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9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 HAYLEE WOODARD an individual, on her) **Case No. 22STCV18692**
own behalf and on behalf of all others similarly)
14 situated,) Assigned for All Purposes to
15) Honorable Elaine Lu,
16) Dept. 9 Spring Street Courthouse
Plaintiff,)
17) **CLASS ACTION**
vs.)
18) **CLASS ACTION SETTLEMENT**
LILLY LASHES, LLC,) **AGREEMENT FILED IN SUPPORT OF**
19) **MOTION FOR PRELIMINARY**
Defendants.) **APPROVAL OF CLASS SETTLEMENT**
20)
21) Date: January 13, 2025
22) Time: 10:00 a.m.
23) Dept.: 9 Spring Street Courthouse
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TO EACH PARTY AND THEIR ATTORNEY OF RECORD: PLEASE TAKE NOTICE:
that the Plaintiff hereby files the Class Action Settlement Agreement including the proposed Order Granting Preliminary Approval,(Exhibit A), the Long Form Class Notice (Exhibit B), Email Notice (Exhibit C), Postcard Notice (Exhibit D), Publication Notice Exhibit E), Claim Form (Exhibit F), and Opt Out Form (Exhibit G) in support of the Motion for Preliminary Approval,

DATED: December 17, 2024 THE SPENCER LAW FIRM
By: /S/ Jeffrey Spencer
JEFFREY SPENCER
Attorney for Plaintiffs

STIPULATED CLASS SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Class Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiff Haylee Woodard (“Plaintiff”), on the one hand, and Defendant Lilly Lashes, LLC (“Lilly Lashes” or “Defendant”), on the other hand (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein subject to Court approval.

RECITALS

A. Plaintiff filed a putative class action complaint in the Superior Court of California, Los Angeles County on June 7, 2022. Plaintiff filed a First Amended Complaint on October 21, 2022 alleging Lilly Lashes manufactured, sold, and distributed false eyelashes made with mink fur that were falsely advertised as “Cruelty Free.” Plaintiff’s First Amended Complaint alleges claims on behalf of herself and a class of consumers for (1) false and misleading advertising in violation of Business & Professions Code § 17200; (2) false and misleading advertising in violation of Business & Professions Code § 17500; (3) violation of California Civil Code § 1750; (4) unjust enrichment; (5) breach of express warranty; and (6) negligent misrepresentation. The case is styled “*Haylee Woodard v. Lilly Lashes, LLC*, Case No. 22STCV18692 (Superior Court of California, Los Angeles County)” (the “Action”).

B. Lilly Lashes denies the allegations asserted in the Action and any fault, wrongdoing, or liability of any kind associated with the claims asserted by Plaintiff or the Settlement Class Members (defined herein) for monetary damages or other relief. Lilly Lashes denies that its false eyelashes made with mink fur were falsely advertised as “Cruelty Free” or otherwise falsely or misleadingly marketed or advertised. By entering into this Agreement, Lilly Lashes further denies that the class as defined in the Action is appropriate for class treatment, but does not oppose certification of a settlement class for the sole purpose of settling the Action and believes that the proposed settlement is desirable in order to avoid the significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources.

C. Plaintiff and Lilly Lashes conducted a thorough investigation of the facts and analyzed the relevant legal issues regarding the claims asserted in the Action. Each Party has conducted thorough discovery, including exchanging extensive written discovery and exchanging document productions.

D. Considering the above and in order to avoid the expense, risks, and uncertainty of litigation, and after extensive arms-length negotiations, the Parties have reached an agreement to resolve the Action and have agreed to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties, representations, agreements, and other consideration set forth in this Agreement, the value and sufficiency of which is hereby acknowledged, the Parties hereby agree, subject to Court approval,

to the resolution of the Action under the following terms and conditions:

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of this Agreement, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “*Authorized Claimant*” means any Settlement Class Member who does not timely and validly request exclusion from the Class and who timely submits a completed and valid Claim Form in accordance with the terms of this Agreement.

1.2 As used herein, “*Cash Benefit*” means the cash payment that each Settlement Class Member who submits a valid and timely Claim will receive from the Net Settlement Fund.

1.3 As used herein, the term “*Cash Repeat Purchaser Benefit*” means the Cash Benefit that will be distributed to Settlement Class Members who bought more than one unit of the Products and submitted a timely and valid Claim (1) with documentary proof of multiple purchases or (2) that Lilly Lashes’ internal records confirm made multiple purchases.

1.4 As used herein, the term “*Cash Settlement Fund*” means the \$500,000 non-reversionary cash settlement fund.

1.5 As used herein, the term “*Claim*” means a request made by a Settlement Class Member to receive a Settlement Benefit pursuant to the procedures stated in Section 5.3.

1.6 As used herein, the term “*Claim Filing Deadline*” means the deadline by which Settlement Class Members must submit a Claim under the Agreement by filing a Claim Form within 45 days after commencement of the notice plan described in Section 5.2.

1.7 As used herein, the term “*Claim Form*” means the form Settlement Class Members must complete to submit a Claim under this Agreement. The Claim Form must be signed by the Settlement Class Member under penalty of perjury, and shall be substantially similar to the form attached hereto as **Exhibit E**.

1.8 As used herein, the term “*Class Representative Service Payment*” means the amount awarded by the Court to Plaintiff for serving as the representative of the Settlement Class.

1.9 As used herein, the term “*Court*” means the Superior Court of California, Los Angeles County.

1.10 As used herein, the terms “*Defendant*” and “*Lilly Lashes*” mean the named Defendant Lilly Lashes, LLC in the Action.

1.11 As used herein, the terms “*Defendant’s Counsel*” and “*Lilly Lashes’ Counsel*” mean the law firm of Locke Lord LLP.

1.12 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff’s Counsel, Lilly Lashes’ Counsel, and the Court, to be provided to Settlement Class Members under Section 5.2(c) of this Agreement via electronic mail. The Email Notice shall be substantially similar to the form attached as **Exhibit C**.

1.13 As used herein, the term “*Exclusion Deadline*” means the date by which Class Members must file any request for exclusion from the Settlement, in accordance with the procedures set forth herein and/or in any order from the Court, which will be (45) days from the

first mailing date of the Class Notice. after entry of a preliminary approval order, and at least thirty (30) days prior to the Final Approval Hearing.

1.14 As used herein, the term “*Final Approval Hearing*” means the hearing to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.15 As used herein, the term “*Final Order and Judgment*” means the Court’s entry of a final order approving the Agreement and awarding the Class Representative Service Payment and Plaintiff’s Counsel’s Fees and Expenses, and Judgment following the Final Approval Hearing.

1.16 As used herein, the term “*Long Form Notice*” means the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff’s Counsel, Lilly Lashes’ Counsel, and the Court, to be provided to Settlement Class Members under Section 5.2(b) of this Agreement. The Long Form Notice shall be substantially similar to the form attached as **Exhibit B**.

1.17 As used herein, the term “*Injunctive Relief*” means the injunctive relief set forth in Section 2.3 of this Agreement.

1.18 As used herein, the term “*Mailed Notice*” means the postcard legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, Lilly Lashes’ Counsel, and the Court, to be provided to Settlement Class Members under Section 5.2(d) of this Agreement via regular U.S. Postal Service mail. The Mailed Notice shall be substantially similar to the form attached as **Exhibit D**.

1.19 As used herein, the term “*Net Settlement Fund*” means the amount distributed to Settlement Class Members who submit valid and timely Claims for the Cash Benefit and is the amount of the Cash Settlement Fund less the Settlement Administration Costs, Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.

1.20 As used herein, the term “*Notice Period*” means the period starting thirty (30) days after entry of the Preliminary Approval Order and continuing until the Claim Filing Deadline. The Notice Period shall be at least forty-five (45) days in duration.

1.21 As used herein, the term “*Objection Deadline*” means the date by which Settlement Class Members must file any objections to the Agreement, in accordance with the procedures set forth herein and/or in any order from the Court, which will be forty-five (45) days after the first mailing date of the Class Notice.

1.22 As used herein, the terms “*Plaintiff’s Counsel*” and “*Class Counsel*” means the Baird Law Firm and/or The Spencer Law Firm.

1.23 As used herein, the terms “*Plaintiff’s Counsel’s Fees and Expenses*” mean the amount awarded by the Court to Plaintiff’s Counsel as reasonable attorneys’ fees and expenses reasonably incurred in the Action.

1.24 As used herein, the term “*Preliminary Approval Order*” means the order provisionally certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Final Approval Hearing. The proposed Preliminary Approval Order that Plaintiff submits to the Court for approval shall be substantially similar to the form attached as **Exhibit A**.

1.25 As used herein, “*Product*” or “*Products*” means any false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free.”

1.26 As used herein, the term “*Proof of Purchase*” means a receipt or other documentation reasonably establishing the fact of purchase of the Products in the United States during the Settlement Class Period. An acceptable Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to the Settlement Administrator to establish proof of purchase for class membership, such as: (a) a printed receipt; (b) an e-mail receipt or order confirmation; (c) a shipping confirmation; or (d) any other purchase history documentation to the extent the Settlement Administrator is able to confirm that this purchase history documentation is reasonably reliable, unique to the purchaser, and consistent with industry standard fraud-prevention measures.

1.27 As used herein, the term “*Released Parties*” means Defendant Lilly Lashes and its predecessors, successors, parents, subsidiaries, members, suppliers, indemnitors, insurers, reinsurers, and affiliates, as well as their respective present and former officers, directors, members, shareholders, managers, employees, attorneys, agents and other representatives, as well as each entity to whom Defendant Lilly Lashes directly or indirectly distributes, ships, or sells any Product, including but not limited to downstream distributors, wholesalers, retailers, franchisees, franchisors, cooperative members, suppliers, lenders, licensees, and licensors, and all of the foregoing entities’ owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns.

