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## **CLASS SETTLEMENT AGREEMENT**

This Class Settlement Agreement (“Agreement”) is entered into on August \_\_, 2019, by and between Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, Kristen Bowers, Brenna Kelly-Starkebaum, Ashley Willey, Mekenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff (collectively “Plaintiffs”), on behalf of themselves and the members of the Settlement Class, on the one hand, and Defendant Younique LLC (“Younique”) (collectively, Plaintiffs and Younique are the “Parties”). The Parties intend for this Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

### **I. RECITALS**

A. On August 14, 2017, Schmitt filed a class action complaint in the Central District of California styled *Schmitt v. Younique LLC*, No. 8:17-cv-01397, which was assigned to the Honorable James V. Selna. Schmitt alleged that Younique misrepresented that the fiber lash component of Moodstruck 3D Fiber Lashes was “100% Natural Green Tea Fibers.” Younique disputed, and continues to dispute, the allegation.

B. On October 4, 2018, Bowers filed a class action complaint in the Circuit Court of Jackson County in the State of Missouri styled *Bowers v. Younique LLC*, 1816-CV25646. Bowers asserted a similar factual allegation as that in *Schmitt*. Younique disputed, and continues to dispute, the allegation.

C. Following amendments to the *Schmitt* complaint and discovery, Schmitt, Miller-Brun, Reilly and Carol Tebay Orłowski moved for class certification of a multistate class. Younique opposed the motion for class certification and moved for summary judgment, or in the alternative, summary adjudication. On December 21, 2018, the Court granted in part and denied in part Younique’s motion for summary judgment. On January 10, 2019 the Court granted in part and denied in part the motion for class certification.

D. Younique, Younique’s Counsel and representatives of Class Counsel, participated in private mediation on August 31, 2018 and April 23, 2019. Discussions continued through the mediators and between counsel, ultimately resulting in this Agreement.

## II. DEFINITIONS

A. “**Action**” means the lawsuit captioned *Schmitt et al. v. Younique, LLC*, No. 8:17-cv-01397, pending in the United States District Court for the Central District of California, Southern Division.

B. “**Agreement**” or “**Class Settlement Agreement**” means this Agreement and any exhibits attached or incorporated hereto, including any amendments the Parties may agree to in writing, and any exhibits to such amendments.

C. “**Attorneys’ Fees**” means any funds the Court may award to Class Counsel as compensation for representing Plaintiffs and the Settlement Class, for prosecuting the Action, the *Bowers* Action, any Related Action and/or this Agreement, as set forth in Section X(A).

D. “**Bowers Action**” means *Bowers v. Younique LLC*, 1816-CV25646, pending in the Circuit Court of Jackson County in the State of Missouri.

E. “**Claim Form**” means the document to be submitted by members of the Settlement Class seeking payment pursuant to Section V(A) of this Agreement in the form or substantially the same form as attached hereto as **Exhibit A**.

F. “**Claim Period**” means the time period during which the members of the Settlement Class may submit a Claim Form to the Settlement Administrator for review. Subject to Court approval, the Claim Period will be 90 days.

G. “**Class Counsel**” means The Sultz Law Group, P.C., Nye Peabody Stirling Hale & Miller LLP, Walsh PLLC, and Carlson Lynch Sweet Kilpela & Carpenter, LLP.

H. “**Class Notice**” means the legal notice of the proposed Settlement terms as described in Section VI(A)(1), according to the Notice Plan set forth attached hereto **Exhibit B** and in the form of **Exhibits C** through **F** attached hereto (email notice, long form notice, postcard notice, and social media notice, respectively), subject to approval by the Court, to be provided to potential members of the Settlement Class in the methods set forth below.

I. “**Class Period**” means the period from October 1, 2012, to July 31, 2015.

J. “**Complaint**” means the operative Second Amended Complaint in the Action.

K. “**Court**” means the United States District Court for the Central District of California.

L. “**Effective Date**” means the first date by which all of the following events have occurred:

1. The Court has entered the Preliminary Approval Order;
2. The Court has entered the Final Approval Order and Judgment; and
3. The Final Approval Order and Judgment is final, meaning either
  - a. final affirmance on any appeal of the Final Approval Order and Judgment;
  - b. final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or
  - c. if no appeal is filed, the time for the filing or noticing of any form of appeal from the Final Approval Order and Judgment has expired.

M. “**Expenses**” means reasonable litigation expenses incurred by Class Counsel in representing Plaintiffs and the Settlement Class, and prosecuting the Action, the *Bowers* Action, any Related Action and/or this Agreement, including but not limited to travel, expert fees, transcripts, vendors, discovery costs and filing fees that the Court may award to Class Counsel pursuant to Section X(B). Expenses do not include costs or expenses associated with Class Notice or the administration of the settlement.

N. “**Final Approval Order and Judgment**” means the order in which the Court (i) grants final approval of this Agreement, (ii) certifies the Settlement Class, (iii) authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, (iv) authorizes the creation of the Qualified Settlement Fund by the Fund Institution to receive payments under this Agreement; (v) awards Attorneys’ Fees and Expenses, (vi) awards Service Awards, (vii) rules on timely objections to this Agreement (if any), and (viii) authorizes the entry of a final judgment and dismissal of the Action with prejudice.

O. “**Fund Institution**” means a third-party banking institution, jointly selected by Class Counsel and Yunique, where the cash funds Yunique will pay under the terms of this Agreement will be deposited into a Qualified Settlement Fund account, specifically, the Settlement Fund.

P. “**Notice Plan**” means the plan for distributing and publication of Class Notice developed by the Settlement Administrator, substantially in the form of the notice plan attached hereto as **Exhibit B**.

Q. “**Preliminary Approval Order**” means the order in which the Court (a) preliminarily certifies the Settlement Class; (b) preliminarily approves this Agreement for

purposes of issuing Class Notice; (c) approves the Class Notice and Notice Plan; (d) appoints the Settlement Administrator; (e) appoints Class Counsel as counsel to the Settlement Class; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

R. **“Product”** means Defendant Younique’s Moodstruck 3D Fiber Lashes sold between October 2012 and July 2015 sold as a standalone product and not as part of a kit and that was purchased for personal, family or household use and not for resale.

