STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-19- 220

STATE OF MAINE,	)	
Plaintiff	)	
v.	)	**CONSENT JUDGMENT**
JOHNSON & JOHNSON and ETHICON, INC.,	)	
Defendants	)	

Plaintiff, the State of Maine ("Plaintiff"), by and through its Attorney General Aaron M. Frey, has filed a Complaint for a permanent injunction and other relief in this matter pursuant to 5 M.R.S.A. § 209 of the Maine Unfair Trade Practices Act (the "MUTPA," 5 M.R.S.A. §§ 205-A through 214) alleging that Defendants Johnson & Johnson and Ethicon, Inc., a wholly-owned subsidiary of Defendant Johnson & Johnson, committed violations of the aforementioned Act. Plaintiff, by its counsel, and Defendants, by counsel, have agreed to the entry of this Consent Judgment ("Judgment") by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

IT IS HEREBY ORDERED THAT:

I. FINDINGS

1.1 This Court has jurisdiction over the subject matter of this lawsuit and over all Parties.

1.2 The terms of this Judgment shall be governed by the laws of the State of Maine.

1.3 Entry of this Judgment is in the public interest and reflects a negotiated agreement among the Parties.

1.4 The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering into this Judgment.[1]

1.5 Defendants are willing to enter into this Judgment regarding the Covered Conduct in order to resolve the Attorneys General's concerns under the State Consumer Protection Laws as to the matters addressed in this Judgment and thereby avoid significant expense, inconvenience, and uncertainty.

1.6 Defendants are entering into this Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny. Defendants do not admit any violation of the State Consumer Protection Laws set forth in footnote 4, and do not admit any wrongdoing that was or could have been alleged by any Attorney General before the date of the Judgment under those laws. No part of this Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose.

1.7 This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Defendants in any other action, or of Defendants' right to defend from, or make any arguments in, any private individual action, class claims or suits, or any other governmental or regulatory action relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, a State may file an action to enforce the terms of this Judgment.

[1] This Judgment is entered into pursuant to and subject to the State Consumer Protection Laws cited in footnote 4.

1.8 It is the intent of the Parties that this Judgment not be admissible in other cases or binding on Defendants in any respect other than in connection with the enforcement of this Judgment.

1.9 No part of this Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute.

1.10 This Judgment (or any portion thereof) shall in no way be construed to prohibit Defendants from making representations with respect to any Ethicon products that are required under Federal law or regulations or in Food and Drug Administration ("FDA") approved or cleared Labeling.

1.11 Nothing in this Judgment shall require Defendants to:

(a). Take any action that is prohibited by the Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq*. ("FDCA") or any regulation promulgated thereunder, or by the FDA; or

(b). Fail to take any action that is required by the FDCA or any regulation promulgated thereunder, or by the FDA.

II. DEFINITIONS

The following definitions shall be used in construing the Judgment:

2.1 "Covered Conduct" shall mean Ethicon's marketing and promotional practices, and dissemination of information to Health Care Providers ("HCPs") and consumers, regarding Surgical Mesh products up to the Effective Date of the Judgment.

2.2 "Effective Date" shall mean the date on which a copy of the Judgment, duly executed by Defendants and by the Signatory Attorney General, is approved by, and becomes a Judgment of the Court.

2.3 "Health Care Provider" or "HCP" shall mean any physician or other health care

practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and/or medical devices.

2.4 "Defendants" shall mean Johnson & Johnson, Ethicon, Inc., and all of their officers, directors, employees, representatives, agents, affiliates, parents, subsidiaries, assigns and successors.

2.5 "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing Florida, Indiana, Maryland, Ohio, South Carolina, and Texas.

2.6 "Multistate Working Group" shall mean the Attorneys General and their staffs representing Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Delaware, Florida, Georgia, Hawaii[2], Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah[3], Vermont, Virginia, and Wisconsin.

2.7 "Parties" shall mean Defendants as defined in Subsection 2.4 and the Signatory Attorney General.

2.8 "Promotion," "Promotional," "Promoting," "Promote," or "Promoted" shall mean any representation made to HCPs, patients, consumers, payors or other customers, and other practices intended to increase sales or that attempt to influence prescribing practices of HCPs.

