

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

*OLENA HALIM, individually and on behalf
of all others similarly situated,*

Plaintiff,

v.

CHARLOTTE TILBURY BEAUTY INC.,

Defendant.

Case No. 2022CH11832

Calendar 12

SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by, between, and among, Plaintiff Olena Halim (“Named Plaintiff”), for herself and on behalf of the Settlement Class (defined herein, *infra*, Section III., ¶ 54), and Defendant Charlotte Tilbury Beauty Inc. (“CTBI” or “Charlotte Tilbury Beauty”), subject to the final approval of the Court presiding over the above-captioned action. Hereinafter, Named Plaintiff and CTBI may each individually be referred to as a “Party”, and collectively as the “Parties” hereto. This Settlement Agreement follows a mediation conducted before the Honorable Morton Denlow (Ret.). As provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class against CTBI in connection with any and all virtual-try on and/or beauty tech tools 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” (the “Beauty Tech Tools”) on Charlotte Tilbury Beauty’s website, www.charlottetilbury.com, in desktop and mobile form (the “Charlotte Tilbury Beauty Website”), and CTBI’s mobile application (the “App”), whether accessed directly or via link from a third party website or mobile application, shall be fully, finally, and forever settled, compromised, resolved, and discharged upon the terms and conditions contained herein.

I. OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of the Settlement Terms are:

- **CLASS DEFINITION:** 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 (the “Class Definition”).

- **ESTIMATED NUMBER OF CLASS MEMBERS:** 15,958
- **COMMON SETTLEMENT FUND:** \$2,925,000
- **CLAIMS TO BE RELEASED:** All claims, liabilities, actions, causes of action, costs, expenses, damages, and all other obligations and responsibilities of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether vested or contingent, whether liquidated or unliquidated, whether disclosed or undisclosed, that have arisen, or could have arisen from any matters, facts, or circumstances set forth, asserted, or alleged in the operative complaint or that could have been alleged in the operative complaint or any amendments thereto relating to the same matters, facts or circumstances alleged in the operative complaint, including facts relating to any alleged collection, capture, receipt, storage, possession, purchase, acquisition, dissemination, disclosure, re-disclosure, transfer, transmission, use, sale, lease, trade, or profit from Biometric Information, Biometric Identifiers, or any data derived therefrom, through a Settlement Class Member’s interaction with Beauty Tech Tools on the Charlotte Tilbury Beauty Website, and/or the App, including all claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”) or other statute or regulation, common law, or in equity, through the entry of preliminary approval of this Settlement.
- **PARTIES TO BE RELEASED:** CTBI, its past, present, and future affiliates, including subsidiaries, parent entities (including, but not limited to Islestarr Holdings Limited

(“Islestarr”)), predecessors, successors, and assigns; and each of their respective past, present, and future officers, directors, employees, agents, representatives, shareholders, attorneys, insurers, partners, and all other individuals or entities acting on their behalf; their service providers, vendors, and any and all persons, firms, trusts, corporations, or entities related to or affiliated with them.

SETTLEMENT ADMINISTRATOR: Epiq Class Action and Claims Solutions, Inc.

TIME TO COMMENCE NOTICE: 30 days after Preliminary Approval

TIME TO SUBMIT A CLAIM FORM: 105 days after Preliminary Approval

TIME TO OBJECT OR FILE EXCLUSION: 90 days after Preliminary Approval

TIME FOR FINAL HEARING DATE: 135 days after Preliminary Approval

II. RECITALS

WHEREAS, Charlotte Tilbury Beauty (also known as “CTBI”) operates and administers the Charlotte Tilbury Beauty Website, and the App, all of which are accessible in Illinois, U.S.A.;

WHEREAS, on December 7, 2022, Named Plaintiff filed a putative class action in this Court, captioned, *Halim v. Charlotte Tilbury Beauty, Inc.*, Case No. 2022CH11832 (the “Action”), asserting claims against CTBI and Islestarr Holdings Limited for violation of Sections 15(a), (b), (c), and (d) of BIPA and a dependent claim for unjust enrichment, based on Named Plaintiff’s alleged interactions with CTBI’s Beauty Tech Tools through the Charlotte Tilbury Beauty Website;

WHEREAS, the case was removed to federal court under the Class Action Fairness Act on January 6, 2023, but subsequently remanded on May 11, 2023;

WHEREAS, on August 15, 2023, CTBI filed a Section 2-619.1 Combined Motion to Dismiss Plaintiff’s Class Action Complaint which asserted that all Named Plaintiff’s claims should

be dismissed because CTBI does not possess and has never possessed, obtained, or captured biometric identifiers or biometric information (collectively “Biometric Data”) from Named Plaintiff, and because (a) Named Plaintiff did not sufficiently allege that CTBI possessed, captured, or otherwise obtained her Biometric Data; (b) Named Plaintiff failed to allege (and cannot allege) any facts in support of her claims under Section 15(c) of BIPA, and her derivative unjust enrichment claim, which show CTBI possesses or possessed her Biometric Data and sold, leased, traded, profited from, disclosed, redisclosed, or otherwise disseminated, sold, or traded her Biometric Data; (c) Named Plaintiff did not state and cannot state a claim under Section 15(a) of BIPA upon which relief can be granted because CTBI does not possess and has never possessed her Biometric Data, and Section 15(a) of BIPA does not require a BIPA-compliant policy prior to such possession, or, at minimum, Named Plaintiff’s Section 15(a) claim is unripe, as the three-year period set forth in Section 15(a) has not yet expired; and (d) Named Plaintiff’s dependent claim for unjust enrichment is not a recognized standalone cause of action in Illinois and is not viable because the BIPA claims which it derives from are not viable;

WHEREAS, Named Plaintiff believes the claims have merit, and that Named Plaintiff sufficiently alleged (i) that CTBI possessed, captured, or otherwise obtained her Biometric Data; (ii) her claims under Section 15(c) of BIPA, and her derivative unjust enrichment claim, which support her allegation that CTBI possesses or possessed her Biometric Data and sold, leased, traded, profited from, disclosed, redisclosed, or otherwise disseminated, sold, or traded her Biometric Data; (iii) a claim under Section 15(a) of BIPA that CTBI does or did possess her Biometric Data, and that Section 15(a) of BIPA requires a BIPA-compliant policy prior to, or at the time of, possession; and (iv) a dependent claim for unjust enrichment.

WHEREAS, on August 15, 2023, Islestarr filed a Section 2-619.1 Combined Motion to Dismiss Plaintiff's Class Action Complaint which asserted, in the first instance, that Named Plaintiff's claims against Islestarr should be dismissed because the Court lacks personal jurisdiction over Islestarr, a United Kingdom limited company with its principal place of business in London, England; and, in the alternative, that Named Plaintiff's claims should be dismissed pursuant to Sections 2-615 and 2-619 of the Code of Civil procedure for the reasons set forth in the Section 2-619.1 Combined Motion to Dismiss Plaintiff's Class Action Complaint filed by CTBI;

WHEREAS, Named Plaintiff believes (i) her claims against Islestarr have merit for all the reasons stated above with respect to CTBI's Combined Motion to Dismiss, and (ii) on August 25, 2023, Named Plaintiff served Islestarr with jurisdictional discovery under Supreme Court Rule 201(l)(1).

WHEREAS, on October 31, 2023 the parties agreed to participate in a private mediation and to stay all pending deadlines, including the deadline for Plaintiff to file their opposition to the combined motions to dismiss;

WHEREAS, for purposes of the mediation the parties exchanged informal discovery relating to Plaintiff's claims and CTBI's defenses;

WHEREAS, on December 19, 2023, the Parties appeared for and participated in an all-day mediation with the Honorable Morton Denlow (Ret.) at JAMS, and discussed, *inter alia*, the claims and defenses asserted in this case;

WHEREAS, on December 19, 2023, with the assistance of Judge Denlow, the Parties (i) reached an agreement in principle regarding material terms of the proposed settlement as memorialized in this Settlement Agreement, (ii) specifically agreed to the Class Definition for the

Settlement Class, including class size, and the monetary relief to be provided in a common fund settlement structure for the Settlement Class, (iii) further specifically agreed that Named Plaintiff would voluntarily dismiss Islestarr for lack of personal jurisdiction prior to seeking preliminary approval of any Settlement, which dismissal would be conditional, on a without prejudice basis, subject to conversion to dismissal with prejudice upon, final approval of such settlement, and (iv) duly executed, dated, and countersigned a settlement term sheet (“Settlement Term Sheet”) containing said terms;

WHEREAS, on December 21, 2023, the Parties reached agreement regarding the language of other material terms of the proposed settlement previously agreed to in principle in the executed Settlement Term Sheet, including the terms of the non-monetary relief, and agreed to proceed to drafting this corresponding long form Settlement Agreement;

WHEREAS, at all times, CTBI and Islestarr denied and, continue to deny, any wrongdoing whatsoever, including denying that CTBI and Islestarr committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in this case;

WHEREAS, at all times, CTBI and Islestarr denied, and continue to deny, that certification of a class for litigation purposes in this case is necessary or proper;

WHEREAS, following arms-length negotiations, including mediation before an experienced mediator, the Parties now seek to enter into this Settlement Agreement.

WHEREAS, Plaintiff and Class Counsel have investigated the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and

expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members;

WHEREAS, *inter alia*, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, CTBI has concluded that it is desirable and beneficial that this Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden;

WHEREAS, this Agreement is a compromise, and this Agreement, and any related documents, and any discussions or negotiations resulting in this Agreement shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Charlotte Tilbury Beauty, or any of the Released Parties (as defined below, *infra*, Section III., ¶ 48), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a class, and that any references to alleged business practices of CTBI in this Settlement Agreement, any other settlement document, such as the Settlement Term Sheet, and any motions for approval relating to this Settlement Agreement, or the related Court hearings and processes, will raise no inference with respect to the propriety of Charlotte Tilbury Beauty's business practices, or the business practices of any company affiliated with CTBI, including Islestarr;

WHEREAS, after extensive review, the Parties have decided to resolve all matters in dispute, and have agreed to resolve and settle this Action in its entirety, without any admission of liability, on the following terms, conditions, and representations;

WHEREAS, the Parties intend this Agreement to bind Named Plaintiff, CTBI, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual terms and conditions set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, it is hereby stipulated and agreed by and among Named Plaintiff, the Settlement Class, and CTBI, by and through their undersigned counsel, that, subject to the final approval of the Court, the Action and Released Claims (as defined below, *infra*, Section III., ¶ 47) shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

III. DEFINITIONS

In addition to the terms defined at various points within this Agreement, which are re-stated here, the following defined terms apply throughout this Settlement Agreement.

