days of the entry of Judgment by the Court, and the balance within 30 days of the Effective Date;

(c) An amount representing the funds, if any, needed to be paid into the Supplemental Net Settlement Fund, upon written notice by the Class Action Settlement Administrator that such funds are necessary pursuant to §IV.A.(3) above and in time for the Class Action Settlement Administrators to make timely payments to Class Members pursuant to §IV.A.(6) above;

(d) In the event the Effective Date does not occur, all amounts paid into the Settlement Fund and Supplemental Net Settlement Fund, less amounts paid to or on behalf of the Class Action Settlement Administrator and any taxes and tax expenses, shall be returned to Defendant.

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**B. Additional Provisions Relating to Injunctive Relief**

(1) By December 31, 2010 or within 90 days of the Effective Date, whichever comes later, and for a period of three (3) years from the Effective Date, Wrigley shall refrain from using in its advertising, and manufacturing further Products labeled with, the “germ kill” messages challenged in the complaint filed in the Litigation. In addition, Wrigley, which in the time frame specified in this Paragraph will cease to include the Magnolia Bark Extract (“MBE”) ingredient in the Product, will discontinue use of all “germ kill” messages in the Product advertising and labeling. As used here, advertising includes the packaging of the Product and any type of advertisement or promotion on radio, television, the Internet, newspapers, periodicals, point of purchase displays and all other media.

(2) Defendant shall not be prohibited from making claims about the Product if, at the time they are made, the representations are true and non-misleading and, as appropriate, are supported by competent and reliable scientific evidence that substantiates the representations.

(3) Nothing in this Agreement will prohibit Defendant from making any representation in the labeling of the Products that is specifically permitted by applicable law, regulations, or policies promulgated by the Food and Drug Administration.

(4) Nothing in this Agreement shall prohibit Defendant from communicating the results of one or more clinical studies on the Products provided the results are presented in a truthful and non-misleading fashion.

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**V. NOTICE TO THE CLASS, COMMUNICATIONS WITH SETTLEMENT CLASS MEMBERS AND REDEMPTION OF SETTLEMENT RELIEF**

**A. Class Notice**

The Class Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court. Collectively, the Class Notice shall set forth the following information:

(1) General Terms. The Class Notice shall:

(a) inform Settlement Class Members that, if they do not exclude themselves from the Class, they may be eligible to receive the relief under the proposed settlement;

(b) contain a short, plain statement of the background of the Litigation, the Class certification and the proposed settlement;

(c) describe the proposed settlement relief outlined in this Stipulation;

(d) explain that the impact of the proposed settlement on any existing litigation, arbitration or other proceeding; and

(e) state that any relief to Settlement Class Members is contingent on the Court's final approval of the proposed settlement.

(2) Notice of Exclusion and Objection Rights. The Class Notice shall inform Settlement Class Members:

(a) that they may exclude themselves from the Class by submitting a written exclusion request postmarked no later than 30 days before the date of the Settlement Hearing;

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(b) that any Settlement Class Member who has not submitted a written request for exclusion may, if he or she desires, object to the proposed settlement by filing and serving a written statement of objections along with proof of membership in the Class no later than 30 days before the Settlement Hearing;

(c) that any Settlement Class Member who has filed and served written objections to the proposed settlement may, if he or she so requests, enter an appearance at the Settlement Hearing either personally or through counsel;

(d) that any Judgment entered in the Litigation, whether favorable or unfavorable to the Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the proposed settlement and even if they have any other claim, lawsuit or proceeding pending against Defendant; and

(e) of the terms of the release.

(3) No later than 60 days before the Settlement Hearing, the Class Notice shall be posted on the Settlement Website and, at their option, on the websites of Class Counsel. The Class Notice shall also be sent via electronic mail or regular mail to those Class Members who so request. The Class Notice shall remain available by these means until 101 days after the Court enters the Judgment.

**B. Publication Notice**

No later than 60 days before the Settlement Hearing, the Class Action Settlement Administrator will cause to be published in accordance with the media plan, attached as Exhibit G, the Publication Notice, a copy of which is attached as Exhibit D. The Publication Notice shall also be posted on the Settlement Website until 101 days after the Effective Date.

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**C. Retention of Class Action Settlement Administrator**

Class Counsel shall, subject to the approval of Defendant, retain one or more Class Action Settlement Administrators (including subcontractors) to help implement the terms of the proposed Stipulation.

(1) The Class Action Settlement Administrator(s) shall assist with various administrative tasks, including, without limitation, (a) mailing or arranging for the mailing or other distribution of the Class Notice and Claim Forms to Settlement Class Members, (b) arranging for publication of the Publication Notice, (c) handling returned mail not delivered to Settlement Class Members, (d) attempting to obtain updated address information for Settlement Class Members and for any Class Notice Packages returned without a forwarding address or an expired forwarding address, (e) making any additional mailings required under the terms of this Stipulation, (f) answering written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee, (g) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (h) establishing the Settlement Website that posts notices, Claim Forms and other related documents, (i) receiving and processing claims and distributing payments to Settlement Class Members, and (j) otherwise assisting with administration of the Stipulation. The cost of the Class Action Settlement Administrator will be paid from the Settlement Fund.

(2) The contract with the Class Action Settlement Administrator shall obligate the Class Action Settlement Administrator to abide by the following performance standards:

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(a) The Class Action Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of this Stipulation in communications with Settlement Class Members;

(b) The Class Action Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel or their designee, Defendant and/or Defendant's Counsel.

## **VI. APPROVAL PROCEDURES AND RELATED PROVISIONS**

### **A. Preliminary Approval and Settlement Hearing**

Promptly after execution of this Stipulation, the Parties shall submit this Stipulation to the Court and shall jointly apply for entry of a Preliminary Approval Order preliminarily approving this Stipulation, providing for the dissemination of the Class Notice, and scheduling a Settlement Hearing.

### **B. Requests for Exclusion**

(1) Any potential Settlement Class Member who wishes to be excluded from the Class must mail or deliver a written request for exclusion to the Clerk of the Court, care of the address provided in the Class Notice, postmarked or delivered no later than 30 days before the Settlement Hearing, or as the Court otherwise may direct. The written request for exclusion must request exclusion from the Class, must be signed by the potential Settlement Class Member and include a statement indicating that the request is made by a member of the Settlement Class. A list reflecting all requests for exclusion shall be filed with the Court by Defendant at or before the Settlement Hearing.

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(2) Any potential Settlement Class Member who does not file a timely written request for exclusion as provided in the preceding §VI.B.1 shall be bound by all subsequent proceedings, orders and the Judgment in this Litigation relating to this Stipulation, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims.

## **VII. RELEASES**

As of the Effective Date, Plaintiff and each Settlement Class Member who has not validly excluded himself or herself from the Settlement Class pursuant to §VI.B. of this Stipulation shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. In connection with the Released Claims, each Settlement Class Member shall be deemed as of the Effective Date to have waived any and all provisions, rights, and benefits conferred by §1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code §1542, which reads as follows:

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.

## **VIII. CLASS COUNSEL'S ATTORNEYS' FEES, COSTS AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

A. Class Counsel agrees to make, and Defendant agrees not to oppose, an application for the Fee and Expense Award in the Litigation not to exceed a total of \$2 million. Defendant further agrees not to oppose a Fee and Expense Award of reasonable, actual out-of-pocket expenses not to exceed \$75,000. Such Fee and Expense Award will be paid from the Settlement Fund on the

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Effective Date. Subject to the terms and conditions of this Stipulation and any order of the Court, Wrigley (or its successor in interest or insurer) shall pay the Fee and Expense Award awarded by the Court to Class Counsel within thirty (30) days of the date on which an order and final judgment approving the Settlement is entered by the Court, which amount shall be paid out of or credited against the Settlement Fund. In the event the Judgment entered pursuant to this settlement shall not become final, Class Counsel shall return the amount of attorneys' fees and expenses paid to them pursuant to this provision, within 30 days of written request by Wrigley for repayment, and Class Counsel and their successors shall be jointly and severally liable for repayment to Wrigley

B. Class Counsel, in its sole discretion, shall allocate and distribute the Court's Fee and Expense Award among Class Counsel.

