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Attorneys for Plaintiffs

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

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.

Defendant.

Case No. 2:20-cv-00763-AB-AS

**DECLARATION OF GILLIAN L.
WADE IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 26, 2021
Time: 10:00 a.m.
Courtroom 7B, 14th Floor

Hon. André Briotte, Jr.

1 I, Gillian L. Wade , declare as follows:

2 1. I am a member of the bar of this Court and a partner at Milstein Jackson
3 Fairchild & Wade, LLP (“MJFW”), Class Counsel and counsel of record for
4 Plaintiffs. I have personal knowledge of the facts set forth in this declaration, and, if
5 called as a witness, could and would competently testify thereto under oath.

6 2. This declaration is submitted in support of Plaintiff’s Motion for
7 Preliminary Approval of Class Action Settlement, filed concurrently herewith.

8 3. Attached hereto as **Exhibit 1** is a true and correct copy of the
9 Stipulation of Settlement and exhibits thereto.

10 4. My firm, along with co-counsel Ken Grunfeld of Golomb & Honik,
11 filed a complaint against Defendant Yes To, Inc. (“Defendant”) on February 6, 2020
12 on behalf of Josey Parsons. The case was captioned *Aughtman v. Yes To, Inc.*
13 (United States District Court, Central District of California, Case No 2:20-cv-01223),
14 and was a proposed class action, asserting similar allegations about the Yes To
15 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks sold by Yes To, Inc.
16 (the “Mask” or “Product”), causing her to suffer burns and irritation on her face as a
17 result of using the Mask. The Aughtman action alleged claims for Violations of
18 Consumer Legal Remedies Act (CLRA), Violations of False Advertising Law
19 (FAL), Violations of Unfair Competition Law (UCL) ‘Unfair’ and ‘Fraudulent’
20 Prongs, Violations of Unfair Competition Law (UCL) ‘Unlawful’ Prong, Breach of
21 Implied Warranty of Merchantability, and Breach of Implied Warranty of Fitness for
22 a Particular Purpose.

23 5. On March 17, 2020, the *Whitfield* action was consolidated with the related
24 *Aughtman* action. Dkt. No. 19. On May 15, 2020, Plaintiffs Imani Whitfield,
25 Shawanna McCoy, and Josey Parsons Aughtman filed the CCAC, asserting the same
26 claims for relief as in the FAC and SAC. Dkt No. 23.

1 6. Substantial settlement negotiations have taken place between the
2 Parties. In addition to informal settlement discussions, on November 11, 2020,
3 counsel for the Whitfield plaintiffs, Mr. Grunfeld, and my associate here at MJFW,
4 Sara Avila, attended a virtual mediation with Jill Sperber Esq. of Judicate West.
5 After a full day of hard-fought negotiations through Ms. Sperber, the Parties were
6 able to reach a resolution. All negotiations were at arms-length, and it is an
7 understatement to say that the parties benefitted from the assistance of Ms. Sperber.

8 7. MJFW has incurred approximately \$1,906 in litigation costs. These
9 costs are for filing fees, express mail/ postage, attorney service, and MJFW's share
10 of the mediation fee.

11 8. It is my understanding based on the information provided to me by Mr.
12 Grunfeld that Golomb & Honik has incurred approximately \$171.54 in litigation
13 expenses, such as online and legal research.

14 9. MJFW has extensive experience in class action and complex litigation.
15 Lawyers in its class action department have served as Lead or Co-Lead Counsel in
16 numerous class actions protecting the rights of consumers, with a particular emphasis
17 on consumer protection.

18 10. MJFW specializes in representing plaintiffs in complex mass actions and
19 class actions. MJFW is capable of, and committed to, prosecuting this action vigorously
20 on behalf of the Class. MJFW has extensive experience representing parties in cases
21 involving consumer deception and unfair, unlawful and fraudulent business practices.
22 Some of the matters in which MJFW has been appointed as lead or co-lead class counsel
23 include: *Elkies, et al., v. Johnson & Johnson Services, Inc., et al.*, C.D. Cal. No. Case
24 No. 2:17-CV-7320-GW-JEM (C.D. Cal. 2019); *In re Dollar General Motor Corp.*
25 *Motor Oil Marketing and Sales Practices Litigation* (MDL 2709, 2019); *Perez v.*
26 *Public Storage*, LASC No. BC611584 (2018); *In re Wells Fargo Bank Wage and Hour*
27 *Cases*, LASC No. JCCP4702 (2018); *Barba et al. v. Shire U.S. Inc.*, S.D. Fla. No. 1:13-
28

1 cv-21158-JAL, (S.D. Fla. 2016); *Eggnatz v. The Kashi Company*, S.D. Fla. No. 1:12-
2 CV-21678-JA (S.D. Fla. 2015); *Paul v. Wine.com*, SFSC Case No. CGC13534734
3 (2015); *Toney v. Just Fabulous*, LASC BC533943 (2015); *Arreguin v. Telebrands*
4 *Corp.*, San Bernardino County Case No. CIVRS1307798 (2015); *McCrary v. The*
5 *Elations Company, LLC*, No. ED CV 13-00242 JGB (OPx) (C.D. Cal.2014); *Smith v.*
6 *Intuit, Inc.*, No. 5:12-cv-00222 EJD (N.D. Cal.2013); *Solomon v. Ramona's Mexican*
7 *Food Products, Inc.* (LASC No. BC 463914 (2013); *Saenz v. SEIU United Healthcare*
8 *Workers West*, Alameda Superior Court Case No. RG09478973 (2013); *Griar, et al., v.*
9 *Glaxosmithkline, Inc. et al.*, LASC No. BC288536, (2012); *In re Budeprion XL*
10 *Marketing and Sales Practices Litigation*, MDL No. 2107 (2012); *Keller v. Gaspari*
11 *Nutrition, Inc.*, 2:11-cv-06158-GAF (C.D. Cal. 2011); *Weeks et al v. Kellogg, et al.*, CV-
12 09-08102-MMM (C.D. Cal., 2011); *Williams, et al. v. Biotab Nutraceuticals, Inc.*, LASC
13 No. BC414808 (2010); *Wally v. CCA Industries, Inc.*, SFSC Case No. BC422833,
14 (2010); *Fallon v. E.T. Browne Drug Co., Inc.*, LASC No. BC 411117 (2009); *Oliver, et*
15 *al. v. Atmos Corporation*, San Joaquin Super. Ct. Case No. CV0119362 (2009); *Salcido*
16 *v. Iomedix*, LASC Case No. BC 387942 (2009); *Deist, et. al. v. Viking Industries*, San
17 Joaquin Super Ct., Case No. CV 025771 (2009); *Ceballos v. Fuze Beverage, LLC*, LASC
18 Case No. BC 394521 (2009); *Heath, et al. v. County of San Bernardino*, ED CV 06-411-
19 VAP (C.D. Cal. 2008); *Klyachman, et al. v. The Vitamin Shoppe, et al.*, New Jersey
20 Super. Ct. Case No. L-1739-07 2008); *Shaffer v. Continental Casualty Company, et al.*,
21 2:06-cv-02235-PSG (C.D. Cal. (2008) (class certification aff'd. at D.C. No. 2:06-cv-
22 02235-PSG-PJW); *Klotzer, et al. v. International Windows*, Solano County Super. Ct.
23 Case No. FCS 021196 (2007); *LaRosa v. Nutramerica Corp.*, LASC Case No. BC
24 309427 (2007); *Abigana, et al. v. Rylock Company Ltd.*, Alameda County Case No. 2002
25 076625, (2006); *Hufschmidt v. Allstate Insurance Company*, LASC No. BC291782
26 (2004).