1. **“Action”** means or refers to the putative class action filed in this Court, styled as *Halim v. Charlotte Tilbury Beauty Inc.*, Case No. 2022CH11832.
2. **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and Release, including any and all attached Exhibits (which are an integral part of this Settlement Agreement and are expressly incorporated in their entirety herein by reference).

3. **“Alternate Judgment”** means a form of final judgment that may be entered by the Court herein but in a form other than the form of judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement Agreement by reasons of such variance.
4. **“App”** means Charlotte Tilbury Beauty’s mobile application.
5. **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that has satisfied the claim process outlined in Section VIII, *infra*.
6. **“Beauty Tech Tools”** means any and all virtual try-on and/or beauty tech tools 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” on the Charlotte Tilbury Beauty Website and/or the App, regardless of whether they are accessed directly on the Charlotte Tilbury Beauty Website or the App or via link from a third party website or application.
7. **“Biometric Identifier”** has the same definition set forth in Section 10 of BIPA, and means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. “Biometric Identifier” does not include any writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. “Biometric Identifier” does not include donated organs, tissues, or parts as defined in the Illinois Anatomical Gift Act or blood or serum stored on behalf of recipients or potential recipients of living or cadaveric transplants and obtained or stored by a federally designated organ procurement agency. “Biometric Identifier” does not include biological materials regulated under the Genetic Information Privacy Act.

“Biometric Identifier” does not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996. “Biometric Identifier” does not include an X-ray, roentgen process, computed tomography, MRI, PET scan, mammography, or other image or film of the human anatomy used to diagnose, prognose, or treat an illness or other medical condition or to further validate scientific testing or screening.

8. **“Biometric Information”** has the same definition set forth in Section 10 of BIPA, and means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual. “Biometric Information” does not include information derived from items or procedures excluded under the definition of biometric identifiers.
9. **“BIPA”** means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*
10. **“Charlotte Tilbury Beauty”** or **“CTBI”** means Defendant Charlotte Tilbury Beauty Inc.
11. **“Charlotte Tilbury Beauty Website”** means CTBI’s website, www.charlottetilbury.com, in desktop and mobile form.
12. **“Claims Deadline”** means the time and date by which a Claim Form must be received by Settlement Administrator, in order for a Settlement Class Member to be entitled to any of the monetary consideration contemplated in this Settlement Agreement. The Claims Deadline shall be 75 days after the Notice Deadline.
13. **“Claim Form”** or **“Claim”** means the form Settlement Class Members must complete and submit to be eligible for monetary relief under the terms of the Settlement, the proposed form of which is attached hereto as Exhibit A.

14. **“Class Counsel”** means Grace E. Parasmo and Yitzchak H. Lieberman of Parasmo Lieberman Law and Allen Schwartz of Schwartz Law PLLC.
15. **“Class Period”** means the period of time from December 1, 2019 and August 31, 2023.
16. **“Class Representative”** means the Named Plaintiff in this Action, Olena Halim.
17. **“Complaint”** means the operative Complaint in the Action.
18. **“Court”** means the Circuit Court of Cook County, Illinois.
19. **“Days”** when used in this Settlement Agreement to specify a deadline or time period by which some event will occur, shall mean the number of calendar days stated, excluding the day that triggers the period, except that if the last day is a Saturday, Sunday, or legal holiday, the period shall continue to run until the next day that is not a Saturday, Sunday, or legal holiday. But when a deadline or time period by which some event will occur in this Settlement Agreement is stated as a number of “business days,” it shall mean the number of days, excluding the day that triggers the period, that are not a Saturday, Sunday, or legal holiday.
20. **“Defendant”** means Charlotte Tilbury Beauty
21. **“Defendant’s Counsel”** means Paul Hastings LLP, counsel of record for Charlotte Tilbury Beauty.
22. **“Effective Date”** means the date upon which the Settlement Agreement in the Action shall become final, and occurs one business day following the later of: (a) the date upon which the time expires for filing or noticing of any appeal of the Final Approval Judgment; (b) if an appeal is filed, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all

deadlines for motions for reconsideration or petition for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Judgment.

23. **“Escrow Account”** means the common funds escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by CTBI into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of account and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of 45 days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.
24. **“Escrow Agent”** means the financial institution selected by and acting under the direction of the Settlement Administrator. Class Counsel and Defendant or Defendant’s Counsel may, by written agreement, substitute a different organization as Escrow Agent, subject to approval by the Court if the Court has previously approved the Settlement Agreement, preliminarily or finally. In the absence of agreement, any Party may move the Court to substitute a different organization as Escrow Agent, upon a showing that the responsibilities of Escrow Agent have not been adequately executed by the incumbent. The Escrow Agent shall administer the Escrow Account.
25. **“Estimated Number of Class Members”** means 15,958.

26. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
27. **“Final Approval Date”** means the date that the Court enters an order and judgment granting final approval of the Settlement Agreement and determines the amount of fees, costs, and expenses to award to Class Counsel and the amount of any Incentive Award for the Class Representative. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
28. **“Final Approval Hearing”** means the hearing before the Court where the Parties request that Final Judgment be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representative.
29. **“Final Approval Order”** or **“Final Approval Judgment”** means the Final Judgment and Order that the Court enters upon Final Approval after the Final Approval Hearing. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order or Final Approval Judgment includes all such orders.
30. **“Incentive Award”** means any payment approved by the Court to be made to the Named Plaintiff in recognition of her service as Class Representative.
31. **“Islestarr”** means Islestarr Holdings Limited, a United Kingdom limited company with its principal place of business in London, England, which was named as a co-defendant to CTBI in the initial Complaint filed in this Action.
32. **“Long Form Notice”** shall mean notice of this Settlement, substantially in the form of Exhibit B hereto, which shall be posted on the Settlement Website in accordance with Section VII.D. below to inform Settlement Class Members of their rights and duties under

this Settlement.

33. **“Mutual Execution Date”** means the date as of which all parties have signed this Settlement Agreement.
34. **“Named Plaintiff”** or **“Plaintiff”** means Plaintiff Olena Halim.
35. **“Net Settlement Fund”** means the amount of the Settlement Fund remaining after payment of Settlement Administration Expenses (including Notice Costs), the Incentive Award, and the Fee Award.
36. **“Notice”** means all notices of proposed Settlement, that the Parties will ask the Court to approve in connection with a motion for Preliminary Approval of the Settlement Agreement, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement consistent with the requirements of Due Process and 735 ILCS 5/2803, and substantially in the form of Exhibit B (Long Form Notice), Exhibit C (Email Notice); and Exhibit D (Mailed Notice); attached hereto.
37. **“Notice Date”** or **“Notice Deadline”** means the date by which the Notice is first disseminated under the Notice Program set forth in Section VII, *infra*, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.
38. **“Notice Program”** means the notice methods provided for in this Agreement in Section VII, *infra*.
39. **“Objection and Exclusion Deadline”** or **“Opt-Out Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be made, which shall be designated as 60 days after the Notice Deadline.
40. **“Opt-Out”** is the election by a member of the Settlement Class to be excluded from this

Settlement Agreement.

41. **“Lead Counsel”** means Grace E. Parasmó.
42. **“Local Counsel”** means Glenn A. Ruud and Kylie Franklin of Hopkins & Huebner, P.C.
43. **“Parties”** means Named Plaintiff and CTBI.
44. **“Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.
45. **“Preliminary Approval Date”** means the date that the Court enters an order conditionally certifying the Settlement Class for settlement purposes, preliminarily approving the Settlement substantially in the form jointly agreed upon by the Parties, and approving the form and manner of the Notice.
46. **“Preliminary Approval Order”** means the Order conditionally certifying the Settlement Class for settlement purposes, preliminarily approving the Settlement substantially in the form jointly agreed upon by the Parties, and approving the form and manner of the Notice substantially in the form of Exhibit E.
47. **“Released Claims”** means any and all claims, liabilities, actions, causes of action, demands, rights, costs, expenses, damages, remedies, and all other obligations and responsibilities of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether vested or contingent, whether liquidated or unliquidated, whether

disclosed or undisclosed, that have arisen, or could have arisen from any matters, facts, or circumstances set forth, asserted, or alleged in the operative complaint or that could have been alleged in the operative complaint or any amendments thereto relating to the same matters, facts or circumstances alleged in the operative complaint, including facts relating to any alleged collection, capture, receipt, storage, possession, purchase, acquisition, dissemination, disclosure, re-disclosure, transfer, transmission, use, sale, lease, trade, or profit from Biometric Information, Biometric Identifiers, or any data derived therefrom, through a Settlement Class Member's interaction with Beauty Tech Tools on the Charlotte Tilbury Beauty Website, and/or the App, including all claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA") or other statute or regulation, common law, or in equity, through the Preliminary Approval Date.

48. **"Released Parties"** means CTBI, its past, present, and future affiliates, including subsidiaries, parent entities (including, but not limited to Islestarr Holdings Limited ("Islestarr")), predecessors, successors, and assigns; and each of their respective past, present, and future officers, directors, employees, agents, representatives, shareholders, attorneys, insurers, partners, and all other individuals or entities acting on their behalf; their service providers, vendors, and any and all persons, firms, trusts, corporations, or entities related to or affiliated with them.
49. **"Releasing Parties"** means Named Plaintiff and any Settlement Class Member who does not timely and properly opt out from the Settlement Agreement, and any other person claiming by, through, or on behalf of them, including each of their respective predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, guardians, associates, estates, assigns, agents, attorneys, accountants,

financial and other advisors, lenders, consultants, independent contractors, insurers, and underwriters.

50. **“Settlement”** or **“Settlement Agreement”** means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement, including any and all exhibits hereto.

51. **“Settlement Administrator”** means that certain reputable administration company that has been approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing distribution of Notice, as well as processing and payment of Approved Claims to the Settlement Class, as set forth in this Agreement, and disbursement of all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel and CTBI may, by agreement, substitute a different Settlement Administrator, subject to Court approval. In the absence of agreement, either Class Counsel or CTBI may move the Court to substitute a different Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

52. **“Settlement Administration Expenses”** means the Settlement Administrator’s fee, and the expenses incurred by the Settlement Administrator in providing Notice, processing claims, exclusion, and objections, responding to inquiries from members of the Settlement Class, issuing payments for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with

determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

53. **“Settlement Amount”** or **“Settlement Fund”** means \$2,925,000.00 (Two Million, Nine Hundred and Twenty-Five Thousand United States Dollars, and Zero Cents), to be deposited into the Escrow Account, according to any schedule set forth herein, plus all interest earned thereon. The Settlement Amount represents the total extent of CTBI’s monetary obligations under this Settlement Agreement, and the maximum amount that CTBI will pay into a common settlement fund, which shall be used to distribute payment to Settlement Class Members for Approved Claims, fees and expenses to Class Counsel, any Incentive Award to the Class Representative, and Settlement Administration Expenses, and any other costs, fees or expenses approved by the Court. Under no circumstances shall CTBI be responsible for any payments, individually or in the aggregate, in excess of the amount of the Settlement Fund.

