

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiff Brenda Nixon (“Plaintiff”), on the one hand, and Defendant Grande Cosmetics, LLC (“Grande” or “Defendant”), on the other (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein subject to Court approval.

RECITALS

A. On November 16, 2022, Plaintiff filed a complaint against Grande on behalf of herself and a class of consumers for: (1) violations of the New Jersey Consumer Fraud Act, N.J. Stat. § 56:8-1, *et seq.* (and other states’ analogous non-conflicting consumer protection laws); (2) fraud (affirmative misrepresentation and omission); (3) negligent misrepresentation and omission; (4) breach of express warranty; (5) breach of implied warranty; (6) negligence; and (7) unjust enrichment. *Nixon v. Grande Cosmetics, LLC*, Case No. 1:22-cv-06639 (D.N.J. 2022) (the “Action”).

B. The Action alleges, and Plaintiff contends, that Grande failed to disclose material information to her and consumers regarding GrandeLASH-MD, GrandeBROW, and GrandeHAIR (“Enhancement Serums”). The Action alleges, and Plaintiff contends, that the Enhancement Serums contains an ingredient, Isopropyl Cloprostenate (“IC”), which is alleged to present undisclosed risks of adverse reactions. Plaintiff alleges that she used GrandeLASH-MD. Based on her alleged economic damages, Plaintiff contends that she has Article III standing and statutory standing, and that Grande was liable to her for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects allegedly presented by IC.

C. Grande denies the allegations asserted in the Action and any fault, wrongdoing or liability of any kind associated with the claims asserted by Plaintiff or the Settlement Class Members for monetary damages or other relief. Grande stands behind the safety of the Enhancement Serums, as well as the regulatory status of the Enhancement Serums as cosmetics. Grande denies that it has marketed the Enhancement Serums for anything other than cosmetic uses, and maintains that these products were never intended to affect the structure and/or function of the human body, as those terms are used at 21 U.S.C. § 321(g)(1)(C) and N.J. Stat. § 24:1-1, *et seq.* By entering into this Agreement, Grande further denies that the class as defined in the Action is appropriate for class treatment, but does not oppose certification of a Settlement Class for the sole purpose of settling this Action and believes that the proposed settlement herein is desirable to avoid the further significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources.

D. Plaintiff and Grande conducted a thorough investigation of the facts and analyzed the relevant legal issues regarding the claims asserted in the Action. Each Party has exchanged extensive written disclosures and document productions.

E. In light of the above and in order to avoid the expense, risks and uncertainty of continued litigation, Plaintiff and Grande engaged in extensive arms-length negotiations, as a result of which the Parties have reached agreement to resolve the Action and have agreed to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties,

representations, agreements, and other consideration set forth in this Agreement, the value and sufficiency of which is hereby acknowledged, the Parties hereby agree, subject to Court approval, to the resolution of the Action under the following terms and conditions:

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of this Agreement, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “*Authorized Claimant*” means any Settlement Class Member who does not validly request exclusion from the Class and who timely submits a completed and valid claim form in accordance with the terms of this Agreement.

1.2 As used herein, “*Cash Benefit*” means the cash payment that each Settlement Class Member who submits a valid and timely Claim will receive from the Net Settlement Fund.

1.3 As used herein, the term “*Cash Repeat Purchaser Benefit*” means the Cash Benefit that will be distributed to Settlement Class Members who bought more than one unit of the Products and submitted a timely and valid Claim with documentary proof of multiple purchases.

1.4 As used herein, the term “*Cash Settlement Fund*” means the \$6,250,000 non-reversionary cash settlement fund.

1.5 As used herein, the term “*Claim*” means a request made by a Settlement Class Member in order to receive a Settlement Benefit pursuant to the procedures stated in Section 5.4.

1.6 As used herein, the term “*Claim Filing Deadline*” means the deadline by which Settlement Class Members must submit a Claim under the Agreement by filing a claim form no later than fifteen (15) days prior to the Fairness Hearing.

1.7 As used herein, the term “*Class Representative Service Payment*” means the amount awarded by the Court to Plaintiff serving as the representative of the Settlement Class.

1.8 As used herein, the term “*Court*” means the United States District Court for the District of New Jersey.

1.9 As used herein, the term “*Defendant*” and “*Grande*” means the named Defendant Grande Cosmetics, LLC in the Action.

1.10 As used herein, the terms “*Defendant’s Counsel*” and “*Grande’s Counsel*” means the law firm of Locke Lord LLP.

1.11 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff’s Counsel, Grande’s Counsel, and the Court, to be provided to Settlement Class Members under Section 5.2(e) of this Agreement via electronic mail. The Email Notice shall be substantially similar to the form attached as **Exhibit C**.

