

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MEGAN SCHMITT, DEANA
REILLY, CAROL ORLOWSKY, and
STEPHANIE MILLER BRUN,
individually and on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

YOUNIQUE, LLC,

Defendant.

Case No. 8:17-cv-01397-JVS-JDE

**SUPPLEMENTAL
DECLARATION OF
MICHAEL E. HAMER**

Complaint Filed: 8/17/17

I, Michael E. Hamer, hereby declare as follows:

1. I am a Project Manager for Heffler Claims Group, LLC (“Heffler”). Our business address is 1515 Market Street, Suite 1700, Philadelphia, PA 19102. Our main telephone number is (215) 665-8870. I am over twenty-one years of age and am authorized to make this declaration on behalf of Heffler and myself. This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff. I submit this Supplemental Declaration to further demonstrate Heffler’s compliance and results achieved thus far with regard to the duties required of the Settlement Administrator as required by the Settlement Agreement (“the Agreement”) and this Court’s “Amended Additional Order on Preliminary Approval” dated October 21, 2019 (Docket No. 257) (“the Preliminary

Approval Order”).

2. Heffler opened and continues to use the post office box address of: Schmitt v. Yunique LLC Settlement; c/o Settlement Administrator; P.O. Box 59419; Philadelphia, PA 19102-9419 (“the Settlement P.O. Box”) to receive Requests for Exclusion, undeliverable Class Notices, paper Claim Forms, inquiries, and other communications about the Settlement.

3. Heffler set up and continues to monitor the toll-free telephone number 1-844-491-5745 and the website *www.FiberLashesSettlement.com* (“the Settlement Website”), as listed in the Class Notice and the Published Notice, for Class Members to contact us with questions, review court documents, and/or submit a claim.

4. Heffler caused the Published Notice to be published in the *San Jose Mercury* on Monday, October 28, 2019, Monday, November 4, 2019, Monday, November 11, 2019, and Monday, November 18, 2019. Verification of the publications through November 11, 2019 were provided as Exhibit C in my previous November 18, 2019 Declaration. The .pdf “e-tearsheet” obtained from personnel of *San Jose Mercury* for the November 18, 2019 publication is attached hereto **Exhibit A**.

5. Targeted Media Program: Heffler implemented a targeted notice program consisting of internet and mobile banners via Google and social media

outlets Facebook, Instagram, and Twitter. Banner notifications specifically targeted to reach Younique customers published online October 23, 2019 through November 21, 2019. On Google, we matched class member records with Gmail accounts to create a custom audience of known class members. Ads were served to class members as they used Google search and as display ads at the top of their Gmail inboxes. On Facebook and Instagram, we matched class member records to serve ads to class members on their Facebook and Instagram newsfeeds. Additionally, ads were served to users who liked Younique pages, posted about Younique, as well as users who purchase cosmetics online. On Twitter, we matched class member records to serve ads to class members. Ads were also served to users who follow Younique pages or Tweet about Younique. A total of more than 10 million online impressions were served. Copies of the online ads are attached as **Exhibit B**.

6. The Notice Plan commenced on October 23, 2019 with the sending of 790,247 emails to all persons on the Class List for whom a facially valid email address was available. Heffler tracked and monitored any emails that bounced back and attempted to resend any such emails. A total of 105,486 emails were ultimately unsuccessful. A copy of the email notice that was sent is attached as **Exhibit C**.

7. As required by the Notice Plan, between November 1 and November 8, 2019, a total of 132,088 Postcard Notices were mailed to Settlement Class Members for whom (a) the email notice was rejected or bounced back, and (b) a

physical street address was provided in the Class List. The Postcard Notices were mailed as follows: (a) on November 1, 2019, a total of 10,395 Postcard Notices were mailed; (b) on November 5, 2019, a total of 15,153 Postcard Notices were mailed; and (c) on November 8, 2019, a total of 106,540 Postcard Notices were mailed. Thus, through November 8, 2019, a total of 132,088 Postcard Notices had been mailed. A copy of the Postcard Notice mailed to Settlement Class Members is attached as **Exhibit D**.

8. Through December 31, 2019, Heffler had received a total of 11,985 Postcard Notices returned by the United States Postal Service (“the USPS”) as undeliverable. Of these, Heffler has remailed a Postcard Notice to the 173 that contained a forwarding address supplied by the USPS and performed skip-tracing research through LexisNexis on the 11,812 returned without a forwarding address. Heffler then promptly remailed a Postcard Notice to the 8,726 updated addresses obtained from LexisNexis. Subsequent to December 31, 2019, Heffler has received a total 342 Postcard Notices returned by the USPS as undeliverable and promptly remailed a Postcard Notice to the 29 persons whose Postcard Notices were returned with a forwarding address.

9. Heffler is responsible for receipt and logging of all written Requests for Exclusion from the Settlement. Pursuant to the Preliminary Approval Order, Requests for Exclusion were to be postmarked no later than January 21, 2020.

Through March 5, 2020, Heffler has received four (4) Requests for Exclusion. Copies of these Requests are attached as **Exhibit E**.

10. Heffler is not responsible for receipt and logging of all written Objections to the Settlement. Objections were to be postmarked no later than January 21, 2020 and were to be sent to the Clerk of the Court and to Class and Defense Counsel. However, it is not uncommon for Heffler to receive Objections in cases it administers. Through March 5, 2020, Heffler has not received any Objections to any aspect of the Settlement.

11. On or about October 28, 2019, Heffler established and activated the Settlement Website. The Settlement Website contains downloadable copies of, among other things, the Settlement Notice (in English and in Spanish), Claim Form, Settlement Agreement, Complaint, Motion for Preliminary Approval, Preliminary Approval Order and the Fee Motion. It also contains a Frequently Asked Questions page and an “Important Dates” section reflecting key dates and deadlines regarding the settlement. Settlement Class Members are also able to file claims through the website. Copies of the Settlement Notices and Claim Form posted to the Settlement Website are attached as **Exhibit F**. Through March 5, 2020, the Settlement Website has hosted 127,865 user sessions with a total of 317,385 page views.

12. Heffler is responsible for receipt and logging of all Claim Forms filed by Class Members. In addition to being able to submit an on-line Claim Form

through the Settlement Website, a Class Member may obtain a paper copy of the Claim Form, either through the Settlement Website or by requesting a Claim Form from Heffler directly and mailing the completed Claim Form to the Settlement P.O. Box. The deadline to submit a Claim Form was January 21, 2020.

13. Through March 5, 2020, Heffler has received and logged a total of 68,458 Claim Forms, as follows: (a) a total of 67,090 Claim Forms filed on-line through the Settlement Website; and (b) a total of 1,368 filed on paper and received through the U.S. Mail. Because there are clear indications that many of these claims are clearly facially invalid and/or fraudulent, including hundreds of claims that seek reimbursement for over 1,000 units, we continue our process of claims review to identify and audit these claims. Heffler anticipates that its claims review will be completed by April 30, 2020. A total of 65,631 claimants have claimed fewer than 34 units, and those units total 346,024 - or an average of approximately 5.3 units per claim.

14. Once all valid claims have been tallied, Heffler will cause all electronic and hard copy Claims to be processed, reviewed, and de-duplicated prior to preparing the finalized distribution list of Settlement Class members to receive payment. Once the distribution list has been prepared, Heffler will issue bank checks to claimants at the addresses that the claimants provided during the claims process. And in an effort to ensure that the checks will reach the intended claimant,

any checks returned as undeliverable by the USPS which have a forwarding address will be re-mailed to that forwarding address, and any checks that are returned as undeliverable by the USPS without a forwarding address will be subject to address verification searches (“skip tracing”), utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc. to locate updated addresses. Checks will then be re-mailed to updated addresses located through skip tracing.

15. Heffler estimates our total fees and costs for notice and claims administration to be approximately \$285,000 (including media fees and costs), based on our estimate of receiving and processing the claims received, and making payment to approximately 65,000 claims.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 5th day of March 2020, in Philadelphia, Pennsylvania.


