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

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

Plaintiffs,

vs.

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

Defendants.

) No. C 12-06002 RS

) CLASS ACTION

) **[PROPOSED] ORDER AND FINAL  
JUDGMENT APPROVING CLASS  
ACTION SETTLEMENT, AWARDED  
ATTORNEYS' FEES AND EXPENSES,  
AND AWARDED 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.

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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**

1 LEXINGTON LAW GROUP  
Mark N. Todzo (State Bar No. 168389)  
2 Howard Hirsch (State Bar No. 213209)  
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FREEMAN, ROBERTA CHASE, JAMES HANKS,  
7 MICHAEL SHAPIRO, BRENDA BROWN, GRETCHEN  
SWENSON, CRYSTAL KENNY, KELLY BOTTARI,  
8 RENEE CONOVER, and SHANISHA SANDERS

9 COWAN, LIEBOWITZ & LATMAN  
Kieran G. Doyle (Admitted *Pro Hoc Vice*)  
10 Eric J. Shimanoff (Admitted *Pro Hoc Vice*)  
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11 New York, NY 10036  
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13 ejs@cll.com

14 Attorneys for Defendant TODD CHRISTOPHER  
INTERNATIONAL, INC. DBA VOGUE INTERNATIONAL

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

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

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

6 **I. DEFINITIONS**

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

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

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

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

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

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

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

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

26 8. “Claim Fund” means the \$6.5 million to be paid by Defendant to be used  
27 for payment of the following: (1) Class Members’ claims; (2) notice and administration costs,  
28 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;

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

3 (c) Dismissing the Action with prejudice;

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

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

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

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

19 28. "Parties" means Plaintiffs and Defendant.

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

23 30. "Preliminary Approval Order" means the "Order re: Preliminary Approval  
24 of Class Action Settlement," substantially in the form of Exhibit B.

25 31. "Publication Notice" means information as approved in form and content  
26 by Class Counsel and Defendant's Counsel and to be approved by the Court, substantially in the  
27 form of Exhibit C.  
28

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

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

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

14                   35.     “Settlement Website” means the website located at  
15 [www.\\_\\_\\_\\_\\_.com](http://www._____.com) established by the Claim Administrator that will contain documents  
16 relevant to the settlement, including the Class Notice Package in Spanish and English. Claim  
17 Forms may be submitted by Class Members via the Settlement Website.

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

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

23 **II.    RECITALS**

24                   A.     On October 25, 2012, Plaintiffs Andrea Golloher, Marisa Freeman, Roberta Chase,  
25 Michael Shapiro, and Brenda Brown, on behalf of themselves and all other similarly situated  
26 persons, filed their initial complaint in the Superior Court of California, Alameda County,  
27 *Gollogher v. Todd Christopher International, Inc.*, Alameda County Superior Court Case No. RG  
28 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:

26  
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- 1 (1) Identifying each organic ingredient in the ingredient  
2 statement either with the word “organic” or with an asterisk  
3 or other reference mark that is defined below the ingredient  
4 statement to indicate that such ingredient is organically  
5 produced; and/or
- 6 (2) Displaying the total percentage of organic contents on the  
7 Informational Panel of the product.

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

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

14 B. Monetary Relief

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

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

25 (a) Within 10 days after the Court’s order granting Preliminary  
26 Approval, Vogue shall pay \$650,000 of the Claim Fund to the Escrow Agent to cover any notice  
27 and/or administration costs to be borne by the Claim Administrator and any Escrow Agent fees.  
28

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

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

5 2. The Claim Fund shall be applied as follows:

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

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

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

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

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

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

23 5. Class Members shall have the opportunity to submit a claim to the Claim  
24 Administrator during the Claim Submission Period. Class Members must fill out a Claim Form  
25 substantially in the form of Exhibit F and submit it as described in Exhibits C, E and F. Class  
26 Members will submit the Claim Form under penalty of perjury and must specify the number of  
27 the Challenged Products purchased during the Class Period. Class Members who properly and  
28