S. **“Proof of Purchase”** means a receipt or other documentation reasonably establishing the fact of purchase of the Product during the Class Period in the United States. Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to the Settlement Administrator to establish proof of purchase for class membership, such as a receipt, email receipt or shipping confirmation from Younique, and/or picture of the Product, to the extent the Settlement Administrator is able to confirm the documentation is reasonably reliable and consistent with industry standard fraud prevention measures.

T. **“Qualified Settlement Fund”** means the type of fund, account, or trust, created pursuant to and meeting the requirements for a qualified settlement fund under Treasury Regulation Section 1.468B-1, that the Fund Institution will establish to receive payments under this Agreement.

U. **“Related Action”** means any action previously filed, threatened to be filed, or filed in the future in any state or federal court asserting claims and/or alleging facts substantially similar to those asserted and alleged in this Action, including but not limited to the *Bowers* Action.

V. **“Released Claims”** means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys’ fee or expense, action, or cause of every kind and description that any Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement Class either in the Action or in any Related Action or proceeding in any other court or forum, including but not limited to the

*Bowers* Action, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons, including relating to the labeling, advertising and marketing of the Product or that otherwise relates in any way to Younique’s claims that the fiber component of the Product was 100% Natural Green Tea Fibers” or “Natural Fibers.”

W. “**Released Persons**” means and includes Younique and each of its current and former parents, subsidiaries, affiliates and controlled companies both inside and outside the United States, predecessors, and successors, suppliers, distributors, presenters, customers, and assigns, including the present and former directors, officers, employees, presenters, shareholders, agents, insurers, partners, privies, representatives, attorneys, accountants, and all persons acting by, through, under the direction of, or in concert with them.

X. “**Service Award**” means the amounts the Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, Kristen Bowers, Brenna Kelly-Starkebaum, Ashley Willey, Mekenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff will receive for their service as plaintiffs and/or as class representatives in the Action, the *Bowers* Action or Related Actions, pursuant to Section X(C).

Y. “**Settlement Administrator**” means the company jointly selected by Class Counsel and Younique’s Counsel and approved by the Court to provide Class Notice and to administer the claims process.

Z. “**Settlement Class**” means all persons who (1) during the Class Period, resided in one of the following states: California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, and Washington; and (2) purchased one or more Products for personal, family or household use and not for resale. Presenters will not be excluded from the Class but only their purchases for personal, family or household use and not for resale will be subject to this Agreement as set forth in Section V. Excluded from the Settlement Class are: (a) Younique’s board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court’s staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with Section VIII(B) of this Agreement or as approved by the Court.

AA. “**Settlement Fund**” means the money that Younique will pay or cause to be paid in accordance with Section IV(A) of this Agreement.

BB. “**Settlement Website**” means the website to be created pursuant to Section VI(A)(1)(c) of this Agreement.

CC. “**Younique LLC**” or “**Younique**” means Defendant Younique LLC, a limited liability company with its principal place of business in Lehi, Utah, and its predecessors, parents, subsidiaries, shareholders, affiliates, officers, directors, partners, employees, presenters, agents, servants, assignees, successors, and/or other transferees or representatives.

DD. “**Younique’s Counsel**” means Sheppard Mullin Richter and Hampton, LLP, to the attention of Sascha Henry and Abby Meyer.

### **III. CLASS CERTIFICATION AND APPROVAL**

A. For the purposes of this Agreement, the Parties stipulate and agree that the Settlement Class should be certified. Such certification is for settlement purposes only, and has no effect for any other purpose.

B. The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, this Action shall revert to the status that existed as of April 23, 2019.

C. As part of the settlement process, Plaintiffs will move the Court for entry of the Preliminary Approval Order. Plaintiffs will provide drafts of the moving papers for Younique’s reasonable review and comment one week before filing.

D. Assuming that the Court enters the Preliminary Approval Order, Plaintiffs will later move for the Final Approval Order and Judgment, which seeks final approval of this Agreement, certifies the Settlement Class, authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, authorizes the creation of the Qualified Settlement Fund by the Fund Institution to receive payments under this Agreement, awards Attorneys’ Fees and Expenses, awards Service Awards, rules on timely objections to this Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Action with prejudice. Plaintiffs will provide drafts of the moving papers for Younique’s reasonable review and comment one week before filing.

E. The Parties agree that Younique may submit a motion, brief or other materials to the Court related to preliminary approval, notice, class certification, attorney’s fees, expenses, final approval, service awards, claims administration or objections. If Younique chooses to do so, Younique will provide Class Counsel a copy of Younique’s draft submission three (3)

business days in advance of filing and will agree to meet and confer with Class counsel concerning the submission before filing it.

**IV. SETTLEMENT CONSIDERATION AND BENEFITS TO THE CLASS.** This Agreement provides two components to benefit the Settlement Class: (a) a Settlement Fund from which member of the Settlement Class who submit timely, valid, and approved claims will obtain refunds as set forth in Section A below; and (b) an agreement by Younique of three years' duration to conduct testing of fiber lash products for which Younique describes the ingredients thereof as "natural," as set forth in Section B below.

A. **Settlement Fund.** Younique shall establish a Settlement Fund with a value of Three Million, Two Hundred and Fifty Thousand Dollars (\$3,250,000.00) and shall make all cash payments due under this Agreement by paying this amount into a Qualified Settlement Fund at the Fund Institution, such fund to be established and administered by the Fund Institution as to meet the requirements applicable to a qualified settlement fund pursuant to Treasury Regulations Section 1.463B, subject to the following limitations and conditions.