Michael E. Hamer

EXHIBIT A

Legal Advertising and Public Notices

San Jose Mercury News • Legals@MercuryNews.com
San Mateo County Times • Legals@MercuryNews.com



Legal Notice

NOTICE OF TRUSTEE'S SALE. No. 19-20595-SP-CA Title No. 190388005-CA-VOI... NOTICE OF TRUSTEE'S SALE. No. 19-20595-SP-CA Title No. 190388005-CA-VOI...

Legal Notice

postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 714-730-2727 or visit this Internet Web site www.ndscorp.com/sales, using the file number assigned to this case 19-20595-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 11/19/2019, 11/25/2019, 12/2/2019. National Default Servicing Corporation c/o Tiffany agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line: 714-730-2727; Sales Web site: www.ndscorp.com/Rachael Hamilton, Trustee Sales Representative A-4710406 11/19/2019, 11/25/2019, 12/2/2019. SJMN#6425420

Legal Notice

The amount may be greater on the day of sale. Trustor: CAROLINE AEBI, TRUSTEE OF THE CAROLINE AEBI FAMILY TRUST, UNDER TRUST DATED JANUARY 23, 2003 Duly Appointed Trustee: PRESTIGE DEFAULT SERVICES Recorded 12/19/2003 as Instrument No. 2003-350156 in book, page of Official Records in the office of the Recorder of San Mateo County, California. Date of Sale: 12/11/2019 at 10:00 P.M. Place of Sale: At the Marshall Street entrance to the Hall of Justice and Records, 400 County Center, Redwood City, CA 94063. Amount of unpaid balance and other charges: \$111,800.19 Street Address or other common designation of the property: 2727 Briana Young, Justice Sale Office #4709771 11/18/2019, 11/25/2019, 12/2/2019. SMCT#6421235 11/18/19, 11/25/19, 12/2/19

Legal Notice

time and date for the sale of this property, you may call (714) 730-2727 or visit this Internet Web site https://www.servicelinkasap.com/default.aspx, using the file number assigned to this case 19-2626. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 11/18/2019, 11/25/2019, 12/2/2019. National Default Servicing Corporation c/o Tiffany agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line: 714-730-2727; Sales Web site: www.ndscorp.com/Rachael Hamilton, Trustee Sales Representative A-4710406 11/19/2019, 11/25/2019, 12/2/2019. SJMN#6425420

Legal Notice

Notice of Self Storage Sale. Please take notice Central Self Storage - San Jose 1020 Spring Street San Jose CA 95110 intends to hold an auction of the goods stored in a self-service storage unit by the following person. The sale will occur as an on-line auction via www.storage-treasures.com on 2019-11-27 at 12:00 PM. Unless stated otherwise the description of the contents are household goods and furnishings: Susan Siino All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details. 11/11, 11/18/19, 11/25/2019. CNS-3309642# MERCURY NEWS

Legal Notice

Notice of Petition to Administer Estate of Joseph J. Barrotto. Case Number: 19-PRO-01434. To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of: JOSEPH J. BARBAROTTO A Petition for Probate has been filed by NICHOLAS BARBAROTTO in the Superior Court of California, County of San Mateo. The Petition for Probate requests that NICHOLAS BARBAROTTO be appointed as personal representative to administer the estate of the decedent. The petition requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held in this court as follows: Date: 12/20/2019 Time: 9:00 a.m. Dept.: 28 Superior Court of California County of San Mateo 400 County Center, Redwood City, CA 94063 Southern Branch / Hall of Justice

TO PLACE YOUR AD, CALL TOLL FREE: 1-800-595-9595, MON-FRI 8AM-5PM.

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NOTICE TO ALL READERS: California law requires that contractors taking jobs that total \$500 or more (labor and/or materials) be licensed by the Contractors State License Board. State law also requires that contractors include their license numbers on all advertising. Check your contractor's status at www.cslb.ca.gov or 800-321-CSLB (2752) Unlicensed persons taking jobs that total less than \$500 must state in their advertisements that they are not licensed by the Contractors State License Board.

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Legal Notice

NOTICE OF TRUSTEE'S SALE. No. 19-2626-Loan No. 4833APN: 103-740-140-110 THERE IS A SUMMARY OF THIS INFORMATION IN THIS DOCUMENT ATTACHED. YOU ARE IN DEFAULT UNDER A DEED OF TRUST DESCRIBED BELOW. THE SALE WILL BE MADE IN AN "AS IS" CONDITION, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: Terrance Duncan and Michelle Duncan, husband and wife as joint tenants Duly Appointed Trustee: National Default Servicing Corporation Recorded 10/24/2005 as Instrument No. 18636324 (or Book, Page) of the Official Records of Santa Clara County. Date of Sale: 12/16/2019 at 10:00 AM Place of Sale: At the Gated North Market Street entrance of the Superior Courthouse, 11 N First Street, San Jose, CA 95113 Estimated amount of unpaid balance and other charges: \$626,092.74. Street Address or other common designation of real property: 2838 La Rhee Drive, San Jose, CA 95124 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The requirements of California Civil Code Section 2923.5(b) & 2923.55(c) were fulfilled when the Notice of Default was recorded. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. All checks payable to Prestige Default Services are payable to PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, or court, pursuant to Section 2924(g) of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled

Legal Notice

From the United States District Court for the Central District of California. If you purchased Younique's original Moodstruck 3D Fiber Lashes between October 2012 and July 2015 and You Lived in California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, or Washington at the time of purchase you may be entitled to receive money from a class action Settlement. Para revisar una versión en español de este aviso, visite www.FiberLashesSettlement.com. A settlement has been reached in a class action lawsuit in which plaintiffs have alleged that the fiber component of Younique's original Moodstruck 3D Fiber Lashes (sold between October 2012 and July 2015) was not accurately labeled as being made of "100% Natural Green Tea Fibers." Younique disagrees and says the label in question was accurate, denies any wrongdoing, but has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case. The Court has not decided which side is right. Your rights are affected so please read the notice carefully. The only way to receive a benefit is to file a claim. To submit a claim, visit www.FiberLashesSettlement.com. You must file a claim by January 21, 2020. You may exclude yourself, or get out of the Settlement and keep your right to sue Younique about the claims in this case, but you will not receive anything from the settlement. If you stay in the Settlement, you can also object to or comment on the settlement. You must submit your objection, comment or exclusion in writing by sending it to Schmitt v. Younique LLC Settlement, c/o Claims Administrator, PO Box 59419 Philadelphia, PA 19102-9419. The deadline to exclude yourself or object to the settlement is January 21, 2020. Please visit www.FiberLashesSettlement.com for more details and instructions. If you want to be represented by your own lawyer, you may hire one at your own expense. A hearing will be held on April 6, 2020 at 1:30 p.m. at the U.S. District Court for the Central District of California, Southern Division, in Courtroom 10C. The purpose of the hearing is to decide if the Court should grant final approval of the proposed Settlement and/or award attorneys' fees of \$1,083,225.00, expenses of up to \$175,000.00 and service awards totaling \$67,500.00. You may attend this hearing, but you do not have to. The Motion for Attorneys' Fees will be posted on the website after it is filed. For more information, including the full Notice, Claim Form, and a copy of the Settlement Agreement and other court documents, go to www.FiberLashesSettlement.com, call the Settlement Administrator at 844-491-5745 or write to Schmitt v. Younique LLC Settlement, c/o Claims Administrator, PO Box 59419 Philadelphia, PA 19102-9419, or call Class Counsel at 833-927-0822. A Federal Court authorized this notice. This is not a solicitation from a lawyer. www.FiberLashesSettlement.com 844-491-5745