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,

1 omission, unfair competition, promise without intent to perform, unsuitability, unjust enrichment,  
2 and any and all claims or causes of action arising under or based upon any statute, act, ordinance,  
3 or regulation governing or applying to business practices generally, including, but not limited to,  
4 any and all claims relating to or alleging violations of the following: Alabama's Deceptive Trade  
5 Practices Act, Ala. Code § 8-19-1, *et seq.*; Alaska's Unfair Trade Practices and Consumer  
6 Protection Act, Alaska Stat. § 45.50.471, *et seq.*; Arizona's Consumer Fraud Act, Ariz. Rev. Stat.  
7 Ann. § 44-1521, *et seq.*; Arkansas's Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101,  
8 *et seq.*; California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and  
9 Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, 1770, *et seq.*; Colorado's Consumer  
10 Protection Act, Colo. Rev. Stat. § 61-1-101, *et seq.*; Connecticut's Unfair Trade Practices Act,  
11 Conn. Gen. Stat. § 42-110a, *et seq.*; Delaware's Consumer Fraud Act, Del. Code Ann. tit. 6, §  
12 2511, *et seq.*, and Deceptive Trade Practices Act, Del. Code Ann. tit. 6, § 2531, *et seq.*; the  
13 District of Columbia's Consumer Protection Act, D.C. Code § 28-3901, *et seq.*; Florida's  
14 Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*; Georgia's Fair Business  
15 Practices Act, Ga. Code Ann. § 10-1-390, *et seq.*; Hawaii's Deceptive Practices Act, Haw. Rev.  
16 Stat. § 480-1, *et seq.*; Idaho's Consumer Protection Act, Idaho Code Ann. § 48-601, *et seq.*;  
17 Illinois's Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. § 505/1, *et*  
18 *seq.*, and Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/1, *et seq.*; Indiana's  
19 Deceptive Consumer Sales Act, Ind. Code Ann. § 24-5-0.5-1, *et seq.*; Iowa's Consumer Fraud  
20 Act, Iowa Code § 714.16; Kansas's Consumer Protection Act, Kan. Stat. Ann. § 50-623, *et seq.*;  
21 Kentucky's Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*; Louisiana's Unfair  
22 Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. § 51:1401, *et seq.*; Maine's  
23 Unfair Trade Practices Act, Me. Rev. Stat. tit. 5, § 205-A, *et seq.*, and Deceptive Trade Practices  
24 Act, Me. Rev. Stat. tit. 10, § 1211, *et seq.*; Maryland's Consumer Protection Act, Md. Code Ann.  
25 Com. Law § 13-101, *et seq.*; Massachusetts's Consumer Protection Act, Mass. Gen. Laws ch.  
26 93A, § 1, *et seq.*; Michigan's Consumer Protection Act, Mich. Comp. Laws § 445.901, *et seq.*;  
27 Minnesota's Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.*, and Unlawful  
28 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

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

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

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

21 The Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to  
 22 or different from those which they now know or believe to be true with respect to the subject  
 23 matter of the Released Claims, but the Releasing Parties, upon the Effective Date, shall be  
 24 deemed to have, and by operation of law shall have, fully, finally and forever settled, released,  
 25 and discharged any and all Released Claims, known or unknown, suspected or unsuspected,  
 26 whether or not concealed or hidden, that now exist or heretofore have existed upon any theory of  
 27 law or equity, including, but not limited to, Released Claims based on conduct that is negligent,  
 28 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 vial 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

1 D. Requests for Exclusion

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

11 E. Parties' Duty to Defend

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

18 **VII. CONDITIONS; TERMINATION**

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

21 1. The Court has preliminarily approved this Stipulation (including all  
22 attachments), the settlement set forth herein, and the method for providing notice to the Class;

23 2. The Court has entered a Final Settlement Order and Judgment in the  
24 Action; and

25 3. One of the following has occurred:

26 (a) The time to appeal from such orders has expired and no appeals  
27 have been timely filed;

28

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

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

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

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

24 **VIII. COSTS, FEES, AND EXPENSES**

25 A. Attorneys' Fees and Expenses

26 1. The Parties agree that any award of attorneys' fees and expenses to Class  
27 Counsel will be approved by the Court and paid from the Claim Fund as set forth herein.  
28

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

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

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

12           B.       Class Representative Awards

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

20           C.       Claim Administration Costs and Costs of Class Notice

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

23 **IX.    MEDIA COMMUNICATIONS**

24           A.       Following the issuance of the Preliminary Approval Order, the Parties agree that  
25 they will issue a joint press release to be used in the Notice Plan, the content of which must first  
26 be agreed by Vogue's Counsel and Class Counsel and generally will mirror the contents of the  
27 Publication Notice in Exhibit C. Defendant and Class Counsel may post the joint press release on  
28 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.