1.12 As used herein the term “*Exclusion Deadline*” means the date by which Class Members must file any request for exclusion from the Settlement, in accordance with the procedures set forth herein and/or in any order from the Court, which will be at least fifty-five (55) days after entry of preliminary approval, and at least thirty (30) days prior to the Fairness Hearing,

1.13 As used herein, the term “*Fairness Hearing*” means the hearings to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.14 As used herein, the term “*Final Order and Judgment*” means the Court’s entry of a final Order approving the Agreement and awarding Class Representative Service Payments and Plaintiff’s Counsel’s Fees and Expenses, and Judgment following the Fairness Hearing. The proposed Final Order and Judgment that Plaintiff submits to the Court for its approval shall be substantially similar to the form attached as **Exhibit F**.

1.15 As used herein, the term “*Full Notice*” means the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff’s Counsel, Grande’s Counsel, and the Court, to be provided to Settlement Class Members under Section 5.2(b) of this Agreement. The Full Notice shall be substantially similar to the form attached as **Exhibit B**.

1.16 As used herein, the term “*Injunctive Relief*” means the injunctive relief set forth in **Exhibit E**.

1.17 As used herein, the term “*Internet Notice*” means a social media campaign and/or Banner Advertisements with at least a 70% reach that will direct people to the Settlement Website to complete an online claim form.

1.18 As used herein, the term “*Mailed Notice*” means the legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, Grande’s Counsel and the Court, to be provided to Settlement Class Members under Section 5.2(d) of this Agreement via U.S. Postal Service in the event Settlement Class Members cannot be notified via Email Notice. The Mailed Notice shall be substantially similar to the form attached as **Exhibit D**.

1.19 As used herein, the term “*Net Settlement Fund*” means the amount distributed to Settlement Class Members who submit valid and timely Claims for the Cash Benefit and is the amount of the Cash Settlement Fund less all Settlement Administrator Costs, the Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.

1.20 As used herein, the term “*Notice Period*” means the period starting twenty (20) days after entry of an order entering Preliminary Approval and continuing until the Claim Filing Deadline. The Notice Period shall be at least ninety (90) days in duration.

1.21 As used herein, the term “*Objection Deadline*” means the date by which Settlement Class Members must file any objections to the Agreement, in accordance with the procedures set forth herein and/or in any order from the Court, which will be at least at least fifty-five (55) days after entry of Preliminary Approval, and at least thirty (30) days prior to the Fairness Hearing.

1.22 As used herein, the terms “*Plaintiff’s Counsel*” and “*Class Counsel*” means the law firm Honik LLC.

1.23 As used herein, the terms “*Plaintiff’s Counsel’s Fees and Expenses*” mean the amount awarded by the Court to Plaintiff’s Counsel as reasonable attorneys’ fees and expenses reasonably incurred in the Action.

1.24 As used herein, the term “*Preliminary Approval Order*” means the order provisionally certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff submits to the Court for approval shall be substantially similar to the form attached as **Exhibit A**.

1.25 As used herein, “*Product*” or “*Products*” means GrandeLASH-MD, GrandeBROW, and GrandeHAIR if the Product contains the ingredient Isopropyl Cloprostenate.

1.26 As used herein, the term “*Released Defendant Parties*” means Defendant Grande and

its predecessors, successors, parents, subsidiaries, members, suppliers, indemnitors, insurers, reinsurers, and affiliates, as well as their respective present and former officers, directors, members, shareholders, managers, employees, attorneys, agents and other representatives, as well as each entity to whom Defendant Grande directly or indirectly distributes, ships, or sells any Product, including but not limited to downstream distributors, wholesalers, retailers, franchisees, franchisors, cooperative members, suppliers, lenders, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns.

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

1.28 As used herein, the term “**Settlement Administrator**” means the settlement administrator chosen in accordance with Section 5.1 of this Agreement, subject to approval of the Court, who will provide notice and claims administration for the Settlement.

1.29 As used herein, the term “**Settlement Administration Costs**” means the amount paid to the Settlement Administrator for administering the Settlement.

1.30 As used herein, the term “**Settlement Benefit**” means the Cash Benefit and Cash Repeat Purchaser Benefit distributed to Settlement Class Members who submit timely and valid claim forms in accordance with the terms of this Agreement.