54. **“Settlement Class”** means 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. 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.

55. “**Settlement Class Member**” means any Person who meets the parameters of the Settlement Class.

56. “**Settlement Term Sheet**” means that certain settlement term sheet duly executed, dated, and countersigned at mediation between the Parties on December 19, 2023. On December 21, 2023, the Parties reached agreement regarding the language of other material terms of the proposed settlement previously agreed to in principle in the executed Settlement Term Sheet, and agreed to proceed to drafting this corresponding long form Settlement Agreement.

57. “**Settlement Website**” means the website that the Settlement Administrator will establish to provide notice to Settlement Class Members under Section VII.D. of this Agreement. The Parties to this Settlement Agreement shall mutually agree on the URL for that Settlement Website.

IV. SETTLEMENT CLASS

1. For settlement purposes only, the Parties agree that the Court should certify the following class (the “**Settlement Class**”) defined as:

All persons who, while in Illinois, used Charlotte Tilbury Beauty’s beauty tech tools or 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.

For purposes of determining membership in the Settlement Class, CTBI has identified approximately 15,958 unique Persons in Illinois that used Charlotte Tilbury Beauty’s Beauty

Tech Tools on the Charlotte Tilbury Beauty Website and/or the App during the Class Period.

2. Excluded from the Settlement Class are (a) Defendant in the Action, and any subsidiaries, parent, or other affiliate entities, and all employees thereof; (b) all Judges that preside or presided over this Action and their immediate family members and staff; (c) Plaintiff's and Defendant's Counsel and their employees; (d) all federal or state government entities or agencies; (e) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (f) the legal representatives, successors or assigns of any excluded Persons.

3. Named Plaintiff will move for certification of the Settlement Class contemporaneously with the motion for Preliminary Approval of the Settlement Agreement. For purposes of this Settlement only, CTBI agrees not to contest certification of the Settlement Class.

a. Should the Settlement Agreement not be approved, CTBI reserves all rights and defenses on the merits and as to class certification.

4. For settlement purposes only, Named Plaintiff shall also seek, and CTBI shall not oppose, the appointment of Class Counsel as Settlement Class Counsel, Grace E. Parasmo as Lead Counsel for the Settlement Class, and appointment of Named Plaintiff as Class Representative for the Settlement Class.

V. SETTLEMENT CONSIDERATION

A. Releases

1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

2. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Approval Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each

of them.

3. Upon the Final Approval Date, the Settlement Class Members shall be enjoined from prosecuting any Released Claims in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to Releasing Parties' Released Claims against the Released Parties, see *supra* Section III., ¶¶ 47-49.

B. Dismissal of Islestarr

1. As part of the Settlement, consistent with the Settlement Term Sheet, and prior to moving for preliminary approval of the Settlement, Named Plaintiff agrees to file with the Court a document, as described herein, providing for Islestarr's conditional dismissal from the Action. The dismissal shall be conditionally without prejudice, subject to conversion to a dismissal with prejudice upon the Final Approval Date.

2. To effectuate the dismissal, prior to the Motion for Preliminary Approval, and as soon as reasonably possible, but no later than ten (10) days after the Mutual Execution Date, the Parties and Islestarr shall execute and make reasonable efforts to submit to the Court with a request that it be so-ordered, a stipulation of conditional dismissal providing for the dismissal, substantially in the form of Exhibit F. The Stipulation shall further provide that in the event that this Settlement Agreement is not finally approved or is terminated, or fails to become final and effective for any reason, including without limitation if the Final Approval Judgment is reversed, vacated, or modified following any appeal taken therefrom, the dismissal of Islestarr shall vacate and the Parties and Islestarr shall be returned and restored to the status quo ante prior to the dismissal, and Islestarr's Section 2-619.1 Combined Motion to Dismiss Plaintiff's Class Action Complaint, which asserts in the first instance that the Court lacks personal jurisdiction over

Islestarr, shall be restored to the Court's calendar. Further, the Parties and Islestarr shall meet and confer to discuss jurisdictional discovery and, if necessary, seek Court assistance.

3. The Parties and Islestarr shall acknowledge and agree in the Stipulation that the Stipulation shall not constitute a waiver of any objections to personal jurisdiction or otherwise constitute consent by Islestarr to the jurisdiction of any Illinois courts and shall likewise not be construed as an admission by Named Plaintiff that the claims against Islestarr are without merit or that the Court lacks personal jurisdiction over Islestarr.

4. The Stipulation shall provide that in the event the Court fails to so-order the stipulation of dismissal on the terms outlined herein, the terms of the Stipulation shall remain binding between the Parties and Islestarr. It shall further provide that in such event, Named Plaintiff shall then file a voluntary discontinuance without prejudice of Islestarr pursuant to 735 ILCS 5/2-1009(a), subject to conversion to a dismissal with prejudice upon the Effective Date, with Islestarr waiving any costs provided by that or any other statute.

5. Either party may file the Stipulation with the Court within ten (10) days of the Mutual Execution Date; the failure to file within that time frame shall not be grounds to terminate the Settlement.

C. Monetary Relief for Settlement Class

1. Subject to approval by the Court, and in consideration of the full release and discharge of the claims and Persons discussed herein (*i.e.*, the Releasing Parties' Released Claims against the Released Parties, *see supra* III., ¶¶ 47-49, & *supra* V.A, ¶¶ 1-3), Charlotte Tilbury Beauty shall provide cash consideration solely pursuant to the Settlement totaling Two Million Nine Hundred and Twenty-Five Thousand United States Dollars, and Zero Cents (\$2,925,000.00) to a common fund, which shall serve as cash compensation to the Settlement Class, inclusive of all attorneys' fees, costs, and expenses awarded to Class Counsel, any Incentive Award, and all Settlement Administration Expenses, including costs of Notice.

2. Charlotte Tilbury Beauty shall deposit into the Escrow Account the amount of the Settlement Fund (\$2,925,000.00) within 35 days after the Preliminary Approval Date.

3. The total amount distributed to the Settlement Class Members shall be the Settlement Fund and any earnings thereon, less the Settlement Administration Expenses, and any amount awarded by the Court for any Fee Award to Class Counsel and any Incentive Award.

4. Within twenty-one (21) days of the Effective Date, the Settlement Administrator shall pay: (1) all Settlement payments to Settlement Class Members who submitted an approved Claim Form, by either mailing a check to each such Person or providing compensation electronically by the method designated by the Settlement Class Member, *e.g.*, Zelle, Paypal, Venmo or other electronic payment method; (2) any Fee Award to Class Counsel; (3) any Incentive Award to Named Plaintiff; and (4) the Settlement Administration Expenses.

5. Any funds remaining in the Net Settlement Fund after payment of items (1) – (4) above shall be allocated and distributed to the following *cy pres* recipient(s) Chicago Volunteer Legal Services and shall be consistent with the requirements of 735 ILCS 5/2-807.

6. All Settlement payments will be issued to Settlement Class Members along with a clear indication that the Settlement payment will expire and become null and void unless cashed within 90 days after the date of issuance. If a Settlement payment is made by paper or electronic check, and is not negotiated within 90 days after the date of issuance, such checks shall, subject to Court approval, be deemed void.

7. If this Settlement Agreement is not finally approved or is terminated, or the proposed Settlement Agreement fails to become final and effective for any reason, including without limitation if the Final Approval Judgment is reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return the Settlement Fund to

CTBI, less any Settlement Administration Expenses actually incurred to date, within twenty-one (21) days of such failure.

D. Prospective Relief for Settlement Class

1. Upon the Effective Date, CTBI agrees to comply, or remain compliant, with BIPA in connection with all alleged biometric technology on the Charlotte Tilbury Beauty Website and the App. This includes publication of a specific biometric privacy notice, which includes a retention policy and no retention past the Beauty Tech Tool session, a detailed privacy policy, employment of reasonable industry safeguards with respect to protection and security of all user data, and a written informed consent mechanism across all alleged biometric technology on the Charlotte Tilbury Beauty Website and the App.

2. By agreeing to such prospective relief, CTBI does not admit any liability or non-compliance with BIPA, or that any information provided as part of the accused services constitutes a Biometric Identifier or Biometric Information or that CTBI received such information.

VI. SETTLEMENT ADMINISTRATION

1. The monetary relief provided by this Settlement Agreement shall be administered on a class wide basis by a third-party Settlement Administrator, under the supervision of the Court, in a rational, responsive, cost effective, and timely manner.

2. Payments shall be made directly by the Settlement Administrator from the Settlement Fund in this order: (i) Settlement Administration Expenses estimate to the Settlement Administrator pursuant to Section VI.4 below (set aside as needed by the Settlement Administrator to effectuate notice and settlement administration); (ii) Fee Award (pursuant to Section XIII.B, below); (iii) Incentive Award (pursuant to Section XIII.A., below); (iv)

Settlement Payments to Class Members (pursuant to Section V.C., above); (v) Payment to Cy Pres Recipient(s), if applicable.

3. All Settlement Administration Expenses shall be deducted from the common Settlement Fund.

4. The Parties will obtain from the Settlement Administrator its best estimate of such anticipated settlement administration expenses, which shall be set aside from the Settlement Fund. The Parties do not expect that there will be any overages; however, in the event there are overages of the estimate of the settlement administration expenses, such expenses will be drawn from the Settlement Fund by the Settlement Administrator, subject to written approval of CTBI (by their counsel) and Class Counsel and the Parties shall bear no responsibility therefore. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. Further, the Settlement Administrator shall maintain all such records as required by applicable law in accordance with its normal business practices, and shall make such records available to the Court, Class Counsel, and Defendant's Counsel at any time upon request.

5. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, Opt-Outs, objections, or other requests to be excluded from the Settlement Class, implementation of this Settlement Agreement, the number of claims made, and the number of individuals who are unsuccessfully delivered Notice. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require.

6. Should the Court so request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by CTBI, to the Court summarizing all work performed by the Settlement Administrator, including a report of all

amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims.

