

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

WOLLMUTH MAHER & DEUTSCH LLP

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(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTOR

In re:

LTL MANAGEMENT LLC,¹

Debtor.

Chapter 11

Case No.: 21-30589 (MBK)

Judge: Michael B. Kaplan

**APPLICATION FOR RETENTION OF
HOGAN LOVELLS US LLP, EFFECTIVE AS OF APRIL 4, 2022**

1. The applicant, LTL Management LLC (the “Debtor” or “LTL Management”), is the:

☐ Trustee: ☐ Chap. 7 ☐ Chap. 11 ☐ Chap. 13.

☒ Debtor: ☒ Chap. 11 ☐ Chap. 13

☐ Official Committee of _____

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

2. LTL Management seeks to retain the following professional, Hogan Lovells US LLP (“Hogan Lovells”), to serve as:

☒ Attorney for: ☐ Trustee ☒ Debtor-in-Possession

☐ Official Committee of _____

☐ Accountant for: ☐ Trustee ☐ Debtor-in-possession

☐ Official Committee of _____

☐ Other Professional:

☐ Realtor ☐ Appraiser ☒ Special Counsel

☐ Auctioneer ☐ Other (specify): _____

3. The employment of Hogan Lovells is necessary because:

The Debtor requires the services of experienced appellate litigation counsel in connection with the appeals (the “Appeals”) of the *Order Denying Motions to Dismiss* [Dkt. 1603] and corresponding opinion [Dkt. 1572] (the “MTD Opinion and Order”) and the *Order (I) Declaring that Automatic Stay Applies to Certain Actions Against Non-Debtors and (II) Preliminarily Enjoining Certain Actions* [Adv. Proc. Dkt. 187] and corresponding opinion [Adv. Pro. Dkt. 184] (the “PI Opinion and Order” and, together with the MTD Option and Order, the “Opinions and Orders”). Hogan Lovells provides exceptional appellate litigation services and the firm frequently handles significant appeals in federal courts. In light of the complexity of this chapter 11 case (the “Chapter 11 Case”) and the anticipated intensity of the litigation of the Appeals, the Debtor respectfully submits that retaining and employing Hogan Lovells to pursue the Appeals pursuant to the terms of this Application is appropriate and warranted.

4. Hogan Lovells has been selected because:

Hogan Lovells is well qualified to serve as Debtor’s counsel in connection with the Appeals. As set forth in the certification of Neal Kumar Katyal (the “Katyal Certification”), Hogan Lovells has a reputation for expertise in appellate litigation and the firm’s appellate litigation team has broad experience handling a wide variety of cases before federal courts of appeal, including the United States Court of Appeals for the Third Circuit, and the Supreme Court of the United States.

Hogan Lovells’ suitability for this role is amplified by the firm’s prepetition representation of Johnson & Johnson (“J&J”) and the Debtor’s predecessor Johnson & Johnson Consumer Inc. (“Old JJCI”) in seeking Supreme Court review of the *Ingham* verdict. *See Ingham v. Johnson & Johnson*, 608 S.W.3d 663 (Mo. Ct. App. 2020), *reh’g and/or transfer denied* (July 28, 2020), *transfer denied* (Nov. 3, 2020), *cert. denied*, 141 S. Ct. 2716, 210 L. Ed. 2d 879 (2021) (“Ingham”). In connection with this work, Hogan

Lovells' professionals have become well acquainted with the history of the Debtor's predecessor Old JJCI, the legal and factual defenses to the talc-related claims asserted against J&J, Old JJCI, and now the Debtor, the issues associated with attempting to resolve current and future talc-related claims against the Debtor through the tort system, the Debtor's potential liability given jury verdicts entered in cases such as *Ingham*, and related matters. Accordingly, Hogan Lovells has developed substantial knowledge regarding the issues underlying the Opinions and Orders that will result in effective and efficient services in the Appeals.

5. Hogan Lovells' services to be rendered are as follows:

The Debtor anticipates that Hogan Lovells will render appellate litigation services to the Debtor in connection with the Appeals during the Chapter 11 Case, including, without limitation, defending the Appeals on behalf of the Debtor and advising the Debtor and its restructuring advisors in connection with the Appeals. In particular, the Debtor anticipates that Hogan Lovells will perform, among others, the following legal services:

- (a) advise the Debtor concerning appellate procedures including motion practice, stays, briefing on the merits, and other matters related to the Appeals;
- (b) advise the Debtor concerning strategic considerations in connection with the Appeals including formulation and drafting of appellate arguments;
- (c) prepare on behalf of the Debtor all necessary and appropriate motions, merits briefing, responses, notices and other relevant pleadings to be filed in connection with the Appeals;
- (d) prepare for and appear on behalf of the Debtor in any hearings, oral arguments or other proceedings as may be required;
- (e) advise the Debtor and its professionals concerning the status of the Appeals; and
- (f) perform all other necessary and appropriate appellate litigation services in connection with the Appeals for or on behalf of the Debtor, as requested by the Debtor.

Hogan Lovells' services will complement, and not duplicate, the services being rendered by other professionals retained in the Chapter 11 Case, including the services being provided by the Debtor's general bankruptcy counsel, Jones Day.² Due to the briefing

² Other mass tort debtors in complex chapter 11 cases have taken this approach. In *Purdue*, the debtors retained separate counsel to represent the debtors in the appeal of the district court's order vacating the plan confirmation order entered by the bankruptcy court. See *Order Authorizing the Retention and Employment of Latham & Watkins LLP as Special Counsel for the Debtors Effective as of January 13, 2022, In re Purdue Pharma L.P.*, Case No. 19-23649 [Dkt. 4670] (Bankr. S.D.N.Y. April 18, 2022). The debtors' general bankruptcy counsel represented the debtors in the appeal at the district court level.

schedule on the application for direct appeal to the Third Circuit,³ Jones Day has assisted the Debtor and Hogan Lovells in preparing the Debtor's response. The Debtor also anticipates that Jones Day will provide Hogan Lovells with assistance related to the Appeals based on its involvement in the trials on the motions to dismiss and the preliminary injunction; this assistance, however, will be in support of, and not duplicative of, Hogan Lovells' services to the Debtor.

6. The proposed arrangement for compensation is as follows:

Pursuant to the terms of the engagement letter between the Debtor and Hogan Lovells (the "Engagement Letter") and subject to the Court's approval of this Application, Hogan Lovells intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out of pocket expenses.

The current standard hourly rates charged by Hogan Lovells in the United States fall within the following ranges:

| Billing Category | U.S. Range |
|-------------------------|-------------------|
| Partners | \$950–\$2,465 |
| Counsel | \$910–\$1,735 |
| Associates | \$605–\$1,055 |
| Paralegals | \$275–\$550 |

Hogan Lovells' hourly rates may change annually in accordance with the terms of the Engagement Letter and Hogan Lovells' established billing practices and procedures.

Hogan Lovells will maintain detailed, contemporaneous time records in six minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the United States Bankruptcy Court District of New Jersey, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases*, and any order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (any such order, the "Interim

³ The Official Committee of Talc Claimants I filed its petition for authorization of direct appeal of the Opinions and Orders to the Third Circuit on April 5, 2022, with responses due ten days thereafter, on April 15, 2022. See *Appellant of Official Committee of Talc Claimants I's Petition for Authorization of Direct Appeal Pursuant to 28 U.S.C. 158(d)(2)(A)*, Case No. 22-8015 (3d Cir. Apr. 5, 2022) (together with the other applications for direct appeal, the "Direct Appeal Applications"). On April 14, 2022, the Debtor filed an unopposed motion to file a consolidated response to the Direct Appeal Applications, to enlarge the word limit, and to extend the time to respond to the Direct Appeal Applications (the "Consolidation Motion"). On April 15, 2022, the Third Circuit entered an order granting the Consolidation Motion, setting a deadline for a consolidated response to the Direct Appeal Applications for April 26, 2022. As noted above, Hogan Lovells was retained and commenced work for the Debtor on April 4, 2022. As such, the Debtor required Jones Day's services in preparing the Consolidation Motion and the Debtor's response to the Direct Appeal Applications.

Compensation Order”) and any additional procedures that may be established by the Court in the Chapter 11 Case.

7. To the best of LTL Management’s knowledge, Hogan Lovells’ connection with the Debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, is as follows:

☐ None

☒ Describe connection: See Cert. of Katyal attached hereto as Exhibit A.

8. To the best of LTL Management’s knowledge, Hogan Lovells:

☒ Does not hold an adverse interest to the estate.

☒ Does not represent an adverse interest to the estate.

☒ Is a disinterested person under 11 U.S.C. § 101(14).

☐ Does not represent or hold any interest adverse to the Debtor or the estate with respect to the matter for which Hogan Lovells will be retained under 11 U.S.C. § 327(e).

☐ Other; explain: _____

See also Cert. of Katyal attached hereto as Exhibit A.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: N/A

WHEREFORE, LTL Management respectfully requests authorization to employ Hogan Lovells, effective as of April 4, 2022, to render services in accordance with this Application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Date: May 4, 2022

/s/ John K. Kim

John K. Kim
Chief Legal Officer

EXHIBIT A

Certification of Neal Kumar Katyal In Support
of Application for Retention of Hogan Lovells US LLP, Effective as of April 4, 2022

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

WOLLMUTH MAHER & DEUTSCH LLP

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asrush@jonesday.com
(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTOR

In re:

LTL MANAGEMENT LLC,¹

Debtor.

Chapter 11

Case No.: 21-30589 (MBK)

Judge: Michael B. Kaplan

**CERTIFICATION OF NEAL KUMAR KATYAL
IN SUPPORT OF APPLICATION FOR RETENTION
OF HOGAN LOVELLS US LLP, EFFECTIVE AS OF APRIL 4, 2022**

I, Neal Kumar Katyal, being of full age, certify as follows:

1. Hogan Lovells US LLP (“Hogan Lovells”) is seeking authorization to be retained as counsel to LTL Management LLC (the “Debtor” or “LTL Management”) in the Chapter 11 Case, and I make this certification in support of the *Application for Retention of Hogan Lovells US LLP, Effective as of April 4, 2022* filed by the Debtor (the

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

“Application”).²

2. I am a partner with the law firm of Hogan Lovells and am duly authorized to make this certification on behalf of Hogan Lovells.
3. My professional credentials include being admitted and in good standing to practice law in the District of Columbia, the State of Maryland, the United States Supreme Court, and multiple federal courts of appeals, including the U.S. Court of Appeals for the Third Circuit. I previously served as Acting Solicitor General of the United States.
4. Hogan Lovells has one of the most sophisticated Supreme Court and appellate practices in the nation. The firm’s appellate litigation lawyers have experience handling significant appeals in federal courts involving a vast array of subjects and legal issues. During one Term, Hogan Lovells argued more than 10 percent of all cases heard by the U.S. Supreme Court, and the firm’s lawyers have argued multiple Supreme Court cases in almost every major area of law.
5. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows:

Pursuant to the terms of the Engagement Letter, attached hereto as Exhibit 1, and subject to the Court’s approval of the Application, Hogan Lovells intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out of pocket expenses.