1.31 As used herein, the term “**Settlement Class**” means, for settlement purposes only, all current and former persons in the United States or its territories who purchased GrandeLASH-MD, GrandeBROW, or GrandeHAIR for personal, family, household, or professional purposes between January 1, 2018 and the date of the entry of an order granting preliminary approval to the Settlement Agreement excluding (a) any individuals other than Plaintiff Brenda Nixon who have pending litigation against Grande; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Defendant or any entity in which Defendant has a controlling interest; (d) any person who has acted as a consultant of Defendant; (e) any legal counsel or employee of legal counsel for Defendant; (f) any federal, state, or local government entities; and (g) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

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

1.33 As used herein, the term “**Settlement Class Period**” means between January 1, 2018 and the date of entry of an order granting preliminary approval of the Settlement Agreement.

1.34 As used herein, the term “**Settlement Date**” means the date on which this Agreement will become effective and on which all of the following have occurred: (a) execution of the Settlement Agreement by all Parties, Plaintiff's Counsel, and Grande's Counsel; (b) certification of the proposed Settlement Class for settlement purposes only; (c) entry of a final order and judgment (“Judgment”) by the Court approving this Settlement; and (d) finality of the Judgment by virtue of it having become final and non-appealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review.

1.35 As used herein, the term “**Settlement Website**” means the website that shall be created for settlement administration purposes and administered by the Settlement Administrator.

1.36 As used herein, the term, “*Total Settlement Amount*” means the total amount of \$6,250,000 that Grande has agreed to pay under the terms of this Agreement.

2. AGREEMENT TERMS.

2.1 Cash Settlement Fund. Grande will establish a non-reversionary Cash Settlement Fund of SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$6,250,000.00).

- (a) The Cash Settlement Fund shall be used to pay all Cash Benefits, Settlement Administration Costs, Class Representative Service Payments, and Plaintiff’s Counsel’s Fees and Expenses.
- (b) On or before twenty-one (21) calendar days after entry of the Preliminary Approval Order, Grande shall pay the estimated Settlement Administration Costs to the administrator.
- (c) On or before ten (10) business days after the Settlement Date, Grande shall provide the remainder of the Cash Settlement Fund Amount to the Settlement Administrator that was not already provided to pay estimated Settlement Administration Costs.

2.2 Net Settlement Fund. The Net Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of all Settlement Administrator Costs, the Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.

- (a) The Net Settlement Fund will first be allocated pro rata in an amount up to \$150.00 to each Authorized Claimant who submits a Claim. Should the total amount of valid claims for the Cash Benefits, Settlement Administration Costs, Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses exceed \$6,250,000, payments will be adjusted downward on a pro rata basis.
- (b) Any remaining funds in the Net Settlement Fund after the first distribution in 2.2(a) will be allocated pro rata to Authorized Claimants who bought more than one unit of the Products, up to another \$150.00 for one additional unit purchased, with submission of documentary proof of multiple purchases of the Products. Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products.
- (c) If there are any funds in the Net Settlement Fund that remain unclaimed after allocation of the Cash Benefits and Cash Repeat Purchaser Benefits, the Parties agree to meet and confer on a plan of distribution within thirty (30) days after allocation of all Cash Benefits and Cash Repeat Purchaser Benefits and submit a plan of distribution to the Court for approval.
- (d) Payments for Cash Benefits and Cash Repeat Purchaser Benefits may be issued in the form of a check or an electronic fund transfer or cash debit account made payable to the claimant on the claim form. Checks will be sent via U.S. Mail to the address on the claim form or a forwarding address provided by the claimant or United States Postal Service. Checks expire six months after the date on the check. Electronic payments will be sent in accordance with the instructions provided by the Authorized Claimant.

2.3 Injunctive Relief. No later than 60 days after the Settlement Date, the label changes reflected in Exhibit E will be included on Defendant's Products currently in production, and changes to Grande's website contemplated by Exhibit E will be implemented. Products that are already packaged at the time the new labels are added to the production line will not be changed. The Parties agree that Defendant may sell through any inventory of Product with the existing labels, provided that the other changes are timely implemented. These changes shall remain in effect for a period of at least twelve (12) months from the Settlement Date. However, Defendant shall have the right to make label changes and changes to its website during that twelve (12) month period if required by law or regulation or to otherwise enhance product application or safe use. The Parties further agree that if Defendant makes some or all of the label or website changes before the Settlement Date, these changes will not be construed as party admissions should the Settlement not result in a final, non-appealable judgment. The Action will be dismissed with prejudice after both (i) Plaintiff and Settlement Class Members provide a release as described herein to Defendant, and (ii) the Court confirms the Settlement has been paid as described herein.