C. Wrigley further agrees that Plaintiff may seek a class representative incentive award for Plaintiff in an amount of \$10,000.

**IX. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

A. The Effective Date of this Stipulation shall be the first date after which all of the following events and conditions have been met or have occurred:

(1) The Court has preliminarily approved this Stipulation;

(2) The Court has entered the Judgment; and

(3) Unless the Parties otherwise agree in writing to waive all or any portion of the following provision, there has occurred: (i) in the event there is a properly and timely filed objection to entry of the Final Judgment and Order, the expiration (without the filing or noticing of an appeal) of the time to appeal from the Final Judgment and Order; (ii) the final dismissal of an appeal from the Final Judgment and Order; (iii) affirmance on appeal of the Final Judgment and Order in

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substantial form; (iv) if a ruling or decision is entered by an appellate court with respect to affirmance of the Final Judgment and Order, the time to petition for a *writ of certiorari* with respect to such ruling or decision has expired; or (v) if a petition for a *writ of certiorari* with respect to the Final Judgment and Order is filed, the petition has been denied or dismissed or, if granted, has resulted in affirmance of the Final Judgment and Order in substantial form.

B. If all of the conditions specified in §IX.A of this Stipulation are not met, then this Stipulation shall be canceled and terminated unless Class Counsel and Defendant mutually agree in writing to proceed with this Stipulation.

C. In the event that this Stipulation is not approved by the Court or the settlement set forth in this Stipulation is terminated or fails to become effective in accordance with its terms, the Parties shall be restored to their respective pre-settlement positions in the Litigation, including with regard to any agreements concerning tolling and similar agreements, and this entire Stipulation shall become null and void. Defendant shall be responsible for all administrative and notice costs and expenses, including the costs of notifying the Class and any claims administration costs.

#### **X. MISCELLANEOUS PROVISIONS**

A. The Parties hereto and their undersigned counsel agree to undertake their best efforts and mutually cooperate to promptly effectuate this Stipulation and the terms of the settlement set forth herein, including taking all steps and efforts contemplated by this Stipulation and any other steps and efforts which may become necessary by order of the Court or otherwise.

B. The Parties will issue the Joint Media Statement attached as Exhibit H. The Parties may post an announcement about the settlement on their websites. Any such announcement shall be substantially consistent with Exhibit H. None of the Parties or their counsel shall issue a press

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release or make statements to the press regarding this Stipulation of Settlement inconsistent with Exhibit H without the prior written agreement of all Parties and their counsel.

C. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Stipulation on behalf of their respective clients.

D. This Stipulation contains the entire agreement among the Parties hereto and supersedes any prior agreements or understandings between them. Except for §I, all terms of this Stipulation are contractual and not mere recitals and shall be construed as if drafted by all Parties. The terms of this Stipulation are and shall be binding upon each of the Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter through any of the Parties, including any Settlement Class Member.

E. Whenever this Stipulation requires or contemplates that one Party shall or may give notice to the other, notice shall be provided by facsimile and/or next day (excluding Sunday) express delivery service as follows:

(1) If to Plaintiff, then to:

Jonathan M. Stein  
Robbins Geller Rudman & Dowd LLP  
120 East Palmetto Park Road, Suite 500  
Boca Raton, FL 33432  
Telephone: 561/750-3000

(2) If to Defendant, then to:

Thomas G. Hentoff  
Williams & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005  
Telephone: 202/434-5000

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F. All time periods set forth herein shall be computed in business days if seven days or less and calendar days if eight days or more unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or other conditions have made the Office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day as not one of the aforementioned days. As used in this subsection, "legal holiday" includes New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States.

G. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of this Stipulation in good faith and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Stipulation.

H. This Stipulation may be amended or modified only by a written instrument signed by Class Counsel and any of Defendant's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

I. The exhibits to this Stipulation are an integral part of the Settlement and are hereby incorporated and made a part of this Stipulation.

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J. Neither this Stipulation nor the settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendant, or of the propriety of Class Counsel maintaining the Litigation as a class action; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, except that Defendant may file this Stipulation or the Judgment in any action that may be brought against any Released Person in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

K. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Stipulation.

L. This Stipulation shall be deemed to have been executed upon the last date of execution by all of the undersigned.

M. This Stipulation may be executed in counterparts, each of which shall constitute an original.

Case No. 09-60646-Civ-Cohn/Seltzer

IN WITNESS THEREOF, the Parties hereto have caused this Stipulation to be executed by their duly authorized representatives.

DATED: May 26, 2010

ROBBINS GELLER RUDMAN  
& DOWD LLP  
JONATHAN M. STEIN  
Florida Bar No. 009784  
CULLIN A. O'BRIEN  
Florida Bar No. 0597341



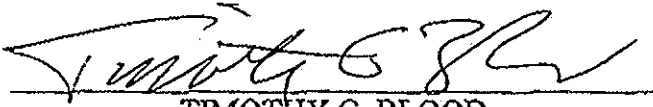
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JONATHAN M. STEIN

120 East Palmetto Park Road, Suite 500  
Boca Raton, FL 33432  
Telephone: 561/750-3000  
561/750-3364 (fax)  
jstein@rgrdlaw.com  
cobrien@rgrdlaw.com

DATED: May 26, 2010

BLOOD HURST & O'REARDON LLP  
TIMOTHY G. BLOOD  
THOMAS J. O'REARDON II



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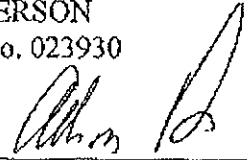
TIMOTHY G. BLOOD

600 B Street, Suite 1550  
San Diego, CA 92101  
Telephone: 619/338-1100  
619/338-1101 (fax)  
tblood@bholaw.com  
toreardon@bholaw.com

Case No. 09-60646-Civ-Cohn/Seltzer

DATED: May 26, 2010

BALKAN & PATTERSON, LLP  
ADAM BALKAN  
Florida Bar No. 0044880  
JOHN PATTERSON  
Florida Bar No. 023930



---

for JOHN PATTERSON

601 S. Federal Highway, Suite 302  
Boca Raton, FL 33432  
Telephone: 561/750-9191  
561/750-1574 (fax)  
adam@balkanpatterson.com  
john@balkanpatterson.com

Attorneys for Plaintiff

DATED: May \_\_\_, 2010

WILLIAMS & CONNOLLY LLP  
DANE H. BUTSWINKAS  
THOMAS G. HENTOFF  
NATHAN P. KITCHENS

---

THOMAS G. HENTOFF

725 Twelfth Street, N.W.  
Washington, D.C. 20005  
Telephone: 202/434-5000  
202/434-5029 (fax)  
dbutswinkas@wc.com  
thentoff@wc.com  
nkitchens@wc.com

Attorneys for Defendant

Case No. 09-60646-Civ-Cohn/Seltzer

DATED: May \_\_\_\_\_, 2010

BALKAN & PATTERSON, LLP  
ADAM BALKAN  
Florida Bar No. 0044880  
JOHN PATTERSON  
Florida Bar No. 023930

---

JOHN PATTERSON

601 S. Federal Highway, Suite 302  
Boca Raton, FL 33432  
Telephone: 561/750-9191  
561/750-1574 (fax)  
adam@balkanpatterson.com  
john@balkanpatterson.com

Attorneys for Plaintiff

DATED: May 27, 2010

WILLIAMS & CONNOLLY LLP  
DANE H. BUTSWINKAS  
THOMAS G. HENTOFF  
NATHAN P. KITCHENS

  
THOMAS G. HENTOFF

725 Twelfth Street, N.W.  
Washington, D.C. 20005  
Telephone: 202/434-5000  
202/434-5029 (fax)  
dbutswinkas@wc.com  
thentoff@wc.com  
nkitchens@wc.com

Attorneys for Defendant

# EXHIBIT A

**Smith v. Wm. Wrigley Jr. Company  
CLAIM FORM**

**You can also file on line at: [www.\_\_\_\_\_.com]**

If submitting a claim for up to \$5.00, you must complete the required information below. If submitting a claim for up to \$10.00, you must complete the required information below and sign the Affirmation that you purchased the specified Product(s). All Claim Forms must be postmarked or submitted online by \_\_\_\_\_.

