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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
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12 ANDREA GOLLOHER, MARISA)
13 FREEMAN, ROBERTA CHASE, JAMES)
14 HANKS, MICHAEL SHAPIRO, BRENDA)
15 BROWN, GRETCHEN SWENSON,)
16 CRYSTAL KENNY, KELLY BOTTARI,)
17 RENEE CONOVER, and SHANISHA)
18 SANDERS, on behalf of themselves and all)
19 others similarly situated,)

20 Plaintiffs,)

21 vs.)

22 TODD CHRISTOPHER INTERNATIONAL,)
23 INC. DBA VOGUE INTERNATIONAL, a)
24 Florida Corporation, and DOES 1-100,)
25)
26)
27)
28)

Defendants.)

No. C 12-06002 RS

CLASS ACTION

**[PROPOSED] ORDER AND FINAL
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT, AWARDING
ATTORNEYS' FEES AND EXPENSES,
AND AWARDING CLASS
REPRESENTATIVE SERVICE AWARDS**

AS MODIFIED BY THE COURT

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

2 1. This Judgment incorporates by reference the definitions in the Stipulation of
3 Settlement filed August 22, 2013 ("Stipulation"), attached as Exhibit A, and all capitalized terms
4 used herein shall have the same meanings as set forth in the Stipulation unless set forth differently
5 herein. The terms of the Stipulation are fully incorporated in this Judgment as if set forth fully here.

6 2. The Court has jurisdiction over the subject matter of this action and all Parties to the
7 action, including all Class Members who do not timely exclude themselves from the Class. The list
8 of excluded Class Members is attached as Exhibit B.

9 3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), and for settlement purposes
10 only, the Court hereby certifies the following Class:

11 all individuals in the United States who purchased the Challenged Products within the Class
12 Period. Specifically excluded from the Class are (a) Defendant, (b) the officers, directors, or
13 employees of Defendant and their immediate family members, (c) any entity in which
14 Defendant has a controlling interest, (d) any affiliate, legal representative, heir, or assign of
15 Defendant, (e) all federal court judges who have presided over this Action and their
16 immediate family members; (f) all persons who submit a valid request for exclusion from the
17 Class; and (g) those who purchased the Challenged Products for the purpose of resale.

18 4. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such persons or entities who
19 satisfy the Class definition above, except those Class Members who timely and validly excluded
20 themselves from the Class, are Class Members bound by this Judgment.

21 5. For settlement purposes only, the Court finds:

22 (a) Pursuant to Federal Rule of Civil Procedure 23(a), Andrea Golloher, Marisa
23 Freeman, Roberta Chase, James Hanks, Michael Shapiro, Brenda Brown, Gretchen Swenson, Crystal
24 Kenny, Kelly Bottari, Rennee Conover and Shanisha Sanders are members of the Class, their claims
25 are typical of the Class, and they fairly and adequately protected the interests of the Class throughout
26 the proceedings in the Action. Accordingly, the Court hereby appoints Andrea Golloher, Marisa
27 Freeman, Roberta Chase, James Hanks, Michael Shapiro, Brenda Brown, Gretchen Swenson, Crystal
28 Kenny, Kelly Bottari, Rennee Conover and Shanisha Sanders as class representatives;

1 (b) The Class meets all of the requirements of Federal Rules of Civil Procedure
2 23(a) and (b)(3) for certification of the class claims alleged in the First Amended Complaint,
3 including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the class representatives
4 and Class Counsel; (e) predominance of common questions of fact and law among the Class for
5 purposes of settlement; and (f) superiority; and

6 (c) Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules
7 of Civil Procedure, Class Counsel have fairly and adequately represented the Class for purposes of
8 entering into and implementing the settlement. Accordingly, the Court hereby appoints Class
9 Counsel as counsel to represent Class Members.

10 6. Persons or entities that filed timely exclusion requests are not bound by this Judgment
11 or the terms of the Stipulation and may pursue their own individual remedies against Defendant.
12 However, such excluded parties are not entitled to any rights or benefits provided to Class Members
13 by the terms of the Stipulation. The list of persons and entities excluded from the Class because they
14 filed timely and valid requests for exclusion is attached hereto as Exhibit B.

15 7. The Court directed that notice be given to Class Members by publication and other
16 means pursuant to the notice program proposed by the Parties in the Stipulation and approved by the
17 Court. The Declaration of Mark Rapazzini, attesting to the dissemination of the notice to the Class,
18 demonstrates compliance with this Court's Preliminary Approval Order. The Class Notice advised
19 Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at
20 such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the
21 procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or
22 unfavorable, to the Class.

23 8. The distribution of the notice to the Class constituted the best notice practicable under
24 the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the
25 requirements of due process, 28 U.S.C. §1715, and any other applicable law.

1 9. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds after a hearing
2 and based upon all submissions of the Parties and other persons that the settlement proposed by the
3 Parties is fair, reasonable, and adequate. The terms and provisions of the Stipulation are the product
4 of arms-length negotiations conducted in good faith and with the assistance of an experienced
5 mediator, Randall W. Wulff. Approval of the Stipulation will result in substantial savings of time,
6 money and effort to the Court and the Parties, and will further the interests of justice. The Court has
7 expressly considered the four written objections that were submitted, and finds that none of them
8 raise issues that would warrant rejection of the settlement.

9 10. Upon the Effective Date, the named Plaintiffs and each Class Member other than
10 those listed on Exhibit B shall be deemed to have, and by operation of this Final Order and Judgment
11 shall have released, waived and discharged with prejudice Defendant from any and all Released
12 Claims as set forth in Section IV of the Stipulation.

13 11. All Class Members who have not timely and validly submitted requests for exclusion
14 are bound by this Judgment and by the terms of the Stipulation.

15 12. The Court hereby awards Class Counsel litigation expenses and attorneys' fees of
16 \$1,625,000. The Court finds that the amount of fees awarded is appropriate and that the amount of
17 fees awarded is fair and reasonable under the "percentage-of-recovery" method given the substantial
18 risks of non-recovery, the time and effort involved, and the result obtained for the Class. The
19 awarded attorneys' fees and expenses and interest earned thereon shall be paid to Class Counsel
20 subject to the terms, conditions and obligations of the Stipulation, which terms, conditions and
21 obligations are incorporated herein.

22 13. The Plaintiffs in the Action initiated this lawsuit, acted to protect the Class, and
23 assisted their counsel. Their efforts have produced the Stipulation entered into in good faith that
24 provides a fair, reasonable, adequate and certain result for the Class. Plaintiff Golloher is entitled to
25 an incentive award of \$1,500. Plaintiff Freeman is entitled to an incentive award of \$1,500. Plaintiff
26 Chase is entitled to an incentive award of \$1,500. Plaintiff Shapiro is entitled to an incentive award

1 of \$1,500. Plaintiff Brown is entitled to an incentive award of \$1,500. Plaintiff Kenny is entitled to
2 an incentive award of \$250. Plaintiff Bottari is entitled to an incentive award of \$250. Plaintiff
3 Conover is entitled to an incentive award of \$250. Plaintiff Hanks is entitled to an incentive award
4 of \$250. Plaintiff Swenson is entitled to an incentive award of \$250. Plaintiff Sanders is entitled to
5 an incentive award of \$250.

6 14. The Court hereby dismisses with prejudice the Action, and the Released Parties are
7 hereby released from all further liability for the Released Claims.

8 15. Without affecting the finality of this Judgment, the Court reserves jurisdiction over
9 the implementation, administration and enforcement of this Judgment and the Stipulation, and all
10 matters ancillary thereto.

11 16. The Court finding that no reason exists for delay in ordering final judgment pursuant
12 to Federal Rule of Civil Procedure 54(b), the clerk is hereby directed to enter this Judgment
13 forthwith.

14 17. The Parties are hereby authorized without needing further approval from the Court to
15 agree to and adopt such modifications and expansions of the Stipulation, including without limitation
16 the claim review procedure, that are consistent with this Judgment and do not limit the rights of
17 Class Members under the Stipulation.

18
19 **IT IS SO ORDERED.**

20
21 DATED: 4/25/14



22 THE HONORABLE RICHARD SEEBORG
23 UNITED STATES DISTRICT COURT
24 JUDGE

Exhibit A

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7 MICHAEL SHAPIRO, BRENDA BROWN, GRETCHEN
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8 RENEE CONOVER, and SHANISHA SANDERS

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INTERNATIONAL, INC. DBA VOGUE INTERNATIONAL
15

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18

19 ANDREA GOLLOHER, MARISA
FREEMAN, ROBERTA CHASE, JAMES
20 HANKS, MICHAEL SHAPIRO, BRENDA
BROWN, GRETCHEN SWENSON,
21 CRYSTAL KENNY, KELLY BOTTARI,
RENEE CONOVER, and SHANISHA
22 SANDERS, on behalf of themselves and all
others similarly situated,

23 Plaintiffs,

24 v.

25 TODD CHRISTOPHER INTERNATIONAL,
INC. DBA VOGUE INTERNATIONAL, a
26 Florida Corporation, and DOES 1-100,

27 Defendant.
28

Case No. C 12-06002-RS

CLASS ACTION

STIPULATION OF SETTLEMENT

CLASS ACTION
STIPULATION OF SETTLEMENT
CASE NO. C 12-06002-RS

TABLE OF CONTENTS

	Page
I. DEFINITIONS	1
II. RECITALS	5
III. SETTLEMENT RELIEF	8
IV. RELEASES	12
V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY	16
VI. CLASS NOTICE AND COURT APPROVAL	17
VII. CONDITIONS; TERMINATION	19
VIII. COSTS, FEES AND EXPENSES	20
IX. MEDIA COMMUNICATIONS	21
X. NOTICE AND CURE	22
XI. COVENANTS AND WARRANTIES	22
XII. MISCELLANEOUS	23

This Stipulation of Settlement is made and entered into by Plaintiffs Andrea Golloher, Marisa Freeman, Roberta Chase, Michael Shapiro, Brenda Brown, James Hanks, Gretchen Swenson, Shanisha Sanders, Crystal Kenny, Kelly Bottari and Rennee Conover on behalf of themselves and all others similarly situated, and Defendant Todd Christopher International, Inc. d/b/a Vogue International.

I. DEFINITIONS

A. As used in this Stipulation, the following capitalized terms have the meanings specified below:

1. “Action” means the case entitled *Golloher v. Todd Christopher International, Inc.* filed in the California Superior Court for the County of Alameda and removed to the United States District Court for the Northern District of California and assigned Case No. C 12-06002 RS.

2. “Approved Claim(s)” means the claims approved by the Claim Administrator according to the claims criteria in Exhibit A.

3. “Challenged Products” shall mean any and all Organix® brand hair care and skin care products sold during the Class Period.

4. “Claim Administrator” means the independent company agreed upon by the Parties to provide the Class and Publication Notice and administer the claims process. The Parties agree that Heffler Claims Group will be retained as the Claim Administrator.

5. “Claims Administration Protocols” means the protocols set forth in attached Exhibit A.

6. “Claims Cost Estimate” is the Claim Administrator’s good faith best estimate of all the expenses to be incurred in the claims process.

7. “Claim Form” means the form that is substantially in the form of Exhibit F hereto.

8. “Claim Fund” means the \$6.5 million to be paid by Defendant to be used for payment of the following: (1) Class Members’ claims; (2) notice and administration costs, including expenses related to maintaining the Claim Fund (such as taxes that may be owed by the

1 Claim Fund), if any; (3) attorneys' fees and costs; and (4) incentive awards to Plaintiffs. The
 2 Claim Fund shall be administered by the Claim Administrator.

3 9. "Claim Fund Balance" means the balance in the Claim Fund at the end of
 4 the Claim Review Period, consisting of the \$6.5 million paid into the Claim Fund minus: (i) up to
 5 \$650,000 for notice and administration costs, including expenses related to maintaining the Claim
 6 Fund (such as taxes that may be owed by the Claim Fund), if any; (ii) attorneys' fees and costs;
 7 and (iii) incentive awards to Plaintiffs.

8 10. "Claim Review Period" means the three-month period beginning no later
 9 than 10 days after the Effective Date.

10 11. "Claim Submission Period" means the period beginning on the date notice
 11 to the Class is first published, and continuing until 10 days prior to the date of the Final Approval
 12 Hearing.

13 12. "Class" and/or "Class Members" means all individuals in the United States
 14 who purchased the Challenged Products within the Class Period. Specifically excluded from the
 15 Class are (a) Defendant, (b) the officers, directors, or employees of Defendant and their
 16 immediate family members, (c) any entity in which Defendant has a controlling interest, (d) any
 17 affiliate, legal representative, heir, or assign of Defendant, (e) all federal court judges who have
 18 presided over this Action and their immediate family members; (f) all persons who submit a valid
 19 request for exclusion from the Class; and (g) those who purchased the Challenged Products for
 20 the purpose of resale.