27 11. I graduated from the University of California, San Diego in 1999 and earned
28

1 my law degree from Pepperdine University School of Law, *magna cum laude*, in 2003.
2 My practice focuses on representing plaintiffs in complex litigation and consumer class
3 actions, with particular emphasis on class actions involving consumer fraud. I have had
4 significant involvement in over 75 consumer class action cases during my time at MJFW,
5 and I have been appointed lead class counsel or co-lead class counsel in several state
6 and federal class actions throughout the United States, including: *Elkies, et al., v.*
7 *Johnson & Johnson Services, Inc., et al.*, C.D. Cal. No. Case No. 2:17-CV-7320-GW-
8 JEM (C.D. Cal. 2019); *In re Dollar General Motor Corp. Motor Oil Marketing and*
9 *Sales Practices Litigation* (MDL 2709, 2019); *Perez v. Public Storage*, LASC No.
10 BC611584 (2018); *In re Wells Fargo Bank Wage and Hour Cases*, LASC No.
11 JCCP4702 (2018), *Barba et al. v. Shire U.S. Inc.*, No. 1:13-cv-21158-JAL (S.D. Fla.);
12 *Eggnatz v. The Kashi Company*, No. 1:12-CV-21678-JAL, (S.D. Fla.); *Toney v. Just*
13 *Fabulous*, (LASC BC533943); *Paul v. Wine.com*, (SFSC CGC13534734); *Arreguin*
14 *v. Telebrands Corp.* (San Bernardino County Case No. CIVRS1307798); *McCrary v.*
15 *The Elations Co., LLC*, EDCV 13-00242 JGB (OPx) (C.D. Cal.); *Saenz v. SEIU*
16 *United Healthcare Workers-West* (Alameda Superior Court, No. RG09478973);
17 *Smith, et al. v. Intuit, Inc.*, 5:12-cv-00222-EJD (N.D. Cal.); *In re Budeprion XL and*
18 *Marketing and Sales Practices Litigation* (MDL No. 2107) (E.D. Pa.); *Keller v.*
19 *Gaspari Nutrition, Inc.* No. 2:11-cv-06158-GAF (C.D. Cal.); *Shaffer v. Continental*
20 *Casualty Company*, 2:06-cv-2235-PSG (C.D. Cal.); *Weeks, et al. v. Kellogg, et al.*,
21 CV-09-08102 (MMM)(C.D. Cal.); *Thompson, et al., v. Biotab Nutraceuticals, Inc.*
22 (LASC No. BC414808); *Pabst v. Genesco, Inc.*, 3:11-cv-01592-SI (N.D. Cal.);
23 *Heath, et al. v. County of San Bernardino*, 5:06-CV-00411-VAP (C.D. Cal.); *Solomon*
24 *v. Ramona's Food Products*, LASC No. BC 451080; *Wike v. HCG Platinum, LLC*,
25 LASC. No. BC451080; *Litwin v. iRenew, et al.*, LASC. No. BC447114; and *Fallon*
26 *v. ET Browne Drug Corp.*, LASC No. 411117. I have also been appointed to the
27 Plaintiffs' Executive Committees in several federal class actions centralized by the
28

1 MDL Panel, including: *In re Nutramax Cosamin Marketing and Sales Practices*
2 *Litigation* (MDL No. 2489)(D. Md.); *In re Pom Wonderful Marketing and Sales*
3 *Practices Litigation* (MDL No. 2199)(C.D. Cal.); *In re Budeprion XL Marketing and*
4 *Sales Practices Litigation* (MDL No. 2107) (E.D. Pa.); *In re Liberty Refund*
5 *Anticipation Loan Litig.* (MDL No. 2334) (N.D. Ill.) and *In re H&R Block Refund*
6 *Anticipation Litig.* (MDL No. 2373) (N.D. Ill.).

7
8 12. I have written articles regarding class action litigation and I was the
9 Plaintiffs’ co-chair of the 2019 and 2020 Bridgeport Consumer Class Action
10 Litigation and Management conferences. I have participated as a panelist at numerous
11 conferences regarding consumer class action litigation, including, “Does Compliance
12 Matter? Class Actions Over Regulated Labels” at the 2014 American Bar Association
13 Section of Antitrust Law Spring Meeting in Washington, D.C., the 2015, 2016, 2017
14 2018, 2019 and 2020 Bridgeport Consumer Class Action Litigation & Management
15 Conferences in Los Angeles, Orange County and virtually, the 2019 and 2020 Mass
16 Torts Made Perfect (Class Action Track) conference, and the 2017 and 2020 CLE
17 International Food Law Conference, where I presented plaintiff perspectives on class
18 action procedural issues affecting food litigation.

19 13. In 2019, I accepted an invitation to join the Outside Advisory Board of
20 the UCLA Resnick Center for Food & Law Policy and I am an executive member of
21 the Cambridge Food Fraud Forum. I have guest lectured at UCLA Law School and
22 Pepperdine Caruso School of Law about class action litigation and was selected to be
23 on the 2018-2019 executive committee for The Class Action Trial Lawyers
24 Association – Top 25.

25 14. In 2020, I participated as a plaintiffs-side moderator in the Complex
26 Courts Virtual Symposium, among a panel of California complex court judges on the
27 topic “The Lifecycle, Pitfalls and Best Practices of Class Actions.”
28

1 15. Prior to joining MJFW, I was a litigation associate at Jones Day where I
2 defended corporations in consumer fraud class actions, ERISA cases, and actions
3 arising under the Fair Credit Reporting Act.

4 16. Sara Avila is a senior associate at MJFW and part of the firm's consumer
5 class action practice group. Ms. Avila graduated from the University of California, Los
6 Angeles with a Bachelor of Arts and received her Juris Doctorate from Pepperdine
7 University School of Law. She has been admitted to practice law in California since
8 2009. She has had significant involvement in over 50 consumer class actions. Her career
9 has been focused on representing plaintiffs in actions stemming from consumer
10 deception, and she has been appointed class counsel in the following cases: *Elkies, et al.*,
11 *v. Johnson & Johnson Services, Inc., et al.*, C.D. Cal. No. Case No. 2:17-CV-7320-GW-
12 JEM (C.D. Cal. 2019); *In re Dollar General Motor Corp. Motor Oil Marketing and*
13 *Sales Practices Litigation*, MDL 2709(2019); *Perez v. Public Storage*, LASC No.
14 BC611584 (2018); *Barba et al. v. Shire U.S. Inc.*, No. 1:13-cv-21158-JAL (S.D. Fla.);
15 *Eggnatz v. The Kashi Company*, No. 1:12-CV-21678-JAL, (S.D. Fla.); *Toney v. Just*
16 *Fabulous*, (LASC BC533943); *Paul v. Wine.com*, (SFSC CGC13534734); *Arreguin v.*
17 *Telebrands Corp.* (San Bernardino County Case No. CIVRS1307798); *McCrary v. The*
18 *Elations Co., LLC*, EDCV 13-00242 JGB (OPx) (C.D. Cal.); *Saenz v. SEIU United*
19 *Healthcare Workers-West* (Alameda Superior Court, No. RG09478973). Ms. Avila
20 participated as a panelist at the 2019 and 2020 Bridgeport Consumer Class Action
21 Litigation & Management Conferences in Orange County, California.

22 17. Golomb & Honik also has extensive experience in class action and
23 complex litigation. Attached hereto as **Exhibit 2** is Golomb & Honik's firm resume.

24 18. Prior to and during mediation Defendant provided certain documents
25 and information regarding the sale of the Product. Based on the sales data that
26 Defendant provided, approximately 243,000 units were sold at retail, and the
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1 approximate revenue for the Product was nearly \$735,000. It is our understanding,
2 based on our own investigation, that the Mask sold for less than \$4 per unit.

3 19. We therefore had sufficient information to make an informed decision
4 about the merits of this case as compared to the benefit provided by the proposed
5 settlement. Indeed, we possessed all information necessary to evaluate the case,
6 determine all the contours of the proposed class, and reach a fair and reasonable
7 compromise after negotiating the terms of the settlement at arms' length and with the
8 assistance of a neutral mediator. Based on our extensive experience, our
9 investigation, and the information provided to us, we believe this Settlement
10 constitutes an excellent recovery for Class members, and is within the reasonable
11 range of probable recoveries.

12 20. In considering whether to enter into the Settlement, I, along with the rest
13 of Class Counsel, weighed the risks inherent in establishing all the elements of all of
14 the plaintiffs' claims at trial. We also considered the expense of retaining experts,
15 giving class notice if they were successful in certifying a class, and a trial (and likely
16 duration of post-trial motions and appeals). We, on behalf of Ms. Parsons, agreed to
17 settle this litigation on these terms based on our careful investigation and evaluation
18 of the facts and law relating to Plaintiffs' allegations and Defendant's defenses.

19 21. My client, Josey Parsons-Aughtman, has continued to perform her
20 duties as class representatives since the Court granted the motion for consolidation.
21 This includes taking steps to ensure that the settlement is in the best interest of the
22 Settlement Class Members.

23
24 I declare under penalty of perjury under the laws of the United States and the
25 State of California that the foregoing is true and correct. Executed on January 28,
26 2021 in Los Angeles, California.