Legal Notice

REGISTRATION OF A FICTITIOUS BUSINESS NAME STATEMENT. The following person(s) is (are) doing business as: PATENT LAW GROUP, 2080 Marich Way, Unit 16, Mountain View, CA 94040 Santa Clara County. The business is owned by: an individual. The name and residence address of the owner(s) (registrant(s)) is: Brian Ogonowsky, 2080 Marich Way, Unit 16, Mountain View, CA 94040. The registrant/owner began transacting business under the fictitious business name(s) listed above on: NA This filing is a first filing I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) /s/ Patent Law Group, Brian Ogonowsky, Owner Article/Reg# 17900. Above entity was formed in the state of California. This statement was filed with the Co. Clerk/Recorder of Santa Clara Co. on 11/04/2019. Regina Alcomendras, County Clerk Recorder By: /s/ Nina Khampathi Deputy File No.: FBN660275 SJMN # 6426319 Nov. 18, 25, Dec. 2, 9, 2019

Legal Notice

NOTICE OF PETITION TO ADMINISTER ESTATE OF GEORGE GERASIMO MASTORA Case Number: 19PR187019. To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of: GEORGE GERASIMO MASTORA, AKA GEORGE G. MASTORA, AKA GEORGE MASTORA. A Petition for Probate has been filed by NICHOLAS MASTORA in the Superior Court of California, County of Santa Clara. The Petition for Probate requests that NICHOLAS MASTORA be appointed as personal representative to administer the estate of the decedent. The petition requests the will and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court. The petition requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held in this court as follows: Date: 12/2/19 Time: 9:01 a.m. Dept.: 13 Address of Court: Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113. If you object to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. If you are a creditor or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. You may examine the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Attorney for petitioner: KURT D. HUNTER, 3650 LAWTON STREET, SAN FRANCISCO, CA 94122. (415) 661-5565 SJMN#6425803; Nov. 16, 18, 23, 2019

Legal Notice

NOTICE OF PETITION TO ADMINISTER ESTATE OF GEORGE GERASIMO MASTORA Case Number: 19PR187019. To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of: GEORGE GERASIMO MASTORA, AKA GEORGE G. MASTORA, AKA GEORGE MASTORA. A Petition for Probate has been filed by NICHOLAS MASTORA in the Superior Court of California, County of Santa Clara. The Petition for Probate requests that NICHOLAS MASTORA be appointed as personal representative to administer the estate of the decedent. The petition requests the will and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court. The petition requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held in this court as follows: Date: 12/2/19 Time: 9:01 a.m. Dept.: 13 Address of Court: Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113. If you object to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. If you are a creditor or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. You may examine the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Attorney for petitioner: KURT D. HUNTER, 3650 LAWTON STREET, SAN FRANCISCO, CA 94122. (415) 661-5565 SJMN#6425803; Nov. 16, 18, 23, 2019

Celebrations! ...with an announcement on the "Celebrations" page in our Sunday Local Section. For information, call 1-800-733-3933 BayArea NewsGroup

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EXHIBIT B

DID YOU BUY YOUNIQUE'S ORIGINAL MOODSTRUCK 3D FIBER LASHES (SOLD BETWEEN 2012 AND 2015)?



You could get money from a class action settlement.

LEARN MORE
www.FiberLashesSettlement.com

DID YOU BUY YOUNIQUE'S ORIGINAL MOODSTRUCK 3D FIBER LASHES (SOLD BETWEEN 2012 AND 2015)?



You could get money from a class action settlement.

LEARN MORE
www.FiberLashesSettlement.com

 **Class Action Notice**
Sponsored · 

Did you buy Younique's original Moonstruck 3D Fiber Lashes (sold between 2012 and 2015)? You could get money from a class action settlement.



FIBERLASHESSETTLEMENT.COM
Fiber Lashes Class Action Settlement [Learn More](#)
Court Authorized Notice

 Like  Comment  Share



Class Action Notice @ClassSettlement · Oct 2
Did you buy Younique's original Moodstruck 3D Fiber Lashes (sold between 2012 and 2015)? You could get money from a class action settlement. FiberLashesSettlement.com



🗨️ ↻ ❤️ ✉️



Class Action Notice @ClassSettlement · Oct 2
Did you buy Younique's original Moodstruck 3D Fiber Lashes (sold between 2012 and 2015)? You could get money from a class action settlement. FiberLashesSettlement.com

🗨️ ↻ ❤️ ✉️

📌 Promoted

EXHIBIT C

From:
Sent:
To:
Subject: Notice of Settlement of Fiber Lashes Class Action

Class Member ID: 31082A1B2C3D4

Para revisar una versión en español de este aviso,
visite www.FiberLashesSettlement.com.

Notice of Proposed Class Action Settlement

A settlement has been reached in a class action lawsuit in which plaintiffs have alleged that the fiber component of Younique's original Moodstruck 3D Fiber Lashes (sold between October 2012 and July 2015) was not accurately labeled as being made of "100% Natural Green Tea Fibers." Younique disagrees with the allegations and says the label was accurate and denies any wrongdoing, but has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case. The Court has not decided which side is right.



Why Am I Receiving This Notice?

Younique's records indicate that you purchased one or more original Moodstruck 3D Fiber Lashes between October 2012 and July 2015 and lived in California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, or Washington when you made your purchase. We are including your Class Member ID: **31082A1B2C3D4**.

(Please retain your Class Member ID for your records; you will need this ID to file a claim).

What Can I Get From The Settlement?

If approved by the Court, Younique will establish a Settlement Fund to pay all valid claims submitted by Settlement Class members, together with notice and administration expenses, attorneys' fees and expenses, and service awards for the Class Representatives. If you are an eligible class member, you may submit a claim to receive a monetary payment from the Settlement Fund. After subtracting from the Settlement Fund the notice and administration expenses, attorneys' fees and expenses, service awards, and taxes and tax expense (if any), the Settlement Administrator will determine each authorized Settlement Class Member's *pro rata* share based upon the number of Products purchased by each class member and the total amount of valid claims submitted.

How Do I Get A Payment?

The only way to get a payment is to file a claim. You must submit a timely and properly completed Claim Form no later than **January 21, 2020**. You may submit a Claim Form online at www.FiberLashesSettlement.com or download a Claim Form from the website and submit it to the Settlement Administrator at the address below by mail postmarked by **January 21, 2020**. You may also request a paper copy of the Claim Form by writing to the Settlement Administrator at Schmitt v. Younique LLC Settlement, c/o Claims Administrator, PO Box 59419, Philadelphia, PA 19102-9419 or by calling toll-free: 1-844-491-5745.

If you wish to submit a Claim Form, your Class Member ID is **31082A1B2C3D4**.

What are My Other Options?

You may exclude yourself from the Settlement by sending a letter to the Settlement Administrator postmarked by no later than **January 21, 2020**. If you exclude yourself, you cannot get a Settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in this lawsuit.

You may object or comment on the proposed Settlement. Your objection or comment must be filed no later than **January 21, 2020**. Specific instructions about how to object to, comment upon, or exclude yourself from, the Settlement are available at www.FiberLashesSettlement.com.

If you file a Claim Form or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any claim you may have relating to the allegations in this case against Younique will be released.

Who Represents Me?

The Court has appointed lawyers from the law firms The Sultzer Law Group P.C., Walsh PLLC, Nye Peabody Stirling Hale & Miller, LLP, and Carlson Lynch Sweet Kilpela & Carpenter, LLP to represent you as "Class Counsel." Plaintiffs Megan Schmitt, Deana Reilly and Stephanie Miller Brun, have been appointed by the Court as the "Class Representatives" of the Settlement Class. You can hire your own lawyer, but if you do, you'll need to pay your own legal fees.

When Will the Court Consider the Proposed Settlement?