21 13. "Class Counsel" means the Lexington Law Group.

22 14. "Class Notice" means the "Notice of Class Action Settlement"
 23 substantially in the same form as Exhibit E attached hereto.

24 15. "Class Notice Package" means the information as approved in form and
 25 content by Class Counsel and Defendant's Counsel and to be approved by the Court. Class
 26 Notice Packages will include (a) the Class Notice, and (b) the Claim Form.

27 16. "Class Period" is from October 25, 2008 to the date notice to the Class is
 28 first published.

1 17. "Complaints" means the Complaint filed in this matter on October 25,
2 2012 and the First Amended Complaint filed in this matter on August 9, 2013.

3 18. "Court" means the United States District Court for the Northern District of
4 California.

5 19. "Covered Products" mean hair care and skin care products sold under the
6 Organix® brand name.

7 20. "Defendant" means Todd Christopher International, Inc. d/b/a Vogue
8 International, also referred to herein as "Vogue."

9 21. "Defendant's Counsel" or "Vogue's Counsel" means the law firm of
10 Cowan, Liebowitz & Latman, P.C..

11 22. "Distribution Plan" means a written final accounting and plan of
12 distribution prepared by the Claim Administrator, identifying (a) each claimant whose claim was
13 approved, including the dollar amount of the payment awarded to each such claimant, and the
14 dollar amount of any pro rata reduction required by Section III.B.4; (b) each claimant whose
15 claim was rejected; (c) the dollar amount of the Claim Fund Balance to be disbursed to the
16 recipient(s) selected by the Court as provided in Section III.B.3; and (d) a final accounting of all
17 administration fees and expenses incurred by the Claim Administrator.

18 23. "Effective Date" means the date described in Section VII.A.

19 24. "Escrow Agent" means the Claim Administrator.

20 25. "Final Approval Hearing" means the hearing to be held by the Court to
21 consider and determine whether the proposed settlement of the Action as contained in this
22 Stipulation should be approved as fair, reasonable, and adequate, and whether the Final
23 Settlement Order and Judgment approving the settlement contained in this Stipulation should be
24 entered.

25 26. "Final Settlement Order and Judgment" means an order and judgment
26 entered by the Court:

27 (a) Giving final approval to the terms of this Stipulation as fair,
28 adequate, and reasonable;

(b) Providing for the orderly performance and enforcement of the terms and conditions of the Stipulation;

(c) Dismissing the Action with prejudice;

(d) Discharging the Released Parties of and from all further liability for the Released Claims to the Releasing Parties; and

(e) Permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of them, or in any other capacity of any kind whatsoever, any action in any state court, any federal court, before any regulatory authority, or in any other tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims that would be released and discharged upon final approval of the Settlement as provided in Sections IV.A and B of this Stipulation.

(f) The actual form of the Final Settlement Order and Judgment entered by the Court may include additional provisions as the Court may direct that are not inconsistent with this Stipulation, and will be substantially in the form attached hereto as Exhibit G.

27. “Notice Plan” or “Notice Program” means the plan for dissemination of the Publication Notice and Class Notice Package as described in Section VI.

28. “Parties” means Plaintiffs and Defendant.

29. “Plaintiff” or “Plaintiffs” means Andrea Golloher, Marisa Freeman, Roberta Chase, Michael Shapiro, Brenda Brown, James Hanks, Gretchen Swenson, Shanisha Sanders, Crystal Kenny, Kelly Bottari and Rennee Conover.

30. “Preliminary Approval Order” means the “Order re: Preliminary Approval of Class Action Settlement,” substantially in the form of Exhibit B.

31. “Publication Notice” means information as approved in form and content by Class Counsel and Defendant’s Counsel and to be approved by the Court, substantially in the form of Exhibit C.

32. “Rejected Claims” means all claims rejected according to the claims criteria in Exhibit A.

33. “Released Parties” means Defendant and each of its parent, affiliated and subsidiary companies, manufacturers, suppliers, fillers, public relations and advertising consultants, account representatives, brokers, wholesalers, customers, dealers, franchises, licensors, licensees, distributors and retailers, and all of their agents, employees, partners, parent, affiliated and subsidiary companies, representatives, shareholders, owners, members, joint ventures, predecessors, successors, assigns, insurers, attorneys, officers, and directors. It is expressly understood that, to the extent a Released Party is not a Party to this Stipulation, all such Released Parties are intended third-party beneficiaries of this Stipulation.

34. “Releasing Parties” means Plaintiffs, individually and as representatives of all those similarly situated, and the Class Members who do not exclude themselves pursuant to Section VI.D.

35. “Settlement Website” means the website located at www._____.com established by the Claim Administrator that will contain documents relevant to the settlement, including the Class Notice Package in Spanish and English. Claim Forms may be submitted by Class Members via the Settlement Website.

36. “Stipulation of Settlement” and/or “Stipulation” means this Stipulation of Settlement, including its attached exhibits (which are incorporated herein by reference), duly executed by Plaintiffs, Class Counsel, Defendant and Defendant’s Counsel.

B. Capitalized terms used in this Stipulation, but not defined above, shall have the meaning ascribed to them in this Stipulation and the exhibits attached hereto.

II. RECITALS

A. On October 25, 2012, Plaintiffs Andrea Golloher, Marisa Freeman, Roberta Chase, Michael Shapiro, and Brenda Brown, on behalf of themselves and all other similarly situated persons, filed their initial complaint in the Superior Court of California, Alameda County, *Gollogher v. Todd Christopher International, Inc.*, Alameda County Superior Court Case No. RG 12-653621. On November 28, 2012, Defendant filed the Notice of Removal to Federal Court,

1 based on this Court's subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as amended by the
 2 Class Action Fairness Act of 2005. Plaintiffs' original complaint alleged claims for injunctive
 3 and monetary relief on behalf of a class of similarly situated consumers who purchased Vogue's
 4 Organix branded hair care and skin care products based on purported representations that such
 5 products were "organic" when they were allegedly comprised primarily of non-organic
 6 ingredients. Specifically, Plaintiffs' complaint alleged that Vogue misleadingly used the name
 7 "Organix" and the word "organic" on the labeling and advertising of Organix products.
 8 Plaintiffs' original complaint sought relief on behalf of proposed Classes of purchasers of the
 9 Organix Products in California, New York, Hawaii and Washington pursuant to the consumer
 10 protection and false advertising laws of those states. *See* Cal. Bus. & Prof. Code § 17200, *et seq.*;
 11 Cal. Civil Code § 1750, *et seq.*; N.Y. Gen. Bus. Law § 349; Haw. Rev. Stat. §§ 480-2, 480-13(b)
 12 and (c); and Revised Washington Code §§ 19.86.020, 19.86.023 and 19.86.090. Plaintiffs also
 13 sought relief on behalf of a proposed Class of purchasers of the Organix products in California,
 14 New York, Florida, New Jersey, Ohio, Washington, Texas and Hawaii pursuant to the express
 15 warranty laws of those states. Plaintiffs' claims under California law included a claim that
 16 Defendant violated the unlawful prong of California's Unfair Competition Law ("UCL"), Cal.
 17 Bus. & Prof. Code §§ 17200 *et seq.*, by allegedly violating the California Organic Products Act's
 18 ("COPA") restrictions on selling, labeling, or representing cosmetic products "as organic or made
 19 with organic ingredients" unless the products contain a minimum of 70% organically produced
 20 ingredients, Cal. Health & Safety Code §§ 110838 *et seq.* Class Counsel confirm that before
 21 commencing the Action, they conducted an examination and evaluation of the relevant law and
 22 facts to assess the merits of the claims and to determine how to best serve the interests of the
 23 members of the Class.

24 B. Prior to the time Plaintiffs filed the instant action, on June 16, 2011, Defendant
 25 was named in an action brought by the Center for Environmental ("CEH") entitled *Center for*
 26 *Environmental Health v. Advantage Research Laboratories, Inc., et al.*, Case No. RG 11-580876,
 27 Superior Court of the State of California, County of Alameda (the "CEH Action"). The CEH
 28 Action was filed by CEH pursuant to COPA's private attorney general provision, Cal. Health &

1 Safety Code §§ 111910(a), which authorizes any person to sue to enjoin alleged violations of
 2 COPA. On September 13, 2012, the Hon. Steven Brick approved a Consent Judgment between
 3 CEH and Vogue in the CEH Action (the “CEH Consent Judgment”). The CEH Consent
 4 Judgment includes injunctive relief placing restrictions on Vogue’s use of the “Organix” brand
 5 and the word “organic” on its products’ labeling, advertising and marketing materials in
 6 California.

7 C. On December 12, 2012, Defendant filed a motion in the instant action to transfer
 8 venue pursuant to 28 U.S.C. § 1404(a) to the Middle District of Florida. On February 8, 2013,
 9 the Court denied Defendant’s motion.

10 D. On March 1, 2013, Defendant filed motions in the instant action to: (1) dismiss
 11 Plaintiffs’ claims for breach of express warranty under the laws of the four states in which the
 12 named Plaintiffs neither lived nor purchased Vogue’s products; (2) dismiss Plaintiffs’ claims for
 13 injunctive relief in California under the doctrine of res judicata in light of the CEH Consent
 14 Judgment and (3) stay the case under the doctrine of primary jurisdiction pending federal
 15 regulatory action for organic cosmetics. At oral argument on April 18, 2013, Judge Seeborg
 16 stated that he intended to grant the motions to dismiss but not the motion to stay. These motions
 17 still were under submission at the time the Parties reached this Stipulation of Settlement.

18 E. On July 22, 2013, Plaintiffs Kelly Bottari, Renee Conover, James Hanks, Crystal
 19 Kenny, Shanisha Sanders and Gretchen Swenson sent a letter notifying Defendant of their intent
 20 to pursue consumer protection and express warranty claims set forth in the First Amended
 21 Complaint based on Plaintiffs’ allegations that Defendant misrepresented the organic nature of
 22 the products.

23 F. Prior to and since the commencement of this action, the Parties have engaged in
 24 lengthy and comprehensive settlement discussions, culminating in an all-day in person mediation
 25 before mediator Randall W. Wulff in Oakland, California on July 30, 2013. Through these
 26 discussions, and through substantial written discovery and documentary production, Defendant
 27 has provided Plaintiffs with extensive information about the facts at issue. Based upon Plaintiffs’
 28 investigation and evaluation of the facts and law relating to the matters alleged in the pleadings,

1 Plaintiffs and Class Counsel agreed to settle the Action pursuant to the provisions of this
 2 Stipulation after considering, among other things: (1) the substantial benefits available to the
 3 Class under the terms of this Stipulation; (2) the attendant risks and uncertainty of litigation,
 4 especially in complex actions such as this, as well as the difficulties and delays inherent in such
 5 litigation; and (3) the desirability of consummating this Stipulation promptly to provide effective
 6 relief to Plaintiffs and the Class

7 G. On August 9, 2013, upon stipulation of the parties wherein Defendant reserved all
 8 rights and objections, Plaintiffs filed a First Amended Complaint adding Kelly Bottari, Renee
 9 Conover, James Hanks, Crystal Kenny, Shanisha Sanders and Gretchen Swenson as class
 10 representatives, and alleging claims on behalf of a nationwide class under the consumer
 11 protection, express warranty and unjust enrichment laws of all 50 states and the District of
 12 Columbia.

13 H. Defendant has denied and continues to deny each and all of the claims and
 14 contentions alleged by Plaintiffs in the Complaints and otherwise. Defendant has expressly
 15 denied and continues to deny all charges of wrongdoing or liability against it arising out of any of
 16 the conduct, labels, statements, acts or omissions alleged, or that could have been alleged, in the
 17 Action and states that its advertising and marketing of the Organix products was not false or
 18 misleading.

19 I. Nonetheless, Defendant has concluded that further defense of the Action would be
 20 protracted and expensive, and that it is desirable that the Action be fully and finally settled in the
 21 manner and upon the terms and conditions set forth in the Stipulation. Defendant also has taken
 22 into account the uncertainty and risks inherent in any litigation. Defendant, therefore, has
 23 determined that it is desirable and beneficial to it that the Action be settled in the manner and
 24 upon the terms and conditions set forth in the Stipulation.

