

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between Plaintiffs Anne Elkind and Sharon Rosen, on their own behalf and on behalf of the Class defined below (hereafter collectively referred to as "Plaintiffs" or the "Class"), and Defendant Revlon Consumer Products Corporation ("Revlon" or "Defendant").

I. RECITALS

This Agreement is entered into with regard to the following facts.

- A. Plaintiffs filed this action on April 17, 2014, and filed a First Amended Complaint on May 6, 2014, in the United States District Court for the Eastern District of New York, styled *Anne Elkind and Sharon Rosen v. Revlon Consumer Products Corp.*, Civil Action No. 2:14-cv-02484-JS-AKT (the "Action"), bringing claims for unfair and deceptive business practices under N.Y. Gen. Bus. L. §349, false advertising under N.Y. Gen. Bus. L. § 350, negligent and intentional misrepresentation, violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, False Advertising Law, *id.* §§ 17500, *et seq.*, and Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, breach of express and implied warranties, including under Cal. Comm. Code §§ 2313 and 2315, unjust enrichment, and restitution.
- B. Revlon filed a motion to dismiss the First Amended Complaint and, on May 14, 2015, the Court granted in part and denied in part Revlon's motion, and dismissed counts one (N.Y. Gen. Bus. L. § 349), three (negligent misrepresentation), five (Cal. Bus. & Prof. Code § 17200 *et seq.*), nine (breach of implied warranty of merchantability), ten (breach of implied warranty of fitness), twelve (breach of implied warranty under Cal. Comm. Code § 2313(1)), thirteen (breach of implied warranty under Cal. Comm. Code § 2315), fourteen (unjust enrichment), and fifteen (restitution) of the First Amended Complaint with prejudice; dismissed all claims related to the Revlon Age Defying with DNA Advantage powder product; and struck plaintiffs' claims for injunctive relief.
- C. The Parties sharply disagree on the merits and viability of the claims set forth in the First Amended Complaint.
- D. The Parties have engaged in interrogatory and document discovery, and have exchanged opening and rebuttal expert reports addressing issues related to class certification.

- E. Plaintiffs have not yet filed a motion for class certification. The Parties disagree on whether class certification for purposes of litigation and trial is proper in this case. The Parties, however, agree that a settlement class can be properly certified in this case.
- F. Revlon denies any fault, wrongdoing or liability whatsoever, and maintains that its practices have at all times been lawful and proper. Revlon specifically denies that it was, or is, liable for the claims asserted in the First Amended Complaint. Revlon also denies that this Action is proper for class action treatment or certification. Revlon has concluded, however, that it is in its best interest to settle the Action on the terms set forth in this Agreement in order to avoid further expense, inconvenience, and interference with ongoing business operations.
- G. Plaintiffs, in contrast, believes all claims are viable and subject to class certification. Plaintiffs have concluded, however, that it is in the best interest of the Class to settle the Action on the terms set forth in this Agreement in order to avoid further expense, inconvenience, delay, and other factors bearing on the merits of settlement.
- H. The Parties, and their respective counsel, taking into account the risks, uncertainties, delay, and expense involved in the Action, as well as other relevant considerations, have concluded that it is in the best interests of Plaintiffs and Revlon to compromise and fully and finally settle the Action in the manner and upon the terms and conditions hereinafter set forth. Plaintiffs and Revlon intend that the Court will conditionally certify a Class for settlement and that this Agreement will encompass and end all pending, threatened, or possible litigation and/or claims by Plaintiffs against Revlon that allege or involve the claims that have been asserted in the First Amended Complaint.
- I. Plaintiffs and Revlon specifically agree that Revlon's execution of this Agreement is not, and shall not be construed as, an admission by Revlon or deemed to be evidence: (i) of the validity of any of the claims made by Plaintiffs or of any liability to Plaintiffs; (ii) that Revlon violated New York, California or federal law in any respect; or (iii) that class certification is appropriate in the Action.
- J. The relief provided to Plaintiffs and the Class and the procedures set forth in this Agreement for the distribution of relief provide a fair, flexible, speedy, cost-effective, and assured monetary settlement. Thus, this Agreement provides considerable benefit to Plaintiffs and the Class while avoiding costly litigation of difficult and contentious issues.

- K. The attorneys representing Plaintiffs and the Class (hereinafter referred to as the "Class Counsel") are experienced in litigating class action claims of the type involved in the Action. Based on Class Counsel's extensive analysis of the law and facts at issue in this Action and the fair, flexible, speedy, cost-effective, and assured procedures for providing a monetary settlement, Plaintiffs have determined (on advice of Class Counsel) that this Agreement is fair, adequate, and reasonable and thus in the best interest of the Class.
- L. The parties engaged in a day long mediation session before the Hon. Peter D. Lichtman of JAMS.
- M. Plaintiffs and Revlon now enter into this Agreement to document the agreed-upon Settlement.