The current standard hourly rates charged by Hogan Lovells in the United States fall within the following ranges:

| Billing Category | U.S. Range |
|-------------------------|-------------------|
| Partners | \$950–\$2,465 |
| Counsel | \$910–\$1,735 |
| Associates | \$605–\$1,055 |
| Paralegals | \$275–\$550 |

Hogan Lovells’ hourly rates may change annually in accordance with the terms of the Engagement Letter and Hogan Lovells’ established billing practices and procedures.

Hogan Lovells will maintain detailed, contemporaneous time records in six minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the United States Bankruptcy Court

² Capitalized terms used herein but not defined shall have the meaning given to such terms in the Application.

District of New Jersey, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases*, the Interim Compensation Order and any additional procedures that may be established by the Court in the Chapter 11 Case.

☐ Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.

6. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

- ☐ None
☒ Describe connection: See no. 7 below.

7. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

- ☐ None
☒ Describe Connection:

To check and clear potential conflicts of interest in the Chapter 11 Case, as well as to determine all “connections” (as such term is used in Bankruptcy Rule 2014) to the Debtor, its affiliates, its creditors, other parties in interest, their respective attorneys, the U.S. Trustee or any person employed in the office of the U.S. Trustee, Hogan Lovells researched its client database to determine whether it had any relationships with the list of the names of individuals or institutions that are potential significant parties in interest that was provided to Hogan Lovells by the Debtor, see Schedule 1 attached hereto,³ plus each of the law firms representing the claimants listed on Appendix A to the *Debtor’s Complaint for Declaratory and Injunctive Relief (I) Declaring That the Automatic Stay Applies to Certain Actions Against Non-Debtors or, (II) Preliminarily Enjoining Such Actions and (II) Granting a Temporary Restraining Order Pending a Final Hearing* [Adv. Pro. Dkt. 1], as supplemented [Adv. Pro. Dkt. 213, Ex. 1] (collectively, the “Interested Parties”). To the extent that Hogan Lovells’ research of its relationships with the Interested Parties indicates that Hogan Lovells has represented in the past two years, or currently represents, any of these entities in matters unrelated to the Chapter 11 Case, the identities of these entities and such entities’ relationship to the Debtor and connection to Hogan Lovells, are set forth in Schedule 2 hereto.⁴

³ Schedule 1 includes the list of Interested Parties prepared as of April 29, 2022.

⁴ Schedule 2 includes disclosures related to the list of Interested Parties prepared as of April 29, 2022.

To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Hogan Lovells, nor any partner, associate or other professional thereof has any connection with the Debtor, its creditors, the U.S. Trustee or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth below and in Schedule 2 hereto:

- (a) Hogan Lovells has not represented, and does not and will not represent, any entity in matters adverse to the Debtor or its estate.
- (b) Prior to the Petition Date, Hogan Lovells performed certain legal services for the Debtor's predecessor, as described herein, but the Debtor does not owe Hogan Lovells any amount for services performed prior to the Petition Date.
- (c) Prior to the Petition Date, Hogan Lovells represented J&J and Old JJCI in connection with seeking Supreme Court review of the *Ingham* verdict.
- (d) Prior to the Petition Date, in September 2020, Hogan Lovells was involved in mediation in the *Imerys* chapter 11 case⁵ between J&J, the debtors, the debtors' parent, Imerys SA, the official committee of talc claimants and the future claimants' representative related to J&J's motion to modify the automatic stay. In that matter, Hogan Lovells acted as the mediator appointed by J&J's counsel. Hogan Lovells, however, has not represented, and does not and will not represent, either J&J or Imerys SA in the Chapter 11 Case or in matters adverse to the Debtor or its estate. In addition, the Hogan Lovells attorney who served as mediator and any documents received in connection with the mediation will be walled off from this engagement.
- (e) In matters unrelated to the Debtor or the Chapter 11 Case, Hogan Lovells currently represents J&J. Hogan Lovells, however, has not represented, and does not and will not represent, J&J in the Chapter 11 Case or in matters adverse to the Debtor or its estate.
- (f) In matters unrelated to the Debtor or the Chapter 11 Case, Hogan Lovells currently represents or formerly represented certain of the Debtor's other non-debtor affiliates, as described on the attached Schedule 2. Hogan Lovells, however, has not represented, and does not and will not represent, any of these entities in the Chapter 11 Case or in matters adverse to the Debtor or its estate.

⁵ See *In re Imerys Talc America, Inc.*, No. 19-10289 (LSS) ("*Imerys*") (Bankr. D. Del. Feb. 13, 2019).

- (g) In matters unrelated to the Debtor or the Chapter 11 Case, Hogan Lovells has been involved in out-of-court restructurings and chapter 11 cases involving certain of the other professionals who will be representing the Debtor and other parties in the Chapter 11 Case, or who have represented the Debtor in the year prior to the Petition Date. Hogan Lovells, however, has not represented, and does not and will not represent, any of these entities in the Chapter 11 Case or in matters adverse to the Debtor or its estate.
- (h) Hogan currently represents the Debtor's depository and disbursement bank, certain of the Debtor's major sureties, certain of the parties to material contracts with the Debtor, certain of the Debtor's retained professionals and claims agent, certain of the Debtor's significant ordinary course professionals, consultants, and service providers, certain known professionals for certain non-debtor parties in interest, certain of the Debtor's significant talc related litigation codefendants, certain of the Debtor's material potentially indemnified parties, certain of the Debtor's insurers, and certain parties that have made a Rule 2002 appearance in the Debtor's case, professionals retained and proposed to be retained by official committees of talc claimants, certain law professors filing amici briefs, and member states of the ad hoc committee of states holding consumer protection claims. In all instances, Hogan has not represented, and does not and will not represent, any of these entities in matters related to the Chapter 11 Case.

With regards to compensation,⁶ Hogan Lovells has received no payment for services provided to the Debtor in the one-year period preceding the Petition Date. As of the Petition Date, the firm was owed \$0.00.

In addition, in the one-year period preceding the Petition Date, J&J paid Hogan Lovells a total of \$951,456.80 for actual fees and expenses for December 24, 2020 through July 15, 2021 relating to certain prepetition legal services provided to J&J and Old JJCI, in connection with seeking Supreme Court review of the *Ingham* verdict.

8. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

- ☒ do not hold an adverse interest to the estate.
- ☒ do not represent an adverse interest to the estate.
- ☒ are disinterested under 11 U.S.C. § 101(14).
- ☐ do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C.

⁶ See also Exhibit B (Disclosure of Compensation).

§ 327(e).

☐ Other. Explain:

9. If the professional is an auctioneer,

- a. The following are my qualifications and experience with the liquidation or sale of similar property: N/A
- b. The proposed method of calculation of my compensation, including rates and formulas, is: N/A

Pursuant to D.N.J. 2014-2, I ☐ do or ☐ do not request a waiver of the requirements of D. N. J. LBR 2016-1.

- c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: N/A
- d. Have you, or a principal of your firm, been convicted of a criminal offense?
☐ No ☐ Yes (explain below)
- e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

10. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: N/A

I certify under penalty of perjury that the above information is true.

Date: May 4, 2022

/s/ Neal Kumar Katyal

Neal Kumar Katyal
Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004
Telephone: (202) 637-5600
Facsimile: (202) 637-5910

EXHIBIT 1

Engagement Letter

**Hogan
Lovells**

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www.hoganlovells.com

May 2, 2022

John Kim
Chief Legal Officer
LTL Management LLC
501 George Street
New Brunswick, NJ 08933

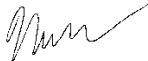
Dear Mr. Kim:

We are pleased LTL Management LLC (the "Client") has engaged Hogan Lovells US LLP, effective on and retroactive to April 4, 2022, as special appellate litigation counsel in connection with the appeal of certain orders entered by the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

This letter, the attached General Terms of Representation and the accompanying schedule of other charges describe our retention. We will e-mail statements to you periodically (usually monthly) at JKim8@its.nj.com in a PDF file unless the Client asks that invoices be sent to someone else or by an alternate method (*i.e.*, Federal Express, U.S. Post, etc.).

We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you. Please sign and return this letter to us at your earliest convenience.

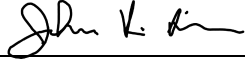
Sincerely,



Neal K. Katyal
Partner
neal.katyal@hoganlovells.com
D +1 202 637 5528
Enclosures

AGREED AND APPROVED

LTL Management LLC

By 
Name John Kim
Title Chief Legal Officer
Date May 2, 2022

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the “Firm”) provides legal services in connection with the matter referred to in our letter of May 2, 2022 (the “Transmittal Letter”) on the basis described in that letter and on the following terms and conditions:

1. Staffing

We expect the following attorneys to work on this matter, with the assistance of others as may be appropriate: Neal Katyal, Sean Marotta, Jo-Ann Sagar, Will Havemann, and Patrick Valencia. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. In particular, unless specifically made a part of this engagement, our engagement does not include responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or any other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between the Firm and any such related person or entity.

4. Basis of the Firm’s Charges

The current rates for Neal Katyal, Sean Marotta, Jo-Ann Sagar, Will Havemann, and Patrick Valencia are \$2,465, \$1,115, \$1,035, \$1,035, and \$830, respectively.

5. Retainer

We will waive our standard practice and not require a retainer for this matter. We will require a retainer in the future if payments are not timely made or in other appropriate circumstances.

6. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us.

Please tell us promptly if any of that information changes, and of any changes in the Client's policies which are relevant to our work.

7. Payment of Fees and Other Charges

We will bill you monthly for legal services and other charges listed on the attached schedule, and will provide you with a detailed description of those services and charges. Payment will be due within 60 days of the date of our statement. If bills are not timely paid, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment. Notwithstanding the foregoing, during the pendency of the your Chapter 11 case, the Firm will comply with the requirements imposed by the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedures, the Local Rules of the United States Bankruptcy Court for the District of New Jersey, and any orders of the Bankruptcy Court, that relate to the allowance and payment of fees and reimbursement of expenses of professionals retained in the Chapter 11 case.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

Our representation will be deemed concluded at the time that we have rendered our final bill for services on this and any other matter undertaken for you.

8. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, and during the pendency of the your Chapter 11 case, subject to the Firm's duties arising under section 327(a) of the Bankruptcy Code, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

- a) You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:

- i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;
- ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor or other party in interest;
- iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
- iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
- v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
- vi. Litigation matters brought by or against you.