25 **III. SETTLEMENT RELIEF**

26 In consideration of the covenants set forth herein, the Parties agree as follows:

27 **A. Injunctive Relief**

28 1. On or after July 1, 2015, or 2 months after the Effective Date (whichever is

1 later) (hereinafter the “Compliance Date”), Vogue shall not manufacture or cause to be
 2 manufactured any hair care and skin care products under the Organix brand name unless such
 3 product contains at least seventy (70%) percent organically produced ingredients, excluding water
 4 and salt;

5 2. By way of example, but not limitation, Vogue may at any time
 6 manufacture or cause to be manufactured products containing less than seventy (70%) percent
 7 organically produced ingredients, excluding water and salt, under the trademark “OGX” and the
 8 Class Members consent to such use of the trademark OGX and agree that use of the OGX
 9 trademark by Vogue will not violate COPA or any other federal, state or local statute or
 10 regulation including, but not limited to, those set forth in the Complaints filed in the Action.

11 3. Within 30 days following the Effective Date, Vogue shall not use the word
 12 “organic” to promote the sale of any hair care and skin care product unless such product contains
 13 at least seventy (70%) percent organically produced ingredients, excluding water and salt. For
 14 purposes of this agreement, “promote the sale of any hair care and skin care product” does not
 15 include:

16 (a) any explanation of Vogue’s discontinuance of the Organix brand
 17 name;

18 (b) truthfully responding to any inquiries about the organic content of
 19 Vogue’s hair care and skin care products, including through the “Frequently Asked Questions”
 20 section of its website;

21 (c) truthfully describing the organic content of Vogue’s hair care and
 22 skin care products in direct communications that are not intended for public dissemination;

23 (d) identifying the organic content of the product on the Information
 24 Panel in accordance with the California Organic Products Act, which at present calls for the
 25 following:

- (1) Identifying each organic ingredient in the ingredient statement either with the word “organic” or with an asterisk or other reference mark that is defined below the ingredient statement to indicate that such ingredient is organically produced; and/or
- (2) Displaying the total percentage of organic contents on the Informational Panel of the product.

4. The changes described in this Section III.A. only apply prospectively. Vogue does not agree to, and is not required to, recall products and, except as set forth in III.A.3 above, does not agree to alter labels or packaging on products manufactured prior to July 1, 2015.

5. Nothing herein shall be interpreted as precluding Vogue from using the phrase “formerly ORGANIX” on or in connection with Products manufactured prior to the Compliance Date.

B. Monetary Relief

Vogue primarily sells the Challenged Products to distributors, wholesalers and retailers, not directly to consumers, and thus has no way to identify all individual Class Members. Additionally, an individual Class Member’s recovery may be too small to make traditional methods of proof economically feasible. In order to assure that Class Members have access to the proceeds of this settlement, a Claim Fund is proposed to be established and administered as follows:

1. Vogue shall pay \$6,500,000 to the Escrow Agent for payment of Class Member claims, attorneys’ fees and costs in accordance with Section VIII.A below, Plaintiffs’ incentive awards in accordance with Section VIII.B below, and for the payment of certain notice and administration costs and expenses, on the following schedule:

(a) Within 10 days after the Court’s order granting Preliminary Approval, Vogue shall pay \$650,000 of the Claim Fund to the Escrow Agent to cover any notice and/or administration costs to be borne by the Claim Administrator and any Escrow Agent fees.

(b) Within 30 days after the Effective Date, Vogue shall pay the remaining \$5,850,000 of the Claim Fund to the Escrow Agent.

(c) The Escrow Agent will release funds only upon the express written consent of Class Counsel and Vogue's Counsel.

2. The Claim Fund shall be applied as follows:

(a) To reimburse or pay up to, but not to exceed, \$650,000 of the total costs reasonably and actually incurred by the Claim Administrator in connection with providing notice and administering claims submitted by the Class and pay for expenses associated with maintaining the Claim Fund (including taxes that may be owed by the Claim Fund);

(b) To pay attorneys' fees and costs of up to \$1,625,000 in accordance with Section VIII.A;

(c) To pay incentive awards to Plaintiffs in accordance with Section VIII.B; and

(d) To distribute to Class Members who submit Approved Claims to the Claim Administrator.

3. If the amounts to be paid from the Claim Fund under Section III.B.2(d) do not equal or exceed the Claim Fund Balance, the remainder shall be equally distributed to Consumers Union and the Center for Food Safety.

4. If the amounts to be paid from the Claim Fund under Section III.B.2(d) exceed the Claim Fund Balance, all Approved Claims will be reduced pro rata, based on the respective dollar amounts of the Approved Claims until the total aggregate of Approved Claims equals the Claim Fund Balance.

5. Class Members shall have the opportunity to submit a claim to the Claim Administrator during the Claim Submission Period. Class Members must fill out a Claim Form substantially in the form of Exhibit F and submit it as described in Exhibits C, E and F. Class Members will submit the Claim Form under penalty of perjury and must specify the number of the Challenged Products purchased during the Class Period. Class Members who properly and

1 timely submit the Claim Form are eligible to receive \$4.00 for each of the Challenged Products
2 purchased up to a total of \$28.00 per Class Member.

3 6. The claim process will be administered by a Claim Administrator,
4 according to the criteria set forth in the Claim Administration Protocols attached hereto as Exhibit
5 A, and neither Class Counsel nor Vogue shall participate in resolution of such claims.

6 7. All expenses of the Claim Administrator shall be paid as provided in
7 Section III.B.2(a).

8 8. The Claim Administrator shall approve or reject all claims according to the
9 claims criteria in Exhibit A. The determination of claims shall occur during the Claim Review
10 Period. The decision of the Claim Administrator shall be final and binding on Vogue and all
11 Class Members submitting Claims, and neither Vogue nor such Class Members shall have the
12 right to challenge or appeal the Claim Administrator's decision.

13 9. Within 10 days after conclusion of the Claim Review Period, the Claim
14 Administrator shall provide to Vogue and Class Counsel the Distribution Plan. No sooner than
15 20 days, but not later than 45, days after delivering the Distribution Plan, the Claim Administrator
16 shall disburse the remaining amounts in the Claim Fund according to the Distribution Plan and
17 mail letters to all claimants with Rejected Claims explaining the rejection. In no event shall a
18 Class Member's claim be paid until the conclusion of the Claim Review Period.

19 10. If any distribution checks mailed to Class Members are returned as
20 non-deliverable, or are not cashed within 180 days, or are otherwise not payable, any such funds
21 shall be returned to the Claim Fund for distribution in accordance with Section III.B.2. and III.B.3.

22 **IV. RELEASES**

23 A. As of the Effective Date, in consideration of the settlement obligations set forth
24 herein, any and all claims, demands, rights, causes of action, suits, petitions, complaints, damages
25 of any kind, liabilities, debts, punitive or statutory damages, penalties, losses and issues of any
26 kind or nature whatsoever, asserted or unasserted, known or unknown (including, but not limited
27 to, any and all claims relating to or alleging deceptive or unfair business practices, false or
28 misleading advertising, intentional or negligent misrepresentation, negligence, concealment,

omission, unfair competition, promise without intent to perform, unsuitability, unjust enrichment, and any and all claims or causes of action arising under or based upon any statute, act, ordinance, or regulation governing or applying to business practices generally, including, but not limited to, any and all claims relating to or alleging violations of the following: Alabama's Deceptive Trade Practices Act, Ala. Code § 8-19-1, *et seq.*; Alaska's Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et seq.*; Arizona's Consumer Fraud Act, Ariz. Rev. Stat. Ann. § 44-1521, *et seq.*; Arkansas's Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, *et seq.*; California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, 1770, *et seq.*; Colorado's Consumer Protection Act, Colo. Rev. Stat. § 61-1-101, *et seq.*; Connecticut's Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a, *et seq.*; Delaware's Consumer Fraud Act, Del. Code Ann. tit. 6, § 2511, *et seq.*, and Deceptive Trade Practices Act, Del. Code Ann. tit. 6, § 2531, *et seq.*; the District of Columbia's Consumer Protection Act, D.C. Code § 28-3901, *et seq.*; Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*; Georgia's Fair Business Practices Act, Ga. Code Ann. § 10-1-390, *et seq.*; Hawaii's Deceptive Practices Act, Haw. Rev. Stat. § 480-1, *et seq.*; Idaho's Consumer Protection Act, Idaho Code Ann. § 48-601, *et seq.*; Illinois's Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. § 505/1, *et seq.*, and Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/1, *et seq.*; Indiana's Deceptive Consumer Sales Act, Ind. Code Ann. § 24-5-0.5-1, *et seq.*; Iowa's Consumer Fraud Act, Iowa Code § 714.16; Kansas's Consumer Protection Act, Kan. Stat. Ann. § 50-623, *et seq.*; Kentucky's Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*; Louisiana's Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. § 51:1401, *et seq.*; Maine's Unfair Trade Practices Act, Me. Rev. Stat. tit. 5, § 205-A, *et seq.*, and Deceptive Trade Practices Act, Me. Rev. Stat. tit. 10, § 1211, *et seq.*; Maryland's Consumer Protection Act, Md. Code Ann. Com. Law § 13-101, *et seq.*; Massachusetts's Consumer Protection Act, Mass. Gen. Laws ch. 93A, § 1, *et seq.*; Michigan's Consumer Protection Act, Mich. Comp. Laws § 445.901, *et seq.*; Minnesota's Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.*, and Unlawful Trade Practices law, Minn. Stat. § 325D.09, *et seq.*; Mississippi's Consumer Protection Act,

1 Miss. Code Ann. § 75-24-1, *et seq.*; Missouri's Merchandising Practices Act, Mo. Rev. Stat. §
 2 407.010, *et seq.*; Montana's Unfair Trade Practices and Consumer Protection Act, Mont. Code.
 3 Ann. § 30-14-103, *et seq.*, and § 30-14-201, *et seq.*; Nebraska's Consumer Protection Act, Neb.
 4 Rev. Stat. § 59-1601, *et seq.*, and Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-
 5 302, *et seq.*; Nevada's Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. § 598.0903, *et seq.*,
 6 and Nev. Rev. Stat. Ann. § 41.600; New Hampshire's Regulation of Business Practices for
 7 Consumer Protection, N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*; New Jersey's Consumer Fraud
 8 Act, N.J. Stat. Ann. § 56:8-1, *et seq.*; New Mexico's Unfair Practices Act, N.M. Stat. Ann. § 57-
 9 12-1, *et seq.*; New York's Deceptive Practices Act, N.Y. Gen. Bus. Law § 349; North Carolina's
 10 Unfair Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*; North Dakota's Unlawful
 11 Sales or Advertising Practices Law, N.D. Cent. Code § 51-15-01, *et seq.*; Oklahoma's Consumer
 12 Protection Act, Okla. Stat. tit. 15, § 751, *et seq.*, and Deceptive Trade Practices Act, Okla. Stat.
 13 tit. 78, § 51, *et seq.*; Ohio's Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et*
 14 *seq.*; Oregon's Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605, *et seq.*; Pennsylvania's
 15 Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. § 201-1, *et seq.*; Rhode
 16 Island's Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*; South Carolina's
 17 Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*; South Dakota's Deceptive Trade
 18 Practices and Consumer Protection Act, S.D. Codified Laws § 37-24-1, *et seq.*; Tennessee
 19 Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et seq.*; Texas's Deceptive Trade
 20 Practices Consumer Protection Act, Tex. Bus. & Com. Code Ann. § 17.41, *et seq.*; Utah's
 21 Consumer Sales Practices Act, Utah Code Ann. § 13-11-1, *et seq.*, and Truth in Advertising Law,
 22 Utah Code Ann. § 13-11a-1, *et seq.*; Vermont's Consumer Fraud Act, Vt. Stat. Ann. tit. 9 § 2451,
 23 *et seq.*; Virginia's Consumer Protection Act, Va. Code Ann. § 59.1-198, *et seq.*; Washington's
 24 Consumer Protection Act, Rev. Code Wash. § 19.86.010, *et seq.*; West Virginia's Consumer
 25 Credit and Protection Act, W. Va. Code § 46A-1-101, *et seq.*; Wisconsin's Consumer Act, Wis.
 26 Stat. § 421.101, *et seq.*; Wyoming's Consumer Protection Act, Wyo. Stat. Ann. § 40-12-101, *et*
 27 *seq.* (or any and all other federal, state, and/or local statutes analogous or similar to the statutes
 28 cited in any of the Complaints filed in this Action)), arising out of or related to the Action, that

were asserted or reasonably could have been asserted in the Action by or on behalf of all Releasing Parties, whether individual, class, representative, legal, equitable, administrative, direct or indirect, or any other type or in any other capacity, against any Released Party ("Released Claims") shall be finally and irrevocably compromised, settled, released, and discharged with prejudice. The Released Claims include any and all such claims related to the labeling, packaging, advertising and marketing of the Covered Products manufactured prior to July 1, 2015 without regard to when such Covered Products were, or are in the future, purchased by Class Members. The Releasing Parties further agree that compliance with the injunctive relief provisions of ¶ III.A alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising and marketing of the Covered Products as set forth in the Complaints filed in the Action.