II. DEFINITIONS

These definitions are applicable to this Agreement.

- A. "Action" means the above-captioned *Elkind* case pending in the Court.
- B. "Authorized Claimant" means any Claimant who has timely and completely submitted a Proof of Claim Form that has been reviewed and validated by the Claims Administrator.
- C. "Claim" means an assertion of a Class Member who submits a Proof of Claim Form to be reviewed by the Claims Administrator.
- D. "Claimant" means any Class Member who seeks a Settlement Payment.
- E. "Claims Administration Expenses" means the fees charged and expenses incurred by the Claims Administrator in completing the claims administration process set forth in this Agreement.
- F. "Claims Administrator" means Dahl Administration. Plaintiffs shall select a successor in the event one becomes necessary, subject to initial approval by Revlon, which approval shall not be unreasonably withheld.
- G. "Claim Deadline" means the first business day on or after the expiration of Claims Period referred to in Section IIID2(b) of this Agreement or such other date as the Court may order in its Preliminary Approval Order.
- H. "Class" or "Class Member(s)" means Elkind, Rosen and all other Persons in the United States who, during the Class Period purchased one or more of Revlon's DNA Advantage Products, as

defined below, for personal, family or household use, and not for resale. Specifically excluded from the class, however, are any Person(s) who timely opts-out of the Class.

- J. "Class Counsel" means Thomas A. Canova, Jack Fitzgerald, The Law Office of Jack Fitzgerald, PC, Ronald A. Marron, Skye Resendes, and the Law Offices of Ronald A. Marron, APLC, and any attorneys at those firms assisting in the representation of the Class in this Action.
- K. "Class Counsel's Fees" means the amount awarded as attorney's fees to Class Counsel by the Court for prosecuting the Action and implementing this Agreement.
- L. "Class Notice" means the online media plan for notice to the Class to be disseminated by the Claims Administrator as set forth in the Claims Administrator's Notice Media Plan attached hereto as Exhibit "D" and in accordance with the Court's Preliminary Approval Order.
- M. "Class Period" shall mean and refer to the time period beginning on April 25, 2011 and ending on the date a motion for preliminary approval of the Settlement Agreement is filed in the Action.
- N. "Class Released Claims" means the claims released by the Class Members in Section III.G of the Agreement.
- O. "Class Representatives" means named plaintiffs Anne Elkind and Sharon Rosen.
- P. "Class Representative Enhancement" means the amount to be paid to Elkind and Rosen as compensation for their role as the class representatives and for the responsibility and work attendant to that role.
- Q. "Court" means the Courtroom of the Honorable Joanna Seybert in the United States District Court for the Eastern District of New York.
- R. "Defense Counsel" means the law firms of Glaser Weil Fink Howard Avchen & Shapiro LLP and Petrillo Klein & Boxer LLP, and any attorneys at those firms assisting in the representation of Revlon in the Action.
- S. "DNA Advantage Products" means Revlon Age Defying with DNA Advantage Cream Makeup, Concealer, and Powder, in any package, size, or iteration.

- T. "Effective Date" means the date on which the Judgment approving this Agreement becomes final. For purposes of this definition, the Judgment shall become final (a) if no appeal from the Judgment is filed, the date of expiration of the time for filing or noticing any appeal from the Judgment; or (b) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date of such affirmance or dismissal; or (c) if a petition for certiorari seeking review of the appellate judgment is filed and denied, the date the petition is denied; or (d) if a petition for writ of certiorari is filed and granted, the date of final affirmance or final dismissal of the review proceeding initiated by the petition for a writ of certiorari.
- U. "Final Settlement Hearing" or "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to enter the Judgment.
- V. "Judgment" means the Court's order approving the Settlement and dismissing the Action with prejudice.
- W. "Notice" means the "Notice of Proposed Class Action Settlement" attached as Exhibit "B".
- X. "Objection Deadline" means the first business day on or after ten (10) calendar days from the filing of the Motion for Final Approval of the Settlement and Application For Fees, or such other date as the Court may order in its Preliminary Approval Order. It is the date by which the Class Members must file with the Court and serve on all Parties (i) a written statement objecting to any terms of the Settlement or to Class Counsel's fees or expenses and (ii) a written notice of intention to appear if they expect to present objections to any terms of the Settlement or to Class Counsel's fees or expenses.
- Y. "Opt Out Deadline" means the first business day on or after ten (10) calendar days from the filing of the Motion for Final Approval of the Settlement and Application For Fees, or such other date as the Court may order in its Preliminary Approval Order, as referred to in Section III E7 of this Agreement.
- Z. "Parties" means Plaintiffs and Defendant.
- AA. "Plaintiffs" means Elkind, Rosen and the Class Members.
- BB. "Person" means any individual, corporation or any other entity of any nature whatsoever.