If at a later time you withdraw or modify this advance waiver in any respect, you agree that we then shall have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

- b)** In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical firewalls in place and the Hogan Lovells teams representing different clients are comprised of different attorneys. Should you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree now that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.
- c)** You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.
- d)** We take very seriously our obligation to maintain the confidentiality of information we receive from our clients. This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive authorization, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.
- e)** Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to

run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

- f) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.
- g) From time to time, Hogan Lovells identifies clients in marketing materials. These materials may include print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You agree that Hogan Lovells may use your name and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

9. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of Client and general information about our activities on Client's behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995,
- the Foreign Agents Registration Act,
- Internal Revenue Service tax shelter regulations,
- any audit letter request to which you ask us to respond,
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that Client has requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to the Client, we will do our best to protect their interests in those circumstances. We will bill the Client for any time spent complying with these requirements, requests or demands in connection with any matters we handle for the Client. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

10. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File shall be your property. If you wish any documents we maintain in the

Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven (7) years from their creation, and thereafter may destroy the subject documents without further communication with you.

11. Arbitration of Disputes

To the fullest extent permitted, the parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to all services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules in effect on the date of the Transmittal Letter shall govern the arbitration. The appointing authority shall be the American Arbitration Association (AAA). The arbitration shall be administered by the American Arbitration Association in accordance with its Procedures for Cases under the UNCITRAL Arbitration Rules. . The number of arbitrators shall be one. for disputes of \$1 million or less, and three for disputes involving more than \$1 million. The seat of the arbitration shall be New York, NY, and other than as modified by 8(h) above, the governing substantive law shall be the law of the state of New York, inclusive of its conflict and choice of law provisions. The parties acknowledge that this agreement evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. The language to be used in the arbitral proceedings shall be English. The parties shall, during the course of such arbitration, share the costs of such arbitration as assessed by the AAA. The parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This confidentiality provision shall survive the termination of the arbitral proceedings. The award shall be reasoned and in writing and shall be final and binding upon the parties to the arbitration proceeding. The parties hereby agree that they have no right to appeal the final award of the arbitration and therefore will not invoke or exercise any rights to appeal, review, vacate or impugn such award. The Arbitral Tribunal/Arbitrator shall award the prevailing party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration. Further, if any prevailing party is required to retain counsel to enforce the award, the party against whom the award is made shall reimburse the prevailing party for all reasonable fees and expenses incurred and paid to said counsel for the need of such enforcement action.

12. Application of these Terms

The Transmittal Letter, this statement of general terms of representation, and the accompanying schedule of other charges will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. If we agree to undertake additional matters, those additional matters will be governed by these General Terms of Representation unless we mutually agree otherwise in writing.

Clients sometimes present the Firm with billing guidelines, outside counsel guidelines, or other additional or different terms and conditions. If you want the Firm to follow any such guidelines, please present them to us as soon as possible, so we can consider how they correspond to these General Terms of Representation, and come to a clear understanding that is agreed to by the Client and the Firm.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences at the outset of this engagement promptly and proceed with a clear, complete, and consistent understanding of our relationship. These General Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel completely free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Transmittal Letter, you acknowledge that you have had an opportunity to consult with other counsel.

13. Termination and Withdrawal

You may terminate this engagement at any time by giving reasonable notice in writing. We may likewise terminate this engagement at any time to the extent permitted by any applicable ethical and court rules. In the event you or the Firm terminate this engagement, you will be responsible for paying all legal fees and costs up to the effective date of the termination. If neither party terminates this engagement, then our engagement will end at the conclusion of the matter or matters we have undertaken on your behalf.

STANDARD SCHEDULE OF OTHER CHARGES

The following items are billed at actual cost: postage, outside messengers, outside photocopies, transcripts, computerized research, express delivery services, travel charges, food services, and all third-party charges.

Other charges incurred in connection with this representation will be billed on the following basis until further notice:

- in-house photocopying at \$.20/page for black and white copies and \$.60/page for color copies;
- word processing operators and proofreaders at hourly rates based on office location (and average compensation in effect in each office);
- secretarial overtime resulting from unusually time-sensitive or other requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at \$30/hour;
- fees incurred to store, cull, process, produce or otherwise handle electronic data that you choose to maintain in our litigation support managed services platforms per the rate card below: These fees may not be discounted or reduced.

| Rate Statement | | Statement Date: | |
|---|---|--|-----------------|
| MM/YYYY Services | | Statement Number: | |
| | | Client: | |
| | | | |
| Data Manipulation | Description | Details | Rate |
| Relativity Storage - Active Data | Relativity Review Database Data Storage | Monthly - Per GB | \$7.50 |
| Relativity Storage - NearLine Data | Relativity Database Storage - Offline Storage for Inactive Data | Monthly - Per GB | \$2.50 |
| eDiscovery Data Pre-Culling | Deduplication, Date Restriction, Key Term Filters | Case Specific - Per GB | \$35.00 |
| eDiscovery Data Processing | Native File Processing to Relativity Database | Case Specific - Per GB | \$150.00 |
| eDiscovery Data Productions | Create TIFF, Endorse, & Produce | Case Specific - Per GB | \$250.00 |
| Relativity Analytics | Near DeDuplication and Email Threading | No Charge | \$0.00 |
| Relativity User Licenses | Relativity User Licenses - Non-HL Users Only | Monthly - Per User | \$75.00 |
| Collections and Forensics | Data Collection & Forensic Analysis | Case Specific - Per Hour | \$275.00-350.00 |
| Shipping & Media Costs | Shipping & Physical Media | Case Specific | at cost |
| | | SUB-TOTAL | |
| Support | Description | Details | Rate |
| Consulting Time | eDiscovery Guidelines and TAR Consulting Services | Case Specific - Per Hour | \$275.00 |
| Project Manager Time | Oversight and Guidance of Project Requests | Case Specific - Per Hour | \$200.00 |
| Litigation Analyst Time | Execution of Specific Project Requests | Case Specific - Per Hour | \$150.00 |
| Data Archiving | Permanent Archiving | Hourly with a Cap at \$3,000 | \$125.00 |
| Data Deletion and / or Destruction | Data Deletion and / or Destruction | Case Specific - Upon Written Request - No Charge | \$0.00 |
| | | SUB-TOTAL | |
| | | GRAND TOTAL | |
| NOTES: | | | |
| 1) Rates are effective January 1, 2018 and will be periodically reviewed and updated. | | | |
| 2) Rates do not include hourly billing charges for HL Litigation Support Personnel. | | | |
| 3) Additional fees will be charged for case specific services (e.g. password cracking, machine translation, audio transcription, etc.). | | | |

SCHEDULE 1

Schedule of Potentially Interested Parties

LTL Management LLC
Potentially Interested Parties

Debtor

LTL Management LLC

Direct Equity Owner of Debtor

Johnson and Johnson Consumer Inc.

Debtor's Direct Non-Debtor Subsidiary

Royalty A&M LLC

Other Non-Debtor Affiliates

3Dintegrated ApS
Acclarent, Inc.
Actelion Ltd
Actelion Manufacturing GmbH
Actelion Pharmaceuticals Australia
Pty. Limited
Actelion Pharmaceuticals Korea Ltd.
Actelion Pharmaceuticals Ltd
Actelion Pharmaceuticals Mexico
S.A. De C.V.
Actelion Pharmaceuticals Trading
(Shanghai) Co., Ltd.
Actelion Pharmaceuticals UK Limited
Actelion Pharmaceuticals US, Inc.
Actelion Registration Limited
Actelion Treasury Unlimited Company
Akros Medical, Inc.
Albany Street LLC
ALZA Corporation
Alza Land Management, Inc.
AMO (Hangzhou) Co., Ltd.
AMO (Shanghai) Medical Devices
Trading Co., Ltd.
AMO ASIA LIMITED
AMO Australia Pty Limited
AMO Canada Company
AMO Denmark ApS
AMO Development, LLC
AMO France
AMO Germany GmbH

AMO Groningen B.V.
AMO International Holdings
AMO Ireland
AMO Ireland Finance Unlimited Company
AMO Italy SRL
AMO Japan K.K.
AMO Manufacturing Spain S.L.
AMO Manufacturing USA, LLC
AMO Netherlands BV
AMO Nominee Holdings, LLC
AMO Norway AS
AMO Puerto Rico Manufacturing, Inc.
AMO Sales and Service, Inc.
AMO Singapore Pte. Ltd.
AMO Spain Holdings, LLC
AMO Switzerland GmbH
AMO U.K. Holdings, LLC
AMO United Kingdom, Ltd.
AMO Uppsala AB
AMO US Holdings, Inc.
AMO USA Sales Holdings, Inc.
AMO USA, LLC
Animas Diabetes Care, LLC
Animas LLC
Animas Technologies LLC
AorTx, Inc.
Apsis
Aragon Pharmaceuticals, Inc.
Asia Pacific Holdings, LLC
Atrionix, Inc.
AUB Holdings LLC
Auris Health, Inc.
Backsvalan 2 Aktiebolag
Backsvalan 6 Handelsbolag
Beijing Dabao Cosmetics Co., Ltd.
BeneVir BioPharm, Inc.
Berna Rhein B.V.
BioMedical Enterprises, Inc.
Biosense Webster (Israel) Ltd.
Biosense Webster, Inc.
C Consumer Products Denmark ApS
Calibra Medical LLC
Campus-Foyer Apotheke GmbH

Carlo Erba OTC S.r.l.
Centocor Biologics, LLC
Centocor Research & Development, Inc.
ChromaGenics B.V.
Ci:Labo Customer Marketing Co., Ltd.
Ci:z. Labo Co., Ltd.
Cilag AG
Cilag GmbH International
Cilag Holding AG
Cilag Holding Treasury Unlimited Company
Cilag-Biotech, S.L.
CNA Development GmbH
Codman & Shurtleff, Inc.
Coherex Medical, Inc.
ColBar LifeScience Ltd.
Company Store.com, Inc.
Cordis de Mexico, S.A. de C.V.
Cordis International Corporation
Corimmun GmbH
CoTherix Inc.
CSATS, Inc.
Darlain Trading S.A.
Debs-Vogue Corporation
(Proprietary) Limited
DePuy France
DePuy Hellas SA
DePuy International Limited
DePuy Ireland Unlimited Company
DePuy Mexico, S.A. de C.V.
DePuy Mitek, LLC
DePuy Orthopaedics, Inc.
DePuy Products, Inc.
DePuy Spine, LLC
DePuy Synthes Gorgan Limited
DePuy Synthes Institute, LLC
DePuy Synthes Leto SARL
DePuy Synthes Products, Inc.
DePuy Synthes Sales, Inc.
DePuy Synthes, Inc.
Dr. Ci:Labo Co., Ltd.
DR. CI:LABO COMPANY LIMITED
Dutch Holding LLC
ECL7, LLC
EES Holdings de Mexico,
S. de R.L. de C.V.
EES, S.A. de C.V.