B. Each of the Releasing Parties hereby waives any and all rights and benefits arising out of the facts alleged in the Action by virtue of the provisions of California Civil Code section 1542, or any other provision in the law of the United States or any state or territory of the United States, or any principle of common law or equity that is similar, comparable, or equivalent to Civil Code section 1542, with respect to this release. The Releasing Parties are aware that Civil Code section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties, upon the Effective Date, shall be deemed to have, and by operation of law shall have, fully, finally and forever settled, released, and discharged any and all Released Claims, known or unknown, suspected or unsuspected, whether or not concealed or hidden, that now exist or heretofore have existed upon any theory of law or equity, including, but not limited to, Released Claims based on conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard

1 to the subsequent discovery or existence of such different or additional facts. The Parties agree
2 that the Released Claims constitute a specific and not a general release.

3 C. The Releasing Parties shall be deemed to have agreed that the release set forth in
4 Sections IV.A and B will be and may be raised as a complete defense to and will preclude any
5 action or proceeding based on the Released Claims.

6 D. As of the Effective Date, by operation of entry of judgment, the Released Parties
7 shall be deemed to have fully released and forever discharged Plaintiffs, all other Class Members
8 and Class Counsel from any and all claims of abuse of process, malicious prosecution, or any
9 other claims arising out of the initiation, prosecution, or resolution of the Action, including, but
10 not limited to, claims for attorneys' fees, costs of suit or sanctions of any kind, or any claims
11 arising out of the allocation or distribution of any of the consideration distributed pursuant to this
12 Stipulation of Settlement.

13 **V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

14 Solely for the purposes of the settlement of this Action, the Parties agree to the
15 certification of a Class of all persons or entities in the United States who purchased the
16 Challenged Products from October 25, 2008, to the date notice to the Class is first published.
17 Plaintiffs shall make this request for certification to the Court. Class Counsel shall request that
18 the Court enter an order that, among other things, certifies the national Class for settlement
19 purposes as set forth in this paragraph. Vogue contends that certification of the alleged class
20 (other than on a settlement basis) would not be possible absent this settlement because individual
21 issues would predominate.

22 In the event this Stipulation of Settlement and the settlement proposed herein is not finally
23 approved, or is terminated, canceled, or fails to become effective for any reason whatsoever, this
24 class certification, to which the parties have stipulated solely for the purpose of the settlement of
25 the Action, shall be null and void and the Parties will revert to their respective positions
26 immediately prior to the execution of this Stipulation of Settlement. Under no circumstances may
27 this Stipulation of Settlement be used as an admission or as evidence concerning the
28 appropriateness of class certification in these or any other actions against Vogue.

1 **VI. CLASS NOTICE AND COURT APPROVAL**

2 A. Notice Order; Preliminary Approval

3 Within 30 days after the execution of the Stipulation of Settlement, the Parties shall apply
4 to the Court for a Preliminary Approval Order substantially in the form and content of Exhibit B,
5 conditionally certifying the Class for settlement purposes as defined in Section V, for preliminary
6 approval of the settlement, for scheduling a final approval hearing, and for approving the contents
7 and method of dissemination of the proposed Publication Notice and Class Notice Package.

8 B. The Notice Program

9 The notice program shall consist of notice by publication (the Publication Notice,
10 Exhibit C) which generally describes the settlement and directs all interested parties to a detailed
11 Class Notice available on the Settlement Website and, at the request of interested parties, by U.S.
12 Mail. The Settlement Website will become active and available no later than 5 days after the
13 Court enters the Preliminary Approval Order. Upon the close of the Claim Submission Period,
14 the Settlement Website will be modified whereby the documents and information listed in
15 paragraph 1 of the Notice Plan attached hereto as Exhibit D will be removed and replaced with (a)
16 a Frequently Asked Questions section, the content of which is to be agreed to by Class Counsel
17 and Vogue's Counsel and the purpose of which is to update those Class Members who have
18 submitted Claim Forms of the Status of their Claims; and (b) information about how to contact
19 the Claim Administrator via a toll-free telephone number, email and U.S. mail to enable those
20 who have submitted Claim Forms to inquire as to the Status of their Claims. The Settlement
21 Website will be permanently deactivated and made unavailable within 120 days following the
22 Effective Date. Class Counsel shall also place a link to the Settlement Website on the website of
23 the Lexington Law Group for a period starting from the date the Publication Notice is published,
24 and continuing no longer than the end of the Claim Submission Period. The cost associated with
25 the Publication Notice and Class Notice Package shall be paid from the Claim Fund as described
26 in Section III.B.2(a), except those costs associated with posting and maintaining notice on Class
27 Counsel's Internet websites.
28

1 1. Publication Notice

2 Commencing no later than 30 days after the Court enters the Preliminary Approval Order
3 or some other date set by the Court, the Claim Administrator shall cause to be published the
4 Publication Notice substantially in the form and content of Exhibit C pursuant to the Notice Plan
5 described in Exhibit D.

6 2. Class Notice Package

7 The Class Notice Package shall be available in electronic format on the Settlement
8 Website and mailed as a hard copy by the Claim Administrator upon request. Should the parties
9 become aware, within the Claim Submission Period, of other pending litigation that concerns the
10 Covered Products, they will notify Vogue and Vogue shall direct the Claim Administrator to mail
11 the Class Notice Package to counsel for the plaintiff(s) in such pending litigation. Each Class
12 Notice Package shall contain a Class Notice substantially in the form of Exhibit E and the Claim
13 Form substantially in the form of Exhibit F and shall be made available in Spanish and English.

14 3. Notice of Deadlines

15 Both the Publication Notice and the Class Notice shall inform Class Members of the dates
16 by which they must file any objections, requests for exclusions, and submit a Claim Form. Class
17 Members must file any objections, notices of intent to appear at the Final Approval Hearing, or
18 submit exclusion requests no later than 50 days prior to the Final Approval Hearing. Class
19 Members will have the opportunity to submit a Claim Form during the period beginning on the
20 date notice to the Class is first published and continuing until 10 days prior to the date of the Final
21 Approval Hearing.

22 C. Final Approval Hearing

23 The Parties shall request that, after notice is given, but no earlier than 120 days after the
24 Publication Notice is first published, the Court: hold a Final Approval Hearing for the purpose of
25 determining whether final approval of the settlement of the Action as set forth herein is fair,
26 adequate, and reasonable to the Class Members; and enter a Final Settlement Order and Judgment
27 dismissing the Action with prejudice substantially in the form and content of Exhibit G.
28

D. Requests for Exclusion

If, prior to the Final Approval Hearing, the number of putative Class Members who timely request exclusion from the class in accordance with the provisions of the Preliminary Approval Order exceeds 500, Vogue shall have the right, but not the obligation, to terminate this Stipulation of Settlement or to seek appropriate modifications to this Stipulation of Settlement that adequately protect the Parties. All Requests for Exclusion must be in writing and mailed to the Claim Administrator. Copies of all Requests for Exclusion received by the Claim Administrator, together with copies of all written revocations of Requests for Exclusion received, shall be delivered to the Parties' counsel no later than 10 days after the Class Members' deadline to submit such exclusion requests, or at such other time as the Parties may mutually agree in writing.

E. Parties' Duty to Defend

From the date of execution of this Stipulation, the Parties, via Class Counsel and Defendant's Counsel, shall take all reasonable steps to defend the terms of this Stipulation as fair, reasonable, and adequate, shall defend the proposed Class as meeting the requirements of Federal Rule of Civil Procedure 23 as applied to proposed settlement class, and shall defend the notice program set forth in the Stipulation as meeting the requirements of Federal Rule of Civil Procedure 23 and giving the best and most reasonable notice practicable under the circumstances.

VII. CONDITIONS; TERMINATION

A. This Settlement shall become final on the first date after which all of the following events and conditions have been met or have occurred (the "Effective Date"):

1. The Court has preliminarily approved this Stipulation (including all attachments), the settlement set forth herein, and the method for providing notice to the Class;
2. The Court has entered a Final Settlement Order and Judgment in the Action; and
3. One of the following has occurred:
 - (a) The time to appeal from such orders has expired and no appeals have been timely filed;

(b) If any such appeal has been filed, it has finally been resolved and the appeal has resulted in an affirmation of the Final Settlement Order and Judgment; or

(c) The Court, following the resolution of any such appeals, has entered a further order or orders approving the Settlement of the Action on the terms set forth in this Stipulation of Settlement, and either no further appeal has been taken from such order(s) or any such appeal has resulted in affirmation of such order(s).

B. If the Settlement is not made final (per the provisions of Section VII.A), this entire Stipulation shall become null and void as set forth in Section V, except that the Parties shall have the option to agree in writing to waive the event or condition and proceed with this settlement, in which event the Stipulation of Settlement shall be deemed to have become final on the date of such written agreement.

C. If the Settlement is not made final (per the provisions of Section VII.A), all amounts paid into the Claim Fund, less amounts paid for taxes and tax expenses and claims administration and notice shall be returned to Defendant. In that event, within five (5) business days after written notification of such event is sent by Vogue's Counsel or Class Counsel to the Escrow Agent, the Claim Fund (including accrued interest), less expenses and any costs which have been disbursed or are determined to be chargeable as notice and claims administration expenses, shall be refunded by the Escrow Agent to Vogue. In such event, Vogue shall be entitled to any tax refund owing to the Claim Fund. At the request of Vogue, the Escrow Agent or its designee shall apply for any such refund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for a refund, to Vogue. In no event will Vogue be entitled to recover any funds spent for notice and claims administration expenses prior to termination of this Stipulation.

VIII. COSTS, FEES, AND EXPENSES

A. Attorneys' Fees and Expenses

1. The Parties agree that any award of attorneys' fees and expenses to Class Counsel will be approved by the Court and paid from the Claim Fund as set forth herein.

2. Class Counsel shall make an application for an award of attorneys' fees and expenses not to exceed \$1,625,000. The Claim Administrator shall pay the award of Class Counsels' fees and expenses from the Claim Fund within 40 days after the Effective Date.

3. In the event the amount of the attorneys' fees requested is decreased or denied by the Court, such denial or decrease in the requested fees shall have no effect on this Stipulation and shall not invalidate the settlement agreed to herein.

4. Class Counsel, in their sole discretion, shall allocate and distribute the award of attorneys' fees and expenses among counsel for the class members. In the event that any Class Members object to any aspect of this Stipulation of Settlement, Vogue shall under no circumstances be obligated or required to pay attorneys' fees or costs claimed by or associated with such objectors (if any).

B. Class Representative Awards

Vogue agrees not to oppose an application for class representative service awards to be paid out of the Claim Fund to Plaintiffs in an amount not to exceed \$1,500 each for Plaintiffs Golloher, Freeman, Chase, Shapiro and Brown and \$250 each for Plaintiffs Kenny, Bottari, Conover, Hanks, Swenson, and Sanders. Such awards shall be paid within 40 days after the Effective Date. In the event that a Class Member appeals the award of attorneys' fees and costs, or the class representative service awards, Vogue shall not take a position contrary to this Stipulation.

C. Claim Administration Costs and Costs of Class Notice

The costs associated with the administration of the claim process and with notifying the Class of this proposed settlement shall be paid from the Claim Fund as described in Section III.

IX. MEDIA COMMUNICATIONS

A. Following the issuance of the Preliminary Approval Order, the Parties agree that they will issue a joint press release to be used in the Notice Plan, the content of which must first be agreed by Vogue's Counsel and Class Counsel and generally will mirror the contents of the Publication Notice in Exhibit C. Defendant and Class Counsel may post the joint press release on Defendant's website and Class Counsel's websites, if they so choose.

1 B. Class Counsel will consult with Vogue's Counsel and Vogue's Counsel will
 2 consult with Class Counsel about the content of counsels' proposed response to media inquiries
 3 or requests for comments with respect to the settlement or the underlying subject matter and they
 4 will reach an agreement with respect to the same, which agreement shall be consistent with the
 5 content and purposes of this Stipulation and any joint press release previously agreed to.

6 C. Nothing herein will prohibit Class Counsel or Vogue's Counsel from responding
 7 to routine questions about the settlement or the Action so as to permit timely responses to media
 8 inquiries consistent with the language of the joint press release or any agreements or agreed
 9 announcements.

10 **X. NOTICE AND CURE**

11 Any party that believes there has been a violation of this Stipulation of Settlement or the
 12 Final Settlement and Judgment shall provide the other party with written notice of such alleged
 13 violation, and the party receiving such notice shall have 60 days from the date such notice is sent
 14 in which to take reasonable steps to cure such alleged violation. In the event that any identified
 15 violation has been substantially cured within such 60 day time period, then the party providing
 16 notice of such violation shall refrain from bringing any legal action against the breaching party
 17 based on such violation.