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[2] Hawaii is being represented on this matter by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity, the entire group will be referred to as the "Attorneys General," and such designation, as it includes Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

[3] With regard to Utah, the Utah Division of Consumer Protection is charged with administering and enforcing the Consumer Sales Practices Act, the statute relevant to this Judgment. References to the "States," "Parties," or "Attorneys General," with respect to Utah, refers to the Utah Division of Consumer Protection.

2.9 "Risks" shall mean the complications of Surgical Mesh, including complications discovered subsequent to the Effective Date, which constitute clinically significant risks material to an HCP's decision to implant Surgical Mesh. Risks shall be set forth in the Surgical Mesh Instructions-for-Use/Information-for-Use ("IFU/IFUs"), and include the following:

- Complications that cannot be eliminated with surgical technique;
- Complications that are specifically associated with the use of Surgical Mesh (as opposed to non-mesh surgery); and
- Complications that are otherwise specified in this Judgment.

2.10 "Signatory Attorney General" shall mean the Attorney General of Maine, or his authorized designee, who has agreed to this Judgment.

2.11 "Sponsor," "Sponsorship," or "Sponsored" shall mean to pay for in whole or in part, to provide financial support or subsidization, or to provide goods or materials of value in support, but does not include de minimis contributions of money, goods, or materials.

2.12 "State Consumer Protection Laws" shall mean the consumer protection laws cited in footnote 4 under which the Attorneys General have conducted the investigation.[4]

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[4]ALABAMA – Alabama Deceptive Trade Practices Act § 8-19-1 *et seq.* (2002); ALASKA – Alaska Unfair Trade Practices and Consumer Protection Act AS 45.50.471 – 45.50.561; ARIZONA - Consumer Fraud Act, A.R.S. §44-1521 et seq.; ARKANSAS – Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, et seq.; COLORADO – Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101 et seq.; CONNECTICUT – Connecticut Unfair Trade Practices Act, Conn. Gen Stat. §§ 42-110a through 42-110q; DELAWARE – Delaware Consumer Fraud Act, Del. CODE ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901 et seq.; FLORIDA – Florida Deceptive and Unfair Trade Practices Act, Part II, Chapter 501, Florida Statutes, 501.201 et. seq.; GEORGIA - Fair Business Practices Act, O.C.G.A. Sections 10-1-390 et seq.; HAWAII – Uniform Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A and Monopolies; Restraint of Trade, Haw. Rev. Stat. Chpt. 480; IDAHO – Idaho Consumer Protection Act, Idaho Code § 48-601 et seq.; ILLINOIS – Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 510/1 et seq. and Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 et seq.; INDIANA – Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-0.1 to 24-5-0.5-12; IOWA - Iowa Consumer Fraud Act, Iowa Code Section 714.16; KANSAS - Kansas Consumer Protection Act, K.S.A. 50-623 et seq.; LOUISIANA – Unfair Trade-Practices and Consumer Protection Law, LSA-R.S. 51:1401, et seq.; MAINE – Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A through 214; MARYLAND - Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 et seq.; MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2 and 4; MICHIGAN – Michigan Consumer Protection Act, MCL § 445.901 et seq.; MISSOURI – Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 et seq.; MONTANA – Montana Consumer Protection Act §§ 30-14-101 et seq.; NEBRASKA – Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 et seq. and Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301 et seq.;

2.13 "Surgical Mesh" shall mean any medical device (as the term "device" is defined in 21 U.S.C. § 321(h)) that contains synthetic, multi-strand, knitted or woven mesh and that is intended for transvaginal implantation in the pelvic floor to treat stress urinary incontinence ("SUI") and/or pelvic organ prolapse ("POP").

2.14 "Valid Scientific Evidence" shall have the meaning set forth in 21 CFR § 860.7.

2.15 Any reference to a written document shall mean a physical paper copy of the document, electronic version of the document, or electronic access to such document.

III. COMPLIANCE PROVISIONS

A. General Provision

3.1 Ethicon shall not violate 5 M.R.S.A. § 207 of the MUTPA in Promoting Surgical Mesh or in any material accompanying its Surgical Mesh.

B. Device Labeling: Warnings and Precautions, Adverse Reactions and Other Adverse Reactions

The following subsections of Section III shall be effective for five (5) years from the Effective Date of this Judgment.