EIT Emerging Implant Technologies GmbH
Ethicon Biosurgery Ireland
Ethicon Endo-Surgery (Europe) GmbH
Ethicon Endo-Surgery, Inc.
Ethicon Endo-Surgery, LLC
Ethicon Holding Sarl
Ethicon Ireland Unlimited Company
Ethicon LLC
Ethicon PR Holdings Unlimited Company
Ethicon Sarl
Ethicon US, LLC
Ethicon Women's Health & Urology Sarl
Ethicon, Inc.
Ethnor (Proprietary) Limited
Ethnor del Istmo S.A.
Ethnor Farmaceutica, S.A.
Ethnor Guatemala, Sociedad Anomina
Finsbury (Development) Limited
Finsbury (Instruments) Limited
Finsbury Medical Limited
Finsbury Orthopaedics International Limited
Finsbury Orthopaedics Limited
FMS Future Medical System SA
GH Biotech Holdings Limited
Global Investment Participation B.V.
GMED Healthcare BV
Guangzhou Bioseal Biotech Co., Ltd.
Hansen Medical Deutschland GmbH
Hansen Medical International, Inc.
Hansen Medical UK Limited
Hansen Medical, Inc.
Healthcare Services (Shanghai) Ltd.
I.D. Acquisition Corp.
Innomedic Gesellschaft für innovative
Medizintechnik und Informatik mbH
Innovalens B.V.
Innovative Surgical Solutions, LLC
J & J Company West Africa Limited
J&J Pension Trustees Limited
J.C. General Services BV
Janssen Alzheimer Immunotherapy
(Holding) Limited
Janssen Biologics (Ireland) Limited
Janssen Biologics B.V.
Janssen BioPharma, Inc.
Janssen Biotech, Inc.

Janssen Cilag Farmaceutica S.A.
Janssen Cilag S.p.A.
Janssen Cilag SPA
Janssen Cilag, C.A.
Janssen de Mexico, S. de R.L. de C.V.
Janssen Development Finance
Unlimited Company
Janssen Diagnostics, LLC
Janssen Egypt LLC
Janssen Farmaceutica Portugal Lda
Janssen Global Services, LLC
Janssen Group Holdings Limited
Janssen Holding GmbH
Janssen Inc.
Janssen Irish Finance Company UC
Janssen Korea Ltd.
Janssen Oncology, Inc.
Janssen Ortho LLC
Janssen Pharmaceutica
(Proprietary) Limited
Janssen Pharmaceutica NV
Janssen Pharmaceutica S.A.
Janssen Pharmaceutical
Janssen Pharmaceutical K.K.
Janssen Pharmaceutical Sciences
Unlimited Company
Janssen Pharmaceuticals, Inc.
Janssen Products, LP
Janssen R&D Ireland
Janssen Research & Development, LLC
Janssen Sciences Ireland
Unlimited Company
Janssen Scientific Affairs, LLC
Janssen Supply Group, LLC
Janssen Vaccines & Prevention B.V.
Janssen Vaccines Corp.
Janssen-Cilag
Janssen-Cilag (New Zealand) Limited
Janssen-Cilag A/S
Janssen-Cilag AG
Janssen-Cilag Aktiebolag
Janssen-Cilag AS
Janssen-Cilag B.V.
Janssen-Cilag de Mexico S. de R.L. de C.V.
Janssen-Cilag Farmaceutica Lda.
Janssen-Cilag Farmaceutica Ltda.

Janssen-Cilag GmbH
Janssen-Cilag International NV
Janssen-Cilag Kft.
Janssen-Cilag Limited
Janssen-Cilag Limited
Janssen-Cilag Manufacturing, LLC
Janssen-Cilag NV
Janssen-Cilag OY
Janssen-Cilag Pharma GmbH
Janssen-Cilag Pharmaceutical S.A.C.I.
Janssen-Cilag Polska, Sp. z o.o.
Janssen-Cilag Pty Ltd
Janssen-Cilag S.A.
Janssen-Cilag s.r.o.
Janssen-Cilag, S.A.
Janssen-Cilag, S.A. de C.V.
Janssen-Pharma, S.L.
J-C Health Care Ltd.
Jevco Holding, Inc.
JJ Surgical Vision Spain, S.L.
JJC Acquisition Company B.V.
JJHC, LLC
JJSV Belgium BV
JJSV Manufacturing Malaysia SDN. BHD.
JJSV Norden AB
JJSV Produtos Otricos Ltda.
JNJ Global Business Services s.r.o.
JNJ Holding EMEA B.V.
JNJ International Investment LLC
JNJ Irish Investments ULC
Johnson & Johnson
Johnson & Johnson - Societa' Per Azioni
Johnson & Johnson (Angola), Limitada
Johnson & Johnson (China) Investment Ltd.
Johnson & Johnson (Egypt) S.A.E.
Johnson & Johnson (Hong Kong) Limited
Johnson & Johnson (Ireland) Limited
Johnson & Johnson (Jamaica) Limited
Johnson & Johnson (Kenya) Limited
Johnson & Johnson (Middle East) Inc.
Johnson & Johnson (Mozambique),
Limitada
Johnson & Johnson (Namibia)
(Proprietary) Limited
Johnson & Johnson (New Zealand) Limited
Johnson & Johnson (Philippines), Inc.

Johnson & Johnson (Private) Limited
Johnson & Johnson (Thailand) Ltd.
Johnson & Johnson (Trinidad) Limited
Johnson & Johnson (Vietnam) Co., Ltd
Johnson & Johnson AB
Johnson & Johnson AG
Johnson & Johnson Belgium
Finance Company BV
Johnson & Johnson Bulgaria EOOD
Johnson & Johnson China Ltd.
Johnson & Johnson Consumer
(Hong Kong) Limited
Johnson & Johnson Consumer
(Thailand) Limited
Johnson & Johnson Consumer B.V.
Johnson & Johnson Consumer
Holdings France
Johnson & Johnson Consumer Inc.
Johnson & Johnson Consumer NV
Johnson & Johnson Consumer
Saudi Arabia Limited
Johnson & Johnson Consumer Services
EAME Ltd.
Johnson & Johnson d.o.o.
Johnson & Johnson de Argentina
S.A.C. e. I.
Johnson & Johnson de Chile Limitada
Johnson & Johnson de Chile S.A.
Johnson & Johnson de Colombia S.A.
Johnson & Johnson de Costa Rica, S.A.
Johnson & Johnson de Mexico, S.A. de C.V.
Johnson & Johnson de Uruguay S.A.
Johnson & Johnson de Venezuela, S.A.
Johnson & Johnson del Ecuador, S.A.
Johnson & Johnson Del Paraguay, S.A.
Johnson & Johnson del Peru S.A.
Johnson & Johnson do Brasil Industria E
Comercio de Produtos Para Saude Ltda.
Johnson & Johnson Dominicana, S.A.S.
Johnson & Johnson Enterprise
Innovation Inc.
Johnson & Johnson European
Treasury Company
Johnson & Johnson Finance Corporation
Johnson & Johnson Finance Limited

Johnson & Johnson Financial
Services GmbH
Johnson & Johnson for Export and
Import LLC
Johnson & Johnson Foundation Scotland
(NON-PROFIT)
Johnson & Johnson Gateway, LLC
Johnson & Johnson Gesellschaft m.b.H.
Johnson & Johnson GmbH
Johnson & Johnson Guatemala, S.A.
Johnson & Johnson Health and
Wellness Solutions, Inc.
Johnson & Johnson Health Care
Systems Inc.
Johnson & Johnson Hellas Commercial and
Industrial S.A.
Johnson & Johnson Hellas Consumer
Products Commercial Societe Anonyme
Johnson & Johnson Hemisferica S.A.
Johnson & Johnson Holding GmbH
Johnson & Johnson Holdings K.K.
Johnson & Johnson Inc.
Johnson & Johnson Industrial Ltda.
Johnson & Johnson Innovation - JJDC, Inc.
Johnson & Johnson Innovation Limited
Johnson & Johnson Innovation LLC
Johnson & Johnson International
Johnson & Johnson International
(Singapore) Pte. Ltd.
Johnson & Johnson International Financial
Services Company
Johnson & Johnson Japan Inc.
Johnson & Johnson K.K.
Johnson & Johnson Kft.
Johnson & Johnson Korea Ltd.
Johnson & Johnson Korea Selling &
Distribution LLC
Johnson & Johnson Limitada
Johnson & Johnson Limited
Johnson & Johnson LLC
Johnson & Johnson Luxembourg Finance
Company Sarl
Johnson & Johnson Management Limited
Johnson & Johnson Medical (China) Ltd.
Johnson & Johnson Medical
(Proprietary) Ltd

Johnson & Johnson Medical (Shanghai) Ltd.
Johnson & Johnson Medical (Suzhou) Ltd.
Johnson & Johnson Medical B.V.
Johnson & Johnson Medical Devices &
Diagnostics Group - Latin America,
L.L.C.
Johnson & Johnson Medical GmbH
Johnson & Johnson Medical Korea Ltd.
Johnson & Johnson Medical Limited
Johnson & Johnson Medical Mexico, S.A.
de C.V.
Johnson & Johnson Medical NV
Johnson & Johnson Medical
Products GmbH
Johnson & Johnson Medical Pty Ltd
Johnson & Johnson Medical S.A.
Johnson & Johnson Medical S.p.A.
Johnson & Johnson Medical SAS
Johnson & Johnson Medical
Saudi Arabia Limited
Johnson & Johnson Medical Servicios
Profesionales S. de R.L. de C.V.
Johnson & Johnson Medical Taiwan Ltd.
Johnson & Johnson Medical, S.C.S.
Johnson & Johnson Medikal Sanayi ve
Ticaret Limited Sirketi
Johnson & Johnson Middle East FZ-LLC
Johnson & Johnson Morocco
Societe Anonyme
Johnson & Johnson Nordic AB
Johnson & Johnson Pacific Pty Limited
Johnson & Johnson Pakistan
(Private) Limited
Johnson & Johnson Panama, S.A.
Johnson & Johnson Personal Care
(Chile) S.A.
Johnson & Johnson Poland Sp. z o.o.
Johnson & Johnson Private Limited
Johnson & Johnson Pte. Ltd.
Johnson & Johnson Pty. Limited
Johnson & Johnson Research Pty Ltd
Johnson & Johnson Romania S.R.L.
Johnson & Johnson S.E. d.o.o.
Johnson & Johnson S.E., Inc.
Johnson & Johnson Sante Beaute France
Johnson & Johnson SDN. BHD.