2.4 Class Representative Service Payments. Plaintiff will apply to the Court for approval of the Class Representative Service Payment in the amount of \$15,000 in recognition of her efforts and activities in furtherance of both the litigation and this Agreement. Grande will not object to Plaintiff's application for a Class Representative Service Payment in the amount of \$15,000. The Class Representative Service Payment shall be paid from the Cash Settlement Fund and will not be distributed to Plaintiff until after the Settlement Date. The Parties further agree that Grande will not be obligated to pay any Class Representative Service Payment in excess of \$15,000. If the Court approves the Agreement and the Class Representative Service Payment to Plaintiff, the Class Representative Service Payment approved by the Court will be paid by the Settlement Administrator within ten (10) calendar days after Grande provides the funds to the Settlement Administrator as described in 2.1(c) above. The Parties represent that their negotiation of, and agreement to, the compensation paid to Plaintiff did not occur until after the substantive terms of the Agreement had been negotiated and agreed to in principle. No interest shall be paid on the Class Representative Service Payment.

2.5 Plaintiff's Counsel's Fees and Expenses. Plaintiff shall move the Court, at least thirty-five (35) days before the Objection Deadline and the Exclusion Deadline, for approval of an award of Plaintiff's Counsel's Fees, in an amount of up to one-third of the Total Settlement Amount, as well as Expenses. Grande will not object to Plaintiff's motion for an award of Plaintiff's Counsel's fees in an amount up to one-third of the Total Settlement Amount. If the Court approves the Agreement and an award of attorneys' fees and expenses to Plaintiff's Counsel, Plaintiff's Counsel's Fees and Expenses shall be paid from the Cash Settlement Fund within ten (10) calendar days after Grande provides the funds to the Settlement Administrator as described in 2.1(c) above. Except as otherwise provided herein, Plaintiff's Counsel and Grande's Counsel shall bear their own respective fees, costs, and expenses. No interest shall be paid on any portion of Plaintiff's Counsel's Fees and Expenses.

2.6 Reduction in Plaintiff's Awards or Class Counsel's Attorneys' Fees. A reduction by the Court or by an appellate court of the Class Representative Service Payments or Plaintiff's Counsel's Fees and Expenses sought by Plaintiff and Plaintiff's Counsel shall not affect any of the Parties' other rights and obligations under the Agreement.

2.7 No Tax Liability. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in

connection with this Agreement. Settlement Class Members and/or Plaintiff's Counsel shall be solely responsible for any taxes on any recovery, Settlement Benefit or award under this Agreement.

3. RELEASE AND WAIVER.

3.1 Release by Plaintiff and Settlement Class. Effective immediately upon the Settlement Date, Plaintiff and each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Defendant Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that Plaintiff and each Settlement Class Member now have or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Action involving the Enhancement Serums, including, but not limited to, the sale, purchase, marketing, advertising, distribution, design, formulation, manufacture, and the labelling of the Product during the Settlement Class Period ("Released Plaintiff's Claims"). Specifically excluded from the release are individual personal injury or disease claims, including existing claims, as well as latent or unknown individual personal injury or disease claims, held by Settlement Class Members.

3.2 Release by Defendant. "Grande's Released Claims" means all claims, including "Unknown Claims" as defined in Section 3.3, that any of the Released Defendant Parties may have against Plaintiff, Settlement Class Members that did not timely request exclusion from the Settlement Class, or Class Counsel relating to the institution, prosecution or settlement of the Action or the Released Plaintiff's Claims, except for claims to enforce any of the terms of this Agreement. Effective immediately upon the Settlement Date, each of the Released Defendant Parties: (i) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released and discharged Plaintiff, Class Counsel, and Settlement Class Members that did not timely request exclusion from the Settlement Class, from each and every one of the Grande's Released Claims; (ii) shall forever be enjoined from prosecuting any one of Grande's Released Claims; and (iii) agree and covenant not to sue on the basis of any of Grande's Released Claims or to assist any third-party in commencing or maintaining any such suit related to any of Grande's Released Claims.