CC. "Preliminary Approval Date" means the date of entry of the Court's order granting preliminary approval of the Settlement substantially in the form of the Preliminary Approval Order attached to this Agreement as Exhibit "C".

DD. "Proof of Claim Form" or "Claim Form" shall mean and refer to the "Proof of Claim" form attached as Exhibit "A" that shall, in all instances, be timely, complete and fully executed by Claimants.

EE. "Released Revlon Persons" means Revlon, and its parent companies (including intermediate parents and ultimate parents) and subsidiaries, affiliates, predecessors, successors, and assigns, and each of their respective officers, directors, employees, agents, attorneys, insurers, stockholders, representatives, heirs, administrators, executors, successors and assigns, and any other person or entity acting on their behalf.

FF. "Settlement" means the settlement entered into by the Parties as set forth in this Agreement.

GG. "Settlement Payment" means the amount to be paid to Authorized Claimants as described in Section III.D.2.

HH. "Settlement Website" means a website maintained by the Claims Administrator to provide the Class with information relating to the Settlement, as further detailed in Section III E 3 herein.

III. SETTLEMENT TERMS

Plaintiffs and Revlon enter into this Agreement to resolve fully and finally all claims of Plaintiffs and the Class against Revlon arising from any purchase of any DNA Advantage Product by any Class Member during the Class Period. Accordingly, the Parties agree on the following terms, all of which are subject to the requirements, exceptions, circumstances, and restrictions set forth below.

A. Class Certification

1. Revlon shall stipulate to the certification of the Class under Fed. R. Civ. P. 23 (b)(2) and (b)(3) for settlement purposes only and shall cooperate with Plaintiffs in filing a joint motion for preliminary approval of the Agreement. The certification of the Class shall be effective only with respect to the Settlement of the Action. In the event that the Agreement is terminated pursuant to its terms or the Final Settlement Hearing does not occur for any reason,

the certification of the Class shall be vacated, and the Action shall proceed as it existed prior to execution of this Agreement.

2. The Preliminary Approval Order shall contain a provision enjoining Class Members who have not opted-out of the Settlement from proceeding with any competing claims against the Released Revlon Persons related or similar to those claims that are asserted in this Action.

B. Benefits of the Settlement

Class Counsel and Class Representatives believe the Settlement confers substantial benefits upon the Class, as identified below, particularly as weighed against the risk associated with the inherent uncertain nature of a litigated outcome; the complex nature of the Action in which the Parties have produced tens of thousands of pages of documents, taken and defended depositions, served and pursued third-party subpoenas for documents, and retained, disclosed and produced reports of chemical formulation experts, damages experts, and consumer survey experts; and the length and expense of continued proceedings through additional fact depositions, expert depositions, third party document productions and depositions, summary judgment briefing, trial and appeals. Based on their evaluation of such factors, Class Counsel and Class Representatives have determined that the Settlement, based on the following terms, is in the best interests of the Class.

C. Discontinuance of DNA Advantage Products

By no later than December 31, 2017, Revlon shall discontinue, and shall not recommence, manufacturing, advertising, promoting, distributing, offering for sale, and selling the DNA Advantage Products. This provision does not prohibit Revlon from selling off any DNA Advantage Products remaining in inventory or in channel following such discontinuance (including by advertising, promoting, and distributing such inventory). Notwithstanding the compliance deadline of December 31, 2017, Revlon represents that, as of November 2013, it has discontinued manufacturing its DNA Advantage concealer and powder.

D. Settlement Fund

1. Within seven (7) days of the Court's Preliminary Approval Order, Revlon shall pay \$900,000 into a "Qualified Settlement Fund" created and maintained by the Claims

Administrator, with a separate tax identification number for purposes of this Settlement only (the “Settlement Fund”). The Settlement Fund shall cover all expenses associated with Settlement as approved by the Court including without limitation, Class Notice, administration, Class Member claims, the Settlement Payment, Class Representative Enhancement awards and Class Counsel legal expenses and attorneys’ fees. Interest on the Settlement Fund shall inure to the benefit of the Class. All taxes on the income of the Settlement Fund, and any costs or expenses incurred in connection with the taxation of the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to be a cost of administration, and shall be timely paid by the Class Administrator without prior order of the Court. The Parties shall have no liability or responsibility for the payment of any such taxes.

2. The Settlement Fund shall be distributed more specifically as follows:

(a) Class Member Claims. Members of the Class shall be entitled to make a claim for a partial refund of DNA Advantage Products purchased during the Class Period. Class Members shall have until the Claims Deadline in which to complete and return the completed Claim Form. Authorized Claimants shall receive \$3 per claim (*i.e.*, for each unit purchased), up to a total of 3 units without proof of purchase, and with no limitation on units with proof of purchase. Proof of purchase may be demonstrated either in the form of receipt or product packaging (the “Settlement Payment”).