Johnson & Johnson Services, Inc.
Johnson & Johnson Servicios Corporativos,
S. de R.L. de C.V.
Johnson & Johnson Surgical Vision India
Private Limited
Johnson & Johnson Surgical Vision, Inc.
Johnson & Johnson Taiwan Ltd.
Johnson & Johnson UK Treasury
Company Limited
Johnson & Johnson Ukraine LLC
Johnson & Johnson Urban Renewal
Associates
Johnson & Johnson Vision Care
(Shanghai) Ltd.
Johnson & Johnson Vision Care Ireland
Unlimited Company
Johnson & Johnson Vision Care, Inc.
Johnson & Johnson, S.A.
Johnson & Johnson, S.A. de C.V.
Johnson & Johnson, s.r.o.
Johnson & Johnson, s.r.o.
Johnson and Johnson (Proprietary) Limited
Johnson and Johnson Sihhi Malzeme Sanayi
Ve Ticaret Limited Sirketi
JOM Pharmaceutical Services, Inc.
La Concha Land Investment Corporation
Latam International Investment Company
Unlimited Company
Lifescan
McNeil AB
McNeil Consumer Pharmaceuticals Co.
McNeil Denmark ApS
McNeil Healthcare (Ireland) Limited
McNeil Healthcare (UK) Limited
McNeil Healthcare LLC
McNeil Iberica S.L.U.
McNeil LA LLC
McNEIL MMP, LLC
McNeil Nutritionals, LLC
McNeil Panama, LLC
McNeil Products Limited
McNeil Sweden AB
MDS Co. Ltd.
Medical Device Business Services, Inc.
Medical Devices & Diagnostics Global
Services, LLC

Medical Devices International LLC
Medical Industrial do Brasil Ltda.
Medos International Sarl
Medos Sarl
MegaDyne Medical Products, Inc.
Menlo Care De Mexico, S.A. de C.V.
Mentor B.V.
Mentor Deutschland GmbH
Mentor Medical Systems B.V.
Mentor Partnership Holding
Company I, LLC
Mentor Texas GP LLC
Mentor Texas L.P.
Mentor Worldwide LLC
Micrus Endovascular LLC
Middlesex Assurance Company Limited
Momenta Ireland Limited
Momenta Pharmaceuticals, Inc.
NeoStrata Company, Inc.
NeoStrata UG (haftungsbeschränkt)
Netherlands Holding Company
Neuravi Inc.
Neuravi Limited
NeuWave Medical, Inc.
Novira Therapeutics, LLC
NuVera Medical, Inc.
Obtech Medical Mexico, S.A. de C.V.
OBTECH Medical Sarl
OGX Beauty AU Pty Ltd
OGX Beauty Limited
OMJ Holding GmbH
OMJ Ireland Unlimited Company
OMJ Pharmaceuticals, Inc.
Omrix Biopharmaceuticals Ltd.
Omrix Biopharmaceuticals NV
Omrix Biopharmaceuticals, Inc.
Ortho Biologics LLC
Ortho Biotech Holding LLC
Ortho-McNeil Pharmaceutical, LLC
Orthotaxy
Patriot Pharmaceuticals, LLC
Peninsula Pharmaceuticals, LLC
Penta Pty. Limited
Percivia LLC
Perouse Plastie
Pharmadirect Ltd.

Pharmedica Laboratories (Proprietary)
Limited
PMC Holdings G.K.
Princeton Laboratories, Inc.
Productos de Cuidado Personal y de La
Salud de Bolivia S.R.L.
Proleader S.A.
PT Integrated Healthcare Indonesia
PT. Johnson & Johnson Indonesia
Pulsar Vascular, Inc.
Regency Urban Renewal Associates
RespiVert Ltd.
RoC International
Rutan Realty LLC
Scios LLC
Sedona Enterprise Co., Ltd.
Sedona Singapore International Pte. Ltd.
Sedona Thai International Co., Ltd.
Serhum S.A. de C.V.
Shanghai Elsker For Mother & Baby
Co., Ltd
Shanghai Johnson & Johnson Ltd.
Shanghai Johnson & Johnson
Pharmaceuticals Ltd.
Sightbox, LLC
Sodiac ESV
Spectrum Vision Limited Liability Company
Spectrum Vision Limited Liability Company
Spectrum Vision Limited Liability
Partnership
Spine Solutions GmbH
SterilMed, Inc.
Sterilmed, Inc.
Surgical Process Institute Deutschland
GmbH
Synthes Costa Rica S.C.R., Limitada
SYNTHES GmbH
Synthes GmbH
Synthes Holding AG
Synthes Holding Limited
SYNTHES Medical Immobilien GmbH
Synthes Medical Surgical Equipment &
Instruments Trading LLC
Synthes Produktions GmbH
Synthes Proprietary Limited
Synthes S.M.P., S. de R.L. de C.V.

Synthes Tuttlingen GmbH
Synthes USA Products, LLC
Synthes USA, LLC
Synthes, Inc.
TARIS Biomedical LLC
TearScience, Inc.
The Anspach Effort, LLC
The Vision Care Institute, LLC
Tibotec, LLC
Torax Medical, Inc.
TriStrata, Incorporated
UAB “Johnson & Johnson”
Vania Expansion
Verb Surgical Inc.
Vision Care Finance Unlimited Company
Vogue International LLC
Vogue International Trading, Inc.
WH4110 Development Company, L.L.C.
Xian Janssen Pharmaceutical Ltd.
XOI Limited
Zarbee’s, Inc.

Managers and Officers of the Debtor

John Kim
Richard Dickinson
Robert Wuesthoff
Russell Deyo

Major Current Business Affiliations of Debtor’s Managers

American Foundation for Opioid
Alternatives
Lawyers for Civil Justice
Migration Policy Institute
Miller Center for Community Protection &
Reliance, Eagleton Institute of Politics,
Rutgers University
National Center for State Courts
National Council, McLean Hospital
New Jersey Civil Justice Institute
One Mind

Depository and Disbursement Banks

Bank of America, N.A.

Major Sureties

Chubb
Federal Insurance Company
Liberty Mutual Insurance Company
Travelers Casualty and Surety Company of
America

Parties to Material Contracts with the Debtor

Johnson & Johnson
Johnson & Johnson Consumer Inc.
Johnson & Johnson Services, Inc.
U.S. Bank N.A.

Significant Co-Defendants in Talc-Related Litigation

3M Company
A.O. Smith Corporation
Albertsons Companies, Inc.
Avon Products, Inc.
Barretts Minerals, Inc.
BASF Catalysts LLC
Block Drug Company, Inc.
Borg Warner Morse Tec, Inc.
Brenntag North America
Brenntag Specialties, Inc.
Bristol-Myers Squibb Company
Carrier Corporation
Chanel, Inc.
Charles B. Chrystal Co., Inc.
Chattem, Inc.
Colgate-Palmolive Company
Conopco Inc.
Costco Wholesale Corporation
Coty, Inc.
Crane Co.
CVS Health Corporation
CVS Pharmacy, Inc.
Cyprus Amax Minerals Company
Cyprus Mines Corporation
Dana Companies, LLC
DAP Products, Inc.
Dollar General Corporation
Duane Reade Inc.

Eaton Corporation
Eli Lilly and Company
Elizabeth Arden, Inc.
Estee Lauder Inc.
Family Dollar Stores Inc.
Flowserve US, Inc.
FMC Corporation
Food 4 Less of California, Inc.
Ford Motor Company
Foster Wheeler, LLC
Gardner Denver, Inc.
General Electric Company
Genuine Parts Company
Goodyear Tire & Rubber Co.
Goulds Pumps, LLC
Grinnell LLC
Honeywell International, Inc.
Imerys Talc America, Inc.
Imerys USA, Inc.
IMO Industries Inc.
John Crane, Inc.
K&B Louisiana Corporation
Kaiser Gypsum Company, Inc.
Kmart Corporation
Kolmar Laboratories
Longs Drug Stores California
L'Oreal USA, Inc.
Lucky Stores, Inc.
Macy's, Inc.
Mary Kay Inc.
Maybelline LLC
Metropolitan Life Insurance Company
Noxell Corporation
Personal Care Products Council
Pfizer, Inc.
Pharma Tech Industries, Inc.
Pneumo Abex, LLC
PTI Royston, LLC
Publix Super Markets, Inc.
R.T. Vanderbilt Holding Company, Inc.
Ralphs Grocery Company
Revlon Consumer Products Corporation
Revlon, Inc.
Rite Aid Corporation
Safeway, Inc.
Sanofi-Aventis U.S. LLC

Shulton, Inc.
Specialty Minerals Inc.
Target Corporation
The Dow Chemical Company
The Estee Lauder Companies, Inc.
The Kroger Co.
The Procter & Gamble Company
Thrifty Payless, Inc.
Unilever Home & Personal Care USA
Union Carbide Corporation
Vanderbilt Minerals, LLC
ViacomCBS, Inc.
Walgreen Co.
Walmart, Inc.
Warren Pumps, LLC
Whittaker Clark & Daniels, Inc.
Wyeth Holdings LLC
Yves Saint Laurent America, Inc.

**Professionals Retained and Proposed to
be Retained by Debtor**

AlixPartners LLP
Bates White LLC
Blake, Cassels & Graydon LLP
Epiq Corporate Restructuring LLC
Hogan Lovells
Jones Day
King & Spalding LLP
McCarter & English, LLP
Orrick, Herrington, & Sutcliffe, LLP
Shook, Hardy & Bacon L.L.P.
Skadden, Arps, Slate, Meager & Flom LLP
Weil Gotshal & Manges LLP
Wollmuth Maher & Deutsch, LLP

**Debtor's Significant Ordinary Course
Professionals, Consultants, and Service
Providers**

Adler Pollock & Sheehan PC
Barnes & Thornburg, LLP
Barrasso Usdin Kupperman
Freeman & Sarver, L.L.C.
Blank Rome LLP
Brown Greer PLC
Butler Snow LLP

Carlton Fields, P.A.
Chehardy, Sherman, Williams,
Recile, & Hayes
Covington & Burling LLP
Damon Key Leong Kupchak Hastert
Davis Hatley Haffeman & Tighe
Dechert LLP
Elliott Law Offices, PA
Faegre Drinker Biddle & Reath LLP
Foliat, Huff, Ottaway & Bottom
Gibson, Dunn & Crutcher LLP
Goldman Ismail Tomaselli Brennan &
Baum
Hartline Barger
HeplerBroom LLC
Irwin Fritchie Urquhart & Moore LLC
Johnson & Bell Ltd.
Jones, Skelton & Hochuli, P.L.C.
Kaplan, Johnson, Abate & Bird LLP
Kelley Jasons McGowan Spinelli
Hanna & Reber, LLP
Kirkland & Ellis LLP
Kitch Drutchas Wagner
Valitutti & Sherbrook
Lewis Brisbois Bisgaard & Smith, LLP
Manion Gaynor & Manning LLP
Miles & Stockbridge
Milligan & Hems
Morgan Lewis
Nelson Mullins Riley & Scarborough, LLP
Nutter McClennen & Fish LLP
Patterson Belknap Webb & Tyler LLP
Proskauer Rose LLP
Quattlebaum, Grooms & Tull PLLC
Schnader Harrison Segal & Lewis
Schwabe Williamson & Wyatt
Sidley Austin LLP
Sills Cummins & Gross P.C.
Stoel Rives LLP
Sullivan Whitehead & Deluca LLP
Swartz Campbell LLC
The Weinhardt Law Firm
Tucker Ellis LLP
Willcox & Savage, P.C.