3.3 Release of Unknown Claims. It is the clear and unequivocal intention of the Parties, that this Settlement shall be effective as a full and final accord and satisfaction, release, and discharge of each and every released claim specifically or generally referred to in this Settlement, with the sole exception being any personal injury or disease claims held by Settlement Class Members which are specifically excluded from the release in Section 3.1 above. In furtherance of this intention, each Plaintiff and each Settlement Class Member that did not timely request exclusion from the Settlement Class, and each of the Released Defendant Parties acknowledges and agrees that s/he or it understands Section 1542 of the Civil Code of the State of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Plaintiff and each Settlement Class Member who did not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth in Section 3.1 of this Agreement.

3.4 No Admission of Liability or Wrongdoing. The Parties have resolved the Action on a mutually agreeable basis after extensive arms-length negotiations, with no concession, acknowledgment or admission whatsoever of liability or wrongdoing of any kind by Grande. Nothing in the fact or principal terms of settlement, the settlement proceedings, the settlement negotiations, this Agreement or any stipulation to or certification of the Settlement Class shall constitute or be used as an admission of any act or omission, liability or wrongdoing of any kind by Grande, or be used or offered in any action or proceeding or received in evidence against Grande as an admission, concession, presumption, or inference in any way, in any matter or otherwise, including as an admission of the propriety or feasibility of certifying a class. Grande expressly denies any and all claims of wrongdoing and denies any and all liability to Plaintiff and the Settlement Class. Any and all discussions, statements, and/or communications of any type between the Parties and their counsel in the course of settlement negotiations shall remain confidential subject to Federal Rule of Evidence 408 and any similar state rule of evidence.

4. COURT APPROVAL PROVISIONS.

4.1 Preliminary Approval and Provisional Class Certification. Plaintiff shall file her motion for preliminary approval as soon as feasibly possible and, for the purposes of the Settlement only, Grande will not oppose class certification. The motion for preliminary approval shall request that the Court:

- (a) conditionally certify the Settlement Class in the Action for settlement purposes only;
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Mailed Notice, and Internet Notice described in Section 5.2 of this Agreement, and attached as **Exhibits B–D**;
- (c) direct notice to be made to Settlement Class Members as described in this Agreement;
- (d) set a deadline for the filing of objections, exclusions, claim form submission, the filing of the fee, cost, and award motion, the final approval motion; and schedule the date of the Fairness Hearing;
- (e) stay all proceedings in the Action until the Court renders a final decision on approval of the Agreement;
- (f) conditionally appoint Plaintiff as the Class Representative for settlement purposes only;

- (g) conditionally appoint the law firm Honik LLC as Class Counsel for settlement purposes only;
- (h) approve the objection and exclusion procedures for Settlement Class Members; and
- (i) appoint the Settlement Administrator.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit A**. Grande shall be permitted, but not required, to file its own brief or statement as may be necessary to state its positions and defend its interests in response to Plaintiff's motion for preliminary approval of the Settlement. Plaintiff will provide Grande's counsel with the motion for preliminary approval that Plaintiff intends to file at least three (3) days before filing the motion with the Court. Grande will not oppose certification of the Settlement Class.

4.2 Final Court Approval of the Settlement. At least fourteen (14) calendar days before the final Fairness Hearing set by the Court, Plaintiff will file a motion for final approval of the Settlement and proposed Final Order and Judgment:

- (a) Approving the Agreement as fair, reasonable and adequate and directing completion of the terms and provisions of this Agreement;
- (b) Adjudicating that the releases contained in Section 3.1, 3.2 and 3.3 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement;
- (c) Certifying the Settlement Class for settlement purposes only;
- (d) Approving a Class Representative Service Payment for Plaintiff as compensation for her services as the class representative;
- (e) Approving an award of Plaintiff's Counsel's Fees and Expenses as reasonable attorneys' fees and costs;
- (f) Entering judgment in the Action; and
- (g) Retaining the Court's jurisdiction over the enforcement of this Settlement.

The proposed Final Order and Judgment shall be substantially similar to the form attached as **Exhibit F**. Grande shall be permitted, but not required, to file its own brief or statement as may be necessary to state its positions and defend its interests in response to Plaintiff's motion for final approval of the Settlement. Plaintiff will provide Grande's counsel with the motion for final approval that Plaintiff intends to file at least one (1) day before filing the motion with the Court. Grande will not oppose certification of the Settlement Class.

4.3 Proof of Notice. No later than seven (7) calendar days before the deadline for Plaintiff to file her brief in support of the Final Order and Judgment, the Settlement Administrator will serve upon Class Counsel and Grande a declaration confirming that notice to the Settlement Class has been provided in accordance with Section 5 of this Agreement. Such Proof of Notice will include, *inter alia*, the number of Mailed Notices sent, as well as the number of Mailed Notices that were undeliverable, the number of Emailed Notices sent, as well as the Emailed Notices that

were undeliverable, the number of Settlement Class Members who submitted valid claims as of the date of the declaration, the number and names of the Settlement Class Members who opted out, and the number of Settlement Class Members who objected to or commented on the Settlement.