1. **Order of Payments from the Settlement Fund.** The Settlement Fund shall be applied to pay in full and in the following order: (i) any necessary taxes and tax expenses, if any; (ii) all costs and expenses associated with Class Notice, including but not limited to all fees and expenses of the Settlement Administrator; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to all fees and expenses of the Settlement Administrator; (iv) any Attorneys' Fees award made by the Court to Class Counsel pursuant to Section X(A) of this Agreement; (v) any award of Expenses made by the Court to Class Counsel pursuant to Section X(B) of this Agreement; (vi) any Service Awards made by the Court to Plaintiffs under Section X(C) of this Agreement; (vii) cash payments distributed to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claims process outlined in Section V; and (viii) the Residual Funds, if any, pursuant to Section V(L) of this Agreement. Payments under (i), (ii) and (iii) above shall be subject to written approval by Class Counsel and Younique's Counsel. Payments under (iv), (v), (vi), (vii) and (viii) shall be subject to approval by the Court in a Final Approval Order and Judgment and after the Effective Date.



2. **Younique's Funding of the Settlement Fund.**

a. Within ten (10) bank days after the Preliminary Approval Order is entered, Younique shall transfer \$200,000.00 into the Settlement Fund which shall be used to pay costs and expenses of the Settlement Administrator, including to effectuate Class Notice pursuant to the Notice Plan. This deadline may be extended by mutual consent of the Parties. The cost of any re-notice and supplemental administration shall be paid by Younique up to \$50,000.00, separate from the Settlement Fund.

b. Within ten (10) bank days after the Effective Date, Younique shall fund \$3,050,000.00 into the Settlement Fund which shall be used pursuant to Section IV(A)(1) above. This deadline may be extended by mutual consent of the Parties.

3. **Younique's Maximum Liability Under this Agreement.** In no circumstances shall Younique's total contribution to or liability for the Settlement Fund exceed Three Million, Two Hundred and Fifty Thousand Dollars (\$3,250,000.00). Under this Agreement, the Parties agree that the Settlement Fund encompasses the full extent of Younique's monetary payment due under this Agreement. These payments, pursuant to the terms and conditions of this Agreement, will be in full satisfaction of all individual and class claims asserted in or that could have been asserted in this Action, the *Bowers* Action and any Related Action.

4. **No Tax Liability or Representation.** Younique and the Released Persons are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiffs, Class Counsel, any member of Settlement Class, or the Settlement Administrator. Younique and the Released Persons have not made any (and make no representation) to the Plaintiffs, Class Counsel, any member of the Settlement Class, or the Settlement Administrator regarding the tax consequences of payments made under this Agreement.

5. **Return of Settlement Fund.** In the event the Effective Date does not occur, all amounts paid into the Settlement Fund, less amounts incurred for claims administration and notice, shall be promptly returned to Younique, and this Action shall revert to the status that existed as of April 23, 2019, except as otherwise ordered by the Court.

B. **Injunctive Relief: Testing of Ingredients of Future Products**

1. Commencing with the date of the last signature of this Agreement and until August 1, 2022, if Younique elects to describe an ingredient in its current or future fiber lash products as “natural”, Younique will have the product tested by a reputable U.S.-based laboratory every six months to confirm the ingredients identified as “natural” are as described. Such testing shall be undertaken to confirm that the ingredients are natural and not “synthetic” as that term is defined in the Organic Foods Production Act of 1990, at 7 U.S.C. § 6502 (21). To avoid any doubt, the Parties agree this provision applies only to the description of ingredients and does not apply to Younique using the phrases “natural beauty”, “natural look” or words to that effect, in its marketing, advertising or labeling.

2. Nothing in this Agreement shall prohibit or limit Younique’s right or ability to use or permit others to use, in accordance with all applicable laws and regulations, its licenses, logos, taglines, product descriptors, or registered trademarks.

3. Nothing in this Agreement shall preclude Younique from making claims in accordance with applicable FDA, FTC and EPA regulations.

**V. ELIGIBILITY AND PROCESS FOR CLASS MEMBERS TO OBTAIN A CASH PAYMENT.** To be eligible for a cash payment, a member of the Settlement Class must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

A. **Claim Form Availability.** The Claim Form shall be substantially similar to the claim form attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website; and (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, email, or calling a toll-free number provided by the Settlement Administrator.

B. **Timely Claim Forms.** To be considered “timely”, members of the Settlement Class must submit a Claim Form postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice and determined by the Court. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

C. **Valid Claim Forms.** To be considered “valid”, the Claim Form must contain the Settlement Class member’s name and mailing address, attestation of purchase(s) of Products as

described in Section V(D) showing the number of Products purchased during the Class Period. Subject to Section V(H) herein, Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity.

Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Products for personal, family or household use; (ii) attesting to purchase of products that are not covered by the terms of this Agreement; (iii) attesting to purchase of Products or products not during the Class Period; (iv) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (v) failure to fully complete and/or sign the Claim Form; (vi) failure to submit a legible Claim Form; (vii) submission of a fraudulent Claim Form; (viii) submission of a Claim Form that is duplicative of another Claim Form; (ix) submission of a Claim Form by a person who is not a member of the Settlement Class; (x) request by person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (xi) failure to submit a Claim Form by the end of the Claim Period; or (xii) failure to otherwise meet the requirements of this Agreement.

**D. Attestation of Purchase.** Members of the Settlement Class must submit a Claim Form that states to the best of his or her knowledge the total number of Products that he or she purchased, and the approximate date(s) of his or her purchases. The Claim Form shall be signed under an attestation stating the following or substantially similar language: "I declare that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above during the Class Period for my personal, family or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review."

**E. Proof of Purchase.** Members of the Settlement Class may submit Proof of Purchase instead of stating the number and dates of purchase, but must still submit an attestation.

**F. Verification of Purchase May Be Required.** The Claim Form shall advise members of the Settlement Class that while Proof of Purchase is not required to submit a claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud. Younique shall cooperate fully

with the Settlement Administrator if the Settlement Administrator requests such verification. If Younique is unable to produce such verification and the member of the Settlement Class does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the claim is otherwise not approved, the Settlement Administrator may disqualify the claim, subject to the reconsideration procedure outlined in Section V(H) below. The Parties agree that the Settlement Administrator shall seek verification of Claim Forms attesting to more than 33 purchases.