1.28 As used herein, the term “*Settlement*” means the settlement of the Action and related claims effectuated by this Agreement.

1.29 As used herein, the term “*Settlement Administrator*” means Digital Settlement, LLC who will provide notice and claims administration for the Settlement, subject to approval of the Court.

1.30 As used herein, the term “*Settlement Administration Costs*” means the amount paid to the Settlement Administrator for administering the Settlement.

1.31 As used herein, the term “*Settlement Benefit*” means the Cash Benefit distributed to Settlement Class Members who submit timely and valid Claim Forms in accordance with the terms of this Agreement.

1.32 As used herein, the term “*Settlement Class*” means, for settlement purposes only, all persons residing in the United States or its territories who purchased any false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” for personal, family, household, or professional purposes between June 7, 2018 and the date of the entry of an order granting preliminary approval to the Settlement Agreement, excluding (a) any individuals who have pending litigation against Defendant at the time of preliminary and/or final approval of the Settlement; (b) any Settlement Class Members who file a valid and timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Defendant or any entity in which Defendant has a controlling interest; (d) any person who has acted as a consultant of Defendant; (e) any legal counsel or employee of legal counsel for Defendant; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Actions and the members of their immediate family and judicial staff.

1.33 As used herein, the term “*Settlement Class Member*” means each member of the

Settlement Class who does not file a valid and timely request to be excluded from the Settlement.

1.34 As used herein, the term “*Settlement Class Period*” means between June 7, 2018 and the date of entry of the Preliminary Approval Order.

1.35 As used herein, the term “*Settlement Date*” means the date on which this Agreement will become effective and on which all of the following have occurred: (a) execution of the Settlement Agreement by all Parties, counsel for Plaintiff, and counsel for Lilly Lashes; (b) certification of the proposed Settlement Class for settlement purposes only; (c) entry of a Final Order and Judgment by the Court approving this settlement; and (d) finality of the Judgment by virtue of it having become final and non-appealable through (1) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (2) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review.

1.36 As used herein, the term “*Settlement Website*” means the website that shall be created for settlement administration purposes and administered by the Settlement Administrator.

2. AGREEMENT TERMS.

2.1 Cash Settlement Fund. Lilly Lashes will establish a non-reversionary Cash Settlement Fund of FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00).

- (a) The Cash Settlement Fund shall be used to pay all Settlement Administration Costs, Cash Benefits, all Cash Repeat Purchase Benefits, the Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.
- (b) On or before ten (10) calendar days after the entry of the Preliminary Approval Order, Lilly Lashes shall deposit the estimated Settlement Administration Costs.
- (c) On or before ten (10) calendar days after the entry of the Final Order and Judgment, Lilly Lashes shall deposit the remaining amount of the Cash Settlement Fund Amount with the Settlement Administrator who will deposit it into an interest bearing account with all interest applied to the Net Settlement Fund.

2.2 Net Settlement Fund. The Net Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of the Settlement Administration Costs, Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.

- (a) The Net Settlement Fund will first be allocated *pro rata* in an amount up to \$10.00 per unit to all Authorized Claimants. Authorized Claimants without Proof of Purchase are limited to a maximum Cash Benefit of \$10.00 per household.
- (b) Any remaining funds in the Net Settlement Fund after the first distribution

in Section 2.2(a) will be allocated *pro rata* in a second distribution to Authorized Claimants who appear in Lilly Lashes' purchase records or who submitted Proof of Purchase, in an additional amount up to \$10.00 per unit purchased as established by valid Proof of Purchase or Lilly Lashes' purchase records.

- (c) Should the total amount of valid claims for the Cash Benefit, Class Representative Service Payment, Plaintiff's Counsel's Fees and Expenses, and Settlement Administration Costs exceed \$500,000, payments of the Cash Benefit will be adjusted downward on a *pro rata* basis. However, if the total amount of valid claims for the Cash Benefit, Class Representative Service Payment, Plaintiff's Counsel's Fees and Expenses, and Settlement Administration Costs are less than \$500,000, payments will be adjusted upward on a *pro rata* basis.
- (d) Payments for Cash Benefit may be issued in the form of a paper check or digital payment (e.g., ACH, InstantPay, PayPal, Venmo, Zelle, etc.) to each Claimant as indicated on the Claim Form. Checks will be sent via U.S. Postal Service Regular Mail to the address identified on the Claim Form or a forwarding address provided by the Claimant or United States Postal Service. Checks will expire six months after the date on the check. Electronic payments will be sent in accordance with the instructions provided by the Claimant.

2.3 Injunctive Relief. Defendant has stopped including the claim "cruelty free" on the labels of the Products and on its website and other marketing materials for the Products. Defendant agrees not to revert to making a claim the Products are "cruelty free" on its labels and marketing materials.

2.4 Class Representative Service Payment. The Parties acknowledge that Plaintiff will apply to the Court for approval of the Class Representative Service Payment in the amount of Ten Thousand Dollars (\$10,000) in recognition of her efforts and activities in furtherance of both the litigation and this Agreement. Defendant does not oppose an incentive award in this amount. The Class Representative Service Payment shall be paid from the Cash Settlement Fund and will not be distributed to Plaintiff until after the Settlement Date. The Parties further agree that Lilly Lashes will not be obligated to pay any Class Representative Service Payment in excess of \$10,000. If the Court approves the Agreement and the Class Representative Service Payment to Plaintiff, the Class Representative Service Payment approved by the Court will be paid by the Settlement Administrator within ten (10) calendar days after the Settlement Date. The Parties represent that their negotiation of, and agreement to, the compensation paid to Plaintiff did not occur until after the substantive terms of the Agreement had been negotiated and agreed. No interest shall be paid on the Class Representative Service Payment.

2.5 Plaintiff's Counsel's Fees and Expenses. The Parties acknowledge that Class Counsel shall move the Court for an award of attorneys' fees in an amount totaling up to one-third of the Cash Settlement Fund Amount and costs in the amount of \$25,000. Defendant does

not oppose Plaintiff's Counsel's request for fees and costs in these amounts. The Court will rule on any attorneys' fees or costs to be paid to Class Counsel at the time of Final Approval. If the Court approves the Agreement and an award of attorneys' fees and expenses to Plaintiff's Counsel, Plaintiff's Counsel's Fees and Expenses shall be paid from the Cash Settlement Fund within ten (10) calendar days after the Settlement Date. Except as otherwise provided herein, Plaintiff's Counsel and Lilly Lashes' Counsel shall bear their own respective fees, costs, and expenses. No interest shall be paid on any portion of Plaintiff's Counsel's Fees and Expenses.

2.6 Reduction in Plaintiff's Award or Class Counsel's Attorneys' Fees. A reduction by the Court or by an appellate court of the Class Representative Service Payment or Plaintiff's Counsel's Fees and Expenses sought by Plaintiff and Plaintiff's Counsel shall not affect any of the Parties' other rights and obligations under the Agreement, however, Class Counsel retain their right to appeal any decision by the Court regarding the Court's award of Attorneys' Fees and Costs.

2.7 No Tax Liability. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. Settlement Class Members and/or Plaintiff's Counsel shall be solely responsible for any taxes on any recovery, Settlement Benefit or award under this Agreement.

3. RELEASE AND WAIVER.

3.1 Release by Settlement Class. Effective immediately upon the Settlement Date and deposit of the settlement consideration with the settlement administrator, Plaintiff and each Settlement Class Member who does not validly and timely exclude themselves from the Settlement shall fully, completely and forever release and discharge the Released Parties from all claims that were alleged in the Complaint, or that could have been alleged, based on, or arising out of the facts and claims alleged in the Complaint and Action, including (1) false and misleading advertising in violation of Business & Professions Code § 17200; (2) false and misleading advertising in violation of Business & Professions Code § 17500; (3) violation of California Civil Code § 1750; (4) unjust enrichment; (5) breach of express warranty; and (6) negligent misrepresentation arising out of Lilly Lashes' labeling and sale of false eyelashes made with mink fur as "Cruelty Free" ("Released Class Claims").

3.2 Release by Named Plaintiff. Effective immediately upon the Settlement Date and deposit of the settlement consideration with the settlement administrator, Plaintiff shall fully, completely and forever release and discharge the Released Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and

whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiff may now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Action involving the Products, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, and the labeling of the Products during the Settlement Class Period (“Released Plaintiff’s Claims”).

3.3 Release by Defendant. “Lilly Lashes’ Released Claims” means all claims, including “Unknown Claims” as defined in Section 3.4, that Lilly Lashes and its predecessors, successors, parents, subsidiaries, members, as well as their respective present and former officers, directors, members, shareholders, managers, employees, attorneys, agents and other representatives (“Lilly Lashes Parties”) may have against Plaintiff, Settlement Class Members that did not validly and timely request exclusion from the Settlement Class, or Class Counsel relating to the institution, prosecution or settlement of the Action or the Released Plaintiff’s Claims, except for claims to enforce any of the terms of this Agreement. Effective immediately upon the Settlement Date, each of the Lilly Lashes Parties: (i) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released and discharged Plaintiff, Class Counsel, and Settlement Class Members that did not timely request exclusion from the Settlement Class, from each and every one of Lilly Lashes’ Released Claims; (ii) shall forever be enjoined from prosecuting any one of Lilly Lashes’ Released Claims; and (iii) agree and covenant not to sue on the basis of any of Lilly Lashes’ Released Claims or to assist any third-party in commencing or maintaining any such suit related to any of Lilly Lashes’ Released Claims.

3.4 Release of Unknown Claims by named Plaintiff and Defendant. It is the clear and unequivocal intention of the Parties, that this Settlement shall be effective as a full and final accord and satisfaction, release, and discharge of each and every released claim specifically or generally referred to in this Settlement. In furtherance of this intention, the named Plaintiff and each of the Lilly Lashes Parties acknowledges and agrees that she or it understands Section 1542 of the Civil Code of the State of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Plaintiff and Defendant waive and relinquish any and all rights and benefits which she or it has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the releases set forth in this Agreement.