(b) Timing. The claims period shall commence no later than 7 days after the Court’s issuing a Preliminary Approval Order, and shall remain open for a period of 60 days thereafter or as otherwise ordered by the Court (the “Claims Period”). As part of their preliminary approval motion, the Parties shall request that the Court set the date for the final approval hearing after the Claims Period has ended.

(c) Procedure. Class Members wishing to make claims will fill out and submit the online Claim Form maintained on the Settlement Website. To be eligible for a Settlement Payment, a Class Member must submit a Claim Form that demonstrates eligibility for a Settlement Payment. Each Class Member who timely submits a completed Claim Form to the Claims Administrator by the Claim Deadline and is determined to be an Authorized Claimant shall be entitled to receive the Settlement Payment pursuant to the terms of this Agreement. Any Class Member who does not opt out of the Class but fails to submit a timely Proof of Claim

Form that demonstrates eligibility for a Settlement Payment shall not be entitled to receive any Settlement Payment and shall be bound by the Judgment and by Class Released Claims as set forth in Section III.G below.

(d) Minimum Amount Available for Claims. No less than \$250,000 shall be made available from the Settlement Fund for payment of Authorized Claims (the “Settlement Payment Minimum”).

(e) Failure to Exhaust Minimum. Absent exhaustion of the Settlement Payment Minimum, the remaining amount up to the \$250,000 Settlement Payment Minimum will be distributed *cy pres* to a non-profit charitable entity designated by the Parties and approved by the Court that reasonably relates to the consumer protection and advertising issues in the Action. The Parties propose as the *cy pres* recipient Look Good Feel Better (“LGFB”), www.lookgoodfeelbetter.org, a public service program of The Personal Care Products Foundation (“Foundation”), a charitable organization. Supported by volunteer beauty professionals trained by the Foundation the American Cancer Society, and the Professional Beauty Association, and open to all women with cancer who are undergoing chemotherapy, radiation, or other forms of treatment, LGFB teaches beauty techniques and provides cosmetics and other beauty-related products to cancer patients to help them manage the appearance-related side effects of cancer treatment.

(f) Maximum Amount Available for Claims. No more than \$400,000 shall be paid for Authorized Claims (the “Settlement Payment Maximum”).

(g) Claims in Excess of Maximum Amount. In the event that total Authorized Claims exceed the Settlement Payment Maximum, payments for Authorized Claims shall be reduced *pro rata*.

(h) Payment of Class Member Claims. The Class Administrator shall pay out Authorized Claims in accordance with the terms of this Agreement commencing ten (10) days after the Effective Date or as otherwise ordered by the Court.

(i) Class Representative Enhancement Awards. In recognition of their service to the Class, the Class Representatives shall request Court approval of service awards in an amount of \$5,000 each or as otherwise ordered by the Court.

(j) The actual costs of notice and administration shall be paid from the Settlement Fund, and will depend in part on the number of Authorized Claims. Class Counsel currently estimate Class Notice and administration costs to be approximately \$65,000 to \$85,000.

(k) Attorneys' Fees and Expenses. Class Representatives and Class Counsel shall seek at the Final Approval Hearing an award of plaintiffs' reasonable legal costs and attorneys' fees in the amount remaining from the \$900,000 Settlement Fund after satisfying Authorized Claimants, the Settlement Payment, Class Representative Enhancement awards, and Class Notice and administration expenses, as provided above (the "Fee Award"). The Parties agree that the Class Administrator shall pay Class Counsel the Fee Award approved by the Court out of the Settlement Fund, in accordance with instructions provided to the Class Administrator by Class Counsel, within seven (7) days of the Court's Order awarding fees and costs, notwithstanding the filing of any appeals, or any other proceedings which may delay the Effective Date of the Settlement; provided, however, that in the event the Fee Award, either individually or in connection with the entire settlement, is overturned, reduced, vacated, or otherwise modified, then within thirty (30) days of entry of a Final non-appealable Judgment, or as the Court may otherwise order, Class Counsel shall return to the Settlement Fund any difference between the amount of the original Fee Award and any reduced award, to then be distributed to Authorized Claimants pro rata, or as the Court may otherwise order. Except as provided in this paragraph, the Parties shall otherwise bear their own costs and attorneys' fees.

3. No Settlement Termination Due to Fee Order. Any Order of the Court or proceeding relating to the award of attorneys' fees and expenses, and any appeal of any Order relating thereto, shall not operate to terminate or cancel this Settlement. Rather, should the Court determine more money should be allocated for payment of Authorized Claims, Class Notice, administration, Class Representative service awards or otherwise, then plaintiffs shall re-allocate the amounts from the \$900,000 Settlement Fund in a manner to satisfy the Court's requirements for approval, without any further amount to be paid by Revlon.

E. Notice & Administration

1. Class Action Administrator. The Parties agree to retain class action administrator Dahl Administration to effect Class Notice and administration.