7. The Settlement Administrator shall make all necessary efforts to ensure the security and privacy of Settlement Class Member information, and shall not use the information provided by Defendants or Class Counsel in connection with the Settlement or this Notice Plan for any purposes other than providing notice or conducting claims administration or otherwise effectuating the terms of the Settlement.

8. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with drafts of all administration-related documents, including but not limited to Notices, follow-up communications with Settlement Class Members, telephone scripts (if any) in a form mutually approved in advance in writing by Class Counsel and Defendant's Counsel, website postings or language or other communications with the Settlement Class in a form mutually approved in advance in writing by Class Counsel and Defendant's Counsel, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case-by-case basis.

9. The Settlement Administrator shall receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies of such requests. If the Settlement Administrator receives any Opt-Outs or other requests to be excluded from the Settlement Class after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

10. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from any

Settlement Class Member.

11. Except as otherwise provided herein, CTBI, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees, employees, directors, representatives, or agents, in connection with the administration of the Settlement Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

12. All taxes and tax expenses shall be paid out of the common Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Settlement Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. No Person shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or

nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

13. Anyone that receives funds pursuant to this Settlement Agreement, including Named Plaintiff, Settlement Class Members, and/or Class Counsel, shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations regarding the legal or tax consequences of this Agreement, including any benefit or monies paid and received. Anyone that receives funds pursuant to this Settlement Agreement, including Named Plaintiff, Settlement Class Members, and/or Class Counsel, shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Settlement Agreement.

VII. NOTICE TO THE SETTLEMENT CLASS

1. No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator will commence the Notice Program provided herein, using forms substantially in the nature of the forms of Notice approved by the Court in the Preliminary Approval Order.

2. The Long Form Notice shall be posted on the Settlement Website in accordance with Section VII.D below to inform Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to inform them of their rights and duties under the Settlement. The Long Form Notice shall inform Settlement Class Members of how and when they may: (a) submit a claim; (b) protect their rights regarding the Settlement; (c) request exclusion from the Settlement Class and the proposed Settlement, if desired; (d) object to any aspect of the proposed Settlement, if desired; and (e) participate in the Final Approval Hearing,

if desired. The Long Form Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class. The Long Form Notice shall also include information to inform Settlement Class Members about the Settlement, including, among other things, the nature of action; a description of the class certified; a description of the material terms of the Settlement Agreement; and the address of the Settlement Website at which Settlement Class Members may access relevant information and documents, such as this Settlement Agreement.

3. The Notice Program has four (4) components: (i) direct Notice, comprised of mailed (postcard) and electronic (e-mail) Notice to users of the Beauty Tech Tools on the Charlotte Tilbury Website and App at the Illinois billing and e-mail addresses on file in CTBI's business records; (ii) Notice posted on the Settlement Website; and (iii) geo-located Internet Publication Notice; and (iv) a statewide press release.

4. The Settlement Administrator may send a reminder by email to Settlement Class Members who do not file claims before the Claims Deadline.

5. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with one or more affidavits confirming that all components of the Notice Program were completed in accordance with the Parties' instructions and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with the Motion for Final Approval of the Settlement.

6. The Parties will work together in good faith, along with the Settlement Administrator, to address any issues that arise relating to the Notice Program and claims process.

A. CTBI List

1. Within seven (7) days of Preliminary Approval, CTBI shall provide to Settlement

Administrator, the e-mail addresses and/or mailing addresses of all Settlement Class Members that can be identified in CTBI's business records through a reasonable effort. The Settlement Administrator shall keep the CTBI List and all personal information obtained therefrom, including the identity, mailing, and e-mail addresses of all persons strictly confidential, except as requested by the Court or Class Counsel. The Class Notice List may not be used for any purpose other than providing notice to specific individual Settlement Class Members of their rights, issuing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice.

B. Email Notice

1. Email Notice (substantially in the form of Exhibit C) shall provide summary notice of the Settlement, direct Settlement Class Members to the Settlement Website, inter alia. By the Notice Date, Email Notice shall be emailed to individuals on the CTBI List for whom a valid email address was provided.

C. Mailed Notice

1. The Mailed Notice (substantially in the form of Exhibit D) shall be in the form of a postcard that provides a URL to where the Settlement Class Member can submit a claim; a URL to the Settlement Website; will list contact information for the Settlement Administrator and Class Counsel and information about the terms of the Settlement, the Settlement Class Members options, a list of important deadlines, and any other pertinent information about the Settlement.

2. The Settlement Administrator shall send the Mailed Notice by first class U.S. mail, postage pre-paid, to all individuals on the CTBI List (a) for whom a valid email address is not available but a physical address is available; (b) whose emails bounce back (after one additional unsuccessful attempt to deliver); and (c) for whom only a mailing address is available through

the CTBI List.

3. For any Mailed Notices that are returned undeliverable, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Mailed Notice to the extent updated mailing addresses are identified. To that end, the Settlement Administrator will update mailing address information for Settlement Class Members utilizing the United States Postal Service's ("USPS") National Change of Address database and will re-mail notices that are returned by the USPS with a forwarding address to that forwarding address, subject to an address verification search (commonly referred to as "skip tracing"). The Settlement Administrator need make only one attempt to resend any postcard Notices that are returned as undeliverable.

D. Website Notice

1. As soon as practicable following entry of the Preliminary Approval Order, but prior to the commencement of the Notice Program, the Settlement Administrator will create a Settlement Website as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Settlement Agreement, the long form of notice attached as Exhibit B, the order preliminarily approving this Settlement, the Claim Form, answers to frequently asked questions, the Complaint, and CTBI and Islestarr's responsive motions thereto, and other documents related to the Settlement. The URL of the Settlement Website shall be agreed upon by Lead Counsel and CTBI. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at most ten (10) days after the last payment under this Settlement Agreement is made or the Settlement Agreement is terminated. However, the Settlement Administrator will disable online submissions through the claim form immediately

following the Claims Deadline.

E. Geo-located Internet Publication Notice

1. The Geo-located Internet Publication Notice shall consist of targeted banner advertising on selected advertising networks and on social media websites (“Banner Notices”) and Internet Sponsored Search Listings (“Sponsored Search Listings”). The Geo-located Internet Publication Notice will commence on the Notice Date.

2. The Banner Notices shall be geo-targeted to potential Settlement Class Members based on the customer demographics and state of residence. The Banner Notices shall use language to allow users to identify themselves as potential members of the Settlement Class. The Banner Notices shall run on desktop, mobile, and tablet devices and link directly to the Settlement Website. Banner Notices shall also target people who visit the Settlement Website.

3. Sponsored Search Listings shall be acquired on internet search engines (Google, Yahoo!, and Bing) to facilitate locating the Settlement Website. The sponsored search listings shall be displayed in Illinois and certain surrounding states (*i.e.*, Wisconsin, Iowa, Missouri, Ohio, Kentucky, and Indiana).

F. Press Release

1. A statewide press release will be issued over PR Newswire’s Illinois Newswire. For the avoidance of doubt, such press release will not be issued until CTBI has provided approval in writing with respect to the final version of such press release.

VIII. CLAIMS PROCESS

1. Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. Each Settlement Class

Member who submits an Approved Claim will receive a Settlement payment on a *pro rata* basis with twenty-one (21) days of the Effective Date as provided in Sec. V.C. so that each claimant receives the same amount.

2. A claim will be approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement when the Claim Form meets the following criteria: (1) it is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (ii) it is fully and truthfully completed and executed, with all of the information requested in the Claim Form, including the Settlement Class Member's full name, mailing address, contact telephone number, and contact email address; (c) it contains a sworn affirmation, under penalty of perjury, that the Settlement Class Member used the beauty tech tools or any other virtual try on tool on the Charlotte Tilbury Beauty Website and/or the App, within the state of Illinois, and during the Class Period; and (d) is signed by the Settlement Class Member, physically or electronically.

IX. OPT-OUTS

1. Settlement Class Members may opt out of the Settlement. To be effective, an exclusion request must be postmarked or received no later than the Opt-Out Deadline, as specified in the Notice. Any written notification or exclusion request must include 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 the beauty tech tools or other 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.

2. Only one individual may be excluded from the Settlement Class per each written

notification or exclusion form. No group opt-outs from the Settlement Class shall be permitted. The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all individuals who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than ten (10) days prior to the Final Approval Hearing.

3. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement Agreement. To be timely and valid, the exclusion must be postmarked or received by the Opt-Out Deadline. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Notice, or that is not postmarked or received by the Opt-Out Deadline, or which otherwise does not comply with the requirements set for this Settlement Agreement, shall be invalid and the person submitting such a request shall remain a member of the Settlement Class and shall be bound as a Settlement Class Member by this Settlement Agreement, if finally approved.

4. Any Settlement Class Member who timely and validly requests to be excluded from the Settlement Class shall not: (i) be bound by the Settlement or Final Approval Order; (ii) be entitled to any relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. Settlement Class Members cannot both object to and exclude themselves from this Agreement.

5. Where a Settlement Class Member files both a valid and timely Claim Form and a timely request for exclusion, the valid timely filed Claim Form shall control.

X. OBJECTIONS

1. The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses. Objections to the Settlement or to Class Counsel's application for fees, costs, and expenses must be filed with the Clerk of the Court. For an objection to be considered by the Court, the Settlement Class Member making an objection, on or before the Objection/Exclusion Deadline, must (i) file their objection with the Clerk of Court; (ii) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; (iii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

2. In order to be considered valid, the objection must set forth and contain: (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 the beauty tech tools or other virtual try on tools on the Charlotte Tilbury Beauty Website and/or the App, within the state of Illinois, and 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).

3. In the event that any Settlement Class Member objects in the manner prescribed

herein, Named Plaintiff and CTBI shall be afforded a full opportunity to respond to such objections.

4. Any member of the Settlement Class who attempts to both object to and exclude themselves from this Settlement Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement or any of its terms.

XI. SETTLEMENT APPROVAL

1. Within forty (40) days following the execution of this Settlement Agreement by all Parties, Class Counsel will move the Court for an Order granting preliminary approval of this Settlement (“Preliminary Approval Order”). The motion for Preliminary Approval will request that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable terms; (ii) provisionally certify the Settlement Class for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notices attached hereto as Exhibits B-D; (iv) approve the procedures set forth herein and in the Notice Program by which Settlement Class Members may exclude themselves from the Settlement Class or object to the Settlement; (v) appoint as Class Counsel the attorneys listed in this Settlement as Class Counsel, and appoint Named Plaintiff as the Class Representative of the Settlement Class; (vi) appoint a Settlement Administrator; and (vii) schedule a Final Approval hearing for a time and date mutually convenient for the Court and the Parties (“Final Approval Hearing”). The Preliminary Approval Order shall also authorize the Parties, 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 CTBI.

2. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the Motion for Preliminary Approval.

3. After Notice is given, the Parties shall request and seek to obtain from the Court a Final Approval Judgment, which will, *inter alia*:

a. Find that the Court has personal jurisdiction over the Settlement Class Members;

b. Find that the Court has subject matter jurisdiction to approve this Settlement Agreement, including any and all Exhibits hereto;

c. Approve this Settlement Agreement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members within the meaning of 735 ILCS 5/2-801;

d. Direct the Parties and their respective counsel to implement and consummate this Settlement Agreement according to its terms and provisions;

e. Declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Named Plaintiff and Releasing Parties;

f. Find that the Notice implemented pursuant to this Agreement: (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object or exclude themselves from the Settlement Agreement, and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive Notice; and (iv) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States

and Illinois Constitutions, and the rules of the Court;

g. Find that the prerequisites for a class action under ILCS 735 5/2-801 have been satisfied for settlement purposes for the Settlement Class;

h. Dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

i. Approve the release of the Released Claims provided herein, and deem the Releasing Parties' Released Claims against the Released Parties irrevocably effective as of the Effective Date, and forever discharge the Released Parties as set forth herein.

j. Permanently bar and enjoin all Settlement Class Members who did not validly and timely exclude themselves from the Settlement from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims against the Released Parties;

k. Without affecting the finality of the Final Approval Judgment for purposes of appeal, the Court shall retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Judgment, and for any other necessary purpose;

l. Close the Action; and

m. Incorporate any other provisions as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

XII. CONTINUED STAY OF PROCEEDINGS

1. The Parties agree to maintain the stay of all proceedings in the Action, other than

those proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement, until the Effective Date of the Settlement Agreement has occurred.

2. In the event that a Settlement Class Member initiates legal proceedings against any of the Released Parties for any of the Released Claims that arose during the Class Period, Settlement Class Counsel shall not take any actions that are contrary to the Settlement Agreement, and will cooperate with reasonable requests from CTBI regarding communicating with the Settlement Class Member.

3. In the event that any Settlement Class Member objects to the Settlement Agreement, the Parties agree to cooperate in seeking enforcement of the Settlement Agreement.

XIII. ATTORNEYS' FEES, COSTS, EXPENSES AND INCENTIVE AWARD

A. Incentive Award

1. Class Counsel will ask the Court to approve, and CTBI will not oppose, an Incentive Award not to exceed \$10,000 for the Settlement Class Representative, which is intended to compensate Named Plaintiff for her efforts in the litigation and commitment on behalf of the Settlement Class.

2. Any Incentive Award approved by the Court shall be deducted and paid from the common Settlement Fund.

3. Any modification to the terms or timing or reduction of the proposed Incentive Award amount shall in no way impact the validity of the settlement of this Action, and shall not constitute grounds for terminating the Settlement Agreement.

B. Attorneys' Fees, Costs, and Expenses

1. At least 21 (twenty-one) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expenses Application that seeks a Fee Award in an amount not to

exceed 33% of the Settlement Fund, plus reimbursement of reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

2. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their fee request to no more than 33% of the Settlement Fund *or* up to Nine Hundred Sixty-five Thousand Two Hundred Fifty United States dollars (\$965,250), plus reimbursement of reasonable costs and expenses.

3. Any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel will be deducted and paid from the common Settlement Fund.

4. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount on their Fee Request and shall not alter the Effective Date. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amount that Class Counsel requests, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No order of the Court, or modification, or reversal, or appeal, of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of this Settlement Agreement.

5. The Settlement Administrator shall pay Class Counsel the Fee Award from the common Settlement Fund within twenty-one (21) days of the Effective Date in a payment method elected by Class Counsel.

6. Any requested fees or costs not awarded by the Court shall be added *pro rata* to the Settlement payments distributed to Settlement Class Members.

7. Notwithstanding any contrary provision of this Agreement, the Court's

consideration of any Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

XIV. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

1. Subject to all other Sections herein, in the event that the Court makes any material modification to the terms of the Settlement, including, but not limited to, any modification which operates to materially change the scope of the Settlement Class or to require Charlotte Tilbury Beauty to pay any amounts in excess of the Settlement Fund (with the exception of any modification to the terms, timing or proposed amount of any Fee Award or Incentive Award), the terms contained in this Settlement Agreement and any amendments thereto, may be terminated by either Party. Such termination may be effectuated by providing written election of the right to do so ("Termination Notice") to the other Party within fourteen (14) days of any event triggering the right to terminate (as described above), including: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter Final Approval Judgment in this Action in any material respect; (iv) the date upon which Final Approval Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States; or (v) the date upon which an Alternate Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States.

2. If prior to the Final Approval Hearing, Persons who otherwise would be Settlement

Class Members have timely requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and such Persons in the aggregate equal to or are greater than one percent of the Estimated Number of Class Members, CTBI shall have, in its sole and absolute discretion, the option to terminate this Settlement by giving notice as set forth above, herein, Section XVI. 22.

3. If any Party is in material breach of the terms of this Settlement Agreement, then the other Party, provided that it is in substantial compliance with the terms of this Agreement, may move to enforce the terms of or terminate this Settlement Agreement upon written notice to the other Party.

4. If this Agreement is terminated or fails to become effective, then the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement, and the Settlement Term Sheet entered into between CTBI and the Named Plaintiff shall be canceled, null and void. In such event, any Final Approval Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement and the Settlement Term Sheet had never been entered into.

XV. NO ADMISSIONS OF LIABILITY OR CERTIFIABILITY OF A NON-SETTLEMENT CLASS

1. CTBI disputes the claims alleged in the Action and does not by this Settlement Agreement or otherwise admit any liability or wrongdoing of any kind. This Settlement Agreement shall not be construed in any fashion as an admission of liability or wrongdoing by CTBI or any other Released Parties. CTBI does not agree or admit that any complaints, claims, potential claims or defenses as between Named Plaintiff, the Settlement Class, CTBI, and the Released Parties are valid or justified.

2. CTBI has agreed to enter into this Agreement, without any admission of fault or liability by itself or any of the Released Parties, solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

3. Notwithstanding Class Counsel and Named Plaintiff's belief that the claims asserted in the Action have merit, they have also taken into account the uncertain outcome and risks of further protracted litigation, especially in complex, costly, and time-consuming actions such as these, as well as the difficulties and delays inherent in such litigation, and agree that it is desirable to fully and finally compromise, settle, and resolve the Released Claims pursuant to the terms set forth herein. Named Plaintiff and Class Counsel believe, and the Parties have agreed, that the Settlement Agreement confers substantial benefits upon the Settlement Class. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue in the Action, Named Plaintiff and Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement.

4. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

5. Neither the Settlement, nor any act performed or document executed pursuant to

or in furtherance of the Settlement is or may be deemed to be, or may be used as, an admission of, or evidence of, (i) the validity of any claim made by Named Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (ii) any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

6. Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement, the Settlement Term Sheet, or any other settlement document, nor the settlement contained herein or any term, provision or definition herein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Settlement Agreement is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against:

- a. Charlotte Tilbury Beauty, the other Released Parties, or each or any of them, as an admission, concession or evidence of:
 - i. The validity of any Released Claims;
 - ii. The truth of any fact alleged by Named Plaintiff;
 - iii. The deficiency of any defense that has been or could have been asserted in the Action;
 - iv. The violation of any law or statute;
 - v. The definition or scope of any term or provision;
 - vi. The reasonableness of the settlement amount or the Fee Award;
 - vii. Any alleged wrongdoing, liability, negligence, or fault of the Released Parties, including any statutory violation, misrepresentation or

omission with respect to any statement or written document approved or made by the Released Parties;

- viii. Any statutory meaning;
- ix. Support for certification of a class;
- x. Any assertion the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial of this Action; or
- xi. Any of Named Plaintiff's or the Settlement Class's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

b. Named Plaintiff, as an admission or concession of:

- i. Any assertion the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial of this Action; or
- ii. Any of Named Plaintiff's or the Settlement Class's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

7. Notwithstanding the foregoing, this Settlement Agreement, the Settlement Term Sheet and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement or the Settlement Term Sheet may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Judgment in any action that may be brought against such Party or Released Parties in order to support a defense or counterclaim based on principles

of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8. Unless as otherwise agreed to with respect to the Notice Program, Class Counsel shall not issue any formal press release directed to the news media concerning this Settlement Agreement, the Settlement Term Sheet or the settlement contained herein.

9. The Parties acknowledge and agree that (i) certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a class is appropriate, or that the Class Definition would be appropriate for a contested class certification motion, nor would CTBI be precluded from challenging class certification in further proceedings in the Action or in any other action if this Settlement Agreement is not finalized or finally approved; (ii) if this Settlement Agreement and Settlement Term Sheet are not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (iii) no agreements made by or entered into by CTBI in connection with the Settlement Agreement may be used by Named Plaintiff, any Person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

XVI. MISCELLANEOUS PROVISIONS

1. The Parties acknowledge and agree that it is their intent to consummate this Settlement Agreement, and further agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions

of this Settlement Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement, to secure Final Approval, and to defend the Final Approval Judgment through any and all appeals. Named Plaintiff and CTBI agree to cooperate with one another, including by and through their counsel, in seeking Court approval of this Settlement Agreement, entry of the Preliminary Approval Order, and the Final Approval Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of this Agreement.

2. The Parties each warrant and represent that, subject to Court approval of Named Plaintiff as Class Representative, they each have the full right, power, and authority to enter into and perform their obligations under this Settlement Agreement, including in the case of CTBI, as a result of obtaining all requisite authority and consents required to execute, deliver and perform the obligations under this Settlement Agreement.

3. The Parties acknowledge and agree that, subject to all other provisions herein, they each consider this Settlement Agreement to be a legal, valid and binding obligation of such Party, enforceable against the Party, and any and all successors and assigns, in accordance with the terms and conditions hereof.

4. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to all Released Claims by all Releasing Parties against all Released Parties.

5. The Parties have each sought such independent legal advice as they deem necessary with respect to the advisability of making this Settlement Agreement and the meaning and effect of all aspects of the Settlement Agreement. The Parties have read and understand fully

this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

6. The Parties enter into this Settlement Agreement freely, knowingly and voluntarily, and agree that the execution and delivery of the Settlement Agreement is not the result of any fraud, duress, mistake, unconscionability, or undue influence whatsoever.