27  
28

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.  
28

1 I. Binding Effect; Successors and Assigns

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

5 J. Construction

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

11 K. Waiver in Writing

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

14 L. Computation of Time

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

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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  
16 Telephone: (415) 913-7800  
17 [mtodzo@lexlawgroup.com](mailto:mtodzo@lexlawgroup.com)

18 For Defendant:

19 Kieran G. Doyle  
20 Cowan, Liebowitz & Latman  
21 1133 Avenue of the Americas  
22 New York, NY 10036  
23 Telephone: (212) 790-9261  
24 [kgd@cll.com](mailto:kgd@cll.com)

25 IN WITNESS WHEREOF, the parties hereto have executed this Stipulation of Settlement  
26 as of the dates set forth below.  
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DATED: Aug 15, 2013

  
ANDREA GOLLOHER

DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
MARISA FREEMAN

DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
ROBERTA CHASE

DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
MICHAEL SHAPIRO

DATED: \_\_\_\_\_, 2013

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BRENDA BROWN

DATED: \_\_\_\_\_, 2013

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JAMES HANKS

DATED: \_\_\_\_\_, 2013

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GRETCHEN SWENSON

DATED: \_\_\_\_\_, 2013

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SHANISHA SANDERS

DATED: \_\_\_\_\_, 2013

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DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
ANDREA GOLLOHER

DATED: 8/15/\_\_\_\_\_, 2013

  
\_\_\_\_\_  
MARISA FREEMAN

DATED: \_\_\_\_\_, 2013

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ROBERTA CHASE

DATED: \_\_\_\_\_, 2013

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MICHAEL SHAPIRO

DATED: \_\_\_\_\_, 2013

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BRENDA BROWN

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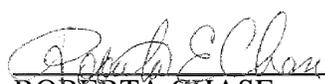
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\_\_\_\_\_  
ANDREA GOLLOHER

DATED: \_\_\_\_\_, 2013

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MARISA FREEMAN

DATED: 8/15/2013, 2013

  
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ROBERTA CHASE

DATED: \_\_\_\_\_, 2013

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MICHAEL SHAPIRO

DATED: \_\_\_\_\_, 2013

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BRENDA BROWN

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JAMES HANKS

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GRETCHEN SWENSON

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ANDREA GOLLOHER

DATED: \_\_\_\_\_, 2013

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MARISA FREEMAN

DATED: \_\_\_\_\_, 2013

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ROBERTA CHASE

DATED: August 18, 2013

  
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MICHAEL SHAPIRO

DATED: \_\_\_\_\_, 2013

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BRENDA BROWN

DATED: \_\_\_\_\_, 2013

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JAMES HANKS

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GRETCHEN SWENSON

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ANDREA GOLLOHER

DATED: \_\_\_\_\_, 2013

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MARISA FREEMAN

DATED: \_\_\_\_\_, 2013

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ROBERTA CHASE

DATED: \_\_\_\_\_, 2013

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MICHAEL SHAPIRO

DATED: Aug. 15<sup>th</sup>, 2013

Brenda Brown  
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BRENDA BROWN

DATED: \_\_\_\_\_, 2013

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JAMES HANKS

DATED: \_\_\_\_\_, 2013

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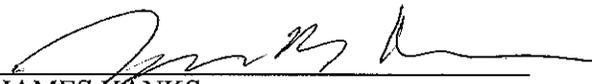
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JAMES HANKS

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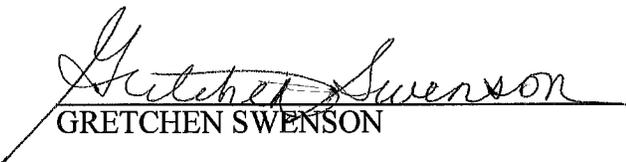
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GRETCHEN SWENSON

DATED: August 13, 2013

  
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SHANISHA SANDERS

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ANDREA GOLLOHER

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MARISA FREEMAN

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SHANISHA SANDERS

DATED: Aug. 13, 2013

  
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DATED: 8/18, 2013

  
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KELLY BOTTARI

DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
RENEE CONOVER

DATED: \_\_\_\_\_, 2013

TODD CHRISTOPHER INTERNATIONAL, INC.