**G. Claim Form Submission and Review.** Members of the Settlement Class may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's timeliness and validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by members of the Settlement Class conform to the requirements of the federal Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*

**H. Claim Form Deficiencies.** In the event the Settlement Administrator rejects a Claim Form pursuant to section V(C) above, the Settlement Administrator shall mail notice of rejection to Settlement Class members whose Claims have been rejected in whole or in part. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all reasonable and customary steps to attempt to cure the defect and to determine the eligibility of the member of the Settlement Class for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including advising the Settlement Class members that if they disagree with the determination, the Settlement Class member may send a letter to the Settlement Administrator requesting reconsideration of the rejection and the Settlement Administrator shall reconsider such determination, which reconsideration shall include consultation with Class Counsel and Younique's Counsel. In such event, Settlement Class members shall be advised of their right to speak with Class Counsel, and Younique is entitled to dispute claims if available records or other information indicate that the information on the Claim Form is inaccurate or incomplete. The Parties shall meet and confer

regarding resolution of such claims and, if unable to agree, shall submit those claims to the Court for determination. As to any claims being determined by the Court pursuant to this paragraph, the Settlement Administrator shall send payment or a letter explaining the Court's rejection of the claim, within thirty-five (35) days of the Court's determination.

I. **Failure to Submit Claim Form.** Unless a member of the Settlement Class opts out pursuant to Section VIII(B), any member of the Settlement Class who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment to be entered in the Action. Based on the release contained in this Agreement, any member of the Settlement Class who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Released Persons concerning any of the matters subject to the release.

J. **Cash Recovery for Members of the Settlement Class.** The relief to be provided to each member of the Settlement Class who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a payment in the form of a cash refund. The total amount of the payment to each member of the Settlement Class will be based on the number of Products purchased by the member of the Settlement Class and the total amount of valid claims submitted. Cash refunds will be paid by the Settlement Administrator via check, pursuant to Section V(K). The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class member's Claim Form and the total number of valid claims. Accordingly, the actual amount recovered by each Settlement Class member who submits a timely and valid claim will not be determined until after the Claim Period has ended and the number of Products purchased by the member of the Settlement Class and the total amount of valid claims submitted is determined.

K. **Distribution to Authorized Settlement Class Members**

1. The Settlement Administrator shall begin paying timely, valid, and approved claims via first-class mail no later than thirty (30) days after the Effective Date.

2. The Settlement Administrator shall have completed the payment to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claim process no later than forty-five (45) days after the Effective Date.

L. **Residual Funds in the Settlement Fund.** If, after the payment of the items set forth in Section IV(A)(1)(i)-(vi) and the expiration of checks mailed to members of the Settlement Class, value remains in the Settlement Fund, it shall be called the Residual Fund. Any value remaining in the Residual Fund shall increase eligible Settlement Class members' relief on a *pro rata* basis until the Residual Fund is exhausted, unless the Parties mutually agree that a supplemental distribution is economically unfeasible. Should the Parties mutually agree that a supplement distribution is economically unfeasible, then the parties will meet and confer in good faith to reach an agreement on a *cy pres* recipient approved by the Court. If the Parties are unable to reach an agreement on a *cy pres* recipient, then Younique, on the one hand, and Plaintiffs, on the other hand, may submit alternative proposals for the *cy pres* recipient to the Court and the Court will select the recipient. There shall be no reverter to Younique.

**VI. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT**

A. **Duties and Responsibilities of the Settlement Administrator.** Class Counsel and Younique recommend and retain Heffler Claims Group to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

1. **Class Notice Duties.** The Settlement Administrator shall be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan, and, as specified in the Preliminary Approval Order. The Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Class Notice duties include, but are not limited to the following:

a. **Class Notice, Notice Plan and Claim Form.** The Settlement Administrator shall consult on, draft, and design the Class Notice, Notice Plan and Claim Form. To the extent that the Settlement Administrator believes there should be changes to the Class Notice, Notice Plan and/or Claim Form, Class Counsel and Younique's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over the Class Notice, Notice Plan and Claim Form and any changes thereto.

b. **Implement Class Notice.** The Settlement Administrator shall implement and arrange for the Class Notice in accordance with the Notice Plan, as approved by the Court in the Preliminary Approval Order.

c. **Establish Settlement Website.** The Settlement Administrator shall establishing a website, [www. FiberLashesSettlement.com](http://www.FiberLashesSettlement.com) that contains the Complaint, this Agreement, the long form of the Class Notice (Exhibit D hereto), a Claim Form capable of being completed and submitted online or printed, the documents to be filed supporting a motion for preliminary approval of this settlement, the documents to be filed supporting an application for an award of Attorneys' Fees, Expenses and Service Awards, and the documents to be filed supporting a motion for Final Approval Order and Judgment. The Settlement Website shall be activated according to the Notice Plan, and shall remain active until 90 calendar days after the Effective Date.

d. **Respond to Request from Potential Settlement Class Members.** The Settlement Administrator shall send the Class Notice and/or a Claim Form, via electronic mail or U.S. mail, to any potential member of the Settlement Class who so requests.

e. **Respond to Counsel Requests.** The Settlement Administrator shall respond requests from Class Counsel and Younique's Counsel.

f. **CAFA Notice.** The Settlement Administrator shall send the notice as set forth in Section VII.

2. **Claim Processing Duties.** The Settlement Administrator shall be responsible for Claim processing and related administrative activities, including communications with members of the Settlement Class concerning this Agreement, the claim process, and the options they have. Claim processing duties include, but are not limited to:

- a. executing any mailings required under the terms of this Agreement;
- b. establishing a toll-free voice response unit to which members of the Settlement Class may refer for information about the Action and the Settlement;
- c. establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- d. receiving and maintaining on behalf of the Court all correspondence from any member of the Settlement Class regarding the Settlement, and forwarding inquiries from members of the Settlement Class to Class Counsel or their designee for a response, if warranted; and

e. receiving and maintaining on behalf of the Court any correspondence with members of the Settlement Class regarding any objections, opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Younique's Counsel a copy within three (3) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Younique's Counsel with copies.