3.5 No Admission of Liability or Wrongdoing. The Parties have resolved the Action on a mutually agreeable basis after extensive arms-length negotiations, with no concession, acknowledgment or admission whatsoever of liability or wrongdoing of any kind by Lilly Lashes. Nothing in the recitals or principal terms of settlement, the settlement proceedings, the settlement

negotiations, this Agreement or any stipulation to or certification of the Settlement Class shall constitute or be used as an admission of any act or omission, liability or wrongdoing of any kind by Lilly Lashes, or be used or offered in any action or proceeding or received in evidence against Lilly Lashes as an admission, concession, presumption, or inference in any way, in any matter or otherwise, including as an admission of the propriety or feasibility of certifying a class. Lilly Lashes expressly denies any and all claims of wrongdoing and denies any and all liability to Plaintiff and the Settlement Class. Any and all discussions, statements, and/or communications of any type between the Parties and their counsel in the course of settlement negotiations shall remain confidential.

4. COURT APPROVAL PROVISIONS.

4.1 Preliminary Approval and Provisional Class Certification. Plaintiff shall file her motion for preliminary approval on or before November 14, 2024. For the purposes of settlement only, Lilly Lashes will not oppose class certification. The motion for preliminary approval shall request that the Court:

- (a) conditionally certify the Settlement Class in the Action for settlement purposes only;
- (b) preliminarily approve the form, manner, and content of the Long Form Notice, Email Notice, Mailed Notice, Publication Notice, and Claim Form described in Section 5.2 of this Agreement, and attached as **Exhibits B–E**;
- (c) direct notice be made to Settlement Class Members as described in this Agreement;
- (d) set a deadline for the filing of objections, exclusions, Claim Form submission, the filing of the fee, cost, and award motion, the final approval motion; and schedule the date of the Final Approval Hearing;
- (e) stay all proceedings in the Action until the Court renders a final decision on approval of the Agreement;
- (f) conditionally appoint Plaintiff as the Class Representative for settlement purposes only;
- (g) conditionally appoint the Baird Law Firm and The Spencer Law Firm as Class Counsel for settlement purposes only;
- (h) approve the objection and exclusion procedures for Settlement Class Members; and
- (i) appoint the Settlement Administrator.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit A**. Lilly Lashes shall be permitted, but not required, to file its own brief or

statement as may be necessary to state its positions and defend its interests in response to Plaintiff's motion for preliminary approval of the Settlement. Plaintiff will provide Lilly Lashes' counsel with the motion for preliminary approval that Plaintiff intends to file at least one (1) day before filing the motion with the Court. Lilly Lashes will not oppose certification of the Settlement Class.

4.2 Final Court Approval of the Settlement. At least fourteen (14) calendar days before the Final Approval Hearing set by the Court, Plaintiff will file a motion for final approval of the Settlement and proposed Final Order and Judgment:

- (a) Approving the Agreement as fair, reasonable and adequate and directing completion of the terms and provisions of this Agreement;
- (b) Adjudicating that the releases contained in Sections 3.1, 3.2, 3.3 and 3.4 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement;
- (c) Certifying the Settlement Class for settlement purposes only;
- (d) Approving a Class Representative Service Payment for Plaintiff as compensation for her services as the class representative;
- (e) Approving an award of Plaintiff's Counsel's Fees and Expenses as reasonable attorneys' fees and costs;
- (f) Entering judgment in the Action; and
- (g) Retaining the Court's jurisdiction over the enforcement of this Settlement pursuant to California Code of Civil Procedure § 664.6.

Lilly Lashes shall be permitted, but not required, to file its own brief or statement as may be necessary to state its positions and defend its interests in response to Plaintiff's motion for final approval of the Settlement. Plaintiff will provide Lilly Lashes' counsel with the motion for final approval that Plaintiff intends to file at least one (1) day before filing the motion with the Court. Lilly Lashes will not oppose certification of the Settlement Class.

4.3 Proof of Notice. No later than seven (7) calendar days before the deadline for Plaintiff to file her brief in support of the Final Order and Judgment, the Settlement Administrator will serve upon Class Counsel and Lilly Lashes' Counsel a declaration confirming that notice to the Settlement Class has been provided in accordance with Section 5.2 of this Agreement. Such Proof of Notice will include, *inter alia*, the number of Mailed Notices sent, as well as the number of Mailed Notices that were undeliverable, the number of Emailed Notices sent, as well as the number of Emailed Notices that were undeliverable, the number of Settlement Class Members who submitted valid claims as of the date of the declaration, the number and names of the Settlement Class Members who opted out, and the number of Settlement Class Members who objected to or commented on the settlement.

4.4 Court Approval Contingency. This entire Settlement is contingent upon Court

approval. Absent Court approval there is no settlement, and the procedural status of the Action shall return to the *status quo ante*. If this Settlement is not approved by the Court, the Parties expressly reserve all their rights, remedies and defenses, including but not limited to Lilly Lashes' right to challenge class certification on any and all grounds. If the Court does not approve the Settlement, Lilly Lashes shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members, any attorneys' fees or expenses to Class Counsel, or any Class Representative Service Payment to Plaintiff.

4.5 If the Settlement Does Not Become Final. If the Court, or a reviewing court, fails to approve the Settlement or modifies or rejects the Settlement's terms in any material way, the Settlement will be deemed null and void, as if it had never been entered into by the Parties. In the event the Settlement is deemed null and void, the Parties agree to engage a mediator to attempt to negotiate an alternative resolution. If an alternative resolution cannot be agreed to, the Parties will resume the Action as if the Settlement had not been entered, and the terms set forth in this Agreement will have no force and effect and may not be used in this Action or any other action or proceeding of any kind for any purpose.

4.6 The Settlement Date. The Settlement does not become final or effective, subject to Court approval, until the Settlement Date.

5. CLASS NOTICE AND CLAIMS PROCEDURES.

5.1 Settlement Administration. Notice and claims administration costs will be paid from the Cash Settlement Fund. Lilly Lashes' Counsel and Plaintiff's Counsel will work cooperatively with the Settlement Administrator in connection with administering the Settlement. The Settlement Administrator shall retain a record of the provision of all Class Notice as described below and will provide periodic updates to the Parties during the Notice Period.

5.2 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide notice in accordance with the form agreed to in this Agreement and approved by the Court. The proposed notice forms are attached to this Agreement as **Exhibits B, C, D and E.** The proposed notice forms are subject to further revision by agreement of the Parties in consultation with the Settlement Administrator. Any revisions to the substance of the forms will be agreed to by Plaintiff's Counsel and Lilly Lashes' Counsel. Notice shall include all of the following:

- (a) The web address for the Settlement Website will be www.lillysettlement.com or a name substantially similar and approved in advance by Lilly Lashes. The Long Form Notice shall be posted on the Settlement Website and shall be substantially similar to the form attached as **Exhibit B.** The Settlement Website will also contain the Claim Form attached hereto as Exhibit F, the Opt Out Form attached hereto as Exhibit G, the First Amended Complaint, the Settlement Agreement, the Preliminary Approval Order and Final Order and Judgment, following entry by the Court, and such other information agreed to by Plaintiff's Counsel and Lilly Lashes' Counsel. Within seven (7) business days of when Plaintiff's Counsel files a motion for attorneys' fees and costs, that motion

will be included on the Settlement Website. The Settlement Website shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order and shall be deleted and made inaccessible thirty (30) days after distribution of the Settlement Benefit to the majority of Authorized Claimants.

- (b) Long Form Notice shall consist of the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff's Counsel, Lilly Lashes' Counsel, and the Court. The Long Form Notice shall be substantially similar to the form attached as **Exhibit B**. The Long Form Notice will be posted on the Settlement Website and sent to Settlement Class members who so request the Long Form Notice.
- (c) Email Notice shall be sent via Email to the extent Email addresses are kept by Lilly Lashes. The Settlement Administrator will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Email Notice shall be substantially similar to the form attached as **Exhibit C**. Settlement Class Members for whom Lilly Lashes maintains both a physical address and Email address shall be sent an Email Notice. Only if the Settlement Administrator learns that Email Notice was undeliverable will those Class Members for whom Lilly Lashes maintains Email addresses receive a Mailed Notice. It will be conclusively presumed that the intended recipients received the Email Notice if the Settlement Administrator does not receive a message indicating the Email Notice was undeliverable within fifteen (15) calendar days of sending.
- (d) Mailed Notice shall only be sent via postcard, pre-paid postage, sent by direct mail to the last known address of the Class Member to the extent such addresses are kept by Lilly Lashes and Email Notice to the Class Member is either not possible or is undeliverable. Class Members who receive Email notice will not receive Mailed Notice. Before mailing the Mailed Notice, the Settlement Administrator shall update the addresses provided by Lilly Lashes with the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. If the Mailed Notice is returned as undeliverable, the Settlement Administrator shall perform skip trace research and shall make one (1) attempt to re-mail the Mailed Notice as soon as possible before the Claim Filing Deadline. The Settlement Administrator will mail the Mailed Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order. It will be conclusively presumed that the intended recipients received the Mailed Notice if the Mailed Notice has not been returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days of mailing. The Mailed Notice shall be substantially similar to the form attached as **Exhibit D**.
- (e) Reminder Notice shall be sent at least fourteen (14) days prior to the Claim

Filing Deadline. The Settlement Administrator will provide two (2) Reminder Notices by Email to the Settlement Class Members who received an Email Notice. The Reminder Notice shall be substantially similar to the Email Notice, unless otherwise agreed to by the Parties.