7. The Parties acknowledge and agree that the execution, delivery and performance of this Settlement Agreement by such Party do not violate, conflict with, or constitute a breach of or under, any applicable charter or similar organizational document, by-laws, order, award, judgment, decree, agreement or instrument to which such Party is a party or by which such Party is bound.

8. The Parties acknowledge and agree that the Person signing this Settlement Agreement or any related settlement documents on behalf of the Party is duly authorized to bind that Party and has been authorized to execute same.

9. The Parties represent and warrant that they have not assigned to any other Person any claims released in this Settlement Agreement, and that they are fully entitled to release the same. If, contrary to this representation and warranty, a Party assigns or has assigned such rights to any other person or entity, that Party shall defend, indemnify and hold harmless any other Party against whom any claim or action is brought by any assignee of any interest assigned contrary to this representation and warranty with respect to such claim or action.

10. CTBI, on the one hand, and Named Plaintiff, on the other hand, agree not to publish, or cause to be published, any written statements defaming each other with respect to the claims raised in this lawsuit.

11. The Court shall retain jurisdiction as to all matters relating to administration,

implementation, consummation, enforcement, and interpretation of the Settlement Agreement.

12. The Parties consent and agree that Illinois Law shall govern this Settlement Agreement, and, for the purpose of resolving any issue pertaining to conflict of laws, this Settlement Agreement shall be deemed to be fully and solely executed, performed and/or observed in Illinois.

13. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event any provision of this Settlement Agreement is deemed unenforceable or void under applicable law by any Court, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Settlement Agreement, which shall remain in full force and effect.

14. This Settlement Agreement is the result of arm's length negotiations and shall be deemed drafted by both Parties to avoid any adverse inference against the drafter.

15. This Settlement Agreement contains the entire integrated agreement of the Parties with respect to the Dispute, and supersedes all prior and/or contemporaneous understandings, negotiations, arrangements, undertakings, and agreements, if any, regarding the subject matter herein. There are no additional terms, understandings, covenants or representations, which are the basis for, which are a part of, or upon which the Parties are relying in entering into this Settlement Agreement, or which may be implied in this Settlement Agreement, other than those expressly set forth and expressly referenced in these provisions. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

16. This Settlement Agreement cannot be modified or waived except by an instrument in writing signed by or on behalf of each of the Parties, or their respective successors-in-interest.

17. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breaches of this Settlement Agreement.

18. Facsimile, e-mail, or digital signatures, such as through DocuSign, shall be accepted in lieu of originals, and this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

19. All releases, waivers, representations and warranties made by the Parties herein shall continue in full force and effect notwithstanding the performance of other obligations hereunder.

20. All section titles, headings, and captions contained in this Settlement Agreement are for convenience only, are not meant to have legal effect, and shall not affect the interpretation of this Settlement Agreement. Any inconsistency between headings and text of the Settlement Agreement shall be resolved in favor of the text.

21. As used in this Settlement Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

22. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent by overnight mail and e-mail to the undersigned counsel:

a. *Counsel for Named Plaintiff:*

Grace E. Parasmo (gparasmo@parasmoliebermanlaw.com)
Yitzchak H. Lieberman (ylieberman@parasmoliebermanlaw.com)
Parasmo 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

b. *Counsel for CTBI:*

Aaron D. Charfoos (aaroncharfoos@paulhastings.com)
Adam M. Reich (adamreich@paulhastings.com)
Paul Hastings LLP
71 S. Wacker Drive, 45th Floor
Chicago, Illinois 60606

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

23. Absent an order from a court of competent jurisdiction, or similar compulsion of law, no Party will take any action which would directly or indirectly interfere with the performance of this Settlement Agreement by any other Party or which would directly or indirectly adversely affect any of the rights provided for herein. Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other and certify to the Court that they have so consulted.

24. Provided the Effective Date has occurred, Named Plaintiff, Class Counsel, and any experts, agents, representatives, employees, or consultants in possession of material that has

been provided by CTBI with any confidentiality designation, including but not limited to data and documents exchanged by the Parties during informal discovery in the Action, shall either: (a) return such matter no later than thirty (30) days after the Effective Date to Defendant's Counsel, or (b) destroy such matter and certify in writing within thirty (30) days after the Effective Date that the matter has been destroyed.

IN WITNESS WHEREOF, the Parties hereto have entered into the Settlement Agreement as of the date last stated below.

Dated: July 24, 2024

OLENA HALIM

By _____

Print:

Title:

CHARLOTTE TILBURY BEAUTY INC.

By  _____

Print: *Doreen Arbel*

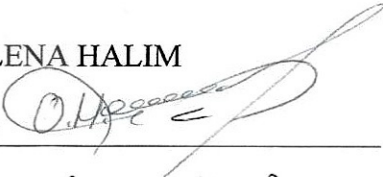
Title: *GM - North America*

been provided by CTBI with any confidentiality designation, including but not limited to data and documents exchanged by the Parties during informal discovery in the Action, shall either: (a) return such matter no later than thirty (30) days after the Effective Date to Defendant's Counsel, or (b) destroy such matter and certify in writing within thirty (30) days after the Effective Date that the matter has been destroyed.

IN WITNESS WHEREOF, the Parties hereto have entered into the Settlement Agreement as of the date last stated below.

Dated: July 26, 2024

OLENA HALIM

By 

Print: *Olena Halim*

Title:

CHARLOTTE TILBURY BEAUTY INC.

By _____

Print:

Title:

EXHIBIT A

STEP 3 – VERIFICATION AND ATTESTATION UNDER OATH

I hereby certify that:

Between December 1, 2019 and August 31, 2023, I used a beauty tech tool or a virtual try on tool on the Charlotte Tilbury Beauty Website and/or the Charlotte Tilbury Beauty App, within the State of Illinois.

I hereby swear, under penalty of perjury, that the above statements are to the best of my knowledge, true and correct, and that this is the only Claim Form that I have submitted and/or will submit.

Name

Signature

Date

STEP 4 – PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal - Enter your PayPal email address:

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address:

Virtual Prepaid Card - Enter your email address:

Physical Check - Payment will be mailed to the address provided above.

STEP 5 – METHODS OF SUBMISSION

Please submit your completed Claim Form by one of the following methods:

1. Online, by visiting www.IllinoisBeautySettlement.com and completing a Claim Form there no later than midnight, U.S. Central Time, on **[CLAIMS DEADLINE]**; OR
2. By emailing this completed Claim Form to Info@IllinoisBeautySettlement.com no later than midnight, U.S. Central Time, on **[CLAIMS DEADLINE]** OR

3. By mailing this completed and signed Claim Form via U.S. Mail to the Settlement Administrator, postmarked no later than **[CLAIMS DEADLINE]** and addressed to:

[XXXXXXXXXX]

c/o Settlement Administrator

Epiq Systems, Inc.

P.O. Box 2228

Portland, OR 97208-2228

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Halim v. Charlotte Tilbury Beauty Inc., et al., Case No. 2022-CH-11832 (Cir. Ct. Cook Cnty., Illinois)

For more information, visit www.IllinoisBeautySettlement.com.

Para una notificación en Espanol, visitar www.IllinoisBeautySettlement.com

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU USED BEAUTY TECH TOOLS OR VIRTUAL TRY ON TOOLS ON THE CHARLOTTE TILBURY BEAUTY INC. WEBSITE OR MOBILE APP WITHIN THE STATE OF ILLINOIS BETWEEN DECEMBER 1, 2019 AND AUGUST 31, 2023.

This is a court-authorized notice of a proposed class action settlement.

This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Halim v. Charlotte Tilbury Beauty Inc., et al.*, Case No. 2022-CH-11832 pending in the Circuit Court of Cook County, Illinois before the Honorable Sophia H. Hall. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Charlotte Tilbury Beauty Inc. (“Charlotte Tilbury Beauty” or “Defendant”) collected, stored, and used individuals’ biometric facial geometry without first providing legally-required written disclosures and obtaining written consent. Charlotte Tilbury Beauty denies the allegations of this lawsuit. If you received this notice, you have been identified as someone who may have used a Charlotte Tilbury Beauty beauty tech tool or other virtual try on tool on Charlotte Tilbury Beauty’s website or mobile application within the state of Illinois. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as facial geometry, of another individual for any purpose, including identity verification, without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated the BIPA by collecting, storing, and using the biometric facial geometry of individuals who may have used a Charlotte Tilbury Beauty beauty tech tool or other virtual try on tool on Charlotte Tilbury Beauty’s website or mobile application, without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims and denies it violated the BIPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Charlotte Tilbury Beauty and affiliated entities. The Settlement requires Charlotte

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OR CALL TOLL FREE 1-XXX-XXX-XXXX.***

Tilbury Beauty to pay money to the Settlement Class, as well as pay Settlement Administration Expenses, attorneys' fees and costs to Class Counsel, and an Incentive Award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must finally approve the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the monetary relief offered by the Settlement. If the Court does not give Final Approval of the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you used a beauty tech tool or any other virtual try on tool on the Charlotte Tilbury Beauty website and/or mobile application, 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," in the state of Illinois at any time between December 1, 2019 and August 31, 2023. If you used a Charlotte Tilbury Beauty beauty tech tool or virtual try on tool in the state of Illinois, then you may visit the settlement website, www.IllinoisBeautySettlement.com, to submit a claim for a cash payment.

WHAT ARE MY OPTIONS?

(1) Submit a Claim for a Cash Payment.

To obtain cash benefits from the Settlement, you must submit a Claim Form by **XX, XX, XXXX**. You may obtain a Claim Form at www.IllinoisBeautySettlement.com, and you may submit your Claim Form online at the same website, or by email to the Settlement Administrator at info@IllinoisBeautySettlement.com, or by U.S. Mail to the Settlement Administrator at XXXXX. If the Settlement is approved and your claim is deemed valid and timely, you will receive your payment by the payment method you choose on the Claim Form. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must send a signed letter to the Settlement Administrator by U.S. mail at _____, postmarked by **XX, XX, XXXX**, or by email to the Settlement Administrator at info@IllinoisBeautySettlement.com by **XX, XX, XXXX**. The exclusion letter must include the name and case number of this Litigation, as well as your full name, address, telephone number, and email address; a statement that you used a beauty tech tool or another virtual try on tool on the Charlotte Tilbury Beauty website or mobile application, within the state of Illinois between December 1, 2019 and August 31, 2023; a statement that you wish to be excluded from the Settlement; and your signature. Only one person may be excluded from the Settlement per each exclusion request; no group exclusion requests will be allowed. If you return both a valid and timely Claim Form and a timely request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of the Settlement.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of Cook County, Chancery Division, 50 W. Washington St. #802, Chicago, IL 60602. The objection must be received by the Court no later than **XX, XX, XXXX**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Grace E. Parasmio and Yitzchak Lieberman of Parasmio Lieberman Law, 7119

***QUESTIONS? VIST WWW.ILLINOISBEAUTYSETTLEMENT.COM
OR CALL TOLL FREE 1-XXX-XXX-XXXX.***

Sunset Blvd, #808, Los Angeles, California 90046 and Alan Schwartz of Schwartz Law PLLC, 150 Broadway, Suite 701, New York, New York 10038) and the attorneys representing Defendant (Aaron D. Charfoos and Adam M. Reich, Paul Hastings LLP, 71 S. Wacker Drive, 45th Floor, Chicago, Illinois 60606), and the Settlement Administrator at XXXXXX, postmarked no later than **XX, XX, XXXX**. You must also file copies of any papers you propose to submit at the Final Approval Hearing with the Clerk of the Court and send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel.