27 /s/ Gillian L Wade
28 Gillian L. Wade

EXHIBIT 1

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BURSOR & FISHER, P.A.
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA McCOY,
and JOSEY PARSONS AUGHTMAN, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

STIPULATION OF SETTLEMENT

1 This Stipulation of Settlement (the “Stipulation”) is made by Imani Whitfield, Shawanna
2 McCoy, and Josey Parsons Aughtman (the “Plaintiffs” or “Class Representatives”), on behalf of
3 themselves and the Settlement Class (defined below), on the one hand, and Defendant Yes To, Inc.
4 (hereinafter “Defendant”), on the other hand, (collectively referred to as the “Parties”) subject to and
5 conditioned upon Court approval of the terms and conditions hereof.

6 **RECITALS**

7 A. On January 24, 2020, Plaintiff Imani Whitfield commenced an action entitled
8 *Whitfield v. Yes To, Inc.* (United States District Court, Central District of California, Case No. 2:20-
9 cv-763) (the “Action”), as a proposed class action, asserting claims for breach of express warranty,
10 breach of implied warranty, violation of Pennsylvania’s Unfair Trade Practices and Consumer
11 Protection Law, 73 P.S. §§ 201-1, *et seq.* (“UTPCPL”), fraudulent concealment, fraud, unjust
12 enrichment, and conversion. Plaintiff alleges, *inter alia*, that Defendant manufactured and sold a
13 defective product known as the “Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper
14 Mask,” which was sold both as a standalone product and bundled with other products (“Unicorn
15 Mask”). Plaintiff alleges that the Unicorn Mask caused skin irritation and/or burns to her face.

16 B. On February 19, 2020, Plaintiffs Imani Whitfield and Shawanna McCoy filed a First
17 Amended Complaint (“FAC”) asserting the same allegations that the Unicorn Mask caused facial
18 irritation and/or burns, and advanced the same claims, adding causes of action for violation of
19 California’s Consumers Legal Remedies Act (“CLRA”) (injunctive relief), Cal Civ. Code §1750, *et*
20 *seq.*, California’s False Advertising Law, Cal. Bus. & Prof. Code §17500, *et seq.* (the “FAL”), and
21 violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §17200. Dkt. No. 9.

22 C. On March 20, 2020, Plaintiffs Imani Whitfield and Shawanna McCoy filed a Second
23 Amended Complaint (“SAC”) asserting the same claims and adding a prayer for damages for the
24 CLRA claim. Dkt. No. 20.

25 D. On March 17, 2020, the *Whitfield* action was consolidated with the related *Aughtman*
26 *v. Yes To, Inc.* (United States District Court, Central District of California, Case No. 2:20-cv-01223-
27 AB-AS) action. Dkt. No. 19.

28 E. On May 15, 2020, Plaintiffs Imani Whitfield, Shawanna McCoy, and Josey Parsons

1 Aughtman filed a Consolidated Class Action Complaint (“CCAC”) asserting the same claims for
2 relief as in the Complaint, FAC and SAC. Dkt No. 23.

3 F. Defendant answered the CCAC on June 12, 2020, denying liability. Dkt. No. 25.

4 G. The Parties then began engaging in fact discovery. Plaintiffs propounded requests
5 for production of documents.

6 H. Class Counsel (defined below) conducted an examination and investigation of the
7 facts and law relating to the matters alleged in this Action, including, but not limited to, engaging in
8 discovery, review and analysis of Defendant’s documents and data. Class Counsel also evaluated
9 the merits of the Parties’ contentions and evaluated this Settlement, as it affects all parties, including
10 Settlement Class Members. The Class Representatives and Class Counsel, after taking into account
11 the foregoing, along with the risks and costs of further litigation, and the desire to provide prompt
12 and effective relief to the Settlement Class Members, represent that they are satisfied that the terms
13 and conditions of this Settlement are fair, reasonable, and adequate, and that this Settlement is in the
14 best interest of the Settlement Class Members (defined below).

15 I. Defendant has expressly denied and continues to deny all claims, contentions and
16 charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts
17 and/or omissions alleged, or that could have been alleged in the Action. Defendant likewise denies
18 that the current action could be certified as one or more classes for litigation purposes.
19 Notwithstanding their denial of all allegations of wrongdoing and all liability with respect to all
20 claims, Defendant considers it desirable to resolve the action to avoid further expense,
21 inconvenience, and burden, and therefore have determined that this settlement on the terms set forth
22 herein is appropriate. Neither the Stipulation nor any actions taken to carry out the Settlement are
23 intended to be, nor may they be deemed or construed to be, an admission or concession of liability,
24 or of the validity of any claim, defense, or of any point of fact or law on the part of any party.
25 Defendant denies the material allegations of all complaints in this action, including the CCAC.
26 Neither the Stipulation, nor the fact of settlement, nor settlement proceedings, nor the settlement
27 negotiations, nor any related document, shall be used as an admission of any fault or omission by
28 Defendant, an admission of fact or law, or be offered or received in evidence as an admission,

1 concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.

2 J. Substantial settlement negotiations have taken place between the Parties. In addition
3 to informal settlement discussions, on November 11, 2020, the Parties attended a virtual mediation
4 with Jill Sperber Esq. of Judicate West. After a full day of mediation, the Parties were able to reach
5 a resolution.

6 K. In consultation with their respective legal counsel and in consideration of the
7 covenants and agreements set forth herein, and of the releases and dismissals of claims as described
8 below, and other good and valuable consideration, the receipt and sufficiency of which hereby is
9 acknowledged by each of the Parties, the Class Representatives and in consultation with their
10 respective legal counsel, on behalf of themselves and the Settlement Class Members, and Defendant
11 agree for settlement purposes only to the Settlement described herein, subject to Court approval,
12 under the following terms and conditions:

13 **I. DEFINITIONS**

14 1.1 “Claim Form” means the document to be submitted by Settlement Class Members
15 seeking cash payment pursuant to this Stipulation. The Claim Form will be available online at the
16 Settlement Website (defined below) and the contents of the Claim Form will be approved by the
17 Court. The Parties shall request the Court approve the Claim Form substantially in the form
18 attached hereto and made a part hereof as Exhibit A.

19 1.2 “Claimant” means a Settlement Class Member who submits a claim for cash
20 payment as described in Section II of this Stipulation.

21 1.3 “Class Counsel” means the law firms of Bursor & Fisher, P.A., Milstein Jackson
22 Fairchild & Wade, LLP, and Golomb & Honik, P.C.

23 1.4 “Class Notice” means the Court-approved notice plan described in Section IV below.

24 1.5 “Class Representatives” means Plaintiffs Imani Whitfield, Shawanna McCoy, and
25 Josey Parsons Aughtman.

26 1.6 “Court” means the United States District Court, Central District of California.

27 1.7 “Defendant’s Counsel” means the law firm of Troutman Pepper Hamilton Sanders
28 LLP.

1 1.8 “District Court Final Approval Date” means the day on which the Court’s Settlement
2 Approval Order and Final Judgment (defined below) is entered.

3 1.9 “Fee and Expense Award” means the amount that may be awarded to Class Counsel
4 by the Court for attorneys’ fees, costs, and expenses.

5 1.10 “Final Settlement Approval Date” means the later of thirty (35) days after entry of
6 the Settlement Approval Order and Final Judgment or expiration of the time to appeal from the
7 Settlement Approval Order and Final Judgment without any appeal being taken, or if an appeal or
8 request for review (including but not limited to a request for reconsideration or rehearing, or a
9 petition for a writ of certiorari) has been taken, the date on which the Settlement Approval Order
10 and Final Judgment has been affirmed by the court of last resort to which an appeal or request for
11 review has been taken and such affirmance is no longer subject to further appeal or review, or the
12 date of denial of review after exhaustion of all appellate remedies.

13 1.11 “Incentive Award” means any award not to exceed \$5,000 per Plaintiff (\$15,000
14 total), sought by application to and approved by the Court that may be payable to the Class
15 Representatives from the Settlement Fund.

16 1.12 “Long Form Notice” means the Court-approved long form of notice to be posted to
17 the Settlement Website (defined below), pursuant to the Media Plan (defined below). The Parties
18 shall request the Court approve the Long Form Notice substantially in the form attached hereto and
19 made a part hereof as Exhibit B.