4.4 Court Approval Contingency. This entire Settlement is contingent upon Court approval. Absent Court approval there is no Settlement, and the procedural status of the Action shall return to the *status quo ante*. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses, including but not limited to Grande's right to challenge class certification on any and all grounds. In the event that the Court does not approve the Settlement, Grande shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiff or the Settlement Class Members, any attorneys' fees or expenses to Class Counsel, or any Class Representative Service Award to Plaintiff.

4.5 If the Settlement Does Not Become Final. If the Court, or a reviewing court, fails to approve the Settlement or modifies or rejects the Settlement's terms in any material way, the Settlement will be deemed null and void, as if it had never been entered into by the Parties. In the event the Settlement is deemed null and void, the Parties will resume the Action as if the Settlement had not been entered, and the terms set forth in this Agreement will have no force and effect and may not be used in this Action or any other action or proceeding of any kind for any purpose.

4.6 The Settlement Date. The Settlement does not become final or effective, subject to Court approval, until the Settlement Date.

5. CLASS NOTICE AND CLAIMS PROCEDURES.

5.1 Settlement Administration. Notice and claims administration will be paid out of the Settlement Fund and performed by the Settlement Administrator. The Settlement Administrator shall be chosen by Plaintiff's Counsel, subject to approval of the Court, with the consent of Defendant's Counsel, which will not be unreasonably withheld. Defendant's Counsel and Plaintiff's Counsel will work cooperatively with the Settlement Administrator in connection with administering the Settlement. The Settlement Administrator shall retain a record of the provision of all Class Notice as described below and will provide periodic updates to the Parties during the Notice Period.

5.2 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide notice in accordance with the form agreed to in this Agreement and approved by the Court. The proposed notice forms are attached to this Agreement as **Exhibits B, C, and D**. The proposed notice forms are subject to further consultation with the Settlement Administrator. Any revisions to the substance of the forms will be agreed to by Plaintiff's Counsel and Grande's Counsel. Notice shall include all of the following:

- (a) **Settlement Website.** The web address for the Settlement Website will be www.glsettlement.com or a name substantially similar and approved in advance by Grande. The Full Notice shall be posted on the Settlement Website and shall be substantially similar to the form attached as **Exhibit B**. The Settlement Website will also contain the claim form, Complaint, Agreement, Frequently Asked Questions ("FAQs") about the Settlement prepared by Grande and approved by Class Counsel, the Preliminary Approval Order and Final Order and Judgment, following entry by the Court, and such other information agreed to by Plaintiff's Counsel and Grande. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees and costs, the Settlement Website will also post the fees

and costs motion. The Settlement Website shall be operative starting on or before twenty (20) calendar days after entry of the Preliminary Approval Order and shall be deleted and made inaccessible sixty (60) days after distribution of the Settlement Benefit to the majority of Authorized Claimants.

- (b) **Full Notice** shall consist of the full legal notice summarizing the terms of this Agreement, as approved by Plaintiff's Counsel, Grande's Counsel, and the Court. The Full Notice shall be substantially similar to the form attached **as Exhibit B**. The Full Notice will be posted on the Settlement Website and sent to Settlement Class members who so request.
- (c) **Internet Notice** shall consist of a social media campaign and/or Banner Advertisements with at least a 70% reach that will direct people to the Settlement Website to complete an online claim form. The Internet Notice shall be substantially similar to the Email Notice, unless otherwise agreed to by the Parties. The Settlement Administrator will provide the Internet Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order.
- (d) **Mailed Notice** shall be sent via postcard, pre-paid postage, with a detachable claim form that is pre-filled with the claimant's information and served by direct mail to the last known address of the Class Member to the extent such addresses are kept by Defendant. Before mailing the Mailed Notice, the Settlement Administrator shall update the addresses provided by Grande with the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. If the Mailed Notice is returned as undeliverable, the Settlement Administrator shall perform skip trace research and shall make one (1) attempt to re-mail the Mailed Notice as soon as possible before the Claim Filing Deadline. Settlement Class Members for whom Defendant maintains a physical address shall be sent Mail Notice regardless of whether they are also being sent Email Notice as described below. The Settlement Administrator will provide the Mailed Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. It will be conclusively presumed that the intended recipients received the Mailed Notice if the Mailed Notice has not been returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days of mailing. The Mailed Notice shall be substantially similar to the form attached as **Exhibit D**.
- (e) **Email Notice** shall be sent via email to the extent such email addresses are kept by Defendant. Settlement Class Members for whom Defendant maintains an email address shall be sent Email Notice regardless of whether they are also being sent Mailed Notice as described above. The Settlement Administrator will provide the Email Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Email Notice shall be substantially similar to the form attached as **Exhibit C**.
- (f) **Reminder Notice**. At least fourteen (14) days prior to the Claim Filing Deadline, the Settlement Administrator will provide two (2) reminder notices to the Settlement Class Members for whom they have sent Email Notice. Reminder Notice may also include reminders on social media. The Reminder Notice shall be substantially similar to the Email Notice, unless