18 **XI. COVENANTS AND WARRANTIES**

19 **A. Authority to Enter Agreement**

20 Plaintiffs and Defendant each covenant and warrant that they have the full power and
 21 authority to enter into this Stipulation of Settlement and to carry out its terms, and that they have
 22 not previously assigned, sold, or otherwise pledged or encumbered any right, title, or interest in
 23 the claims released herein or their right, power, and authority to enter into this Stipulation of
 24 Settlement. Any person signing this Stipulation of Settlement on behalf of any other person or
 25 entity represents and warrants that he or she has full power and authority to do so and that said
 26 other person or entity is bound hereby.

1 B. Represented by Counsel

2 In entering into this Stipulation of Settlement, the Parties represent that: they have relied
3 upon the advice of attorneys of their own choice, concerning the legal consequences of this
4 Stipulation of Settlement; the terms of this Stipulation of Settlement have been explained to them
5 by their attorneys; and the terms of this Stipulation of Settlement are fully understood and
6 voluntarily accepted by the Parties.

7 C. No Other Actions

8 As of the date of executing this Stipulation, Plaintiffs and Class Counsel represent and
9 warrant that they are not aware of any action or potential action other than this Action that
10 (1) raises allegations similar to those asserted in the Action, and (2) is pending or is expected to
11 be filed in any forum by any person or entity against Vogue. Until the Effective Date, Plaintiffs
12 and Class Counsel shall have a continuing duty to notify Vogue if Plaintiffs or Class Counsel
13 become aware of any such action.

14 **XII. MISCELLANEOUS**

15 A. Governing Law

16 The interpretation and construction of this Stipulation of Settlement shall be governed by
17 the laws of the State of California.

18 B. Counterparts

19 This Stipulation of Settlement may be executed in counterparts, and faxed signatures
20 and/or signatures scanned to pdf and sent by email shall be valid and enforceable, each of which
21 shall be deemed an original signature. All counterparts so executed shall constitute one
22 agreement binding on all of the Parties hereto, notwithstanding that all Parties are not signatories
23 to the original or the same counterpart.

24 C. No Drafting Party

25 Any statute or rule of construction that ambiguities are to be resolved against the drafting
26 party shall not be employed in the interpretation of this Stipulation of Settlement, and the Parties
27 agree that the drafting of this Stipulation has been a mutual undertaking.
28

1 D. Protective Orders

2 All orders, agreements and designations regarding the confidentiality of documents and
 3 information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to
 4 comply with the Protective Orders, including the provisions to certify the destruction of
 5 “Confidential” documents. Notwithstanding such provision in the Protective Order, Class
 6 Counsel and Vogue’s Counsel may retain copies of all documents submitted to the Court, but
 7 those documents must be kept confidential to the extent they were designated as “Confidential”
 8 and will continue to be subject to the Protective Order.

9 E. Entire Agreement

10 All agreements, covenants, representations and warranties, express or implied, written or
 11 oral, of the Parties hereto concerning the subject matter hereof are contained in this Stipulation of
 12 Settlement and the exhibits hereto. Any and all prior or contemporaneous conversations,
 13 negotiations, drafts, terms sheets, memoranda of understanding, possible or alleged agreements,
 14 covenants, representations and warranties concerning the subject matter of this Stipulation of
 15 Settlement are waived, merged herein, and superseded hereby.

16 F. Retained Jurisdiction

17 The Court shall retain jurisdiction with respect to the implementation and enforcement of
 18 the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of the Court for
 19 purposes of implementing and enforcing the settlement embodied in this Stipulation.

20 G. Cooperation

21 Each of the Parties hereto shall execute such additional pleadings and other documents
 22 and take such additional actions as are reasonably necessary to effectuate the purposes of this
 23 Stipulation of Settlement.

24 H. Amendments in Writing

25 This Stipulation of Settlement may only be amended in writing signed by Class Counsel
 26 and Defendant’s Counsel. Any amendment to the Stipulation of Settlement must be approved by
 27 the Court.

I. Binding Effect; Successors and Assigns

This Stipulation of Settlement shall inure to the benefit of, and shall be binding upon, the Class and the Parties hereto as well as the legal successors and assigns of the Parties hereto and each of them.

J. Construction

As used in this Stipulation of Settlement, the terms “herein” and “hereof” shall refer to this Stipulation in its entirety, including all exhibits and attachments, and not limited to any specific sections. Whenever appropriate in this Stipulation of Settlement, the singular shall be deemed to refer to the plural, and the plural to the singular, and pronouns of any gender shall be deemed to include both genders.

K. Waiver in Writing

No waiver of any right under this Stipulation of Settlement shall be valid unless in writing.

L. Computation of Time

All time periods set forth herein shall be computed in business days, if seven days or fewer, and calendar days, if eight days or more, unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal or court holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or other conditions have made the office of the clerk of the Court inaccessible, in which event the period shall run until the end of the next day as not one of the aforementioned days. As used in this subsection, “legal or court holiday” includes New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President or the Congress of the United States or by the State of California.

1 M. No Admission of Liability

2 Each of the Parties understands and agrees that he, she, or it has entered into this
3 Stipulation of Settlement for purpose of purchasing peace and preventing the risks and costs of
4 any further litigation or dispute. This settlement involves disputed claims; specifically, Vogue
5 denies any wrongdoing, and the Parties understand and agree that neither this Stipulation of
6 Settlement, nor the fact of this settlement, may be used as evidence or admission of any
7 wrongdoing by Vogue.

8 N. Notice

9 Any notice to the Parties required by this Stipulation of Settlement shall be given in
10 writing by first-class U.S. Mail and e-mail to:

11 For Plaintiff:

12 Mark N. Todzo
13 Lexington Law Group
14 503 Divisadero Street
15 San Francisco, CA 94117
Telephone: (415) 913-7800
mtodzo@lexlawgroup.com

16 For Defendant:

17 Kieran G. Doyle
18 Cowan, Liebowitz & Latman
19 1133 Avenue of the Americas
New York, NY 10036
Telephone: (212) 790-9261
kgd@cll.com

21 IN WITNESS WHEREOF, the parties hereto have executed this Stipulation of Settlement
22 as of the dates set forth below.
23
24
25
26
27
28

1
2 DATED: Aug 15, 2013


ANDREA GOLLOHER

3
4
5 DATED: _____, 2013

MARISA FREEMAN

6
7
8 DATED: _____, 2013

ROBERTA CHASE

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ANDREA GOLLOHER

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MARISA FREEMAN

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ROBERTA CHASE

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MICHAEL SHAPIRO

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JAMES HANKS

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GRETCHEN SWENSON

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KELLY BOTTARI

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RENNEE CONOVER

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TODD CHRISTOPHER INTERNATIONAL, INC.

9
10
11 BY: Todd Christopher
President

12
13 DATED: _____, 2013

LEXINGTON LAW GROUP
MARK N. TODZO

14
15
16 MARK N. TODZO

17 503 Divisadero Street
18 San Francisco, CA 94117
19 Telephone: (415) 913-7800

20 DATED: _____, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

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23 KIERAN G. DOYLE

24 1133 Avenue of the Americas
25 New York, NY 10036
26 Telephone: (212) 790-9261
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KELLY HOTTARI

DATED: Aug 21, 2013

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RENEE CONOVER

DATED: _____, 2013

TODD CHRISTOPHER INTERNATIONAL, INC.

BY: Todd Christopher
President

DATED: _____, 2013

LEXINGTON LAW GROUP
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MARK N. TODZO

503 Divisadero Street
San Francisco, CA 94117
Telephone: (415) 913-7200

DATED: _____, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

KIDLAND DOYLE

1133 Avenue of the Americas
New York, NY 10036
Telephone: (212) 790-9261

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KELLY BOTTARI

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TODD CHRISTOPHER INTERNATIONAL, INC.

9
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President

12
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LEXINGTON LAW GROUP
MARK N. TODZO

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16 MARK N. TODZO

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19 Telephone: (415) 913-7800

20 DATED: _____, 2013

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TODD CHRISTOPHER INTERNATIONAL, INC.

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11 BY: Todd Christopher
President

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13 DATED: 8/20, 2013

LEXINGTON LAW GROUP
MARK N. TODZO



MARK N. TODZO

503 Divisadero Street
San Francisco, CA 94117
Telephone: (415) 913-7800

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TODD CHRISTOPHER INTERNATIONAL, INC.

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11 BY: Todd Christopher
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LEXINGTON LAW GROUP
MARK N. TODZO

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17 503 Divisadero Street
18 San Francisco, CA 94117
19 Telephone: (415) 913-7800

20 DATED: 8/21, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

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23 ~~KIERAN G. DOYLE~~ ERIK J. SHIMANOFF

24 1133 Avenue of the Americas
25 New York, NY 10036
26 Telephone: (212) 790-9261 9200
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LIST OF EXHIBITS

- A. Claims Administration Protocols
- B. Order re: Preliminary Approval of Class Action Settlement
- C. Publication Notice
- D. Notice Plan
- E. Notice of Class Action Settlement
- F. Claim Form
- G. Final Settlement Order and Judgment

EXHIBIT A

CLAIM ADMINISTRATION PROTOCOLS

These Claim Administration Protocols (“Protocols”) are part of the Stipulation of Settlement (“Stipulation”) between Plaintiffs and Defendant Todd Christopher International, Inc. d/b/a Vogue International (“Vogue”). All provisions of the Stipulation are incorporated into these Protocols by reference, including without limitation all definitions. All capitalized terms used here shall have the same meaning given them in the Stipulation. These Protocols shall define the duties of the Claim Administrator retained to implement the claim process as described in Paragraph III.B of the Stipulation.

A.1 Appointment of Claim Administrator

The Parties have agreed that the Heffler Claims Group will serve as the Claim Administrator to implement the claim process described in Paragraph III.B of the Stipulation. The Claim Administrator represents that it is experienced in fairly and independently administering class action settlement claims. If the Claim Administrator fails to perform adequately all duties described in the Stipulation and these Protocols on behalf of Vogue, Class Counsel or the Class, then Vogue and Class Counsel by agreement may remove the Claim Administrator for good cause. If there is any disagreement between Vogue and Class Counsel regarding the removal of the Claim Administrator, the Court shall resolve the dispute. If the Claim Administrator is removed either by agreement of the parties or by order of the Court, the Claim Administrator will return to Defendant any unused amounts in the Claim Fund.

A.2 Agreement by Claim Administrator

By executing these Protocols, the Claim Administrator hereby consents to serve, and agrees to abide by the obligations of the Stipulation and these Protocols.

A.3 Escrow Agent

The Claim Administrator will serve as Escrow Agent as set forth in the Stipulation of Settlement.

A.4 Control of Claim Fund

The Claim Fund described in Paragraph III.B of the Stipulation shall be maintained by the Claim Administrator as Escrow Agent. Disbursement from the Claim Fund shall be pursuant to the directions provided in these Protocols and Paragraphs III.B and VII.C of the Stipulation.

A.5 Conflicts of Interest

The Claim Administrator hereby warrants that it knows of no reason why it cannot fairly and impartially administer claims. The Claim Administrator shall not adjudicate the claim of any Class Member if the Claim Administrator, Vogue, and/or Class Counsel determines there is a conflict of interest. If the Claim Administrator, Vogue and/or Class Counsel learns of a conflict of interest as to a claim, that party shall give written notice to the other parties, who shall resolve any such circumstances by further written agreement. Any unresolved dispute over such conflict of interest shall be submitted to the Court for resolution. The Claim Administrator shall indemnify and defend the Parties and their counsel against any liability arising from the Claim Administrator's breach of this provision.

A.6 Class Action Fairness Act ("CAFA") Notices

No later than ten (10) days after the parties file a motion for Preliminary Approval, the Claim Administrator will serve, on behalf of Defendant, all CAFA notifications as required under 28 USC §1715.

A.7 The Settlement Website

The Claim Administrator shall establish and maintain a special internet site, the Settlement Website, which shall be easily accessible through commonly used internet service providers, for the submission of claims. Notices and Claim Forms will be made available on the Settlement Website in both English and Spanish. The Settlement Website will become active and available no later than 5 days after the Court enters the Preliminary Approval Order. Upon the close of the Claim Submission Period, the Settlement Website will be modified whereby the documents and information listed in paragraph 1 of the Notice Plan attached as Exhibit D to the Stipulation of Settlement will be removed and replaced with (a) a Frequently Asked Questions section, the content of which is to be agreed to by Class Counsel and Vogue's Counsel and the purpose of which is to update those Class Members who have submitted Claim Forms of the Status of their Claims; and (b) information about how to contact the Claim Administrator via a toll-free telephone number, email and U.S. mail to enable those who have submitted Claim Forms to inquire as to the Status of their Claims. The Settlement Website will be permanently deactivated and made unavailable within 120 days following the Effective Date.