**Known Professionals for Certain
Non-Debtor Parties in Interest**

Cravath, Swaine & Moore
White & Case LLP

Material Potentially Indemnified Parties

Bausch Health Companies Inc.
Cyprus Mines Corporation
Cyprus Talc Corp.
Imerys Talc America, Inc.
Imerys Talc Vermont, Inc.
Luzenac America, Inc.
Pharma Tech Industries, Inc.
PTI Royston, LLC
Rio Tinto America, Inc.
RTZ America, Inc.
Valeant Pharmaceuticals International, Inc.
Windsor Minerals Inc.
Costco Wholesale Corporation
Publix Super Markets, Inc.
Rite Aid Corporation
Safeway Inc.
Walmart Inc.

**Law Firms with Significant
Representations of Talc Claimants**

Ashcraft & Gerel, LLP
Barnes Firm
Beasley Allen Law Firm
Cellino Law LLP
Dalimonte Rueb Stoller, LLP
Driscoll Firm, LLC
Fears Nachawati Law Firm
Ferraro Law Firm
Flint Law Firm LLC
Honik LLC
Johnson Law Group
Lanier Law Firm
Miller Firm, LLC
Napoli Shkolnik PLLC
OnderLaw, LLC
Simmons Hanly Conroy LLC
Simon Greenstone Panatiere
Bartlett, PC

The Gori Law Firm
Trammell PC
Williams Hart Law Firm

**Key Parties in *Imerys Talc America, Inc.*
and *Cyprus Mines Corp. Chapter 11 Cases***

Cyprus Amax Minerals Company
Cyprus Mines Corporation
Cyprus Talc Corporation
Imerys S.A.
Imerys Talc America, Inc.
Imerys Talc Vermont, Inc.
(fka Windsor Minerals Inc.)
James L. Patton
Luzenac America, Inc.
Official Committee of Tort Claimants
(*In re Imerys Talc America, Inc.*)
Official Committee of Tort Claimants
(*In re Cyprus Mines Corp.*)
Roger Frankel

Debtor's Insurers

A.G. Securitas
ACE Property & Casualty Insurance
Company
Aetna Casualty and Surety Company
Affiliated FM Ins. Company
AIG Europe S.A.
AIG Property and Casualty Company
AIU Ins. Company
Allianz Ins. Company
Allianz Global Risks US Insurance
Company
Allstate Insurance Company
American Centennial Ins. Company
American Motorists Ins. Company
American Re-Insurance Company
Arrowood Indemnity Company
ASR Schadeverzekering N.V.
Assurances Generales De France
Assurantiekantoor VanWijk & Co.
Atlanta International Insurance Company
Birmingham Fire Ins. Company of
Pennsylvania

Central National Ins. Company of Omaha
Century Indemnity Company
Champion Dyeing Allocation Year
Chubb
City Ins. Company
Colonia Versicherungs AG, Koln
Continental Insurance Company
Darag Deutsche Versicherungs-Und
Rückversicherungs-AG
Drake Ins. Company of New York
Employers Ins. Company of Wausau
Employers Ins. of Wausau
Employers Mutual Casualty Company
Eurinco Allgemeine
Versicherungs AG, Dusseldorf
Everest Reinsurance Company
Fireman's Fund Ins. Company
First State Ins. Company
GAP
Gibraltar Casualty Company
Granite State Ins. Company
Great American
Great Northern Ins. Company
Great Southwest Fire Ins. Company
Groupe Drouot
Harbor Ins. Company
Hartford Accident and Indemnity Company
Home Ins. Company
Ideal Mutual Ins. Company
Industrial Indemnity Company
Ins. Company of North America
Ins. Company of the State of Pennsylvania
Ins. Corporation of Singapore Limited
Integrity Ins. Company
International Ins. Company
International Surplus Lines Ins. Company
Lexington Ins. Company
London Guarantee and Accident
Company of N.Y.
L'Union Atlantique S.A. d'Assurances
Mead Reinsurance Corporation
Middlesex Assurance Company
Midland Ins. Company
Midstates Reinsurance Corp.
Mission Ins. Company
Mission National Ins. Company

Munich Reinsurance America, Inc.
Mutual Fire, Marine, & Inland Ins.
Company
N.V. De Ark
N.V. Rotterdamse Assurantiekas
N.V. Schadeverzekeringsmaatschappij
Maas Lloyd
National Casualty Company
National Union Fire Ins. Company of
Pittsburgh, PA
Nationwide
New Hampshire Ins. Company
North River Ins. Company
Northbrook Excess and Surplus
Ins. Company
Northeastern Fire Ins. Company
of Pennsylvania
Pacific Employers Ins. Company
ProSight
Prudential Reinsurance Company
Puritan Insurance Company
Republic Indemnity Company of America
Republic Ins. Company
Republic Western Ins. Company
Repwest Insurance Company
Resolute Management Inc.
Rheinland Versicherungen
Rheinland Verzekeringen
Riverstone Insurers
Royal Belge I.R., S.A. d'Assurances
Royal Indemnity Company
Royal Ins. Company
Safety Mutual Casualty Corporation
Safety National Casualty Corporation
Seguros La Republica SA
Sentry Insurance A Mutual Company
Southern American Ins. Company
Starr Indemnity & Liability Company
TIG Insurance Company
Transamerica Premier Insurance Company
Transit Casualty Company
Travelers Casualty and Surety Company
UAP
Union Atlantique d'Assurances S.A.
Union Indemnity Ins. Company
of New York

Westchester Fire Insurance Company
Westport Insurance Corporation
XL Ins. Company

**The United States Trustee – Region 3 –
District of New Jersey**

Andrew R. Vara

**Employees of the Office of the United
States Trustee – Region 3 – District of
New Jersey**

Adela Alfaro
Kirsten K. Ardelean
Francyne D. Arendas
Michael Artis
Lauren Bielskie
Peter J. D'Auria
Neidy Fuentes
David Gerardi
Rosemarie Giles
Tia Green
Mitchell B. Hausman
Martha Hildebrandt
Joseph C. Kern
Daniel C. Kropiewnicki
Maggie McGee
Alexandria Nikolinos
Tina L. Oppelt
Angeliza Ortiz-Ng
Robert J. Schneider, Jr.
Jeffrey Sponder
Fran B. Steele
James Stives
William J. Ziemer

**Bankruptcy Judges for the District of
New Jersey**

Judge Andrew B. Altenburg, Jr.
Judge Christine M. Gravelle
Judge Jerrold N. Poslusny, Jr.
Judge John K. Sherwood
Judge Kathryn C. Ferguson
Judge Michael B. Kaplan
Judge Rosemary Gambardella

Judge Stacey L. Meisel
Judge Vincent F. Papalia

Bankruptcy Rule 2002 Appearances¹

ACE Property and Casualty Insurance
Company (f/k/a CIGNA Property
& Casualty Insurance Company)
AIG Europe S.A. (as successor in interest to
Union Atlantique d'Assurances S.A)
AIG Property Casualty Company (f/k/a
Birmingham Fire Insurance Company of
Pennsylvania)
AIU Insurance Company
Albertsons Companies, Inc.
Wanda Allen
Allstate Insurance Company, as successor in
interest to Northbrook Excess & Surplus
Insurance Company, formerly
Northbrook Insurance Company
Atlanta International Insurance Company (as
successor in interest to Drake Insurance
Company)
ASR Schadeverzekering N.V. (as successor
in interest to Assurantiekooor Van Wijk
& Co.)
Barnes Law Group
Bausch Health Americas, Inc. f/k/a Valeant
Pharmaceuticals International
Bausch Health Companies Inc. f/k/a Valeant
Pharmaceuticals International, Inc.
Bausch Health US, LLC f/k/a Valeant
Pharmaceuticals North America LLC
Bestwall LLC
Blue Cross Blue Shield Association
Edna Brown
Barbara Busch
Beatriz Cabeza
Monica Cambron
Tarshwa Carter
Central National Insurance Company of
Omaha
Century Indemnity Company

Bridget Coates
Cohen, Placitella & Roth P.C.
Lillian Cohn-Sharon
The Continental Insurance Company
Elaine Cook
Cyprus Amax Minerals Company
Cyprus Mines Corporation
Gloria Davis
Dawn Dispensa
Patricia Dunbar
Employers Ins. Company of Wausau
Employers Ins. of Wausau
Employers Mutual Casualty Company
Fears Nachawati PLLC
Federal Insurance Company
Roger Frankel
Ann Frye-Moragne
Debra Fugiel
Victoria Gomes
Granite State Insurance Company
Great Northern Insurance Company
Andrea Harris
Charlette Hein
Tabitha Henry
Christine Hodge
Darlene Holland
Imerys SA
Imerys Talc America, Inc.
Imerys Talc Canada Inc.
Imerys Talc Vermont, Inc.
The Insurance Company of the State of
Pennsylvania
Johnson & Johnson
Johnson & Johnson Consumer Inc.
Voncile Jones
Amanda Joyce
Shelly King
Mildred Kirk-Brown
Klehr Harrison Harvey Branzburg LLP
Julie Lamore
Law Firm of Brian W.
Hofmeister, LLC
Susan Leach

¹ Where a Bankruptcy Rule 2002 appearance was filed by counsel on behalf of clients, the clients have been listed herein to the extent identified and where certain clients have not been identified, the filing counsel is listed, to the extent not otherwise listed herein.