3. **Claim Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claim review duties include, but are not limited to:

a. reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim Form submitted by any member of the Settlement Class is timely, complete, and valid;

b. working with members of the Settlement Class who submit timely claims to try to cure any Claim Form deficiencies;

c. using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claim Form submissions;

d. keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the members of the Settlement Class who made the claim, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

e. otherwise implementing and assisting with the claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

4. **Periodic Update Duties.** The Settlement Administrator shall provide periodic updates to Class Counsel and Younique's Counsel regarding Claim Form submissions beginning within five (5) calendar days after the commencement of the dissemination of the Class Notice and continuing on a weekly basis thereafter and shall provide such an update at least ten (10) business days before the Final Approval hearing. The Settlement Administrator



shall also provide such updates to Class Counsel or Younique's Counsel upon request, within a reasonable amount of time.

5. **Claim Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible members of the Settlement Class with valid, timely, and approved claims pursuant to the terms and conditions of this Agreement. Claim payment duties include, but are not limited to:

a. Within seven (7) days of the Effective Date, provide a report to Class Counsel and Younique's Counsel calculating the amount and number of valid and timely claims;

b. Pursuant to Sections V(J), (K) and (L), once the Settlement Fund has been funded, sending checks to members of the Settlement Class who submitted timely, valid, and approved Claim Forms;

c. Once payments to the Settlement Class have commenced, pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Younique's Counsel that includes but is not limited to the number and the amount of claims paid.

d. Once distributed checks have expired, an accounting of Residual Funds described in Section V(L) and subsequent distribution of the Residual Funds as directed by the Parties and the Court.

6. **Reporting to Court Duties.** Not later than ten (10) calendar days before the date of the hearing on the Final Approval, the Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the Notice Plan.

7. **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not use or disclose any or all such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

B. **Right to Inspect.** Class Counsel and Younique's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

C. **Failure to Perform.** If the Settlement Administrator misappropriates any funds from the Settlement Fund or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Younique, or Younique's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

D. **Handling of Inquiries.** The Parties and Class Counsel acknowledge that Younique may receive inquiries relating to the Action, the *Bowers* Action, Related Actions or this Agreement. The Parties and Class Counsel agree that Younique may provide the script attached hereto as Exhibit G to its customer service representatives to respond to such inquiries, each response concludes by referring to the inquiry to the Settlement Website.

**VII. CLASS ACTION FAIRNESS ACT NOTICE DUTIES TO STATE AND FEDERAL OFFICIALS.** No later than ten (10) court days after this Agreement is filed with the Court, Younique shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a).

**VIII. OBJECTIONS AND REQUESTS FOR EXCLUSION.** A member of the Settlement Class may object to this Agreement or request exclusion from this Agreement. Any member of the Settlement Class who does not request exclusion from the Settlement has the right to object to the Settlement. Members of the Settlement Class may not both object to and opt out of the Settlement. Any member of the Settlement Class who wishes to object must timely submit an objection as set forth in Section VIII(A) below. If a member of a Settlement Class submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth in Section VIII(B) and shall not

be bound by the Agreement if approved by the Court, and the objection will not be considered by the Court.

A. **Objections.** Members of the Settlement Class shall have the right to object to this Agreement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval as follows:

1. A member of the Settlement Class may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

2. Any objection to this Agreement must be in writing, signed by the objecting member of the Settlement Class (and his or her attorney, if individually represented, including any former or current counsel who may be entitled to compensation for any reason related to the objection), filed with the Court, with a copy delivered to the Settlement Administrator, Class Counsel and Younique's Counsel at the addresses set forth in the long form Class Notice (Exhibit D), no later than thirty (30) days before the hearing on Final Approval.

3. Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Schmitt v. Younique LLC*, No. 8:17-cv-01397 (C.D.Cal.)."

4. Any objection regarding or related to this Agreement shall contain information sufficient to identify and contact the objecting member of the Settlement Class (or his or her individually-hired attorney, if any), as well as a specific, clear and concise statement of his or her objection, the facts supporting the objection, the legal grounds and authority on which the objection is based, and whether he or she intends to appear at the Final Approval Hearing, either with or without counsel.

5. Any objection shall include documents sufficient to establish the basis for the objector's standing as a member of the Settlement Class, such as (i) a declaration signed by the objector under penalty of perjury, including a statement that the member of the Settlement Class purchased at least one of the Products during the Class Period; or (ii) receipt(s) reflecting such purchase(s).

6. Any objection shall also include a detailed list of any other objections submitted by the Settlement Class member, or his or her counsel, to any class action submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the

Settlement Class member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she shall affirmatively state so in the written materials provided in connection with the objection to this Agreement.

7. Class Counsel and/or Younique shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the hearing on the motion for Final Approval Order and Judgment. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting member of the Settlement Class or to the individually-hired attorney for the objecting member of the Settlement Class; to Class Counsel; and to Younique's Counsel.

8. If an objecting member of the Settlement Class chooses to appear at the hearing, no later than fifteen (15) days before the hearing on the motion for Final Approval Order and Judgment, a Notice of Intention to Appear, either In Person or Through an Attorney, must be filed with the Court, listing the name, address and telephone number of the attorney, if any, who will appear.

9. Any Settlement Class Member who fails to file and serve timely a written objection and notice of his/her intent to appear at the hearing on the motion for Final Approval Order and Judgment pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

**B. Requests for Exclusion.** Members of the Settlement Class shall have the right to elect to exclude themselves, or "opt out," of the monetary portion of this Agreement, relinquishing their rights to cash compensation under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this paragraph:

1. A member of the Settlement Class wishing to opt out of this Agreement must send to the Settlement Administrator by U.S. Mail a personally signed letter including his or her name and address, and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class. A member of the Settlement Class cannot opt out on behalf of anyone other than himself or herself.