3.2 As soon as practicable, but no later than 24 months from the Effective Date of this Judgment, Ethicon shall, in addition to disclosing the relevant hazards, contraindications, side

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NEVADA – Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 et seq.; NEW JERSEY – New Jersey Consumer Fraud Act, NJSA 56:8-1 et seq.; NEW MEXICO – NMSA 1978, § 57-12-1 to -26 (1967, as amended through 2019); NEW YORK – General Business Law Art. 22-A, §§ 349-50, and Executive Law § 63(12); NORTH CAROLINA – North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. 75-1.1, et seq.; NORTH DAKOTA – Unlawful Sales or Advertising Practices, N.D. Cent. Code § 51-15-02 et seq.; OHIO – Ohio Consumer Sales Practices Act, R.C. 1345.01, et seq.; OKLAHOMA – Oklahoma Consumer Protection Act 15 O.S. §§ 751 et seq.; PENNSYLVANIA – Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 et seq.; RHODE ISLAND – Deceptive Trade Practices Act, Rhode Island Gen. Laws § 6-13.1-1, et seq.; SOUTH CAROLINA – South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 et seq.; SOUTH DAKOTA – South Dakota Deceptive Trade Practices and Consumer Protection, SDCL ch. 37-24; TENNESSEE – Tennessee Consumer Protection Act, Tenn. Code Ann. 47-18-101 et seq.; TEXAS – Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. And Com. Code 17.41, et seq.; UTAH - Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-1 et seq.; VERMONT – Vermont Consumer Protection Act, 9 V.S.A. § 2451, et seq.; VIRGINIA-Virginia Consumer Protection Act, Va Code Ann. §59.1-196 et seq.; WISCONSIN – Wis. Stat. § 100.18 (Fraudulent Representations).

effects, and precautions that are set forth in its IFUs as of July 30, 2018, ensure that the IFUs for its Surgical Mesh devices:

(a). Do not represent that the Surgical Mesh provides *in vivo* elasticity, including *in vivo* elasticity in both directions.

(b). Do not represent that the Surgical Mesh will remain soft, supple, or pliable after implantation.

(c). Do not represent that any inflammatory or foreign body reaction is only transient or, in all instances, minimal.

(d). Do not represent that a foreign body reaction "may occur" with implantation of the device, but instead indicate that a foreign body reaction to the device will occur, the extent of which may differ and may result in adverse reactions, which may be ongoing.

(e). State that Risks include fistula formation, inflammation, and ongoing risks of mesh extrusion, exposure, and erosion into the vagina and other structures or organs.

(f). State that Risks include temporary or permanent voiding dysfunction or obstructive voiding in addition to, and independent from, temporary or permanent lower urinary tract obstruction caused by overcorrection.

(g) State that Risks include excessive contraction or shrinkage of the tissue surrounding the mesh.

(h). State that Risks include pain with intercourse and loss of sexual function, which in some patients may not resolve.

(i). State that Risks include that one or more revision surgeries may be necessary to treat complications that result from the implantation of a Surgical Mesh device, that revision surgeries may not resolve the complications, and that revision surgeries are also associated with a risk of adverse reactions.

(j). State that Risks include urge incontinence, including de novo urge incontinence.

(k). State that Risks include a risk of infection following transvaginal implantation.

(l). State that Risks include the risk of vaginal scarring from causes which include, but are not limited to, mesh exposure.

3.3 Risk information contained in any of Ethicon's Surgical Mesh IFUs shall only be removed if such a change is supported by Valid Scientific Evidence or undertaken at the behest of the FDA.

3.4 Ethicon shall evaluate emerging Risk information for Surgical Mesh, and as soon as practicable, modify Ethicon's Surgical Mesh IFUs to include any such emerging Risk information and communicate any modification of the Risk information in the Surgical Mesh IFUs to HCPs accordingly, and to the individuals responsible for Ethicon Marketing so as to modify any Promotional communication for Surgical Mesh in accordance with any modified Risk information.

3.5 Ethicon shall ensure that the language within each of its Surgical Mesh IFUs is internally consistent and that the language addressing Risks within a Surgical Mesh IFU is in no way contradicted by, or in any way conflicts with, other language within the IFU.

C. Promotion

3.6 Ethicon shall not make any representations in its Promotion for Surgical Mesh that contradict or are inconsistent with information, including Risk information, contained in the Surgical Mesh IFU or IFUs for the product or products addressed in the Promotion, including as such IFUs are amended pursuant to this Judgment, nor make any representations in its Promotion regarding Surgical Mesh that Ethicon has removed from any of its IFUs pursuant to this Judgment.