PLEASE NOTE: Any money left over from this settlement will be donated to one or more charities. By not submitting this Claim Form you will make more money available for charitable donation.

If mailing, please return this form to: Wrigley Class Action Settlement Administrator

[Address]  
[City, State]

**Class Member Information**

NAME: \_\_\_\_\_ TELEPHONE OR EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Purchase Information**

Please provide the following information about the purchases of Wrigley Eclipse gum or mints with "NATURAL GERM KILLING" for which you seek recovery. If additional space is required, please attach additional pages. If you seek more than \$5.00, you may recover up to \$10.00 by also signing the Affirmation below.

PRODUCT (WRIGLEY ECLIPSE GUM OR MINTS)	DATES OF PURCHASES (MONTH & YEAR)*	APPROXIMATE DOLLAR AMOUNT SPENT	LOCATIONS OF PURCHASES (STORE, CITY & STATE)

\* Purchases must have been made after June 1, 2008.

**Affirmation (if you seek more than \$5.00)**

UNDER PENALTY OF PERJURY, I AFFIRM THAT I PURCHASED THE LISTED WRIGLEY ECLIPSE GUM OR MINTS IN PACKAGING WITH A "NATURAL GERM KILLING" MESSAGE IN THE UNITED STATES.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE BY [MONTH DAY, 2010]  
QUESTIONS? CALL 1-800-xxx-xxxx ( OR VISIT [ www.\_\_\_\_\_ ])**

# EXHIBIT B

## **CLAIMS ADMINISTRATION PROTOCOLS**

These Claims Administration Protocols (“Protocols”) are part of the Stipulation of Settlement (“Stipulation”) between the Parties. All provisions of the Stipulation are incorporated into these Protocols by reference, including, without limitation, all definitions. All capitalized terms used here shall have the same meaning given them in the Stipulation. These Protocols shall define the duties of the Class Action Settlement Administrator retained to implement the claims process as described in §V.C. of the Stipulation. All references to “§\_\_\_” shall be to the Stipulation, unless otherwise noted.

### **B.1 Appointment of Class Action Settlement Administrator**

The Class Action Settlement Administrator shall be selected pursuant to §V.C. of the Stipulation.

### **B.2 Agreement by Class Action Settlement Administrator**

The Class Action Settlement Administrator must consent in writing to serve, and shall abide by the obligations of the Stipulation and these Protocols by executing a counterpart of these Protocols prior to the Preliminary Approval Hearing.

### **B.3 Control of Settlement Fund**

The Settlement Fund describe in §IV.A(2) shall be maintained by an independent financial institution, selected by Class Counsel and approved by Defendant’s Counsel, that is unaffiliated with the Class Action Settlement Administrator, Defendant or Class Counsel (the “Fund Institution”). The Class Action Settlement Administrator shall have no authority under any circumstances to withdraw or disburse any funds from the Settlement Fund directly. Disbursement from the Settlement Fund pursuant to the distribution plan of the Class Action Settlement Administrator as provided by §IV.A(2) and these Protocols shall occur only upon written instructions of Class Counsel and Defendant’s Counsel to the Fund Institution. However, the Class Action Settlement Administrator shall have access to information from the Fund Institution about the balance in the Settlement Fund as necessary for the Class Action Settlement Administrator to perform its calculations in preparing the Distribution Plan.

### **B.4 Conflicts of Interest**

The Class Action Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer claims. The Class Action Settlement Administrator shall not process the claim of any Class Member if the Class Action Settlement Administrator, Defendant, and/or Class Counsel or Defendant’s Counsel determines there is a conflict of interest. If the Class Action Settlement Administrator, Defendant, or Class Counsel learns of a conflict of interest as to a claim, that party shall give written notice to the other parties, who shall resolve any such circumstances by further written agreement. Any unresolved dispute over such conflict of interest shall be submitted to the Court for resolution. The Class Action Settlement Administrator shall indemnify and defend the Parties and their counsel against any liability arising from the Class Action Settlement Administrator’s breach of this provision.

### **B.5 Timing**

The Class Action Settlement Administrator shall begin the claims process so it is completed within the time provided in §IV.A.6. The deadline for Settlement Class Members to submit claims (the “Claims Deadline”) shall be no later than the end of the Claim-In Period pursuant to §IV.A.6 (allowing time for delays in mailing. In no event shall payments be made to Class Members prior to the date provided in §IV.A.6, and preparation of the Distribution Plan (“Claims Payment Date”).

### **B.6 Maintenance and Preservation of Records**

The Class Action Settlement Administrator shall keep a clear and careful record of all communications with Claimants, all claims decisions, all expenses, and all tasks performed in administering the claims process.

### **B.7 Method of Submitting Claims**

Claims may be submitted on the Claim Form in hard copy by mail, or online through an internet-based Claim Form. The Class Action Settlement Administrator shall establish and maintain a special internet site, easily accessible through commonly used Internet Service Providers, for the submission of claims. The internet site may be the same site as the Settlement Website. The site shall be maintained continuously until the end of the Claim-In Period. The site address shall be identified in the Class Notice. The Class Notice shall specify that claims must be submitted before the Claims Deadline. The Class Action Settlement Administrator shall be solely responsible for receiving and processing requests for Claim Forms and for promptly delivering Claim Forms to the Class Members who request them. The Claim Forms on the internet site and the hard copy Claim Forms shall be identical in content and shall conform with ¶ B.8, below. The Class Action Settlement Administrator also shall establish a toll free number which will have recorded information answering questions about the claims submission process and representatives available to answer questions.

### **B.8 Claim Forms**

All claims shall be submitted on Claim Forms substantially in the form attached to the Stipulation as Exhibit A. Claimants may fill out the Claim Form electronically via the website, and such Claimants shall be required to electronically verify that they are submitting information under penalty of perjury when required for a claim made pursuant to these protocols.

### **B.9 Approval or Denial of Claims**

After the Claims Deadline, the Class Action Settlement Administrator shall gather all Claim Forms, whether submitted by internet website or by mail. Before the Claims Payment Date, the Class Action Settlement Administrator shall select the claims which will be paid and the amount of each such payment (“Approved Claims”) and claims that will not be paid (“Rejected Claims”). The Class Action Settlement Administrator shall determine whether claims are Approved Claims or Rejected Claims, subject to pro rata reduction, by the following criteria:

### **B.9.1 Duplicative Claims**

No Claimant may submit more than one Claim Form, and two or more Claimants may not submit Claim Forms for all or part of the same purchase. After the Claims Deadline but before considering any claims, the Class Action Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Claimant (“Duplicative Claim Forms”). The Class Action Settlement Administrator shall determine whether there is any duplication of claims, if necessary by contacting the Claimant(s) or their counsel. The Class Action Settlement Administrator shall designate any such Duplicative Claims as Rejected Claims to the extent they allege the same damages or allege damages on behalf of the same Claimant.

### **B.9.2 Category 1 Claims**

All Claimants seeking \$5.00 or less in total relief shall be described as having “Category 1 Claims.” For Category 1 Claims, the Class Action Settlement Administrator shall examine the Claim Form before designating the claim as an Approved Claim, to determine that the information on the Claim Form is sufficiently completed to permit a check to be prepared and mailed to the Claimant. The Class Action Settlement Administrator in its discretion may examine and verify a random sample of Category 1 Claims to prevent fraud and abuse and take other steps to prevent fraud and abuse.