- (f) Publication Notice shall be provided by the Settlement Administrator to the Settlement Class Members through a banner advertisement placed in a newspaper that is circulated nation-wide, which shall be selected by counsel for the Parties. The Publication Notice shall be substantially similar to the Publication Notice attached hereto as Exhibit E , unless otherwise agreed to by the Parties. The Settlement Administrator will provide the Publication Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order.
- (g) A live call center open during business hours will be set up with a person who will answer Settlement Class Members' questions using an agreed upon script and can further take the name, address and relevant information to send out Long Form Notices.
- (h) The Settlement Administrator shall retain a record of all such notice procedures and provide periodic updates to the Parties during the Notice Period.

5.3 Claims Procedure.

- (a) Each Settlement Class Member who wishes to obtain a Cash Benefit must submit a complete and valid Claim Form on or before the Claim Filing Deadline.
- (b) The Claim Form may be submitted electronically or by U.S. Mail. The delivery date is deemed to be the date (i) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (ii) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the Claim Form, as evidenced by the transmission receipt.
- (c) The settlement Administrator will provide periodic reports of claims received to the parties.

5.4 Right to Verify. The Settlement Administrator shall review all submitted Claim Forms and supporting documentation for completeness, validity, accuracy, and timeliness and may contact any claimant to request additional information and/or documentation to determine the validity of any Claim. In addition, the Settlement Administrator may verify that: (i) the information set forth in or attached to a submitted Claim Form is accurate; and (ii) based on the information set forth in or attached to a submitted Claim Form that the Claimant is a Settlement Class Member. For any Claim Form, the Settlement Administrator shall have the discretion to reject any Claim

Form it deems to be incomplete, inaccurate, fraudulent, or otherwise invalid.

5.5 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 5.6 of this Agreement who wishes to comment on or object to the Settlement may do so by appearing at the Final Approval Hearing and addressing the Court or by submitting a written objection. To submit a written objection the Class Member must notify the Court and counsel for Defendants and the Class of his or her objection, in writing, within forty-five (45) days of the first mailing date of the Notice by sending a written objection to the Settlement Administrator that (a) states the case name and number: *Haylee Woodard v. Lilly Lashes, LLC*, Case No. 22STCV18692 (Superior Court of California, Los Angeles County); (b) states the full name, address, and telephone number of the Settlement Class Member making the objection; (c) contains a statement that he/she objects to the Agreement and the reasons for the objections; and (d) is signed by the Settlement Class Member making the objection or an authorized representative. The written objection must be submitted to the Settlement Administrator by U.S. Mail. The written objection must be postmarked no later than the Objection Deadline. The Settlement Administrator must serve on Class Counsel and Lilly Lashes' Counsel a list of Settlement Class Members who have objected along with the substance of those objections upon receipt of any objection. If a Settlement Class Member submits both an exclusion request and an objection, the exclusion request shall take precedence and will be considered valid and binding, and the objection shall be deemed to have been sent by mistake and rejected.

- (a) Settlement Class Members who do not appear and address the Court regarding objections at the Final Approval Hearing or file and serve timely written objections in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of attorneys' fees or reimbursement of costs and expenses.
- (b) Class Counsel will ensure that all objections sent by Settlement Class Members who have not retained their own counsel are filed with the Superior Court of California, Los Angeles County in advance of the Final Approval Hearing.

5.6 Exclusion from the Settlement Class. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Agreement. To make this election, Settlement Class Members may send a signed letter or postcard to the Settlement Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than forty-five (45) days of the first mailing date of the Notice. The Settlement Administrator must serve on Class Counsel and Lilly Lashes' Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class immediately upon receipt. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and will be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

Any individuals who have pending litigation against Defendant at the time of preliminary and/or final approval of the Settlement are automatically deemed to have excluded themselves from the Settlement Class.

6. ADDITIONAL PROVISIONS.

6.1 Change of Time Periods. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class.

6.2 Inadmissibility. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

6.3 Mutual Cooperation and Best Efforts. The Parties acknowledge and agree to fully cooperate with each other and use their best efforts to accomplish the terms of this Agreement, including but not limited to the execution of documents and any other action reasonably necessary to implement the Settlement and the terms and conditions of this Agreement.

6.4 No Prior Assignments. In executing this Agreement, Plaintiff and each Settlement Class Member warrants and represents that s/he has not assigned, sold, transferred or otherwise disposed to any third party any actual or potential claim, any portion of any actual or potential claim, or any other matters that are being released in the Agreement. Plaintiff and each Settlement Class Member agrees to defend, indemnify, and hold harmless Lilly Lashes from and against any claim (including payment of attorneys' fees and costs) based on or in connection with or arising out of any such assignment, sale, transfer, or other disposition made, purported or claimed.

6.5 Non-Reversionary Settlement. There will be no reversion of any amount in the Net Settlement Fund to Lilly Lashes. It is the Parties' intention that the entire Net Settlement Fund will be distributed to the Settlement Class. In the event any funds remain after all distributions, the Parties will agree on disposition of any remaining funds, though no funds may revert to Lilly Lashes under any circumstances. If the Parties are unable to agree on the disposition of any remaining funds after all distributions, they will apply to the Court for direction.

6.6 Intervening Change of Law. The Settlement will not be affected by any future change, modification, reversal, or clarification of law. Any change, modification, reversal, or clarification of law will not affect the validity or enforceability of the Settlement unless such change, modification, reversal, or clarification of law renders this Agreement unlawful.

6.7 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

6.8 Binding on Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.9 Parties Represented by Counsel. The undersigned Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.10 Entire Agreement. This Agreement and all exhibits hereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

6.11 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

6.12 Headings and Formatting of Definitions. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

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

6.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, exclusive of its conflicts of law principles. The Parties agree that for purposes of the Settlement the Superior Court of California, Los Angeles County may assert general personal jurisdiction over the Parties.

6.15 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

6.16 Execution Date. This Agreement shall be deemed executed upon the last date of execution by all the undersigned parties.

6.17 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

6.18 Recitals. The Recitals are incorporated by this reference and are part of the Agreement.

6.19 No Conflict Intended. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

6.20 Notices. Any notice, instruction, objection or application to the Court sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Lilly Lashes to the attention of Lilly Lashes’ Counsel, and if to Settlement Class Members to the attention of Plaintiff’s Class Counsel on their behalf.

PLAINTIFF’S COUNSEL	LILLY LASHES’ COUNSEL
<p>William A. Baird Baird Law Firm 2625 Townsgate Road, 330 Westlake Village, CA 91361 tbaird@bairdlawfirm.org</p> <p>Jeffrey Spencer The Spencer Law Firm 2 Venture, Suite 420 Irvine, CA 92618 jps@spencerlaw.net</p>	<p>Thomas J. Cunningham Daniel A. Solitro Locke Lord LLP 300 South Grand Avenue, Suite 2600 Los Angeles, CA 90071 tcunningham@lockelord.com dsolitro@lockelord.com</p>

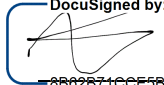
6.21 List of Exhibits: The following exhibits are attached to this Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Long Form Notice
- Exhibit C: Email Notice
- Exhibit D: Mailed Notice
- Exhibit E: Publication Notice
- Exhibit F: Claim Form [
- Exhibit G: Opt Out Form

AGREED TO AND ACCEPTED:


Dated: December 12/6/2024, 2024

Plaintiff Haylee Woodard

By:  _____
Haylee Woodard

Dated: November 26, 2024

Defendant Lilly Lashes, LLC

By:  _____
Jeffrey Nicolai

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Settlement Class:

BAIRD LAW FIRM

Dated: December __, 2024

By: William A. Baird

THE SPENCER LAW FIRM

Dated: December __, 2024

By: Jeffery Spencer

Attorneys for Defendant Lilly Lashes, LLC

Dated: November 26, 2024

LOCKE LORD LLP

 _____
By: Daniel A. Solitro

EXHIBIT NO. A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HAYLEE WOODARD, on behalf of herself and all)
others similarly situated,)

Plaintiff,)

vs.)

LILLY LASHES, LLC,)

Defendant.)

Case No. 22STCV18692

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
PROVISIONAL SETTLEMENT CLASS
CERTIFICATION**

Complaint Filed: June 7, 2022

1 On [DATE], this Court heard the unopposed Motion for Preliminary Approval of Class
2 Settlement (“Motion”) filed by plaintiff Haylee Woodard (“Plaintiff”) in the pending action against
3 defendant Lilly Lashes, LLC (“Defendant” or “Lilly Lashes”) under California Rule of Court
4 3.769(c) and (d). This Court reviewed the Motion, including the Stipulated Class Settlement
5 Agreement and Release (“Agreement”); the Memorandum of Points and Authorities in support of the
6 Motion; the other submissions filed; and all exhibits, declarations and evidence submitted in support
7 of the Motion. Based on this review and the findings below, the Court finds good cause to GRANT
8 the Motion.

9 **THE COURT FINDS:**

10 A. Unless otherwise specified, defined, or capitalized, the terms in this Order approving
11 Preliminary Approval of Class Settlement and Provisional Settlement Class Certification have the
12 same definitions and meanings as the terms set forth in the Agreement attached as Exhibit 1 to the
13 Declaration of William A. Baird (“Baird Declaration”) filed in support of the Motion.

14 B. For settlement purposes only, the Settlement Class is so numerous that joinder of all
15 Settlement Class Members is impracticable, Plaintiff's claims are typical of the Settlement Class's
16 claims, there are questions of law and fact common to the Settlement Class, which predominate over
17 questions affecting only individual Settlement Class Members, and Settlement Class certification is
18 superior to other available methods for the fair and efficient adjudication of the controversy.