2. Any request for exclusion or opt out must be postmarked on or before the opt-out deadline date specified in the Preliminary Approval Order, which shall be no later than

thirty (30) calendar days before the hearing on the motion for Final Approval Order and Judgment. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

3. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Younique's Counsel, and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the hearing on the motion for Final Approval Order and Judgment.

4. The request for exclusion must be personally signed by the member of the Settlement Class.

C. **Failure to Request Exclusion.** Any member of the Settlement Class who does not file a timely written request for exclusion as provided in the preceding Section VIII(B) shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Younique relating to the claims and transactions released in this Action.

## **IX. RELEASES**

A. **Release by Plaintiffs and Settlement Class.** Upon the Effective Date of this Agreement, Plaintiffs and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the Products as set forth herein.

B. **Waiver of Unknown Claims by Plaintiffs and Settlement Class.** In addition, with respect to the subject matter of this Action, by operation of entry of the Final Approval Order and Judgment, Plaintiffs and each member of the Settlement Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES**

**NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

In addition to the foregoing, by operation of entry of the Final Approval Order and Judgment, Plaintiffs and each member of the Settlement Class shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, and any and all principles of common law that are similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

C. **Assumption of Risk.** Plaintiffs understand that the facts upon which this Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Agreement and the Release shall remain effective notwithstanding any such difference in facts.

D. **Bar to Other Litigation.** To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any Related Action, or any other action or claim that arises out of the same factual predicate or same set of operative facts as this Action.

E. **General Release By Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, Kristen Bowers, Brenna Kelly-Starkebaum and Ashley Willey, Mckenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff.** In addition to Sections IX(A) through (D) above, and for the mutual avoidance of further costs, inconvenience, and uncertainties relating to this Lawsuit, Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, Kristen Bowers, Brenna Kelly-Starkebaum, Ashley Willey, Mckenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff, and their predecessors, successors, heirs, assigns, related persons and other representatives, hereby release and forever discharge the Released Persons from any and all claims (including liabilities, actions, causes of action, obligations, costs, attorneys' fees, damages, losses and demands of every character, nature, kind and source, whether legal, equitable or otherwise, including but not limited to those arising out of

theories of contract, employment, or libel/slander) which are or could be asserted by them. For clarity, this is intended to be a “general release.”

F. **Release By Younique in Favor of Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, Kristen Bowers, Brenna Kelly-Starkebaum and Ashley Willey, Mckenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff.** For the mutual avoidance of further costs, inconvenience, and uncertainties relating to this Lawsuit, Younique hereby releases and forever discharges Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, Kristen Bowers, Brenna Kelly-Starkebaum, Ashley Willey, Mckenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff from any and all claims (including liabilities, actions, causes of action, obligations, costs, attorneys’ fees, damages, losses and demands of every character, nature, kind and source, whether legal, equitable or otherwise, including but not limited to those arising out of theories of contract, employment, or libel/slander) which are or could have been asserted by it in the Action, the *Bowers* Action or any Related Action, or are based on the Action, the *Bowers* Action or any Related Action or the facts alleged therein.

G. **Dismissal of *Bowers* Action.** No later than (5) court days of the Effective Date, Bowers shall dismiss the *Bowers* Action. Younique and Bowers shall cooperate to effectuate a stay of the *Bowers* Action or take other reasonable steps to minimize attorneys’ fees and expenditures in the *Bowers* Action between now and the Effective Date.

**X. ATTORNEYS’ FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS**

A. **Attorneys’ Fees Application.** Class Counsel intends to make, and Younique agrees not to oppose, an application for an award of Attorneys’ Fees in the Action that will not exceed an amount equal to one third (33.33%) of the Settlement Fund of \$3,250,000.00. This amount shall be paid from the Settlement Fund and shall be the sole aggregate compensation paid by Younique to Class Counsel for representing Plaintiffs and the Settlement Class, for prosecuting the Action, the *Bowers* Action and any Related Action and relating to this Agreement. The ultimate award of Attorneys’ Fees will be determined by the Court.

B. **Expense Application.** Class Counsel intends to make, and Younique agrees not to oppose, an application for reimbursement of Expenses in the Action that will not exceed \$175,000.00. This amount shall be paid from the Settlement Fund and shall be the sole

reimbursement of Expenses paid by Younique for Class Counsel representing Plaintiffs and the Settlement Class, for prosecuting the Action, the *Bowers* Action and any Related Action and relating to this Agreement. The ultimate award of Expenses will be determined by the Court.

C. **Service Award Application.** Class Counsel intends to make, and Younique agrees not to oppose, an application for Service Awards to the Megan Schmitt, Stephanie Miller-Brun and Deana Reilly that will not exceed \$45,000 (\$15,000 each). Class Counsel also intends to make, and Younique agrees not to oppose, an application for a Service Award to Kristen Bowers, Brenna Kelly-Starkebaum, Ashley Willey, Mekenzie Davis, Michelle Ellis, Jan Taylor, Nevina Saitta, Meagan Nelson and Casey Ratliff that will not exceed \$22,500. The Service Awards, if granted, shall be paid from the Settlement Fund and shall be the only Service Awards paid by Younique. The ultimate amount of the Service Awards will be determined by the Court.

D. Class Counsel, in their sole discretion, shall allocate and distribute the Court's award of Attorneys' Fees and Expenses. Class Counsel shall indemnify Younique and its attorneys against any disputes among Class Counsel, including Dollar, Burns & Becker, L.C., Pastor Law Office, LLP, other lawyers, consultants, contractors, or service providers working at the direction of, or in conjunction with, Class Counsel, relating to the allocation and distribution of Class Counsel's Attorneys' Fees and Expenses.

E. Younique will not appeal from any order with respect to the award of Attorneys' Fees, Expenses and Service Awards provided that the order does not award Attorneys' Fees, Expenses and Service Awards in excess of the amounts stated in Sections X(A) through (C).