\_\_\_\_\_  
BY: Todd Christopher  
President

DATED: \_\_\_\_\_, 2013

LEXINGTON LAW GROUP  
MARK N. TODZO

\_\_\_\_\_  
MARK N. TODZO  
503 Divisadero Street  
San Francisco, CA 94117  
Telephone: (415) 913-7800

DATED: \_\_\_\_\_, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

\_\_\_\_\_  
KIERAN G. DOYLE  
1133 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 790-9261

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DATED: \_\_\_\_\_, 2013

KELLY HONTARI

DATED: Aug 21, 2013

Renee Conover  
RENEE CONOVER

DATED: \_\_\_\_\_, 2013

TODD CHRISTOPHER INTERNATIONAL, INC.

BY: Todd Christopher  
President

DATED: \_\_\_\_\_, 2013

LEXINGTON LAW GROUP  
MARK N. TODZO

MARK N. TODZO

503 Divisadero Street  
San Francisco, CA 94117  
Telephone: (415) 913-7300

DATED: \_\_\_\_\_, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

RIDLAND DOYLE

1133 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 790-9161

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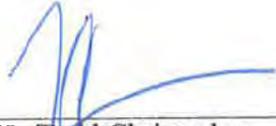
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KELLY BOTTARI

DATED: \_\_\_\_\_, 2013

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RENEE CONOVER

DATED: Aug 21<sup>st</sup>, 2013

TODD CHRISTOPHER INTERNATIONAL, INC.

  
\_\_\_\_\_  
BY: Todd Christopher  
President

DATED: \_\_\_\_\_, 2013

LEXINGTON LAW GROUP  
MARK N. TODZO

\_\_\_\_\_  
MARK N. TODZO

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

DATED: \_\_\_\_\_, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

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KIERAN G. DOYLE

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

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DATED: \_\_\_\_\_, 2013

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KELLY BOTTARI

DATED: \_\_\_\_\_, 2013

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RENEE CONOVER

DATED: \_\_\_\_\_, 2013

TODD CHRISTOPHER INTERNATIONAL, INC.

\_\_\_\_\_  
BY: Todd Christopher  
President

DATED: 8/20, 2013

LEXINGTON LAW GROUP  
MARK N. TODZO



\_\_\_\_\_  
MARK N. TODZO

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

DATED: \_\_\_\_\_, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

\_\_\_\_\_  
KIERAN G. DOYLE

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

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DATED: \_\_\_\_\_, 2013

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KELLY BOTTARI

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RENNEE CONOVER

DATED: \_\_\_\_\_, 2013

TODD CHRISTOPHER INTERNATIONAL, INC.

\_\_\_\_\_  
BY: Todd Christopher  
President

DATED: \_\_\_\_\_, 2013

LEXINGTON LAW GROUP  
MARK N. TODZO

\_\_\_\_\_  
MARK N. TODZO

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

DATED: 8/21, 2013

COWAN, LIEBOWITZ & LATMAN P.C.

  
\_\_\_\_\_  
~~KIERAN G. DOYLE~~ ERIC J. SHIMANOFF

1133 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 790-9261 9200

**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

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**EXHIBIT B**

**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.	)	
	)	

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1 WHEREAS, the Parties<sup>1</sup> 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  
20 immediate family members; (f) all persons who submit a valid request for exclusion from the  
21 Class; and (g) those who purchased the Challenged Products for the purpose of resale.

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

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

1  
2 3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby appoints the  
3 Plaintiffs in the Action – *i.e.*, Andrea Golloher, Marisa Freeman, Roberta Chase, James Hanks,  
4 Michael Shapiro, Brenda Brown, Gretchen Swenson, Crystal Kenny, Kelly Bottari, Rennee Conover  
5 and Shanisha Sanders – as the class representatives.

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

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

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

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

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

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

25 (b) determining whether the proposed settlement of the Action on the terms and  
26 conditions provided for in the Stipulation is fair, reasonable and adequate and should be approved by  
27 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

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

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

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

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



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

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

7 **F. Procedure for Objecting to the Settlement**

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

17 Clerk of the Court,  
18 United States District Court  
19 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

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

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

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

11

12 **IT IS SO ORDERED.**

13

14 DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE RICHARD SEEBORG  
UNITED STATES DISTRICT COURT  
JUDGE

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**LEGAL NOTICE**  
**If You Bought Organix Brand**  
**Hair Care Or Skin Care Products**  
**You May Be Entitled To Cash From A Class Settlement**

*Para una notificación en Español, llamar o visitar nuestro website. [www.aaaaaaaaaaaaaaaaaaaa.com](http://www.aaaaaaaaaaaaaaaaaaaa.com)*

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 ("Products"). The plaintiffs in the lawsuit claim that the packaging and advertising of these Products misled consumers to believe that the Products were wholly organic. The maker of the Products, 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.

**Am I a Class Member?** You are a Class Member if you bought at least one of the Products at any time on or after October 25, 2008.

**What Can I Get From the Settlement?** A fund of \$6.5 million will be created to pay Class Members for a portion of the cost of Products they purchased and to pay for notice and claim administration costs of up to \$650,000 and attorneys' fees and costs of up to \$1.625 million. Any remaining money in the fund will be donated to one or more non-profit charitable organizations. Such funds will not be returned to Todd Christopher International, Inc.

If you are a Class Member, you may return a Claim Form to receive \$4 for each of the Products you purchased, up to a total of \$28 per Class Member.

A detailed Class Notice and copies of the Claim Form are available at [www.aaaaaaaaaaaaaaaaaaaa.com](http://www.aaaaaaaaaaaaaaaaaaaa.com), by calling 1-800-xxx-xxxx or writing to Organix Class Settlement, Claims Administrator, Heffler Claims Group, P.O. Box XXXX, Philadelphia, PA 1910X-XXXX.

**What are My Options?** To receive a cash payment you *must* return a Claim Form no later than [month day, 2013]. If you do nothing, you will get no money from the Settlement. If you do not wish to participate in the settlement and be bound by its terms, you may exclude yourself from the Class by [month day, 2013]. If you exclude yourself, you can't get money from this settlement if it is approved, but you retain your right to sue regarding these claims. If you wish to object to the settlement, you must stay in the Class and object to it by [month day, 2013]. This is only a summary. Visit the website located at [www.aaaaaaaaaaaa.com](http://www.aaaaaaaaaaaa.com) for important information about these options.

A Court authorized this notice. Before any money is paid, the Court will have a hearing on [month day, 2013] to decide whether to approve the settlement and Class Counsel's request for up to \$1.625 million in attorneys' fees and costs. The motion(s) by Class Counsel for attorneys' fees and costs will be available for viewing on the settlement website after they are filed. You don't have to attend the hearing.

**CLAIM FORMS MUST BE RETURNED BY [MONTH DAY, 2013].**  
**QUESTIONS? VISIT [www.aaaaaaaaaaaaaaaaaaaa.com](http://www.aaaaaaaaaaaaaaaaaaaa.com) OR CALL 1-800-xxx-xxxx.**

**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.*

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a cash payment.
<b>EXCLUDE YOURSELF</b>	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>DO NOTHING</b>	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.\\_\\_\\_\\_\\_.com](http://www._____.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.\\_\\_\\_\\_\\_.com](http://www._____.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 17<sup>th</sup> 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](http://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](http://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](http://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](http://www._____.com) OR CALL 1-800-XXX-XXXX.**

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**EXHIBIT G**

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

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

Plaintiffs,

vs.

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

Defendants.

) No. C 12-06002 RS

) CLASS ACTION

) **[PROPOSED] FINAL SETTLEMENT  
ORDER AND JUDGMENT**

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;

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 \_\_\_\_\_, attesting to the dissemination of the notice to  
18 the Class, demonstrates compliance with this Court's Preliminary Approval Order. The Class Notice  
19 advised Class members of the terms of the settlement; the Final Approval Hearing and their right to  
20 appear at such hearing; their rights to remain in or opt out of the Class and to object to the  
21 settlement; the procedures for exercising such rights; and the binding effect of this Judgment,  
22 whether favorable or 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.

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

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

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

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

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

25 13. The Court hereby dismisses with prejudice the Action, and the Released Parties are  
26 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

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## **EXHIBIT B**

### **REQUESTS FOR EXCLUSION FROM ORGANIX CLASS SETTLEMENT**

<b>Name</b>	<b>Address</b>
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