20 1.13 “Media Plan” means the Settlement Administrator’s plan to disseminate Class Notice
21 to Settlement Class Members. The Media Plan will be designed to reach no fewer than seventy-five
22 (75) percent of the Settlement Class Members and will be created with the collaboration and
23 approval of Yes To.

24 1.14 “Notice and Other Administrative Costs” means all costs and expenses actually
25 incurred by the Settlement Administrator (defined below) in the publication of Class Notice,
26 establishment of the Settlement Website (defined below) and the processing, handling, reviewing,
27 and paying of claims made by Claimants.

28 1.15 “Parties” means Plaintiffs Imani Whitfield, Shawanna McCoy, Josey Parsons

1 Aughtman and Defendant Yes To, Inc.

2 1.16 “Preliminary Approval” means that the Court has entered an order preliminarily
3 approving the terms and conditions of this Stipulation, including the manner of providing and
4 content of notice to Settlement Class Members. The Parties shall request the Court to enter the
5 proposed Preliminary Settlement Approval Order substantially in the form attached hereto and
6 made a part hereof as Exhibit C.

7 1.17 “Preliminary Approval Date” means the date on which the Court enters an Order
8 granting Preliminary Approval.

9 1.18 “Released Persons” means and includes Defendant, Travelers Indemnity Company
10 of Connecticut, Travelers Property Casualty Company of America, and any and all manufacturers,
11 suppliers, and retailers of the Unicorn Mask, and each of their past and present respective parents,
12 subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control
13 in the past or in the present, as well as their respective assignors, predecessors, successors, and
14 assigns, and all past or present partners, shareholders, managers, members, directors, officers,
15 employees, agents, attorneys, insurers, accountants, and representatives of any and all of the
16 foregoing.

17 1.19 “Settlement Administrator” means Heffler Claims Group and its successors and
18 assigns.

19 1.20 “Settlement Class Members” or “Settlement Class” means:

20 All persons in the United States who purchased or used the Yes To
21 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask.
22 Excluded from this definition are the Released Persons, any person
23 or entity that purchased the Yes To Grapefruit Vitamin C Glow-
24 Boosting Unicorn Paper Mask for purposes of resale and not for
his/her/its own consumption (i.e., “Resellers”), and any judicial
officer assigned to this case.

25 1.21 “Settlement Fund” means the total commitment of Defendant for purposes of this
26 settlement, as described in Section II of this Stipulation, with a total value of \$750,000.00, paid by
27 Defendant for purposes of effectuating the settlement of this Action, the payment and disposition of
28 which is subject to the provisions of this Stipulation, including paragraphs 2.4, 2.5, 2.6, 2.7, 2.8, 2.9,

1 3.1, and 3.2, below.

2 1.22 “Settlement Approval Order and Final Judgment” means an order and judgment
3 issued and entered by the Court, approving this Stipulation as binding upon the Parties and the
4 Settlement Class Members and dismissing the Action with prejudice, and setting the amount for an
5 award of attorneys’ fees not to exceed one-third of the total \$750,000.00 value of the Settlement
6 Fund, plus any award of costs and expenses, to Class Counsel as determined by the Court. The
7 Settlement Approval Order and Final Judgment shall constitute a judgment within the meaning and
8 for purposes of Rule 54 of the Federal Rules of Civil Procedure. The Parties shall request the Court
9 to enter the proposed Settlement Approval Order and Final Judgment substantially in the form
10 attached hereto and made a part hereof as Exhibit D.

11 1.23 “Settlement Website” means a website operated and maintained by the Settlement
12 Administrator solely for purposes of making available to the Settlement Class Members the
13 documents, information, and online claims submission process referenced in paragraphs 2.4 through
14 2.6 below.

15 1.24 “Short Form Notice” means the Court-approved form of notice for publication to
16 Settlement Class Members, pursuant to the Media Plan. The Parties shall request the Court approve
17 the Short Form Notice substantially in the form attached hereto and made a part hereof as Exhibit E.

18 1.25 As used herein, the plural of any defined term includes the singular thereof and the
19 singular of any defined term includes the plural thereof, as the case may be.

20 **II. SETTLEMENT CONSIDERATION**

21 2.1 Benefit to Settlement Class Members from the Settlement Fund. The Settlement
22 Fund will be used to provide benefits to or on behalf of the Settlement Class. Defendant will
23 contribute \$750,000.00 for payment of the following: (i) valid claims for benefits submitted by
24 Settlement Class Members pursuant to paragraph 2.4 below; (ii) the Notice and Other
25 Administrative Costs actually incurred by the Settlement Administrator as described in paragraph
26 4.5 below; (iii) the Fee and Expense Award, as may be ordered by the Court and as described in
27 paragraph 3.1 below, and (iv) any Incentive Award to the Class Representatives, not to exceed
28 \$5,000 per Plaintiff as may be ordered by the Court and as described in paragraph 3.2 below.

1 2.2 Total Financial Commitment. Defendant and its insurer’s total financial
2 commitment and obligation under this Stipulation, subject to Court approval, shall not exceed
3 \$750,000.00.

4 2.3 Schedule of Payments into Settlement Fund. Defendant or its insurer shall make
5 payments into the Settlement Fund in accordance with the following schedule:

6 a. *Notice and Other Administrative Costs.* Amounts equal to the cost of
7 publishing the Class Notice and other administrative costs, to be paid within thirty (30) days of
8 when such amounts are invoiced to Defendant for work completed and become due and owing.

9 b. *Fee and Expense Award.* An amount equal to the Fee and Expense Award, to
10 be paid as described at paragraph 3.1, below.

11 c. *Incentive Award.* An amount equal to any Incentive Award, not to exceed
12 \$5,000 per Plaintiff (\$15,000 total), as may be ordered by the Court and as described at paragraph
13 3.2, below.

14 d. *Payment of Valid Claims.* An amount equal to \$750,000, less the sum of (i)
15 the total Notice and Other Administrative Costs, (ii) the Fee and Expense Award, and (iii) the
16 Incentive Award, which amount is to be paid to the Settlement Administrator within ten (10) days
17 of the Final Settlement Approval Date.

18 2.4 Claims Process. Each Settlement Class Member shall be entitled to submit a claim
19 for reimbursement, consistent with this paragraph.

20 a. *Cash Payment.* Each Settlement Class Member may submit a claim, either
21 electronically through a settlement website or by mail, for each of the Yes To Grapefruit Vitamin C
22 Glow-Boosting Unicorn Paper Mask products he, or she, purchased or used, provided such claim
23 includes attestation to the purchase(s) or use under penalty of perjury. Reimbursements will be
24 made for \$3.00 to each Settlement Class Member who submits a valid claim. A Settlement Class
25 Member’s claim for reimbursement pursuant to this paragraph shall be considered a “Claim.” The
26 amount payable to each Settlement Class Member making a valid Claim shall be determined by the
27 Settlement Administrator. If the amount of cash available for the Settlement Fund is insufficient to
28 pay all valid Settlement Class Member Claims, individual payment amounts for Claims shall be

1 reduced on a pro-rata basis as described in paragraph 2.7 below. If the amount of cash available
2 from the Settlement Fund is more than the total cash value of valid Claims, cash payments will be
3 increased on a pro-rata basis, such that the Settlement Fund will be completely exhausted.

4 b. *Payment from Fund.* Claims will be paid, after the Claim Period Close Date
5 (as defined in paragraph 2.6) and after the Final Settlement Approval Date, whichever is later, from
6 the Settlement Fund. Claims will be paid from the amount of the Settlement Fund remaining after
7 payment of the Fee and Expense Award, Notice and Other Administrative Costs, and the Incentive
8 Award.

9 2.5 Proof of Claim. Claims for Yes To Grapefruit Vitamin C Glow-Boosting Unicorn
10 Paper Mask products purchased will be paid without submission of proof of purchase. A Claimant
11 must include information in the Claim Form – completed online or in hard copy mailed to the
12 Settlement Administrator – confirming under penalty of perjury that they purchased or used at least
13 one unit of the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask products in the
14 United States.

15 2.6 Review of Claims. The Settlement Administrator shall be responsible for reviewing
16 all claims to determine their validity. The Settlement Administrator shall reject any claim that does
17 not comply in any material respect with the instructions on the Claim Form or the terms of
18 paragraphs 2.4 and 2.5, above, or is submitted after the close of the claim period set by the Court
19 (“Claim Period Close Date”). The Settlement Administrator shall promptly inform the Parties as
20 soon as the number of valid opt-outs equals or exceeds fifty (50) individuals (if at all).