A.8 Timing

The Claim Administrator shall begin to review the claims no later than 10 days after the Effective Date, and shall conclude the review process during the time provided in Paragraph I.A.10 of the Stipulation (the "Claim Review Period"). The deadline for Class members to submit their claim to the Claim Administrator (the "Claim Deadline") shall be 10 days prior to the date of the Final Approval Hearing or such other date as may be set by order of the Court and/or agreement of the parties. The Claim Deadline shall be specified in the Class Notice and

Publication Notice. In no event shall payments be made to Class Members until the end of the Claim Review Period and preparation of the Distribution Plan.

A.9 Communications with Claimants

No communications with a claimant or others shall be initiated by the Claim Administrator unless necessary or appropriate to resolve the claims according to these Protocols or to randomly verify claims. Where necessary or appropriate to resolve the claims, the Claim Administrator may communicate with the claimant. If the claimant has indicated to the Claim Administrator that he or she has counsel, the Claim Administrator shall only contact the claimant through his or her counsel unless the claimant or the claimant's designated counsel instructs otherwise. In all communications, the Claim Administrator shall treat the claimant with courtesy, responsiveness and professionalism and shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of the Stipulation in communications with Class Members. The Claim Administrator also shall establish a toll free number which will have recorded information answering questions about the claims submission process and representatives available to answer questions.

A.10 Maintenance and Preservation of Records

The Claim Administrator shall keep a clear and careful record of all communications with claimants, all claims decisions, all expenses, and all tasks performed in administering the claims process. The Claim Administrator shall preserve all such records until notified in writing by both Vogue and Class Counsel that the claim process is concluded and that preservation of records is no longer necessary.

A.11 Method of Submitting Claims

Claims may be submitted on the Claim Forms by mail, or electronically through the Settlement Website. The Settlement Website address shall be identified in the Class Notice and the Publication Notice. The Claim Administrator shall be solely responsible for receiving and processing requests for Claim Forms and for promptly delivering Claim Forms to the Class Members who request them. The Claim Forms on the Settlement Website and the hard copy Claim Forms shall be identical in content.

A.12 Approval or Denial of Claims

After the Claim Deadline has passed, the Claim Administrator shall gather all Claim Forms, whether submitted by Settlement Website, and/or by mail. Before the end of the Claim Review Period, the Claim Administrator shall select the claims which will be paid and the amount of each such payment (“Approved Claims”) and claims that will not be paid (“Rejected Claims”). The Claim Administrator shall determine whether claims are Approved Claims or Rejected Claims, subject to pro rata reduction, by the following criteria:

A.12.1 Duplicative Claims

No claimant may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged product purchases. The Claim Administrator shall determine whether there is any duplication of claims, if necessary by contacting the claimant(s). The Claim Administrator shall award settlement relief to only one claimant for the same alleged product purchases and designate as appropriate duplicative claims as Rejected Claims.

A.12.2 Claims Process

Claimants that purchased one or more of the Organix brand hair care or skin care products during the Class Period may submit claims using the Claim Form. The claimant must

provide information that allows the Claim Administrator to determine: (1) the identity and contact information for each claimant; and (2) the number of Organix brand products each claimant purchased. If the number of Organix brand products is not indicated, then the Claimant will be paid as if the Claimant indicated the purchase of one Organix brand product. The Claim Administrator shall also verify that the Claim Form has been executed under penalty of perjury.

Once the Claim Administrator has verified that the claimant has complied with each of these requirements to the satisfaction of the Claim Administrator, the claim shall be designated as an Approved Claim without further inquiry aside from the duplicative determination process described above. However, the Claim Administrator in its discretion may examine and verify a random sample of Claims to prevent fraud and abuse. If a claimant has not complied with all of these requirements to the satisfaction of the Claim Administrator, the claim shall be designated as a Rejected Claim.

A.12.3 Untimely or Incomplete Claims

The Claim Administrator shall, in its discretion, decide whether to accept Claim Forms submitted after the Claims Deadline. In deciding whether to accept a late-submitted Claim Form, the Claim Administrator shall take into account the length of time the Claim Form was submitted after the Claims Deadline, including whether the late-submitted claim would delay the distribution of the Claim Fund to claimants and the reasons for the late submission of the Claim Form. In the event the Claim Administrator determines that a Claim Form is incomplete, but may be cured by the claimant, the Claim Administrator shall contact the claimant if reasonably practical to cure any deficiency with the Claim Form.

A.13 Distribution Plan

Within 10 days after conclusion of the Claim Review Period, the Claim Administrator shall deliver the Distribution Plan as described in Paragraph III.B.10 of the Stipulation.

A.14 Claim Administrator's Fees and Expenses

As provided in Paragraph III.B.2 of the Stipulation the actual cost of the Claim Administrator shall be paid out of the Claim Fund. The Claim Administrator shall take all reasonable efforts to administer the claims efficiently and avoid unnecessary fees and expenses. The Claim Administrator shall only be reimbursed for fees and expenses supported by detailed and clear timesheets and receipts for costs. As soon as work commences, the Claim Administrator shall provide a detailed written accounting of all fees and expenses on a monthly basis to Vogue's Counsel and Class Counsel, and shall respond promptly to inquiries by Vogue's Counsel and Class Counsel concerning fees and expenses.

A.15 Access to Information from the Claim Administrator

The Parties are entitled to observe and monitor the performance of the Claim Administrator to assure compliance with the Stipulation of Settlement and these protocols. The Claim Administrator shall promptly respond to all inquiries and requests for information made by either Vogue or Class Counsel.

Heffler Claims Group
Mark Rapazzini, Esq.

Dated: _____

1515 Market Street, Suite 1700
Philadelphia, PA 19102
(267) 765-7400

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANDREA GOLLOHER, MARISA	)	No. C 12-06002 RS
FREEMAN, ROBERTA CHASE, JAMES)	
HANKS, MICHAEL SHAPIRO, BRENDA	)	<u>CLASS ACTION</u>
BROWN, GRETCHEN SWENSON,)	
CRYSTAL KENNY, KELLY BOTTARI,	)	[PROPOSED] ORDER PRELIMINARILY
RENEE CONOVER, and SHANISHA	)	APPROVING CLASS ACTION
SANDERS, on behalf of themselves and all	)	SETTLEMENT, CONDITIONALLY
others similarly situated,	)	CERTIFYING THE SETTLEMENT CLASS,
	)	PROVIDING FOR NOTICE AND
Plaintiffs,	)	SCHEDULING ORDER
)	
vs.)	
)	
)	
TODD CHRISTOPHER INTERNATIONAL,)	
INC. DBA VOGUE INTERNATIONAL, a)	
Florida Corporation, and DOES 1-100,)	
)	
Defendants.)	
)	

1 WHEREAS, the Parties¹ in the above-entitled Action have entered into a Stipulation of
 2 Settlement, filed [REDACTED], 2013 (the “Stipulation”), after arms-length settlement discussions conducted
 3 in good faith and with the assistance of an experienced mediator, Randall W. Wulff.;

4 WHEREAS, the Court has received and considered the Stipulation, including the
 5 accompanying exhibits;

6 WHEREAS, the Parties have made an application for an order preliminarily approving the
 7 settlement of this Action, and for its dismissal with prejudice upon the terms and conditions set forth
 8 in the Stipulation; and

9 WHEREAS, the Court has reviewed the Parties’ application for such order, and has found
 10 good cause for same.

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 **A. The Settlement Class Is Conditionally Certified.**

13 1. Pursuant to Federal Rule of Civil Procedure 23, and for settlement purposes only, the
 14 Court hereby certifies the following Class:

15 all individuals in the United States who purchased the Challenged Products within the Class
 16 Period. Specifically excluded from the Class are (a) Defendant, (b) the officers, directors, or
 17 employees of Defendant and their immediate family members, (c) any entity in which
 18 Defendant has a controlling interest, (d) any affiliate, legal representative, heir, or assign of
 19 Defendant, (e) all federal court judges who have presided over this Action and their
 immediate family members; (f) all persons who submit a valid request for exclusion from the
 Class; and (g) those who purchased the Challenged Products for the purpose of resale.

20 2. With respect to the Class and for settlement purposes only, the Court preliminarily
 21 finds the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3)
 22 have been met, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the class
 23 representatives and Class Counsel; (e) predominance of common questions of fact and law among
 24 the Class for purposes of settlement; and (f) superiority.

25
 26 ¹ All capitalized terms herein shall have the same meanings as set forth in the Stipulation
 27 unless otherwise specifically defined.

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby appoints the Plaintiffs in the Action – *i.e.*, Andrea Golloher, Marisa Freeman, Roberta Chase, James Hanks, Michael Shapiro, Brenda Brown, Gretchen Swenson, Crystal Kenny, Kelly Bottari, Rennee Conover and Shanisha Sanders – as the class representatives.

4. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court hereby appoints Mark N. Todzo and the Lexington Law Group as Class Counsel.

B. The Stipulation Is Preliminarily Approved and Final Approval Schedule Set.

5. The Court hereby preliminarily approves the Stipulation and the terms and conditions of settlement set forth therein, subject to further consideration at the Final Approval Hearing described below.

6. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Stipulation, and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Stipulation.

7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a Final Approval Hearing on _____, at _____ a.m./p.m., in the Courtroom of the Honorable Richard Seeborg, United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 3 - 17th Floor, 450 Golden Gate Ave, San Francisco, CA 94102, for the following purposes:

(a) finally determining whether the Class meets all applicable requirements of Federal Rule of Civil Procedure 23 and, thus, the Class should be certified for purposes of effectuating the settlement;

(b) determining whether the proposed settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate and should be approved by the Court;

1 (c) considering the application of Class Counsel for an award of attorneys' fees
2 and reimbursement of expenses, as provided for under the Stipulation;

3 (d) considering the applications of Plaintiffs for class representative incentive
4 awards, as provided for under the Stipulation;

5 (e) considering whether the Court should enter the [Proposed] Final Settlement
6 Order and Judgment;

7 (f) considering whether the release of the Released Claims as set forth in the
8 Stipulation should be provided; and

9 (g) ruling upon such other matters as the Court may deem just and appropriate.

10 8. The Court may adjourn the Final Approval Hearing and later reconvene such hearing
11 without further notice to Class Members.

12 9. The Parties may further modify the Stipulation prior to the Final Approval Hearing so
13 long as such modifications do not materially change the terms of the settlement provided thereunder.
14 The Court may approve the Stipulation with such modifications as may be agreed to by the Parties, if
15 appropriate, without further notice to Class Members.

16 10. All papers in support of the settlement and any application for an award of attorneys'
17 fees and expenses and/or class representative incentive awards must be filed with the Court and
18 served at least seven days prior to the Final Approval Hearing.

19 **C. The Court Approves the Form and Method of Class Notice.**

20 11. The Court approves, as to form and content, the proposed Publication Notice and
21 Class Notice (collectively the "Notice"), which are Exhibits C and E, respectively, to the Stipulation.

22 12. The Court finds that the distribution of Notice substantially in the manner and form
23 set forth in the Stipulation meets the requirements of Federal Rule of Civil Procedure 23 and due
24 process, is the best notice practicable under the circumstances, and shall constitute due and sufficient
25 notice to all persons entitled thereto.

26 13. The Court approves the designation of the Heffler Claims Group to serve as the
27 Court-appointed Claim Administrator for the settlement. The Claim Administrator shall cause

the Publication Notice to be published, disseminate Class Notice, and supervise and carry out the notice procedure, the processing of claims, and other administrative functions, and shall respond to Class Member inquiries, as set forth in the Stipulation and this Order under the direction and supervision of the Court.

14. The Court directs the Claim Administrator to establish a Settlement Website, making available copies of this Order, the Class Notice, Claim Forms that may be downloaded and submitted online, or by mail, the Stipulation and all Exhibits thereto, a toll-free hotline, and such other information as may be of assistance to Class Members or required under the Stipulation. The Class Notice and Claim Forms shall be made available to Class Members through the Settlement Website. The Settlement Website will become active and available no later than 5 days after the entry of this Preliminary Approval Order. Upon the close of the Claim Submission Period, the Settlement Website will be modified whereby the documents and information listed in paragraph 1 of the Notice Plan attached to the Stipulation of Settlement as Exhibit D will be removed and replaced with (a) a Frequently Asked Questions section, the content of which is to be agreed to by Class Counsel and Vogue's Counsel and the purpose of which is to update those Class Members who have submitted Claim Forms of the Status of their Claims; and (b) information about how to contact the Claim Administrator via a toll-free telephone number, email and U.S. mail to enable those who have submitted Claim Forms to inquire as to the Status of their Claims. The Settlement Website will be permanently deactivated and made unavailable within 120 days following the Effective Date. Class Notice and Claim Forms may also be made available to Class Members through the websites of Class Counsel at their option through the close of the Claim Submission Period but no longer.