otherwise agreed to by the Parties.

5.3 CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than twenty (20) days after the Agreement is filed with the Court, the Settlement Administrator shall serve upon the Attorney General of the United States and all appropriate State officials notice of the proposed Settlement as required by law.

5.4 Claims Procedure.

(a) Each Settlement Class Member who wishes to obtain a Settlement Benefit must submit a complete and valid claim form on or before the Claim Filing Deadline.

(b) The claim form may be submitted electronically or by U.S. Mail. The delivery date is deemed to be the date (i) the claim form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (ii) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the claim form, as evidenced by the transmission receipt.

5.5 Right to Verify. The Settlement Administrator shall review all submitted claim forms and supporting documentation for completeness, validity, accuracy, and timeliness and may contact any claimant to request additional information and/or documentation to determine the validity of any Claim. In addition, the Settlement Administrator may verify that: (i) the information set forth in or attached to a submitted claim form is accurate; and (ii) the Claimant is a Settlement Class Member.

5.6 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 5.7 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by sending a written objection to the Settlement Administrator that (a) states the case name and number: *Nixon v. Grande Cosmetics, LLC*, Case No. 1:22-cv-06639 (D.N.J. 2022); (b) states the full name, address, and telephone number of the Settlement Class Member making the objection; (c) contains a statement that he/she objects to the Agreement and the reasons for the objections; and (d) is signed by the Settlement Class Member making the objection or an authorized representative. Any written objection must be submitted to the Settlement Administrator either electronically through the Settlement Website or by U.S. Mail. Any written objection must be submitted electronically or postmarked no later than the Objection Deadline. The Settlement Administrator must serve on Class Counsel and Grande's Counsel a list of Settlement Class Members who have objected along with the substance of those objections no later than seven (7) court days prior to the filing date of Plaintiff's motion for final approval. If a Settlement Class Member submits both an exclusion request and an objection, the exclusion request shall take precedence and be considered valid and binding, and the objection shall be deemed to have been sent by mistake and rejected. Settlement Class Members have the option to appear at the Fairness Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees regardless of whether they have timely submitted a written objection to the Settlement Administrator.

5.7 Exclusion from the Settlement Class. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Agreement. To make this election, Settlement Class Members must submit a Notice of Opt-Out electronically or by U.S. Mail. Settlement Class Members may also send a signed letter or postcard to the Settlement

Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on Class Counsel and Grande's Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class no later than seven (7) court days prior to the filing date of Plaintiff's motion for final approval. If a Settlement Class Member submits both a claim form and an exclusion request, the claim form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

6. ADDITIONAL PROVISIONS.

6.1 Change of Time Periods. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class.

6.2 Inadmissibility. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

6.3 Mutual Cooperation and Best Efforts. The Parties acknowledge and agree to fully cooperate with each other and to use their best efforts to accomplish the terms of this Agreement, including but not limited to the execution of documents and any other action reasonably necessary to implement the Settlement and the terms and conditions of this Agreement.

6.4 No Prior Assignments. In executing this Agreement, Plaintiff and each Settlement Class Member warrants and represents that he or she has not assigned, sold, transferred or otherwise disposed to any third party any actual or potential claim, any portion of any actual or potential claim, or any other matters that are being released in the Agreement. Plaintiff and each Settlement Class Member agrees to defend, indemnify, and hold harmless Grande from and against any claim (including payment of attorneys' fees and costs) based on or in connection with or arising out of any such assignment, sale, transfer, or other disposition made, purported or claimed.

6.5 Non-Reversionary Settlement. There will be no reversion of any funds to Grande.

6.6 Intervening Change of Law. Except as expressly provided herein in relation to the Injunctive Relief, the Settlement will not be affected by any future change, modification, reversal or clarification of law. Any change, modification, reversal or clarification of law will not affect the validity or enforceability of the Settlement unless such change, modification, reversal or clarification of law renders this Agreement unlawful.