21 2.7 Pro-Rata Distribution of Benefits. Receipt of total valid Settlement Class Member
22 Claims, determined in accordance with paragraphs 2.4 and 2.5 above, exceeding the available
23 portion of the Settlement Fund (after payment of the Fee and Expense Award, Notice and Other
24 Administrative Costs, and the Incentive Award) will reduce the cash payout for each class member
25 on a pro rata basis. Similarly, receipt of total valid Settlement Class Member Claims less than the
26 available portion of the Settlement Fund (after payment of the Fee and Expense Award, Notice and
27 Other Administrative Costs, and the Incentive Award) will increase the cash payout for each class
28 member on a pro rata basis.

1 2.8 Uncleared Checks. Those Settlement Class Members whose cash benefit checks are
2 not cleared within one hundred eighty (180) days after issuance shall be ineligible to receive a cash
3 settlement benefit and Defendant shall have no further obligation to make any payment pursuant to
4 this Stipulation or otherwise to such Settlement Class Members. All unpaid funds from uncleared
5 checks shall remain in the Settlement Fund pending further order of the Court. Class Counsel shall
6 make an application to the Court to seek approval for a proposed disposition of the unpaid funds
7 from uncleared checks.

8 2.9 Notice to Attorneys General. Not later than ten (10) days after the Motion for
9 Preliminary Approval of the Settlement is filed in court, the Settlement Administrator shall provide
10 notice of the proposed class action settlement to the appropriate state officials (i.e. each state
11 attorney general) and the Attorney General of the United States pursuant to 28 U.S.C. § 1715, and
12 the costs of such notice shall be paid from the Settlement Fund.

13 **III. CLASS COUNSEL ATTORNEYS' FEES AND EXPENSES AND CLASS**
14 **REPRESENTATIVE INCENTIVE AWARD**

15 3.1 Attorneys' Fees, Costs and Expenses. Class Counsel shall apply to the Court for
16 payment of an award of attorneys' fees, of up to one-third of the total \$750,000.00 value of the
17 Settlement Fund. Class Counsel shall also apply separately for an award of their costs and
18 expenses from the Settlement Fund. Such fees, costs and expenses, if approved by the Court, shall
19 be payable within 30 days following the District Court's fee award, which shall under no
20 circumstances occur prior to the Settlement Approval Order and Final Judgment, subject to Class
21 Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking")
22 attached hereto as Exhibit F, and providing all payment routing information and tax I.D. numbers
23 for Class Counsel. Notwithstanding the foregoing, if the final Settlement Approval Order and
24 Final Judgment or any part of it is vacated, overturned, reversed, or rendered void or unenforceable
25 as a result of an appeal, or the Stipulation is voided, rescinded, or otherwise terminated for any
26 other reason, then Class Counsel shall, within thirty (30) days, repay to Defendant the full amount
27 of the attorneys' fees and costs paid by Defendant to Class Counsel. In such event, the following
28 persons shall be jointly and severally liable for the return of such payments: (a) Bursor & Fisher,

1 P.A., (b) Milstein Jackson Fairchild & Wade, LLP, and (c) Golomb & Honik. To effectuate this
2 provision, Bursor & Fisher, P.A., Milstein Jackson Fairchild & Wade, LLP, and Golomb & Honik
3 shall, within ten (10) calendar days of the Preliminary Approval Order, execute and deliver to
4 Defendant the Undertaking in the form attached as Exhibit F.

5 3.2 Incentive Award. Class Counsel will petition the Court for approval of an Incentive
6 Award payable to the Class Representatives in an amount not to exceed \$5,000 per Plaintiff
7 (\$15,000 total). Defendant shall pay such award by wire transfer or check to Class Counsel within
8 thirty-five (35) calendar days after the Final Settlement Approval Date.

9 **IV. NOTICE TO CLASS AND ADMINISTRATION OF SETTLEMENT**

10 4.1 Class Notice. The Class Notice shall consist of the Long Form Notice and the Short
11 Form Notice. The Class Notice shall conform to all applicable requirements of the Federal Rules
12 of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any
13 other applicable law, and shall otherwise be in the manner and form approved by the Court. Class
14 notice and claims administration will be provided by Heffler Claims Group with a media plan
15 designed to achieve no less than seventy-five (75) percent reach.

16 4.2 General Notice Terms. The Class Notice shall:

- 17 a. inform Settlement Class Members that, if they do not exclude themselves
18 from the Class, they may be eligible to receive the relief under the proposed settlement;
- 19 b. contain a short, plain statement of the background of the Action, the class
20 certification and the proposed settlement;
- 21 c. describe the proposed settlement relief outlined in this Stipulation; and
22 d. state that any relief to Settlement Class Members is contingent on the
23 Court's final approval of the proposed settlement.

24 4.3 Notice of Exclusion and Objection Rights. The Class Notice shall inform
25 Settlement Class Members of their rights to exclude themselves from the Class or object to the
26 proposed settlement, as described in paragraph 5.3 below. The Class Notice shall further inform
27 Settlement Class Members that any judgment entered in the Action, whether favorable or
28 unfavorable to the Class, shall include, and be binding on, all Settlement Class Members who have

1 not been excluded from the Class, even if they have objected to the proposed settlement and even if
2 they have any other claim, lawsuit or proceeding pending against Defendant.

3 4.4 Time and Manner of Notice. Class Notice shall be provided as set forth in the
4 Media Plan; media delivery of Class Notice shall be completed within forty-five (45) days after the
5 Preliminary Approval Date.

6 4.5. Responsibilities of Settlement Administrator. The Parties will retain Heffler Claims
7 Group to help implement the terms of the proposed Stipulation. The Settlement Administrator
8 shall be responsible for administrative tasks, including, without limitation, (a) notifying the
9 appropriate state and federal officials about the settlement, (b) arranging for distribution of Class
10 Notice (in the form approved by the Court) and Claim Forms (in a form ordered by the Court) to
11 Settlement Class Members, (c) handling inquiries from Settlement Class Members and/or
12 forwarding such written inquiries to Class Counsel and Defendant's Counsel, (d) receiving and
13 maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence
14 regarding requests for exclusion from the settlement, (e) establishing the Settlement Website that
15 posts notices, Claim Forms and other related documents, (f) receiving and processing claims and
16 distributing payments to Settlement Class Members, and (g) otherwise assisting with
17 implementation and administration of the Stipulation terms. The actual costs and expenses of the
18 Settlement Administrator, which are referred to as the Notice and Other Administrative Costs, will
19 be paid from the Settlement Fund.

20 4.6. Performance Standards of Settlement Administrator. The contract with the
21 Settlement Administrator shall obligate the Settlement Administrator to abide by the following
22 performance standards:

23 a. The Settlement Administrator shall accurately and neutrally describe, and
24 shall train and instruct its employees and agents to accurately and objectively describe, the
25 provisions of this Stipulation in communications with Settlement Class Members;

26 b. The Settlement Administrator shall, when necessary, provide prompt,
27 accurate and objective responses to inquiries from Class Counsel or their designee, Defendant
28 and/or Defendant's Counsel, and shall report no less than bi-weekly on claims, objectors,

1 exclusions, and related matters.

2 c. The Settlement Administrator shall seek clarification, instruction or
3 authorization for performance of its duties and expenditure or disposition of cash from both Class
4 Counsel and their designee and from Defendant's and/or Defendant's Counsel or their designee.

5 **V. CLASS SETTLEMENT PROCEDURES**

6 5.1 Settlement Approval. As soon as practical after the signing of this Stipulation, the
7 Class Representatives shall move for a certification of a nationwide class for settlement purposes
8 only and Preliminary Approval Order, conditionally certifying the nationwide Settlement Class,
9 preliminarily approving the terms and conditions of this Stipulation as fair, reasonable, and
10 adequate, and in the best interests of the Settlement Class Members, approving notice to the
11 Settlement Class Members as described in Section IV above, and setting a hearing to consider final
12 approval of the Settlement and any objections thereto.

13 5.2 Settlement Approval Order and Final Judgment. At or before the final approval
14 hearing, the Class Representatives shall move for entry of a Settlement Approval Order and Final
15 Judgment substantially in the form as that attached hereto and made a part hereof as Exhibit D,
16 granting final approval of this Settlement and holding this Stipulation to be fair, reasonable, and
17 adequate, and in the best interests of the Settlement Class Members, and binding (as of the Final
18 Settlement Approval Date) on all Settlement Class Members who have not excluded themselves as
19 provided below, and ordering that the Settlement relief be provided as set forth in this Stipulation,
20 ordering the releases as set forth in Section VI below to be effective on the Final Settlement
21 Approval Date, and entering judgment in the Action.