19 C. The Court finds that (a) the Long Form Notice, Email Notice, Mailed Notice,
20 Reminder Notice, and Publication Notice as provided for in the Agreement collectively constitute
21 the best notice practicable under the circumstances, (b) the notice constitutes valid, due, and
22 sufficient notice to all members of the Settlement Class, (c) the method of notice is reasonably
23 calculated to reach a substantial percentage of Settlement Class Members, and is expected to reach,
24 at a minimum, seventy percent of the Settlement Class; and (d) the content, form, and method of
25 notice comply fully with the requirements of Code of Civil Procedure Section 382, California Rules
26 of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

27 D. The Agreement falls within the range of possible final approval as fair, reasonable,
28 and adequate, and appears to be presumptively valid.

1 **IT IS HEREBY ORDERED THAT:**

2 1. **Settlement Approval.** The Agreement, which is attached as Exhibit 1 to the Baird
3 Declaration filed concurrently in support of the Motion, is preliminarily approved.

4 2. **Provisional Certification.** The Settlement Class is provisionally certified, for
5 settlement purposes only, to include all persons in the United States or its territories who purchased
6 any Lilly Lashes Product for personal, family, household, or professional purposes between June 7,
7 2018 and the date of the entry of an order granting preliminary approval to the Settlement
8 Agreement excluding (a) any individuals who have pending litigation against Lilly Lashes; (b) any
9 Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or
10 employees, or immediate family members of the officers, directors, or employees, of Lilly Lashes or
11 any entity in which Lilly Lashes has a controlling interest; (d) any person who has acted as a
12 consultant of Lilly Lashes; (e) any legal counsel or employee of legal counsel for Lilly Lashes; (f)
13 any federal, state, or local government entities; and (g) any judicial officers presiding over the
14 Action and the members of their immediate family and judicial staff.

15 3. **Preliminary and Conditional Appointment of Class Representative.** Plaintiff
16 Haylee Woodard is conditionally appointed as the Class Representatives to implement the
17 Settlement in accordance with the Agreement.

18 4. **Preliminary Appointment of Class Counsel.** William A. Baird of the Baird Law
19 Firm and Jeffrey Spencer of The Spencer Law Firm are conditionally appointed as Class Counsel for
20 settlement purposes. Plaintiff and Class Counsel must fairly and adequately protect the Settlement
21 Class's interests.

22 5. **Preliminary Appointment of Settlement Administrator.** The Court approves
23 Digital Settlement, LLC as the Settlement Administrator for the purposes of providing notice,
24 processing claims and administering the settlement of this case.

25 6. **Provision of Class Notice.** Lilly Lashes, through the Settlement Administrator, will
26 notify Settlement Class Members of the Settlement in the manner and within the time period
27 specified under Section 5.2 of the Agreement. The Court hereby approves, as to form and content,
28

1 the proposed Long Form Notice, Email Notice, and Mail Notice as provided in the Exhibits attached
2 to the Agreement.

3 7. **Claim Form.** Pursuant to Section 5.3 of the Agreement, Settlement Class Members
4 must complete a valid and timely Claim Form and submit the Claim Form to the Settlement
5 Administrator no later than the Claim Filing Deadline (forty-five (45) days after commencement of
6 the notice plan) to be qualified to receive payment under the Settlement.

7 8. **Objection to Settlement.** Class Members who have not submitted a timely written
8 exclusion request pursuant to Paragraph 9 below and who wish to object to the fairness,
9 reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by appearing
10 and raising their objection at the Final Approval Hearing or sending a written objection to the
11 Settlement Administrator that (a) states the case name and number: *Haylee Woodard v. Lilly Lashes,*
12 *LLC*, Case No. 22STCV18692 (Superior Court of California, Los Angeles County); (b) states the full
13 name, address, and telephone number of the Settlement Class Member making the objection; (c)
14 contains a statement that he/she objects to the Agreement and the reasons for the objections; and (d)
15 is signed by the Settlement Class Member making the objection or an authorized representative. Any
16 written objection must be submitted to the Settlement Administrator by U.S. Mail. Written
17 objections must be postmarked no later than the Objection Deadline. The Settlement Administrator
18 must serve on Class Counsel and Lilly Lashes' Counsel a list of Settlement Class Members who have
19 objected along with the substance of those objections no later than seven (7) days prior to the filing
20 date of Plaintiff's motion for final approval. If a Settlement Class Member submits both an exclusion
21 request and an objection, the exclusion request shall take precedence and will be considered valid
22 and binding, and the objection shall be deemed to have been sent by mistake and rejected. Settlement
23 Class Members have the option to appear at the Final Approval Hearing, either in person or through
24 counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or
25 adequacy of the Agreement, or to the award of attorneys' fees.

26 9. **Requesting Exclusion.** Settlement Class Members may elect not to be part of the
27 Settlement Class and not to be bound by this Agreement. To make this election, Settlement Class
28 Members may send a signed letter or postcard to the Settlement Administrator stating: (a) the name

1 and case number of the Action; (b) the full name, address, and telephone number of the person
2 requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement,
3 postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on Class
4 Counsel and Lilly Lashes' Counsel a list of Settlement Class Members who have timely and validly
5 excluded themselves from the Settlement Class no later than seven (7) days prior to the filing date of
6 Plaintiff's motion for final approval. If a Settlement Class Member submits both a Claim Form and
7 an exclusion request, the Claim Form shall take precedence and will be considered valid and
8 binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

9 10. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines in
10 this case are stayed and suspended until further notice from the Court, except for such actions as are
11 necessary to implement the Agreement and this Order.

12 11. **No Admission.** Nothing in this Order is, or may be construed as, an admission or
13 concession on any point of fact or law by or against any Party.

14 12. **Motion for Final Approval.** Plaintiff shall file a motion for final approval of the
15 Settlement, Class Representative Service Payment, and Class Counsel's Fees and Expenses no later
16 than fourteen (14) days prior to the Final Approval Hearing.

17 13. **Final Approval Hearing.** On [DATE], at [] a.m., this Court will hold a Final
18 Approval Hearing to determine whether the Agreement should be finally approved as fair,
19 reasonable, and adequate. This Court may order the Final Approval Hearing to be postponed,
20 adjourned, or continued. If that occurs, the Parties will not be required to provide additional notice to
21 Settlement Class Members.

22 **IT IS SO ORDERED**

23 Date: _____

24 Hon. Elaine Lu
25 Judge of the Superior Court
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27
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EXHIBIT NO. B

IF YOU PURCHASED B FALSE EYELASHES MADE WITH MINK FUR SOLD BY LILLY LASHES LABELED AS “CRUELTY FREE” FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES BETWEEN JUNE 7, 2018 AND [REDACTED], 2024, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
PLEASE READ THIS NOTICE CAREFULLY.

Este aviso es referente al acuerdo propuesto en una demanda colectiva referente a Lilly Lashes. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite [URL].

The Superior Court of California, Los Angeles County, authorized this notice.
This is not a solicitation from a lawyer.

This Notice is to inform you about the settlement of a nationwide class action lawsuit and your rights under the terms of the settlement, including your right to file a claim and receive compensation. The proposed settlement will resolve all claims made against Defendant Lilly Lashes, LLC (“Lilly Lashes”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The lawsuit alleges that Lilly Lashes, LLC (Lilly Lashes) falsely advertised its false eyelashes made with mink fur as “Cruelty Free.” Lilly Lashes denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the Plaintiff. A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on [date], to determine whether the action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, Lilly Lashes will give each Settlement Class Member who properly and timely completes and submits a Claim Form by [DATE] a Cash Benefit in the amount of up to \$10 per unit purchased.

In exchange for the benefits available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

Below is a summary your legal rights and options under this Settlement:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>SUBMIT A CLAIM FORM</p>	<p>This is the only way to get a cash benefit under the Settlement. Visit the settlement website located at www.[] .com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue Lilly Lashes in a separate lawsuit about the claims this Settlement resolves.</p>	<p>Deadline: [Month] [Day], [Year]</p> <p><i>See page [X] for more information about submitting a claim form.</i></p>
<p>DO NOTHING</p>	<p>You will not receive a cash benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.</p>	<p>N/A</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against Lilly Lashes about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).</p>	<p>Deadline: [Month] [Day], [Year]</p> <p><i>See page [X] for more information about excluding yourself from the settlement.</i></p>
<p>OBJECT</p>	<p>If you do not exclude yourself from the Settlement, you may object to the Settlement’s terms by submitting an objection to the Settlement Administrator or, if you are represented by an attorney, by filing a timely written objection in the Superior Court of California, Los Angeles County. The Settlement Administrator will file any objections it receives with the Court for its review in advance of the final approval hearing.</p> <p>An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.</p>	<p>Deadline: [Month] [Day], [Year]</p> <p><i>See page [X] for more information about objecting to the settlement.</i></p>
<p>GO TO A HEARING</p>	<p>If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the final approval hearing. Class Members do not</p>	<p>Hearing Date: [Month] [Day], [Year]</p> <p><i>See page [X] for more information about the fairness hearing.</i></p>

	need to file an objection to state an objection at the hearing. The hearing is open to the public and Settlement Class Members can attend, although they are not required to do so.	
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This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided to those who submitted timely and valid Claim Forms under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

WHAT LAWSUIT IS INVOLVED IN THIS SETTLEMENT? In 2022, a proposed class action lawsuit was filed against Lilly Lashes relating to its false eyelashes made with mink fur sold as “Cruelty Free” that is entitled *Woodard v. Lilly Lashes, LLC*, No. 22STCV18692 (Superior Court of California, Los Angeles County). The Superior Court of California, Los Angeles County is presiding over the lawsuit. The named plaintiff who will also serve as a representative of the Settlement Class (defined below) is Haylee Woodard (“Plaintiff” or “Class Representative”).