2. Class Notice of the Settlement. The Class Administrator shall effect Class Notice beginning no later than seven (7) days after the date of the Preliminary Approval Order and continuing for a period of 30 days or as otherwise ordered in the Preliminary Approval Order. The notice to the Class shall be effected by executing the Dahl/FRWD Media Notice Plan attached hereto as Exhibit “D”, which sets forth a detailed plan for digital, web-based media notice on platforms reasonably directed to reaching purchasers of the subject products (the “Media Notice Plan”). The web-based Media Notice Plan shall be short-forms substantially as set forth in Exhibit “F” hereto, directing viewers to the Settlement Website containing the long-form Notice and other information about the Action, the Settlement, and the claims process.

3. Class Settlement Website. The Class Administrator shall maintain a Settlement Website to provide the Class with information relating to the Settlement, which shall be located at the URL, DNAAdvantageSettlement.com. The website shall explain the Settlement, give answers to frequently asked questions, and provide links to the Notice, the Agreement, and other Court documents. The Claims Administrator shall remove the Settlement Website from the internet promptly after the last date upon which checks to Authorized Claimants are entitled to clear, (specifically six months after issuance of the final check) so that claimants have an immediate manner by which to contact the Class Administrator for any reason, including for issues relating to check-cashing.

4. Notice to State and Federal Officials. Within ten days after the filing of the joint motion for preliminary approval, the Class Administrator shall provide notice of the Settlement, consistent with the requirements of 28 U.S.C. § 1715(b), to the Attorney General of the United States and the Attorneys General for each state or territory in which a Class Member resides. If any of the notified federal or state officials takes any action adversely affecting the validity or enforceability of the Settlement or seeks to impose additional terms or liability on Revlon for the matters resolved by the Class Released Claims, Revlon may, at its option, suspend the implementation of the Settlement pending the outcome of the action initiated by the notified federal or state official or may elect to void the Settlement by written notice to Class Counsel.

5. Claims Procedure. The Notice and Proof of Claim Form shall direct that each Class Member must complete the Proof of Claim Form, which shall be available on the Settlement Website during the Claims Period and must return the completed Proof of Claim Form on or before the

Claim Deadline. As a condition of receiving any Settlement Payment, each Claimant must submit a timely, complete and fully executed Proof of Claim Form. No disbursements shall be made to Class Members who fail to timely return the completed Proof of Claim Form. In order to have a valid Claim, the Claimant must attest under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information on the Proof of Claim Form is true and correct. All Class Members are subject to this Claim Deadline, including those Class Members who file objections. The filing of objections to this Agreement shall not toll or otherwise extend this Claim Deadline.

6. Processing Opt-Outs and Objections. The Class Administrator shall be responsible for processing opt-outs and objections, if any, including to promptly provide Class Counsel and Defense Counsel with copies of same.

7. Procedures for Opting Out of the Settlement. Class Members who wish to opt out of and be excluded from the Settlement must download from the Settlement Website an opt out form, substantially in the form attached hereto as Exhibit “E” (the “Opt Out Form”), and must print, complete and mail the form to the Class Administrator, at the below address, postmarked no later than 10 days after the filing of the Motion for Final Approval of the Settlement and the Application For Fees or as otherwise ordered by the Court in its Preliminary Approval Order (the “Opt Out Deadline”). The Opt-Out Form must be personally completed and submitted by the Class Member, and so-called “mass” or “class” opt-outs shall not be permitted. Any Class Member who completes and timely returns an Opt-Out Form shall be ineligible to make a claim, or to object to the Settlement. Opt-Out Forms should be sent to:

Dahl Administration
Attention: Revlon DNA Advantage Settlement
6465 Wayzata Blvd., Ste. 420
Minneapolis, MN 55426

8. Procedures for Objecting to the Settlement. Class Members have the right to appear and show cause why the Settlement should not be granted final approval, subject to each of the provisions of this paragraph:

(a) Written Objection Required. Any objection to the Settlement Agreement must be in writing, filed with the Court, with a copy served on Class Counsel and Defense Counsel at the addresses set forth in the Notice and below, no later than 10 days after

filing the Motion for Final Approval of the Settlement and the Application for Fees or as otherwise ordered by the Court in the Preliminary Approval Order (the “Objection Deadline”), which deadline shall be included in the Notice.

(b) Form of Written Objection. Any objection regarding or related to the Settlement shall contain (i) a caption or title that clearly identifies the Action and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney, and (iii) a clear and concise statement of the Class Member’s objection, as well as any facts and law supporting the objection (the “Objection”).

(c) Authorization of Objections Filed by Attorneys Representing Objectors. Class Members may object either on their own or through an attorney hired at their own expense, but a Class Member represented by an attorney must sign either the Objection itself, or execute a separate declaration stating that the Class Member authorizes the filing of the Objection.