Mary Leinen
Lexington Insurance Company
Jo Ellen Luster
Nancy Lyman
Marshack Hays LLP
Bernadette McGinnis
Metals & Minerals Insurance
Company Ptd. Ltd.
The Miller Firm, LLC
Pamela Morrill
National Union Fire Insurance Company of
Pittsburgh, Pa.
Nationwide Indemnity
New Hampshire Insurance Company
The North River Insurance Company
N.V. Schadeverzekeringsmaatschappij Maas
Lloyd (individually and as successor in
interest to policies subscribed in favor of
Johnson & Johnson by N.V.
Rotterdamse Assurantiekas, n/k/a De
Ark)
Kathleen O'Halloran
Lisa O'Neal
OnderLaw, LLC
Pacific Employers Insurance Company
The Plaintiffs Steering Committee in the In
re: Johnson & Johnson Talcum Powder
Products Marketing, Sales Practices and
Precuts Liability Multi-District
Litigation
Pension Benefit Guaranty Corporation
Linda Rabasca
Republic Indemnity Company of America
RheinLand Versicherungen (as successor in
interest only to the subscriptions of the
former Dutch company Rheinland
Verzekeringen)
Rio Tinto America Inc.
Rio Tinto America Holdings Inc.
Rio Tinto Services Inc.
Cora Robinson
Robinson Calcagnie, Inc.
Ross Feller Casey, LLP
Lisa Sabatine
Maraldine Schmidt
Valerie Schultz
Scottsdale Insurance

Isabel Spano
Sue Sommer-Kresse
Starr Indemnity & Liability Company (as
successor in interest to Republic
Insurance Company)
State of Texas, Attorney General of Texas
Jeanne Stephenson
Three Crowns Insurance Company
Christine Torres
Travelers Casualty and Surety Company
(f/k/a The Aetna Casualty and Surety
Company)
May Virata
Westchester Fire Insurance Company
Sharon Wildman
Williams Hart Boundas Easterby, LLP
Oshunna Williams

**Professionals Retained and Proposed to
be Retained by Official Committee of
Talc Claimants**

Bailey & Glasser LLP
Brown Rudnick LLP
FTI Consulting, Inc.
Genova Burns LLC
Gilbert LLP
Houlihan Lokey Capital, Inc.
Massey & Gail LLP
Miller Thomson LLP
Monzack Mersky and Browder P.A.
The Brattle Group

**Members of the Official Committee of
Talc Claimants and the Law Firms that
Represent Them**

Alishia Landrum
April Fair
Blue Cross Blue Shield of Massachusetts
Darlene Evans
Hill Hill Carter Franco Cole & Black, PC
Kellie Brewer
Kristie Doyle, as Estate Representative of
Dan Doyle
Levin, Papantonio, Rafferty
Proctor, Buchaman, O'Brien,
Barr, Mougey, P.A.
Patricia Cook
Randy Derouen

Rebecca Love
Tonya Whetsel, as Estate Representative of
Brandon Whetsel
William A. Henry, as Estate Representative
of Debra Henry

**The Future Talc Claimants
Representative and Retained
Professionals**

Randi S. Ellis
Walsh Pizzi O'Reilly Falanga LLP

**The Fee Examiner and Retained
Professionals**

Bernstein, Shur, Sawyer & Nelson, P.A.
Robert J. Keach
Taurig Law LLC

Co-Mediators

Gary Russo
Joel Schneider

**Member States of Ad Hoc Committee of
States Holding Consumer Protection
Claims**

Alabama
Alaska
Arkansas
Arizona
Colorado
Connecticut,
Delaware
Florida
Hawaii
Idaho
Illinois
Iowa
Kansas
Kentucky
Maine
Maryland
Massachusetts
Michigan,
Minnesota
Mississippi
Montana
Nebraska
Nevada
New Hampshire
New Jersey

New York
North Carolina,
North Dakota
Ohio
Oklahoma
Oregon
Rhode Island
South Dakota
Texas
Utah
Vermont
Virginia
Washington
Washington, D.C.
West Virginia
Wisconsin

**Counsel to Ad Hoc Committee of States
Holding Consumer Protection**

Womble Bond Dickinson (US) LLP

**Parties to Pending Appeals and Their
Counsel**

Arnold & Itkin LLP
Aylstock, Witkin, Kreis & Overholtz PLLC
KTBS Law LLP
Offit Kurman P.A.
Pachulski Stang Ziehl & Jones
Bailey Glasser LLP
Brandi Carl
Brown Rudnick LLP
Cooley LLP
Cooney & Conway
Dean Omar Branham Shirley LLP
Evan Plotkin
Genova Burns LLC
Giovanni Sosa
Golomb Spirit Grunfeld
Jan Deborah Michelson-Boyle
Karst & von Oiste LLP
Katherine Tollefson
Kazan, McClain, Satterley & Greenwood
Kristie Doyle as Estate Representative of
Dan Doyle
Levy Konigsberg LLP
Lex Nova Law LLC
Massey & Gail LLP
Maune Raichle Hartley French & Mudd,
LLC
Motley Rice
Otterbourg P.C.
Parkins Lee & Rubio LLP

Patricia Cook
Randy Derouen
Sherman Silverstein Kohl Rose &
Podolsky, P.A.
Shirleeta Ellison
Tonya Whetsel as Estate Representative of
Brandon Whetsel
Waldrep Wall Babcock & Bailey PLLC
Weitz & Luxenberg, P.C.

**Certain Law Professors Filing Amici
Briefs**

Bruce Markell
Diane Dick
Erwin Chemerinsky
J. Marie Glover
Jared Ellias
Kenneth Ayotte
Robert K. Rasmussen
Susan Block-Lieb
Yesha Yadav

SCHEDULE 2

Disclosure Schedule

SCHEDULE 2
LTL Management LLC

**SUPPLEMENTAL SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY
EMPLOY OR HAVE FORMERLY EMPLOYED HOGAN LOVELLS IN MATTERS
UNRELATED TO THE DEBTOR OR ITS CHAPTER 11 CASE**

| INTERESTED PARTY | RELATIONSHIP TO THE DEBTOR | CLIENTS AND OTHER AFFILIATES |
|--|--------------------------------------|--|
| | Direct Equity Owner of Debtor | |
| Johnson and Johnson Consumer Inc. | | Current firm client |
| | Other Non-Debtor Affiliates | |
| Actelion Pharmaceuticals US, Inc. | | Current firm client |
| Apsis | | Apsis Healthcare Systems, LLC is a current firm client. |
| DePuy International Limited | | Current firm client. |
| DePuy Spine, LLC | | DePuy Spine, Inc. is a current firm client |
| Ethicon, Inc. | | Current firm client |
| Janssen Alzheimer Immunotherapy (Holding) Limited | | Affiliate Janssen Alzheimer Immunotherapy Research & Development, LLC is a current firm client |
| Janssen-Cilag SAS | | Current firm client |
| Janssen Pharmaceutica NV | | Current firm client |
| Janssen Pharmaceuticals, Inc. | | Current firm client |
| Johnson & Johnson GmbH | | Current firm client. |
| Johnson & Johnson LLC | | Current firm client |
| Johnson & Johnson Medical (China) Ltd. | | Current firm client |
| Johnson & Johnson Medical Limited | | Current firm client |
| Johnson & Johnson Medical SAS | | Current firm client |
| Johnson & Johnson Sante Beaute France | | Current firm client |
| Johnson & Johnson Vision Care, Inc. | | Current firm client |

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|---|---|--|
| Johnson & Johnson, S.A. | | Current firm client |
| Mentor Medical Systems B.V. | | Current firm client |
| Ortho Clinical Diagnostics Esc | | Affiliate Ortho-Clinical Diagnostics Inc. is a current firm client |
| Perouse Plastic | | Current firm client |
| Synthes GmbH | | Current firm client |
| Synthes, Inc. | | Current firm client |
| | Depository and Disbursement Banks | |
| Bank of America, N.A. | | Current firm client Multiple affiliates of Bank of America, N.A. are current firm clients |
| | Major Sureties | |
| Chubb | | Current firm client |
| Federal Insurance Company | | Current firm client |
| Liberty Mutual Insurance Company | | Current firm client |
| Travelers Casualty and Surety Company of America | | Travelers Casualty & Surety Company is a current firm client |
| | Parties to Material Contracts with the Debtor | |
| Johnson & Johnson Consumer Inc. | | Current firm client |
| Johnson & Johnson | | Current firm client Multiple affiliates of Johnson & Johnson are current firm clients |
| U.S. Bank N.A. | | Current firm client |
| | Significant Co-Defendants in Talc-Related Litigation | |
| 3M Company | | Current firm client |
| Albertsons Companies, Inc. | | Current firm client |
| Avon Products, Inc. | | Affiliates of Avon Products, Inc. are current firm clients. |
| BASF Catalysts LLC | | Current firm client |

| | | |
|--|--|--|
| | | Affiliates of BASF Catalysts are current firm clients |
| Borg Warner <u>MorseTec</u>, Inc | | Affiliate BorgWarner Inc. is current firm client |
| Bristol-Myers Squibb Company | | Current firm client |
| Carrier Corporation | | Affiliates of Carrier Corporation are current firm clients |
| Chanel, Inc. | | Current firm client |
| Colgate-Palmolive Company | | Current firm client |
| Eli Lilly and Company | | Current firm client |
| Elizabeth Arden, Inc. | | Affiliates of Elizabeth Arden are current firm clients |
| Estee Lauder Inc. | | Current firm client |
| FMC Corporation | | Current firm client |
| Ford Motor Company | | Current firm client |
| Foster Wheeler, LLC | | Current firm client |
| Gardner Denver, Inc. | | Current firm client |
| General Electric Company | | Current firm client Affiliates of General Electric Company are current firm clients |
| Goodyear Tire & Rubber Co. | | Current firm client |
| Honeywell International, Inc. | | Current firm client Affiliates of Honeywell International Inc. are current firm clients |
| Imerys USA, Inc. | | Current firm client |
| L'Oreal USA, Inc. | | Affiliate L'Oreal S.A. is a current firm client |
| Mary Kay Inc. | | Current firm client |
| Metropolitan Life Insurance Company | | Current firm client |
| Pfizer, Inc. | | Current firm client |
| PTI Royston, LLC | | Current firm client |
| Publix Super Markets, Inc. | | Current firm client |
| Sanofi-Aventis U.S. LLC | | Affiliates of Sanofi-Aventis U.S. LLC are current firm clients |