### **B.9.3 Category 2 Claims**

Any claims which seek more than \$5.00 and up to \$10.00 in total relief shall be treated as “Category 2 Claims.” Category 2 Claims shall be handled by the same claims criteria as Category 1 Claims, except that the Class Action Settlement Administrator shall examine the Claim Form before designating the claim as an Approved Claim, to determine that the information on the Claim Form is reasonably complete and that the Claimant has signed the Claim Form under penalty of perjury attesting to the amount of the Product purchased. If the Claim Form is not signed, but the Claim Form otherwise meets the requirements of a Category 2 Claim, then the claim nonetheless may be approved as a Category 2 Claim at the discretion of the Class Action Settlement Administrator, provided sufficient funds exist to pay all otherwise valid claims in full from the Net Settlement Fund and there is no reasonable indication of fraud or abuse.

### **B.9.4 Untimely or Incomplete Claims**

The Class Action Settlement Administrator shall, in its discretion, decide whether to accept Claim Forms submitted after the Claims Deadline. In deciding whether to accept a late-submitted Claim Form, the Class Action Settlement Administrator shall take into account whether enough money exists in the Net Settlement Fund to pay all valid and timely submitted claims in full, and the length of time the Claim Form was submitted after the Claims Deadline, including whether the late submitted claim would delay the distribution of the Settlement Fund to Claimants and the reasons for the late submission of the Claim Form. Whenever reasonably possible, if a Claim Form is valid but untimely, it shall be paid provided the Net Settlement Fund is sufficient to pay in full all valid and timely submitted claims. In the event the Class Action Settlement Administrator determines that the Claim Form is materially incomplete, but may be cured by the Claimant, the Class Action Settlement

Administrator shall contact the Claimant to cure any deficiency with the Claim Form, if reasonably practical.

**B.10 Distribution Plan**

Within 20 days after the conclusion of the Claim-In Period, the Class Action Settlement Administrator shall deliver the Distribution Plan. Upon specific request by Defendant or Class Counsel or Defendant's Counsel, the Class Action Settlement Administrator also shall provide all information gathered in investigating the claim including copies of all correspondence and email and all notes of the Class Action Settlement Administrator, the decision reached, and all reasons supporting the decision.

**B.11 Class Action Settlement Administrator's Fees and Expenses**

As provided in §IV.A(2), the actual cost of the Class Action Settlement Administrator shall be paid from the Settlement Fund after the conclusion of the Claim-In Period at the time of distribution of the Settlement Fund proceeds. The Class Action Settlement Administrator shall take all reasonable efforts to administer the claims efficiently and avoid unnecessary fees and expenses. The Class Action Settlement Administrator shall only be reimbursed for fees and expenses supported by detailed and clear timesheets and receipts for costs. As soon as work commences, the Class Action Settlement Administrator shall provide a detailed written accounting of all fees and expenses on a monthly basis to Class Counsel and Defendant's Counsel, and shall respond promptly to inquiries by Class Counsel and Defendant's Counsel concerning fees and expenses.

**B.12 Access to Information from the Class Action Settlement Administrator**

The Parties are entitled to observe and monitor the performance of the Class Action Settlement Administrator to assure compliance with the Stipulation and the Claims Protocols. The Class Action Settlement Administrator shall promptly respond to all inquiries and requests for information made by either Defendant, Class Counsel or Defendant's Counsel.

# EXHIBIT C

**If you purchased Wrigley’s Eclipse® Gum or Mints in Packaging with a “NATURAL GERM KILLING” message in the United States, you may be entitled to a cash refund from a class action settlement.**

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

This Notice advises you of a proposed class action settlement. The settlement resolves a lawsuit over whether Wm. Wrigley Jr. Company (“Wrigley”) falsely advertised the “germ kill” benefit for its Eclipse® gum and mints brand with Magnolia Bark Extract sold in the United States after June 1, 2008. You should read this entire Notice carefully because your legal rights are affected whether you act or not.

<b>SUBMIT THE YELLOW CLAIM FORM</b>	The only way to get a cash refund.
<b>EXCLUDE YOURSELF</b>	Get out of the lawsuit and the settlement. Get no cash refund.
<b>OBJECT OR COMMENT</b>	Write the Court about why you do, or do not, like the settlement.
<b>DO NOTHING</b>	You will get no cash refund. However, any leftover money will be donated to one or more charities.

Your rights and options - **and the deadlines to exercise them** - are explained in this notice.

Para una notificación en Español, llamar o visitar [[www.\\_\\_\\_\\_\\_](#)].

**Questions? Visit [[www.\\_\\_\\_\\_\\_](#)]  
DO NOT CALL WRIGLEY OR THE COURT.  
**Do Not Forget To Return The Yellow Claim Form****

### **What is this Notice and why is it important?**

The Court sent you this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

A class action is a lawsuit in which one or more individuals sue an individual(s), company or other entity on behalf of all other people who are in a similar position. Collectively, these people are referred to as a "Class" or "Class Members." In a class action, the court resolves certain legal issues, legal claims and defenses for all class members in one lawsuit, except for those who ask to be excluded from the class. (See below for more information about excluding yourself from the Class.)

### **What is this Lawsuit about?**

The Lawsuit claimed that Wrigley falsely advertised the "germ kill" benefits of its Eclipse® gum and mints branded products with Magnolia Bark Extract in the United States as of June 1, 2008. Eclipse® gum and mints were sold with the "germ kill" message nationwide beginning in June 1, 2008. Wrigley stands by its advertising and denies it did anything wrong.

### **Why is there a settlement?**

The Court did not decide who was right. Instead, both sides agreed to a settlement. By agreeing to a settlement, the Parties avoid the costs and risk of a trial and the Class will get compensation. The Class Representative and her attorneys believe that the settlement is in the best interests of the Class Members.

### **How do I know if I am in the Settlement Class?**

To receive money from this settlement, you first have to determine if you are a Class Member. Class Members are those persons who purchased Eclipse® gum or mints in packaging with a "NATURAL GERM KILLING" message in the United States after June 1, 2008 up until the date this Notice was published. Excluded from the Class are Wrigley's officers, directors and employees, those who purchased the Products for the purpose of resale.

### **What cash payments does the settlement provide?**

If you do not make a claim, then any money that is left over will be donated to one or more charities. Class Members may seek reimbursement of up to \$10 of the price of the gum and mints purchased. To receive payment, Claim Forms MUST be completed and either be submitted online ([www.](http://www.)) or postmarked by \_\_\_\_\_, 2010.

To receive reimbursement for purchases of up to \$5, complete and return the Claim Form. To obtain more than \$5, you MUST also sign the Claim Form.

**Questions? Visit [[www.](http://www.)]  
**DO NOT CALL WRIGLEY OR THE COURT.**  
**Do Not Forget To Return The Yellow Claim Form****

The actual amount a Class Member receives will depend on the amount of money available from the Settlement Fund described below and the number of claims made. If the total of valid claims is less than the amount of money available to pay them, then Class Members submitting valid claims will receive the full amount of the recovery they sought, up to \$10. All money that is left over will be donated to one or more charities. If the total of valid claims exceeds the amount of money available to pay them, then each award will be reduced pro rata.

You may request a Claim Form online or by calling XXX-XXX-XXXX.

### **The Settlement Fund**

Wrigley has agreed to create a fund for the settlement of up to \$7 million. This fund will be used to pay valid claims submitted by Class Members, the costs to notify the Class about this Lawsuit and the settlement, the costs to administer the settlement, class representative incentive awards, and payment of the attorneys representing the Class and related litigation expenses. If the total amount of valid claims submitted exceeds \$6 million less the costs, awards and fees set forth above, Wrigley will supplement the fund by an amount necessary to pay all eligible claims, up to an additional \$1 million.

### **When will I get my cash payment?**

Cash payments will be made if the Court gives its final approval to the proposed settlement and after the final approval is no longer subject to appeal.