(d) Effect of Both Opt-Out and Objection. If a Class Member submits both an Opt-Out Form and Objection, the Class Member will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Class Member who has not timely submitted a completed Opt Out Form for exclusion from the Settlement will be bound by the terms of the Settlement Agreement upon the Court’s final approval of the Settlement.

9. Procedure for Payment of Authorized Claims. Commencing ten (10) days after the Effective Date or as otherwise ordered by the Court, the Claims Administrator shall send, by regular mail, to each Authorized Claimant entitled to a Settlement Payment a check or draft payable to that Authorized Claimant in the amount of the Settlement Payment approved for payment by the Claims Administrator to that Authorized Claimant. At the same time, the Claims Administrator shall send a postcard by regular mail to each Class Member whose claim was denied, advising the Class Member that his/her claim was denied and the reason(s) why it was denied. The Claim Administrator's approval and denial of Claims shall be conclusive and binding on all Claimants and Parties. In the event any mailing to an Authorized Claimant containing a Settlement Payment is returned to the Claims Administrator, the Claims Administrator shall take steps that are economically sensible to locate said Class Member, or his or her successor(s) in interest, heir(s), or assign(s), and thereafter redeliver said Settlement Payment. The Settlement Payment checks issued in connection with this Agreement that remain unclaimed six months after

issuance are void. The Claims Administrator shall void those checks, and distribute any such unclaimed funds to the *cy pres* recipient.

F. Settlement Presentation and Approval

1. Court Approval. Promptly after executing this Settlement Agreement, the Parties will submit to the Court the Settlement Agreement, together with its exhibits, and will request that the Court grant preliminary approval of the proposed Settlement, issue a Preliminary Approval Order, and schedule a Final Approval Hearing to determine whether the Settlement should be granted final approval, whether an application for attorneys' fees and costs should be granted, and whether the an application for an service awards should be granted. As part of the preliminary approval motion, the Parties will request the Court to provisionally certify the Class for settlement purposes, and to formally appoint Class Counsel. The Parties intend and acknowledge that any such certification and appointment would be for purposes of the Settlement only, and not effective in continuing litigation between the Parties, if any.

2. Final Settlement Hearing. A Final Settlement Hearing to determine final approval of the Settlement shall be scheduled as soon as practicable, subject to the calendar of the Court, but no sooner than 90 days after the Preliminary Approval Date. Upon final approval of the Settlement by the Court at or after the Final Settlement Hearing, the Parties shall seek and obtain from the Court the Judgment.

3. Objectors at Final Approval Hearing. Objecting Class Members may appear at the Final Approval Hearing and be heard. If an objecting Class Member chooses to appear at the Final Approval Hearing, no later than the date by which the objection must be filed, the objecting Class Member must file with the Court a Notice of Intent to Appear, either in person or through an attorney, in which case the Notice of Intent to Appear must state the attorney's name, address, and telephone number.

4. Parties' Response to Objections. The Parties shall have the right, but not the obligation, either jointly or individually, to respond to any objection no later than seven days before the Final Approval Hearing. Any such response shall be filed with the Court, with a copy served on the objecting Class Member (or his or her counsel) by regular mail, overnight mail, or hand delivery.

5. Failure to Obtain Final Approval. If this Settlement Agreement is not given final approval by the Court, the Parties will seek in good faith to revise the Settlement Agreement as needed to obtain Court approval. Failing this, the Parties will be restored to their respective places in the litigation as of the Court's March 29, 2016 minute order staying the case deadlines. In such event, the terms and provisions of this Settlement Agreement will have no further force and effect with respect to the Parties and will not be used in this Action or in any other proceeding for any purposes, and any Judgment or Order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated.

6. Continuing Jurisdiction. After entry of the Judgment, the Court shall have continuing jurisdiction over the Action solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

G. Release of All Known and Unknown Claims

1(a). Release of Revlon. Upon the Effective Date, each of the Class Members will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Revlon Persons from any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, that any Class Member has or may have against the Released Revlon Persons arising out of or related in any way to the transactions, occurrences, events, behaviors, conduct, practices, and policies alleged in the Action, and in connection with the conduct of the Action, that have been brought, could have been brought, or are currently pending in any forum in the United States.

1(b). Release of Plaintiffs. Upon the Effective Date, Revlon will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Plaintiffs, Class and Class Counsel from any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, that Revlon has or may have against any of them arising out of or related in any way to the transactions, occurrences, events, behaviors, conduct, practices, and policies alleged in the

Action, and in connection with the filing and conduct of the Action, that have been brought, could have been brought, or are currently pending in any forum in the United States.

2. Section 1542 Waiver. All parties to the Settlement acknowledge that they have been informed by their legal counsel, including for the Settlement Class Members, via the Notice, of Section 1542 of the California Civil Code and they expressly waive and relinquish any rights or benefits available to them under this statute. Cal. Civ. Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding Cal. Civ. Code § 1542 or any other federal or state statute or rule of law of similar effect, this Settlement Agreement shall be given full force and effect according to each and all of its expressed terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, rise from, or are in any way connected with the Action.