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|--|---|--|
| The Procter & Gamble Company | | Current firm client |
| Unilever Home & Personal Care USA | | Affiliates of Unilever Home & Personal Care USA are current firm clients |
| ViacomCBS, Inc. | | Current firm client Affiliates of ViacomCBS Inc. are current firm clients |
| Walmart, Inc. | | Current firm client |
| Wyeth Holdings LLC | | Affiliates of Wyeth Holdings LLC are current firm clients |
| Yves Saint Laurent America, Inc. | | Affiliate Yves Saint Laurent SAS is a current firm client |
| | Debtor's Retained Professionals and Claims Agent | |
| AlixPartners LLP | | Current firm client |
| Epiq Corporate Restructuring LLC | | Current client within the last 3 years |
| Jones Day | | Current firm client |
| King & Spalding LLP | | Current firm client |
| McCarter & English, LLP | | Current firm client |
| Blake, Cassels & Graydon LLP | | Current firm client |
| Skadden, Arps, Slate, Meager & Flom LLP | | Current firm client |
| | Debtor's Significant Ordinary Course Professionals, Consultants, and Service Providers | |
| Barnes & Thornburg, LLP | | Current firm client |
| Blank Rome LLP | | Current firm client |
| Covington & Burling LLP | | Current firm client |
| Faegre Drinker Biddle & Reath LLP | | Current firm client |
| Kirkland & Ellis LLP | | Current firm client |
| Morgan Lewis | | Current firm client |
| Nelson Mullins Riley & Scarborough, LLP | | Current firm client |
| Orrick, Herrington, & Sutcliffe, LLP | | Current firm client |
| Proskauer Rose LLP | | Current firm client |
| Schnader Harrison Segal & Lewis | | Current firm client within the last 3 years |

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|--|---|--|
| Sidley Austin LLP | | Current firm client |
| Tucker Ellis LLP | | Current firm client |
| | Known Professionals for Certain Non-Debtor Parties in Interest | |
| White & Case LLP | | Current firm client |
| | Material Potentially Indemnified Parties | |
| Bausch Health Companies Inc. | | Current firm client |
| Imerys Talc America, Inc. Imerys Talc Vermont, Inc. | | Affiliates of Imerys Talc are current firm clients |
| Publix Super Markets, Inc. | | Current firm client |
| Rio Tinto America, Inc. | | Affiliates of Rio Tinto America Inc. are current firm clients |
| Walmart Inc. | | Current firm client |
| | Key Parties in Imerys Talc America, Inc. and Cyprus Mines Corp. Chapter 11 Cases | . |
| Imerys S.A. Imerys Talc America, Inc. Imerys Talc Vermont, Inc. (fka Windsor Minerals Inc.) | | Affiliates of Imerys S.A. are current firm clients. |
| | Debtor's Insurers | |
| ACE Property & Casualty Insurance Company | | Current firm client |
| AIG Europe S.A. AIG Property and Casualty Company | | Affiliates of AIG are current firm clients. |
| Allianz Ins. Company Allianz Global Risks US Insurance Company | | Allianz Ins. Company is a current firm client Affiliates of Allianz Insurance are current firm clients |
| Chubb | | Current firm client |
| Everest Reinsurance Company | | Current firm client |
| Great American | | Current firm client |

| | | |
|--|---|---|
| Hartford Accident and Indemnity Company | | Affiliate Navigators Management (UK) Limited is a current firm client |
| Lexington Ins. Company | | Current firm client within the last 3 years |
| Munich Reinsurance America, Inc. | | Current firm client |
| ProSight | | Current firm client |
| Riverstone Insurers | | Current firm client |
| Travelers Casualty and Surety Company | | Current firm client |
| XL Ins. Company | | Current firm client |
| | Bankruptcy Rule 2002 Appearances | |
| ACE Property and Casualty Insurance Company (f/k/a CIGNA Property & Casualty Insurance Company) | | Current firm client |
| AIG Europe S.A. (as successor in interest to Union Atlantique d'Assurances S.A) AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania) | | Affiliates of AIG are current firm clients. |
| Albertsons Companies, Inc. | | Trelleborg Wheel Systems Italia SPA is a current firm client. |
| Bausch Health Companies Inc. f/k/a Valeant Pharmaceuticals International, Inc. | | Current firm client |
| Blue Cross Blue Shield of Massachusetts, Inc | | Current firm client |
| Imerys SA Imerys Talc America, Inc. Imerys Talc Canada Inc. Imerys Talc Vermont, Inc. | | Affiliates of Imerys SA and Imerys Talc are current firm clients. |
| Johnson & Johnson Johnson & Johnson Consumer Inc. | | Current firm clients |
| Lexington Insurance Company | | Current firm client within the last 3 years |

| | | |
|---|--|--|
| Rio Tinto America Inc. Rio Tinto America Holdings Inc. Rio Tinto Services Inc. | | Affiliates of Rio Tinto America Inc. are current firm clients |
| Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company) | | Current firm client |
| | Professionals Retained and Proposed to be Retained by Official Committees of Talc Claimants | |
| Cooley LLP | | Current firm client |
| FTI Consulting, Inc | | Current firm client |
| Genova Burns LLC | | Current firm client |
| Miller Thomson LLP | | Current firm client |
| | Certain Law Professors Filing Amici Briefs | |
| Erwin Chemerinsky | | Current firm client |
| | Member States of Ad Hoc Committee of States Holding Consumer Protection Claims | |
| Alaska | | A department of the state is a current firm client |
| Colorado | | An authority of the state is a current firm client |
| Delaware | | A department of the state is a current firm client |
| Hawaii | | The State of Hawaii is a current firm client |
| Illinois | | A state funded agency is a current firm client |
| Maryland | | A commission of the state government was a current firm client within the last 3 years |
| Massachusetts | | An office of the state government is a current firm client |
| Minnesota | | An office of the state government is a current firm client |
| Montana | | An office of the state government is a current firm client |

| | | |
|------------------------|--|--|
| New Jersey | | An office of the state government is a current firm client |
| New York | | A commission of the state government is a current firm client |
| North Dakota | | The state of North Dakota is a current firm client |
| Ohio | | An authority of the state government is a current firm client A state funded agency is a current firm client |
| Utah | | A department of the state government is a current firm client |
| Virginia | | A department of the state government is a current firm client An authority of the state government is a current firm client |
| Washington D.C. | | A tri-jurisdictional government agency of which Washington D.C. is a part is a current firm client |

EXHIBIT B

Disclosure of Compensation

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

WOLLMUTH MAHER & DEUTSCH LLP

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(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTOR

In re:

LTL MANAGEMENT LLC,¹

Debtor.

Chapter 11

Case No.: 21-30589 (MBK)

Judge: Michael B. Kaplan

DISCLOSURE OF COMPENSATION OF HOGAN LOVELLS US LLP

Pursuant to section 329(a) of the Bankruptcy Code and Rule 2016(b) of the Federal Rules of Bankruptcy Procedure, I, Neal Kumar Katyal hereby certify as follows:

1. I am a partner with the law firm of Hogan Lovells US LLP (“Hogan Lovells”) and am duly authorized to make this Disclosure of Compensation on behalf of Hogan Lovells in connection with the *Application for Retention of Hogan Lovells US LLP, Effective as*

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

of April 4, 2022 (the “Application”).² The facts set forth in this Disclosure of Compensation are personally known to me and, if called as a witness, I could and would testify thereto.

2. Hogan Lovells has received no payment for services provided to the Debtor in the one-year period preceding the Petition Date. As of the Petition Date, the firm was owed \$0.00.

3. In addition, in the one-year period preceding the Petition Date, J&J paid Hogan Lovells a total of \$951,456.80 for actual fees and expenses for December 24, 2020 through July 15, 2021 relating to certain prepetition legal services provided to J&J and Old JJCI, in connection with seeking Supreme Court review of the Ingham verdict.

4. An accounting of prepetition payments made to Hogan Lovells by J&J in the one-year period preceding the Petition Date is attached hereto as Schedule 1.

5. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor Hogan Lovells, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with the Chapter 11 Case, other than as permitted by the Bankruptcy Code. Hogan Lovells has not agreed to share compensation received in connection with this case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Rule 2016(b) of the Federal Rules of Bankruptcy Procedure in respect of the sharing of compensation among Hogan Lovells’ partners.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

Dated: May 4, 2022
Washington D.C.

/s/ Neal Kumar Katyal
Neal Kumar Katyal
Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004
Telephone: (202) 637-5600
Fax: (202) 637-5910

SCHEDULE 1

Accounting Summary of Payments

| <u>PAYMENTS RECEIVED FOR SERVICES TO J&J AND OLD JJCI</u> | | | |
|--|-----------------------|--------------------|--------------------------|
| DATE | INVOICE AMOUNT | TRANSACTION | PAYMENTS RECEIVED |
| 2/24/2021 | \$41,439.60 | 22200131906 | \$41,439.60 |
| 4/1/2021 | \$150,867.60 | 22200135132 | \$150,867.60 |
| 4/14/2021 | \$195,197.60 | 22200136279 | \$195,197.60 |
| 6/2/2021 | \$281,578.80 | 22200141482 | \$281,578.80 |
| 6/24/2021 | \$64,068 | 22200143834 | \$64,068 |
| 7/28/2021 | \$141,610.80 | 22200147284 | \$141,610.80 |
| 8/18/2021 | \$72,848 | 22200149804 | \$72,848 |
| 9/16/2021 | \$3,846.40 | 22200153058 | \$3,846.40 |

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

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(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTOR

In re:

LTL MANAGEMENT LLC,¹

Debtor.

Chapter 11

Case No.: 21-30589 (MBK)

Judge: Michael B. Kaplan

ORDER AUTHORIZING RETENTION OF HOGAN LOVELLS US LLP

The relief set forth on the following pages is hereby **ORDERED**.

¹ The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

(Page 2)

Debtor: LTL Management LLC

Case No. 21-30589-MBK

Caption: Order Authorizing Retention of Hogan Lovells

Upon the applicant's, LTL Management LLC's (the "Debtor's"),² request for authorization to retain Hogan Lovells US LLP ("Hogan Lovells") as counsel to the Debtor, effective as of April 4, 2022, it is hereby **ORDERED**:

1. The Debtor is authorized to retain Hogan Lovells in the professional capacity noted in the Application. Such retention shall be effective as of April 4, 2022.
The professional's address is: Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, D.C. 20004
2. Hogan Lovells shall file monthly, interim and final fee requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in Sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Bankruptcy Rules, the U.S. Trustee Guidelines (as defined below), and any other applicable procedures and orders of this Court, including any order approving interim compensation procedures. The rights of all parties-in-interest with respect to any such fee requests are fully preserved.
3. Hogan Lovells shall bill only 50% for its services for non-working travel.
4. Hogan Lovells shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of Hogan Lovells' fee applications in this case.
5. Hogan Lovells will agree to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "U.S. Trustee Guidelines").

² Capitalized terms used herein but not defined shall have the meaning given to such terms in the Application.

(Page 3)

Debtor: LTL Management LLC

Case No. 21-30589-MBK

Caption: Order Authorizing Retention of Hogan Lovells

6. Hogan Lovells will use the billing and expense categories set forth in the U.S. Trustee Guidelines (Exhibit D-1 “Summary of Compensation Requested by Project Category”).
7. Hogan Lovells shall provide any and all monthly fee statements, interim fee applications, and final fee applications in “LEDES” format to the U.S. Trustee.
8. If the professional requested a waiver as noted below, it is ☐ Granted ☐ Denied.

☐ Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.

☐ Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of service