Any objection to the proposed Settlement must include (i) the case name and number of this action; (ii) your full name, mailing address, telephone number, and email address; (iii) a sworn affirmation, under penalty of perjury, that you 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 time period, December 1, 2019 through August 31, 2023; (iv) all grounds for the objection, accompanied by any legal and factual support for the objection; (v) the identity of all counsel representing you who will appear at the Final Approval Hearing; (vi) the identification of any other objections you have filed, or that have been filed on your behalf, in any other class action cases in the last five years; (vii) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and (viii) your signature (your attorney's signature will not be sufficient). If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf.

You cannot both object to and exclude yourself from the Settlement Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from the Settlement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement Agreement or any of its terms.

You may appear at the Final Approval Hearing, which will be held on **XXXXXXX, XXXX at XX**, in Courtroom 2403 of the Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time or location as the Court may without further notice direct), 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 Final Approval of the Settlement, the request for attorneys' fees and expenses, 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 hearing on their own behalf or through counsel. The hearing date and time, and whether the hearing will be conducted remotely, is subject to change by the Court, so please check the Settlement Website, www.IllinoisBeautySettlement.com, for updates.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against Charlotte Tilbury Beauty or other Released Parties regarding any of the issues or claims in the case. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.**

To submit a Claim Form, or for information on how to request exclusion from the Settlement Class or file an objection, please visit the Settlement Website, www.IllinoisBeautySettlement.com, or call (XXX) XXX-XXXX.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund in the amount of \$2,925,000 to pay for all payments to Settlement Class Members who make valid and timely claims, Settlement Administration Expenses, attorneys' fees, costs and expenses, and an Incentive Award to the Class Representative. All Settlement Class Members must submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal payment paid out of the Settlement Fund. The exact amount of each Settlement Class Member's payment is unknown at this time but could be approximately \$700 to \$1100, depending on certain factors to be determined, including the total number of valid Claim Forms submitted and the amount of fees, expenses and awards that may be approved by the Court. The Settlement Administrator will issue a payment to each Settlement Class Member who submits a valid Claim Form following the Final Approval of the Settlement. Any checks issued to Settlement Class Members will expire and become void 90 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 33 percent of the Settlement Fund, plus reimbursement

***QUESTIONS? VISIT WWW.ILLINOISBEAUTYSETTLEMENT.COM
OR CALL TOLL FREE 1-XXX-XXX-XXXX.***

of reasonable costs and expenses, for the substantial time, expense and effort spent investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$10,000 for her time, effort, and service in this matter.

Prospective Relief. Defendant agrees to comply, or remain compliant, with the Illinois Biometric Privacy Act, 740 ILCS 14/1 *et seq.*, in connection with all alleged biometric technology on the Charlotte Tilbury Beauty Website and the App. This includes publication of a specific biometric privacy notice, which includes a retention policy and no retention past the Beauty Tech Tool session, a detailed privacy policy, employment of reasonable industry safeguards with respect to protection and security of all user data, and a written informed consent mechanism across all alleged biometric technology on the Charlotte Tilbury Beauty Website and the App.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Charlotte Tilbury Beauty and the Released Parties (as defined in the Settlement Agreement), relating to the alleged collection, capture, receipt, storage, possession, purchase, acquisition, dissemination, disclosure, re-disclosure, transfer, transmission, use, sale, lease, trade, or profit of individual's facial geometry while you used beauty tech tools or other virtual-try on tools on the Charlotte Tilbury Beauty Website, and/or the App in Illinois, including all claims under the BIPA or other statute or regulation, common law, or in equity, through the Preliminary Approval Date.

Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or another lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give Final Approval of the Settlement, so please be patient. However, if the Court finally approves the Settlement, payments will be issued as soon as possible after the Court's order becomes final, which should occur within approximately [XXXXX (insert based on Effective Date)] after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.IllinoisBeautySettlement.com, or you can call the Settlement Administrator at XXX-XXX-XXXX, or contact Class Counsel at the address provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Settlement Class for settlement purposes, hear any proper objections to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on XX, XX, XXXX at XX am/pm in in Courtroom 2403 of the Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time or location as the Court may without further notice direct).

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Settlement Class Members will receive no benefits from the Settlement Fund. Plaintiff, Defendant, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will

***QUESTIONS? VISIT WWW.ILLINOISBEAUTYSETTLEMENT.COM
OR CALL TOLL FREE 1-XXX-XXX-XXXX.***

have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiff and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

<p>Grace E. Parasmo (gparasmo@parasmoliebermanlaw.com) Yitzchak H. Lieberman (ylieberman@parasmoliebermanlaw.com) Parasmo Lieberman Law 7119 Sunset Blvd., #808 Los Angeles, California 90046 844-200-5623 -and-</p> <p>Allen Schwartz (allen@allenschwartzlaw.com) Schwartz Law PLLC 150 Broadway, Suite 701 New York, New York 10038 347-460-5379</p>

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.IllinoisBeautySettlement.com. If you have any questions, you can also call the Settlement Administrator at XXXXXXXX or Class Counsel at the number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

**QUESTIONS? VIST WWW.ILLINOISBEAUTYSETTLEMENT.COM
OR CALL TOLL FREE 1-XXX-XXX-XXXX.**

EXHIBIT C

**YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT
IF YOU USED BEAUTY TECH TOOLS OR VIRTUAL TRY ON TOOLS ON THE
CHARLOTTE TILBURY BEAUTY INC. WEBSITE OR MOBILE APP WITHIN THE STATE
OF ILLINOIS BETWEEN DECEMBER 1, 2019 AND AUGUST 31, 2023.**

For more information, visit www.IllinoisBeautySettlement.com

A proposed settlement has been reached in a class action lawsuit that claims Charlotte Tilbury Beauty Inc. (“Charlotte Tilbury Beauty” or “Defendant” or “Defendant”) unlawfully collected, stored, and used individuals’ biometric facial geometry while they used a beauty tech tool or other virtual try on tool on Charlotte Tilbury Beauty’s website or mobile application within the state of Illinois.

The case is *Halim v. Charlotte Tilbury Beauty Inc., et al.*, Case No. 2022-CH-11832, pending in the Circuit Court of Cook County, Illinois, before the Honorable Sophia H. Hall. The proposed Settlement is not an admission of wrongdoing by the Defendant, and the Defendant denies it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the parties have agreed to settle the lawsuit. That Settlement has been preliminarily approved.

Am I a Member of the Settlement Class?

You are a member of the Settlement Class if you used a beauty tech tool or any another virtual try on tool on the Charlotte Tilbury Beauty website and/or mobile application, 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,” in the state of Illinois at any time between December 1, 2019 and August 31, 2023.

What Can I Get From the Proposed Settlement?

If you believe you are a member of the Settlement Class, you can fill out a short claim form and potentially receive approximately \$700 to \$1100 from a \$2,925,000 Settlement Fund. The Settlement Fund will also be used to pay Settlement Administration Expenses, attorneys’ fees, costs and expenses, Class Representative’s incentive award. Each Settlement Class Member who submits a timely, valid Claim Form will receive an equal payment from the Settlement Fund. The exact amount of the payment depends on certain factors to be determined, including how many Settlement Class Members submit valid Claim Forms. To receive a payment, you must submit a Claim Form by **XX, XX, XXXX**. You can file a Claim Form online at www.IllinoisBeautySettlement.com, or visit the website and download a Claim Form and submit it by email or mail. Visit the website below or call for more information on filing your claim.

The Settlement also requires Defendant to provide prospective relief, as explained in the detailed Notice and Settlement Agreement at the website listed below.

What Are My Rights and Options?

File a claim. The only way to get money is to fill out a short claim form by **XX, XX, XXXX**. If the Court approves the Settlement, you will be bound by all orders and judgments in the case. **Do Nothing.** You will get no money, but will be bound by all orders and judgments in the case. **Exclude Yourself.** If you do not want money from the Settlement and want to keep your right to file your own lawsuit against Charlotte Tilbury Beauty and the Released Parties for any of the issues or claims in the case, you must exclude yourself from the Class by **XX, XX, XXXX**. **Object.** You can also object to the Settlement and Class Counsel’s request for attorneys’ fees and expenses, and the request for an incentive award to the Class Representative if you disagree with them by **XX, XX, XXXX**. The Court has appointed lawyers from the firms of Parasmol Lieberman Law and Schwartz Law PLLC to represent you as “Class Counsel.”

The lawyers will request to be paid from the Settlement Fund. You can hire your own lawyer, but you'll need to pay your own legal fees.

The Court will hold a final hearing on the Settlement of this case at [time] on [month] day, XXXX at the in Courtroom 2403 of the Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time or location as the Court may without further notice direct). You can go to this hearing, but you do not have to. If you want, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing. The Court will hear any objections, determine if the Settlement is fair, and consider Class Counsels' request for attorneys' fees of up to 33% of the Settlement Fund, plus reimbursement of reasonable costs and expenses, and an incentive award to the Class Representative in an amount up to \$10,000. Any money not awarded will stay in the Settlement Fund to pay Class Members who file valid claims.

How Do I Get More Information?

This notice is only a summary. For information, including the Claim Form, the Settlement other legal documents, visit [www. IllinoisBeautySettlement.com](http://www.IllinoisBeautySettlement.com) or contact the administrator at 1-866-XXX-XXXX. Please do not attempt to contact the Court, Judge Hall, any Clerk of the Court, or Defendant about this Settlement notice.