3.7 Ethicon shall not, in any Promotion for Surgical Mesh, represent or imply that Risks associated with Surgical Mesh can be eliminated with surgical experience or technique alone unless such claim is supported by Valid Scientific Evidence.

3.8 Ethicon shall not, in any Promotion for Surgical Mesh, misrepresent the extent to which Risks associated with Surgical Mesh are common to pelvic floor or other surgeries.

3.9 Ethicon shall not make any claim comparing the safety or efficacy of the use of Surgical Mesh to any non-mesh procedure unless the claim is supported by Valid Scientific Evidence.

3.10 Ethicon shall not represent in any Promotion for Surgical Mesh that Surgical Mesh is "FDA approved" or that it has undergone the FDA's Premarket Approval ("PMA") process, including any requirement for clinical trials, unless such is the case. Ethicon shall train each sales representative who promotes or sells any of Ethicon's Surgical Mesh products on the accurate FDA approval or clearance status of each Surgical Mesh product that the sales representative promotes or sells in advance of any such promotion or sale.

3.11 Ethicon shall not, in any Promotion for Surgical Mesh, misrepresent FDA update(s) or communication(s) regarding Surgical Mesh.

3.12 In any written or electronic Promotion that is intended to reach patients, consumers, or Health Care Providers, Ethicon shall include a complete description of Risks set forth in the respective IFU for the Surgical Mesh Product, but in written or electronic Promotion intended for patients or other non-Health Care Providers, in language that is understandable for the consumer or patient.

3.13 In any Promotion that is intended to reach HCPs that addresses any particular aspect of Surgical Mesh which is specifically addressed in the IFU for that Surgical Mesh device, Ethicon shall provide a complete description of the Risks set forth in the respective IFU for the Surgical Mesh Product which the Promotion addresses.

D. Health Care Provider Training

3.14 In any training that Ethicon Sponsors and/or undertakes to provide to any HCP regarding its Surgical Mesh, Ethicon shall ensure that such training informs the HCP about all Risks included in the applicable IFU. In addition, such training must otherwise comply with the requirements of Subsection C, above.

E. Sponsorship

3.15 By the following means, Ethicon shall ensure that its Sponsorship of any professional event, training material, clinical program, research, grant, or publication concerning Surgical Mesh is disclosed:

(a). When submitting a clinical study, clinical data, or pre-clinical data regarding Surgical Mesh for publication, Ethicon shall adhere to the most recent Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals developed by the International Committee of Medical Journal Editors ("ICMJE") guidelines for the naming of authors.

(b). In all contracts for consulting services regarding Surgical Mesh between Ethicon and any HCP or other author/consultant (hereinafter "HCP Contract"), Ethicon shall include a sponsorship disclosure provision under which the HCP or other author/consultant agrees that he or she shall, in terms and in a manner so as to be clearly noticed and understood by the audience, disclose in any public presentation or submission for publication Ethicon's Sponsorship of the contracted-for activities (including all Sponsorship information required by any publication's conflict disclosure requirements). Ethicon shall also include a disclosure clause in any HCP Contract under which the HCP or other author/consultant acknowledges that Ethicon may publicly report Ethicon's value transfers to him or her.

3.16 In all Ethicon-sponsored manuscripts, publications, or presentations reporting the results of an Ethicon-sponsored study, Ethicon shall disclose Ethicon's role as a Sponsor, and any author's potential conflict of interest, consistent with the conflict of interest disclosure requirements of the ICMJE.

F. Clinical Research

3.17 Ethicon shall, when citing to any clinical study, clinical data, or preclinical data in any Promotion, present a fair balance of that clinical study, clinical data, or preclinical data and disclose any role as a Sponsor.

3.18 Ethicon shall not use any Promotion that references clinical or preclinical data relating to any of its Surgical Mesh devices over which it has had possession, custody, or control unless Ethicon has retained possession, custody, or control over such clinical data or preclinical data.