22 5.3 Exclusions and Objections. The Class Notice shall advise all Settlement Class
23 Members of their right: (a) to be excluded from the Settlement, or (b) to object to the Settlement.
24 If, within such time as is ordered by the Court and contained in the Class Notice, any Settlement
25 Class Member wishes to be excluded from the Settlement, he or she must do so by timely mailing a
26 valid opt-out notice, as described in the Class Notice. Any Settlement Class Member who timely
27 elects to opt out of the Settlement shall not be permitted to object to the Settlement. Persons falling
28 within the definition of the Settlement Class who validly and timely request exclusion from the

1 Settlement effected by this Stipulation, pursuant to the procedures set forth in this paragraph, shall
2 not be Settlement Class Members, shall not be bound by this Stipulation and shall not be eligible to
3 make a claim for any benefit under the terms of this Stipulation.

4 5.4 At least seven (7) calendar days prior to the final approval hearing, Class Counsel
5 shall prepare or cause the Settlement Administrator to prepare a list of the persons who have
6 excluded themselves in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and
7 Class Counsel shall file that list with the Court. If, within such time as is ordered by the Court and
8 contained in the Class Notice, any Settlement Class Member wishes to object to the Settlement
9 and/or to be heard, he or she must, on or before the deadlines established by the Court, submit to
10 the Settlement Administrator a written notice of objection and/or request to be heard. Such
11 communication shall state the name and address of the Settlement Class Member, shall include
12 information sufficient to demonstrate membership in the Settlement Class, shall state the grounds
13 for each objection asserted, and shall state whether the Settlement Class Member intends to appear
14 at the final approval hearing.

15 5.5 Defendant’s Option to Terminate Settlement. Defendant may elect, in its sole
16 discretion, to rescind and/or void this Stipulation *ab initio* if: (1) the number of individuals opting
17 out from the Class or from the Settlement of this Action is equal or greater than 175; (2) two or
18 more Settlement Class Members object to the Settlement seeking in the aggregate, more than
19 \$50,000 and the objections are sustained by the trial court. Defendant must exercise this right in
20 writing to Class Counsel within fifteen (15) calendar days after: (1) the Settlement Administrator
21 notifies the Parties of the total number of opt-out requests; or (2) the date the trial court rules on the
22 objections for objectors. Defendant’s option to rescind shall have the same effect as nonapproval
23 under paragraph 5.7. The Parties and/or their respective counsel shall not encourage objections
24 and/or opt-outs.

25 5.6 Stay of the Action. The Parties shall request that the Court, in connection with
26 Preliminary Approval, issue an immediate stay of the Action.

27 5.7 Effect If Settlement Not Approved. This Stipulation is being entered into only for
28 purposes of settlement, subject to and without waiver of the Parties’ respective rights. If the Court

1 does not enter the order granting Preliminary Approval or does not grant final approval, or if the
2 Final Settlement Approval Date does not occur, Class Counsel and Defendant's Counsel shall
3 endeavor, consistent with the Stipulation, to cure any defect identified by the Court; provided,
4 however, that the parties hereto shall not be obligated to accept such cure if it increases the cost or
5 burden of the Stipulation to Plaintiffs, Defendant, or any of the other Released Persons or reduces
6 or otherwise affects the scope of the releases provided by this Stipulation. In the event that the
7 Stipulation is terminated for any reason, final approval does not occur for any reason, or the Final
8 Settlement Approval Date does not occur, then no term or condition of the Stipulation, or any draft
9 thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties'
10 settlement discussions shall have any effect, nor shall any such matter be admissible in evidence
11 for any purpose in the Action, or in any other proceeding, and the Parties shall be restored to their
12 respective positions immediately preceding execution of this Stipulation. If the final Settlement
13 Approval Order and Final Judgment or any part of it is vacated, overturned, reversed, or rendered
14 void as a result of an appeal, or the Stipulation is voided, rescinded, or otherwise terminated for
15 any other reason, then within thirty (30) days, Class Counsel shall return to Defendant all
16 attorneys' fees, costs, and other payments received by Class Counsel under the Stipulation, as set
17 forth in paragraph 3.1 above. The Parties agree that all drafts, discussions, negotiations,
18 documentation, or other information prepared in relation to the Stipulation and the Parties'
19 settlement discussions shall be treated as strictly confidential and may not be disclosed to any
20 person other than the Parties' counsel, and only for purposes of the settlement of this Action.

21 5.8 Termination. The Stipulation shall have no effect unless and until this Stipulation is
22 fully executed by all Parties.

23 **VI. RELEASES**

24 6.1 Release by Settlement Class Members. Effective as of the Final Settlement
25 Approval Date, each and all of the Settlement Class Members (except any such person who has
26 filed a proper and timely request for exclusion; and any person or entity that purchased the Yes To
27 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask for purposes of resale and not for
28

1 his/her/its own consumption (i.e., “Resellers”)) shall be deemed to have, and by operation of law
2 shall have, fully, finally and forever released, relinquished, and discharged, and shall be forever
3 barred from asserting, instituting, or maintaining against any or all of the Released Persons, any
4 and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities
5 whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual or
6 legal allegations made in the Action, including without limitation the purchase or use of the Yes To
7 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask at any time (collectively, the “Claims”).
8 With respect to the Claims released pursuant to this paragraph, each Settlement Class Member
9 shall be deemed to have waived, relinquished and released all claims that have or could have been
10 asserted in the action consistent with the broadest scope of release permitted under *Hesse v. Sprint*
11 *Corp.*, 598 F. 3d 581, 590 (9th Cir. 2010). This release shall be interpreted to the fullest extent
12 permitted by law, and each Settlement Class Member shall be deemed to have waived any and all
13 provisions, rights and benefits conferred by California Civil Code section 1542 (and equivalent,
14 comparable, or analogous provisions of the laws of the United States of America or any state or
15 territory thereof, or of the common law or civil law). Section 1542 provides that:

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

23 Thus, as of the Final Settlement Approval Date, each Settlement Class Member shall be deemed to
24 have expressly waived and fully, finally, and forever settled and released any known or unknown,
25 suspected or unsuspected, contingent or noncontingent claim with respect to the Claims, whether or
26 not concealed or hidden, without regard to subsequent discovery of existence of different or
27 additional facts. Each and every term of this paragraph shall inure to the benefit of each and all of
28 the Released Persons, and each and all of their respective successors and personal representatives,
which persons and entities are intended to be beneficiaries of this paragraph. For avoidance of

1 doubt, this Release of Claims does not release any claims of Resellers of the Yes To Grapefruit
2 Vitamin C Glow-Boosting Unicorn Paper Mask.

3 6.2 Effectuation of Settlement. None of the above releases affects the Parties' rights or
4 claims to enforce the terms of the Stipulation.

5 6.3 No Admission of Liability. This Stipulation reflects, among other things, the
6 compromise and settlement of disputed claims among the Parties, and neither this Stipulation nor
7 the releases given herein, nor any consideration therefor, nor any actions taken to carry out this
8 Stipulation, are intended to be, nor may they be deemed or construed to be, an admission or
9 concession of any fact, liability, or the validity of any claim, defense, or of any point of fact or law
10 on the part of any party. Defendant denies the material allegations of all the complaints filed in
11 this Action. Neither this Stipulation, nor the fact of settlement, nor the settlement proceedings, nor
12 the settlement negotiations, nor any related document, shall be used as an admission of any fault or
13 omission by any or all of the Released Persons, or be offered or received in evidence as an
14 admission, concession, presumption or inference of any wrongdoing or liability by any or all of the
15 Released Persons in any civil, criminal, administrative or other proceeding in any court, agency or
16 tribunal, other than such proceedings as may be necessary to consummate, interpret or enforce this
17 Stipulation.

18 **VII. CERTIFICATION OF SETTLEMENT CLASS**

19 7.1 The Parties agree, for settlement purposes only and solely pursuant to the terms of
20 this Stipulation, that this Action shall, subject to Court approval, conditionally be certified and
21 proceed as a nationwide class action under Federal Rule of Civil Procedure 23(b)(3) for settlement
22 purposes only, with a class consisting of all Settlement Class Members, and with Imani Whitfield,
23 Shawanna McCoy, and Josey Parsons Aughtman as Class Representatives and with Class Counsel
24 as counsel for the Settlement Class Members.