A Settlement Hearing is scheduled for \_\_\_\_\_ 2010. If the Court approves the settlement and there are no appeals, the cash will be distributed approximately 130 days after the Settlement Hearing. If the Court does not approve the settlement, or if the settlement is overturned on appeal, no cash payments will be made.

### **How will Wrigley revise the Product's marketing and labeling?**

Under the settlement, Wrigley agreed to make certain changes to the Product's marketing and labeling. Details are described in the Settlement Agreement, which is available at [[www.\\_\\_\\_\\_\\_](#)].

### **Who represents my interests in the settlement?**

The Court has appointed the Plaintiff who brought the Lawsuit as the class representative. Class Counsel are the lawyers for the Class. The class representative and Class Counsel will act as your representatives for this settlement if you do not exclude yourself from the Class.

The Court has appointed several law firms to represent you, including:

Timothy G. Blood  
Blood Hurts & O'Reardon LLP  
600 B Street, Suite 1550  
San Diego, CA 92101  
Telephone: 619/338-1100  
Website: [www.bholaw.com](http://www.bholaw.com)

Jonathan M. Stein  
Robbins Geller Rudman & Dowd LLP  
120 East Palmetto Park Road, Suite 500  
Boca Raton, FL 33432  
Telephone: 561/750-3000

**Questions? Visit [[www.\\_\\_\\_\\_\\_](#)]**  
**DO NOT CALL WRIGLEY OR THE COURT.**  
**Do Not Forget To Return The Yellow Claim Form**

Adam Balkan  
Balkan & Patterson LLP  
601 S. Federal Highway, Suite 302  
Boca Raton, FL 33432  
Telephone: 561/750-9191

### **Do I have to pay money to participate in the Class?**

No. You will not be responsible for any cost or attorneys' fees incurred in this Lawsuit. If the Court approves the proposed settlement, Class Counsel will request that the Court award attorneys' fees in an amount not to exceed \$2 million, plus reasonable expenses.

The Plaintiff will also ask the Court for an incentive award of \$10,000, for her costs, time and effort acting as the Plaintiff and for her willingness to bring this litigation and act on behalf of other consumers.

### **Can I exclude myself from the settlement?**

You have the right not to be part of the Lawsuit by excluding yourself or "opting out" of the Class. If you wish to exclude yourself, you must send a letter or postcard, postmarked no later than \_\_\_\_\_, 2010 to Wrigley Class Action Settlement Administrator, [administrator address]. Your letter must request exclusion from the Class and must be signed by you. You must include your full name, address, and telephone number. If you do not include the required information or submit your request for exclusion on time, you will remain a Class Member and be bound by the settlement and Final Judgment and Order. If you exclude yourself from the Class, you give up your right to receive any money from the settlement, and you will not be bound by the settlement or Final Judgment and Order, and you will not be barred from pursuing any individual claim you may otherwise have relating to the subject matter of the Lawsuit.

### **I wish to object to the settlement. What do I do?**

If there is something about the settlement that you do not like, you may file an objection with the Court. You will still be in the settlement, remain a Class Member, and will receive benefits if the settlement is approved and you timely submit your Claim Form. ***Even if you object, you should return the yellow Claim Form to receive a cash payment.***

If you want to object, you must submit your objection in writing to the Court. Your objection must include:

- (1) Your name, address, and telephone number;
- (2) Your signature;
- (3) The reasons why you object;
- (4) The case name and number of this lawsuit, which is *Smith v. Wrigley*, Case No. 09-60646; and
- (5) If you are represented by a lawyer, the name, address and telephone number of that lawyer.

**You must file your written objection with the Court no later than \_\_\_\_\_, 2010,** at Clerk of the Court, United States District Court Southern District of Florida – Ft. Lauderdale Division, 299 East Broward

**Questions? Visit [[www. \\_\\_\\_\\_\\_](#)]  
**DO NOT CALL WRIGLEY OR THE COURT.**  
**Do Not Forget To Return The Yellow Claim Form****

Boulevard Room 108, Fort Lauderdale, FL 33301. You **must** also send a copy of your objection to Class Counsel and Wrigley's Counsel at:

Counsel for Plaintiff:

Timothy G. Blood  
Thomas J. O'Reardon II  
Blood Hurst & O'Reardon LLP  
600 B Street, Suite 1550  
San Diego, California 92101  
Telephone: 619/338-1100

Jonathan M. Stein  
Cullin A. O'Brien  
Robbins Geller Rudman & Dowd LLP  
120 East Palmetto Park Road, Suite 500  
Boca Raton, FL 33432  
Telephone: 561/750-3000

Adam Balkan  
John Patterson  
Balkan & Patterson, LLP  
601 S. Federal Highway, Suite 302  
Boca Raton, FL 33432  
Telephone: 561/750-9191

Counsel for Defendant:

Thomas G. Hentoff  
Williams & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005  
Telephone: 202/434-5000

All objections must be received by the attorneys for the parties and by the Court by \_\_\_\_\_, or your objection will not be considered.

**When and where will the Court decide whether to approve the settlement?**

The Court has scheduled a Settlement Hearing at \_\_\_\_\_, 2010, in the United States District Court Southern District of Florida – Miami Division, 299 East Broward Boulevard, Room 203, Fort Lauderdale, Florida 33301 in the Hon. Judge James I. Cohn's Courtroom. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay the attorneys for the Class. After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

**Where do I get more information?**

Complete copies of the pleadings and other documents filed in this Litigation may be examined and copied during regular office hours at the Clerk of the Court, United States District Court Southern District of Florida – Ft. Lauderdale Division, 299 East Broward Boulevard Room 108, Fort Lauderdale, FL 33301.

The Settlement Agreement, Claim Form and other information are also available at [www.\_\_\_\_\_com].

**Questions? Visit [[www.\\_\\_\\_\\_\\_](#)]  
**DO NOT CALL WRIGLEY OR THE COURT.**  
**Do Not Forget To Return The Yellow Claim Form****

If you have any questions concerning any matter raised in this Notice, please visit [www.\_\_\_\_\_com].

**PLEASE DO NOT CALL OR WRITE WRIGLEY OR THE COURT FOR  
ADDITIONAL INFORMATION OR ADVICE.**

DATED: \_\_\_\_\_, 2010

\_\_\_\_\_  
THE HON. JAMES I. COHN  
UNITED STATES DISTRICT JUDGE

Questions? Visit [[www.\\_\\_\\_\\_\\_](#)]  
**DO NOT CALL WRIGLEY OR THE COURT.**  
**Do Not Forget To Return The Yellow Claim Form**

# EXHIBIT D

**LEGAL NOTICE**

**If you purchased Wrigley’s Eclipse® Gum or Mints in Packaging with a “NATURAL GERM KILLING” message in the United States, you maybe entitled to a cash refund from a class action settlement.**

**Para una notificación en Español, visite nuestro sitio Web, [www.](http://www.)**

A proposed settlement has been reached in a class action lawsuit about Wrigley’s advertising for Eclipse® gum and mints with Magnolia Bark Extract and its “germ kill” benefit. The lawsuit claims the advertising was not true. Wrigley stands by its advertising and denies it did anything wrong. However, Wrigley has settled to avoid the cost and distraction of litigation. If you’re a Class Member, you may send in the claim form below to get up to \$10. PLEASE NOTE: Any money left over from this settlement will be donated to one or more charities. By not submitting this claim form, you will make more money available for charitable donation.

A federal Court authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

**Am I a Class Member?** You’re a Class Member if you purchased, not for resale purposes, Eclipse® gum or mints in Packaging with “NATURAL GERM KILLING” message

in the United States after June 1, 2008 up until the present. **What does the settlement provide?** A cash fund of up to \$7 million will be created to reimburse Class Members for the Eclipse® gum they purchased and to pay case-related fees and expenses. Details about how much you may receive are available on the Claim Form below and at [www.](http://www.)