The Court will hold the Fairness Hearing at April 6, 2020 at 1:30p.m. at the United States District Court for the Central District of California, Southern Division, in Courtroom 10C. At that hearing,

the Court will: hear any objections or comments concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel's request for attorneys' fees of \$1,083,225.00 and expenses of up to \$175,000.00; and decide whether to award the service awards totaling \$67,500.00 from the Settlement Fund for their services in helping to bring and settle this case. The Defendant has agreed to pay Class Counsel attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund; the Court may award less than this amount. You and/or your lawyer also have the right to attend the Hearing at your own expense, but you do not have to.

How Do I Get More Information?

For more information, including the full Notice, Claim Form, and a copy of the Settlement Agreement and other court documents, go to www.FiberLashesSettlement.com, call the Settlement Administrator at 844-491-5745 or write to Schmitt v Younique LLC Settlement, c/o Settlement Administrator, PO Box 59419, Philadelphia, PA 19102-59419, or call Class Counsel at 1-833-927-0822.

Para revisar una versión en español de este aviso, visite www.FiberLashesSettlement.com

To unsubscribe, please click here: [Unsubscribe](#)

EXHIBIT D

Schmitt v. Younique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

#:9328

FIRST-CLASS MAIL
U.S. POSTAGE PAID
PHILADELPHIA, PA
PERMIT NO. XXX

**If You Purchased Younique's
Original Moodstruck 3D Fiber Lashes
between October 2012 and July 2015,
You May Be Eligible to
Receive Money From a
Class Action Settlement**

<<Barcode>>

CLASS MEMBER ID: <<RefID>>

<<Company>>

<<FirstName>> <<LastName>>

<<FirstName2>> <<LastName2>>

<<Address>>

<<Address 2>>

<<City>>, <<ST>> <<Zip>>

[BARCODE AREA]

If you purchased Younique's original Moodstruck 3D Fiber Lashes between October 2012 and July 2015 and You Lived in in California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, or Washington at Time of Purchase You May Be Entitled to Receive Money From A Class Action Settlement

- A settlement has been reached in a class action lawsuit in which plaintiffs have alleged that the fiber component of Younique's original Moodstruck 3D Fiber Lashes (sold between October 2012 and July 2015) was not accurately labeled as being made of "100% Natural Green Tea Fibers." Younique disagrees and says the label in question was accurate, denies any wrongdoing, but has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case. The Court has not decided which side is right.
- Your rights are affected so please read the notice carefully.
- The only way to receive a benefit is to file a claim. To submit a claim, visit www.FiberLashesSettlement.com and use the ID number on the front of this postcard. You must file a claim by **January 21, 2020**.
- You may get out of the Settlement, exclude yourself, you will keep your right to sue Younique about the claims in this case, but you will not receive anything from the settlement. To exclude yourself, you must send a letter to Schmitt v. Younique LLC Settlement, c/o Settlement Administrator, PO Box 59419, Philadelphia, PA 19102-9419, stating clearly that you wish to exclude yourself.
- You can also object to or comment upon the settlement. You must submit your objection or comment by sending it to Schmitt v Younique LLC Settlement, c/o Settlement Administrator, PO Box 59419, Philadelphia, PA 19102-9419.
- The deadline to exclude yourself or object to the settlement is January 21, 2020. Please visit www.FiberLashesSettlement.com for more details and instructions. If you want to be represented by your own lawyer, you may hire one at your own expense.
- A hearing will be held on April 6, 2020 at 1:30 p.m. at the United States District Court for the Central District of California, Southern Division, in Courtroom 10C. The purpose of the hearing is to decide if the Court should grant final approval of the proposed Settlement and/or award attorneys' fees up to \$1,083,225.00, expenses of up to \$175,000.00 and service awards totaling \$67,500.00. You may attend this hearing, but you do not have to. The motion for Attorneys' fees will be posted on the website after they are filed.
- For more information, including the full Notice, Claim Form, and a copy of the Settlement Agreement and other court documents, go to www.FiberLashesSettlement.com, call the Settlement Administrator at 1-844-491-5745 or write to Schmitt v Younique LLC Settlement, c/o Settlement Administrator, PO Box 59419, Philadelphia, PA 19102-9419, or call Class Counsel at 1-833-927-0822. Para revisar una versión en español de este aviso, visite www.FiberLashesSettlement.com

*A Federal Court authorized this notice.
This is not a solicitation from a lawyer.*

EXHIBIT E



October 30, 2019

Settlement Administrator at Schmitt v. Yunique LLC Settlement
c/o Claims Administrator
PO Box 59419
Philadelphia, PA 19102-9419

To whom it may concern,

Please accept my request to be excluded from this process.
Class member ID: 31082CCSYKH40

Thank you,

A handwritten signature in black ink, appearing to read 'Angela K. Storlie', is written over a horizontal line.

Angela K. Storlie

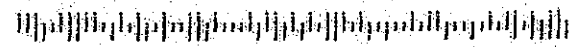
A. Storlie
27460 Vernon Ave
Elko MN 55020

05 NOV 2019 PM 6 L



Settlement Administrator at Schmitt v. Youngve LLC Settlement
c/o Claims Administrator
PO Box 59419
Philadelphia PA 19102-9419

19102-941919





November 16, 2019

Schmitt v. Younique LLC Settlement

% Settlement Administrator

PO Box 59419

Philadelphia, PA 19102-9419

To Whom It May Concern:

I wish to be excluded from the A Class Action Section with Fiber Lashes Settlement.

Thank You,

A handwritten signature in cursive script that reads 'Kathy Humble'.

Kathy Humble

91 Marlberry Branch Dr.

Conroe, TX 77384-4758

Kathy Humble
91 Marlberry Branch Dr.
The Woodlands, TX 77384

NORTH HOUSTON, TX 77323
#9334

16 NOV 2019 PM 11



Schmitt v. Younique LLC Settlement
% Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

19102-941919





COR0000015

Schmitt, et al., v. Younique, LLC
c/o Settlement Administrator
P.O. Box 59419
Philadelphia, PA 19102-9419

To Whom It May Concern,

I am writing to exclude myself, Kelly Kays, from the class action lawsuit against Younique's Original Moodstruck 3D fiber Lashes. I did not have a problem with this product.

Sincerely,

Kelly Kays

Kelly Kays

46718 IH-10 E.

Winnie, TX 77665

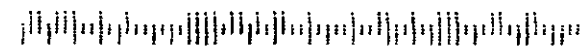
TELEPHONE MAILBOX-11000 12/1/19

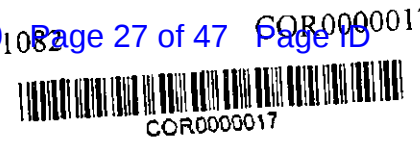
SEP 11 2019 10:51 AM



Schmitt, et al., v Younique, LLC
c/o Settlement Administrator
P.O. Box 59419
Philadelphia, PA 19102

19102-941919





Stephani Conlon
51 E Homefield Point Ct
O'Fallon, MO 63366
636-578-4881

Schmitt v. Younique LLC Settlement
EXCLUSIONS
c/o Settlement Administrator
P.O. Box 59419
Philadelphia, PA 19102-9419

To Whom It May Concern,

I am writing as I wish to **opt-out and be excluded** from Schmitt v. Younique LLC Settlement, Fiber Lashes Settlement (Member ID: 31082CG2FW9NJ).