F. Within ten (10) days after the Effective Date, the Settlement Administrator shall cause the Attorneys' Fees and Expenses awarded by the Court to be paid to Class Counsel as directed by Class Counsel. In the event the Effective Date does not occur, all amounts paid to Class Counsel as Attorneys' Fees and Expenses awarded by the Court shall be promptly returned to Younique.

G. Within ten (10) days after the Effective Date, the Settlement Fund shall pay Service Awards, if approved by the Court, to each of the Plaintiffs

**XI. NO ADMISSION OF LIABILITY.** Younique has denied and continues to deny that the labeling, advertising, or marketing of the Product was false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Younique engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached any



implied or express warranty, was unjustly enriched or engaged in negligent misrepresentation, or violated the Magnusson Moss Warranty Act or any other statute, regulation, or common law or industry standard. Younique denies that any purchaser of the Product paid any price premium or was otherwise damaged in any regard by the Product's labeling, advertising or marketing. By entering into this Agreement, Younique is not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. Younique is entering into this Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Agreement and the manner or amount of relief provided to members of the Settlement Class herein shall not be deemed a presumption, concession, or admission by Younique of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action, the *Bowers* Action, any Related Action or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

**XII. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT.**

A. Younique, on the one hand, and the Plaintiffs, on the other other hand, shall each have the right to terminate this Agreement if (1) the Court denies preliminary approval or final approval of this Agreement, or (2) the Final Approval Order and Judgment does not become final by reason of a higher court reversing the Final Approval Order and Judgment, and the Court thereafter declines to enter a further order approving settlement on the terms in this Agreement. If Younique elects to terminate this Agreement under this section, Younique shall provide written notice via overnight mail and email to Class Counsel within 21 days of the occurrence of the condition permitting termination. If Plaintiffs elect to terminate this Agreement under this section, Class Counsel shall provide written notice via overnight mail and email to Younique's Counsel, attention Sascha Henry and Abby Meyer, within 21 days of the occurrence of the condition permitting termination.

B. Younique shall have the right, but not the obligation, to terminate this Agreement if, prior to the entry of the Final Approval Order and Judgment, if .1% or more members of the

Settlement Class for whom the Parties have class contact information submit timely and valid requests for exclusion. If Younique elects to terminate this Agreement under this section, Younique shall provide written notice via overnight mail and email to Class Counsel on or before the entry of the Final Approval Order and Judgment.

C. Class Counsel shall have the right, but not the obligation, to terminate this Agreement if, prior to the entry of the Final Approval Order and Judgment, the award from the Settlement Fund to each Class Member is calculated to be less than two dollars (\$2.00).

D. If this Agreement is terminated pursuant to this section XII, then: (1) this Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, including for purposes of attempting to prove Younique's alleged liability, (2) the Parties will jointly make an application requesting that any judgment or orders entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, (3) this Action shall revert to the status that existed as of April 23, 2019, except that the Parties shall not seek to recover from each other any costs incurred in connection with this Agreement. If this Agreement is terminated by Class Counsel pursuant to Section XII(C), then Class Counsel shall refund to Younique the \$200,000.00 paid into the Settlement Fund pursuant to Section IV(A)(2)(a).

### **XIII. ADDITIONAL PROVISIONS**

A. Plaintiffs and Class Counsel warrant and represent to Younique that they have no present intention of initiating any other claims or proceedings against Younique or any of Younique's affiliates, or any entity that manufactures, distributes, or sells the Product, including presenters of Younique products. Plaintiffs and Class Counsel warrant and represent that they are not aware of any factual or legal basis for any claims or proceedings against Younique other than those described herein. Class Counsel warrant and represent that they do not presently have any clients with claims or proceedings, existing or suspected, against Younique other than Plaintiffs, and Plaintiffs' claims are being released and settled by this Agreement.

B. The Parties agree that information and documents exchanged in negotiating this Agreement were done so pursuant to Federal Rule of Evidence 408, and no such confidential information exchanged or produced by either side may be used for or revealed for any other purpose than this Agreement. This does not apply to publicly available information or documents.

C. The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Agreement within thirty (30) days of the Effective Date. Class Counsel and Plaintiffs acknowledge their obligations under the existing Stipulated Protective Order in this Action.

D. The Parties agree that the terms of the Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

E. The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

F. Each counsel or other person executing this Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

H. This Agreement shall be binding upon and inure to the benefit of the settling Parties (including all members of the Settlement Class), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section II(W). The waiver by any Party of a breach of this Agreement by any other Party shall not be deemed a waiver of any other breach of this Agreement.

I. This Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

J. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

K. The Parties to this Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of

making the settlement provided for in this Agreement, and with respect to the advisability of executing this Agreement, that they have read this Agreement in its entirety and fully understand its contents, and that each is executing this Agreement as a free and voluntary act.

L. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, as follows:

If to Counsel for Plaintiffs or Class Counsel:

Adam Gonnelli  
Sultzer Law Group  
85 Civic Center Plaza  
Suite 200,  
Poughkeepsie, NY 12601  
Gonnellia@thesultzerlawgroup.com  
Phone: (845) 483-7100; Fax: (888) 749-7747

If to Younique's Counsel:

Sascha Henry  
Sheppard Mullin Richter & Hampton LLP  
333 S. Hope St., 43<sup>rd</sup> Fl.  
Los Angeles, CA 90071  
shenry@sheppardmullin.com  
Phone: (213) 617-5562; Fax (213) 620-1398

M. The titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. This Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of it.

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by

injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, the *Bowers* Action, any Related Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Plaintiffs and Class Counsel also agree that they will not reference or discuss Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement as part of any advertising or marketing materials including on their own or any third party website or social media and will remove and direct any of their agents or consultants of the same and to cease any public mention or website or social media publication about Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification and may state on their websites “\$3.25 Million Settlement for class of purchasers of **consumer** product labeled as containing natural ingredient.”