**What are my options?** To ask for cash and remain in the Class, you *must mail or submit a completed claim form online by [Month, Day, 2010]*. If you do not wish to participate in the settlement, you may exclude yourself from the Class by [Month, Day, 2010], or you may stay in the Class and object to the settlement by [Month, Day, 2010]. Visit the website for important information about these options.

The Court will hold a hearing on [Month, Day, 2010] to consider the settlement and Class Counsel’s request for up to \$2 million in attorneys’ fees, plus expenses. You don’t have to attend the hearing. For more information, visit [www.](http://www.)

<b>Smith v. Wm. Wrigley, Jr. Company</b>			
<b>CLAIM FORM</b>			
<b>You can also file on line at: [www._____com]</b>			
If submitting a claim for up to \$5.00, you must complete the required information below. If submitting a claim for up to \$10.00, you must complete the required information below and sign the Affirmation that you purchased the specified Product(s). All Claim Forms must be postmarked or submitted online by _____.			
PLEASE NOTE: Any money left over from this settlement will be donated to one or more charities. By not submitting this Claim Form you will make more money available for charitable donation.			
If mailing, please return this form to:		Wrigley Class Action Settlement Administrator [Address] [City, State]	
<b>CLASS MEMBER INFORMATION</b>			
NAME:		TELEPHONE OR EMAIL:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
<b>PURCHASE INFORMATION</b>			
Please provide the following information about the purchases of Wrigley Eclipse gum or mints with “NATURAL GERM KILLING” for which you seek recovery. If additional space is required, please attach additional pages. If you seek more than \$5.00, you may recover up to \$10.00 by also signing the Affirmation below.			
PRODUCT (WRIGLEY ECLIPSE GUM OR MINTS)	DATES OF PURCHASES (MONTH & YEAR)*	APPROXIMATE DOLLARS AMOUNT SPENT	LOCATIONS OF PURCHASES (STORE, CITY & STATE)
*Purchases must have been made after June 1, 2008.			
<b>AFFIRMATION (IF YOU SEEK MORE THAN \$5.00)</b>			
UNDER PENALTY OF PERJURY, I AFFIRM THAT I PURCHASED THE LISTED WRIGLEY ECLIPSE GUM OR MINTS IN PACKAGING WITH A “NATURAL GERM KILLING” MESSAGE IN THE UNITED STATES.			
SIGNATURE:		DATE:	

**CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE BY [MONTH DAY, 2010]  
QUESTIONS? VISIT [WWW.](http://www.) [.COM](http://www.)**

# EXHIBIT E

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Case No. 09-60646-Civ-Cohn/Seltzer

CAROL D. SMITH, on Behalf of Herself and )  
All Others Similarly Situated, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
WM. WRIGLEY JR. COMPANY, )  
 )  
Defendant. )  
\_\_\_\_\_ )

**[PROPOSED] JUDGMENT, FINAL ORDER AND DECREE**

Case No. 09-60646-Civ-Cohn/Seltzer

IT IS HEREBY ADJUDGED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Stipulation of Settlement dated \_\_\_\_\_, 2010 (“Stipulation”), attached as Exhibit A, and all terms used herein shall have the same meanings as set forth in the Stipulation unless set forth differently herein. The terms of the Stipulation are fully incorporated in this Judgment as if set forth fully here.

2. The Court has jurisdiction over the subject matter of this action and all Parties to the action, including all Settlement Class Members.

3. Pursuant to Federal Rules of Civil Procedure, Rule 23(b)(3), the Court hereby certifies the following Class:

All persons who purchased in the United States Eclipse gum or mints in packaging with a “NATURAL GERM KILLING” message from June 1, 2008 until [month, day, 2010] [the last date by which notice was provided to the Class]. Excluded from the Class are Defendant’s officers, directors and employees, and those who purchased the products for the purpose of resale.

4. Pursuant to Federal Rules of Civil Procedure, Rule 23(c)(3), all such Persons who satisfy the Class definition above, except those Class Members who timely and validly excluded themselves from the Class, are Settlement Class Members bound by this Judgment.

5. Pursuant to Federal Rules of Civil Procedure, Rule 23(a), the Court finds that the Plaintiff in the Litigation, Carol D. Smith, is a member of the Class, her claims are typical of the Class, and she fairly and adequately protected the interests of the Class throughout the proceedings in the Litigation. Accordingly, the Court hereby appoints Carol D. Smith as class representative.

6. The Court finds that the Class meets all requirements of Federal Rules of Civil Procedure, Rule 23(a) and (b)(3) for certification of the class claims alleged in the Complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the class representative

Case No. 09-60646-Civ-Cohn/Seltzer

and Class Counsel; (e) predominance of common questions of fact and law among the Settlement Class; and (f) superiority.

7. Having considered the factors set forth in Federal Rules of Civil Procedure, Rule 23(g)(1), the Court finds that Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement, and thus, hereby appoints Class Counsel as counsel to represent the Settlement Class Members.

8. The list of Persons excluded from the Class because they filed valid requests for exclusion (“Opt-Outs”) is attached hereto as Exhibit B. Persons who filed timely, completed Opt-Outs are not bound by this Judgment or the terms of the Stipulation and may pursue their own individual remedies against Defendant. However, such Persons are not entitled to any rights or benefits provided to Settlement Class Members by the terms of the Stipulation.

9. The Court directed that Class Notice be given to Class members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court’s Preliminary Approval Order and the Court-approved notice program, the Class Action Settlement Administrator caused to be posted and mailed or emailed to identified potential Class members who so requested the Notice of Class Action Settlement dated \_\_\_\_\_2010, which is Exhibit C to this Judgment, and caused to be published the Publication Notice of the proposed settlement, which is Exhibit D to this Judgment (together the “Class Notice”). The Declaration of **[SETTLEMENT ADMINISTRATOR]**, attesting to the dissemination of the Class Notice, demonstrates compliance with this Court’s Preliminary Approval Order. The Class Notice advised Class members of the terms of the settlement; of the Settlement Hearing, and their right to appear at such Settlement Hearing; of their rights to remain in, or opt out of, the Class and to object to the settlement; procedures for

Case No. 09-60646-Civ-Cohn/Seltzer

exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class.

10. The distribution of the Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rules of Civil Procedure, Rule 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

11. Pursuant to Federal Rules of Civil Procedure, Rule 23(e)(2), the Court finds after a hearing and based upon all submissions of the Parties and Interested Persons, the settlement proposed by the Parties is fair, reasonable, and adequate. The terms and provisions of the Stipulation are the product of lengthy, arms-length negotiations conducted in good faith and with the assistance of an experienced mediator, Rodney A. Max of Upchurch Watson White & Max. Approval of the Stipulation will result in substantial savings of time, money and effort to the Court and the Parties, and will further the interests of justice.

12. All Class members who have not timely and validly filed opt-outs are thus Settlement Class Members who are bound by this Judgment and by the terms of the Stipulation.

13. None of the settlement, this Judgment, nor the fact of the settlement constitutes any admission by any of the Parties of any liability, wrongdoing or violation of law, damages or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Wrigley Litigation.

14. The Court has considered the submissions by the Parties and all other relevant factors, including the result achieved and the efforts of Class Counsel in prosecuting the claims on behalf of the Class. Plaintiff initiated the Litigation, acted to protect the Class, and assisted her counsel. The efforts of Class Counsel has produced the Stipulation entered into in good faith, and which provides a fair, reasonable, adequate and certain result for the Class. Class Counsel is entitled to a reasonable

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Fee and Expense Award for their work, which the Court finds to be \$\_\_\_\_\_, and to recover \$\_\_\_\_\_ in expenses incurred in the Litigation. Further, Plaintiff is entitled to an incentive award of \$10,000.

15. The Court hereby dismisses with prejudice the action, and all Released Claims against each and all Released Persons and without costs to any of the Parties as against the others.

16. Without affecting the finality of this Judgment, the Court reserves jurisdiction over the implementation, administration and enforcement of this Judgment and the Stipulation, and all matters ancillary thereto.