Regards,

Stephani Conlon



Justin & Stephani Conlon
51 East Homestead
O'Fallon, MO 63366

Case 8:17-cv-001397-JVS-JDE Document 269-2 Filed 03/06/20 Page 28 of 47 Page ID #:9338



Schmitt v. YOUNIQUE Settlement
Excursions
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA
19102-39419 6114



EXHIBIT F

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you purchased Younique’s original Moodstruck 3D Fiber Lashes Between October 2012 and July 2015 while residing in California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, or Washington You May be Eligible to Receive a Cash Payment from a Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

A proposed Settlement has been reached in a class action lawsuit involving Younique’s original Moodstruck 3D Fiber Lashes

- The Settlement resolves litigation alleging Younique’s original Moodstruck 3D Fiber Lashes (sold between October 2012 and July 2015) was not accurately labeled as being made of “100% Natural Green Tea Fibers.” The Defendant disagrees with the allegations and says the label was accurate and denies any wrongdoing, but has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased Younique’s original Moodstruck 3D Fiber Lashes between October 2012 and July 2015 while residing in California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, or Washington
- The Settlement will provide cash payments to those who qualify. You must file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act, or don’t act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY JANUARY 21, 2020	This is the only way to get a payment.
EXCLUDE YOURSELF BY JANUARY 21, 2020	Get no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
OBJECT BY JANUARY 21, 2020	Write to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website www.FiberLashesSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Central District of California (the “Court”), and the case is called *Schmitt v. Younique LLC, No. 8:17-cv-01397*. The individuals who sued are called the Plaintiffs, and the company they sued, Younique, LLC (“Younique”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges Younique’s original Moodstruck 3D Fiber Lashes (sold between October 2012 and July 2015) was not accurately labeled as being made of “100% Natural Green Tea Fibers.” The Defendant disagrees with the allegations and says the label was accurate and denies any wrongdoing, but has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case. The Defendant denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class.

3. Why is this a class action?

In a class action, one or more people, called “Class Representatives,” sue on behalf of people who have similar claims. All these people are in a “class” or “class members,” except for those who exclude themselves from the class. United States District Court Judge James V. Selna in the United States District Court for the Central District of California is in charge of this class action.

4. Why is there a Settlement?

The Defendant is not admitting that it did anything wrong and both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. The Class Representatives and their attorneys think the Settlement is best for Class Members. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the Settlement?

The Settlement Class includes all persons and entities who, from October 2012 to July 2015 both resided in California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, or Washington and purchased Younique’s original Moodstruck 3D Fiber Lashes for personal, family or household use and not for resale. Excluded from the Settlement Class are: (a) Defendant’s board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. Which Products are included in the Settlement?

The eligible product in the Settlement is Younique’s original Moodstruck 3D Fiber Lashes which was sold between October 2012 and July 2015.

7. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.FiberLashesSettlement.com, or call the toll-free number, 1-844-491-5745

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides for the establishment of a Settlement Fund with a value of \$3,250,000.00 to pay (1) timely and valid claims of eligible Settlement Class Members; (2) the costs of Class Notice and administration; (3) Attorneys' Fees and Expenses awarded by the Court; (4) any Service Award made by the Court to Plaintiffs; and (5) any taxes and tax expense (if any). Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement Fund. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

Under the Settlement, the parties agreed to a definition of "natural", consistent with federal regulatory standards, to be applied to fiber lash products, and a protocol for testing fiber lash products according to that definition on 6-month intervals when the ingredients of a fiber lash product are described as "natural."

9. What can I get from the Settlement?

If you submit a valid Claim Form by the deadline, you can get a payment from the Settlement Fund. After subtracting from the Settlement Fund the Service Awards for the Class Representatives, Attorneys' Fees and Expenses, and the costs of Class Notice and administration, taxes and tax expense (if any), the Settlement Administrator will determine each authorized Settlement Class Member's *pro rata* share based upon the number of Products purchased by each class member and the total amount of valid claims is submitted.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.FiberLashesSettlement.com.

HOW TO GET A PAYMENT

11. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, www.FiberLashesSettlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or email, or by calling toll-free.

MAIL:

Schmitt v. Yunique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

PHONE: 1-844-491-5745

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **JANUARY 21, 2020** to: **Schmitt v Yunique LLC, c/o Settlement Administrator, PO Box 5941, Philadelphia, PA 19102-5941** or submit your Claim Form online at the Settlement Website, www.FiberLashesSettlement.com, by **JANUARY 21, 2020**

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. When will I get my payment?

Payments will be mailed to Settlement Class Members who send in valid and timely Claim Forms after the Court grants “final approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **April 6, 2020**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement Fund, and you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail by U.S. Mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Schmitt v. Younique LLC*, No. 8:17-cv-01397;
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **JANUARY 21, 2020** to:

Schmitt v Younique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

If you don’t include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendant about the claims in this lawsuit.

14. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the Settlement?

If you are a Class Member, you can object to the Settlement or to Class Counsel’s request for Attorneys’ Fees and Expenses. To object, you must send a letter that includes the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of your lawyer, if you have one, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- The name of the case: Objection to Class Settlement in *Schmitt v. Younique LLC*, No. 8:17-cv-01397;

- The reasons you object to the Settlement, accompanied by any legal support for your objection;
- A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel;
- A statement of your membership in the Settlement Class, including all information required by the Claim Form;
- A detailed list of any other objections submitted by you or your counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years, or a statement that you have not objected to any class action settlement in any court in the United States in the previous five (5) years; and
- Your signature and, if you have one, your lawyer’s signature.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel no later than **JANUARY 21, 2020** at the following addresses:

Court	Class Counsel
The United States District Court for the Central District of California Ronald Reagan Federal Building and United States Courthouse 411 West 4th Street Santa Ana, CA 92701-4516	Adam Gonnelli Sultzer Law Group 85 Civic Center Plaza Suite 200, Poughkeepsie, NY, 12601
Defense Counsel	Class Counsel
Sascha Henry Sheppard, Mullin, Richter & Hampton LLP 333 South Hope Street Forty-Third Floor Los Angeles, CA 90071	Jonathan Miller Nye Stirling Hale & Miller, LLP 33 West Mission St., Suite 201 Santa Barbara, CA 93101
	Class Counsel
	Bonner Walsh Walsh PLLC 1561 Long Haul Road Grangeville, ID 83530
	Class Counsel
	Todd D. Carpenter (CA 234464) Carlson Lynch Sweet Kilpela & Carpenter, LLP 1350 Columbia Street, Ste. 603 San Diego, CA 92101

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers and firms as “Class Counsel,” meaning that they were appointed to represent all Class Members: Adam Gonnelli of The Sultz Law Group, Jonathan Miller of Nye Stirling Hale & Miller, LLP, Bonner Walsh of Walsh PLLC, and Todd Carpenter of Carlson Lynch Sweet Kilpela & Carpenter, LLP.

You will not be charged for these lawyers, they will be paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **November 18, 2019**, seeking Attorneys’ Fees in the amount up to \$1,083,225.00 and Expenses in an amount up to \$175,000.00. The fees and expenses awarded by the Court will be paid from the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that up to \$67,500 in total be paid from the Settlement Fund as Service Awards to the named Plaintiffs who helped the lawyers on behalf of the whole Class.

THE COURT’S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **April 6, 2020 at 1:30p.m.** at the United States District Court for the Central District of California, before the Honorable James V. Selna, United States District Judge, in Courtroom 10C, in the Ronald Reagan Federal Building and United States Courthouse, 411 West 4th Street, Santa Ana, CA 92701-4516.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.FiberLashesSettlement.com for updates. At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you may come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” In your letter, you must include the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- The name of the case: *Schmitt v. Yonique LLC*, No. 8:17-cv-01397; and
- Your signature and, if you have one, your lawyer’s signature.

Your Notice of Intent to Appear must be filed with the Court no later than **March 20, 2020**.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of Settlement Agreement and other information at the Settlement Website, www.FiberLashesSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, www.FiberLashesSettlement.com. You can also write to the Settlement Administrator by mail, or call toll-free at:

Schmitt v Younique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

1-844-491-5745

Updates will be posted at www.FiberLashesSettlement.com as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE

TRIBUNAL DEL DISTRITO DE ESTADOS UNIDOS PARA EL DISTRITO CENTRAL DE CALIFORNIA

Si usted ha comprado las Pestañas de Fibra Moodstruck 3D originales de Younique Entre octubre de 2012 y julio de 2015 mientras residía en California, Ohio, Florida, Michigan, Minnesota, Missouri, Nueva Jersey, Pennsylvania, Tennessee, Texas o Washington, usted puede ser elegible para recibir un pago en efectivo de un Acuerdo colectivo.