H. No Admission of Liability

Revlon denies any wrongdoing whatsoever in connection with the claims, allegations, and conduct of the Action. Revlon has agreed to this Settlement for the purpose of compromising disputed claims and to avoid the time, expense, and uncertainty of litigation. Nothing contained in this Settlement Agreement shall be treated as an admission of any wrongdoing or liability on the part of Revlon or Defense Counsel. Plaintiffs and Class Counsel deny any wrongdoing whatsoever in connection with the claims, allegations, filing and conduct of the Action. Plaintiffs have agreed to this Settlement for the purpose of compromising disputed claims and to avoid the time, expense, and uncertainty of litigation. Nothing contained in this Settlement Agreement shall be treated as an admission of any wrongdoing or liability on the part of Plaintiffs or Class Counsel.

I. Additional Terms

1. Cooperation and Best Efforts. The Parties intend to consummate this Settlement Agreement, and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the

foregoing terms and conditions of this Settlement Agreement. Having reached the Settlement after vigorously disputed and lengthy litigation, a private mediation proceeding, and substantial settlement negotiations, the Parties have also agreed, consistent with their required cooperation and best efforts under this paragraph, to refrain (directly, through counsel, or otherwise) from issuing any press releases concerning this Settlement, with the understanding that this does not affect in any way the Class Administrator's execution of the Notice Media Plan attached as Exhibit "D" hereto.

2. Final Resolution; Arms' Length Transaction. The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are contested, and the Parties agree that the consideration provided to the Class and other terms of the Settlement were negotiated in good faith and at arms' length by the Parties, and reflect a Settlement that was reached voluntarily, after consultation with competent legal counsel, and guided in part by the Parties' earlier private JAMS mediation with the Honorable Peter D. Lichtman (Ret.), an experienced mediator.

3. Press Releases and Publicity. Apart from the Notice provisions set forth herein, the Parties and their counsel shall not initiate any press releases or contact, direct or indirect, with the public media, *i.e.*, traditional print media and electronic media concerning the Settlement. The Parties and their counsel agree that, in responding to any inquiries from the public media concerning the Action and/or the Settlement, the Parties and their counsel will limit their comments to the provision of factual information as is contained in the Notice, this Agreement, the pleadings, and/or any of the court orders in this Action, and may further state only to the effect that "the matter has been settled to the satisfaction of all Parties subject to Court approval." Nothing in this paragraph shall limit Class Counsel's ability to communicate privately with a Class Member concerning this Action or Settlement. Revlon may make such public disclosures about the Action and Settlement as any applicable laws require.

4. Exhibits Material. Any and all exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

5. Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

6. Entire Agreement. This Settlement Agreement and any exhibits attached hereto constitute the Parties' entire agreement and no representations, warranties, or inducements have been made to any party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants memorialized in such documents. This Settlement Agreement supersedes any prior agreement between the parties, including the Term Sheet executed by the Parties on or about March 23-24, 2016.

7. Fees and Costs. Except as otherwise provided herein, the Parties shall bear their own respective costs and attorneys' fees.

8. Authorization of Class Counsel by Class Representatives. Class Counsel, on behalf of the Class, are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to this Settlement Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Class that Class Counsel deem appropriate.

9. Authority to Execute. Each counsel and other person executing this Settlement Agreement or any of its exhibits on behalf of any Party hereby warrants that such person has the full authority to do so.

10. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Photocopies and electronic copies (*e.g.*, PDF copies) shall be given the same force and effect as original signed documents.

11. Binding Nature of Settlement Agreement. Upon its execution, this Settlement Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

12. Governing Law; Retention of Jurisdiction. This Settlement Agreement shall be interpreted, construed and enforced according to the laws of the State of New York, without regard to conflicts of law. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the continuing jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

13. Interpretation of Settlement Agreement. None of the Parties, or their respective counsel, will be deemed the drafter of this Settlement Agreement or its exhibits for purposes of construing the

provisions thereof. The language in all parts of this Settlement Agreement and its exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter thereof.