25 7.2 Any certification of a conditional, preliminary or final settlement class pursuant to
26 the terms of this Settlement shall not constitute, and shall not be construed as, an admission on the
27 part of Defendant that this Action, or any other proposed or certified class action, is appropriate for
28 nationwide class treatment pursuant to Federal Rule of Civil Procedure or any similar state or

1 federal class action statute or rule. Neither the fact of this settlement nor this Stipulation shall be
2 used in connection with efforts in any proceeding to seek nationwide or any other certification of
3 any claims asserted against Defendant.

4 7.3 In the event the Court does not approve the settlement and Stipulation, then this
5 conditional certification is null and void, shall have no force or effect, and shall not be used or
6 referred to for any purposes whatsoever in the Action or in any other case or controversy. In such
7 an event, this Stipulation and all negotiations and proceedings related thereto shall be deemed to be
8 without prejudice to the right of the Parties, who shall be restored to their respective positions as of
9 the date of this Stipulation, and Defendant shall not be deemed to have waived any opposition or
10 defenses it has to any aspect of the claims asserted in the Action or to whether those claims or the
11 Action may properly be maintained as a class action.

12 **VIII. MISCELLANEOUS PROVISIONS**

13 8.1 Change of Time Periods. The time periods and/or dates described in this Stipulation
14 with respect to the giving of notices and hearings are subject to approval and change by the Court or
15 by the written agreement of Class Counsel and Defendant’s Counsel, without notice to Settlement
16 Class Members. The Parties reserve the right, by agreement and subject to the Court’s approval, to
17 grant any reasonable extension of time that might be needed to carry out any of the provisions of
18 this Stipulation.

19 8.2 Time for Compliance. If the date for performance of any act required by or under
20 this Stipulation falls on a Saturday, Sunday, or court holiday, that act may be performed on the next
21 business day with the same effect as if it had been performed on the day or within the period of time
22 specified by or under this Stipulation.

23 8.3 Governing Law. This Stipulation is intended to and shall be governed by the laws of
24 the State of California without giving effect to principles of conflicts of laws.

25 8.4 Entire Agreement. The terms and conditions set forth in this Stipulation constitute
26 the complete and exclusive statement of the agreement between the Parties relating to the subject
27 matter of this Stipulation, superseding all previous negotiations and understandings, and may not be
28 contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend

1 that this Stipulation constitutes the complete and exclusive statement of its terms as between the
2 Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial
3 proceeding, if any, involving this Stipulation. Any modification of the Stipulation must be in
4 writing signed by Class Counsel and Defendant.

5 8.5 Advice of Counsel. The determination of the terms and the drafting of this
6 Stipulation have been by mutual agreement after negotiation, with consideration by and
7 participation of all Parties and their respective counsel. The presumption found in California Civil
8 Code section 1654 (and equivalent, comparable, or analogous provisions of the laws of the United
9 States of America or any state or territory thereof, or of the common law or civil law) that
10 uncertainties in a contract are interpreted against the party causing an uncertainty to exist is waived
11 by all Parties.

12 8.6 Binding Agreement. This Stipulation shall be binding upon and inure to the benefit
13 of the respective heirs, successors, and assigns of the Parties, the Settlement Class Members and the
14 other Released Persons.

15 8.7 No Waiver. The waiver by any Party of any provision or breach of this Stipulation
16 shall not be deemed a waiver of any other provision or breach of this Stipulation.

17 8.8 Execution in Counterparts. This Stipulation shall become effective upon its
18 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
19 execution of counterparts shall have the same force and effect as if all Parties had signed the same
20 instrument. The Parties further agree that signatures provided by portable document format (PDF)
21 or other electronic transmission shall have the same force and effect as original signatures.

22 8.9 Enforcement of this Stipulation. The Court shall retain jurisdiction, and shall have
23 exclusive jurisdiction, to enforce, interpret, and implement this Stipulation, and the terms of any
24 order entered pursuant to this Stipulation.

25 8.10 Best Efforts. The Parties and their undersigned counsel agree to undertake their best
26 efforts and mutually cooperate to promptly effectuate this Stipulation and the terms of the
27 settlement set forth herein, including taking all steps and efforts contemplated by this Stipulation
28 and any other steps and efforts which may become necessary by order of the Court or otherwise.

1 8.11 Notices. All notices to the Parties or counsel required by this Stipulation shall be
2 made in writing and communicated by email and mail to the following address:

3 If to Class Representative, Settlement Class Members, or Class Counsel:

4 L. Timothy Fisher
5 Bursor & Fisher, P.A.
6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

10 If to Defendant or Defendant’s Counsel:

11 Jeffrey Goldman
12 Troutman Pepper Hamilton Sanders, LLP
13 Two California Plaza
14 350 South Grand Avenue, Suite 3400
15 Los Angeles, CA 90071
16 Telephone: (213) 928-9800
17 E-Mail: jeffrey.goldman@troutman.com

18 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
19 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
20 shall take effect on the date it is executed by all of the undersigned.

21 **APPROVED AND AGREED:**

22 DATED: 1/8/2021



23 _____
24 Plaintiff Imani Whitfield

25 DATED: _____

26 _____
27 Plaintiff Shawanna McCoy

28 DATED: _____

Plaintiff Josey Parsons Aughtman

DATED: _____

Yes To, Inc.

1 8.11 Notices. All notices to the Parties or counsel required by this Stipulation shall be
2 made in writing and communicated by email and mail to the following address:

3 If to Class Representative, Settlement Class Members, or Class Counsel:

4 L. Timothy Fisher
5 Bursor & Fisher, P.A.
6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

10 If to Defendant or Defendant’s Counsel:

11 Jeffrey Goldman
12 Troutman Pepper Hamilton Sanders, LLP
13 Two California Plaza
14 350 South Grand Avenue, Suite 3400
15 Los Angeles, CA 90071
16 Telephone: (213) 928-9800
17 E-Mail: jeffrey.goldman@troutman.com

18 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
19 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
20 shall take effect on the date it is executed by all of the undersigned.

21 **APPROVED AND AGREED:**

22 DATED: _____

Plaintiff Imani Whitfield

23 DATED: 01/08/2021



Plaintiff Shawanna McCoy

24 DATED: _____

Plaintiff Josey Parsons Aughtman

25 DATED: _____

Yes To, Inc.

1 8.11 Notices. All notices to the Parties or counsel required by this Stipulation shall be
2 made in writing and communicated by email and mail to the following address:

3 If to Class Representative, Settlement Class Members, or Class Counsel:

4 L. Timothy Fisher
5 Bursor & Fisher, P.A.
6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

10 If to Defendant or Defendant’s Counsel:

11 Jeffrey Goldman
12 Troutman Pepper Hamilton Sanders, LLP
13 Two California Plaza
14 350 South Grand Avenue, Suite 3400
15 Los Angeles, CA 90071
16 Telephone: (213) 928-9800
17 E-Mail: jeffrey.goldman@troutman.com

18 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
19 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
20 shall take effect on the date it is executed by all of the undersigned.

21 **APPROVED AND AGREED:**

22 DATED: _____
23 _____ Plaintiff Imani Whitfield

24 DATED: _____
25 _____ Plaintiff Shawanna McCoy

26 DATED: 1/8/2021 _____
27 _____ Plaintiff Josey Parsons Aughtman

28 DATED: _____
_____ Yes To, Inc.

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6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

10 If to Defendant or Defendant's Counsel:

11 Jeffrey Goldman
12 Troutman Pepper Hamilton Sanders, LLP
13 Two California Plaza
14 350 South Grand Avenue, Suite 3400
15 Los Angeles, CA 90071
16 Telephone: (213) 928-9800
17 E-Mail: jeffrey.goldman@troutman.com

18 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
19 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
20 shall take effect on the date it is executed by all of the undersigned.

21 **APPROVED AND AGREED:**

22 DATED: _____
23 Plaintiff Imani Whitfield

24 DATED: _____
25 Plaintiff Shawanna McCoy

26 DATED: _____
27 Plaintiff Josey Parsons Aughtman

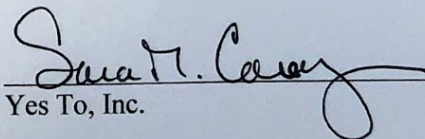
28 DATED: 1/20/21 _____
Yes To, Inc. 