G. Monitoring and Compliance

3.19 Ethicon shall be responsible for ensuring monitoring and compliance with the provisions of this Judgment.

IV. PAYMENT

4.1 No later than 30 days after the Effective Date of this Judgment, Defendants shall pay a total amount of One Hundred Sixteen Million Eight Hundred and Sixty Thousand Dollars ($116,860,000.00) to be divided and paid collectively by Defendants to each Signatory Attorney General of the Multistate Working Group in an amount to be designated by and in the sole discretion of the Multistate Executive Committee.[5] Said payment shall be used by the States as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to,

[5] The payment to the Signatory Attorney General under this Section shall be $1,515,946.44.

consumer protection enforcement, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for any lawful purpose, at the sole discretion of each Signatory Attorney General. The Parties acknowledge that the payment described herein is not a fine, penalty, or payment in lieu thereof.

V. ENFORCEMENT

5.1 For the purposes of resolving disputes with respect to compliance with this Judgment, should any of the Signatory Attorneys General have a reasonable basis to believe that Ethicon has engaged in a practice that violates a provision of this Judgment subsequent to the Effective Date, then such Attorney General shall notify Ethicon in writing of the specific objection, identify with particularity the provision of this Judgment that the practice appears to violate, and give Ethicon thirty (30) days to respond to the notification; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. Upon receipt of written notice, Ethicon shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why Ethicon believes it is in compliance with the Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how Ethicon intends to remedy the alleged breach. Nothing in this Section shall be interpreted to limit the State of Maine's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and Defendants reserve all of their rights in responding to a CID or investigative subpoena issued pursuant to such authority.

5.2 Upon giving Ethicon thirty (30) days to respond to the notification described above, the Signatory Attorney General shall also be permitted reasonable access to inspect and copy

relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Ethicon that relate to Ethicon's compliance with each provision of this Judgment pursuant to that State's CID or investigative subpoena authority. If the Signatory Attorney General makes or requests copies of any documents during the course of that inspection, the Signatory Attorney General will provide a list of those documents to Ethicon.

5.3 The State may assert any claim that Ethicon has violated this Judgment in a separate civil action to enforce compliance with this Judgment, or may seek any other relief afforded by law for violations of the Judgment, but only after providing Ethicon an opportunity to respond to the notification described in Subsection 5.1 above; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

VI. RELEASE

6.1 Released Claims. By its execution of this Judgment, the State of Maine releases and forever discharges Defendants and their past and present officers, directors, employees, representatives, agents, affiliates, parents, subsidiaries, predecessors, assigns and successors (collectively, the "Releasees") from the following: all civil causes of action, claims, damages, costs, attorney's fees, or penalties that the Maine Attorney General has asserted or could have asserted against the Releasees under the State Consumer Protection Laws resulting from the Covered Conduct up to and including the Effective Date.

6.2 Claims Not Covered. Notwithstanding any term of this Judgment, specifically reserved and excluded from the release in Subsection 6.1 as to any entity or person, including Releasees, are any and all of the following:

(a). Any criminal liability that any person or entity, including Releasees, has or may have to the State of Maine;

(b). Any civil or administrative liability that any person and/or entity, including Releasees, has or may have to the State of Maine not expressly covered by the release in Subsection 6.1, including, but not limited to, any and all of the following claims:

i. State or federal antitrust violations;

ii Claims involving "best price," "average wholesale price," "wholesale acquisition cost," or any reporting practices;

iii. Medicaid claims including, but not limited to, Medicaid fraud or abuse (whether common law, statutory or otherwise), and/or kickback violations related to any state's Medicaid program;

iv. State false claims violations; and

v. Claims to enforce the terms and conditions of this Judgment.

(c). Actions of, or on behalf of, state program payors of the State of Maine arising from the purchase of Surgical Mesh.

(d). Any claims individual consumers have or may have under above-cited State Consumer Protection Laws against any person or entity, including the Releasees.

6.3 Nothing contained in this Judgment shall relieve Defendants of the obligations they maintain under any other Judgment or agreement relating to any product.

VII. ADDITIONAL PROVISIONS

7.1 Nothing in this Judgment shall be construed to authorize or require any action by Defendants in violation of applicable federal, state, or other laws.

7.2 Modification. The Judgment may be modified by a stipulation of the Parties, once the stipulation is approved by and becomes a judgment of the Court, or by court proceedings resulting in a modified judgment of the Court.

7.3 The Defendants shall not cause or encourage third parties, nor knowingly permit third parties acting on the behalf of either Defendant, to engage in practices from which either Defendant is prohibited by this Judgment.

