

STIPULATED CLASS SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Class Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiff Danielle Skarpnes (“Plaintiff”), on the one hand, and Defendant Elixir Cosmetics OPCO, LLC (“Elixir” 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 will file a putative class action complaint in the Superior Court of California, County of Solano no later than October 16, 2023. The complaint will allege Elixir failed to disclose material information regarding its Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum products (the “Products”) containing isopropyl cloprostenate (“IC”) and the potential side effects and risks of adverse reactions allegedly presented by IC. Plaintiff’s complaint will allege claims on behalf of herself and a class of consumers for violations of the California Consumers Legal Remedies Act (California Civil Code section 1750, *et seq.*), the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*), the California False Advertising Law (Cal. Bus. & Prof. Code § 17500, *et seq.*), and claimed express and implied warranties through marketing and sale of the Products. The case will be styled “*Danielle Skarpnes v. Elixir Cosmetics OPCO, LLC*, Case No. CU23-04638 (Superior Court of California, County of Solano” (the “Action”). The Action will not name any other defendants except Elixir.

B. Elixir denies the allegations that will be 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. Elixir stands behind the safety, as well as the regulatory status of, the Products as cosmetics. Elixir denies that it has marketed the Products for anything other than cosmetic uses, and maintains that these Products were never intended to affect the structure and/or function of the human body, as those terms are used at 21 U.S.C. § 321(g)(1)(C) and in Cal. Health & Safety Code § 109925(c). By entering into this Agreement, Elixir 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 Elixir conducted a thorough investigation of the facts and analyzed the relevant legal issues regarding the claims to be asserted in the Action.

D. In light of the above and in order to avoid the expense, risks and uncertainty of litigation, and after extensive arms-length negotiations, the Parties have reached 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 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 with documentary proof of multiple purchases or a Settlement Class Member that Elixir’s internal records confirm made multiple purchases.

1.4 As used herein, the term “*Cash Settlement Fund*” means the \$2,300,000 non-reversionary cash settlement fund.

1.5 As used herein, the term “*Claim*” means a request made by a Settlement Class Member in order 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 no later than thirty (30) days before the Final Approval Hearing.

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, County of Solano.

1.10 As used herein, the terms “*Defendant*” and “*Elixir*” mean the named Defendant Elixir Cosmetics OPCO, LLC in the Action.

1.11 As used herein, the terms “*Defendant’s Counsel*” and “*Elixir’s 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, Elixir’s Counsel, and the Court, to be provided to Settlement Class Members under Section 5.2(d) 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 at least sixty days (60) days after entry of preliminary approval, 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. The proposed Final Order and Judgment that Plaintiff submits to the Court for its approval shall be substantially similar to the form attached as **Exhibit G**.

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, Elixir’s 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 **Exhibit F**.

1.18 As used herein, the term “*Internet Notice*” means a social media campaign and/or Banner Advertisements that (combined with the Email Notice and Mailed Notice will provide at least a 70% reach) will direct people to the Settlement Website to complete an online Claim Form.

1.19 As used herein, the term “*Mailed Notice*” means the postcard legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, Elixir’s Counsel and the Court, to be provided to Settlement Class Members under Section 5.2(e) of this Agreement via regular postal mail. The Mailed Notice shall be substantially similar to the form attached as **Exhibit D**.

1.20 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 Class Representative Service Payment and Plaintiff’s Counsel’s Fees and Expenses.

1.21 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 sixty (60) days in duration.

1.22 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 at least sixty (60) days after entry of the Preliminary Approval Order, and at least thirty (30) days prior to the Final Approval Hearing.

1.23 As used herein, the terms “*Plaintiff’s Counsel*” and “*Class Counsel*” mean the law firm of Farnese P.C.

1.24 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.

1.25 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**.

1.26 As used herein, “*Product*” or “*Products*” means Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum.

1.27 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; (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.

1.28 As used herein, the term “*Released Parties*” means Defendant Elixir 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 Elixir 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.

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

1.30 As used herein, the term “*Settlement Administrator*” means AI Class Solutions (AICS) who will provide notice and claims administration for the Settlement, subject to approval of the Court.

1.31 As used herein, the term “*Settlement Administration Costs*” means the amount paid to the Settlement Administrator by Elixir (as separate from the Cash Settlement Fund) up to \$300,000 (excluding any postage fees exceeding that amount) for administering the Settlement.

1.32 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.

1.33 As used herein, the term “*Settlement Class*” means, for settlement purposes only, all persons in the United States or its territories who purchased any Elixir Product for personal, family, household, or professional purposes between June 1, 2019 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 Elixir; (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 Elixir or any entity in which Elixir has a controlling interest; (d) any person who has acted as a consultant of Elixir; (e) any legal counsel or employee of legal counsel for Elixir; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

1.34 As used herein, the term “*Settlement Class Member*” means each member of the Settlement Class who does not file a timely request to be excluded from the Settlement.

1.35 As used herein, the term “*Settlement Class Period*” means between June 1, 2019 and the date of entry of the Preliminary Approval Order.

1.36 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 Elixir; (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 (i) 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 (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review.

1.37 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. Elixir will establish a non-reversionary Cash Settlement Fund of TWO MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,300,000.00).

- (a) The Cash Settlement Fund shall be used to pay all Cash Benefits, all Cash Repeat Purchase Benefits, the Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.
- (b) On or before thirty (30) calendar days after entry of the Preliminary Approval Order, Elixir shall deposit 25% of the Cash Settlement Fund Amount (\$575,000.00) with the Settlement Administrator to be held in escrow by the Settlement Administrator as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, et seq.
- (c) On or before thirty (30) calendar days prior to the Final Approval Hearing, Elixir shall deposit another 25% of the Cash Settlement Fund Amount (\$575,000.00) with the Settlement Administrator.
- (d) On or before seven (7) calendar days after the Final Approval Hearing, Elixir shall deposit the remaining 50% of the Cash Settlement Fund Amount

(\$1,150,000.00) with the Settlement Administrator.

- (e) In the event that that Settlement does not become final as described in Section 4.5, the Settlement Administrator shall return all amounts deposited in the Cash Settlement Fund to Elixir within seven (7) calendar days.

2.2 Net Settlement Fund. The Net Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of the 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 \$25.00 per unit to all Authorized Claimants. Authorized Claimants without Proof of Purchase are limited to a maximum Cash Benefit of \$25.00 per household.
- (b) Any remaining funds in the Net Settlement Fund after the first distribution in 2.2(a) will be allocated *pro rata* in a second distribution to Authorized Claimants who appear in Elixir's purchase records or who submitted Proof of Purchase, in an additional amount up to \$25.00 per unit purchased as established by valid Proof of Purchase or Elixir's purchase records.
- (c) Should the total amount of valid claims for the Cash Benefit, Class Representative Service Award, and Plaintiff's Counsel's Fees and Expenses exceed \$2,300,000, 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 Award, and Plaintiff's Counsel's Fees and Expenses are less than \$2,300,000, payments will be adjusted upward on a *pro rata* basis.
- (d) Payments for Cash Benefits may be issued in the form of a paper check or digital payment (e.g., ACH, InstantPay, PayPal, Venmo, Zelle, etc.) to the Claimant as indicated on the Claim Form. Checks will be sent via U.S. 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. No later than sixty (60) days after the Settlement Date, the label changes reflected in **Exhibit F** will be added to Elixir's Products currently in production, and changes to Elixir's website and training contemplated by **Exhibit F** will be implemented. Products that are already packaged at the time the new labels are added to the production line will not be changed. The Parties agree that Elixir may sell through any inventory of Product with the existing labels, provided that the other changes are timely implemented. These changes shall remain in effect for a period of at least twelve (12) months from the Settlement Date. However, Elixir shall have the right make label changes and changes to its website and training during that twelve (12)

month period if required by law or regulation or to otherwise enhance product application or safe use.

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 \$2,500 in recognition of her efforts and activities in furtherance of both the litigation and this Agreement. 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 Elixir will not be obligated to pay any Class Representative Service Payment in excess of \$2,500. 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 entry of the Final Order and Judgment. 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 Plaintiff shall move the Court, at least thirty (30) days before the Objection Deadline and the Exclusion Deadline, for approval of an award of Plaintiff's Counsel's Fees. The Parties have not discussed, nor agreed to, any particular amount of Plaintiff's Counsel's Fees. 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 entry of the Final Order and Judgment. Except as otherwise provided herein, Plaintiff's Counsel and Elixir's 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 Awards 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.

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 Plaintiff and Settlement Class. Effective immediately upon the Settlement Date, Plaintiff and each Settlement Class Member who does not timely opt-out of the Settlement 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 and each Settlement Class Member 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"). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

3.2 Release by Defendant. "Elixir's Released Claims" means all claims, including "Unknown Claims" as defined in Section 3.3, that Elixir 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 ("Elixir Parties") may have against Plaintiff, Settlement Class Members that did not 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 Elixir 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 Elixir's Released Claims; (ii) shall forever be enjoined from prosecuting any one of Elixir's Released Claims; and (iii) agree and covenant not to sue on the basis of any of Elixir's Released Claims or to assist any third-party in commencing or maintaining any such suit related to any of Elixir's Released Claims.

3.3 Release of Unknown Claims. 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, with the sole exception being any personal injury or disease claims held by Settlement Class Members which are specifically excluded from the release in Section 3.1 above. In furtherance of this intention, each Plaintiff and each Settlement Class Member that did not timely request exclusion from the Settlement Class, and each of the Elixir Parties acknowledges and agrees that s/he 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 each Settlement Class Member who did not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he 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.

3.4 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 Elixir. 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 Elixir, or be used or offered in any action or proceeding or received in evidence against Elixir 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. Elixir 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 within twenty-five (25) days of filing the Action and, for the purposes of settlement only, Elixir 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, Internet 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 law firm Farnese P.C. 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**. Elixir 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 Elixir's counsel with the motion for preliminary approval that Plaintiff intends to file at least three (3) days before filing the motion with the Court. Elixir 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 and 3.3 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.

The proposed Final Order and Judgment shall be substantially similar to the form attached as **Exhibit G**. Elixir 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 Elixir's counsel with the motion for final approval that Plaintiff intends to file at least three (3) days before filing the motion with the Court. Elixir 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 Elixir a declaration confirming that notice to the Settlement Class has been provided in accordance with Section 5 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 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 of their rights, remedies and defenses, including but not limited to Elixir's right to challenge class certification on any and all grounds. In the event that the court does not approve the Settlement, Elixir 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 Award 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 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 by Elixir (separate from the Cash Settlement Fund) up to \$300,000 (excluding any postage fees exceeding that amount). On or before fourteen (14) calendar days after entry of the Preliminary Approval Order, Elixir shall pay the estimated Settlement Administration Costs to the Settlement Administrator. Elixir's 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 consultation with the Settlement Administrator. Any revisions to the substance of the forms will

be agreed to by Plaintiff's Counsel and Elixir's Counsel. Notice shall include all of the following:

- (a) The web address for the Settlement Website will be www.blsettlement.com or a name substantially similar and approved in advance by Elixir. 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, Complaint, 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 Elixir's 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, Elixir's 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) Internet Notice shall consist of a social media campaign and/or banner advertisements that, when combined with the Email and Mailed Notices, will reach at least a 70% reach that will direct people to the Settlement Website to complete an online Claim Form. The Internet Notice shall be substantially similar to the Email Notice, unless otherwise agreed to by the Parties. The Settlement Administrator will provide the Internet Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order.
- (d) Email Notice shall be sent via Email to the extent such addresses are kept by Elixir. 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 Elixir maintains both a physical address and email address, shall be sent an Email Notice. If the Email Notice is undeliverable, those Class Members shall receive a Mailed Notice.
- (e) Mailed Notice shall 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 Elixir. Before mailing the Mailed Notice, the Settlement Administrator shall update the addresses provided by Elixir 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**.

- (f) 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 to the Settlement Class Members to whom it has sent Email Notice. The Reminder Notice may also include reminders on social media. The Reminder Notice shall be substantially similar to the Email Notice, unless otherwise agreed to by the Parties.
- (g) 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 state-wide in California, which shall be selected by counsel for the Parties. The Publication Notice shall be substantially similar to the Email Notice, unless otherwise agreed to by the Parties. The Settlement Administrator will provide the Publication Notice on or before 30 (30) calendar days after entry of the Preliminary Approval Order.
- (h) A live 24/7 call center 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.
- (i) 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 review Claim Forms in real-time for validity and indications of fraud using ClaimScore. All Settlement Class Members who timely submit Claim Forms that meet the requirements of the Settlement Agreement and receive a ClaimScore of 700 or more will be deemed Authorized Claimants.

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 Claims Form that the Claimant is a Settlement Class Member.

5.5 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 5.6 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by sending a written objection to the Settlement Administrator that (a) states the case name and number: *Danielle Skarpnes v. Elixir Cosmetics OPCO, LLC*, Case No. CU23-04638 (Superior Court of California, County of Solano) (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 Elixir's Counsel a list of Settlement Class Members who have objected along with the substance of those objections no later than seven (7) calendar days prior to the filing date of Plaintiff's motion for final approval. 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 have the option to appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees regardless of whether they have timely submitted a written objection to the Settlement Administrator.
- (b) Settlement Class Members who have retained their own counsel at their own expense to prepare a written objection must have their counsel file the objection that counsel prepares on their behalf on the docket with the Superior Court of California, County of Solano in addition to mailing it to the Settlement Administrator as described above. Settlement Class Members may also have their own attorney retained at their own expense appear at the Final Approval Hearing if their counsel notices his or her

intention to appear on the docket seven (7) days before the Final Approval Hearing.

- (c) Class Counsel will ensure that all objections sent to the Settlement Class Members who have not retained their own counsel are filed with the Superior Court of California, County of Solano 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 the Exclusion Deadline. The Settlement Administrator must serve on Class Counsel and Elixir's Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class no later than seven (7) calendar days prior to the filing date of Plaintiff's motion for final approval. 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.

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 Elixir 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 Elixir.

6.6 Intervening Change of Law. Except as expressly provided herein in relation to the Injunctive Relief, 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, County of Solano 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 of the undersigned parties.

6.17 Dismissal with Prejudice. Plaintiff and Settlement Class Members shall provide a Release as described herein. Thereafter the court will dismiss the Action with prejudice, except that, prior to such dismissal with prejudice, the Parties agree that the court shall retain jurisdiction for three (3) years from the Settlement Date over the interpretation, effectuation, and implementation of this Agreement to ensure compliance with payment of the Settlement as provided herein.

6.18 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.

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

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

6.21 Class Counsel Signatories. Because the members of the Settlement Class could potentially be numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Long Form Notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such Long Form Notice, when approved by the court and completed by the Parties, will have the same force and effect as if this Agreement were executed by each Settlement Class Member who does not timely opt out of the Settlement.

6.22 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 Elixir to the attention of Elixir's Counsel, and if to Settlement Class Members to the attention of Plaintiff's Class Counsel on their behalf.

PLAINTIFF'S COUNSEL	ELIXIR'S COUNSEL
<p style="text-align: center;">Peter Farnese Farnese P.C. 700 S. Flower St., Suite 1000 Los Angeles, CA 90017</p>	<p style="text-align: center;">Thomas J. Cunningham Daniel A. Solitro Locke Lord LLP 300 South Grand Avenue, Suite 2600 Los Angeles, CA 90071</p>

6.23 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: Claim Form
- Exhibit F: Injunctive Relief
- Exhibit G: [Proposed] Final Approval Order and Judgment

AGREED TO AND ACCEPTED:

Dated: November 5, 2023

Plaintiff Danielle Skarpnes

By: 

 Danielle Skarpnes

Dated: November __, 2023

Elixir Cosmetics OPCO, LLC

By: _____
 Michael Dewey

PLAINTIFF'S COUNSEL	ELIXIR'S COUNSEL
<p>Peter Farnese Farnese P.C. 700 S. Flower St., Suite 1000 Los Angeles, CA 90017</p>	<p>Thomas J. Cunningham Daniel A. Solitro Locke Lord LLP 300 South Grand Avenue, Suite 2600 Los Angeles, CA 90071</p>

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- Exhibit F: Injunctive Relief
- Exhibit G: [Proposed] Final Approval Order and Judgment

AGREED TO AND ACCEPTED:

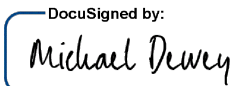
Dated: November __, 2023

Plaintiff Danielle Skarpnes

By: _____
Danielle Skarpnes

Dated: November __, 2023

Elixir Cosmetics OPCO, LLC

By:  _____
Michael Dewey

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Settlement Class:

Dated: November 6, 2023


FARNESE P.C.


By: Peter Farnese

Attorneys for Defendant Elixir Cosmetics OPCO, LLC

Dated: November __, 2023

LOCKE LORD LLP


By: Thomas J. Cunningham

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Settlement Class:

FARNESE P.C.

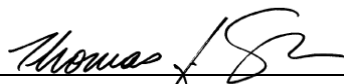
Dated: November __, 2023

By: Peter Farnese

Attorneys for Defendant Elixir Cosmetics OPCO, LLC

Dated: November __, 2023

LOCKE LORD LLP



By: Thomas J. Cunningham

EXHIBIT A

EXHIBIT A

1 On [DATE], this Court heard the unopposed Motion for Preliminary Approval of Class
2 Settlement (“Motion”) filed by plaintiff Danielle Skarpnes (“Plaintiff”) in the pending action against
3 defendant Elixir Cosmetics OPCO, LLC (“Defendant” or “Elixir”) 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 Peter Farnese (“Farnese 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, Internet Notice, Mailed
20 Notice, Reminder Notice, and Publication Notice as provided for in the Agreement collectively
21 constitute 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, at
24 a minimum, seventy percent of the Settlement Class; and (d) the content, form, and method of notice
25 comply fully with the requirements of Code of Civil Procedure Section 382, California Rules of Court
26 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, and
28 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 Farnese
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 Elixir Product for personal, family, household, or professional purposes between June 1, 2019 and
7 the date of the entry of an order granting preliminary approval to the Settlement Agreement excluding
8 (a) any individuals who have pending litigation against Elixir; (b) any Settlement Class Members who
9 file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family
10 members of the officers, directors, or employees, of Elixir or any entity in which Elixir has a
11 controlling interest; (d) any person who has acted as a consultant of Elixir; (e) any legal counsel or
12 employee of legal counsel for Elixir; (f) any federal, state, or local government entities; and (g) any
13 judicial officers presiding over the Action and the members of their immediate family and judicial
14 staff.

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

18 4. **Preliminary Appointment of Class Counsel.** Farnese P.C. is conditionally appointed
19 as Class Counsel for settlement purposes, with Peter J. Farnese of Farnese P.C. conditionally
20 appointed as Class Counsel. Plaintiff and Class Counsel must fairly and adequately protect the
21 Settlement Class's interests.

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

25 6. **Funding of the Settlement Fund.** No later than thirty (30) calendar days after entry of
26 this Order, Elixir shall deposit 25% of the Cash Settlement Fund Amount (\$575,000.00) with the
27 Settlement Administrator to be held in escrow by the Settlement Administrator. On or before thirty
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1 (30) calendar days prior to the Final Approval Hearing, Elixir shall deposit another 25% of the Cash
2 Settlement Fund Amount (\$575,000.00) with the Settlement Administrator.

3 7. **Provision of Class Notice.** Elixir, through the Settlement Administrator, will notify
4 Settlement Class Members of the Settlement in the manner and within the time period specified under
5 Section 5.2 of the Agreement. The Court hereby approves, as to form and content, the proposed Long
6 Form Notice, Email Notice, and Postcard Notice as provided in the Exhibits attached to the Agreement.

7 8. **Funding of Class Notice and Settlement Administration.** On or before fourteen (14)
8 calendar days after entry of this Order, Elixir shall pay the estimated Settlement Administration Costs
9 to the Settlement Administrator.

10 9. **Claim Form.** Pursuant to Section 5.3 of the Agreement, Settlement Class Members
11 must complete a valid and timely Claim Form and submit the Claim Form to the Settlement
12 Administrator no later than the Claim Filing Deadline to be qualified to receive payment under the
13 Settlement.

14 10. **Objection to Settlement.** Class Members who have not submitted a timely written
15 exclusion request pursuant to Paragraph 9 below and who wish to object to the fairness,
16 reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by sending a
17 written objection to the Settlement Administrator that (a) states the case name and number: *Danielle*
18 *Skarpnes v. Elixir Cosmetics OPCO, LLC*, Case No. CU23-04638 (Superior Court of California,
19 County of Solano; (b) states the full name, address, and telephone number of the Settlement Class
20 Member making the objection; (c) contains a statement that he/she objects to the Agreement and the
21 reasons for the objections; and (d) is signed by the Settlement Class Member making the objection or
22 an authorized representative. Any written objection must be submitted to the Settlement Administrator
23 by U.S. Mail. Written objections must be postmarked no later than the Objection Deadline. The
24 Settlement Administrator must serve on Class Counsel and Elixir’s Counsel a list of Settlement Class
25 Members who have objected along with the substance of those objections no later than seven (7) days
26 prior to the filing date of Plaintiff’s motion for final approval. If a Settlement Class Member submits
27 both an exclusion request and an objection, the exclusion request shall take precedence and will be
28 considered valid and binding, and the objection shall be deemed to have been sent by mistake and

1 rejected. Settlement Class Members have the option to appear at the Final Approval Hearing, either in
2 person or through counsel hired at the Settlement Class Member's expense, to object to the fairness,
3 reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees regardless of whether
4 they have timely submitted a written objection to the Settlement Administrator.

5 **11. Requesting Exclusion.** Settlement Class Members may elect not to be part of the
6 Settlement Class and not to be bound by this Agreement. To make this election, Settlement Class
7 Members may send a signed letter or postcard to the Settlement Administrator stating: (a) the name
8 and case number of the Action; (b) the full name, address, and telephone number of the person
9 requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement,
10 postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on Class
11 Counsel and Elixir's Counsel a list of Settlement Class Members who have timely and validly excluded
12 themselves from the Settlement Class no later than seven (7) days prior to the filing date of Plaintiff's
13 motion for final approval. If a Settlement Class Member submits both a Claim Form and an exclusion
14 request, the Claim Form shall take precedence and will be considered valid and binding, and the
15 exclusion request shall be deemed to have been sent by mistake and rejected.

16 **12. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines in
17 this case, including Elixir's deadline for responding to Plaintiff's Complaint, are stayed and suspended
18 until further notice from the Court, except for such actions as are necessary to implement the
19 Agreement and this Order.

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

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

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

3 **IT IS SO ORDERED**

4 Date: _____

Hon. [INSERT]
Judge of the Superior Court

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EXHIBIT B

EXHIBIT B

IF YOU PURCHASED BABE LASH ESSENTIAL LASH SERUM, BABE LASH EYELASH SERUM, BABE AMPLIFYING BROW SERUM OR BABE BROW SERUM ENHANCEMENT SERUMS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES BETWEEN JUNE 1, 2019 AND [REDACTED], 2023, 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 Elixir. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite [www.blsettlement.com].

*The Superior Court of California, Solano 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 Elixir Cosmetics OPCO, LLC (“Elixir”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiff in the class action alleges that Elixir failed to disclose material information to her regarding Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Elixir denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the Plaintiff because Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction and comprehensive product safety testing substantiates the safety of Elixir’s products. No scientific study has ever found that Elixir’s products cause any of the serious adverse events alleged in Plaintiff’s lawsuit. 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, Elixir 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 \$25 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		
SUBMIT A CLAIM FORM	This is the only way to get a cash benefit under the Settlement. Visit the settlement website located at www.blsettlement.com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue Elixir in a separate lawsuit about the claims this Settlement resolves.	Deadline: [Month] [Day], [Year] <i>See page [X] for more information about submitting a claim form.</i>
DO NOTHING	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.	N/A
EXCLUDE YOURSELF FROM THE SETTLEMENT	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 Elixir about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).	Deadline: [Month] [Day], [Year] <i>See page [X] for more information about excluding yourself from the settlement.</i>
OBJECT	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, Solano County. The Settlement Administrator will file any objections it receives with the Court for its review in advance of the final approval hearing. 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.	Deadline: [Month] [Day], [Year] <i>See page [X] for more information about objecting to the settlement.</i>
GO TO A HEARING	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	Hearing Date: [Month] [Day], [Year] <i>See page [X] for more information about the fairness hearing.</i>

	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 2023, a proposed class action lawsuit was filed against Elixir relating to its Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum (the “Enhancement Serums”) that is entitled *Skarpnes v. Elixir Cosmetics OPCO, LLC*, No. CU23-04638. The Superior Court of California, Solano County is presiding over the lawsuit. The named plaintiff who will also serve as a representative of the Settlement Class (defined below) is Daniele Skarpnes (“Plaintiff” or “Class Representative”).

WHAT ARE THE LAWSUIT AND THIS SETTLEMENT ABOUT? The Action alleges that Elixir failed to disclose information regarding Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions. Plaintiff alleges that Elixir is liable to her and similarly situated absent class members who bought the Enhancement Serums for, among other things, the failure to disclose material information about potential side effects.

Elixir denies the allegations asserted in the Action and denies liability or wrongdoing of any kind. Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction. Comprehensive product safety testing substantiates the safety of the Enhancement Serums while no scientific study has ever found that the Enhancement Serums cause any of the serious adverse events alleged in Plaintiff’s lawsuit. Elixir contends that it has always marketed the Enhancement Serums as cosmetics that the U.S. FDA is the sole administrative body authorized to determine the regulatory status of products subject to its jurisdiction, and the FDA has never alleged or found the Enhancement Serums are adulterated, misbranded or unapproved drugs.

The Court has not decided in favor of either the Plaintiff or Elixir, and has not evaluated or ruled on any of Plaintiff’s claims or Elixir’s 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, Solano 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 Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum from Elixir for personal, family, household purposes or professional purposes between June 1, 2019 and [DATE OF PRELIMINARY APPROVAL], and excluding (a) any individuals who have pending litigation against Elixir; (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 Elixir or any entity in which Elixir has a controlling interest; (d) any legal counsel or employee of legal counsel for Elixir; (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

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

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, Solano 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 \$25 per unit purchased.

Elixir has agreed to establish a non-reversionary Cash Settlement Fund in the amount of Two-million, Three Hundred Thousand U.S. Dollars (\$2,300,000) 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. In addition to the Cash Settlement Fund, Elixir has agreed to pay all notice and administration expenses, up to Three Hundred Thousand U.S. Dollars (\$300,000) plus any additional postage fees.

Settlement Class Members who submit valid Claim Form and either (a) appear in Elixir’s purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) shall be entitled to a cash payment of up to Twenty-five U.S. Dollars (\$25.00) per unit.

Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a cash payment of Twenty-five U.S. Dollars (\$25.00) 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, and Attorneys’ fees and costs exceed \$2,300,000, 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 \$2,300,000, payments will be adjusted upward on a *pro rata* basis.

AGREEMENT TO MAKE LABEL AND MARKETING CHANGES

In addition to the Cash Benefit, Elixir has also agreed to revise the instructions for use. Elixir will provide expanded cautionary instructions for use and has agreed to make certain changes in how it advertises the products on its website. For details on these label changes, see Section 2.3 of the Settlement Agreement, as well as the document called “Exhibit F” attached to the Settlement Agreement.

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, Solano County in the *Skarpnes v. Elixir Cosmetics OPCO, LLC*, CU23-04638 proceeding, including the terms of the settlement, and you will not be able to sue, continue to sue Elixir or any of the other persons or entities referenced in the “Release by the 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.

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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, Plaintiff and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant 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 and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Action involving the Enhancement Serums, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, and the labelling of the Product during the Settlement Class Period (“Released Plaintiff’s Claims”). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

Release of Unknown Claims

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, with the sole exception being any personal injury or disease claims held by Settlement Class Members which are specifically excluded from the release in Section 3.1 above. In furtherance of this intention, each Plaintiff and each Settlement Class Member that did not timely request exclusion from the Settlement Class, and each of the Released Defendant Parties acknowledges and agrees that s/he 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.”

Each Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he 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 release set forth above.

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

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 Elixir’s purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) you will be entitled to a cash payment of Twenty-five U.S. Dollars (\$25.00) for the number of units claimed. If you submit a timely and valid Claim Form and are unable to provide a valid proof of purchase, you will be limited to a cash payment of Twenty-five U.S. Dollars (\$25.00) per household. You should submit as many proofs of purchase of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) 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 Elixir 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.blsettlement.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.blsettlement.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 digital payment (e.g., ACH, InstantPay, PayPal, Venmo, Zelle, etc.) 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 Elixir 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 [] the Superior Court of California, Solano County, 580 Texas St, Fairfield, CA 94533, 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 few months after the Court’s final approval.

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

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 *Skarpnes v. Elixir Cosmetics OPCO, LLC*, No. CU23-04638 (Superior Court of California, Solano 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:

Elixir Cosmetics 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 Elixir 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 *Skarpnes v. Elixir Cosmetics OPCO, LLC*, No CU23-04638 (Superior Court of California, Solano 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);

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(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:

Elixir Cosmetics 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, Solano County in advance of the Fairness Hearing.

You may also appear at the Fairness Hearing in person regardless of whether you have timely submitted a written objection

If you are represented by your own counsel, retained at your expense, your counsel must file any written objection that counsel prepares on your behalf on the docket for this case with the Superior Court of California, Solano County in addition to mailing it to the Settlement Administrator as described above. An attorney retained at your own expense may also appear at the Final Approval Hearing on your behalf if your counsel notices his or her intention to appear at the hearing on the docket seven (7) days before the Final Approval Hearing.

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 under "Class Counsel" above and who are from the law firm of Farnese P.C. are 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

Peter J. Farnese
Farnese P.C.
700 S. Flower St., Suite 1000
Los Angeles, California 90017
pjf@farneselaw.com
Toll Free: 855-935-5322

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

HOW WILL CLASS COUNSEL BE PAID? A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. The Parties have no agreement on the amount of Class Counsel's fees, costs, and expenses, but Elixir has agreed to pay the fees and costs that are awarded by the Court. 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 Danielle Skarpnes.

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 \$2500 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 Dept. [] at the Superior Court of California, Solano County, [INSERT] Solano, CA [INSERT], or such later date as the Court may require. Please check the Settlement Website, available at www.blsettlement.com, or access the Court docket in this case, at solano.courts.ca.gov, 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 if that lawyer notices his or her intention to appear at least seven days in advance of the Final Approval Hearing, 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 Elixir or any of the other persons or entities referenced in the "Release by the 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.blsettlement.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.blsettlement.com, by contacting Class Counsel at info@farneselaw.com or 855-935-5322 (Toll Free), by accessing the Court docket in this case, at solano.courts.ca.gov. 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.blsettlement.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.blsettlement.com or call (xxx) xxx-xxxx

EXHIBIT C

EXHIBIT C

EMAIL NOTICE

IF YOU PURCHASED BABE LASH ESSENTIAL LASH SERUM, BABE LASH EYELASH SERUM, BABE AMPLIFYING BROW SERUM OR BABE BROW SERUM ENHANCEMENT SERUMS FOR PERSONAL, FAMILY, HOUSEHOLD, OR PROFESSIONAL PURPOSES BETWEEN JUNE 1, 2019 AND [REDACTED], 2023, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO A CASH PAYMENT

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

YOUR UNIQUE ID:	XXXXXXXXXXXX
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

On [REDACTED], 2023, the Superior Court of California, Solano 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 **cash payment** from the Settlement.

If the Court gives final approval to the Settlement, Elixir 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 \$25 per unit claimed.

Please visit www.blsettlement.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 a Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum o Babe Brow Serum. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite www.blsettlement.com.

WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?

The lawsuit alleges that Elixir Cosmetics OPCO, LLC (Elixir) failed to disclose material information regarding Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum Enhancement Serums and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Plaintiff alleges that Elixir is liable to her for, among other things, the failure to disclose material information about the alleged side effects of Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum.

Elixir denies Plaintiff's allegations and denies liability or any wrongdoing of any kind associated with the claims asserted in this lawsuit. Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction. Comprehensive product safety testing substantiates the

safety of the Enhancement Serums while no scientific study has ever found that the Enhancement Serums cause any of the serious adverse events alleged in Plaintiff's lawsuit. Elixir contends that it has always marketed the Enhancement Serums as cosmetics, that the U.S. FDA is the sole administrative body authorized to determine the regulatory status of products subject to its jurisdiction, and the FDA has never alleged or found the Enhancement Serums are adulterated, misbranded or unapproved drugs.

The Court has not decided in favor of any party and has not evaluated Plaintiff's claims or Elixir's 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 Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum or Babe Brow Serum for personal, household, family, or professional use between June 1, 2019 and [date], 2023 excluding (a) any individuals who have pending litigation against Elixir; (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 Elixir or any entity in which Elixir has a controlling interest; (d) any legal counsel or employee of legal counsel for Elixir; (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.blsettlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement, Settlement Class Members who submit valid Claim Form and either (a) appear in Elixir's purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) shall be entitled to a cash payment of up to Twenty-five U.S. Dollars (\$25.00) per unit.

Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a cash payment of Twenty-five U.S. Dollars (\$25.00) 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.

Elixir has also agreed to revise the Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum instructions for use. Elixir will provide expanded cautionary instructions for use and has agreed to make certain changes in how it advertises the product on its website. For details on the label changes, *see* Section 2.3 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement, which are available at www.blsettlement.com.

For more details about the settlement benefits, read the Long Notice or Settlement Agreement available at www.blsettlement.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 Elixir about the claims in the lawsuit, except for any personal injury or disease claims which are specially excluded from the Settlement.

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.blsettlement.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.blsettlement.com, to file a claim electronically. If you file a claim, you will give up the right to sue Elixir in a separate lawsuit about the claims this Settlement resolves. You have until **Month Day, Year** 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 or credit, but you will keep your right to sue Elixir 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.blsettlement.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.blsettlement.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.blsettlement.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 [] of the Superior Court of California, Solano County, 580 Texas St, Fairfield, CA 94533. The Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the class representatives as compensation for their 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.blsettlement.com **no later than [date]** or by mail but must be postmarked **no later than [date]**. Claim Forms are available at www.blsettlement.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.blsettlement.com



Call (XXX)XXX-XXXX



Write Elixir Cosmetics Settlement Administrator c/o [name] [address]

EXHIBIT D

EXHIBIT D

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any purchase from the Settlement Administrator, you can receive a cash payment from a class action settlement.

What Is the Lawsuit And This Settlement About? The class action lawsuit alleges that Elixir made misrepresentations and failed to disclose material information regarding its Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum (the “Products”), regarding the ingredient Isopropyl Cloprostenate. Elixir denies Plaintiff’s allegations and states that Isopropyl Cloprostenate as used in the Products is safe. The Court has not decided in favor of any party.

Who Is Affected By The Settlement? You are a Class Member affected by the Settlement if you purchased the Products for personal, household, family, or professional use between June 1, 2019 and [date], excluding (a) any individuals who have pending litigation against Elixir; (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 Elixir or any entity in which Elixir has a controlling interest; (d) any legal counsel or employee of legal counsel for Elixir; (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 Does The Settlement Provide? If the Court approves the Settlement, Class Members who submit valid and timely claims and either (a) appear in Elixir’s purchase records or (b) provide valid proof(s) of purchase are be entitled to a cash payment of up to \$25.00 per unit claimed. Settlement Class Members who are unable to provide a valid proof of purchase are limited to a cash payment of up to \$25.00 per household. In exchange for Settlement benefits, 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.

How Do You Get A Settlement Benefit? To obtain a Cash Benefit, you must timely submit a completed Claim Form. The Claim Form may be submitted online at www.blsettlement.com no later than [date], or complete and return a paper claim form by mail postmarked no later than [date]. Claim Forms are available on the website or you may call the number below to request one.

What Are Your Other Options? Exclude yourself. If you do not want to be bound by the Settlement, you may exclude yourself by sending written notice of your intention to opt out to the Settlement Administrator by U.S. mail to the following address: [MAILING ADDRESS]. Requests for exclusion must be submitted by [date]. If you opt out, you will receive no settlement benefits but will keep your right to sue. **Object.** If you do not exclude yourself, you may object to the Settlement. You will still be bound by the Settlement if your objection is rejected. You may both object and file a claim. For details on how to object to the Settlement, visit www.blsettlement.com. Objections must be sent to the Settlement Administrator (address below), or filed with the court by [date]. The Court will hold a hearing on [date] at [time] to decide whether to approve the Settlement. **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 your right to sue.

Questions? Visit www.blsettlement.com for a more detailed notice and other information, call (XXX)XXX-XXXX, or write the Settlement Administrator c/o [name] [address].

DocuSign Envelope ID: AFDD5F61-0B3C-42D4-BCA4-E62B902F1297

Place
Stamp
Here

Write Elixir Cosmetics Settlement Administrator

Attn:

(address)

EXHIBIT E

EXHIBIT E

EXHIBIT E

CLAIM FORM AND INSTRUCTIONS

In order for you to qualify to receive compensation related to *Skarpnes, et al. v. Elixir Cosmetics OPCO LLC*, Case No. CU23-04638, as described in the Notice of this Settlement (the “Class Notice”), you must submit Claim Form by U.S. mail or electronically on the Settlement Website at www.blsettlement.com to substantiate your claim.

REQUIREMENTS FOR FILING A CLAIM FORM

Your claim will be considered only upon compliance with all of the following conditions:

1. You must accurately complete all required portions of the attached Claim Form.
2. You must sign this Claim Form, which includes the Certification. If you file a Claim Form electronically, your electronic signature and submission of the form shall have the same force and effect as if you signed the form in hard copy.
3. By signing and submitting the Claim Form, you are certifying under penalty of perjury that you purchased (the “Products”) in the United States on or after June 1, 2019 and on or before **INSERT**.
4. You must submit a completed Claim Form to receive a payment of up to Twenty-five U.S. Dollars (\$25.00) per unit with Proof of Purchase or a payment of up to Twenty-five U.S. Dollars (\$25.00) per household without Proof of Purchase.
5. You have two ways to complete and submit a Claim Form: (A) you may MAIL the completed and signed Claim Form and Certification by First Class U.S. Mail, postage prepaid, postmarked no later than **INSERT** to:

<p style="text-align: center;">Settlement Administrator XXXXXXXXXX XXXXXXXXXX</p>
--

Or (B) you may complete and submit the Claim Form and Certification using the Settlement Website at www.abrissettlement.com. If you file an electronic Claim Form and have Proof of Purchase of the Products, you must either send your Proof of Purchase to the Settlement Administrator via the website, e-mail at info@blsettlement.com or via U.S. Mail at the Settlement Administrator’s address above. If you do not have Proof of Purchase, below you must identify, to the best of your recollection or records, when and where you purchased the Products.

6. Your failure to complete and submit the Claim Form using the Settlement Website by **INSERT**, or by mail by **INSERT**, will preclude you from receiving any monetary payment in this Settlement. If you submit by mail, you are advised to use (but are not required to use) certified mail, return receipt requested so that you will have a record of the date of mailing.
7. Members of the same household may only submit a single Claim Form.

Submission of this Claim Form does not assure that you will receive compensation related to *Skarpnes, et al. v. Elixir Cosmetics OPCO LLC*. If the Settlement Administrator determines that your claim may be invalid, the Settlement Administrator may reject your claim subject to your right to present information to dispute the Settlement Administrator’s finding. For more information on this process, see Paragraphs 5.3 and 5.4 of the Settlement Agreement, which is available at www.blsettlement.com.

CLAIM FORM

Please print or type

I, _____, state as follows:

FIRST NAME (Claimant)*_____
LAST NAME/Entity (Claimant)*_____
Current Address*_____
Current City*_____
State*_____
Zip Code*_____
Telephone Number (Day)(optional)_____
Telephone Number (Night)(optional)_____
E-mail Address*

IDENTITY OF CLAIMANT (Check appropriate box)

 Individual Legal Representative (attach information showing authority to submit claim) Other (specify, describe on separate sheet)

Product	Quantity	Where Purchased
Babe Lash Essential Lash Serum		
Babe Lash Eyelash Serum		
Babe Amplifying Brow Serum		
Babe Brow Serum		

Please choose one of the following: (a) Check here if you received notice directly by mail or email.

If you received direct notice in the mail or via email, please submit the unique Claim ID & Pin provided in that correspondence. The unique Claim ID is an 8-digit numeric value that can be found on your Postcard Notice, or within the body of the Email Notice. The pin is a 6-digit numeric value that can also be found on your Postcard Notice, or within the body of the email notice.

Claim ID: _____ Pin: _____

 (b) Check here if you have a Proof of Purchase of the Products to submit with your claim.

If you are submitting this Claim Form by mail, please mail a copy of your receipt(s) or other documentation memorializing the purchase of the Products along with this Claim Form to the Settlement Administrator, AI Class Solutions, LLC, P.O. Box **XXXXXXXXXX**.

 (c) Check here if you do not have a Proof of Purchase to submit with your claim.**

**Failure to include Proof of Purchase for claims in which a Proof of Purchase is required (individuals who did not receive notice by email or mail) results in the requirement to set forth when and where you purchased the Products and could result in the rejection of your claim. If you did not receive notice by email or mail and do not have a Proof of Purchase, set forth, to the best of your recollection of records, when and where you purchased the Products: _____.

CERTIFICATIONS*

I have read and am familiar with the contents of the Instructions accompanying this Claim Form and I certify under penalty of perjury that the information I have set forth in the foregoing Claim Form and in documents attached by me are true, correct and complete to the best of my knowledge.

I certify that I purchased the Products in the United States for personal, family, household, or professional purposes on or after June 1, 2019 and on or before INSERT.

I do not have pending litigation against Elixir. I am not an officer, director, or employee, or immediate family member of the officers, directors, or employees, of Elixir or any entity in which Elixir has a controlling interest. I have not acted as a consultant of Elixir. I am not legal counsel or an employee of legal counsel for Elixir or Plaintiff. I am not a federal, state, or local government entity. and I am not a judicial officers presiding over the Action or a member of their immediate family and judicial staff.

I understand that my Claim Form is subject to review by the Settlement Administrator, and that my claim will not be processed unless approved by the Settlement Administrator. I understand that if the Settlement Administrator determines that my claim is fraudulent or contains fraudulent or otherwise false information, my claim will be rejected and not paid.

I certify under penalty of perjury under the laws of the United States that all of the information provided on this Claim Form is true and correct to the best of my knowledge this ____ day of _____, 2023.

Signature

Date

Print name here: _____

If the Claimant is other than an individual, or if the Claimant is not the person completing this form, the following must also be provided:

Name of person signing: _____ Date: _____

Capacity of person signing: _____
(Executor, President, Trustee, etc.)

ACCURATE CLAIMS PROCESSING TAKES TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above Claim Form.
2. Enclose a copy of your Proof of Purchase, if you have the documentation, along with the Claim Form, or otherwise set forth when and where you purchased the Products.
3. Keep a copy of your Claim Form and supporting documentation for your records.
4. If you move or your name changes, please send your new address, new name or contact information to the Settlement Administrator via mail or by calling the Settlement Administrator's toll-free telephone number, each listed in the Notice.

*Fields or Sections are Required to be Completed.

EXHIBIT F

EXHIBIT F

Exhibit A

Elixir Cosmetics OPCO, LLC agrees to make the following changes to its outer packaging, insert and website:

1. Elixir agrees to adopt expanded cautionary warning statements substantially similar to the warning statements contained in Exhibit A1 (the “Expanded Warning Statements”).
2. Elixir agrees to adopt expanded cautionary instructions substantially similar to the instructions contained in Exhibit A2 (the “Expanded Instructions”).
3. Elixir agrees to adopt an ingredient declaration substantially similar to the ingredient declaration contained in Exhibit A3 (the “New Ingredient Declaration”).

Outer Packaging

Elixir agrees to include the Expanded Warning Statements on the outer packaging.

Elixir agrees to include the New Ingredient Declarations on the outer packaging.

Product Insert

Elixir agrees to include the Expanded Instructions, the Expanded Warning Statements and the New Ingredient Declarations on the product insert.

Website

Elixir agrees to include the Expanded Instructions, the Expanded Warning Statements and the New Ingredient Declarations on its website.

Ingredients

Elixir agrees to use the New Ingredient Declaration whenever an ingredient declaration is used.

Exhibit A1

(Expanded Lash Warning Statement)

Warning: For external use. Avoid getting in eyes; if so, immediately rinse thoroughly with cool water. Not for use by customers under the age of 18. Do not use on damaged or irritated skin, if pregnant or nursing or undergoing treatment for glaucoma or cancer. Not recommended if you have ever experienced dry eyes, eye infections, styes or any other eye-related disorder. If redness, irritation or other unwanted effects occur, stop using product immediately. If symptoms persist, seek medical attention. Keep out of reach of children. Only apply with applicator provided. Do not share applicator.

(Expanded Brow Warning Statement)

Warning: For external use. Avoid getting in eyes; if so, immediately rinse thoroughly with cool water. Not for use by customers under the age of 18. Do not use on damaged or irritated skin, if pregnant or nursing, undergoing treatment for glaucoma or cancer or if you are being treated for a facial skin condition. If redness, irritation or other unwanted effects occur, stop using product immediately. If symptoms persist, seek medical attention. Keep out of reach of children. Only apply with applicator provided. Do not share applicator.

Exhibit A2

(Expanded Lash Instructions for Use)

Directions: As with all cosmetic products used in the area of the eye (or close proximity to the eye), it is important to carefully read all directions and warnings. Carefully apply Babe Lash Essential Serum once daily on a clean, dry upper lash line only using a single stroke on your eyelid just above your upper lash line. Use one dip into the bottle for both upper lash lines and allow 2-3 minutes for the serum to fully dry before lying down or applying other products to your eye area. If serum gets into the eye, immediately rinse thoroughly with cool water to completely remove serum from the eye. Do not apply to the lower lash line. Apply every day, then once satisfied with results, use 2 to 3 times per week for maintenance.

This cosmetic product contains (a small amount of) isopropyl cloprostenate, an analog of prostaglandin. It is important to use the product as instructed so that it does not get into the eye. As instructed in the directions for application, if product does come into contact with the eye, immediately rinse thoroughly with cool water to completely remove the cosmetic serum from the eye.

(Expanded Brow Instructions for Use)

Directions: As with all cosmetic products used in the area of the eye (or close proximity to the eye), it is important to carefully read all directions and warnings. Carefully apply Babe Brow Amplifying Brow Serum once daily on a clean, dry eyebrows. One dip of the wand is enough for one brow. Using short strokes, follow the natural shape of your eyebrow, especially on thin, sparse or over-plucked areas. Allow 2-3 minutes for the serum to fully dry before applying other products to your brow or eye area. If serum gets into the eye, immediately rinse thoroughly with cool water to completely remove serum from the eye. Apply every day, then once satisfied with results, use 2 to 3 times per week.

This cosmetic product contains (a small amount of) isopropyl cloprostenate, an analog of prostaglandin. It is important to use the product as instructed so that it does not get into the eye. As instructed in the directions for application, if product does come into contact with the eye, immediately rinse thoroughly with cool water to completely remove the cosmetic serum from the eye.

Exhibit A3

(New Ingredient Declaration)

Elixir will add the following statement in the ingredient declaration after Isopropyl Cloprostenate: “(an analog of prostaglandin)”. See below for example:

(Lash Example)

Ingredients: Aqua (Water), Glycerin, Panthenol, Sodium Citrate, Leuconostoc / Radish Root Ferment Filtrate, Alanine, Alcohol, Arbutin, Arginine, Aspartic Acid, Biotin, Calcium Gluconate, Caprylyl Glycol, Chamomilla Recutita (Matricaria) Flower Extract, Disodium Phosphate, Ethylhexylglycerin, Gluconolactone, Glycine, Hexylene Glycol, Histidine, Hydrolyzed Glycosaminoglycans, Hydroxyethylcellulose, Isoleucine, Sodium Lactate, Magnesium Ascorbyl Phosphate, Panax Ginseng Root Extract, PCA, Valine, Phenylalanine, Polydextrose, Polysorbate 20, Proline, Propylene Glycol, Serine, Vitis Vinifera (Grape) Seed Extract, Sodium Hyaluronate, Isopropyl Cloprostenate (an analog of prostaglandin), Yeast Extract, Sodium PCA, Threonine, Tocopheryl Acetate, Triethanolamine, Phenoxyethanol, Sodium Benzoate, Sodium Metabisulfite.

(Brow Example)

Aqua (Water), Glycerin, Polysorbate 20, Panthenol, Sodium Citrate, Leuconostoc/Radish Root Ferment Filtrate, Alanine, Alcohol, Arbutin, Arginine, Aspartic Acid, Biotin, Calcium Gluconate, Caprylyl Glycol, Chamomilla Recutita (Matricaria) Flower Extract, Disodium Phosphate, Ethylhexylglycerin, Gluconolactone, Glycine, Hexylene Glycol, Histidine, Hydrolyzed Glycosaminoglycans, Hydroxyethylcellulose, Isoleucine, Sodium Lactate, Magnesium Ascorbyl Phosphate, Panax Ginseng Root Extract, PCA, Valine, Phenylalanine, Polydextrose, Proline, Propylene Glycol, Ricinus Communis (Castor) Seed Oil, Serine, Vitis Vinifera (Grape) Seed Extract, Sodium Hyaluronate, Isopropyl Cloprostenate (an analog of prostaglandin), Yeast Extract, Sodium PCA, Threonine, Tocopheryl Acetate, Triethanolamine, Phenoxyethanol, Sodium Benzoate, Sodium Metabisulfite.

EXHIBIT G

EXHIBIT G

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

DANIELLE SKARPNES, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

ELIXIR COSMETICS OPCO, LLC,

Defendants.

) Case No. CU23-04638

)
) Assigned for All Purposes to the Hon.
) Alesia F. Jones, Dept. 22 (until Dec. 31,
) 2023); Hon Tim P. Kam, Dept. 7 (effective
) January 1, 2024)

) **[PROPOSED] ORDER GRANTING**
) **FINAL APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

)
)
)
)
) Complaint Filed: October 12, 2023

1 The Court, having read the papers filed in support of the Motion for Final Approval of Class
2 Action Settlement (“Motion”) by Plaintiff Danielle Skarpnes, and after considering the papers
3 submitted in support of the Motion, including the Complaint, Stipulated Class Settlement Agreement
4 and Release (“Agreement”) and following the [DATE] hearing, hereby FINDS AND ORDERS as
5 follows:

6 Plaintiff and Defendant Elixir Cosmetics OPCO, LLC (“Defendant” or “Elixir”) entered into
7 an Agreement on [DATE] to settle this class action lawsuit.

8 The Court entered an Order on [DATE], preliminarily approving the settlement of this Class
9 action lawsuit ("Preliminary Approval Order"), consistent with Code of Civil Procedure Section 382
10 and California Rule of Court 3.769, provisionally certifying the Settlement Class, ordering notice to
11 be sent to the Settlement Class, and scheduling a Final Approval Hearing for [DATE].

12 The Court held a Hearing on the Motion on [DATE] to determine whether to give final
13 approval to the Settlement of this class action lawsuit. Counsel for the parties were present. The
14 appearances are as stated in the record. The Motion is GRANTED as set forth below.

15 1. **Incorporation of Other Documents.** This Order Granting Final Approval ("Order")
16 incorporates the Agreement. Unless otherwise provided herein, all capitalized terms in this Order
17 shall have the same meaning as set forth in the Agreement.

18 2. **Jurisdiction.** Because adequate notice has been disseminated and members of the
19 Settlement Class have been given the opportunity to request exclusion from the Settlement, the
20 Court has personal jurisdiction with respect to the claims of all Class Members. The Court also has
21 subject matter jurisdiction over this class action lawsuit, including jurisdiction to approve the
22 Settlement, and grants final certification of the Class for settlement purposes.

23 3. **Final Class Certification.** The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure Section 382, California Rule of Court 3.769, and due
25 process. Accordingly, the Court certifies for settlement purposes a Class consisting of all persons in
26 the United States or its territories who purchased any Elixir Product for personal, family, household,
27 or professional purposes between June 1, 2019 and the date of the entry of an order granting
28 preliminary approval to the Settlement Agreement excluding (a) any individuals who have pending

1 litigation against Elixir; (b) any Settlement Class Members who file a timely request for exclusion;
2 (c) any officers, directors, or employees, or immediate family members of the officers, directors, or
3 employees, of Elixir or any entity in which Elixir has a controlling interest; (d) any person who has
4 acted as a consultant of Elixir; (e) any legal counsel or employee of legal counsel for Elixir; (f) any
5 federal, state, or local government entities; and (g) any judicial officers presiding over the Action
6 and the members of their immediate family and judicial staff.

7 4. **Adequacy of Representation.** As Class Counsel, the attorneys at Farnese P.C. have
8 fully and adequately represented the Settlement Class for purposes of entering into and
9 implementing the Settlement and have satisfied the requirements of Code of Civil Procedure Section
10 382.

11 5. **Appointment of Counsel.** The Court appoints Peter J. Farnese of Farnese P.C. as
12 Class Counsel.

13 6. **Notice Packet.** The Court finds the Long Form Notice, Email Notice, Internet Notice,
14 Mailed Notice, Reminder Notice, and Publication Notice (collectively, the "Notice Packet") and its
15 distribution to Class Members to have been implemented pursuant to the Agreement and this Court's
16 Preliminary Approval Order. The Court also finds the Notice Packet:

- 17 a. Constitutes notice reasonably calculated to apprise Settlement Class Members of: (i)
18 the pendency of the class action lawsuit; (ii) the material terms and provisions of the
19 Settlement and their rights; (iii) their right to object to any aspect of the Settlement;
20 (iv) their right to exclude themselves from the Settlement; (v) their right to claim a
21 Settlement Benefit; (vi) their right to appear at the Final Approval Hearing; and (vii)
22 the binding effect of the orders and judgment in the class action lawsuit on all
23 participating Settlement Class Members;
- 24 b. Constitutes notice that fully satisfies the requirements of Code of Civil Procedure
25 Section 382, California Rule of Court 3.769, and due process;
- 26 c. Constitutes the best practicable notice to Class Members under the circumstances of
27 the class action lawsuit; and
28

1 d. Constitutes reasonable, adequate, and sufficient notice to the Settlement Class
2 Members.

3 7. **Final Settlement Approval.** The terms and provisions of the Agreement have been
4 entered in good faith and are the product of arm's-length negotiations by experienced counsel who
5 have done a meaningful investigation of the claims. The Agreement and all its terms and provisions
6 are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties.
7 The Parties are hereby directed to implement the Agreement according to its terms and provisions.

8 8. **Binding Effect.** The terms and provisions of the Settlement and this Order are
9 binding on Plaintiff and Settlement Class Members. The Settlement will have no binding effect
10 upon, and provide no *res judicata* preclusion to, those in the Settlement Class who have submitted
11 timely requests for exclusion.

12 9. **Release of Claims.** As of the Effective Final Settlement Date, Settlement Class
13 Members waive, release, promise never to assert in any forum, remise, and forever discharge the
14 Released Parties from the Released Plaintiff's Claims during the Settlement Class Period.

15 10. **Enforcement of Settlement.** Nothing in this Order shall preclude any action to
16 enforce the terms and provisions of the Agreement.

17 11. **Class Representative Service Award.** The Court finds that a Class Representative
18 Service Payment of \$[_____], to be paid to Plaintiff out of the Cash Settlement Fund, to be
19 reasonable and appropriate in light of: (a) Plaintiff's risks (financial, professional, and emotional) in
20 commencing this litigation; and (b) the time and effort Plaintiff spent litigating this action as the
21 Class Representative. The Class Representative Service Payment is to be paid pursuant to the terms
22 and provisions in the Agreement. The Court appoints Plaintiff Danielle Skarpnes as the Class
23 Representatives for settlement purposes.

24 12. **Attorneys' Fees Award and Cost Award.** The Court finds the Plaintiff's Counsel's
25 Fees of \$[_____], to be paid out of the Cash Settlement Fund to Class Counsel, to be reasonable
26 and appropriate. The Court also finds the Expenses as reimbursement for actual litigation costs
27 incurred of \$[_____], to be paid out of the Cash Settlement Fund to Class Counsel, to be
28 reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions

1 in the Settlement.

2 13. **Administration Costs.** The Court finds the administration costs of \$[_____], which
3 have been incurred to date, and were to be paid by Defendant to the Settlement Administrator, to be
4 reasonable and appropriate. The administration costs are to be paid pursuant to terms and provisions
5 in the Agreement. Future costs must be presented to the Court for further approval.

6 14. **Funding of the Settlement.** No later than seven (7) calendar days after the Final
7 Approval Hearing, Elixir shall deposit the remaining 50% due of the Cash Settlement Fund Amount
8 (\$1,150,000) by wiring the funds to the Settlement Administrator. Within twenty (20) business days
9 after the funding of the Settlement, the Settlement Administrator shall calculate and pay all
10 payments due under the Settlement.

11 15. **Fairness of the Settlement.** As noted in the Preliminary Approval Order, the
12 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
13 Settlement was the product of arm's-length negotiations following extensive negotiations. The Court
14 finds that the claims handling process of the Settlement Administrator to have been fair, reasonable,
15 and adequate.

16 16. **Uncashed Checks.** Settlement Class Members who receive their Cash Benefits in the
17 form of a check must cash or deposit their settlements checks within one hundred eighty (180)
18 calendar days after the checks are mailed to them.

19 17. **Cy Pres.** The Parties are directed to meet and confer within thirty (30) days if there
20 are any unclaimed funds in the Net Settlement Fund that remain unclaimed after allocation of the
21 Cash Benefits, and to submit a distribution plan to the Court for approval.

22 18. **Modification of Settlement Agreement.** The Settlement Class Members are hereby
23 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the
24 Agreement by an express written instrument signed by counsel for all Parties or their successors-in-
25 interest. Such amendments or modifications shall be consistent with this Order and cannot limit the
26 rights of Settlement Class Members.

27 19. **Final Accounting and Compliance.** The Court sets a Status Conference for [DATE],
28 at [] a.m. in Department []. No later than [DATE], Plaintiff shall file a status report that states the

1 disposition of all settlement proceeds and is accompanied by an admissible evidentiary declaration.

2 20. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Order. This Court
3 expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement
4 of the Agreement and of this Order, and for any other necessary purpose.

5

6 **IT IS SO ORDERED**

7 Date: _____

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Hon. [INSERT]
Judge of the Superior Court

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