Un tribunal federal autorizó esta notificación. Esta no es una solicitud de un abogado.

Se ha alcanzado un Acuerdo propuesto en una demanda colectiva que involucra a las Pestañas de Fibra de Moodstruck 3D originales de Younique

- El Acuerdo resuelve los litigios que afirman que las Pestañas de Fibra de Moodstruck 3D originales de Younique (vendidas entre octubre de 2012 y julio de 2015) no fueron etiquetadas con exactitud como hechas de “fibras de té verde 100% naturales”. La Demandada no está de acuerdo con las acusaciones y dice que la etiqueta era precisa y niega cualquier delito, pero ha aceptado el Acuerdo para evitar los gastos y las incertidumbres relacionadas con la continuación del caso.
- Usted puede ser elegible para participar en el Acuerdo propuesto, si finalmente es aprobado, si usted adquirió las Pestañas de Fibra de Moodstruck 3D originales de Younique entre octubre de 2012 y julio de 2015 mientras residía en California, Ohio, Florida, Michigan, Minnesota, Missouri, Nueva Jersey, Pennsylvania, Tennessee, Texas o Washington
- El Acuerdo proporcionará pagos en efectivo a quienes reúnan los requisitos. Usted debe presentar un Formulario de reclamo para obtener un pago del Acuerdo.
- Sus derechos legales se verán afectados ya sea que actúe o no. **Lea atentamente esta notificación.**

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

PRESENTAR UN FORMULARIO DE RECLAMO ANTES DEL 21 DE ENERO DE 2020	Esta es la única manera de obtener un pago.
EXCLUIRSE ANTES DEL 21 DE ENERO DE 2020	No obtener ningún pago del Acuerdo. Esta es la única opción que le permite a usted alguna vez ser parte de cualquier otra demanda contra la Demandada acerca de los reclamos legales en este caso.
OBJETAR ANTES DEL 21 DE ENERO DE 2020	Escriba al Tribunal acerca de por qué piensa que el acuerdo es injusto, inadecuado o poco razonable.
NO HACER NADA	No obtener ningún pago. Renunciar a los derechos de demandar a la Demandada por los reclamos legales en este caso.

- Estos derechos y opciones —y los plazos para ejercerlos— se explican en esta notificación. Los plazos pueden trasladarse, cancelarse o modificarse de otro modo, por lo que debe consultar el sitio web del Acuerdo www.FiberLashesSettlement.com regularmente para obtener actualizaciones y más detalles.
- El Tribunal que se encarga de este caso todavía tiene que decidir si aprueba el Acuerdo. Se realizarán los pagos si el Tribunal aprueba el Acuerdo y una vez que se resuelvan las apelaciones. Sea paciente.

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INFORMACIÓN BÁSICA

1. ¿Por qué existe una notificación?

Usted tiene derecho a saber acerca del Acuerdo propuesto en una demanda colectiva, y acerca de sus opciones, antes de que el Tribunal decida si aprueba o no el Acuerdo.

El Tribunal encargado del presente caso es el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California (el “Tribunal”), y el caso se denomina *Schmitt v. younique LLC*, no. 8:17-CV-01397. Las personas que iniciaron la demanda se denominan los Demandantes, y la compañía a la que demandaron, Younique, LLC (“Younique”), se denomina la Demandada.

2. ¿De qué se trata la demanda?

La demanda alega que las Pestañas de Fibra de Moodstruck 3D originales de Younique (vendidas entre octubre de 2012 y julio de 2015) no fueron etiquetadas con exactitud como hechas de “fibras de té verde 100% naturales”. La Demandada no está de acuerdo con las acusaciones y dice que la etiqueta era precisa y niega cualquier delito, pero ha aceptado el Acuerdo para evitar los gastos y las incertidumbres relacionadas con la continuación del caso. La Demandada niega todos y cada uno de los delitos y niega responsabilidad frente a los Demandantes y frente al Grupo del acuerdo.

3. ¿Por qué es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas “Representantes del Grupo” demandan en nombre de las personas que tienen reclamos similares. Toda estas personas se encuentran en un “grupo” o “miembros del grupo”, excepto aquellas personas que se excluyan del grupo. El juez del Tribunal de Distrito de los Estados Unidos, James V. Selna, del Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, se encarga de esta demanda colectiva.

4. ¿Por qué existe un Acuerdo?

La Demandada no reconoce que ha hecho nada malo y ambas partes quieren evitar el costo de un litigio adicional. El Tribunal no ha decidido a favor de los Demandantes ni de la Demandada. Los Representantes del grupo y sus abogados piensan que el Acuerdo es lo mejor para los Miembros del grupo. El Acuerdo brinda la oportunidad para que los Miembros del grupo del acuerdo reciban los beneficios del Acuerdo.

¿QUIÉNES FORMAN PARTE DEL ACUERDO?

5. ¿Cómo saber si formo parte del Acuerdo?

El Grupo del acuerdo incluye a todas las personas y entidades que, desde octubre de 2012 a julio de 2015, residían en California, Ohio, Florida, Michigan, Minnesota, Missouri, Nueva Jersey, Pennsylvania, Tennessee, Texas, o Washington y adquirieron las Pestañas de Fibra de Moodstruck 3D originales de Younique para el uso personal, de la familia o del hogar, y no para la reventa. Se excluyen del Grupo del acuerdo: (a) los miembros de la junta directiva de la Demandada o los funcionarios con cargos ejecutivos, incluidos sus abogados; (b) las entidades gubernamentales; (c) el Tribunal, la familia directa del Tribunal y el personal del Tribunal; y (d) cualquier persona que oportuna y correctamente se excluya del Grupo del acuerdo de conformidad con los procedimientos aprobados por el Tribunal.

6. ¿Qué productos están incluidos en el Acuerdo?

El producto elegible en el Acuerdo son las Pestañas de Fibra de Moodstruck 3D originales de Younique que fueron vendidas entre octubre de 2012 y julio de 2015.

7. ¿Qué sucede si todavía no estoy seguro de si estoy incluido en el Acuerdo?

Si usted no está seguro de si usted es un Miembro del grupo del Acuerdo, o tiene alguna otra pregunta acerca del Acuerdo de conciliación, debe visitar el sitio web del Acuerdo, www.FiberLashesSettlement.com, o llamar al número gratuito, 1-844-491-5745

BENEFICIOS DEL ACUERDO

8. ¿Qué ofrece el Acuerdo?

El Acuerdo prevé la creación de un Fondo del Acuerdo con un valor de \$3,250,000.00 para pagar (1) reclamos oportunos y válidos de Miembros del grupo del Acuerdo elegibles; (2) los costos de la Notificación y administración del grupo; (3) los honorarios y gastos de abogados otorgados por el Tribunal; (4) cualquier Premio por servicio otorgado por el Tribunal a los Demandantes; y (5) los impuestos y gastos fiscales (si los hubiera). Los Miembros del grupo del acuerdo que presentan oportunamente Formularios de reclamos válidos tienen derecho a recibir un pago en efectivo del Fondo del acuerdo. El monto real recuperado por cada Miembro del grupo del acuerdo no se determinará hasta después de que finalice el Período de reclamo y se calculen todos los Reclamos.

En virtud del Acuerdo, las partes acordaron una definición de “natural”, de conformidad con las normas reglamentarias federales, que se aplicará a los productos de pestañas de fibra, y un protocolo para probar productos de pestañas de fibra de acuerdo con esa definición en intervalos de 6 meses cuando los ingredientes de un producto de pestañas de fibra se describen como “naturales”.

9. ¿Qué puedo obtener del Acuerdo?