EXHIBIT D

Claims Administrator
P.O. Box XXX
Portland, OR 97XXX-XXXX

COURT AUTHORIZED
NOTICE OF CLASS ACTION
AND PROPOSED SETTLEMENT

**You May Be Entitled to a Cash
Payment From a Class Action
Settlement If You Used A Beauty
Tech Tool or Virtual Try on Tool
on the Charlotte Tilbury Beauty
Inc. Website or Mobile App in
Illinois Between December 1, 2019
and August 31, 2023.**

*Halim v. Charlotte Tilbury Beauty Inc., et al.,
Case No. 2022-CH-11832*

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
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A proposed settlement has been reached in a class action lawsuit alleging that Charlotte Tilbury Beauty Inc. (“Charlotte Tilbury Beauty” or “Defendant”) unlawfully collected, stored, and used individuals’ biometric facial geometry while they used a beauty tech tool or another virtual try on tool on Charlotte Tilbury Beauty’s website or mobile application within the state of Illinois. Charlotte Tilbury Beauty denies the allegations and any wrongdoing. The parties have decided to settle their dispute. The parties’ agreement to settle this matter is not an admission of any wrongdoing, and the Court has not made any determination that Defendant violated the law.

Who’s Included in the Class? All individuals who used a beauty tech tool or any other virtual try on tool on the Charlotte Tilbury Beauty website and/or mobile application, 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,” in the state of Illinois, at any time between December 1, 2019 and August 31, 2023.

What Does the Settlement Provide? The Settlement creates a \$2,925,000 Settlement Fund to pay valid claims, Settlement Administration Expenses, attorneys’ fees, and expenses, and an Incentive Award to the Class Representative. Each Class Member who submits a timely, valid Claim Form may receive an equal payment from the Settlement Fund. The payments will likely range from approximately \$700 to \$1,100; however, the exact amount will depend on certain factors to be determined. To receive a payment, you must complete and submit a Claim Form by **XX, XX, XXXX**. To obtain a Claim Form, please visit www.IllinoisBeautySettlement.com. You may submit your Claim Form at that website, via email, or by mail.

What Are My Rights and Options? File a claim. The only way to get money is to fill out a Claim Form by **XX, XX, XXXX**. If the Court approves the Settlement, you will be bound by all orders and judgments in the case. **Do Nothing.** You will get no money, but will be bound by all orders and judgments in the case. **Exclude Yourself.** If you do not want money from the Settlement and want to keep your right to file your own lawsuit against Charlotte Tilbury and the Released Parties for any of the issues or claims in the case, you must exclude yourself from the Class by **XX, XX, XXXX**. **Object.** you can object to the Settlement by **XX, XX, XXXX**. You can hire your own lawyer, but you’ll need to pay your own legal fees.

The Court will hold a final hearing on the Settlement at [time] on [month] day, 2024 at the in Courtroom 2403 of the Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time or location as the Court may without further notice direct). You can go to this hearing, but you do not have to. The Court will hear any objections, determine if the Settlement is fair, and consider Class Counsels’ request for attorneys’ fees of up to 33% of the Settlement Fund plus reimbursement of expenses, and an incentive award to the Class Representative up to \$10,000.

This notice is only a summary. For information about this Settlement, including its benefits, your options, how to submit a Claim Form, and the Settlement’s other legal documents, visit www.IllinoisBeautySettlement.com or contact the administrator at 1-866-###-####. Please do not attempt to contact the Judge Hall, the Clerk of the Court, or Defendant with any questions about this Settlement notice.

EXHIBIT E

**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 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 Class Member; (c) the claims of Plaintiff Halim are typical of the claims of the 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. Parasmo (gparasmo@parasmoliebermanlaw.com)
Yitzchak H. Lieberman (ylieberman@parasmoliebermanlaw.com)
Parasmo 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 _____, **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 _____, **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 _____, 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 _____ **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 _____ **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>Epiq Class Action and Claims Solutions, Inc. [XXXX]</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 _____ **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 no later than _____ days before the Final Approval Hearing.

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 _____ (or 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: 30 days after Preliminary Approval

Fee and Expense Application: 69 days after Preliminary Approval (21 days prior to Objection/Exclusion Deadline)

Claims Deadline: 105 days after Preliminary Approval

Objection/Exclusion Deadline: 90 days after Preliminary Approval

Final Approval Submission: 121 days after Preliminary Approval (14 days prior to Final Approval Hearing)

Final Approval Hearing: 135 days after Preliminary Approval

IT IS SO ORDERED.

ENTERED: _____

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

EXHIBIT F

**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

**STIPULATION OF CONDITIONAL DISMISSAL OF ISLESTAR HOLDINGS LTD
AND [PROPOSED] ORDER.**

WHEREAS, on December 7, 2022, Plaintiff Olena Halim (“Halim”) filed the above-captioned putative class action;

WHEREAS, on August 15, 2023, Islestarr Holdings Ltd. (“Islestarr”) filed a Section 2-619.1 Combined Motion to Dismiss Plaintiff’s Class Action Complaint which asserted that the claims against Islestarr should be dismissed because the Court lacks personal jurisdiction over Islestarr, a United Kingdom limited company with its principal place of business in London, England, and, in the alternative, that Named Plaintiff’s claims should be dismissed pursuant to Sections 2-615 and 2-619 of the Code of Civil procedure for the reasons set forth in the Section 2-619.1 Combined Motion to Dismiss Plaintiff’s Class Action Complaint filed by Charlotte Tilbury Beauty Inc. (“Charlotte Tilbury Beauty”); and

WHEREAS Islestarr is the parent company of Charlotte Tilbury Beauty; and

WHEREAS, on December 19, 2023, the Parties appeared for and participated in an

all-day mediation with the Honorable Morton Denlow (Ret.) at JAMS;

WHEREAS, on December 19, 2023, with the assistance of Judge Denlow, Halim and Charlotte Tilbury Beauty reached a written agreement in principle regarding material terms of a proposed settlement; and

WHEREAS, on _____, 2024, Halim and Charlotte Tilbury Beauty entered into a class action settlement agreement dated July __, 2024 (the “Settlement Agreement”), and

WHEREAS, as a condition of said Settlement Agreement, Halim agreed to conditionally dismiss Islestarr prior to moving for preliminary approval of the Settlement Agreement; and

WHEREAS, the parties agreed that the dismissal would become with prejudice on the date upon which the Settlement Agreement in the Action shall become final; and

WHEREAS, the parties agreed that the stipulation would also provide that in the event that the Settlement Agreement is not finally approved or is terminated, or fails to become final and effective for any reason, including without limitation if the Final Approval Judgment is reversed, vacated, or modified following any appeal taken therefrom, the dismissal of Islestarr would vacate and the Parties and Islestarr would be returned and restored to the status quo ante prior to the dismissal, and Islestarr’s Section 2-619.1 Combined Motion to Dismiss Plaintiff’s Class Action Complaint, which asserts in the first instance that the Court lacks personal jurisdiction over Islestarr, would be restored to the Court’s calendar; and

WHEREAS, the parties agreed that they would submit the conditional stipulation of dismissal with a request to the Court that it be so-ordered within 10 days of the execution of the Settlement Agreement;

IT IS HEREBY STIPULATED, by and between the parties to the above-captioned action, through their undersigned counsel, as follows:

1. Islestarr is hereby conditionally dismissed from the above-captioned action without prejudice, which shall become with prejudice upon the date that the Court enters the Final Approval Order of the Settlement Agreement.

2. Islestarr waives any costs in connection with said dismissal.

3. In the event that the Settlement Agreement is not finally approved or is terminated, or fails to become final and effective for any reason, including without limitation if the Final Approval Order is reversed, vacated, or modified following any appeal taken therefrom, the dismissal of Islestarr shall vacate and the Parties and Islestarr shall be returned and restored to the status quo ante prior to the dismissal, and Islestarr’s Section 2-619.1 Combined Motion to Dismiss Plaintiff’s Class Action Complaint, which asserts in the first instance that the Court lacks personal jurisdiction over Islestarr, shall be restored to the Court’s calendar. Further, the Parties and Islestarr shall meet and confer to discuss jurisdictional discovery and, if necessary, seek Court assistance.

4. The Stipulation shall not constitute a waiver of any objections to personal jurisdiction or otherwise constitute consent by Islestarr to the jurisdiction of any Illinois courts and shall likewise not be construed as an admission by Named Plaintiff that the claims against Islestarr are without merit or that the Court lacks personal jurisdiction over Islestarr.

5. In the event the Court fails to so-order the stipulation of dismissal within 30 days of filing, the terms of the Stipulation shall remain binding between the Parties and Islestarr. Named Plaintiff shall then file a voluntary discontinuance without prejudice of Islestarr pursuant to 735 ILCS 5/2-1009(a), subject to conversion to a dismissal with prejudice upon the Effective Date, with Islestarr waiving any costs provided by that or any other statute.

Signed: /s/ Aaron Charfoos
Attorney No.: 48585
Atty. for: Defendants

Signed: /s/ Grace Parasmu
Attorney No.: Pro Hac Vice, 6343567
Atty. for: Plaintiff

Address: 71 S Wacker Drive,
Forty-Fifth Floor
City / State / Zip: Chicago, IL 60606
Telephone: 312-499-6016

Address: 7119 W. Sunset Blvd., #808
City / State / Zip: Los Angeles, CA 90046
Telephone: 917-657-6857

[PROPOSED] ORDER

This cause coming on to be heard on this date upon the Stipulation of Conditional Dismissal of Defendant Islestarr filed herein; and the Court having examined said Stipulation and being fully advised of the premises, and the parties having agreed to dismissal of the causes of action against Islestarr without prejudice subject to a dismissal with prejudice upon Final Approval and the Court further finding that costs as to Islestarr have been waived.

IT IS THEREFORE ORDERED that the causes against Islestarr are hereby dismissed without prejudice, which shall convert to a dismissal with prejudice upon Final Approval of the Settlement, and in the event that the Settlement Agreement is not finally approved or is terminated, or fails to become final and effective for any reason, including without limitation if the Final Approval Order is reversed, vacated, or modified following any appeal taken therefrom, the dismissal of Islestarr shall vacate and the Parties and Islestarr shall be returned and restored to the status quo ante prior to the dismissal, and Islestarr’s Section 2-619.1 Combined Motion to Dismiss Plaintiff’s Class Action Complaint, which asserts in the first instance that the Court lacks personal jurisdiction over Islestarr, shall be restored to the Court’s calendar, and the Parties and Islestarr shall meet and confer to discuss jurisdictional discovery and, if necessary, seek Court assistance.

ENTERED: _____, 2024

Judge Sophia H. Hall
Interim Acting Presiding

No. 0162

DATED: