

1 Peter J. Farnese (SBN 251204)
2 **BESHADA FARNESE LLP**
3 700 S. Flower St., Suite 1000
4 Los Angeles, CA 90017
5 Telephone: 310-356-4668
6 Facsimile: 310-388-1232
7 pjf@bflplaw.com

8 Alex R. Straus (SBN 321366)
9 **WHITFIELD BRYSON LLP**
10 16748 McCormick Street
11 Los Angeles, CA 91436
12 T: (917) 471-1894
13 F: (615) 921-6501
14 astraus@whitfieldbryson.com

15 *Attorneys for Plaintiffs and the Proposed Class*
16 *[Additional Counsel Listed on Signature Page]*

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

19 CRISTIE RAMIREZ and NATALIE
20 LINARTE, individually and on behalf
21 of all others similarly situated,
22
23 Plaintiffs,

24 v.

25 HB USA HOLDINGS, INC., d/b/a
26 Huda Beauty,
27
28 Defendant.

CASE NO. 5:20-cv-01016-JGB-SHK

The Hon. Jesus G. Bernal

STIPULATION OF SETTLEMENT

SETTLEMENT AGREEMENT AND RELEASE

The Parties, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Settlement Agreement, hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure, as follows:

1. DEFINITIONS

As used herein, the following terms have the meanings set forth below:

1.1 “Action” means this putative class action lawsuit pending in this Court against Huda Beauty, captioned *Christie Ramirez and Natalie Linarte, et al., individually and on behalf all others similarly situated v. HB USA Holdings, Inc. d/b/a Huda Beauty*, Case No. 5:20-cv-01016-JGB-SHK.

1.2 “Approved Claims” means those Claims which are approved by the Settlement Administrator for payment.

1.3 “Attorneys’ Fees and Expenses” means any award of attorneys’ fees and expenses.

1.4 “Claim” means any claim submitted by a Settlement Class Member.

1.5 “Claim Form” means the proof of claim and release form(s) substantially in the form attached as Exhibit A.

1.6 “Claims Period” means the period between the Notice Date until the deadline set forth in paragraph 6.4.

1.7 “Class Notice” means the Notice of Pendency and Proposed Settlement of Class Action, substantially in the form attached as Exhibit B.

1.8 “Court” means the United States District Court for the Central District of California.

1.9 “Defense Counsel” means the law firm of Gibson, Dunn & Crutcher LLP.

1.10 “Direct Notice” means the Settlement Administrator’s provision of the Summary Notice by email or mail to Settlement Class Members, as provided in paragraph 6.2.2.

1 1.11 “Effective Date” shall mean thirty (30) calendar days from the date that the
2 Court enters the Final Approval Order and Final Judgment.

3 1.12 “Final Approval Order and Final Judgment” means the final approval order
4 and judgment dismissing and closing the Action in the form attached as Exhibits E
5 and F.

6 1.13 “Final Hearing” means the hearing(s) held by the Court to consider and
7 determine whether the requirements for certification of the Settlement Class have been
8 met and whether the Settlement should be approved as fair, reasonable, and adequate;
9 whether Plaintiffs’ Counsels’ Attorneys’ Fees and Expenses should be approved; and
10 whether the final judgment approving the Settlement and dismissing the Actions on the
11 merits and with prejudice should be entered. The Final Hearing may, from time to time
12 and without further notice to the Settlement Class (except those who have filed timely
13 and valid objections and requested to speak at the Final Hearing), be continued or
14 adjourned by order of the Court.

15 1.14 “Huda Beauty” means Defendant HB USA Holdings, Inc., d/b/a Huda
16 Beauty.

17 1.15 “*Linarte* Action” means the putative class action filed by Plaintiffs’
18 Counsel in this Court against Huda Beauty, captioned *Linarte v. HB USA Holdings, Inc.*,
19 Case No. 2:20-cv-9748-JGB-SHKx, which was consolidated with the *Ramirez* Action
20 on January 15, 2021.

21 1.16 “Notice Date” means sixty (60) calendar days after the Court’s entry of the
22 Preliminary Approval Order.

23 1.17 “Parties” means Huda Beauty and Plaintiffs.

24 1.18 “Plaintiffs” means Plaintiff Natalie Linarte and Plaintiff Cristie Ramirez.

25 1.19 “Plaintiffs’ Counsel” means Beshada Farnese LLP, Whitfield Bryson LLP,
26 Greg Coleman Law PC, and all of the attorneys, associates, law firms, and legal
27 representatives, who have represented Plaintiffs and the putative class.

28 1.20 “Preliminary Approval” means the Court’s preliminary approval of the

1 Settlement, providing for notice to the Settlement Class, and other related matters.
2 “Preliminary Approval Order” shall mean the order preliminarily approving the
3 Settlement, providing for notice to the Settlement Class, and other related matters in the
4 form attached as Exhibit D.

5 1.21 The “Products” means Huda Beauty’s “Neon Obsession Palette – Neon
6 Green,” “Neon Obsession Palette – Neon Pink,” and “Neon Obsession Palette – Neon
7 Orange” products.

8 1.22 “Proof of Purchase” means a receipt or other documentation reasonably
9 establishing the fact of purchase of the Product during the Class Period in the United
10 States. An acceptable Proof of Purchase may be in the form of any reasonably reliable
11 proof customarily provided to the Settlement Administrator to establish proof of
12 purchase for class membership, such as: (a) a printed receipt; (b) an e-mail receipt or
13 order confirmation; (c) a shipping confirmation from Huda Beauty, Sephora, J. C.
14 Penney, or Namie’s; (d) any other purchase history documentation, and/or a picture of
15 the actual Product and/or Product packaging (and not a sample or facsimile), to the
16 extent the Settlement Administrator is able to confirm that this purchase history
17 documentation and/or picture is reasonably reliable, unique to the purchaser, and
18 consistent with industry standard fraud-prevention measures.

19 1.23 “*Ramirez Action*” means the putative class action filed by Plaintiffs’
20 Counsel in this Court against Huda Beauty, captioned *Ramirez v. HB USA Holdings,*
21 *Inc.*, Case No. 5:20-cv-01016-JGB-SHK, which was consolidated with the *Linarte*
22 *Action* on January 15, 2021.

23 1.24 “Released Parties” means (a) Huda Beauty and its past, present, and future
24 parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any
25 other legal entities, whether foreign or domestic, that are owned or controlled by Huda
26 Beauty; and (b) the past, present, and future shareholders, officers, directors, members,
27 agents, employees, independent contractors, consultants, administrators,
28

1 representatives, fiduciaries, insurers, predecessors, successors, and assigns of the entities
2 in part (a) of this paragraph.

3 1.25 “Settlement” and “Settlement Agreement” mean the settlement described
4 in this Stipulation of Settlement.

5 1.26 “Settlement Administration Protocol” means the protocol attached as
6 Exhibit G.

7 1.27 “Settlement Administrator” means Digital Settlement Group, which shall
8 provide settlement notice and administration services pursuant to the terms of this
9 Settlement Agreement.

10 1.28 “Settlement Class” means all persons residing in the United States
11 (including all territories and/or possessions) who purchased the Products for personal
12 use (and not for resale) through the date of Preliminary Approval. The Settlement Class
13 shall not include persons who are domiciled outside of the United States, its territories,
14 and/or its possessions. Additionally, excluded from the Settlement Class are
15 (a) directors, officers, and employees of Huda Beauty and/or its subsidiaries, parents,
16 and affiliated companies, as well as Huda Beauty’s legal representatives, heirs,
17 successors, or assigns, (b) the Court, the Court staff, as well as any appellate court to
18 which this matter is ever assigned and its staff, (c) Defense Counsel, as well as their
19 immediate family members, legal representatives, heirs, successors, or assigns,
20 (d) Plaintiffs’ counsel, and (e) any other individuals whose claims already have been
21 adjudicated to a final judgment.

22 1.29 “Settlement Class Member” and “Class Member” mean and includes every
23 member of the Settlement Class who does not validly and timely request exclusion from
24 the Settlement Class.

25 1.30 “Settlement Funds” means funds sufficient to pay the Approved Claims.

26 1.31 “Settlement Website” means an Internet website that the Settlement
27 Administrator shall establish to inform the Settlement Class of the terms of this
28 Settlement, their rights, dates, deadlines, and related information.

1 1.32 “Summary Notice” means the Summary Notice of Settlement, substantially
2 in the form attached as Exhibit C.

3 **2. RECITALS**

4 A. On December 17, 2019, Beshada Farnese LLP sent a notice and demand
5 letter on behalf of Natalie Linarte pursuant to the California Consumers Legal Remedies
6 Act (“CLRA”; Cal. Civ. Code § 1750 *et seq.*) to Huda Beauty (the “CLRA Notice”).
7 The CLRA Notice alleged that certain advertising, marketing, and label claims of the
8 Products violated various provisions of the CLRA, as well as provisions of the California
9 Business & Professions Code, and the common law.

10 B. On January 17, 2020, Huda Beauty responded to the CLRA Notice, denying
11 the allegations in the CLRA Notice. Thereafter, Beshada Farnese LLP and Huda Beauty
12 continued meet and confer efforts to address the issues set forth in the CLRA Notice.

13 C. From the issuance of the CLRA Notice, Beshada Farnese LLP Huda Beauty
14 discussed ways to resolve the issues set forth in the CLRA Notice. Ultimately, the
15 *Linarte* Action was filed on October 23, 2020, and the Parties executed a Term Sheet on
16 November 20, 2020, to resolve the *Linarte* Action, and filed a Notice of Settlement that
17 same day.

18 D. On May 8, 2020, Whitfield Bryson LLP and Greg Coleman Law PC, on
19 behalf of Cristie Ramirez, provided notice to Huda Beauty for similar complaints
20 regarding the Products. Whitfield Bryson LLP and Greg Coleman Law PC were
21 unaware of a prior CLRA letter being sent on behalf of Linarte.

22 E. On May 12, 2020, the *Ramirez* Action was filed. In both the *Linarte* Action
23 and the *Ramirez* Action, counsel for all parties discussed a potential resolution of these
24 disputes. Huda Beauty was initially unable to reach an agreement with counsel in the
25 *Ramirez* Action.

26 F. Throughout this process, Huda Beauty discussed settlement with each
27 Plaintiff’s Counsel in this Action. As a result of the Parties’ extensive arm’s-length
28 negotiations over several months, the Parties reached the Settlement set forth in this

1 Settlement Agreement, which memorializes the Parties' agreement. The Parties intend
2 that this Settlement completely resolve any and all claims that were, or could have been,
3 asserted in the Action on behalf of individuals in the United States.

4 G. In November 2020, counsel in the *Ramirez* Action began conferring with
5 counsel in the *Linarte* Action regarding the global settlement of both actions.

6 H. On January 15, 2021, the Court entered an order consolidating the *Linarte*
7 Action and the *Ramirez* Action. A consolidated complaint was filed on January 25, 2021.

8 I. Following review and some amendments to this Settlement Agreement, all
9 Plaintiffs and Plaintiffs' Counsel have signed on to this Settlement Agreement.

10 J. Huda Beauty vigorously disputes the claims alleged in the Action and is
11 entering into this Settlement to avoid burdensome and costly litigation. The Settlement
12 is not an admission of wrongdoing, fault, liability, or damage of any kind. Among other
13 things, Huda Beauty disputes that Plaintiffs' claims have merit, that Plaintiffs will be
14 able to certify any class in the Action for litigation purposes, and that Plaintiffs and the
15 putative class would be entitled to any relief. Without admitting any of the allegations
16 made in the Action or any liability whatsoever, Huda Beauty is willing to enter into this
17 Settlement solely in order to eliminate the burdens, distractions, expense and uncertainty
18 of protracted litigation and in order to obtain the releases and final judgment
19 contemplated by this Settlement.

20 K. Plaintiffs and Plaintiffs' Counsel believe that the claims asserted in the
21 Action have merit. Nevertheless, they have examined and considered the benefits to be
22 obtained under this Settlement, the risks associated with the continued prosecution of
23 this complex and potentially time-consuming litigation, and the likelihood of ultimate
24 success on the merits, and have concluded that the Settlement is fair, adequate,
25 reasonable and in the best interests of the Settlement Class.

26 L. The Parties desire to settle the Action in its entirety with respect to all
27 potential claims arising out of the same facts alleged in the Consolidated Complaint filed
28 in the Action, with the exception of Settlement Class Members' (other than Plaintiffs')

1 personal injury claims, if any. The Parties intend this Settlement Agreement to bind
2 Huda Beauty, Plaintiffs, and all other Settlement Class Members.

3 **3. CONFIDENTIALITY**

4 3.1 This Settlement Agreement and its terms, including the fact of the proposed
5 Settlement, shall remain completely confidential from anyone other than Huda Beauty,
6 Defense Counsel, Plaintiffs, and Plaintiffs' Counsel until all documents are executed
7 and the Motion for Preliminary Approval is filed with the Court.

8 **4. CERTIFICATION OF THE SETTLEMENT CLASS**

9 4.1 The Parties stipulate and agree that, subject to Court approval, the
10 Settlement Class should be conditionally certified pursuant to Rule 23(b)(3) of the
11 Federal Rules of Civil Procedure solely for purposes of the Settlement embodied in this
12 Settlement Agreement. If, for any reason, this Settlement Agreement is not approved
13 by the Court, the stipulation for certification and all of the agreements contained herein
14 shall be considered null and void as provided in paragraph 7.5.

15 4.2 Huda Beauty does not consent to certification of the Settlement Class (or
16 to the propriety of class treatment) for any purpose other than to effectuate this
17 Settlement. Huda Beauty's agreement to provisional certification does not constitute an
18 admission of wrongdoing, fault, liability, or damage of any kind, or that any class
19 certification would be appropriate for litigation or any other purpose other than to
20 effectuate this Settlement.

21 4.3 If for any reason the Effective Date does not occur or this Settlement
22 Agreement is terminated, disapproved by any court (including any appellate court), or
23 not consummated for any reason, the order certifying the Settlement Class for purposes
24 of effectuating the Settlement (and all preliminary and final findings regarding that class
25 certification order) shall be automatically vacated upon notice of the same to the Court.
26 The Actions shall then proceed as though the Settlement Class had never been certified
27 pursuant to this Settlement Agreement and such findings had never been made, and the
28 Action shall return to its procedural posture on the date this Settlement Agreement was

1 signed. Additionally, the Parties and their counsel shall not refer to or invoke the vacated
2 findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil
3 Procedure if this Settlement Agreement is not consummated and the Action is later
4 litigated and contested by Huda Beauty under Rule 23 or any equivalent statute or rule.

5 **5. SETTLEMENT CONSIDERATION**

6 **5.1 Cash Payment to Settlement Class Members.** In consideration of the
7 releases and dismissals set forth in this Settlement Agreement, subject to Court approval,
8 and subject to the other terms and conditions of this Settlement Agreement, Settlement
9 Class Members who meet the requirements and follow the procedures set forth in
10 paragraphs 6.3 to 6.7 shall be entitled to the following payment:

11 5.1.1 Class Members who receive Direct Notice shall be eligible for a
12 payment of Twenty-Nine U.S. Dollars (\$29.00) for each Product, up to a maximum of
13 three (3) Products, for a maximum total payment to each Settlement Class Member of
14 Eighty-Seven U.S. Dollars (\$87.00). Class Members who receive Direct Notice shall
15 not be required to submit a Proof of Purchase.

16 5.1.2 Class Members who do not receive Direct Notice shall be required
17 to provide a Proof of Purchase. Upon verification of the Proof of Purchase by the
18 Settlement Administrator, these Settlement Class Members shall be eligible for a
19 payment of Twenty-Nine U.S. Dollars (\$29.00) for each Product, up to a maximum of
20 three (3) Products, for a maximum total payment to each Settlement Class Member of
21 Eighty-Seven U.S. Dollars (\$87.00).

22 5.1.3 Class Members who are unable to provide Proof of Purchase shall be
23 eligible to submit a claim for payment of a total of Ten U.S. Dollars (\$10.00) per
24 household for all Products claimed, up to a maximum of three (3) Products, for a
25 maximum total payment to each Settlement Class Member without Proof of Purchase of
26 Thirty U.S. Dollars (\$30.00).

27 5.1.4 Class Members may choose to receive claims payments via
28 electronic payments (e.g., PayPal, Venmo, etc.) or paper check.

1 **5.2 Injunctive Relief.** Huda Beauty has represented that the Products are no
2 longer for sale in the United States.

3 **5.2.1 Re-Release of the Products.** In the event that Huda Beauty
4 reintroduces the Products (as previously formulated), Huda Beauty agrees as follows:

- 5 (a) Huda Beauty will include a disclosure visible on the rear panel of the
6 U.S. Product packaging which states: “*WARNING for U.S.
7 Customers: may contain color additives that are not approved by the
8 F.D.A. for use in the eye area” or similar language, to the extent
9 consistent with current regulatory guidance in the United States.
- 10 (b) In addition, on the label, Huda Beauty will append a “*” symbol to
11 each specific shade at issue that links to the above disclaimer.
- 12 (c) Huda Beauty will include the disclosure on the U.S. version of its
13 website.
- 14 (d) For all U.S.-facing marketing and advertising (including any third-
15 party retailers) where the Products are shown being used around the
16 eye, Huda Beauty will include the disclosure specified in
17 Section 5.3.1(a) in the advertisement.

18 **5.2.2 Any Future “Pressed Pigment” Palette or Eyeshadow Products.**
19 For any future “pressed pigment” or eye shadow products marketed in the United States
20 that are substantially similar to the Products (i.e., that contain color additives not
21 approved by FDA for use in the eye area), Huda Beauty agrees to make the modifications
22 and disclosures in the above paragraphs.

23 **5.2.3** The terms and requirements of the injunctive relief described above
24 shall expire on the earliest of the following dates: (a) five (5) years after the Effective
25 Date; (b) the date upon which there are such changes in the formulation or manufacture
26 of these Products and/or the Product ingredients that would render the relabeling,
27 marketing, and advertising described in the above paragraphs to be inaccurate; or (c) the
28 date upon which there are changes to any applicable statute, regulation, or other law that

1 Huda Beauty reasonably believes would require a modification to the labeling,
2 advertising, and/or marketing described above in order to comply with the applicable
3 statute, regulation, or law.

4 **5.3 Notice and Administration Expenses.** As set forth in paragraph 6, Huda
5 Beauty agrees to pay the costs of settlement notice and administration services.

6 **6. NOTICE AND SETTLEMENT ADMINISTRATION**

7 **6.1 Neutral Settlement Administrator.** Subject to Court approval, the
8 Settlement Administrator shall provide settlement notice and administration services, in
9 accordance with the terms of this Settlement Agreement and the Settlement
10 Administration Protocol. Huda Beauty shall pay the actual costs of settlement notice
11 and administration, up to the amount of five hundred and forty-five thousand U.S.
12 Dollars (\$545,000), plus any actual postage or check processing expenses incurred in
13 connection with settlement notice and administration. The Settlement Administrator
14 shall notify the parties promptly if at any point the costs of settlement notice and
15 administration incurred exceed five hundred and forty-five thousand U.S. Dollars
16 (\$545,000), at which point the Parties shall confer on a procedure for determining how
17 potential further notice and administration costs shall be paid. Under no circumstances
18 shall Plaintiffs or their counsel be obligated to pay any portion of notice and
19 administration costs.

20 **6.2 Notice Procedures.** The Parties agree to the following forms and methods
21 of notice to the Settlement Class:

22 **6.2.1** A copy of the Class Notice—together with the Claim Form, the
23 Settlement, the Motion for Final Approval Order and Final Judgment, the Motion for
24 Attorneys' Fees and Expenses, Consolidated Complaint, and all Court orders pertaining
25 to the Settlement—shall be posted and available for download on the Settlement Website
26 maintained by the Settlement Administrator. The Settlement Website shall be completed
27 and be “live” by no later than the Notice Date. The information shall remain available
28 on the Settlement Website until the Effective Date.

1 6.2.2 The Settlement Administrator shall provide Direct Notice by e-
2 mailing a copy of the Summary Notice to the e-mail address of record of the Members
3 of the Settlement Class in Huda Beauty’s files, as well as any other reasonably accessible
4 contact information obtained by the Parties. The Summary Notice shall contain the
5 Settlement Website (which shall be hyperlinked in the electronic version of the
6 Summary Notice) and the instructions for the Claim Form. To facilitate the distribution
7 of the Summary Notice, within thirty (30) calendar days of the Court’s entry of the
8 Preliminary Approval Order, Huda Beauty shall provide the Settlement Administrator
9 with the names, e-mail addresses, and mailing addresses for the Members of the
10 Settlement Class in Huda Beauty’s files. If Huda Beauty does not have a valid e-mail
11 address for a Member of the Settlement Class, the Settlement Administrator shall mail a
12 copy of the Summary Notice via postcard to that Member of the Settlement Class. An
13 e-mail address is not considered valid if it results in a hard bounce back.

14 6.2.3 The names, e-mail addresses, and mailing addresses are personal
15 information about the Members of the Settlement Class and shall be provided to the
16 Settlement Administrator solely for the purposes of providing notice, processing
17 requests for exclusion, and administering payment. The Settlement Administrator shall
18 execute an agreement to treat all such information as “Highly Confidential,” and take all
19 reasonable steps to ensure that all such information is used solely for the purpose of
20 administering this Settlement.

21 6.2.4 **Direct Notice.** The Settlement Administrator shall complete the e-
22 mail notice (and, if applicable, the notice via postcard) by the Notice Date. If, despite
23 using its best efforts, the Settlement Administrator is unable to complete the notice by
24 the Notice Date, the Settlement Administrator shall inform the Parties of the status of
25 the notice, and notify the Parties when the notice has been completed.

26 6.2.5 **Publication Notice.** On the Notice Date and continuing for a period
27 of thirty (30) calendar days thereafter, the Settlement Administrator shall cause to be
28 published internet advertisements in sufficient quantity and frequency to, together with

1 the direct notice set forth above, reach greater than seventy percent (70%) of the
2 Settlement Class. Such internet advertisements shall include information consistent with
3 that contained in the Summary Notice, to the extent practicable, and shall link directly
4 to the Settlement Website. The Parties also shall comply with the notice provisions in
5 Cal. Civ. Code §§ 1781(d)-(e) & Gov't Code § 6064.

6 6.2.6 In addition to the notice required by the Court, the Parties may jointly
7 agree to provide additional notice to the Members of the Settlement Class, in a form and
8 frequency to be agreed to by Plaintiffs and Huda Beauty.

9 6.2.7 If this notice plan is not approved, or is modified in a material way
10 by the Court, Huda Beauty shall have the right to unilaterally terminate the Settlement.

11 6.3 **Claim Form.** Settlement Class Members who wish to receive a cash
12 payment will be required to submit a Claim Form. The Claim Form shall, among other
13 things, require the Settlement Class Members to certify, under penalty of perjury, that
14 they purchased the Products for individual use (not resale) in the United States. The
15 Claim Forms shall be submitted to the Settlement Administrator via U.S. mail or
16 electronically through the Settlement Website.

17 6.4 **Claims Period.** To be valid, Claim Forms, requests to opt out, and
18 objections must be received by the Settlement Administrator no later than ninety (90)
19 calendar days from the Notice Date.

20 6.5 **Process for Opting Out of Settlement.** The Class Notice shall provide a
21 procedure whereby Members of the Settlement Class may exclude themselves from the
22 Settlement. The Members of the Settlement Class shall have no less than ninety (90)
23 calendar days following the Notice Date to exclude themselves. Any Member of the
24 Settlement Class who does not timely and validly request exclusion shall be a Settlement
25 Class Member and shall be bound by the terms of this Settlement. As soon as practicable
26 after the opt-out deadline, the Settlement Administrator shall provide the Court with a
27 list of the individuals who timely and validly requested exclusion from the Settlement.

28 6.6 **Process for Objections.** The Class Notice shall provide a procedure

1 whereby Settlement Class Members may object to the Settlement. Objections shall be
2 filed with the Court and served on Plaintiffs' Counsel and Defense Counsel within ninety
3 (90) calendar days from the Notice Date. Any objection shall, at a minimum, require
4 the individual to provide: (a) a detailed statement of such Settlement Class Member's
5 specific objections to any matters before the Court; (b) the grounds for such objections
6 and the reason such Settlement Class Member desires to appear and to be heard;
7 (c) proof of membership in the Settlement Class, and (d) whether the Settlement Class
8 Member intends to appear at the Final Hearing, as well as all other materials the
9 Settlement Class Member wants the Court to consider.

10 **6.7 Review of Claims Submitted.** The Settlement Administrator shall
11 determine whether a submitted Claim Form meets the requirements set forth in this
12 Settlement Agreement. Each Claim Form shall be submitted to and reviewed by the
13 Settlement Administrator, who shall determine whether each Claim shall be allowed.
14 The Settlement Administrator shall use best practices and all reasonable efforts and
15 means to identify and reject duplicate and/or fraudulent claims, including, without
16 limitation, indexing all payments provided to the Settlement Class Members.

17 **6.8 Rejection of Claims Forms.** Claim Forms that do not meet the
18 requirements set forth in this Settlement and/or in the Claim Form instructions shall be
19 rejected. Where a good faith basis exists, the Settlement Administrator may reject a
20 Claim Form for, among other reasons, the following: (a) the Claim Form identifies a
21 product that is not covered by the terms of this Settlement; (b) failure to fully complete
22 and/or sign the Claim Form; (c) illegible Claim Form; (d) the Claim Form is fraudulent;
23 (e) the Claim Form is duplicative of another Claim Form; (f) the person submitting the
24 Claim Form is not a Settlement Class Member; (g) the person submitting the Claim Form
25 requests that payment be made to a person or entity other than the Settlement Class
26 Member for whom the Claim Form is submitted; (h) failure to timely submit a Claim
27 Form; or (i) the Claim Form otherwise does not meet the requirements of this Settlement
28 Agreement. Claim Forms that do not meet the terms and conditions of this Settlement

1 shall be promptly rejected by the Settlement Administrator. The Settlement
2 Administrator shall have up to twenty-one (21) calendar days from the end of the Claims
3 Period to exercise the right of rejection. The Settlement Administrator shall notify the
4 claimant using the contact information provided in the Claim Form of the rejection.
5 Plaintiffs' Counsel and Defense Counsel shall be provided with copies of all such
6 notifications of rejection, provided that the copies are provided by the Settlement
7 Administrator in redacted form that does not contain the name, e-mail address, mailing
8 address, or other personal identifying information of the claimant. If any claimant whose
9 Claim Form has been rejected, in whole or in part, desires to contest such rejection, the
10 claimant must, within ten (10) calendar days from receipt of the rejection, transmit to
11 the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons
12 indicating the claimant's grounds for contesting the rejection, along with any supporting
13 documentation, and requesting further review by the Settlement Administrator. No
14 person shall have any claim against Huda Beauty, Defense Counsel, Plaintiffs, Plaintiffs'
15 Counsel, and/or the Settlement Administrator based on any eligibility determinations,
16 distributions, or awards made in accordance with this Settlement. This provision does
17 not affect or limit in any way the right of review by the Court of any disputed Claim
18 Forms as provided in this Settlement.

19 **6.9 Information Regarding Claims Submitted, Approved, and Rejected.**

20 Within thirty (30) calendar days from the end of the Claims Period, the Settlement
21 Administrator shall provide a spreadsheet to Plaintiffs' Counsel and Defense Counsel
22 that contains information sufficient to determine: (a) the number of Settlement Class
23 Members that submitted a claim; (b) the number of submitted Claim Forms that are valid
24 and timely, and which are not; (c) the number of submitted Claim Forms the Settlement
25 Administrator intends to treat as Approved Claims; and (d) the number of submitted
26 Claim Forms the Settlement Administrator has denied and the reason(s) for the denials.
27 The Settlement Administrator shall provide supplemental spreadsheets with respect to
28 any Claim Forms submitted after the expiration of the deadline, within a reasonable time

1 after receiving such Claim Forms. The materials that the Settlement Administrator
2 provides to Plaintiffs' Counsel pursuant to this paragraph shall not contain the names, e-
3 mail addresses, mailing addresses, or other personal identifying information of the
4 Settlement Class Members. The Settlement Administrator shall retain the originals of
5 all Claim Forms (including envelopes with postmarks, as applicable), and shall make
6 copies available to Plaintiffs' Counsel or Defense Counsel (with redactions to remove
7 the names, e-mail addresses, mailing addresses, or other personal identifying
8 information of the Settlement Class Members) upon request. All such spreadsheets and
9 related materials (including Claim Forms) shall be designated as "Highly Confidential"
10 as provided in paragraph 6.2.3. Should Plaintiffs' Counsel believe they require the
11 name, e-mail address, mailing address, or other personal identifying information of any
12 particular Settlement Class Member, the Parties shall meet and confer, on a case-by-case
13 basis, to determine whether the release of such personal identifying information is
14 necessary. Any disputes regarding whether such information may be released to
15 Plaintiffs' Counsel shall be presented to the Court or a referee appointed by the Court
16 for summary and non-appealable resolution. The Settlement Administrator shall only
17 release personal identifying information upon authorization of Huda Beauty and/or the
18 authorization of the Court or referee.

19 **6.10 Calculation of Cash Payments.** In addition to the spreadsheet(s) specified
20 in paragraph 6.9, within twenty-one (21) calendar days from the Court's entry of the
21 Final Approval Order, the Settlement Administrator shall provide to Defense Counsel
22 and Plaintiffs' Counsel information sufficient to calculate the per-Product and aggregate
23 cash payment for the Approved Claims, calculated in accordance with Paragraph 5.

24 **6.11 Timing of Payment to Settlement Administrator.** Huda Beauty shall
25 deliver the Settlement Funds referenced in paragraph 5.1 to the Settlement
26 Administrator on the later of the following dates:

27 (a) within twenty-one (21) calendar days after the time for appeal or writ of
28 the Final Approval Order and Final Judgment has expired; or

1 (b) if there is an appeal and the Settlement and/or the Final Approval Order
2 and Final Judgment are affirmed, within thirty (30) calendar days after the
3 expiration of the last day to the time period during which further petition for
4 hearing, appeal, or writ of certiorari can be taken has expired.

5 If there is an appeal or writ of the Final Approval Order and Final Judgment and
6 the Settlement and/or the Final Approval Order and Final Judgment are reversed in
7 whole or in part, the Parties shall meet and confer on next steps, but Huda Beauty shall
8 have no obligation to deliver the Settlement Funds to the Settlement Administrator until
9 further order of the Court.

10 6.12 The Settlement Administrator shall agree to hold the Settlement Funds in a
11 non-interest-bearing account, and administer the Settlement Funds, subject to the
12 continuing jurisdiction of the Court and from the earliest possible date, as a qualified
13 settlement fund as defined in Treasury Regulation § 1.468B-1, *et seq.* Any taxes owed
14 by the Settlement Funds shall be paid by the Settlement Administrator out of the
15 Settlement Funds.

16 6.13 **Procedures for Distribution of Cash Payments.** Within twenty-one (21)
17 calendar days after receiving the Settlement Funds pursuant to paragraph 6.12, the
18 Settlement Administrator shall have substantially completed issuance of the payments
19 to the Settlement Class Members for the Approved Claims, which shall be sent to
20 Settlement Class Members in the form elected in their Claim Forms, including through
21 electronic distribution, or in the form of checks that are mailed to the addresses provided
22 on the submitted Claim Forms. In the event that a Settlement Class Member elected for
23 electronic distribution, but such distribution method is not available for that Member,
24 the Settlement Administrator will mail a check if there is a valid mailing address for that
25 Settlement Class Member.

26 **7. COURT APPROVAL**

27 7.1 The Parties agree to recommend approval of the Settlement to the Court as
28 fair and reasonable and to undertake their best efforts to obtain such approval. “Best

1 efforts” includes that the Parties may not oppose any application for appellate review by
2 one of the Parties in the event the Court denies preliminary or final approval. The Parties
3 therefore agree that, by no later than June 4, 2021, the Plaintiffs shall submit this
4 Settlement Agreement, together with its exhibits, to the Court and shall apply for entry
5 of the Preliminary Approval Order.

6 7.2 Plaintiffs’ Counsel shall draft the Motion for Preliminary Approval
7 requesting issuance of the Preliminary Approval Order as soon as practicable after
8 execution of this Settlement Agreement, and provide that draft to Defense Counsel at
9 least fourteen (14) calendar days before filing the Motion with the Court. The Motion
10 for Preliminary Approval shall be written in a neutral manner that does not contain
11 inflammatory language about the Parties or their perceived conduct in the Action.

12 7.3 Upon filing of the Motion for Preliminary Approval, Huda Beauty shall
13 provide timely notice of the Settlement, as required by the Class Action Fairness Act,
14 28 U.S.C. § 1711, *et seq.*

15 7.4 In accordance with the schedule set in the Preliminary Approval Order,
16 Plaintiffs’ Counsel shall draft the motion for Final Approval Order and Final Judgment
17 and provide that draft to Defense Counsel at least ten (10) calendar days before filing
18 such motion with the Court.

19 7.5 In the event that the Settlement is not approved (following the exhaustion
20 of any appellate review), then (a) this Settlement Agreement shall be null and void and
21 of no force or effect, (b) all payments provided to the Settlement Administrator,
22 including any and all interest earned thereon, less monies expended toward settlement
23 administration and/or Settlement Funds, shall be returned to Huda Beauty within ten
24 (10) days from the date the Settlement Agreement becomes null and void, (c) any release
25 shall be of no force or effect, and (d) the Settlement may not be referred to or used as
26 evidence or for any other purpose whatsoever in the Action or in any other action or
27 proceeding. In such event, the Action will proceed as if no settlement has been
28 attempted, and the Parties shall be returned to their respective procedural postures

1 existing on the date the Settlement is executed, so that the Parties may take such
2 litigation steps that they otherwise would have been able to take absent the pendency of
3 this Settlement. However, any reversal, vacatur, or modification on appeal of (a) any
4 amount of the Attorneys' Fees and Expenses awarded by the Court to Plaintiffs'
5 Counsel, or (b) any determination by the Court to award less than the amounts requested
6 in Attorneys' Fees and Expenses shall not give rise to any right of termination or
7 otherwise serve as a basis for termination of this Settlement.

8 **8. ATTORNEYS' FEES AND EXPENSES**

9 8.1 The Parties have not agreed to the payment of any particular amount of
10 attorneys' fees and/or expenses. Huda Beauty agrees only to pay the Attorneys' Fees
11 and Expenses to Plaintiffs' Counsel that are awarded by the Court. The Parties have not
12 discussed, and have no agreement on the amount of any award of Attorneys' Fees and
13 Expenses to Plaintiffs' Counsel. Any award of Attorneys' Fees and Expenses shall be
14 decided by the Court. At least fourteen (14) calendar days before filing a motion seeking
15 any award of Attorneys' Fees and Expenses, Plaintiffs' Counsel will disclose to Huda
16 Beauty their lodestar and the amount of fees they intend to seek in their application to
17 the Court for an award of Attorneys' Fees and Expenses for the benefit of Plaintiffs and
18 all other Settlement Class Members. It is the Parties' understanding and agreement that
19 no other counsel will be entitled to an independent award of attorneys' fees or expenses.

20 8.2 Huda Beauty reserves the right, if any, to object to and oppose the amount
21 of attorneys' fees requested in Plaintiffs' Counsel's application for Attorneys' Fees and
22 Expenses. Settlement Class Members shall also have at least thirty-five (35) calendar
23 days to object to and oppose Plaintiffs' Counsel's request for Attorneys' Fees and
24 Expenses by filing with the Court and serving on Plaintiffs' Counsel and Defense
25 Counsel any objections relating to the Motion for Attorneys' Fees and Expenses.

26 8.3 There shall be no "service" or "incentive" award to Plaintiffs. The sole
27 financial consideration to Plaintiffs shall be through the process specified in
28 paragraph 6.3 and applicable to all Settlement Class Members.

1 8.4 The Court’s award(s) of Attorneys’ Fees and Expenses, if any, shall be
2 separate from its determination of whether to approve the Settlement. In the event the
3 Court approves the Settlement, but declines to award Plaintiffs’ Counsels’ Attorneys’
4 Fees and Expenses in the amounts requested by Plaintiffs’ Counsel (or any attorneys’
5 fees at all), the Settlement will nevertheless be binding on the Parties and the Settlement
6 Class. Huda Beauty, Plaintiffs, and Plaintiffs’ Counsel will have the right to appeal the
7 award of Attorneys’ Fees and Expenses, though any such appeal shall not delay or
8 otherwise affect the Effective Date of the Settlement Agreement, including but not
9 limited to the release of claims set forth in Paragraph 9, the dismissal of the Action set
10 forth in Paragraph 9.5, and the Settlement Fund and distribution dates set forth in
11 Paragraph 6.

12 8.5 The Court’s award of Attorneys’ Fees and Expenses, if any, shall be paid
13 by Huda Beauty via wire transfer to Plaintiffs’ Counsel within twenty-one (21) calendar
14 days following the Effective Date, subject to Plaintiffs’ Counsel executing the
15 Undertaking Regarding Attorneys’ Fees and Costs attached as Exhibit G, and providing
16 all information necessary to effectuate such transmission, including adequate payment
17 instructions consisting of wire transfer instructions, instructions for payment by check,
18 and completed IRS Forms W-9 (including addresses and tax identification numbers).
19 Pursuant to the Undertaking Regarding Attorneys’ Fees and Costs, Plaintiffs’ Counsel
20 hereby jointly and severally submit themselves and their law firms (including all
21 shareholders, members, and/or partners of their law firms) to the obligation to repay to
22 Huda Beauty the Attorneys’ Fees and Expenses that have been paid if the Court’s Final
23 Approval Order and Final Judgment and/or order regarding Attorneys’ Fees and
24 Expenses is vacated, overturned, reversed, or rendered void. Furthermore, the
25 Undertaking Regarding Attorneys’ Fees and Costs authorizes the Court to summarily
26 issue orders (including, but not limited to, judgments and attachment orders) against
27 each of Plaintiffs’ Counsel for up to the full amount of Attorneys’ Fees and Expenses
28 (plus any additional attorneys’ fees or expenses incurred by Huda Beauty in connection

1 with the litigation or enforcement of the Undertaking), and to make findings for
2 sanctions for contempt of court and all other appropriate relief. Plaintiffs' Counsel
3 submits to the jurisdiction of the Court to issue such orders.

4 **9. RELEASES AND DISMISSAL OF ACTIONS**

5 9.1 Release by Settlement Class Members. As of the Effective Date, the
6 Settlement Class Members and their respective heirs, executors, administrators,
7 representatives, agents, partners, successors, and assigns shall have fully, finally, and
8 forever released, relinquished, and discharged any and all past, present, and future
9 claims, actions, demands, causes of action, suits, debts, obligations, damages, rights and
10 liabilities, that were brought, could have been brought, or are related to the same facts
11 underlying the claims asserted in the Action regarding the Products at issue, known or
12 unknown, recognized now or hereafter, existing or preexisting, expected or unexpected,
13 pursuant to any theory of recovery (including, but not limited to, those based in contract
14 or tort, common law or equity, federal, state, territorial, or local law, statute, ordinance,
15 or regulation), against the Released Parties, for any type of relief that can be released as
16 a matter of law, including, without limitation, claims for monetary relief, damages
17 (whether compensatory, consequential, punitive, exemplary, liquidated, and/or
18 statutory), costs, penalties, interest, attorneys' fees, litigation costs, restitution, or
19 equitable relief. Notwithstanding the foregoing, the release shall not include any claims
20 relating to Settlement Class Members' actual personal injuries, nor any claims relating
21 to the continued enforcement of the Settlement or any other Court orders.

22 9.2 Release by Named Plaintiffs. As of the Effective Date, Plaintiffs and their
23 respective heirs, executors, administrators, representatives, agents, partners, successors,
24 and assigns shall have fully, finally, and forever released, relinquished, and discharged
25 any and all past, present, and future claims, actions, demands, causes of action, suits,
26 debts, obligations, damages, rights and liabilities, that were brought, could have been
27 brought, or are related to the same facts underlying the claims asserted in the Action
28 regarding the Products at issue, known or unknown, recognized now or hereafter,

1 existing or preexisting, expected or unexpected, pursuant to any theory of recovery
2 (including, but not limited to, those based in contract or tort, common law or equity,
3 federal, state, territorial, or local law, statute, ordinance, or regulation), against the
4 Released Parties, for any type of relief that can be released as a matter of law, including,
5 without limitation, claims for monetary relief, damages (whether compensatory,
6 consequential, punitive, exemplary, liquidated, and/or statutory), costs, penalties,
7 interest, attorneys' fees, litigation costs, restitution, or equitable relief. For the
8 avoidance of doubt, Plaintiffs' released claims shall include any and all claims related
9 to personal injury, including eye irritation. Plaintiffs' Counsel and Plaintiffs hereby
10 represent and warrant that Plaintiffs have the capacity to execute such a release.
11 Notwithstanding the foregoing, the release shall not include any claims relating to the
12 continued enforcement of the Settlement or any other Court orders.

13 9.3 As of the Effective Date, Huda Beauty shall have fully, finally, and forever
14 released, relinquished, and discharged all claims arising out of the initiation or
15 prosecution of the Action that are known to Huda Beauty as of the Effective Date,
16 against Plaintiffs and/or Plaintiffs' Counsel. Notwithstanding the foregoing, this release
17 shall not include any future claims relating to the continued enforcement of the
18 Settlement and/or any other Court orders. This release does not constitute a general
19 release.

20 9.4 After entering into this Settlement, the Settlement Class Members and/or
21 Plaintiffs may discover facts other than, different from, or in addition to, those that they
22 know or believe to be true with respect to the claims released by this Settlement, but
23 they intend to release fully, finally and forever any and all such claims other than any
24 Settlement Class Member's claims for personal injuries. The Settlement Class Members
25 and Plaintiffs expressly agree that, upon the Effective Date, they waive and forever
26 release any and all provisions, rights, and benefits conferred by:

27 a) Section 1542 of the California Civil Code, which reads:

28 **A GENERAL RELEASE DOES NOT EXTEND TO**

1 **CLAIMS THAT THE CREDITOR OR RELEASING**
2 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST**
3 **IN HIS OR HER FAVOR AT THE TIME OF**
4 **EXECUTING THE RELEASE AND THAT, IF**
5 **KNOWN BY HIM OR HER, WOULD HAVE**
6 **MATERIALLY AFFECTED HIS OR HER**
7 **SETTLEMENT WITH THE DEBTOR OR**
8 **RELEASED PARTY.**

9 and

10 b) any law of any state, territory, or possession of the United States or
11 principle of common law, which is similar, comparable, or
12 equivalent to section 1542 of the California Civil Code.

13 9.5 Upon the Effective Date, the Action shall be dismissed with prejudice.

14 9.6 The Court shall retain jurisdiction over this Action to enforce the terms of
15 this Settlement. In the event that any applications for relief are made, such applications
16 shall be made to the Court. To avoid doubt, the Final Judgment applies to and is binding
17 upon the Parties, the Settlement Class Members, and their respective heirs, successors,
18 and assigns.

19 **10. HUDA BEAUTY’S DENIAL OF LIABILITY; AGREEMENT AS**
20 **DEFENSE IN FUTURE PROCEEDINGS**

21 10.1 Huda Beauty has indicated its intent to vigorously contest each and every
22 claim in the Action, and denies all of the material allegations in both of those lawsuits.
23 Huda Beauty enters into this Settlement Agreement without in any way acknowledging
24 any fault, liability, or wrongdoing of any kind. Huda Beauty nonetheless has concluded
25 that it is in its best interests that the Action be settled on the terms and conditions set
26 forth herein in light of the expense that would be necessary to defend the Action, the
27 benefits of disposing of protracted and complex litigation, and the desire of Huda Beauty
28 to conduct its business unhampered by the distractions of continued litigation.

 10.2 Neither this Settlement Agreement, nor any of its terms or provisions, nor
any of the negotiation or proceedings connected with it, shall be construed as an
admission or concession by Huda Beauty of the truth of any of the allegations in the

1 Action, or of any liability, fault, or wrongdoing of any kind.

2 10.3 To the extent permitted by law, neither this Settlement Agreement, nor any
3 of its terms, nor any of the negotiations or proceedings connected with it, shall be offered
4 as evidence or received in evidence in any pending or future civil, criminal,
5 administrative, or other action or proceeding to establish any liability or admission by
6 Huda Beauty.

7 10.4 To the extent permitted by law, this Settlement Agreement may be pleaded
8 as a full and complete defense to, and may be used as the basis for an injunction against,
9 any action, suit, or other proceeding which may be instituted, prosecuted, or attempted
10 for claims covered by the releases in this Settlement Agreement.

11 **11. MODIFICATION OR TERMINATION OF THE SETTLEMENT**

12 11.1 Huda Beauty may, at its sole discretion, terminate this Settlement
13 Agreement if the number of Settlement Class Members who seek exclusion from the
14 Settlement Class exceeds five hundred (500).

15 11.2 The terms and provisions of this Settlement Agreement may be amended,
16 modified, or expanded by written agreement of the Parties and approval of the Court;
17 provided, however, that after entry of the Final Approval Order and Final Judgment, the
18 Parties may by written agreement effect such amendments, modifications, or expansions
19 of this Settlement Agreement and its implementing documents (including all exhibits)
20 without further notice to the Settlement Class or approval by the Court if such changes
21 are consistent with the Court's Final Approval Order and Final Judgment and do not
22 materially alter, reduce, or limit the rights of Settlement Class Members.

23 11.3 In the event the terms or conditions of this Settlement Agreement, other
24 than terms pertaining to the Attorneys' Fees and Expenses, are materially modified by
25 any court, Huda Beauty may, in its sole discretion and within thirty (30) calendar days
26 of such material modification, declare this Settlement null and void as provided in
27 paragraph 7.5. For purposes of this paragraph, material modifications include any
28 modifications to the definitions of the Settlement Class, Settlement Class Members,

1 Released Parties, or the scope of the releases (as provided in paragraphs 9.1 and 9.2),
2 any modifications to the terms of the Settlement consideration (as provided in
3 paragraph 5), any changes to the notice provisions, and substantive revisions to the
4 Preliminary Approval Order from the form attached as Exhibit D. In the event of any
5 modification by any court, and in the event Huda Beauty does not exercise its unilateral
6 option to withdraw from this Settlement, the Parties shall meet and confer within
7 fourteen (14) calendar days of such modification to attempt to reach an agreement as to
8 how best to effectuate the court-ordered modification.

9 11.4 If the Effective Date is not reached, this Settlement Agreement is without
10 prejudice to the rights of any party hereto, and all terms, negotiations, and proceedings
11 connected therewith shall not be deemed or construed to be an admission by any Party
12 or evidence of any kind in these Actions or any other action or proceeding.

13 **12. NOTICES**

14 12.1 All notices to Plaintiffs shall be delivered to:

15 Peter J. Farnese
16 **BESHADA FARNESE LLP**
17 700 S. Flower St., Suite 1000
18 Los Angeles, CA 90017
19 pjf@bflplaw.com

20 and

21 Alex R. Straus (SBN 321366)
22 **WHITFIELD BRYSON LLP**
23 16748 McCormick Street
24 Los Angeles, CA 91436
25 (917) 471-1894 (phone)
26 (615) 921-6501 (fax)
27 astraus@whitfieldbryson.com

28 12.2 All notices to Huda Beauty shall be delivered to:

Christopher Chorba, Esq.
Gibson, Dunn & Crutcher LLP

1 333 South Grand Avenue
2 Los Angeles, CA 90071
3 CChorba@gibsondunn.com

4 12.3 The notice recipients and addresses designated in paragraphs 12.1 and 12.2
5 may be changed upon written notice provided to all individuals identified in those
6 paragraphs.

7 **13. MISCELLANEOUS**

8 13.1 The exhibits and appendices attached to this Settlement Agreement are
9 integral parts thereof and together with this Settlement Agreement, contain the entire,
10 complete and integrated statement of each and every term and provision of the
11 Settlement. This Settlement Agreement may not be modified in any respect except upon
12 the written consent of the Parties.

13 13.2 The undersigned each represent and warrant that each has authority to enter
14 into this Settlement Agreement on behalf of the Party indicated below his or her name.

15 13.3 If, prior to the Effective Date, Plaintiffs' Counsel knows, or has reason to
16 know, of any Settlement Class Member who intends to exclude himself or herself from
17 the Settlement or who intends to submit an objection to the Settlement, Plaintiffs'
18 Counsel shall promptly notify Defense Counsel within three (3) days. The Parties shall
19 thereafter meet and confer within seven (7) days of such notification to determine
20 whether any modifications to the Settlement, or any other actions or filings, are required.

21 13.4 Plaintiffs' Counsel and Plaintiffs represent and warrant that they have not
22 assigned or transferred, or purported to assign or transfer, to any person or entity, any
23 claim or any portion thereof or interest therein, including, but not limited to, any interest
24 in the Actions or any related action, and they further represent and warrant that they
25 know of no such assignments or transfers on the part of any Member of the Settlement
26 Class.

27 13.5 The Parties, together with Plaintiffs' Counsel and Defense Counsel, have
28 jointly participated in the drafting of this Settlement Agreement. No Party hereto shall

1 be considered the drafter of this Settlement Agreement or any provision hereof for the
2 purpose of any statute, case law or rule of interpretation or construction that would or
3 might cause any provision to be construed against the drafter hereof.

4 13.6 As used in this Settlement Agreement, the masculine, feminine, or neutral
5 gender, and the singular or plural wording, shall each be deemed to include the others
6 whenever the context so indicates.

7 13.7 Unless otherwise noted, all references to “days” in this Settlement
8 Agreement shall be to calendar days. In the event any date or deadline set forth in this
9 Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline
10 shall be on the first business day thereafter.

11 13.8 Any and all disputes arising from or related to this Settlement Agreement
12 must be brought by the Parties, Plaintiffs’ Counsel, Defense Counsel, and/or Members
13 of the Settlement Class exclusively to the Court. The Parties, Plaintiffs’ Counsel,
14 Defense Counsel, and Members of the Settlement Class irrevocably submit to the
15 exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or
16 dispute arising out of or relating to this Settlement Agreement.

17 13.9 Unless otherwise ordered by the Court, the Parties may jointly agree to
18 reasonable extensions of time to carry out any of the provisions of this Settlement
19 Agreement.

20 13.10 All motions, discovery, and other proceedings in the Action shall be stayed
21 until the Court enters the Final Approval Order and Final Judgment, or this Settlement
22 Agreement is otherwise terminated.

23 13.11 Nothing in this Settlement Agreement shall alter or abrogate any prior
24 Court orders entered in the Action.

25 13.12 This Settlement Agreement may be executed in counterparts. Facsimile or
26 PDF signatures shall be considered valid as of the date they bear.

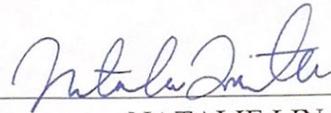
27 13.13 The Parties, together with Plaintiffs’ Counsel and Defense Counsel, agree
28 to prepare and execute all documents, to seek Court approvals, to defend Court

1 approvals, and to do all things reasonably necessary to complete the Settlement.

2 13.14 This Settlement Agreement is executed voluntarily by each of the Parties
3 without any duress or undue influence on the part, or on behalf, of any of them. The
4 Parties represent and warrant to each other that they have read and fully understand the
5 provisions of this Settlement Agreement and have relied on the advice and representation
6 of legal counsel of their own choosing.

7 13.15 This Settlement Agreement may be amended or modified only by a written
8 instrument signed by Defense Counsel and Plaintiffs' Counsel and approved by the
9 Court.

10
11 June 2, 2021



NATALIE LINARTE

12
13
14 June ___, 2021

Peter Farnese
*Attorney for Natalie Linarte and the Proposed
Class*

15
16
17
18 June ___, 2021

Cristie Ramirez

19
20
21 June ___, 2021

Alex Straus
*Attorney for Cristie Ramirez and the Proposed
Class*

22
23
24
25
26 June ___, 2021

Pierre-Etienne Bureau
Chief Financial Officer, Huda Beauty

1 || approvals, and to do all things reasonably necessary to complete the Settlement.

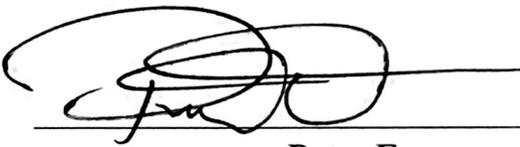
2 || 13.14 This Settlement Agreement is executed voluntarily by each of the Parties
3 without any duress or undue influence on the part, or on behalf, of any of them. The
4 Parties represent and warrant to each other that they have read and fully understand the
5 provisions of this Settlement Agreement and have relied on the advice and representation
6 of legal counsel of their own choosing.

7 13.15 This Settlement Agreement may be amended or modified only by a written
8 instrument signed by Defense Counsel and Plaintiffs' Counsel and approved by the
9 Court.

10
11 June __, 2021

NATALIE LINARTE

12
13
14 June 2, 2021



Peter Farnese
Attorney for Natalie Linarte and the Proposed Class

15
16
17
18 June __, 2021

Cristie Ramirez

19
20
21 June __, 2021

Alex Straus
Attorney for Cristie Ramirez and the Proposed Class

22
23
24
25
26 June __, 2021

Pierre-Etienne Bureau
Chief Financial Officer, Huda Beauty

27
28

1 approvals, and to do all things reasonably necessary to complete the Settlement.

2 13.14 This Settlement Agreement is executed voluntarily by each of the Parties
3 without any duress or undue influence on the part, or on behalf, of any of them. The
4 Parties represent and warrant to each other that they have read and fully understand the
5 provisions of this Settlement Agreement and have relied on the advice and representation
6 of legal counsel of their own choosing.

7 13.15 This Settlement Agreement may be amended or modified only by a written
8 instrument signed by Defense Counsel and Plaintiffs' Counsel and approved by the
9 Court.

10
11 June __, 2021

NATALIE LINARTE

12
13
14 June __, 2021

Peter Farnese
*Attorney for Natalie Linarte and the Proposed
Class*

15
16
17
18 June __, 2021

Cristie Ramirez

19
20
21 June __, 2021

Alex Straus

*Attorney for Cristie Ramirez and the Proposed
Class*

22
23
24
25
26 June __, 2021

Pierre-Etienne Bureau
Chief Financial Officer, Huda Beauty

1 approvals, and to do all things reasonably necessary to complete the Settlement.

2 13.14 This Settlement Agreement is executed voluntarily by each of the Parties
3 without any duress or undue influence on the part, or on behalf, of any of them. The
4 Parties represent and warrant to each other that they have read and fully understand the
5 provisions of this Settlement Agreement and have relied on the advice and representation
6 of legal counsel of their own choosing.

7 13.15 This Settlement Agreement may be amended or modified only by a written
8 instrument signed by Defense Counsel and Plaintiffs' Counsel and approved by the
9 Court.

10
11 June ___, 2021

NATALIE LINARTE

12
13
14 June ___, 2021

Peter Farnese
*Attorney for Natalie Linarte and the Proposed
Class*

15
16
17
18 June ___, 2021

Cristie Ramirez

19
20
21 June ___, 2021

Alex Straus
*Attorney for Cristie Ramirez and the Proposed
Class*

22
23
24
25 June 10th, 2021



Pierre-Etienne Bureau
Chief Financial Officer, Huda Beauty



1 June 10, 2021

2 Christopher Chorba
3 *Attorney for HB USA Holdings, Inc., d/b/a*
4 *Huda Beauty*

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

EXHIBIT A

CLAIM FORM AND INSTRUCTIONS

In order for you to qualify to receive compensation related to *Ramirez, et al. v. HB USA Holdings, Inc.*, Case No. 5:20-cv-01016 JGB(SHKx), as described in the Notice of this Settlement (the "Class Notice"), you must file a Claim Form in the attached form either in paper or electronically on the Settlement Website at www.neonobsessionssettlement.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 any color of Huda Beauty Neon Obsessions Pressed Pigment Palettes in the United States on or before **[Preliminary Approval Date]**
4. If you received the Class Notice directly by email or mail, you must submit a completed Claim Form to receive a payment of Twenty-Nine U.S. Dollars (\$29.00) for each Product, up to a maximum of three (3) Products, for a maximum total payment to each Settlement Class Member of Eighty-Seven U.S. Dollars (\$87.00).

If you did not receive the Class Notice directly by email or mail, you must submit a Proof of Purchase with your completed Claim Form to receive a payment of Twenty-Nine U.S. Dollars (\$29.00) for each Product, up to a maximum of three (3) Products, for a maximum total payment to each Settlement Class Member of Eighty-Seven U.S. Dollars (\$87.00). An acceptable Proof of Purchase may be in the form of any reasonably reliable proof of purchase for class membership, such as: (a) a printed receipt; (b) an e-mail receipt or order confirmation; (c) a shipping confirmation from Huda Beauty, Sephora, J. C. Penney, or Namie's; (d) any other purchase history documentation, and/or a picture of the actual Product and/or Product packaging (and not a sample or facsimile).

If you did not receive the Class Notice directly by email or mail and do not have Proof of Purchase, you may submit a claim for payment of a total of Ten U.S. Dollars (\$10.00) per household for all Products claimed, up to a maximum of three (3) Products, for a maximum total payment of Thirty U.S. Dollars (\$30.00).

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 **[REDACTED]**, to:

Claims Administrator
P.O. Box 301
Valparaiso, IN 46384

Or (B) you may complete and submit the Claim Form and Certification using the Settlement Website at www.neonobsessionssettlement.com. If you file an electronic Claim Form and have Proof of Purchase, you must either send your Proof of Purchase to the Claims Administrator via the website, e-mail at info@neonobsessionssettlement.com or via U.S. Mail at the Claims Administrator's address above.

6. Your failure to complete and submit the Claim Form using the Settlement Website by **[REDACTED]**, 2021, or by mail postmarked by **[REDACTED]**, 2021, will preclude you from receiving any monetary payment or product benefit 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 *Ramirez, et al. v. HB USA Holdings, Inc.* If the Claims Administrator determines that your claim may be invalid, the Claims Administrator may reject your claim subject to your right to present information to dispute the Claims Administrator's finding. For more information on this process, see Paragraph 6 of the Settlement Agreement, which is available at www.neonobsessionssettlement.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)

Please choose one of the following:

(a) Check here if you received notice directly by mail or email.

Quantity Purchased: _____

(b) Check here if you did not receive notice by mail or email but have a Proof of Purchase to submit with your claim.

Quantity Purchased: _____

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 Class Products along with this Claim Form to the Claims Administrator, Digital Settlement Group, LLC, P.O. Box 301, Valparaiso, IN 46384.

(c) Check here if you did not receive notice by mail or email, and do not have a Proof of Purchase to submit with your claim.

Quantity Purchased: _____

**Failure to include Proof of Purchase for claims in which a Proof of Purchase is required will result in the reduction of your claims.

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 any color of Huda Beauty Neon Obsessions Pressed Pigment palettes in the United States until **[INSERT PRELIMINARY APPROVAL DATE]**.

- Please note that if you did not receive the Class Notice via email or mail, you must submit your Proof of Purchase, such as receipts, shipping confirmation, picture of the product, or similar documents in order to be eligible for a cash payment of \$29.00 per unit (a Maximum of 3).
- If you do not provide valid Proof of Purchase, you may claim a total of Ten U.S. Dollars (\$10.00) per household for all Products claimed, up to a maximum of three (3) products, for a maximum total payment to each Settlement Class Member without Proof of Purchase of Thirty U.S. Dollars (\$30.00) per household.

I am not an officer, director, agent, servant or employee of HB USA Holdings, Inc. dba Huda Beauty or any related entity thereof; a judge in this lawsuit; or an immediate family member of such persons; I did not purchase Neon Obsessions products for resale or distribution to others; and I have not requested exclusion from the Settlement.

I understand that my claim 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 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 _____, 2021.

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(s) of Purchase, if you have them, along with the Claim Form.
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 Claims Administrator via mail or by calling the Claims Administrator's toll-free telephone number, each listed in the Notice. Please be sure to include your 8-digit Claim ID number.

*Fields or Sections are Required to be Completed.

EXHIBIT B

EXHIBIT B

United States District Court for the Central District of California

Ramirez, et al. v. HB USA Holdings, Inc., Case No. 5:20-cv-01016 JGB(SHKx)

If You Purchased a Huda Beauty Neon Obsessions Pressed Pigment Palette, You May Be Eligible for a Cash Refund up to \$87 from a Class Action Settlement

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers of Huda Beauty Neon Obsessions makeup palettes sued the distributors, HB USA Holdings, Inc. dba Huda Beauty, alleging violations of laws relating to the marketing and sale of certain products. The Plaintiffs alleged that Huda Beauty Neon Obsessions Pressed Pigment Palettes (the “Products”) are unlawfully marketed in the United States for use in the eye area, and that Huda Beauty’s labelling and marketing failed disclose material information about the Products. Huda Beauty denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the products are safe and effective. The Court has not decided whether Huda Beauty did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.
- You are eligible to participate in the Proposed Settlement if you purchased any color of Huda Beauty Neon Obsessions Pressed Pigment Palettes in the United States until [DATE], 2021:

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the Proposed Settlement of this Lawsuit,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS	
WHAT IS THIS?	A Settlement has been reached in a class action lawsuit. The lawsuit involves Huda Beauty Neon Obsessions Pressed Pigment makeup palettes. The Plaintiffs alleged that that the Products are unlawfully marketed in the United States for use in the eye area and failed disclose material information, Huda Beauty denies any wrongdoing and assert that the products are not defective. The Court has not decided whether Huda Beauty did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM FORM POSTMARKED BY [DATE]	This is the only way to receive a monetary payment from the Proposed Settlement. By remaining in the Proposed Settlement, whether or not you submit a claim, you will give up any rights to sue Huda Beauty separately about the legal claims in this lawsuit. Claim Forms are available at www.neonobsessionssettlement.com . For more detail about the claim process, please see questions 5, 6 and 7 below .
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you opt out of the Proposed Settlement, you will not be eligible to receive the monetary payment, but you will keep your right to sue Huda Beauty about the same legal claims in this lawsuit. Requests for exclusion must be postmarked by [date] and mailed to Digital Settlement Group, LLC, PO Box 301, Valparaiso, IN 46384. For more detail about excluding yourself from the Class, please see questions 9 and 11 below .
OBJECT OR COMMENT BY [DATE]	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Settlement. Objections and comments must be filed with the Court and served on the Parties by [date] . For more detail about objecting or commenting, please see questions 10 and 11 below .
APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by [date] . You may enter your appearance in Court through an attorney at your own expense if you so desire. For more detail about appearing in this lawsuit or attending the final hearing, please see questions 10, 14, 15 and 16 below .
DO NOTHING	By doing nothing, you will not receive a monetary payment. You will also give up any rights to sue Huda Beauty separately about the legal claims in this lawsuit.

- Your rights and options – **and the deadlines to exercise them** – are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit (*i.e.*, the monetary payments described herein) will be made available if the Court approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please read on and/or visit

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

www.neonobsessionssettlement.com.

BASIC INFORMATION

1. Why did I get this notice?

If you purchased any variety of Huda Beauty Neon Obsessions Pressed Pigment Palettes, as described on page 1 of this Notice, you have a right to know about the proposed Settlement of a class action lawsuit and your options. If you have received word of this Notice in the mail or by e-mail, you have been identified from available records as a possible purchaser of the Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website. If the Court approves it, and if objections and all appeals are resolved in favor of settlement approval, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement on the settlement website.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Jesus G. Bernal of the United States District Court for the Central District of California is overseeing the lawsuit, which is known as *Ramirez, et al. v. HB USA Holdings, Inc.*, Case No. 5:20-cv-01016 JGB(SHKx). The persons who sued are called the Plaintiffs, and the company they sued, HB USA Holdings Inc. dba Huda Beauty, is called the Defendant.

2. What is this lawsuit about?

In this lawsuit, the Plaintiffs claim that the Huda Beauty Neon Obsessions Pressed Pigment Palettes marketed and distributed by Huda Beauty are unlawfully marketed in the United States for use in the eye area, and that Huda Beauty's labelling and marketing failed disclose material information about the products. Huda Beauty denies Plaintiffs' claims, deny any wrongdoing, and assert that the products are safe, effective, and conform with all state and federal regulations. The Court has not determined which side is right. Rather, the Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The company they sued (in this case, Huda Beauty) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Am I part of this Class?

You are part of the class if you purchased any variety of Huda Beauty Neon Obsessions

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

Pressed Pigment Palettes in the United States until [DATE], 2021.

THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide the following benefits to Class Members.

Monetary Relief. Settlement Class Members who submit a valid Claim Form and either (a) receive a direct notice or (b) provide proof of purchase shall be eligible for a payment of Twenty-Nine U.S. Dollars (\$29.00) for each Product, up to a maximum of three (3) products, for a maximum total payment to each Settlement Class Member of Eighty-Seven U.S. Dollars (\$87.00). Class members who do not provide valid Proof of Purchase shall be eligible to submit a claim for payment of a total of Ten U.S. Dollars (\$10.00) per household for all Products claimed, up to a maximum of three (3) products, for a maximum total payment to each Settlement Class Member without Proof of Purchase of Thirty U.S. Dollars (\$30.00).

Injunctive Relief. In the event that Huda Beauty reintroduces the Products (as previously formulated), Huda Beauty agrees it will include a disclosure visible on the rear panel of the U.S. Product packaging, its U.S. website, and U.S.-facing marketing and advertising (including any third-party retailers) where the Products are shown being used around the eye, which states: “*WARNING for U.S. Customers: may contain color additives that are not approved by the F.D.A. for use in the eye area” or similar language, to the extent consistent with current regulatory guidance in the United States. In addition, Huda Beauty will append a “*” symbol to each specific shade at issue that links to the above disclaimer on the label of the Products. Huda Beauty also agrees that it will implement the above disclosures for any future “pressed pigment” or eye shadow products marketed in the United States that are substantially similar to the Products (i.e., that contain color additives not approved by FDA for use in the eye area).

The Parties have further agreed that Huda Beauty will pay the costs to administer this Proposed Settlement, reasonable attorneys’ fees, costs and expenses, and a payment to the named Plaintiffs (see question XX below). A detailed description of the settlement benefits can also be found in the Settlement Agreement here [insert hyperlink].

6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, then eligible Class Members whose claims were approved by the Claims Administrator will receive their payment within 21 days after the Settlement has been finally approved and/or after any appeals process is complete. Class members may choose to receive payments electronically (e.g., PayPal, Venmo, etc.) or paper check.

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

HOW TO GET THE SETTLEMENT BENEFITS

7. How do I get my monetary payment?

If you are a Class Member and want to receive a payment under the Settlement, you must complete and submit a Claim Form no later than [Claims Deadline]. Claims Forms can be found and submitted on-line, or they can be mailed and postmarked by [Claims Deadline]. You may have received a link to the Claim Form via e-mail, or in the mail as a postcard notice of the Settlement. To submit a Claim Form on-line or to request a paper copy, go to www.neonobsessionssettlement.com or call toll free, (877) 342-0808.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

If you do nothing, then you will remain in the Class and not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Huda Beauty with respect to the claims being resolved by the Settlement, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in question 10 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting out” – you won’t get any money or benefits from the Settlement. However, you may then be able to separately sue or continue to sue Huda Beauty for the legal claims that are the subject of the lawsuit. If you bring your own lawsuit against Huda Beauty after you exclude yourself, you will have to hire your own lawyer for that lawsuit, and you will have to prove your claims.

To exclude yourself from the Settlement, you must mail a written request for exclusion to the Claims Administrator, stating that you “want to be excluded from the Settlement in *Ramirez, et al. v. HB USA Holdings, Inc.*, Case No. 5:20-cv-01016 JGB(SHKx).” Your written request for exclusion must also include your name, current address, and telephone number. And the request must be signed and dated by you. Your request for exclusion must be mailed and postmarked on or before [Objection/Exclusion Deadline] to:

Digital Settlement Group, LLC
PO Box 301
Valparaiso, IN 46384

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

10. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must file with the Court a written objection entitled "Objection to Class Settlement in *Ramirez, et al. v. HB USA Holdings, Inc.*, Case No. 5:20-cv-01016 JGB(SHKx)" that identifies all the reasons for your objections and any legal and factual support for those reasons. Your written objection must also include your name, address, telephone number, and email address if available, and it must state information showing that you are a Class Member (i.e. Proof of Purchase or a verification under penalty of perjury as to the date and location of your purchase(s)). It must also state if you are represented by legal counsel, and if so, provide contact information for your lawyer, including his or her email address if available.

If you intend to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in questions 14, 15 and 16), you must also state your intention to appear in your written objection.

You must file your written objection with the Court and mail a copy to the following persons and places, postmarked no later than [Objection/Exclusion Deadline].

Court	Class Counsel	Huda Beauty's Counsel
The Honorable Jesus G. Bernal United States District Court for the Central District of California 3470 Twelfth Street, Courtroom 1 Riverside, CA 92501-3801	Peter J. Farnese Beshada Farnese LLP 700 S. Flower St. Suite 1000 Los Angeles, CA 90017 pjf@bflplaw.com William A. Ladnier Jonathan B. Cohen Greg Coleman Law PC First Tennessee Plaza 800 S. Gay Street, Suite 1100 Knoxville, TN 37929 will@gregcolemanlaw.com jonathan@gregcolemanlaw.com Alex R. Straus Caroline Ramsey Taylor Whitfield Bryson LLP 16748 McCormick Street Los Angeles, CA 91436	Christopher Chorba, Esq. Gibson, Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071 CChorba@gibsondunn.com

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

	<u>astraus@whitfieldbryson.com</u> <u>caroline@whitfieldbryson.com</u>	
--	--	--

11. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement means that you do not want to be part of the Class. If you exclude yourself, then you have no basis to object to the Settlement because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Beshada Farnese LLP, Greg Coleman Law PC, and Whitfield Bryson LLP to represent the Plaintiffs and all Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

13. How will the lawyers be paid?

In addition to the monetary benefit to be paid to the Class Members, Huda Beauty has agreed to pay Class Counsel's fees, costs, and expenses in an amount to be determined by the Court. The Parties have no agreement on the amount of Class Counsel's fees, costs, and expenses, and Huda Beauty reserves the right to oppose the amount requested by Class Counsel. Any fees, costs, and expenses that are awarded to Class Counsel will be paid separately by Huda Beauty and in addition to the monetary benefits to Class Members.

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

14. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on [date] in Courtroom 1 at the United States Courthouse, 3470 Twelfth Street Riverside, CA 92501-3801. [INSERT Any Conference Call/Video Conference requirements] The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees, costs and expenses. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check www.neonobsessionssettlement.com or call (877) 342-0808

from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

15. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

16. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your written objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing in *Ramirez, et al. v. HB USA Holdings, Inc.*, Case No. 5:20-cv-01016 JGB(SHKx). Your written objection and notice of intent to appear must be filed with the Court and postmarked no later than [Objection/Exclusion Deadline], and sent to the addresses listed in question 10.

GETTING MORE INFORMATION

17. Are more details available?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, which can be found at www.neonobsessionssettlement.com. You may also write with questions to Digital Settlement Group, LLC, PO Box 301, Valparaiso, IN 46384. You can also call the Claims Administrator at (877) 342-0808 or Class Counsel at (855) 935-5322 (Toll Free), if

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

you have questions.

Questions? Visit www.neonobsessionssettlement.com or Contact the Settlement Administrator Toll Free at (877) 342-0808 or email info@neonobsessionssettlement.com

EXHIBIT C

EXHIBIT C

LEGAL NOTICE

If You Purchased a Huda Beauty Neon Obsessions Pressed Pigment Palette, You May Be Eligible for a Cash Refund up to \$87 With Proof of Purchase from a Class Action Settlement

Ramirez v. HB USA Holdings, Inc., Case No. 5:20-cv-01016-JGB-SHK

A Proposed Settlement has been reached in a class action lawsuit. Purchasers of Huda Beauty Neon Obsessions makeup palettes sued the distributors, HB USA Holdings, Inc. dba Huda Beauty, alleging violations of laws relating to the sale of the Huda Beauty Neon Obsessions Pressed Pigment Products (the “Products”). The Plaintiffs alleged that the Products are unlawfully marketed in the United States for use in the eye area and that Huda Beauty’s labelling and marketing failed disclose material information about the products. Huda Beauty denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the products are safe and effective. The Court has not decided whether Huda Beauty did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit and avoid the expenses and uncertainties of continuing the lawsuit.

WHAT IS THIS NOTICE ABOUT?

If you purchased any color of the Products in the United States, you have a right to know about the Proposed Settlement of a class action lawsuit and your options. If you have received this Summary Notice in the mail or by e-mail, you have been identified from available records as a possible purchaser of the Products at issue in the lawsuit.

AM I A MEMBER OF THE CLASS?

You are part of the class if you purchased any color of the Huda Beauty Neon Obsessions Pressed Pigment Palettes in the United States on or before [PRELIMINARY APPROVAL DATE].

WHAT DOES THE SETTLEMENT PROVIDE?

With Court approval, the settlement provides cash payments or, in the alternative, Huda Beauty Products. Settlement Class Members who submit a valid Claim Form and either (a) received a direct notice or (b) provide proof of purchase shall be eligible for a payment of Twenty-Nine U.S. Dollars (\$29.00) for each Product, up to a maximum of three (3) Products, for a maximum total payment to each Settlement Class Member of Eighty-Seven U.S. Dollars (\$87.00). Class members who are unable to provide valid Proof of Purchase shall be eligible to submit a claim for payment of a total of Ten U.S. Dollars (\$10.00) per household for all Products claimed, up to a maximum of three (3) products, for a maximum total payment to each Settlement Class Member without Proof of Purchase of Thirty U.S. Dollars (\$30.00). Settlement Class Members may review and select the available products on the Settlement Website.

In the event that Huda Beauty reintroduces the Products (as previously formulated), Huda Beauty agrees it will include a disclosure visible on the rear panel of the U.S. Product packaging, its U.S. website, and U.S.-facing marketing and advertising (including any third-party retailers) where the Products are shown being used around the eye, which states: “*WARNING for U.S. Customers: may contain color additives that are not approved by the F.D.A. for use in the eye area” or similar language, to the extent consistent with current regulatory guidance in the United States. In addition, Huda Beauty will append a “*” symbol to each specific shade at issue that links to the above disclaimer on the label of the Products. Huda Beauty also agrees that it will implement the above disclosures for any future “pressed pigment” or eye shadow products marketed in the United States that are substantially similar to the Products (i.e., that contain color additives not approved by FDA for use in the eye area).

WHAT ARE MY RIGHTS?

You have three options:

1. You Can Accept the Settlement. Class Members who wish to receive a Cash Payment must submit a Claim Form on or before [INSERT DATE] either online at www.NeonObsessionsSettlement.com or by mailing it to Digital Settlement Group, LLC; PO Box 301, Valparaiso, IN 46384 . If you don’t submit a timely Claim Form and don’t exclude yourself from the settlement, you will be bound by the settlement and will not receive a Cash Payment. If you stay in the Class, you will be bound by all orders and judgments of the Court, and you won’t be able to sue or continue to sue Huda Beauty as part of any other lawsuit involving the claims in this action.

2. You Can Object to the Settlement. You can ask the Court to deny approval by objecting with the Court. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the settlement as agreed to by the parties. If the Court denies approval, no settlement payments will be sent out to anyone and the

lawsuit may continue to be litigated on the merits. If that is what you want to happen, you must object. You may hire your own lawyer to appear in Court for you if you wish; however, you will be responsible for paying your lawyer. Objections will be considered by the Court only if filed in writing and mailed by [INSERT DATE] to the Office of the Clerk of Court; United States District Court for the Central District of California, 3470 Twelfth Street, Riverside, CA 92501-3801 and also mailed to counsel for the parties. Objections must state your name, address, telephone number, name of this Litigation, factual and legal grounds for your objection, name, address, and telephone number of any attorney representing you and any case in which you or your attorney has objected to a class action settlement previously in the last five years. The Court may only require substantial compliance with the requirements for submitting an objection. The Court may waive the requirement to submit a written objection if good cause is shown.

3. You Can “Opt-Out” (i.e., exclude yourself) from the Settlement. If you exclude yourself from the Class – which is sometimes called “opting out” of the Class – you won’t get a payment from the settlement but won’t be barred from asserting claims against Huda Beauty in a separate lawsuit. Such notice must include your name, address, telephone number, and signature and a statement that you want to be excluded from the settlement, in *Ramirez v. HB USA Holdings, Inc.*, Case No. 5:20-cv-01016-JGB-(SHK)” Central District of California. Your written request for exclusion must be mailed to Digital Settlement Group, LLC; PO Box 301, Valparaiso, IN 46384 and postmarked on or before [DATE].

THE FAIRNESS HEARING

On [DATE], at [TIME] a.m., the Court will hold a hearing in Courtroom 1 of the United States District Court for the Central District of California – Eastern Division to approve: (1) the proposed settlement as fair, reasonable, and adequate; and (2) the application for Plaintiff’s attorneys’ fees and reimbursement of litigation expenses. Class Members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval.

HOW CAN I GET MORE INFORMATION?

This is only a summary of the settlement. If you have questions or want to view the detailed notice or other documents about the Litigation, including the Settlement Agreement, you may visit NeonObsessionsSettlement.com or contact Class Counsel at info@bfillplaw.com, 855-935-5322 (Toll Free) or call the Settlement Administrator at (877) 342-0808 or info@neonobsessionssettlement.com

**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA**

EXHIBIT D

EXHIBIT D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRISTIE RAMIREZ and NATALIE
LINARTE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

HB USA HOLDINGS, INC., d/b/a
Huda Beauty,

Defendant.

CASE NO. 5:20-cv-01016-JGB-SHK

**[PROPOSED] ORDER CERTIFYING
SETTLEMENT CLASS; GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
AND APPROVING FORM AND
CONTENT OF CLASS NOTICE**

1 **WHEREAS**, Plaintiffs Cristie Ramirez and Natalie Linarte (“Plaintiffs”) and
2 Defendant HB USA Holdings, Inc. (“Huda Beauty”) entered into a Settlement
3 Agreement (Dkt. ___) on May 28, 2021, which, together with the exhibits and
4 appendices thereto, sets forth the terms and conditions for a proposed resolution of this
5 litigation and for its dismissal with prejudice;

6 **WHEREAS**, this Court has reviewed the Settlement entered into by the Parties,
7 all exhibits thereto, the record in this case, and the Parties’ arguments;

8 **WHEREAS**, this Court preliminarily finds, for the purpose of settlement only,
9 that the Settlement Class meets all the prerequisites of Rule 23 of the Federal Rules of
10 Civil Procedure for class certification, including numerosity, commonality, typicality,
11 predominance of common issues, superiority, and that Plaintiffs and Plaintiffs’
12 Counsel are adequate representatives of the Settlement Class;

13 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS**
14 **FOLLOWS:**

15 1. All terms and definitions used herein have the same meanings as set forth
16 in the Settlement Agreement.

17 **Preliminary Certification of Settlement Class for Purpose of Settlement Only**

18 2. The Settlement is hereby preliminarily approved as fair, reasonable, and
19 adequate such that notice thereof should be given to members of the Settlement Class.
20 Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class, as set forth in
21 paragraph 2 of the Settlement Agreement and defined as follows, is preliminarily
22 certified for the purpose of settlement only:

23 All persons residing in the United States (including all territories
24 and/or possessions) who purchased the Products for personal use
25 (and not for resale) through the date of Preliminary Approval.

26 The Settlement Class shall not include persons who are domiciled outside of the
27 United States, its territories, and/or its possessions. Additionally, excluded from the
28 Settlement Class are (a) directors, officers, and employees of Huda Beauty and/or its

1 subsidiaries, parents, and affiliated companies, as well as Huda Beauty’s legal
2 representatives, heirs, successors, or assigns, (b) the Court, the Court staff, as well as
3 any appellate court to which this matter is ever assigned and its staff, (c) Defense
4 Counsel, as well as their immediate family members, legal representatives, heirs,
5 successors, or assigns, (d) Plaintiffs’ Counsel, and (e) any other individuals whose
6 claims already have been adjudicated to a final judgment.

7 3. If the Settlement Agreement is not finally approved by this Court, or if
8 such final approval is reversed or materially modified on appeal by any court, this
9 Order (including but not limited to the certification of the class) shall be vacated, null
10 and void, and of no force or effect, and Huda Beauty and Plaintiff shall be entitled to
11 make any arguments for or against certification for litigation purposes.

12 4. Plaintiffs’ Counsel and Plaintiffs are appointed as adequate
13 representatives of the Settlement Class. Peter J. Farnese (of Beshada Farnese LLP,
14 700 S. Flower St., Suite 1000 Los Angeles, CA 90017); William A. Ladnier and
15 Jonathan B. Cohen (of Greg Coleman Law PC, 800 S. Gay Street, Suite 1100,
16 Knoxville, TN 37929); and Alex R. Straus and Caroline Ramsey Taylor (of Whitfield
17 Bryson LLP, 16748 McCormick Street, Los Angeles, CA 91436) are hereby appointed
18 as Interim Class Counsel to represent the proposed Settlement Class.

19 **Notice to the Settlement Class**

20 5. The Court approves the Claim Form, Class Notice, and Summary Notice,
21 which are attached to the Settlement Agreement as Exhibits A, B, and C, respectively,
22 and finds that their dissemination substantially in the manner and form set forth in the
23 Settlement Agreement meets the requirements of Rule 23 of the Federal Rules of Civil
24 Procedure and due process, constitutes the best notice practicable under the
25 circumstances, and is reasonably calculated, under the circumstances, to apprise
26 members of the Settlement Class of the pendency of the Actions, the effect of the
27 proposed Settlement (including the releases contained therein), the anticipated Motion
28

1 for Attorneys' Fees and/or Expenses, and their rights to participate in, opt out of, or
2 object to any aspect of the proposed Settlement.

3 6. By _____, 2021 [*thirty (30) days from the entry of this*
4 *Preliminary Approval Order*], Huda Beauty shall, for the purpose of facilitating the
5 distribution of the Summary Notice, provide the Settlement Administrator with the
6 names, email addresses and mailing addresses for those members of the Settlement
7 Class in its records.

8 7. By _____, 2021 [*sixty (60) days from the date specified in*
9 *paragraph 6 above*], the Settlement Administrator shall complete the distribution of
10 the email and/or postcard notices to the members of the Settlement Class, and establish
11 the Settlement Website which shall contain all documents relating to the settlement,
12 including the Settlement Agreement, the Class Notice, the Summary Notice, the Claim
13 Form, and all motion papers and Court orders relating to preliminary and final
14 approval of the Settlement. The Settlement Administrator shall send the Summary
15 Notice via email to each member of the Settlement Class for whom Huda Beauty has a
16 valid email address. The Settlement Administrator shall mail a postcard notice,
17 substantially similar to the Summary Notice, to all members of the Settlement Class
18 for whom Huda Beauty does not have a valid email address.

19 8. The Court appoints Digital Settlement Group to serve as the Settlement
20 Administrator. Digital Settlement Group shall supervise and administer the notice
21 procedures, establish and operate the Settlement Website, administer the claims
22 processes, distribute cash payments according to the processes and criteria set forth in
23 the Settlement Agreement, and perform any other duties that are reasonably necessary
24 and/or provided for in the Settlement Agreement.

25 9. All reasonable costs of notice and costs of administering the Settlement
26 shall be paid by Huda Beauty, as contemplated by paragraph 6 of the Settlement
27 Agreement.

28

10. Settlement Class Members who wish to make a Claim must do so by submitting a Claim Form by _____, 2021 [*ninety (90) days from the date specified in paragraph 7 above*], in accordance with the instructions contained therein. The Settlement Administrator shall determine the eligibility of Claims submitted and allocate the Settlement Funds in accordance with the Settlement Agreement.

11. Settlement Class Members who wish to object to the Settlement must provide: (a) a detailed statement of the Settlement Class Member’s specific objections to any matters before the Court; (b) the grounds for such objections and the reason such Settlement Class Member desires to appear and be heard; and (c) proof of membership in the Settlement Class, as well as all other materials the Settlement Class Member wants the Court to consider. The objections must be sent to the following addresses, and received by _____, 2021 [*ninety (90) days from the date specified in paragraph 7 above*]:

Court	Plaintiffs’ Counsel	Defense Counsel
Clerk of the Court United States District Court Central District of California 3470 Twelfth Street Riverside, CA 92501	Peter J. Farnese Beshada Farnese LLP 700 S. Flower St., Suite 1000 Los Angeles, CA 90017 pjf@bflplaw.com William A. Ladnier Jonathan B. Cohen Greg Coleman Law PC First Tennessee Plaza 800 S. Gay Street, Suite 1100 Knoxville, TN 37929 will@gregcolemanlaw.com jonathan@gregcolemanlaw.com Alex R. Straus Caroline Ramsey Taylor Whitfield Bryson LLP 16748 McCormick Street Los Angeles, CA 91436 astraus@whitfieldbryson.com caroline@whitfieldbryson.com	Christopher Chorba, Esq. Gibson, Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071 CChorba@gibsondunn.com

1 12. Any putative member of the Settlement Class who seeks to be excluded
2 from the Settlement Class must submit a request for exclusion, which must be received
3 by the Claims administrator at the following address by _____, 2021
4 [ninety (90) days from the date specified in paragraph 7 above]:

Claims Administrator
Digital Settlement Group 224 Datura St. Ste 1300 West Palm Beach FL 33401

5
6
7
8
9 Any member of the Settlement Class who does not file a valid and timely request for
10 exclusion shall be bound by the final judgment dismissing the MDL Action on the
11 merits with prejudice.

12 **Final Approval Hearing**

13 13. The Final Hearing shall be held by the Court on _____,
14 2021, beginning at ____:____.m., to determine whether the requirements for
15 certification of the Settlement Class have been met; whether the proposed settlement of
16 the Actions on the terms set forth in the Settlement should be approved as fair,
17 reasonable, adequate, and in the best interests of the Settlement Class Members;
18 whether Plaintiffs’ Counsel’s motion or application for Attorneys’ Fees and Expenses
19 should be approved; and whether final judgment approving the Settlement and
20 dismissing the Actions on the merits with prejudice against the Plaintiff and all other
21 Settlement Class Members should be entered. The Final Hearing may, without further
22 notice to the Settlement Class Members (except those who have filed timely and valid
23 objections and requested to speak at the Final Hearing), be continued or adjourned by
24 order of the Court.

25 14. Objections by any Settlement Class Member to (a) the certification of the
26 Settlement Class; (b) the Settlement; and/or (c) the entry of the Final Approval Order
27 and Final Judgment, shall be considered by the Court at the Final Hearing only if such
28 Settlement Class Member files with the Court a notice of his or her objections, submits

1 documentary proof that he or she is a Settlement Class Member, states the basis for
2 such objections, and serves copies of the foregoing and any other papers in support of
3 such objections on Defense Counsel and Plaintiffs' Counsel, as provided in
4 paragraph 11.

5 15. By _____, 2021 *[not less than sixty-five (65) days from the*
6 *date specified in paragraph 12 above]*, Plaintiffs' Counsel shall file all papers in
7 support of the application for the Final Approval Order and Final Judgment, any
8 Motion for Attorneys' Fees and/or Expenses, and/or any response to any valid and
9 timely objections with the Court, and shall serve copies of such papers upon Defense
10 Counsel and upon any objectors who have complied with paragraphs 11 and 14 of this
11 Order. All opposition papers shall be filed by _____, 2021 *[not less than*
12 *thirty-five (35) days from when Plaintiffs' Counsel file their Motion for Attorneys'*
13 *Fees and/or Expenses]*, and any reply papers shall be filed by _____,
14 2021 *[at least 2 weeks before the hearing]*.

15 16. Objections by any Settlement Class Member to Plaintiffs' Counsel's
16 request for Attorneys' Fees and/or Expenses shall be considered by the Court at the
17 Final Hearing only if such Settlement Class Member files with the Court a notice of his
18 or her objections, submits documentary proof that he or she is a Settlement Class
19 Member, states the basis for such objections, and serves copies of the foregoing and
20 any other papers in support of such objections on Defense Counsel and Plaintiffs'
21 Counsel, as provided in paragraph 11, by _____, 202__ *[not less than*
22 *thirty-five (35) days from when Plaintiffs' Counsel file their Motion for Attorneys'*
23 *Fees and/or Expenses, as specified in paragraph 15 above]*.

24 17. Plaintiffs' Counsel's Motion for Attorneys' Fees and/or Expenses will be
25 considered separately from the fairness, reasonableness, and adequacy of the
26 Settlement. Any appeal from any order relating solely to Plaintiffs' Counsel's Motion
27 for Attorneys' Fees and/or Expenses, or any reversal or modification of any such order,
28 shall not operate to terminate, vacate, or cancel the Settlement.

1 18. Defense Counsel and Plaintiffs' Counsel are hereby authorized to utilize
2 all reasonable procedures in connection with the administration of the Settlement
3 which are not materially inconsistent with either this Order or the Settlement
4 Agreement.

5 19. All motions, discovery, and other proceedings in the Action shall be
6 stayed until the Court enters the Final Approval Order and Final Judgment, or this
7 Settlement Agreement is otherwise terminated.

8 IT IS SO ORDERED

9
10 Dated: _____, 2021

11 Hon. Jesus G. Bernal
12 United States District Court
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT E

EXHIBIT E

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRISTIE RAMIREZ and NATALIE
LINARTE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

HB USA HOLDINGS, INC., d/b/a
Huda Beauty,

Defendant.

CASE NO. 5:20-cv-01016-JGB-SHK

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT;
AWARDING ATTORNEYS' FEES
AND EXPENSES; AND ENTERING
FINAL JUDGMENT**

1 **WHEREAS**, the Court held a Final Fairness Hearing to consider approval of
2 this class action settlement on _____, 2021. The Court has considered
3 the Settlement Agreement (Dkt. ___), the record in the Action, and the Parties’
4 arguments and authorities.

5 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS**
6 **FOLLOWS:**

7 1. For purposes of this Order, the Court adopts the terms and definitions set
8 forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter of the Action, the
10 Plaintiffs, the Settlement Class Members, and Defendant HB USA Holdings, Inc.
11 (“Huda Beauty”).

12 3. The Court finds that the Class Notice constituted the best notice
13 practicable under the circumstances to all Settlement Class Members and fully
14 complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

15 4. The Court finds that, for purposes of the Settlement only, all prerequisites
16 for maintenance of a class action set forth in Federal Rules of Civil Procedure 23(a)
17 and (b)(3) are satisfied. The Court certifies the following Settlement Class for
18 purposes of Settlement only:

19 All persons residing in the United States (including all territories
20 and/or possessions) who purchased the Products for personal use
21 (and not for resale) through the date of Preliminary Approval.

22 The Settlement Class shall not include persons who are domiciled outside of the
23 United States, its territories, and/or its possessions. Additionally, excluded from the
24 Settlement Class are (a) directors, officers, and employees of Huda Beauty and/or its
25 subsidiaries, parents, and affiliated companies, as well as Huda Beauty’s legal
26 representatives, heirs, successors, or assigns, (b) the Court, the Court staff, as well as
27 any appellate court to which this matter is ever assigned and its staff, (c) Defense
28 Counsel, as well as their immediate family members, legal representatives, heirs,

1 successors, or assigns, (d) Plaintiffs’ Counsel, and (e) any other individuals whose
2 claims already have been adjudicated to a final judgment.

3 5. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants
4 final approval of the Settlement and finds that the Settlement is fair, reasonable, and
5 adequate and in the best interests of the Settlement Class Members based on the
6 following factors, among other things:

7 a) There is no fraud or collusion underlying this Settlement, and it was
8 reached as a result of extensive arm’s-length negotiations, occurring over the course of
9 several months, warranting a presumption in favor of approval. *Officers for Justice v.*
10 *Civil Serv. Comm’n.*, 688 F.2d 615, 625 (9th Cir. 1982).

11 b) The complexity, expense, and likely duration of the litigation favor
12 settlement—which provides meaningful benefits on a much shorter time frame than
13 otherwise possible—on behalf of the Settlement Class Members. *See, e.g., id.*
14 (“[V]oluntary conciliation and settlement are the preferred means of dispute
15 resolution.”); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)
16 (the Ninth Circuit has a “strong judicial policy that favors settlements”). Based on the
17 stage of the proceedings and the amount of investigation and discovery completed, the
18 Parties have developed a sufficient factual record to evaluate their chances of success
19 at trial and the proposed Settlement.

20 c) The support of Class Counsel and Plaintiffs, who have participated in this
21 litigation and evaluated the proposed Settlement, also favor final approval. *See Class*
22 *Plaintiffs*, 955 F.2d at 1294; *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal.
23 1979).

24 d) The Settlement provides meaningful relief to the Settlement Class,
25 including cash relief, and certainly falls within the range of possible recoveries by the
26 Settlement Class Members.

27 6. As of the Effective Date, Huda Beauty shall have received from Plaintiffs
28 and Settlement Class Members a full general release of any and all claims that were

1 brought, could have been brought, or are related to HB’s advertising, marketing, sale,
2 and labeling of the Products. The release shall include a waiver under Cal. Civ. Code
3 § 1542 and similar provisions of other state laws. Upon the Effective Date, the
4 settlement and release shall terminate all pending litigation involving the Products.
5 Personal injury claims are not included in the released claims by the Settlement Class.
6 Notwithstanding the foregoing, this release shall not include any claims relating to the
7 continued enforcement of the settlement.

8 7. The individuals identified in Exhibit ___ hereto timely and validly
9 requested exclusion from the Settlement Class. These individuals shall not share in the
10 monetary benefits of the Settlement, and this Order does not affect their legal rights to
11 pursue any claims they may have against Huda Beauty.

12 8. The Court finds that an award of attorneys’ fees and expenses in the total
13 amount of \$ _____ to Class Counsel is fair and reasonable and therefore approves
14 such award. No other counsel will be entitled to an independent award of attorneys’
15 fees or expenses.

16 9. The Action is settled and dismissed on the merits with prejudice.

17 10. Consummation of the Settlement shall proceed as described in the
18 Settlement Agreement, and the Court reserves jurisdiction over the subject matter and
19 each Party to the Settlement with respect to the interpretation and implementation of
20 the Settlement for all purposes, including enforcement of any of the terms thereof at
21 the instance of any Party and resolution of any disputes that may arise relating to the
22 implementation of the Settlement or this Order.

23 11. Without affecting the finality of this Order in any way, the Court shall
24 retain jurisdiction over this Action, the Plaintiffs, the Settlement Class Members, and
25 Huda Beauty to enforce the terms of the Settlement, the Court’s order preliminarily
26 certifying the class (Dkt. ___), and this Order. In the event that any applications for
27 relief are made, such applications shall be made to the Court. To avoid doubt, the
28

1 Final Judgment applies to and is binding upon the Parties, the Settlement Class
2 Members, and their respective heirs, successors, and assigns.

3 12. Objections by any Settlement Class Member to (a) the certification of the
4 Settlement Class; (b) the Settlement; and/or (c) the entry of the Final Approval Order
5 and Final Judgment, shall be considered by the Court at the Final Hearing only if such
6 Settlement Class Member files with the Court a notice of his or her objections, submits
7 documentary proof that he or she is a Settlement Class Member, states the basis for
8 such objections, and serves copies of the foregoing and any other papers in support of
9 such objections on Defense Counsel and Class Counsel, as provided in paragraph 7.

10 13. The Settlement and this Order are not admissions of liability or fault by
11 Huda Beauty, or a finding of the validity of any claims in the Action or of any
12 wrongdoing or violation of law by Huda Beauty. To the extent permitted by law,
13 neither this Order, nor any of its terms or provisions, nor any of the negotiations or
14 proceedings connected with it, shall be offered as evidence or received in evidence in
15 any pending or future civil, criminal, or administrative action or proceeding to
16 establish any liability of, or admission by, the Released Parties. Notwithstanding the
17 foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in
18 a proceeding to consummate or enforce the Settlement or this Order, or to defend
19 against the assertion of released claims in any other proceeding, or as otherwise
20 required by law.

21
22 IT IS SO ORDERED

23 Dated: _____, 2021

24 Hon. Jesus G. Bernal
25 United States District Court
26
27
28

EXHIBIT F

EXHIBIT F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRISTIE RAMIREZ and NATALIE
LINARTE, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

HB USA HOLDINGS, INC., d/b/a
Huda Beauty,

Defendant.

CASE NO. 5:20-cv-01016-JGB-SHK
[PROPOSED] JUDGMENT

1 On _____, the Court signed and entered its Order Granting Final
2 Approval of Class Action Settlement and Awarding Attorneys’ Fees and Expenses
3 (Dkt. ___) (the “Final Approval Order”) in the above-captioned matter as to the
4 following class of persons:

5 All persons residing in the United States (including all territories
6 and/or possessions) who purchased the Products for personal use
7 (and not for resale) through the date of Preliminary Approval.

8 Additionally, excluded from the Settlement Class are (a) directors,
9 officers, and employees of Huda Beauty and/or its subsidiaries, parents, and
10 affiliated companies, as well as Huda Beauty’s legal representatives, heirs,
11 successors, or assigns, (b) the Court, the Court staff, as well as any appellate
12 court to which this matter is ever assigned and its staff, (c) Defense Counsel, as
13 well as their immediate family members, legal representatives, heirs, successors,
14 or assigns, (d) Plaintiff’s counsel, and (e) any other individuals whose claims
15 already have been adjudicated to a final judgment.

16 **JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil
17 Procedure 58, as to the specified class of persons (excluding the individuals who
18 validly and timely requested exclusion from the Settlement Class, as identified in
19 Exhibit ___ to the Final Approval Order), Plaintiffs, and Defendant HB USA
20 Holdings, Inc. (“Huda Beauty”) on the terms and conditions of the Settlement
21 Agreement approved by the Court’s Final Approval Order.

22 1. For purposes of this Order, the Court adopts the terms and definitions set
23 forth in the Settlement Agreement.

24 2. Payments to Settlement Class Members under the Settlement Agreement
25 shall be made as outlined in the Final Approval Order and Settlement Agreement.

26 3. As of the Effective Date, Huda Beauty shall have received from Plaintiff
27 and Settlement Class Members a full general release of any and all claims that were
28 brought, could have been brought, or are related to HB’s advertising, marketing, sale,

1 and labeling of the Products. The release shall include a waiver under Cal. Civ. Code
2 § 1542 and similar provisions of other state laws. Upon the Effective Date, the
3 settlement and release shall terminate all pending litigation involving the Products..
4 Personal injury claims are not included in the released claims, except as to Plaintiffs
5 Linarte and Ramirez. Notwithstanding the foregoing, this release shall not include any
6 claims relating to the continued enforcement of the settlement.

7 4. The Action is settled and dismissed on the merits with prejudice.
8

9 JUDGMENT APPROVED AS TO FORM
10

11 Dated: _____, 2020

12 Hon. Jesus G. Bernal
13 United States District Court
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT G

EXHIBIT G

EXHIBIT G

STIPULATED UNDERTAKING REGARDING ATTORNEYS’ FEES AND EXPENSES

Huda Beauty and Plaintiffs’ Counsel stipulate and agree as follows:

WHEREAS, all terms used in this Exhibit shall have the same meaning assigned to those terms in the Stipulation of Settlement to which this Exhibit is attached;

WHEREAS, Plaintiffs’ Counsel hereby give an undertaking (the “Undertaking”) for repayment of any award of Attorneys’ Fees and Expenses approved by the Court;

WHEREAS, the Parties agree that this Undertaking is in the best interests of all Parties and in service of judicial economy and efficiency;

NOW, THEREFORE, the undersigned Plaintiffs’ Counsel, on behalf of themselves and as agents of their law firms, Beshada Farnese LLP, Greg Coleman Law PC, and Whitfield Bryson LLP, by making this Undertaking, hereby submit themselves and their law firms, Beshada Farnese LLP, Greg Coleman Law PC, and Whitfield Bryson LLP, and the shareholders, members, and/or partners of that law firm, to the continuing jurisdiction of the Court for the purpose of enforcing this Undertaking and any disputes relating to or arising out of the reimbursement obligation set forth herein and in the Settlement Agreement. If the Court’s Final Approval Order and Final Judgment is vacated, overturned, reversed, or rendered void as a result of an appeal or for any other reason, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, in whole or in part, Plaintiffs’ Counsel shall, within thirty (30) calendar days of such action, repay Huda Beauty the full amount of the Attorneys’ Fees and Expenses paid by Huda Beauty either directly or through the Settlement Administrator.

If the Attorneys’ Fees and Expenses awarded by the Court are vacated, modified, reversed, or rendered void as a result of an appeal or for any other reason, in

1 whole or in part, Plaintiffs' Counsel shall within thirty (30) calendar days of such
2 action repay Huda Beauty the Attorneys' Fees and Expenses paid by Huda Beauty to
3 Plaintiff's Counsel either directly or through the Settlement Administrator in the
4 amount vacated, modified, reversed, or voided. This Undertaking and all obligations
5 set forth herein shall expire upon finality of all direct appeals of the Final Approval
6 Order and Final Judgment.

7 If Plaintiffs' Counsel fails to repay Huda Beauty any Attorneys' Fees and
8 Expenses owed to it pursuant to this Undertaking, the Court shall, upon application by
9 Huda Beauty and notice to Plaintiffs' Counsel, summarily issue orders, including but
10 not limited to judgments and attachment orders against Plaintiffs' Counsel, Beshada
11 Farnese LLP, Greg Coleman Law PC, and Whitfield Bryson LLP, for the full amount
12 of the Attorneys' Fees and Expenses plus any additional attorneys' fees or expenses
13 incurred by Huda Beauty in connection with the litigation or enforcement of this
14 Undertaking, and may make findings for sanctions for contempt of court.

15 Neither the death, incapacitation, personal bankruptcy, or disbarment of any of
16 Plaintiffs' Counsel nor the dissolution, winding up, bankruptcy, merger, acquisition, or
17 other change in the composition or solvency of the law firms Beshada Farnese LLP,
18 Greg Coleman Law PC, and Whitfield Bryson LLP shall in any way affect the
19 obligations of Plaintiff's Counsel agreed to in this Undertaking.

20 The undersigned stipulates, warrants, and represents that they have both actual
21 and apparent authority to enter into this stipulation, agreement, and Undertaking on
22 behalf of the law firms Beshada Farnese LLP, Greg Coleman Law PC, and Whitfield
23 Bryson LLP, and the shareholders, members, and/or partners of the law firm.

24 This Undertaking may be executed in one or more counterparts, each of which
25 shall be deemed an original but all of which together shall constitute one and the same
26 instrument. Signatures by facsimile or electronic signature shall be deemed the same
27 as original signatures.

28

1 The undersigned declare under penalty of perjury under the laws of the United
2 States that they have read and understand the foregoing and that it is true and correct.

3 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:
4

5 _____, 2021

6 NATALIE LINARTE

7 *Plaintiff*

8
9 _____, 2021

10 Peter Farnese
11 BESHADA FARNESE LLP
12 700 S. Flower St., Suite 1000
13 Los Angeles, CA 90017
14 Telephone: 310-356-4668
15 pjf@bfillplaw.com

16 *Attorneys for Plaintiffs and the Proposed Class*

17 _____, 2021

18 CRISTIE RAMIREZ

19 *Plaintiff*

20 _____, 2021

21 Jonathan Cohen
22 GREG COLEMAN LAW PC
23 First Tennessee Plaza
24 800 S. Gay Street, Suite 1100
25 Knoxville, TN 37929
26 865-247-0080

27 *Attorneys for Plaintiffs and the Proposed Class*

28 _____, 2021

Alex R. Straus
WHITFIELD BRYSON LLP
16748 McCormick Street

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Los Angeles, CA 91436
(917) 471-1894 (phone)
astraus@whitfieldbryson.com

Attorneys for Plaintiffs and the Proposed Class

_____, 2021

HUDA BEAUTY

Defendant

_____, 2021

Christopher Chorba
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
cchorba@gibsondunn.com

*Attorneys for HB USA Holdings, Inc.,
d/b/a Huda Beauty*