WHAT ARE THE LAWSUIT AND THIS SETTLEMENT ABOUT? The Action alleges that Lilly Lashes falsely advertised its false eyelashes made with mink fur as “Cruelty Free.” Plaintiff alleges that Lilly Lashes is liable to her and similarly situated class members who bought the false eyelashes for, among other things, falsely advertising them as cruelty free.

Lilly Lashes denies the allegations asserted in the Action and denies liability or wrongdoing of any kind.

The Court has not decided in favor of either the Plaintiff or Lilly Lashes, and has not evaluated or ruled on any of Plaintiff’s claims or Lilly Lashes’ defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

WHAT IS A CLASS ACTION? In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the “Class” or the “Class Members,” except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Superior Court of California, Los Angeles County will decide whether to approve the Settlement.

WHO IS IN THE SETTLEMENT?

1.1 ARE YOU AFFECTED? You are a member of the Settlement Class affected by the Settlement if you purchased any false eyelashes made with mink fur as “Cruelty Free” from Lilly Lashes for personal, family, household purposes or professional purposes between June 7, 2018 and [DATE OF PRELIMINARY APPROVAL], and excluding (a) any individuals who have pending litigation against Lilly Lashes; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Lilly Lashes or any entity in which Lilly Lashes has a controlling interest; (d) any legal counsel or employee of legal counsel for Lilly Lashes; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff. Members of the Settlement Class are referred to in this Notice as “Class Members” or “Settlement Class Members.”

WHY AM I RECEIVING THIS NOTICE? If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The Superior Court of California, Los Angeles County authorized this notice to inform Settlement Class Members about the Action, the proposed settlement, and Settlement Class Members’ options.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to a cash payment (“Cash Benefit”) in the amount of up to \$10 per unit purchased.

Questions? Visit www.xxxxxxxxxx.com or call (xxx) xxx-xxxx

Lilly Lashes has agreed to establish a non-reversionary Cash Settlement Fund in the amount of Five Hundred Thousand U.S. Dollars (\$500,000) to provide for payment of all Cash Benefits, Class Counsel's attorneys' fees and costs, and any Class Representative Service Payment awarded by the Court.

Settlement Class Members who submit valid Claim Form and either (a) appear in Lilly Lashes' purchase records or (b) affirm under penalty of perjury that they made purchases of false eyelashes made with mink fur labeled as "Cruelty Free" shall be entitled to a cash payment of Ten U.S. Dollars (\$10.00) per unit.

Settlement Class Members who do not appear on Lilly Lashes' purchase records and are unable to provide a valid proof of purchase shall be limited to a cash payment of Ten U.S. Dollars (\$10.00) per household.

Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products.

Should the total amount of valid claims for the Cash Benefit, Class Representative Service Award, Settlement Administration, and Attorneys' fees and costs exceed \$500,000, payments will be adjusted downward on a *pro rata* basis. However, if the total amount of valid claims for the Cash Benefit, Class Representative Service Award, Settlement Administration, and Attorneys' fees and costs are less than \$500,000, payments will be adjusted upward on a *pro rata* basis.

AGREEMENT TO MAKE LABEL AND MARKETING CHANGES

In addition to the Cash Benefit, Lilly Lashes has also agreed to remove the "Cruelty Free" claim from its mink fur lash products in its production cycle, and make changes to its website and other marketing to remove any "Cruelty Free" claims for the products. For details on the label changes, *see* Section 2.3 of the Settlement Agreement, which is available at www.XXXXXXXX.com.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER?

Unless you exclude yourself from the Settlement Class by submitting a request for exclusion (as set forth in the Excluding Yourself From the Settlement Section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the Superior Court of California, Los Angeles County in the *Woodard v. Lilly Lashes, LLC, Case No. 22STCV18692* (Superior Court of California, Los Angeles County) proceeding, including the terms of the settlement, and you will not be able to sue, continue to sue Lilly Lashes or any of the other persons or entities referenced in the "Release by Settlement Class" paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the settlement ("Release"), which describes exactly the legal claims that you give up:

Release by the Settlement Class

Effective immediately upon the Settlement Date and deposit of the settlement consideration with the settlement administrator, Plaintiff and each Settlement Class Member who does not validly and timely exclude themselves from the Settlement shall fully, completely and forever release and discharge the Released Parties from all claims that were alleged in the Complaint, or that could have been alleged, based on, or arising out of the facts and claims alleged in the Complaint and Action, including (1) false and misleading advertising in violation of Business & Professions Code § 17200; (2) false and misleading advertising in violation of Business & Professions Code § 17500; (3) violation of California Civil Code § 1750; (4) unjust enrichment; (5) breach of express warranty;

Questions? visit www.xxxxxxxxxxxxx.com or call (xxx) xxx-xxxx

and (6) negligent misrepresentation arising out of Lilly Lashes' labeling and sale of false eyelashes made with mink fur as "Cruelty Free" ("Released Class Claims").

HOW CAN I GET THE CASH BENEFIT? To obtain a Cash Benefit, you must timely and properly submit a completed Claim Form. If you submit a timely and valid Claim Form, and you either (a) appear in Lilly Lashes' purchase records or (b) affirm under penalty of perjury that you made purchase(s) of Lilly Lashes false eyelashes made with mink fur labeled as "Cruelty Free" you will be entitled to a cash payment of Ten U.S. Dollars (\$10.00) for the number of units claimed. If you submit a timely and valid Claim Form but do not appear on Lilly Lashes' purchase records and are unable to provide a valid proof of purchase, you will be limited to a cash payment of Ten U.S. Dollars (\$10.00) per household. You should submit as many proofs of purchase of Lilly lashes false eyelashes made with mink fur labeled as "Cruelty Free" with your Claim Form that you are able to provide. Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor Lilly Lashes will be responsible for original documents that are lost in the mail.

If you wish to receive a Cash Benefit, you must timely and properly submit a Claim Form no later than [date] ("Claim Filing Deadline").

You can download a Claim Form at www.xxxxxxxx.com.

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Settlement Administrator

ADDRESS
TELEPHONE

You may also complete a Claim Form by submitting it online, at: www.xxxxxxxx.com.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the website, no later than [date] in order to be valid. If your Claim Form is not submitted by [date], your Claim Form is not valid, you will not receive a Cash Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

HOW CAN I GET THE CASH BENEFIT? The Cash Benefit will be issued electronically via Venmo, PayPal, Zelle or Direct Deposit unless the Class Member requests payment in the form of a check.

HOW LONG DO I HAVE TO CASH MY CHECK? You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and Lilly Lashes are not responsible for expired, lost, or stolen checks.

WHEN CAN I GET THE CASH BENEFIT? The Court will hold a hearing on [date] at [time] at the be in Department 9 the Superior Court of California, Los Angeles County, located at 312 North Spring Street, Los Angeles, California 90012, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within a

Questions? Visit www.xxxxxxxxxxxx.com or call (xxx) xxx-xxxx

few months after the Court's final approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement to the Settlement Administrator by U.S. Mail. The request for exclusion must state the following information: (a) the name and case number of this lawsuit, which is *Woodard v. Lilly Lashes, LLC*, Case No. 22STCV18692 (Superior Court of California, Los Angeles County); (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your request for exclusion must be returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **[date]**. If you submit a request for exclusion by mail which is not postmarked by **[date]**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A request for exclusion must be sent by U.S. Mail to:

Lilly Lashes Settlement Administrator

ADDRESS
TELEPHONE
FAX

Any person who submits a complete and timely written request for exclusion shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER? No. Unless you exclude yourself from the Settlement, you give up the right to sue Lilly Lashes and the other persons and entities referenced in the "Release by Settlement Class" paragraph above for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Settlement Class Member, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing. In your objection, you must give reasons why you think the Court should not approve the proposed Settlement. You can also object to the Class Representative's application for a service award. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views.

All written objections must meet all of the following requirements:

- (a) It must state the case name and number *Woodard v. Lilly Lashes, LLC*, Case No. 22STCV18692 (Superior Court of California, Los Angeles County).
- (b) It must state your name, current address, and telephone number.
- (c) It must state that you object to the Settlement and the reasons for your objection(s);

Questions? visit www.xxxxxxxxxxxx.com or call (xxx) xxx-xxxx

(d) It must be signed by the objecting Settlement Class Member or an authorized representative;

To object, you must submit a written objection to the Settlement Administrator by mail by U.S. Mail to:

Lilly Lashes Settlement Administrator

ADDRESS
TELEPHONE
FAX

Class Counsel will ensure that all objections sent to the Settlement Class Members who have not retained their own counsel at their own expense are filed with the Superior Court of California, Los Angeles County in advance of the Fairness Hearing.

You may also appear at the Fairness Hearing in person and object to the settlement regardless of whether you have timely submitted a written objection. An attorney retained at your own expense may also appear at the Final Approval Hearing on your behalf.

You can both object to the Settlement and file a Claim Form. If the Court overrules your objection, you will be bound by the terms of the Settlement.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING? Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? The Court has agreed that the lawyers, who are identified below from the Baird Law Firm and The Spencer Law Firm will act as the "Class Counsel." Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may call any of the attorneys identified under "Class Counsel" below. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

CLASS COUNSEL

William A. Baird
Baird Law Firm
2625 Townsgate Road, 330
Westlake Village, CA 91361
tbaird@bairdlawfirm.org
Toll Free: xxx-xxx-xxx

Jeffrey Spencer
The Spencer Law Firm
2 Venture, Suite 420
Irvine, CA 92618
jps@spencerlaw.net

Questions? Visit www.xxxxxxxxxx.com or call (xxx) xxx-xxxx

Toll Free: xxx-xxx-xxx

HOW WILL CLASS COUNSEL BE PAID? Class Counsel will ask the Court for attorney's fees of 1/3 of the settlement fund and up to \$25,000 in litigation costs for their time and expenses in prosecuting the case. The Parties have no agreement on the amount of Class Counsel's fees, costs, and expenses. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVE REPRESENTING YOU

WHO IS THE CLASS REPRESENTATIVE? The Class Representative that has been appointed by the Court to represent the Class is Plaintiff Haylee Woodard.