15. The Claim Administrator is ordered to begin publication of the Publication Notice on or about 120 days before the Final Approval Hearing and complete publication of the Publication Notice on or about 80 days before the Final Approval Hearing.

16. The costs of Notice, processing of claims of Class Members, creating and maintaining the Settlement Website, and all other Claim Administrator and Notice expenses shall be paid from the Claim Fund in accordance with the applicable provisions of the Stipulation.

D. Procedure for Class Members to Participate in the Settlement.

17. The Court approves the Parties' proposed Claim Form. Any Class Member who wishes to participate in the settlement shall complete a Claim Form in accordance with the instructions contained therein and submit it to the Claim Administrator no later than 10 days prior to the date of the Final Approval Hearing, which date will be specifically identified in the Claim Form. Such deadline may be further extended without notice to the Class by written agreement of the Parties.

18. The Claim Administrator shall have the authority to accept or reject claims in accordance with the Stipulation, including the Claims Administration Protocols.

19. Any Class Member may enter an appearance in the Action, at his or her own expense, individually or through counsel who is qualified to appear in the jurisdiction. All Class Members who do not enter an appearance will be represented by Class Counsel.

E. Procedure for Requesting Exclusion from the Class.

20. All Class Members who do not timely exclude themselves from the Class shall be bound by all determinations and judgments in the Action concerning the settlement, whether favorable or unfavorable to the Class.

21. Any person or entity falling within the definition of the Class may, upon his, her or its request, be excluded from the Class. Any such person or entity must submit a request for exclusion to the Clerk of the Court c/o the Class Action Administrator, postmarked or delivered no later than 50 days prior to the date of the Final Approval Hearing, the date for which will be specifically identified in the Publication Notice and Class Notice. Requests for exclusion purportedly filed on behalf of groups of persons/or entities are prohibited and will be deemed to be void.

22. Any Class Member who does not send a signed request for exclusion postmarked or delivered on or before the time period described above will be deemed to be a Class Member for all purposes and will be bound by all judgments and further orders of this Court related to the settlement of this Action and by the terms of the settlement, if finally approved by the Court. The written request for exclusion must request exclusion from the Class, must be signed by the potential Class

Member and include a statement indicating that the person or entity is a member of the Class. All persons or entities who submit valid and timely requests for exclusion in the manner set forth in the Stipulation shall have no rights under the Stipulation and shall not be bound by the Stipulation or the Final Judgment and Order.

23. A list reflecting all requests for exclusions shall be filed with the Court by the parties at or before the Final Approval Hearing.

F. Procedure for Objecting to the Settlement

24. Any Class Member who desires to object either to the settlement, application for attorneys' fees and expenses, or class representative incentive awards must timely file with the Clerk of this Court and timely serve on the Parties' counsel by hand or first-class mail a notice of the objection(s) and the grounds for such objections, together with all papers that the Class Member desires to submit to the Court no later than 50 days prior to the date of the Final Approval Hearing, the date for which will be specifically identified in the Publication Notice and Class Notice. The Court will consider such objection(s) and papers only if such papers are timely received by the Clerk of the Court, Class Counsel and Vogue's Counsel. Such papers must be sent to each of the following persons:

Clerk of the Court,
United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

Mark N. Todzo
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

Kieran G. Doyle
Cowan, Liebowitz & Latman
1133 Avenue of the Americas
New York, NY 10036

25. All objections must include the name, address, and telephone number of the objecting Class Member, an affirmation that they purchased the Challenged Products during the Class Period, an explanation of the objection, and the submitting party's signature. All objections must also include a reference to *Golloher v. Todd Christopher International, Inc.*, Case No. C 12-06002 RS (N.D. California). Each Class Member submitting an objection must state whether he or she (or his or her attorney) intends to appear at the Final Approval Hearing.

26. Attendance at the Final Approval Hearing is not necessary; however, any Class Member wishing to be heard orally with respect to approval of the settlement, the applications for

attorneys' fees and reimbursement of expenses, or the application for class representative incentive awards are required to provide written notice of their intention to appear at the Final Approval Hearing no later than 50 days prior to the date of the Final Approval Hearing, which date will be specifically identified in the Class Notice. Class Members who do not oppose the settlement, the applications for attorneys' fees and expenses, or class representative incentive awards need not take any action to indicate their approval. A Class Member's failure to submit a written objection in accordance with the procedure set forth in the Class Notice waives any right the Class Member may have to object to the settlement, attorneys' fees and expenses, or class representative incentive awards, to appear at the Final Approval Hearing, or to appeal or seek other review of the Final Judgment and Order.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE RICHARD SEEBORG
UNITED STATES DISTRICT COURT
JUDGE

EXHIBIT D**Notice Plan****_____, 2013**

1. Settlement Website: The Claim Administrator will establish a Settlement Website that will contain: (1) a summary of the settlement; (2) a list of frequently asked questions and answers; (3) key deadlines; (4) downloadable copies of orders of the Court and other pleadings and documents pertaining to the settlement; (5) a downloadable copy of the Stipulation of Settlement; (6) a downloadable copy of the Class Notice and Claim Form in both English and Spanish; (7) information about how to contact the Claim Administrator via a toll-free number, via email and mail; (8) information about how to submit a claim, opt-out of the class and object to the settlement; (9) a platform via which class members can submit their claims electronically; and (10) other information required for Class Members to file a claim. Upon the close of the Claim Submission Period, the Settlement Website will be modified whereby the documents and information previously listed in this paragraph will be removed and replaced with (a) a Frequently Asked Questions section, the content of which is to be agreed to by Class Counsel and Vogue's Counsel and the purpose of which is to update those Class Members who have submitted Claim Forms of the Status of their Claims; and (b) information about how to contact the Claim Administrator via a toll-free telephone number, email and U.S. mail to enable those who have submitted Claim Forms to inquire as to the Status of their Claims. The Settlement Website will be permanently deactivated and made unavailable within 120 days following the Effective Date. Class Counsel shall also place a link to the Settlement Website on the website of the Lexington Law Group for a period starting from the date the Publication Notice is published, and continuing no longer than the end of the Claim Submission Period.

2. Toll-Free Telephone Support: The Claim Administrator will establish a toll-free telephone support system that will provide Class Members with (1) general information about the settlement; (2) frequently asked questions and answers; and (3) the ability to request a Class Notice and Claim Form. The toll-free telephone support system will be maintained until 120 days after the Effective Date.

3. CAFA Notice: The Claim Administrator will provide notice of the terms of the Stipulation of Settlement and other information to the appropriate federal official and state official in each State within 10 days after the Stipulation of Settlement is filed with the Court for preliminary approval as required by the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (2005) ("CAFA").

4. Published Notice: The Claim Administrator will provide Notice to Class Members through a one half page insertion in each of the following magazines as soon as it becomes commercially reasonable: *People*, *Us Weekly* and *Life and Style*. The Claim Administrator also will provide Notice pursuant to California Government Code Section 6064 by a 1/6 page advertisement inserted four consecutive weeks in the San Francisco Chronicle. The notice will direct Class Members to the Settlement Website and the toll-free telephone number referenced above. Class Members may download a Class Notice and Claim Form from the Settlement Website, request a Class Notice and Claim Form via U.S. Mail, e-mail or via the toll-free telephone number. The specific language of this notice will be substantially as set forth in

Exhibit C to the Stipulation of Settlement. Published notice shall begin within 30 days after the Court's entry of the Preliminary Approval Order and shall be completed no later than 80 days before the Final Approval Hearing.

5. PR Newswire Press Release: Within 10 days after the Court's entry of the Preliminary Approval Order, the Claim Administrator will send a press release of up to 600 words (also available in Spanish) targeting all 50 states via the PR Newswire's U.S.1 National and Hispanic newlines. The specific language of the press release contemplated by this section will be mutually agreed upon by the Parties and will be substantially as set forth in Exhibit C to the Stipulation of Settlement.

6. Internet and Mobile Advertisements: Commencing within 30 days after the Court's entry of the Preliminary Approval Order, the Claim Administrator will run internet and mobile advertisements targeting potential Class Members through services provided by Facebook, People.com & PeopleStyleWatch, Yahoo!, Yahoo! Mobile, Yahoo! Omg!, Yahoo! Shine, Batanga and Univision as soon as it becomes commercially reasonable. Advertisements on each of these services shall run for approximately one month. The specific form and content of each internet and mobile advertisement (which also will be available in Spanish) will be mutually agreed upon by the Parties and will be substantially as set forth in the top four lines in Exhibit C to the Stipulation of Settlement. Each internet and mobile advertisement will contain a hyperlink to the Settlement Website.

EXHIBIT E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**IF YOU PURCHASED
ORGANIX BRAND HAIR CARE OR SKIN CARE PRODUCTS
YOU MAY BE ENTITLED TO A CASH PAYMENT**

THIS NOTICE AFFECTS YOUR RIGHTS.

*A Federal Court authorized this notice.
This is not a solicitation from a lawyer.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a cash payment.
EXCLUDE YOURSELF	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit.
OBJECT	Write to the Court about why you don't like the settlement.
DO NOTHING	Get no cash payment. Give up your rights.

Please read this entire Class Notice carefully.

Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.

WHAT IS THIS LAWSUIT ABOUT?

A proposed settlement has been reached in a class action lawsuit about the labeling and advertising of Organix brand hair care and skin care products. The plaintiffs in the lawsuit assert that the packaging and advertising for these products mislead consumers to believe that the products were wholly or at least mostly organic. Todd Christopher International, Inc., which does business as Vogue International, denies all the plaintiffs' allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing. The court has not decided who is right and who is wrong.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

You are a member of the Class if you purchased at least one Organix brand hair care or skin care product on or after October 25, 2008.

The following persons are excluded from the settlement class: (a) Defendant; (b) the officers, directors, or employees of Defendant and their immediate family; (c) any entity in which Defendant has a controlling interest; (d) any affiliate, legal representative, heir, or assign of Defendant; (e) all federal court judges who have presided over this Action and their immediate family; (f) all persons who submit a valid request for exclusion from the Class; and (g) those who purchased the Organix brand hair care or skin care products for the purpose of resale.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET**CASH FROM THE CLAIM PROCESS**

Todd Christopher International, Inc. will create a fund of \$6.5 million to pay Class Members' claims, certain notice and administrative costs, incentive awards to the named plaintiffs and attorneys' fees and costs. You may obtain a cash payment from the fund if you purchased one of the Organix brand hair care or skin care products. The amount of your payment will depend on the statements in your Claim Form. Details are provided below.

Under the settlement, Todd Christopher International, Inc. also has agreed to make certain changes to the product labeling for its Organix brand hair care and skin care products. Details are described in the Settlement Agreement, which is available at www.toddchristopher.com.

HOW YOU GET A CASH PAYMENT – SUBMITTING A CLAIM FORM**HOW CAN I GET A PAYMENT?**

You must return a Claim Form to get a cash payment. A copy of the Claim Form is included in this Notice Package. Claim Forms are also available at www.toddchristopher.com or by calling 1-800-xxx-xxxx.

HOW MUCH CASH WILL I RECEIVE?

You will receive \$4 for each product you purchased, up to a total of \$28 per Class Member.

HOW DO I SEND IN A CLAIM?

The Claim Forms are simple and easy to complete.

The Claim Form requires that you provide:

1. Your mailing address;
2. The number of Organix products you purchased between October 25, 2008 and [Date Notice First Published]; and
3. Your signature under penalty of perjury, confirming that the information provided is true and correct.

Please return a Claim Form if you think that you have a claim. Returning a Claim Form is the only way to receive a cash payment from this settlement. No claimant may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged damage.

The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim and may limit the type of remedy you receive.

WHEN IS THE CLAIM FORM DUE?

You must file your claim, so that it is postmarked or submitted online, no later than [10 days prior to Final Approval Hearing], 2013.

WHO DECIDES MY CLAIM?

The Claim Forms will be reviewed by an independent Claim Administrator according to criteria agreed to by the parties.

The Claim Administrator may contact you or other persons listed in your Claim Form if he or she needs additional information or otherwise wants to verify information in your Claim Form.

The Claim Administrator's determination is final. Neither you nor Todd Christopher International, Inc. can appeal or contest the decision of the Claim Administrator.

WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on _____ to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. If there are no appeals or other delays, you should be sent your cash payment in approximately _____.

WHAT IF THE FUND IS TOO SMALL? TOO LARGE?

If the total amount of claims and certain administration costs are more than \$4,866,000, the payments to Class Members will be reduced *pro rata* such that each claimant would receive proportionally less than the amount he or she claimed. If, after everyone sends in Claim Forms, the total of all approved claims and certain administration costs are less than \$4,866,000, equal amounts of the unused portion of the fund will be donated to the following non-profit charitable organizations: Consumers Union and The Center for Food Safety. Such funds will not be returned to Todd Christopher International, Inc.

WHAT HAPPENS IF I DO NOTHING AT ALL?

You ***must*** return a Claim Form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Todd Christopher International, Inc. about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Class and receive settlement benefits, you must send a letter stating that you want to be excluded from this lawsuit. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request post-marked no later than [50 days prior to Final Approval Hearing date] to:

**Organix Class Settlement
Claims Administrator
Heffler Claims Group
P.O. Box XXXX
Philadelphia, PA 1901X-XXX**

If you asked to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Todd Christopher International, Inc. in the future.

If you have a pending lawsuit against Todd Christopher International, Inc., speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion date is [50 days prior to Final Approval Hearing date].

THE LAWYERS REPRESENTING YOU

DO I HAVE LAWYERS IN THIS CASE?

The Court appointed the law firm of the Lexington Law Group to represent you and other Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award them attorneys' fees and expenses. Class Counsel will make an application to the Court for an amount up to 25% of the Claim Fund or \$1,625,000.

The named plaintiffs will also ask the Court to award them an amount not to exceed \$1,500 each for their time and effort acting as plaintiffs and for their willingness to bring this litigation and act on behalf of consumers. These amounts, if approved by the Court, will be paid from the Claim Fund.

The costs to administer the settlement, to review Claim Forms, and notify Class Members about this settlement will be paid out of the Claim Fund, and will not exceed \$650,000.

OBJECTING TO THE SETTLEMENT

HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it and the Court will consider your views. To object, you must send a letter to the Court and the parties saying that you object to the settlement in *Golloher v. Todd Christopher International, Inc.*, Case No. 12-cv-06002-RS (N.D. California). Be sure to include your name, address, telephone number, your signature, and *a statement under penalty of perjury that you purchased one of the Organix brand hair care or skin care products in the United States during the Class Period*, as well as the reasons you object to the settlement. This objection ***must be***

postmarked no later than [50 days prior to Final Approval Hearing date]. Send your objection to:

Clerk of the Court
United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

Mark N. Todzo
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

Kieran G. Doyle
Cowan, Liebowitz & Latman
1133 Avenue of the Americas
New York, NY 10036

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

If the Court approves the proposed settlement and you do not request to be excluded from the Class, you must release (give up) all claims that are subject to the Release, and the case will be dismissed on the merits and with prejudice. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This includes any other lawsuit or proceeding already in progress.**

THE FINAL APPROVAL HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Judge will hold a Final Approval Hearing at ____ on _____ at the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, in Courtroom 3 on the 17th Floor. At this hearing, the Judge will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long this decision will take.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear in *Golloher v. Todd Christopher International, Inc.*, Case No. 12-cv-06002-RS." Be sure to include your name, address, telephone number, your signature and *a statement under penalty of perjury that you are a member of the Class* (i.e., that you purchased one of the Organix brand hair care or skin care products during the class period). Your Notice of Intention to Appear must be post-marked no later than _____, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed above.

GETTING MORE INFORMATION**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

This Notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to **Organix Class Settlement, Claims Administrator, Heffler Claims Group, P.O. Box XXXX, Philadelphia, PA 1910X-XXXX** or on the internet at www._____.com.

If you have questions about how to complete a Claim Form, you can call the Claim Administrator at _____. You can also contact attorneys for the class at www._____.com.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: _____

/s/ Hon. Richard Seeborg

BY ORDER OF THE U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EXHIBIT F

**Todd Christopher International, Inc. d/b/a Vogue International's ("Vogue")
Organix Brand Hair Care And Skin Care Products ("Organix Products")**

CLAIM FORM

You can also submit online at www._____.com.

Use this Claim Form to claim refunds of a portion of the purchase price of one or more of the Organix Products (up to a total of \$28). This Claim Form is only for claims concerning the purchase(s) of Organix Products. You cannot use this form to make a claim concerning the purchase(s) of any other Vogue product or hair care or skin care products manufactured by another company. You may submit only one Claim Form, and two people cannot submit Claim Forms for the same purchases. **All Claim Forms must be postmarked or submitted online by [10 Days prior to Final Hearing].** If mailing, please return this form to:

Organix Class Settlement
Claims Administrator
Heffler Claims Group
P.O. Box XXXX
Philadelphia, PA 1901X-XXX

CLASS MEMBER INFORMATION

NAME: _____ TELEPHONE OR EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

**Number of Organix Products purchased
between October 25, 2008 and [DATE Notice first published]: _____**

28 U.S.C. §1746 AFFIRMATION

I UNDERSTAND THAT THE DECISION OF THE CLAIM ADMINISTRATOR IS FINAL AND BINDING ON ME AND ON VOGUE.

I SWEAR UNDER PENALTY OF PERJURY THAT THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE: _____ DATE: _____

**CLAIM FORMS MUST BE RETURNED BY [10 Days prior to Final Hearing].
QUESTIONS? VISIT WWW._____.COM OR CALL 1-800-XXX-XXXX.**

EXHIBIT G

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANDREA GOLLOHER, MARISA	)	No. C 12-06002 RS
FREEMAN, ROBERTA CHASE, JAMES)	
HANKS, MICHAEL SHAPIRO, BRENDA)	
BROWN, GRETCHEN SWENSON,	)	<u>CLASS ACTION</u>
CRYSTAL KENNY, KELLY BOTTARI,)	
RENEE CONOVER, and SHANISHA	)	[PROPOSED] FINAL SETTLEMENT
SANDERS, on behalf of themselves and all	)	ORDER AND JUDGMENT
others similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
)	
TODD CHRISTOPHER INTERNATIONAL,)	
INC. DBA VOGUE INTERNATIONAL, a)	
Florida Corporation, and DOES 1-100,)	
)	
Defendants.)	
)	

1 IT IS HEREBY ADJUDGED AND DECREED THAT:

2 1. This Judgment incorporates by reference the definitions in the Stipulation of
3 Settlement dated _____, 2013 ("Stipulation"), attached as Exhibit A, and all capitalized
4 terms used herein shall have the same meanings as set forth in the Stipulation unless set forth
5 differently herein. The terms of the Stipulation are fully incorporated in this Judgment as if set forth
6 fully here.

7 2. The Court has jurisdiction over the subject matter of this action and all Parties to the
8 action, including all Class Members who do not timely exclude themselves from the Class. The list
9 of excluded Class Members is attached as Exhibit B.

10 3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), and for settlement purposes
11 only, the Court hereby certifies the following Class:

12 all individuals in the United States who purchased the Challenged Products within the Class
13 Period. Specifically excluded from the Class are (a) Defendant, (b) the officers, directors, or
14 employees of Defendant and their immediate family members, (c) any entity in which
15 Defendant has a controlling interest, (d) any affiliate, legal representative, heir, or assign of
16 Defendant, (e) all federal court judges who have presided over this Action and their
17 immediate family members; (f) all persons who submit a valid request for exclusion from the
18 Class; and (g) those who purchased the Challenged Products for the purpose of resale.

19 4. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such persons or entities who
20 satisfy the Class definition above, except those Class Members who timely and validly excluded
21 themselves from the Class, are Class Members bound by this Judgment.

22 5. For settlement purposes only, the Court finds:

23 (a) Pursuant to Federal Rule of Civil Procedure 23(a), Andrea Golloher, Marisa
24 Freeman, Roberta Chase, James Hanks, Michael Shapiro, Brenda Brown, Gretchen Swenson, Crystal
25 Kenny, Kelly Bottari, Rennee Conover and Shanisha Sanders are members of the Class, their claims
26 are typical of the Class, and they fairly and adequately protected the interests of the Class throughout
27 the proceedings in the Action. Accordingly, the Court hereby appoints Andrea Golloher, Marisa
28 Freeman, Roberta Chase, James Hanks, Michael Shapiro, Brenda Brown, Gretchen Swenson, Crystal
Kenny, Kelly Bottari, Rennee Conover and Shanisha Sanders as class representatives;

(b) The Class meets all of the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) for certification of the class claims alleged in the First Amended Complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the class representatives and Class Counsel; (e) predominance of common questions of fact and law among the Class for purposes of settlement; and (f) superiority; and

(c) Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement. Accordingly, the Court hereby appoints Class Counsel as counsel to represent Class Members.

6. Persons or entities that filed timely exclusion requests are not bound by this Judgment or the terms of the Stipulation and may pursue their own individual remedies against Defendant. However, such excluded parties are not entitled to any rights or benefits provided to Class Members by the terms of the Stipulation. The list of persons and entities excluded from the Class because they filed timely and valid requests for exclusion is attached hereto as Exhibit B.

7. The Court directed that notice be given to Class members by publication and other means pursuant to the notice program proposed by the Parties in the Stipulation and approved by the Court. The Declaration of _____, attesting to the dissemination of the notice to the Class, demonstrates compliance with this Court's Preliminary Approval Order. The Class Notice advised Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class.

8. The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

9. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds after a hearing and based upon all submissions of the Parties and other persons that the settlement proposed by the

Parties is fair, reasonable, and adequate. The terms and provisions of the Stipulation are the product of arms-length negotiations conducted in good faith and with the assistance of an experienced mediator, Randall W. Wulff. The Court has considered any timely objections to the Settlement and finds that such objections are without merit and should be overruled. Approval of the Stipulation will result in substantial savings of time, money and effort to the Court and the Parties, and will further the interests of justice.

10. Upon the Effective Date, the named Plaintiffs and each Class Member other than those listed on Exhibit B shall be deemed to have, and by operation of this Final Settlement Order and Judgment shall have released, waived and discharged with prejudice Defendant from any and all Released Claims as set forth in Section IV of the Stipulation.

11. All Class Members who have not timely and validly submitted requests for exclusion are bound by this Judgment and by the terms of the Stipulation.

12. The Plaintiffs in the Action initiated this lawsuit, acted to protect the Class, and assisted their counsel. Their efforts have produced the Stipulation entered into in good faith that provides a fair, reasonable, adequate and certain result for the Class. Plaintiff Golloher is entitled to an incentive award of \$_____. Plaintiff Freeman is entitled to an incentive award of \$_____. Plaintiff Chase is entitled to an incentive award of \$_____. Plaintiff Hanks is entitled to an incentive award of \$_____. Plaintiff Shapiro is entitled to an incentive award of \$_____. Plaintiff Brown is entitled to an incentive award of \$_____. Plaintiff Swenson is entitled to an incentive award of \$_____. Plaintiff Kenny is entitled to an incentive award of \$_____. Plaintiff Bottari is entitled to an incentive award of \$_____. Plaintiff Conover is entitled to an incentive award of \$_____. Plaintiff Sanders is entitled to an incentive award of \$_____. Class Counsel are entitled to reasonable attorneys' fees and expenses, which the Court finds to be \$_____.

13. The Court hereby dismisses with prejudice the Action, and the Released Parties are hereby released from all further liability for the Released Claims.

1 14. Without affecting the finality of this Judgment, the Court reserves jurisdiction over
2 the implementation, administration and enforcement of this Judgment and the Stipulation, and all
3 matters ancillary thereto.

4 15. The Court finding that no reason exists for delay in ordering final judgment pursuant
5 to Federal Rule of Civil Procedure 54(b), the clerk is hereby directed to enter this Judgment
6 forthwith.

7 16. The Parties are hereby authorized without needing further approval from the Court to
8 agree to and adopt such modifications and expansions of the Stipulation, including without limitation
9 the claim review procedure, that are consistent with this Judgment and do not limit the rights of
10 Class Members under the Stipulation.

11
12 **IT IS SO ORDERED.**

13
14 DATED: _____

THE HONORABLE RICHARD SEEBORG
UNITED STATES DISTRICT COURT
JUDGE

EXHIBIT B

REQUESTS FOR EXCLUSION FROM ORGANIX CLASS SETTLEMENT

Name	Address
William Gerad Barden	14050 Magnolia Glen Cir. Orlando, FL 32828
Michelle Underwood	1112 Montana Ave. #219 Santa Monica, CA 90403
Angela Markellos	13031 Sioux Redford, MI 48239
Courtney Grace	11493 W. Dixie Shores Dr. Crystal River, FL 34429