Si usted presenta un Formulario de reclamo válido antes de la fecha de vencimiento, podrá obtener un pago del Fondo del acuerdo. Después de restar del Fondo del acuerdo los Premios por servicio para los Representantes del grupo, los honorarios y gastos de los Abogados y los costos de la Notificación y administración del grupo, los impuestos y los gastos impositivos (si los hubiera), el Administrador del acuerdo determinará cada parte *proporcional* autorizada del Miembro del grupo del acuerdo en función de la cantidad de Productos adquiridos por cada miembro del grupo y la cantidad total de reclamos válidos que se presenta.

10. ¿A qué estoy renunciando al permanecer en el Grupo?

A menos que usted se excluya del Acuerdo, no podrá demandar a la Demandada, continuar una demanda, o ser parte de otra demanda contra la Demandada acerca de las cuestiones legales en este caso. También significa que quedará obligado por todas las decisiones del Tribunal. La Renuncia se describe en mayor detalle en el Acuerdo de conciliación y describe con exactitud los reclamos legales a los que renuncia si permanece en el Grupo del acuerdo. El Acuerdo de conciliación está disponible en el sitio web del Acuerdo, www.FiberLashesSettlement.com.

CÓMO OBTENER UN PAGO

11. ¿Cómo puedo obtener un pago?

Para ser elegible para recibir un pago del Acuerdo, usted deberá completar y presentar un Formulario de reclamo de forma oportuna. Usted puede completar y presentar su Formulario de reclamo en línea en el sitio web del Acuerdo, www.FiberLashesSettlement.com. El Formulario de reclamo también se puede descargar del sitio web del Acuerdo. Usted puede solicitar que se le envíe un Formulario de reclamo enviando una solicitud por escrito al Administrador del acuerdo por correo postal o por correo electrónico, llamando a la línea gratuita.

CORREO POSTAL:

Schmitt v. Younique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

TELÉFONO: 1-844-491-5745

Lea las instrucciones detenidamente, complete el Formulario de reclamo y envíelo por correo con sello postal en una fecha que no sea posterior al **21 DE ENERO DE 2020** a: **Schmitt v younique LLC, c/o Settlement Administrator, PO Box 5941, Philadelphia, PA 19102-5941** o envíe su Formulario de reclamo en línea en el sitio web del Acuerdo, www.FiberLashesSettlement.com, antes del **21 DE ENERO DE 2020**

Si usted no presenta un Formulario de reclamo válido antes de la fecha de vencimiento, no recibirá un pago.

12. ¿Cuándo recibiré mi pago?

Los pagos se enviarán por correo a los Miembros del grupo del acuerdo que envíen Formularios de reclamo en forma válida y oportuna una vez que el Tribunal otorgue la “aprobación definitiva” del Acuerdo y después de que se resuelvan todas y cada una de las apelaciones. Si el Tribunal aprueba el Acuerdo después de una audiencia el **6 de abril de 2020**, es posible que haya apelaciones. Siempre es incierto si estas apelaciones se pueden resolver, y resolverlas puede llevar tiempo.

EXCLUIRSE DEL ACUERDO

Si usted no desea un pago del Fondo del acuerdo, y desea mantener el derecho de demandar o continuar una demanda contra la Demandada por su propia cuenta acerca de las cuestiones legales en este caso, usted debe tomar las medidas para excluirse. Esto se denomina excluirse —o algunas veces se hace referencia a “exclusión voluntaria” del Grupo del acuerdo.

13. ¿Cómo me excluyo del Acuerdo?

Para excluirse (o “excluirse voluntariamente”) del Acuerdo, usted deberá completar y enviar por servicio de correo de Estados Unidos al Administrador del acuerdo una solicitud por escrito que incluya lo siguiente:

- Su nombre y dirección;
- El nombre del caso: *Schmitt v. Yunique LLC*, No. 8:17-cv-01397;
- Una declaración que indique que usted desea ser excluido del presente Acuerdo; y
- Su firma.

Usted debe enviar su solicitud de exclusión, con fecha postal que no sea posterior al **21 DE ENERO DE 2020** a:

Schmitt v Yunique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

Si no incluye la información requerida ni presenta su solicitud de exclusión a tiempo, seguirá siendo un Miembro del grupo del acuerdo y no podrá demandar a la Demandada acerca de los reclamos en virtud de esta demanda.

14. Si no me excluyo, ¿puedo demandar a la Demandada por lo mismo en el futuro?

No. A menos que se excluya, usted renuncia a cualquier derecho a demandar a la Demandada por los reclamos que resuelve este Acuerdo. Si tiene una demanda pendiente, comuníquese con su abogado en esa demanda de inmediato. Usted debe excluirse de este Grupo del acuerdo para continuar su propia demanda.

15. Si me excluyo, ¿todavía puedo recibir un pago?

No. Usted no recibirá dinero del Acuerdo si se excluye. Si se excluye del Acuerdo, no envíe un Formulario de reclamo que solicite beneficios.

OBJETAR EL ACUERDO

16. ¿Cómo le comunico al Tribunal que no estoy conforme con el Acuerdo?

Si usted es un Miembro del grupo, puede objetar el Acuerdo o la solicitud del Abogados del grupo respecto de los honorarios y gastos de los abogados. Para objetar, usted deberá enviar una carta que incluya lo siguiente:

- Su nombre, dirección, número de teléfono y, si estuvieran disponibles, dirección de correo electrónico;
- El nombre, la dirección, la dirección de correo electrónico y el número de teléfono de su abogado, en caso de que usted tenga uno, incluido cualquier abogado anterior o actual que pueda tener derecho a la una compensación por cualquier causa relacionada con la objeción;
- El nombre del caso: Objeción a una Demanda colectiva en Schmitt v. Younique LLC, No. 8:17-cv-01397;
- Las razones por las que usted objeta el Acuerdo, acompañado por cualquier soporte legal para su objeción;
- Una declaración acerca de si usted tiene la intención de comparecer en la Audiencia de Justicia, ya sea con o sin abogado;

Una declaración de su membresía en el Grupo del acuerdo, incluida toda la información requerida por el Formulario de reclamo;

- Una lista detallada de cualquier otra objeción presentada por usted o por su abogado, a cualquier demanda colectiva presentada en cualquier tribunal, sea estatal o de otro tipo, en los Estados Unidos en los cinco (5) años anteriores, o una declaración en la indique que usted no ha objetado ningún Acuerdo colectivo en ningún Tribunal de los Estados Unidos en los cinco (5) años anteriores; y
- Su firma y, la firma de su abogado, en caso de que tenga uno.

Su objeción, junto con cualquier material respaldatorio que usted desee presentar, deberá presentarse ante el Tribunal, con una copia entregada al Abogado del Grupo y al Abogado de la Demandada a más tardar el **21 DE ENERO DE 2020** a las siguientes direcciones:

Court	Class Counsel
The United States District Court for the Central District of California Ronald Reagan Federal Building and United States Courthouse 411 West 4th Street Santa Ana, CA 92701-4516	Adam Gonnelli Sultzer Law Group 85 Civic Center Plaza Suite 200, Poughkeepsie, NY, 12601
Defense Counsel	Class Counsel
Sascha Henry Sheppard, Mullin, Richter & Hampton LLP 333 South Hope Street Forty-Third Floor Los Angeles, CA 90071	Jonathan Miller Nye Stirling Hale & Miller, LLP 33 West Mission St., Suite 201 Santa Barbara, CA 93101
	Class Counsel
	Bonner Walsh Walsh PLLC 1561 Long Haul Road Grangeville, ID 83530
	Class Counsel
	Todd D. Carpenter (CA 234464) Carlson Lynch Sweet Kilpela & Carpenter, LLP 1350 Columbia Street, Ste. 603 San Diego, CA 92101

17. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es simplemente decirle al Tribunal que no le gusta algo sobre el Acuerdo. Usted podrá objetar el Acuerdo únicamente si no se excluye. Excluirse del Acuerdo es decirle al Tribunal que no desea ser parte del Acuerdo. Si se excluye del Acuerdo, no tiene fundamentos para objetar el Acuerdo, ya que no le afecta.