6.7 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

6.8 Binding on Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.9 Parties Represented by Counsel. The undersigned Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it

fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.10 Entire Agreement. This Agreement and all exhibits hereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

6.11 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

6.12 Headings and Formatting of Definitions. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

6.13 Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel and approved by the Court.

6.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of New Jersey and shall be governed by and interpreted in accordance with the laws of the State of New Jersey, exclusive of its conflicts of law principles. The Parties agree that for purposes of the Settlement the U.S. District Court for the District of New Jersey may assert general personal jurisdiction over the Parties.

6.15 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

6.16 Execution Date. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned parties.

6.17 Dismissal with Prejudice. Plaintiff and Settlement Class Members shall provide a Release as described herein. Thereafter the Court will dismiss the action with prejudice.

6.18 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or electronic versions of executed copies of this Agreement may be treated as originals.

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

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

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

6.22 Notices. Any notice, instruction, objection or application to the Court sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Grande to the attention of Grande’s Counsel, and if to Settlement Class Members to the attention of Plaintiff’s Class Counsel on their behalf.

PLAINTIFF’S COUNSEL	GRANDE’S COUNSEL
<p style="text-align: center;"> Ruben Honik David Stanoch Honik LLC 1515 Market Street Suite 1100 Philadelphia, PA 19102 </p>	<p style="text-align: center;"> Thomas J. Cunningham Daniel A. Solitro Chris Fontenelli Locke Lord LLP 300 South Grand Avenue, Suite 2600 Los Angeles, CA 90071 </p>

EXHIBIT List of Exhibits: The following exhibits are attached to this Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Mailed Notice
- Exhibit E: Injunctive Relief
- Exhibit F: [Proposed] Final Approval Order and Judgment

APPROVED TO AND ACCEPTED:

Dated: October 12, 2023

Plaintiff Brenda Nixon


BRENDA NIXON

Dated: October __, 2023

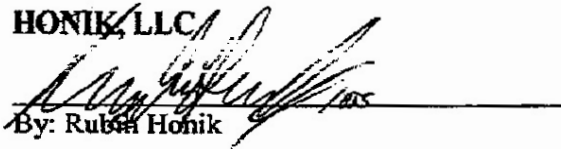
Grande Cosmetics, LLC

By: _____
Alicia _____
Chief Executive Officer

APPROVED AS TO FORM:

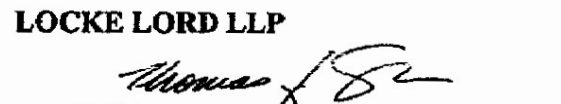
Attorneys for Plaintiff and the Settlement Class:

Dated: October 12, 2023

HONIK, LLC

By: Ruben Honik

Attorneys for Defendant Grande Cosmetics, LLC

Dated: October 12, 2023

LOCKE LORD LLP

By: Thomas J. Cunningham

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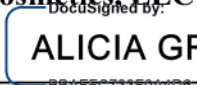
Dated: October __, 2023

Plaintiff Brenda Nixon

By: _____
Brenda Nixon

Dated: October __, 2023
10/12/2023

Grande Cosmetics, LLC

By:  **ALICIA GRANDE**

Alicia Grande
Chief Executive Officer

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Settlement Class:

HONIK, LLC

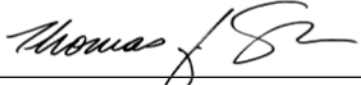
Dated: October __, 2023

By: Rubin Honik

Attorneys for Defendant Grande Cosmetics, LLC

Dated: October 12, 2023

LOCKE LORD LLP



By: Thomas J. Cunningham

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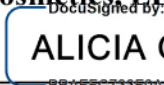
Dated: October __, 2023

Plaintiff Brenda Nixon

By: _____
Brenda Nixon

Dated: October __, 2023
10/12/2023

Grande Cosmetics, LLC

By:  _____
ALICIA GRANDE
Alicia Grande
Chief Executive Officer

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Settlement Class:

HONIK, LLC

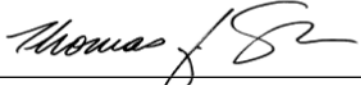
Dated: October __, 2023

By: Rubin Honik

Attorneys for Defendant Grande Cosmetics, LLC

Dated: October 12, 2023

LOCKE LORD LLP


By: Thomas J. Cunningham