17. The Court finding that no reason exists for delay in ordering final judgment pursuant to Federal Rules of Civil Procedure, Rule 54(b), the clerk is hereby directed to enter this Judgment forthwith.

18. The Parties are hereby authorized without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Stipulation, including without limitation, the forms to be used in the claims process, which are consistent with this Judgment and do not limit the rights of Class members under the Stipulation.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE JAMES I. COHN  
UNITED STATES DISTRICT JUDGE

# EXHIBIT F

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Case No. 09-60646-Civ-Cohn/Seltzer

CAROL D. SMITH, on Behalf of Herself and )  
All Others Similarly Situated, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
WM. WRIGLEY JR. COMPANY, )  
 )  
Defendant. )  
 )  
\_\_\_\_\_ )

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT, CONDITIONALLY CERTIFYING THE SETTLEMENT  
CLASS, PROVIDING FOR NOTICE AND SCHEDULING ORDER

Case No. 09-60646-Civ-Cohn/Seltzer

WHEREAS, Plaintiff<sup>1</sup> Carol D. Smith (“Plaintiff” or “Smith”) in this action entitled *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646 (S.D. Fla.) (the “Litigation”) and Wm. Wrigley Jr. Company (“Defendant” or “Wrigley”) have entered into a Stipulation of Settlement, filed May \_\_, 2010 (the “Stipulation”), after lengthy arms-length settlement discussions;

AND, WHEREAS, the Court has received and considered the Stipulation, including the accompanying exhibits;

AND, WHEREAS, the Parties have made an application, pursuant to Federal Rules of Civil Procedure, Rule 23(e), for an order preliminarily approving the settlement of this Litigation, and for its dismissal with prejudice upon the terms and conditions set forth in the Stipulation;

AND, WHEREAS, the Court has reviewed the Parties’ application for such order, and has found good cause for same.

NOW, THEREFORE, IT IS HEREBY ORDERED:

**A. The Settlement Class Is Certified**

1. Pursuant to Federal Rules of Civil Procedure, Rule 23, and for settlement purposes only, the Court hereby certifies this Litigation as a class action on behalf of the following Class:

All persons who purchased in the United States Eclipse gum or mints in packaging with a “NATURAL GERM KILLING” message from June 1, 2008 until the last date by which notice was provided to the Class. Excluded from the Class are Defendant’s officers, directors and employees, and those who purchased the products for the purpose of resale.

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<sup>1</sup> All defined terms contained herein shall have the same meanings as set forth in the Stipulation of Settlement (“Stipulation”).

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2. With respect to the Class, the Court preliminarily finds the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been met, in that: (a) the Class is so numerous that joinder of all individual Class members in the Litigation is impracticable; (b) there are questions of law and fact common to the Class and those common questions of law and fact predominate over any individual questions; (c) the claims of the class representative are typical of the claims of the Class; (d) the class representative and Class Counsel will fairly and adequately represent the interests of the Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby appoints the Plaintiff in the Litigation as class representative of the Class.

4. Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, the Court hereby appoints Class Counsel to represent the Class.

**B. The Stipulation Is Preliminarily Approved and Final Approval Schedule Set**

5. The Court hereby preliminarily approves the Stipulation and the terms and conditions of settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

6. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Stipulation, and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Stipulation.

7. Pursuant to of the Federal Rules of Civil Procedure, Rule 23(e) the Court will hold a final approval hearing (the "Settlement Hearing") on \_\_\_\_\_, 2010, at \_\_\_\_\_ a.m./p.m., in

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the Courtroom of the Honorable James I. Cohn, United States District Court for the Southern District of Florida, 299 East Broward Boulevard, Room 203, Fort Lauderdale, Florida 33301, for the following purposes:

(a) finally determining whether the Class meets all applicable requirements of Federal Rules of Civil Procedure, Rule 23 and, thus, the Class claims should be certified for purposes of effectuating the settlement; determining whether the proposed settlement of the Litigation on the terms and conditions provided for in the Agreement is fair, reasonable and adequate and should be approved by the Court;

(b) considering the application of Class Counsel for a Fee and Expense Award as provided for under the Stipulation;

(c) considering the application of Plaintiff for an incentive award for serving as class representative, as provided for under the Stipulation;

(d) considering whether the Court should enter the [Proposed] Judgment, Final Order and Decree;

(e) whether the release by the Settlement Class Members of the Released Claims as set forth in the Stipulation should be provided; and

(f) ruling upon such other matters as the Court may deem just and appropriate.

8. The Court may adjourn the Settlement Hearing and later reconvene such hearing without further notice to the Settlement Class Members.

9. The Parties may further modify the Stipulation prior to the Settlement Hearing so long as such modifications do not materially change the terms of the settlement provided thereunder. The

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Court may approve the Stipulation with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Settlement Class Members.

10. Class members must file and serve any objections to the proposed settlement no later than 30 days prior to the Settlement Hearing, including any memorandum and/or submissions in support of said objection, which deadline will be set forth in the Class Notice.

11. All papers in support of the Settlement and any application for a Fee and Expense Award and/or class representative incentive awards must be filed with the Court and served at least seven days prior to the Settlement Hearing.

**C. The Court Approves the Form and Method of Class Notice**

12. The Court approves, as to form and content, the proposed Notice of Class Action Settlement and Publication Notice (collectively the “Class Notice”), which are exhibits \_\_\_\_ and \_\_\_\_\_, respectively, to this Order.

13. The Court finds that the distribution of Class Notice substantially in the manner and form set forth in ¶¶5-16 of this Order and the Stipulation of Settlement meet the requirements of Federal Rules of Civil Procedure, Rule 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

14. The Court approves the designation of The Garden City Group, Inc. to serve as the Court-appointed Class Action Settlement Administrator for the settlement. The Class Action Settlement Administrator shall disseminate Class Notice and supervise and carry out the notice procedure, the processing of claims, and other administrative functions, and shall respond to Class member inquiries, as set forth in the Stipulation and this Order under the direction and supervision of the Court.

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15. The Court directs the Class Action Settlement Administrator to establish a Settlement Website, making available copies of this Order, Class Notice, Claim Forms that may be downloaded and submitted online or by mail, the Stipulation and all Exhibits thereto, frequently asked questions, a toll-free hotline, and such other information as may be of assistance to Class members or required under the Stipulation. The Claim Form shall be made available to Class members through the Settlement Website and on the websites of Class Counsel, at their options, no later than the Notice Date as defined below, and continuously thereafter through the Claim-In Period.

16. The Class Action Settlement Administrator is ordered to provide Class Notice no later than 60 days before the Settlement Hearing (the “Notice Date”).

17. The costs of the Class Notice, processing of claims, creating and maintaining the Settlement Website, and all other Class Action Settlement Administrator and Class Notice expenses shall be paid from the Settlement Fund in accordance with the applicable provisions of the Stipulation.

**D. Procedure for Class Members to Participate in the Settlement**

18. All Settlement Class Members shall be bound by all determinations and judgments in the Litigation concerning the settlement, whether favorable or unfavorable to the Class.

19. The Court approves the Parties’ proposed form of the Claim Form. Any Class member who wishes to receive money from the settlement shall complete a Claim Form in accordance with the instructions contained therein and submit it to the Class Action Settlement Administrator no later than 80 days after the date the Court enters the Judgment (“Claim-In Period”). Such deadline may be further extended without notice to the Class by Court order.

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20. The Class Action Settlement Administrator shall have the authority to accept or reject claims in accordance with the Stipulation, including the Claims Administration Protocols.

21. The Class Action Settlement Administrator shall send payment to eligible Settlement Class Members or, as applicable, a letter explaining the rejection of the claim, within 30 days of the Effective Date or 30 days from the close of the Claim-In Period, whichever is later.

22. Any Class member may enter an appearance in the Litigation, at his or her own expense, individually or through counsel. All Class members who do not enter an appearance will be represented by Class Counsel.