WILL THE CLASS REPRESENTATIVE BE PAID? As part of this Settlement and subject to approval by the Court, the Class Representative will apply for an award of \$10,000 to compensate her for her services as the representative of the Settlement Class. Any service amount awarded by the Court to the Class Representative will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representative will be entitled as a Settlement Class Member.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on [date], at [time] a.m./p.m. in Department 9 of the Superior Court of California, Los Angeles County, located at 312 North Spring Street, Los Angeles, California 90012, or such later date as the Court may require. Please check the Settlement Website, available at www.xxxxxxxx.com, or access the Court docket in this case, at XXX, to ensure that the date of the Fairness Hearing has not changed. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award the Class Representative as compensation for her services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE HEARING? No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer to appear at the hearing if you like the Settlement.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get any Cash Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against Lilly Lashes or any of the other persons or entities referenced in the "Release by Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive

Questions? visit www.xxxxxxxxxxxxx.com or call (xxx) xxx-xxxx

Settlement Benefits as a Class Member?” above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this matter if you remain in the Settlement Class. If you want a Cash Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www.xxxxxxxx.com, by contacting Class Counsel, or by accessing the Court docket in this case, at lacourt.org. Please do not telephone the Court or the Court Clerk’s Office to Inquire about this Settlement or the claim process. The Settlement Agreement, the notice documents, the Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel’s fee motion, and all court orders and judgments relating to the Settlement will be available on the website: www.xxxxxxxx.com.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT.

Questions? Visit www.xxxxxxxxxx.com or call (xxx) xxx-xxxx

EXHIBIT NO. C

EMAIL NOTICE

IF YOU PURCHASED FALSE EYELASHES MADE WITH MINK FUR SOLD BY LILLY LASHES LABELED AS “CRUELTY FREE” FOR PERSONAL, FAMILY, HOUSEHOLD, OR PROFESSIONAL PURPOSES BETWEEN JUNE 7, 2018 AND [REDACTED], 2024, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS

*The Superior Court of California, Los Angeles County, authorized this notice.
This is not a solicitation from a lawyer.*

YOUR UNIQUE ID:	[REDACTED]
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

On [DATE], the Superior Court of California, Los Angeles County granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement and Settlement Class Members’ options. Because you may be a Settlement Class Member, you may be eligible to receive a **payment** from the Settlement.

If the Court gives final approval to the Settlement, Lilly Lashes will give each Settlement Class Member who properly and timely completes and submits a Claim Form by [DATE] a cash payment in the amount of up to \$10 per unit purchased.

Should the total amount of valid claims for the Cash Benefit, Class Representative Service Award, and Attorneys’ fees and costs exceed \$500,000, payments will be adjusted downward on a pro rata basis. However, if the total amount of valid claims for the Cash Benefit, Class Representative Service Award, and Attorneys’ fees and costs are less than \$500,000, payments will be adjusted upward on a pro rata basis.

Please visit www.XXXXXXX.com for more information. After you read the information in this notice, you may click on the button below to file a claim:

FILE A CLAIM

Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente pestañas postizas hechas con piel de visón vendidas por Lilly Lashes etiquetadas como “Cruelty Free.” El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite www.XXXXXXX.com.

WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?

The lawsuit alleges that Lilly Lashes, LLC (Lilly Lashes) falsely advertised its false eyelashes made with mink fur as “Cruelty Free.” Lilly Lashes denies Plaintiff’s allegations and denies liability or any wrongdoing of any kind associated with the claims asserted in this lawsuit.

The Court has not decided in favor of any party and has not evaluated Plaintiff’s claims or Lilly Lashes’ defenses. The parties have entered into a settlement to compromise disputed claims. In settling the litigation, neither side admits the allegations or arguments of the other.

WHO IS AFFECTED BY THE SETTLEMENT?

You are a Settlement Class Member affected by the Settlement if you purchased any false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” for personal, household, family, or professional use between June 7, 2018 and [DATE] excluding (a) any individuals who have pending litigation against Lilly Lashes; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Lilly Lashes or any entity in which Lilly Lashes has a controlling interest; (d) any legal counsel or employee of legal counsel for Lilly Lashes; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff (collectively, “Settlement Class Members”).

For more details about who is affected, visit www.XXXXXXXXXX.com.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement, Settlement Class Members who submit a valid Claim Form and either (a) appear in Lilly Lashes’ purchase records or (b) affirm under penalty of perjury that they made purchases of false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” shall be entitled to a cash payment of up to Ten U.S. Dollars (\$10.00) per unit.

Settlement Class Members who do not appear on Lilly Lashes’ purchase records and are unable to provide a valid proof of purchase shall be limited to a cash payment of Ten U.S. Dollars (\$10.00) per household.

Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products.

Lilly Lashes has also agreed to remove the “Cruelty Free” claim from its mink fur lash products in its production cycle, and make changes to its website and other marketing to remove any “Cruelty Free” claims for the products. For details on the label changes, *see* Section 2.3 of the Settlement Agreement, which is available at www.XXXXXXXXXX.com.

For more details about the settlement benefits, read the Long Notice or Settlement Agreement available at www.XXXXXXXXXX.com. You may also call (XXX) XXX-XXXX.

WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue Lilly Lashes about the claims in the lawsuit.

Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at www.XXXXXXXXXX.com. You may also call (XXX) XXX-XXXX.

WHAT ARE YOUR OPTIONS?

File a claim. Filing a claim is the only way to get a Cash Benefit under the Settlement. Click the button at the top of this notice or visit the settlement website, www.XXXXXXXXXX.com, to file a claim electronically. If you file a claim, you will give up the right to sue Lilly Lashes in a separate lawsuit about the claims this Settlement resolves. You have until [DATE] to file a claim.

Exclude yourself from the Settlement. If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a written notice of your intention to opt out of the Settlement to the Settlement Administrator by U.S. mail to the following address: [\[MAILING ADDRESS\]](#). If you opt-out, you will receive no money, but you will keep your right to sue Lilly Lashes for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at [www.XXXXXXXXX.com](#). You may also call [\(XXX\) XXX-XXXX](#). A request for exclusion must be postmarked **no later than [date]**.

Object to the Settlement. If you do not exclude yourself, you may object to the Settlement. You may both object and submit a claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the Full Notice or Settlement Agreement available at [www.XXXXXXXXX.com](#). You may also call [\(XXX\) XXX-XXXX](#). Any objection must be in writing and mailed to the Settlement Administrator at the address below and postmarked **no later than [date]**.

Do nothing. You will not receive a settlement benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves. For more details about your Options, read the Long Notice available at [www.XXXXXXXXX.com](#) or call [\(XXX\) XXX-XXXX](#).

THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing on [\[date\]](#) at [\[time\]](#) to decide whether to approve the Settlement. The hearing will be in Department 9 of the Superior Court of California, Los Angeles County, located at 312 North Spring Street, Los Angeles, California 90012. The Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to the class representative as compensation for her services for the Settlement Class, and what amount to award Class Counsel for their attorneys’ fees and costs. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Cash Benefit, you must timely and properly submit a completed Claim Form **no later than [date]**. The Claim Form may be submitted online at [www.XXXXXXXXX.com](#) **no later than [date]** or by mail but must be postmarked **no later than [date]**. Claim Forms are available at [www.XXXXXXXXX.com](#) or you may request one by calling [\(XXX\) XXX-XXXX](#). You may also file a claim by clicking on the “File A Claim” button below or at the top of this email.

FILE A CLAIM

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

QUESTIONS?

 Visit [www.XXXXXXXXX.com](#)



Call (XXX)XXX-XXXX



Write Lilly Lashes Settlement Administrator c/o [name] [address]

EXHIBIT NO. D

Woodard v. Lilly Lashes
Notice of Class Action Settlement
c/o

**PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
SAN FRANCISCO, CA
PERMIT NO.**

Legal Notice

You are receiving this notice because
you may be a class member in the
pending settlement

The Los Angeles Superior Court has
Authorized this notice.
You are not being sued.
This is not a solicitation from a lawyer.

IF YOU PURCHASED FALSE EYELASHES MADE WITH MINK FUR SOLD BY LILLY LASHES LABELED AS “CRUELTY FREE” FOR PERSONAL, FAMILY, HOUSEHOLD, OR PROFESSIONAL PURPOSES BETWEEN JUNE 7, 2018 AND _____, 2024, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS in the case of Woodard v. Lilly Lashes pending in Los Angeles Superior Court Case No 22STCV18692.

The lawsuit alleges Lilly Lashes, LLC (Lilly Lashes) falsely advertised its false eyelashes made with mink fur as “Cruelty Free.” Lilly Lashes denies Plaintiff’s allegations and denies liability or any wrongdoing of any kind associated with the claims asserted in this lawsuit. The Court has not decided in favor of any party and has not evaluated Plaintiff’s claims or Lilly Lashes’ defenses. The parties have entered into a settlement to compromise disputed claims. In settling the litigation, neither side admits the allegations or arguments of the other. However, your rights are affected, and you must make a choice in accordance with the instructions set forth in the Class Notice.

If the Court approves the Settlement, Settlement Class Members who submit a valid Claim Form and either (a) appear in Lilly Lashes’ purchase records or (b) affirm under penalty of perjury that they made purchases of false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” shall be entitled to a cash payment of up to Ten U.S. Dollars (\$10.00) per unit. Settlement Class Members who do not appear on Lilly Lashes’ purchase records and are unable to provide a valid proof of purchase shall be limited to a cash payment of Ten U.S. Dollars (\$10.00) per household. Lilly Lashes has also agreed to remove the “Cruelty Free” claim from its mink fur lash products in its production cycle, and make changes to its website and other marketing to remove any “Cruelty Free” claims for the products.