**IN WITNESS WHEREOF**, Younique LLC, and Plaintiffs Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: 8-8-19

By: Megan Schmitt  
Megan Schmitt

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie Miller-Brun

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deana Reilly

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kirsten Bowers

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brenna Kelly-Starkebaum

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ashley Willey

injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, the *Bowers* Action, any Related Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Plaintiffs and Class Counsel also agree that they will not reference or discuss Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement as part of any advertising or marketing materials including on their own or any third party website or social media and will remove and direct any of their agents or consultants of the same and to cease any public mention or website or social media publication about Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification and may state on their websites “\$3.25 Million Settlement for class of purchasers of **consumer** product labeled as containing natural ingredient.”

**IN WITNESS WHEREOF**, Younique LLC, and Plaintiffs Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Megan Schmitt

Dated: 08/11/2019

By:   
Stephanie Miller-Brun

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deana Reilly

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kirsten Bowers

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brenna Kelly-Starkebaum

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ashley Willey

injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, the *Bowers* Action, any Related Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Plaintiffs and Class Counsel also agree that they will not reference or discuss Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement as part of any advertising or marketing materials including on their own or any third party website or social media and will remove and direct any of their agents or consultants of the same and to cease any public mention or website or social media publication about Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification and may state on their websites “\$3.25 Million Settlement for class of purchasers of **consumer** product labeled as containing natural ingredient.”

**IN WITNESS WHEREOF**, Younique LLC, and Plaintiffs Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Megan Schmitt

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Stephanie Miller-Brun

Dated: 8/8/2019

By: 

Deana Reilly

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kirsten Bowers

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Brenna Kelly-Starkebaum

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ashley Willey

injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, the *Bowers* Action, any Related Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Plaintiffs and Class Counsel also agree that they will not reference or discuss Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement as part of any advertising or marketing materials including on their own or any third party website or social media and will remove and direct any of their agents or consultants of the same and to cease any public mention or website or social media publication about Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification and may state on their websites "\$3.25 Million Settlement for class of purchasers of consumer product labeled as containing natural ingredient."

**IN WITNESS WHEREOF**, Younique LLC, and Plaintiffs Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Megan Schmitt

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie Miller-Brun

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deana Reilly

Dated: 8-9-19

By: Kirsten Bowers  
Kirsten Bowers

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brenna Kelly-Starkebaum

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ashley Willey



injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, the *Bowers* Action, any Related Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Plaintiffs and Class Counsel also agree that they will not reference or discuss Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement as part of any advertising or marketing materials including on their own or any third party website or social media and will remove and direct any of their agents or consultants of the same and to cease any public mention or website or social media publication about Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification and may state on their websites “\$3.25 Million Settlement for class of purchasers of **consumer** product labeled as containing natural ingredient.”

**IN WITNESS WHEREOF**, Younique LLC, and Plaintiffs Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Megan Schmitt

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie Miller-Brun

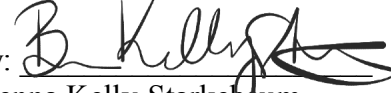
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deana Reilly

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kirsten Bowers

Dated: August 8, 2019

By:   
Brenna Kelly-Starkebaum

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ashley Willey

injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, the *Bowers* Action, any Related Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Plaintiffs and Class Counsel also agree that they will not reference or discuss Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement as part of any advertising or marketing materials including on their own or any third party website or social media and will remove and direct any of their agents or consultants of the same and to cease any public mention or website or social media publication about Younique, the Action, the *Bowers* Action, any Related Actions or this Agreement. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification and may state on their websites "\$3.25 Million Settlement for class of purchasers of consumer product labeled as containing natural ingredient."

**IN WITNESS WHEREOF**, Younique LLC, and Plaintiffs Megan Schmitt, Stephanie Miller-Brun, Deana Reilly, on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Megan Schmitt

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie Miller-Brun

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deana Reilly


Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kirsten Bowers

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brenna Kelly-Starkebaum

Dated: 08/08/2019

By:   
Ashley Willey

Dated: 8-9-19

By: Muzi Di  
Mekenzie Davis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Ellis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jan Taylor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Nevina Saitta

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bonner Walsh  
Class Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mekenzie Davis

Dated: 8/9/19 \_\_\_\_\_

By: Michelle Ellis \_\_\_\_\_  
Michelle Ellis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jan Taylor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Nevina Saitta

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.

By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bonner Walsh  
Class Counsel

Mckenzie Davis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Ellis

Dated: 8-11-19

By: Jan Taylor  
Jan Taylor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Nevina Saitta

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mekenzie Davis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Ellis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jan Taylor

Dated: 8-9-19

By: *Nevina Saitta*  
Nevina Saitta

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

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Class Counsel

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Michelle Ellis

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By: \_\_\_\_\_  
Jan Taylor

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By: \_\_\_\_\_  
Nevina Saitta

Dated: \_\_\_\_\_

8/7/19

By:   
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

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Bonner Walsh  
Class Counsel

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Nevina Saitta

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Meagan Nelson

Dated: 08/08/2019

By:   
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

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Bonner Walsh  
Class Counsel



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Michelle Ellis

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Nevina Saitta

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By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: 8/12/19

THE SULTZER LAW GROUP

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.

By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bonner Walsh  
Class Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mekenzie Davis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Ellis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jan Taylor

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By: \_\_\_\_\_  
Nevina Saitta

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: Tom Hershewe  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bonner Walsh  
Class Counsel

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By: \_\_\_\_\_  
Mckenzie Davis

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By: \_\_\_\_\_  
Michelle Ellis

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By: \_\_\_\_\_  
Jan Taylor

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By: \_\_\_\_\_  
Nevina Saitta

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By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: August 12, 2019

By:   
Bonner Walsh  
Class Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mekenzie Davis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Ellis

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jan Taylor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Nevina Saitta

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Meagan Nelson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Casey Ratliff

YOUNIQUE LLC

Dated: 8/12/2019

By: 

THE SULTZER LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason P. Sultzer  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

DOLLAR, BURNS & BECKER, L.C.  
By: \_\_\_\_\_  
Thomas Hershewe  
Attorneys for Kirsten Bowers

WALSH PLLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bonner Walsh  
Class Counsel