**E. Procedure for Requesting Exclusion from the Class**

23. Any Person falling within the definition of the Class may, upon his or her request, be excluded from the Class. Any such Person must submit a completed request for exclusion to the Clerk of the Court postmarked or delivered no later than 30 days before the Settlement Hearing (the “Opt-Out and Objection Deadline”), as set forth in the Class Notice. Requests for exclusion purportedly filed on behalf of groups of persons are prohibited and will be deemed to be void.

24. Any Class member who does not send a completed, signed request for exclusion to the Clerk of the Court postmarked or delivered on or before the Opt-Out and Objection Deadline will be deemed to be a Settlement Class Member for all purposes and will be bound by all further orders of the Court in this Litigation and by the terms of the settlement, if finally approved by the Court. The written request for exclusion must request exclusion from the Class, must be signed by the potential Settlement Class Member and include a statement indicating that the Person is a member of

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the Class. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Stipulation shall have no rights under the Stipulation and shall not be bound by the Stipulation or the Final Judgment and Order.

25. A list reflecting all requests for exclusions shall be filed with the Court by Defendant at or before the Settlement Hearing.

**F. Procedure for Objecting to the Settlement**

26. Any Class member who desires to object either to the settlement, Fee and Expense Award, or class representative incentive awards must timely file with the Clerk of this Court and timely serve on the Parties' counsel by hand or first-class mail a notice of the objection(s) and proof of membership in the Class and the grounds for such objections, together with all papers that the Class member desires to submit to the Court no later than 30 days prior to the Settlement Hearing. The Court will consider such objection(s) and papers only if such papers are received on or before the Opt-Out and Objection Deadline provided in the Class Notice, by the Clerk of the Court and by Plaintiff's Counsel and Wrigley's counsel. Such papers must be sent to each of the following persons:

Counsel for Plaintiff:

Timothy G. Blood  
Thomas J. O'Reardon II  
Blood Hurst & O'Reardon LLP  
600 B Street, Suite 1550  
San Diego, California 92101  
Telephone: 619/338-1100

Counsel for Defendant:

Thomas G. Hentoff  
Williams & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005  
Telephone: 202/434-5000

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Jonathan M. Stein  
Cullin A. O'Brien  
Robbins Geller Rudman & Dowd LLP  
120 East Palmetto Park Road, Suite 500  
Boca Raton, FL 33432  
Telephone: 561/750-3000

Adam Balkan  
John Patterson  
Balkan & Patterson, LLP  
601 S. Federal Highway, Suite 302  
Boca Raton, FL 33432  
Telephone: 561/750-9191

27. All objections must include the name, address, and telephone number of the Person submitting the objection, and the submitting Person's signature. Each Person submitting an objection must state whether he or she (or his or her attorney) intends to appear at the Settlement Hearing.

28. All objections must be filed with the Clerk and served on the Parties' counsel as set forth above no later than Opt-Out and Objection Deadline. Objections received after the Opt-Out and Objection Deadline will not be considered at the Settlement Hearing.

29. All objections must include a reference to *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646 (S.D. Fla.); the name of the Class member on whose behalf the objection is being submitted; and the Class member's address and telephone number. Attendance at the Settlement Hearing is not necessary; however, any Class member wishing to be heard orally with respect to approval of the settlement, the application for the Fee and Expense Award, or the application for class representative incentive awards, are required to provide written notice of their intention to appear at the Settlement Hearing no later than the Opt-Out and Objection Deadline as set forth in the Class Notice. Class members who do not oppose the settlement, the applications for the Fee and Expense Award, or class representative incentive awards need not take any action to indicate their approval.

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A Person's failure to submit a written objection in accordance with the Opt-Out and Objection Deadline and the procedure set forth in the Class Notice waives any right the Person may have to object to the settlement, Fee and Expense Award, or class representative incentive awards, or to appeal or seek other review of the Final Judgment and Order.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE JAMES I. COHN  
UNITED STATES DISTRICT JUDGE

# EXHIBIT G



**Wrigleys Eclipse Notice Plan**  
Prepared: April 8, 2010

**Program Parameters**

Geography: National  
Estimated Lead Time: 12 weeks  
Estimated Word Count: 550

**Magazines**

	Circulation	Frequency	Unit Size	Insertions
<i>People</i>	3,615,858	Weekly	1/2 Page	1
<i>Better Homes &amp; Gardens</i>	7,634,197	Monthly	1/2 Page	1
<b>Subtotal:</b>	<b>11,250,055</b>			<b>2</b>

**Internet**

	URL	Duration	Estimated Impressions	Unit Size
Facebook	<a href="http://www.facebook.com">www.facebook.com</a>	1 month	37,037,037	160 x 600
On Line National Network Buy - Placement on over 350 local newspaper and television websites.	<a href="#">Various</a>	1 month	16,666,667	728 x 90
Weather Run of Forecast	<a href="http://www.weather.com">www.weather.com</a>	1 month	1,818,182	300 x 250
CNN Run of Story Pages/All News	<a href="http://www.cnn.com">www.cnn.com</a>	1 month	2,500,000	300 x 250
Univision	<a href="http://www.univision.com">www.univision.com</a>	1 month	1,875,000	728 x 90
AOL ROS	<a href="http://www.aol.com">www.aol.com</a>	1 month	15,723,270	728 x 90
Yahoo ROS**	<a href="http://www.yahoo.com">www.yahoo.com</a>	1 month	13,440,860	728 x 90
<b>Subtotal:</b>			<b>89,061,016</b>	

**Media Outreach**

PR Newswire - Press release of approximately 700 words distributed to US1 and National Hispanic Newslines

# EXHIBIT H

## SETTLEMENT REACHED IN WRIGLEY ECLIPSE® CLASS ACTION LAWSUIT

**Chicago, IL – June XX, 2010** – In May 2009, a class action lawsuit was filed against the Wm. Wrigley Jr. Company, maker of Eclipse chewing gum and mints. The lawsuit alleged misleading advertising about the germ-killing properties of Wrigley's Eclipse products.

Today, the parties announced that they have reached a settlement, subject to approval by the U.S. District Court for the Southern District of Florida, in which Wrigley will create a fund of \$6 million (plus up to an additional \$1 million if needed to satisfy claims) to reimburse eligible consumers up to \$10 for qualified purchases of Eclipse chewing gum and mint products with a "natural germ killing" message, and to cover the other costs associated with the settlement.

Additionally, Wrigley will make certain changes to its marketing and labeling of this product.

"Wrigley has agreed to a settlement of this lawsuit to prevent further distraction to its business and denies any wrongdoing," said Paul Chibe, Wrigley Vice President and General Manager U.S. Gum and Mints.

"We are proud of the benefits that this settlement achieves for consumers," said Jonathan Stein, a partner at Robbins Geller Rudman & Dowd LLP, one of the lead counsel in the case.

"Consumers deserve well-supported advertising," added Stein's co-lead counsel, Timothy Blood of Blood Hurst & O'Reardon, LLP.

For more information about the settlement, including the process for filing reimbursement claims and other options, consumers will be able to visit [www.EclipseSettlement.com](http://www.EclipseSettlement.com) or [www.rgrdlaw.com/Eclipse](http://www.rgrdlaw.com/Eclipse).

For more information about Wrigley and its products, visit [www.wrigley.com](http://www.wrigley.com).

For media inquiries concerning the class or the settlement, contact Timothy Blood, 619-338-1100 or [tblood@bholaw.com](mailto:tblood@bholaw.com), or Jonathan Stein, 561-750-3000 or [jstein@rgrdlaw.com](mailto:jstein@rgrdlaw.com).

For more information about Robbins Geller, visit [www.rgrdlaw.com](http://www.rgrdlaw.com).

For more information about Blood Hurst, visit [www.bholaw.com](http://www.bholaw.com).

For media inquiries regarding Wrigley, contact: Jennifer Jackson-Luth, Wrigley, North American Communications, 312-212-7733 or [jennifer.jacksonluth@wrigley.com](mailto:jennifer.jacksonluth@wrigley.com)