For important information regarding the case, you should visit www._____ to review the Long Form Notice, Settlement Agreement and claim form, you may also contact the settlement administrator at _____. The claims and opt out deadline is ____2025. You should follow these instructions as soon as possible.

EXHIBIT NO. E

PUBLICATION NOTICE

IF YOU PURCHASED FALSE EYELASHES MADE WITH MINK FUR SOLD BY LILLY LASHES LABELED AS “CRUELTY FREE” FOR PERSONAL, FAMILY, HOUSEHOLD, OR PROFESSIONAL PURPOSES BETWEEN JUNE 7, 2018 AND [REDACTED], 2024, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS in the case of Woodard v. Lilly Lashes pending in Los Angeles Superior Court Case No 22STCV18692.

WHO IS AFFECTED BY THE SETTLEMENT?: You are a Settlement Class Member affected by the Settlement if you purchased any false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” for personal, household, family, or professional use between June 7, 2018 and [DATE] excluding (a) any individuals who have pending litigation against Lilly Lashes; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Lilly Lashes or any entity in which Lilly Lashes has a controlling interest; (d) any legal counsel or employee of legal counsel for Lilly Lashes; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff (collectively, “Settlement Class Members”).

WHAT IS THE LAWSUIT ABOUT?: The lawsuit alleges that Lilly Lashes, LLC (Lilly Lashes) falsely advertised its false eyelashes made with mink fur as “Cruelty Free.” Lilly Lashes denies Plaintiff’s allegations and denies liability or any wrongdoing of any kind associated with the claims asserted in this lawsuit. The Court has not decided in favor of any party and has not evaluated Plaintiff’s claims or Lilly Lashes’ defenses. The parties have entered into a settlement to compromise disputed claims. In settling the litigation, neither side admits the allegations or arguments of the other.

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit a valid Claim Form and either (a) appear in Lilly Lashes’ purchase records or (b) affirm under penalty of perjury that they made purchases of false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” shall be entitled to a cash payment of up to Ten U.S. Dollars (\$10.00) per unit. Settlement Class Members who do not appear on Lilly Lashes’ purchase records and are unable to provide a valid proof of purchase shall be limited to a cash payment of Ten U.S. Dollars (\$10.00) per household. Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products. Lilly Lashes has also agreed to remove the “Cruelty Free” claim from its mink fur lash products in its production cycle, and make changes to its website and other marketing to remove any “Cruelty Free” claims for the products. For details on the label changes, see Section 2.3 of the Settlement Agreement, which is available at www.XXXXXXX.com.

HOW TO GET MORE INFORMATION AND FILE A CLAIM?: For important information regarding the case, you should visit www._____ to review the Long Form Notice, Settlement Agreement and claim form, you may also contact the settlement administrator at _____. The claims and opt out deadline is ____2025. You should follow these instructions as soon as possible.

EXHIBIT NO. F

CLAIM FORM

Your claim must be submitted online or if mailed, postmarked no later than **[date]**

Lilly Lashes Settlement Administrator
ADDRESS
www.WEBSITE.com

Section I -Instructions

*This Form must be submitted online or postmarked no later than **[DATE]**.*

This Claim Form may be submitted in one of two ways:

1. Electronically through the settlement website, at www.WEBSITE.com OR
2. By printing and mailing the Claim Form to: **[ADMINISTRATOR ADDRESS]**

To be effective as a claim under the proposed Settlement, this Claim Form must be completed, signed, and sent, as outlined above, **no later than [DATE]**. If this Claim Form is not postmarked or received by this date, you will remain a member of the Settlement Class, but will not receive any payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Section II – Your Information (if not pre-filled please print information below)

Claimant Name (Required):

First name

Last Name

Claimant Identification Number* (Optional):

Claim Identification Number: (**Your Claimant Identification Number was on the notice of the Settlement you received by email or by postal mail, if you received such notice. If you did not receive such notice and/or do not have a Claimant Identification Number you may leave this line blank without it affecting your ability to receive a Settlement Benefit*)

Current Contact Information

Mailing Address (Required)

City (Required)
(Required)

State (Required)

Zip

Email Address (Required)

(_____) _____ - _____
Phone Number (Required) (Cell Phone Preferred)

Your contact information will be used by the Settlement Administrator to contact you, if necessary, about your claim.

Section III – Confirmation of Settlement Class Membership

By submitting this form, I attest that I purchased at least one unit of false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” for personal, family, professional, or household purposes between June 7, 2018 and **[DATE]**.

I also attest that (a) I do not have pending litigation against Lilly Lashes; (b) I did not file a timely request for exclusion; (c) I am not an officer, director, or employee, or immediate family member of the officers, directors, or employees, of Lilly Lashes or any entity in which Lilly Lashes has a controlling interest; (d) I have not served as legal counsel or as an employee of legal counsel for Lilly Lashes; (e) I am not a federal, state, or local government entity; and (f) I am not a judicial officer presiding over the Action or a member of their immediate family or judicial staff.

Section IV - Claiming Your Cash Benefit

If you purchased false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” for personal, family or household purposes between June 7, 2018 and **[DATE]** and have confirmed you are a settlement class member in Section III above, please fill in the information below and confirm each statement as being true by adding your initials where noted.

1. I would like to obtain my settlement benefit in the form of:

[NOTE: DETAILED INFORMATION TO BE INSERTED FOLLOWING CONSULTATION WITH SETTLEMENT ADMINISTRATOR]

2. I have documentation, such as an original or photocopy Proof of Purchase showing I purchased two or more units of the false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free. between June 7, 2018 and **[DATE]**, and I am submitting all documentation of my multiple purchases that I am able to provide with this Claim Form to the Settlement Administrator as instructed below. Please **retain copies** of the documentation.

- Yes, or
- No

Section V – Instructions for Providing Claim Form and Proofs of Purchase to Settlement Administrator

1. Electronically through the settlement website, at www.WEBSITE.com

Or

2. By U.S. Mail to: [ADMINISTRATOR ADDRESS]

You should submit proof of purchase for all units of the false eyelashes made with mink fur sold by Lilly Lashes labeled as “Cruelty Free” that you are able to provide. Examples of proof of purchase include receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products. Please **retain copies** of all documentation sent to the Settlement Administrator, including the Claim Form.

Please remember, the completed Claim Form, and any original or photocopy of your Proof of Purchase if you are submitting it, must be submitted (or postmarked, if mailed) by no later than [DATE].

Section VI – Manner of Transmission of Cash Benefit

The Settlement Administrator will send the Cash Benefit electronically via Venmo, PayPal or Direct Deposit, whichever method you choose below. You acknowledge that if you do not choose Venmo, PayPal or Direct Deposit, or if you do not provide complete or correct information for the Settlement Administrator to provide the payment electronically, payment will likely be sent by U.S. Mail and you may not receive payment as quickly. The Settlement Administrator and Lilly Lashes are not responsible for checks that do not arrive by U.S. Mail and may not reissue checks that are claimed as lost or stolen.

For PayPal

Please provide the email address associated with your PayPal account (if applicable):

For Venmo

Please provide the username associated with your Venmo account (if applicable):

For Direct Deposit

Please provide your relevant routing and account number.

Routing (if applicable):

Account (if applicable):

If you do not elect PayPal, Venmo or Direct Deposit check below:

I wish to receive payment by check sent via U.S. mail.

If you select check, the check will be provided to the current contact information you provided in Section II.

Questions? Call 1-8XX-XXX-XXXX or visit www.xxxxxx.com

EXHIBIT NO. G

REQUEST FOR EXCLUSION FORM

This is not a claim form. This is a request to be excluded from the Woodard v. Lilly Lashes class action settlement. By submitting this form you will not be part of the class action and will not receive any money from the settlement and will retain your rights to bring your own lawsuit against the Defendants for the claims alleged in the Woodard v. Lilly Lashes class action.

I do not want to receive any money from the Woodard v. Lilly Lashes class action settlement and want to be excluded from the settlement.

Name: _____

Address: _____

Telephone Number: _____

Dated: _____

Signature: _____

To be valid this Request for Exclusion Form must be mailed to the Woodard v. Lilly Lashes Settlement Administrator at the address below and must be postmarked no later than _____ (45 Days from the initial date of mailing)

Woodard v. Lilly Lashes Settlement Administrator

Address:

1 **PROOF OF SERVICE**

2 State of California)
3 County of Orange)

4 I am employed in the County of Orange, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 2 Venture, Suite 220, Irvine, CA 92618.

5 On December 17, 2024, I served the Motion for Preliminary Approval and supporting declarations, Settlement Agreement and Proposed Order on the interested parties in this action electronically via email to the addresses listed below:
6

<u>Co-Counsel for Plaintiffs</u>	<u>Attorneys for Defendants</u>
<p>7 BAIRD LAW FIRM, APC 8 William Anthony Baird (SBN 192675) 9 2625 Townsgate Rd., Suite 330 10 Westlake Village, CA 91361 11 Tel. (805) 267-1209 12 E-mail: tbaird@bairdlawfirm.org</p>	<p>Locke Lord LLP Daniel A. Solitro (SBN: 243908) dsolitro@lockelord.com William Mullen (SBN: 297272) william.mullen@lockelord.com 300 S. Grand Avenue, Suite 2600 Los Angeles, California 90071 Telephone: (213) 485-1500 Facsimile: (213) 485-1200</p>

14 BY ELECTRONICALLY via Caseanywhere to the email addresses listed above

15 BY U.S. MAIL:

16 Executed on December 17, 2024 at Irvine, California. I declare under penalty of perjury under the laws of
17 the State of California that the foregoing is true and correct.

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By: /s/ Jeffrey Spencer
JEFFREY SPENCER Esq.
Attorneys for Plaintiffs