

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

OLENA HALIM, individually and on behalf of
all those similarly situated,

Plaintiff,

v.

CHARLOTTE TILBURY BEAUTY INC.,
ISLESTARR HOLDINGS LTD.,

Defendants.

Case No. 2022CH11832

Judge: Hon. Sophia H. Hall

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on September 19, 2024 Plaintiff Olena Halim's ("Plaintiff") Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff and Defendant Charlotte Tilbury Beauty Inc. ("Charlotte Tilbury Beauty" or "Defendant," and together with Plaintiff, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Honorable Morton Denlow (Ret.) of JAMS Chicago.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Sections 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Action is preliminarily certified as a class action, for settlement purposes only. The Court preliminarily finds for settlement purposes that: (a) the Settlement Class certified herein numbers at least in the thousands of persons, and joinder of all such persons would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class, and those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of Plaintiff Halim are typical of the claims of the Settlement Class; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiff Halim and Class Counsel are adequate representatives of the Settlement Class. Defendant retains all rights to assert that the Action may not be certified as a class action, other than for settlement purposes.

5. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

“All persons who, while in Illinois, used Charlotte Tilbury Beauty’s beauty tech tools or any other virtual try on tools on the Charlotte Tilbury Beauty Website and/or the App, regardless as to the manner in which such tools are accessed, including but not limited to “Charlotte’s Virtual Try On,” “Pro Skin Analysis,” “Foundation Shade Finder,” “Complexion Edit,” “Highlight Shade Finder,” “How To Apply,” “Blush Finder,” and “Skin Reader,” at any time between December 1, 2019 and August 31, 2023”

6. Excluded from the Settlement Class are (1) Defendant, its subsidiaries, parent, and

other affiliate entities, and all employees thereof; (2) the Judge presiding over this Action and her immediate family members and staff; (3) Plaintiff's and Defendant's Counsel and their employees; (4) all federal or state government entities or agencies; (5) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (6) the legal representatives, successors or assigns of any excluded Persons.

7. For settlement purposes only, Plaintiff Halim is appointed as Class Representative.

8. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Grace E. Parasmol (gparasmol@parasmoliebermanlaw.com)
Yitzchak H. Lieberman (ylieberman@parasmoliebermanlaw.com)
Parasmol Lieberman Law
7119 Sunset Blvd., #808
Los Angeles, California 90046

-and-

Allen Schwartz (allen@allenschwartzlaw.com)
Schwartz Law PLLC
150 Broadway, Suite 701
New York, New York 10038

9. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Litigation resumes, the Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

10. The Court approves, in form and content, the claim form, long form class notice, email notice and mailed notice attached to the Settlement Agreement as Exhibits A, B, C, and D,

respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

11. The Court finds that the planned Notice Program set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy, readability, or formatting for publication.

12. Epiq Class Action and Claims Solutions, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice and claims processes, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

13. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

14. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Class Notice on or before **January 2, 2025**. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

15. All Claim Forms must be either mailed via U.S. Mail or emailed to the addresses specified in the Claim Form or be electronically submitted to the Settlement Administrator via the settlement website no later than **January 2, 2025**. Settlement Class Members who do not timely

submit a Claim Form deemed to be valid in accordance with Section VIII of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

16. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or proceedings against Defendant or the Released Parties for the Released Claims as defined in the Settlement Agreement.

17. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request in writing. Such exclusion requests must be submitted either by first class mail to the designated mailing address of the Settlement Administrator provided in the Notice or by email to the dedicated email address provided in the Notice. All exclusion requests must be received or postmarked by **December 18, 2024**.

18. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing the following information: (i) the case name and number; (ii) the individual's full name, mailing address, email address, and telephone number; (iii) a statement that he or she used a beauty tech tool or another virtual try on tool on the Charlotte Tilbury Beauty Website and/or the App, within the state of Illinois, and during the Class Period; (iv) a statement that he or she wants to be excluded from the Settlement Class; and (v) the individual's signature. Only one individual may be excluded from the Settlement Class per each written exclusion. No group opt-outs from the Settlement Class shall be permitted.

19. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

20. Class Counsel may file a motion seeking an award of attorneys' fees, costs and expenses, as well as an Incentive Award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than **November 27, 2025**.

21. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intend to seek and the payment of the Incentive Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 23 of this Order, and any copies of such papers they propose to submit at the Final Approval Hearing, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **December 18, 2024**.

22. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

<p>Class Counsel:</p> <p>Grace E. Parasmó (gparasmó@parasmóliebermanlaw.com) Yitzchak H. Lieberman (ylieberman@parasmóliebermanlaw.com) Parasmó Lieberman Law 7119 Sunset Blvd., #808 Los Angeles, California 90046</p> <p>-and-</p> <p>Allen Schwartz (allen@allenschwartzlaw.com) Schwartz Law PLLC 150 Broadway, Suite 701 New York, New York 10038</p>	<p>Defendant's Counsel:</p> <p>Aaron D. Charfoos (aaroncharfoos@paulhastings.com) Adam M. Reich (adamreich@paulhastings.com) Paul Hastings LLP 71 S. Wacker Drive, 45th Floor Chicago, Illinois 60606</p>
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<p>Settlement Administrator:</p> <p>Charlotte Tilbury BIPA Settlement c/o Settlement Administrator Epiq Systems, Inc. PO Box 2735 Portland, OR 97208-2735</p>	<p>Clerk of Court:</p> <p>Clerk of the Circuit Court of Cook County Chancery Division 50 W. Washington Street, #802 Chicago, IL 60602</p>
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23. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, the following: (i) the name and case number of the action; (ii) the objector's full name, mailing address, email address, and telephone number; (iii) a sworn affirmation, under penalty of perjury, that he or she used a beauty tech tool or another virtual try on tool on the Charlotte Tilbury Beauty Website and/or the App, within the state of

Illinois, during the Class Period; (iv) all grounds for the objection, accompanied by any legal and factual support for the objection; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature on the written objection (an attorney's signature shall not be deemed sufficient). Objections not filed and served in accordance with this Order shall not be received or considered by the Court.

24. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of an Incentive Award, and to the Final Approval Order and the right to appeal the same.

25. The parties shall file a list reflecting all timely requests for exclusion with the Court no later than **February 12, 2025**.

26. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the request for an Incentive Award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through

counsel.

27. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely serve copies on Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

28. All papers in support of the Final Approval of the Settlement shall be filed on **February 12, 2025**.

29. Upon the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties

30. A hearing (the "Final Approval Hearing") shall be held before the Court on **February 26, 2025 at 11:00 a.m.** (remotely by Zoom video conference pursuant to the Court's Standing Order, with details to be posted on the Settlement Website) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the judgment as provided under the

Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;

- (d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;
- (e) to consider the application for an Incentive Award to the Class Representative;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters that properly may be brought before the Court in connection with the Settlement.

31. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

32. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

33. All discovery and other proceedings in the Litigation as between Plaintiff and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

34. The Parties are hereby authorized, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights

of the Settlement Class or materially expand the obligations of Charlotte Tilbury Beauty.

35. For clarity, the deadlines set forth above in the Settlement Agreement are as follows:

Notice Commencement Date: October 19, 2024 [30 days after Preliminary Approval]

Fee and Expense Application: November 27, 2024 [69 days after Preliminary Approval (21 days prior to Objection/Exclusion Deadline)]

Claims Deadline: January 2, 2025 [105 days after Preliminary Approval]

Objection/Exclusion Deadline: December 18, 2024 [90 days after Preliminary Approval]

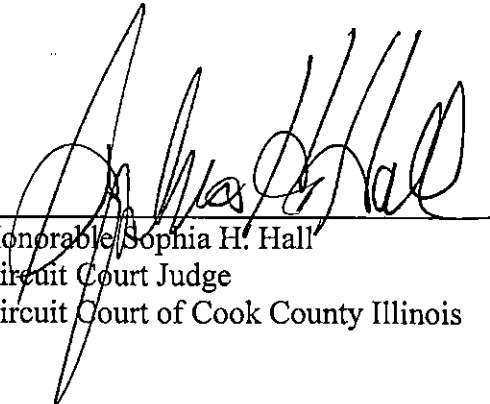
Final Approval Submission: February 12, 2025

Final Approval Hearing: February 26, 2025 at 11:00 a.m.

IT IS SO ORDERED.

ENTERED: _____

9/20/24



Honorable Sophia H. Hall
Circuit Court Judge
Circuit Court of Cook County Illinois