LOS ABOGADOS QUE LO REPRESENTAN

18. ¿Tengo un abogado en este caso?

Sí. El Tribunal ha nombrado a abogados y firmas como “Abogados del grupo”, lo que significa que fueron designados para representar a todos los Miembros del grupo: Adam Gonnelli de The Sultz Law Group, Jonathan Miller de Nye Stirling Hale & Miller, LLP, Bonner Walsh de Walsh PLLC y Todd Carpenter de Carlson Lynch Sweet Kilpela & Carpenter, LLP.

No se le cobrará por estos abogados, se les pagará del Fondo del acuerdo. Si desea ser representado por su propio abogado, puede contratar uno por su propia cuenta.

19. ¿Cómo se les pagará a los abogados?

El Abogado del grupo tiene la intención de presentar una petición a más tardar el **18 de noviembre de 2019**, buscando honorarios de Abogados por el importe de hasta \$1,083,225.00 y los Gastos por un importe de hasta \$175,000.00. Los honorarios y gastos otorgados por el Tribunal se pagarán del Fondo del acuerdo. El Tribunal determinará el importe de los honorarios y gastos que se deben adjudicar. El Abogado del grupo también solicitará que se pague un total de hasta \$67,500 del Fondo del acuerdo como Premios por servicio a los Demandantes nombrados que hayan ayudado a los abogados en nombre de todo el Grupo.

LA AUDIENCIA DE JUSTICIA DEL TRIBUNAL

20. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal llevará a cabo una Audiencia de Justicia el **6 de abril de 2020 a la 1:30 p. m.** en el Tribunal del Distrito de Estados Unidos para el Distrito Central de California, ante el Honorable Juez James V. Selna, Juez del Distrito de los Estados Unidos, en la Sala de audiencias 10C, en el Edificio Federal Ronald Reagan y los Tribunales de los Estados Unidos, 411 West 4th Street, Santa Ana, CA 92701-4516.

La audiencia podrá ser trasladada a una fecha o un horario diferente sin notificación adicional, por lo que es una buena idea consultar www.FiberLashesSettlement.com para ver si hay actualizaciones. En la Audiencia de Justicia, el Tribunal considerará si el Acuerdo de conciliación es justo, razonable y adecuado. El Tribunal también considerará cuánto pagar al Abogado del grupo y a los Representantes del grupo. Si hay objeciones, el Tribunal las examinará en este momento. Después de la audiencia, el Tribunal decidirá si se aprueba o no el Acuerdo. No sabemos cuánto tiempo demorará el Tribunal en tomar su decisión.

21. ¿Tengo que asistir a la audiencia?

No. El Abogado del grupo responderá todas las preguntas que el Tribunal pueda tener. Pero puede asistir por cuenta propia. Si envía una objeción, no tendrá que asistir al Tribunal para hablar de ello. En la medida en que usted envíe por correo su objeción por escrito a tiempo a las direcciones correctas, el Tribunal la considerará. También puede pagar su propio abogado para que asista, pero no es necesario.

22. ¿Puedo hablar en la audiencia?

Sí. Puede solicitar al Tribunal permiso para hablar en la Audiencia de Justicia. Para ello, usted deberá enviar una carta que diga que es su “Aviso de intención de comparecencia”. En su carta, usted deberá incluir lo siguiente:

- Su nombre, dirección, número de teléfono y, si estuvieran disponibles, dirección de correo electrónico;

- El nombre, la dirección, la dirección de correo electrónico y el número de teléfono de cualquier abogado que comparezca en su nombre en la Audiencia de Justicia;
- El nombre del caso: *Schmitt v. Yunique LLC*, No. 8:17-cv-01397; y
- Su firma y, la firma de su abogado, en caso de que tenga uno.

Su Aviso de intención de comparecencia deberá presentarse ante el Tribunal a más tardar el **20 de marzo de 2020**.

SI USTED NO HACE NADA

23. ¿Qué ocurre si no hago nada en absoluto?

Si usted no hace nada, no recibirá un pago del Acuerdo. A menos que usted se excluya, no podrá iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra la Demandada acerca de las cuestiones legales en este caso, nunca más.

OBTENER MÁS INFORMACIÓN

24. ¿Cómo obtengo más información?

Esta Notificación resume el Acuerdo propuesto. Podrá obtener más detalles en el Acuerdo de Conciliación. Usted puede revisar una copia completa del Acuerdo de conciliación y otra información en el sitio web del Acuerdo, www.FiberLashesSettlement.com. Si tiene alguna pregunta o quiere solicitar un Formulario de reclamo, puede visitar el sitio web del Acuerdo, www.FiberLashesSettlement.com. También puede escribir al Administrador del acuerdo por correo, o llamando a la línea gratuita:

Schmitt v Yunique LLC Settlement
c/o Settlement Administrator
PO Box 59419
Philadelphia, PA 19102-9419

1-844-491-5745

Las actualizaciones serán publicadas en www.FiberLashesSettlement.com a medida que la información sobre el proceso del Acuerdo se encuentre disponible.

NO CONTACTE AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO EN RELACIÓN CON ESTE CASO



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MUST BE FILED ONLINE
OR POSTMARKED
NO LATER THAN
January 21, 2020

SCHMITT v. YOUNIQUE LLC
CLAIM FORM
GENERAL INSTRUCTIONS

FOR OFFICE
USE ONLY

To make a claim under the Settlement, you must complete this form and submit it online or mail it to the address at the bottom of this form. Your Claim Form must be submitted online or postmarked by 11:59 p.m. Pacific Time on **JANUARY 21, 2020**.

You can submit a Claim for a benefit under this Settlement if you purchased the original Moodstruck 3D Fiber Lashes between October 2012 and July 2015 sold as a standalone product and not as part of a kit for personal, family or household use and not for resale and resided in one of the following states: California, Ohio, Florida, Michigan, Minnesota, Missouri, New Jersey, Pennsylvania, Tennessee, Texas, and Washington. You may, but are not required to, submit proof of purchase of the product when you submit your claim.

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at Heffler Claims Group, P.O. Box 59419, Philadelphia, PA 19102-9419 or can be submitted via the Settlement Website, **www.FiberLashesSettlement.com**. **Claim Forms must be POSTMARKED or SUBMITTED ONLINE NO LATER THAN JANUARY 21, 2020 at 11:59 p.m., Pacific Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Long Form Notice available at www.FiberLashesSettlement.com. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement, as amended by any Supplemental Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Long Form Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. To receive the most current information and regular updates, please submit your Claim Form on the Settlement Website at **www.FiberLashesSettlement.com**.



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SCHMITT v. YOUNIQUE LLC CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN JANUARY 21, 2020

CLAIM INFORMATION (Please print the following information):

First Name	MI	Last Name
Mailing Address		
Address2		
City	State	Zip Code
Daytime Telephone (____) _____ - _____		
Evening Telephone (____) _____ - _____		
Email Address:		
_____ @ _____ . _____		

****** If you move or your name changes, please send your new contact information to the Claims Administrator via the settlement website or First-Class U.S. Mail, at the address listed below.

CLAIM OF COVERED PRODUCTS PURCHASED

I purchased _____ (number) original Moodstruck 3D Fiber Lashes between October 2012 and July 2015 sold as a standalone product and not as part of a kit for personal, family or household use and not for resale. The approximate dates of my purchases were: _____.

AFFIRMATION:

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.

Signature	Print Name	Date ____/____/____
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Upon completion, please mail this form to: Schmitt v. Younique LLC Settlement c/o Claims Administrator; P.O. 59419, Philadelphia, PA 19102-9419, or, submit the form electronically at www.FiberLashesSettlement.com. You may, but are not required to, submit proof of purchase of the product when you submit your claim.

Failure to provide all the requested information may result in the denial of your Claim and you will receive no cash payment from this Settlement. The Settlement Administrator may request verification or more information regarding your purchase of the Products. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator's determination is final and cannot be appealed by anyone.

CLAIM PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.



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