7.4 The acceptance of this Judgment by the State of Maine shall not be deemed approval by the State of Maine of any of Defendants' past, present, or future advertising or business practices. Further, neither Defendants nor anyone acting on their behalf shall state or imply, or cause to be stated or implied, that the State of Maine or any other governmental unit of the State of Maine has approved, sanctioned or authorized any past, present, or future practice, act, advertisement, or conduct of either Defendant.

7.5 Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.

7.6 Entire Agreement. This Judgment represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Judgment and no prior versions of any of its terms that were not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

7.7 Jurisdiction. This Court retains jurisdiction of this Judgment and the Parties hereto for the purpose of enforcing and modifying this Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

7.8 Counterparts. This Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

7.9 Notice. All Notices under this Judgment shall be provided to the following via email and Overnight Mail:

Defendants:

William Craco and Shelly Goldklang
Johnson & Johnson Law Department
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
wcraco@its.jnj.com
sgoldkla@its.jnj.com

Copy to Defendants' attorneys at
O'Melveny & Myers LLP and Covington & Burling LLP
via electronic mail sent to:
Steve Brody (sbrody@omm.com)
Carolyn Kubota (ckubota@cov.com)

Signatory Attorney General:

Linda J. Conti
Chief, Consumer Protection Division
Office of the Maine Attorney General
Burton Cross Office Building, 6th Floor
111 Sewall Street
Augusta, ME 04330
linda.conti@maine.gov

7.10 To the extent that any provision of this Judgment obligates Defendants to change any policy(ies) or procedure(s) and to the extent not already accomplished, Defendants shall implement the policy(ies) or procedure(s) as soon as reasonably practicable, but no later than 120 days after the Effective Date of this Judgment, unless another period for compliance is specified herein.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 10/21/19

Justice
Maine Superior Court

Plaintiff State of Maine:

Aaron M. Frey
Attorney General

Date: October 17, 2019

Carolyn A. Silsby, Maine Bar No. 3030
Assistant Attorney General
Office of the Maine Attorney General
6 State House Station
Augusta, ME 04333-0006
(207) 626-8800
Carolyn.silsby@maine.gov

Counsel for Plaintiff

Defendant Johnson & Johnson:

Date: 10/14/19 By: _____
Renee Brutus
Assistant Corporate Secretary

Defendant Ethicon, Inc.

Date: 10/14/19 By: _____
Renee Brutus
Assistant Corporate Secretary

Approved as to form:

Date: By: _____
Stephen D. Brody
O'Melveny & Myers
1625 Eye Street, NW
Washington, DC 20006
202-383-5300
sbrody@omm.com

Counsel for Defendants

Date: By: _____
James M. Campbell ME Bar ID: 3551
Campbell Conroy & O'Neil, P.C.
1 Constitution Wharf, Suite 310
Boston, MA 02129
P: 617-241-3000
F: 617-241-5115
jmcampbell@campbell-trial-lawyers.com

Local Counsel for Defendants

Defendant Johnson & Johnson:

Date: By: _____
Name
Title

Defendant Ethicon, Inc.

Date: By: _____
Name
Title

Approved as to form:

Date: By: _____
STEVE BRODY
O'Melveny & Myers

Counsel for Defendants

Date: By: _____
James M. Campbell ME Bar ID: 3551
Campbell Conroy & O'Neil, P.C.
1 Constitution Wharf, Suite 310
Boston, MA 02129
P: 617-241-3000
F: 617-241-5115
jmcampbell@campbell-trial-lawyers.com

Local Counsel for Defendants

Defendant Johnson & Johnson:

Date: By: _____

Tina French
Assistant Corporate Secretary

Defendant Ethicon, Inc.

Date: By: _____

Tina French
Assistant Corporate Secretary

Approved as to form:

Date: By: _____

Stephen D. Brody
O'Melveny & Myers
1625 Eye Street, NW
Washington, DC 20006
202-383-5300
sbrody@omm.com

Counsel for Defendants

Date: By: _____

James M. Campbell ME Bar ID: 3551
Campbell Conroy & O'Neil, P.C.
1 Constitution Wharf, Suite 310
Boston, MA 02129
P: 617-241-3000
F: 617-241-5115
jmcampbell@campbell-trial-lawyers.com

Local Counsel for Defendants