14. Headings. The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

15. Notices. All notices or mailings required by this Settlement Agreement to be provided to or approved by Class Counsel and Defense Counsel, or otherwise made pursuant to this agreement, shall be provided as follows:

Class Counsel

Thomas A. Canova
tom@jackfitzgeraldlaw.com
Jack Fitzgerald
jack@jackfitzgeraldlaw.com
The Law Office of Jack Fitzgerald, PC
Hillcrest Professional Building
3636 Fourth Avenue, Suite 202
San Diego, CA 92103

Ronald A. Marron
ron@consumersadvocates.com
Skye Resendes
skye@consumersadvocates.com
Law Office of Ronald A. Marron, APLC
651 Arroyo Drive
San Diego, CA 92103

Defense Counsel

Patricia L. Glaser
pglaser@glaserweil.com
Sean Riley
sriley@glaserweil.com
Glaser Weil Fink Howard Avchen & Shapiro
10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067

Nelson A. Boxer
nboxer@pkbllp.com
Petrillo Klein & Boxer LLP
655 Third Avenue, 22nd Floor
New York, NY 10017

15. Tax Treatment of Settlement. No opinion concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Plaintiffs must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IV. EXECUTION

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

UNDERSTOOD AND AGREED:

Plaintiff Anne Elkind

_____ Date: _____, 2016

Plaintiff Sharon Rosen

_____ Date: _____, 2016

The Law Office of Jack Fitzgerald, PC

_____ Date: _____, 2016

By: Thomas A. Canova

Attorneys for Plaintiffs

Law Offices of Ronald A. Marron, APLC

_____ Date: _____, 2016

By: Ronald A. Marron

Attorneys for Plaintiffs

Revlon Consumer Products Corp.

_____ Date: _____, 2016

Name:

Title:

I represent and warrant that I have authority to bind the corporation.

Glaser Weil Fink Howard Avchen & Shapiro LLP

_____ Date: _____, 2016

By: Sean Riley

Attorneys for Revlon

Petrillo Klein & Boxer LLP

_____ Date: _____, 2016

By: Nelson Boxer

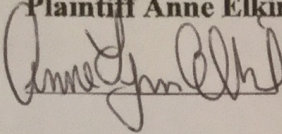
Attorneys for Revlon

IV. EXECUTION

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

UNDERSTOOD AND AGREED:

Plaintiff Anne Elkind

 Date: 6/27/16, 2016

Plaintiff Sharon Rosen

_____ Date: _____, 2016

The Law Office of Jack Fitzgerald, PC

_____ Date: _____, 2016
By: Thomas A. Canova

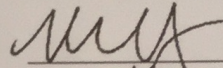
Attorneys for Plaintiffs

Law Offices of Ronald A. Marron, APLC

_____ Date: _____, 2016
By: Ronald A. Marron

Attorneys for Plaintiffs

Revlon Consumer Products Corp.

 Date: 6/27/, 2016
Name: MITRA HORMOZI

Title: EVP, GENERAL COUNSEL

I represent and warrant that I have authority to bind the corporation.

Glaser Weil Fink Howard Avchen & Shapiro LLP

_____ Date: _____, 2016
By: Sean Riley

Attorneys for Revlon

Petrillo Klein & Boxer LLP

_____ Date: _____, 2016
By: Nelson Boxer

Attorneys for Revlon

IV. EXECUTION

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

UNDERSTOOD AND AGREED:

Plaintiff Anne Elkind

_____, Date: _____, 2016

Plaintiff Sharon Rosen

Sharon Rosen Date: 6/27, 2016

The Law Office of Jack Fitzgerald, PC

Tom Canova Date: 6/27, 2016
By: Thomas A. Canova

Attorneys for Plaintiffs

Law Offices of Ronald A. Marron, APLC

Ronald A. Marron Date: 6/27, 2016
By: Ronald A. Marron

Attorneys for Plaintiffs

Revlon Consumer Products Corp.

Mitra Harmon Date: 6/29/, 2016

Name: MITRA HARMON

Title: EVPI GENERAL COUNSEL

I represent and warrant that I have authority to bind the corporation.

Glaser Weil Fink Howard Avchen & Shapiro LLP

_____, Date: _____, 2016
By: Sean Riley

Attorneys for Revlon

Petrillo Klein & Boxer LLP

_____, Date: _____, 2016
By: Nelson Boxer

Attorneys for Revlon

IV. EXECUTION

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

UNDERSTOOD AND AGREED:

Plaintiff Anne Elkind

_____, Date: _____, 2016

Plaintiff Sharon Rosen

_____, Date: _____, 2016

The Law Office of Jack Fitzgerald, PC

_____, Date: _____, 2016

By: Thomas A. Canova

Attorneys for Plaintiffs


Law Offices of Ronald A. Marron, APLC

_____, Date: _____, 2016

By: Ronald A. Marron

Attorneys for Plaintiffs

Revlon Consumer Products Corp.

 Date: 6/27, 2016

Name: MITRA HORMOZI

Title: EVP, GENERAL COUNSEL

I represent and warrant that I have authority to bind the corporation.

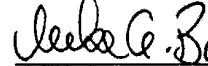
Glaser Weil Fink Howard Avchen & Shapiro LLP

 Date: 6/27, 2016

By: Sean Riley

Attorneys for Revlon

Petrillo Klein & Boxer LLP

 Date: 6/27, 2016

By: Nelson Boxer

Attorneys for Revlon