EXHIBIT A

**Yes To Unicorn Mask
CLAIM FORM**

You can also submit a claim online at www.#####.com.

Use this Claim Form to claim refunds of a portion of the purchase price of one or Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Mask that you purchased or used. Your **Claim Form must be postmarked or submitted online by [month day, 2021]**. If mailing please return this form to:

Yes To Mask Claims Administrator
[Address]
[City, State, Zip Code]

CLASS MEMBER INFORMATION

NAME: _____

TELEPHONE OR EMAIL: _____

ADDRESS:

CITY: _____

STATE: _____

ZIP CODE: _____

PURCHASE INFORMATION

Complete the information below for all of the Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Masks you purchased or used in the United States for which you are submitting a claim.

I purchased or used _____ Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Masks in the United States.

AFFIRMATION

I understand that the decision of the Claim Administrator is final and binding on me and on Defendant.
The information on this claim form is true and correct to the best of my knowledge and belief.

SIGNATURE: _____

DATE: _____

CLAIM FORMS MUST BE RETURNED BY [MONTH DAY, 2021].
QUESTIONS? VISIT WWW.XXXXX.COM OR CALL 1-800-XXX-XXXX.

EXHIBIT B

United States District Court for the Central District of California

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement

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

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers and users of Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks (the “Masks”) have sued their manufacturer, Yes To, Inc. (“Defendant”), alleging that that the Masks cause irritation, redness, and a burning sensation.
- The Proposed Settlement creates a \$750,000 settlement fund from which to pay Class Member claims and other costs and expenses related to the litigation and settlement as detailed below.
- You are a Class Member if you purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask in the United States at any time.
- If you are eligible to participate in this Proposed Settlement because you purchased or used one or more of the Masks in the United States, you can submit a claim for a cash payment from the Settlement Fund.

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

YOUR LEGAL RIGHTS AND OPTIONS	
WHAT IS THIS?	A Proposed Settlement has been reached in a class action lawsuit. The lawsuit alleges that Defendant’s Masks cause irritation, redness, and a burning sensation in violation of state laws.
SUBMIT A CLAIM FORM POSTMARKED BY [DATE]	This is the only way to receive the Settlement Benefit of a cash payment. By submitting a claim, you will give up any rights to sue Defendant separately about the same facts or legal claims in this lawsuit. Claim Forms are available at www.YesToClassAction.com .
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you opt out of the Proposed Settlement, you will not be eligible to receive the Settlement Benefit, but you will keep your right to sue Defendant about the same facts or legal claims in this lawsuit. Requests for exclusion must be postmarked by [date] and mailed to [address].

Questions? [Visit www.YesToClassAction.com](http://www.YesToClassAction.com)

OBJECT OR COMMENT BY [DATE]	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Proposed Settlement. Objections and comments must be filed with the Court and served on the Parties by [date].
APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by [date]. You may enter your appearance in Court through an attorney at your own expense if you so desire.
DO NOTHING	If you do nothing, you will receive no Settlement Benefit. You also give up your right to sue Defendant on your own regarding any claims that are part of the Proposed Settlement.

- These rights and options, **and the deadlines to exercise them**, are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit will be made available if the Court approves the Proposed Settlement and after any appeals are resolved.
- If you have any questions, please read on and visit www.YesToClassAction.com.

BASIC INFORMATION

1. Why did I get this notice?

If you purchased or used one or more of the Masks in the United States as described on page 1 of this Notice, you have a right to know about a proposed settlement or a class action lawsuit and your options. If the Court approves the Proposed Settlement, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS. The people who sued are called the Plaintiffs, and the company they sued, Yes To, Inc., is called the Defendant.

2. What is this lawsuit about?

This lawsuit is about whether Defendant’s masks cause irritation, redness, and a burning sensation in violation of state laws. You can read Plaintiffs’ First Consolidated Class Action Complaint

Questions? Visit www.YesToClassAction.com

<link> at www.YesToClassAction.com.

Defendant denies any wrongdoing and denies the Plaintiffs' allegations. You can read Defendant's answer <link> at www.YesToClassAction.com.

The Court has not made any ruling on Defendant's liability, if any.

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

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

4. Why is there a Proposed Settlement?

The Court has not decided in favor of either side in the case. Defendant denies all allegations of wrongdoing or liability against them, and contend that its conduct was lawful. Defendant is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Plaintiffs and their attorneys assert that the Proposed Settlement is in the best interests of the Class, because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

Who is in the Proposed Settlement?

To see if you will be entitled to the Settlement Benefit from this Proposed Settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the Proposed Settlement?

You are a Class Member if you purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask product (the "Product") in the United States at any time.

THE PROPOSED SETTLEMENT BENEFITS

6. What does the Proposed Settlement provide if I submit a claim?

The settlement provides that Defendant will pay \$750,000 in cash into a settlement fund (the "Settlement Fund"). The Settlement Fund will be used to (i) pay notice and claims administration costs, (ii) attorneys' fees, (iii) litigation costs and expenses, (iv) an incentive award to the Class Representatives, and (v) pay cash to Class Members. Class Counsel estimates that after these costs and expenses are accounted for, approximately \$**7** thousand will be available to pay claims ("available portion of the Settlement Fund").

Each class member may submit a claim, either electronically through a settlement website or by mail, for each of the Products purchased or used during the class period. You will recover cash based on the average retail price of the Product, which is \$3 for each Product. Claims for Products purchased or used during the class period will be paid without requiring proof of

Questions? Visit www.YesToClassAction.com

purchase.

Your recovery, and the recovery of every other claimant, will be proportionally adjusted to account for the available portion of the Settlement Fund. Depending on the total dollar amount of all valid claims, this adjustment may increase or decrease your recovery. For instance, if the total dollar amount of all valid claims is less than the available portion of the Settlement Fund, then claimant recoveries will be proportionally increased. Similarly, if the total dollar amount of all valid claims is more than the available portion of the Settlement Fund, then claimant recoveries will be proportionally decreased.

All payments to Settlement Class Members who submit Valid Claims will be made within forty-five (45) days after the Settlement Approval Order and Final Judgment becomes final (“Final Settlement Approval Date”). All Settlement Class Members who do not opt out of the Proposed Settlement and who submit a Valid Claim shall receive a cash award as set forth above.

In addition, the Settlement Fund will be used for the following: (1) notice to the Class and administration costs related to the settlement; (2) an incentive award not to exceed \$5,000 to each Plaintiff (\$15,000 total), subject to court approval, and (3) Plaintiffs’ attorneys’ fees, costs and expenses, subject to court approval.

HOW YOU GET A CASH PAYMENT — SUBMITTING A CLAIM FORM

7. How can I get a cash payment from the Proposed Settlement?

Class Members who wish to receive a payment must submit claims.

To submit a claim, you must complete a Claim Form.

You can get a Claim Form on the Internet at www.YesToClassAction.com. Read the instructions carefully, and submit it online on or before [_____, 20__].

Alternatively, you may also submit your Claim Form by mailing it to the following address: [Yes To Class Action Administrator](#), P.O. Box _____, _____, _____. It must be postmarked no later than [_____, 20__].

You can also request that a claim form be sent to you by email or mail. Call toll-free 1-____-____-_____.

TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED NO LATER THAN [_____, 20__].

YOUR RIGHTS AND CHOICES – EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want to receive the Settlement Benefits from this Proposed Settlement, but you want to keep the right to sue Defendant, on your own, about the subject matter of this lawsuit, then you must take steps to get out of the Proposed Settlement. This is called excluding yourself – or is sometimes referred to as opting out of the Class.

8. How do I get out or exclude myself from the Proposed Settlement?

To exclude yourself from the Proposed Settlement, which is sometimes call “opting-out” of the Class, you must send a letter by mail saying that you want to be excluded from this lawsuit.

To exclude yourself from the Class, you must postmark a written Request for Exclusion to **Yes To Class Action Administrator**, P.O. Box [REDACTED], [REDACTED], [REDACTED]. The written Request for Exclusion must be postmarked no later than [REDACTED], 20 [REDACTED].

Your written Request for Exclusion must contain: (1) the name of this lawsuit, *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature.

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any Settlement Benefit, and you cannot object to the Proposed Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

9. If I don’t exclude myself, can I sue Defendant for the same things later?

No. If you do not properly and timely submit a written Request for Exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you exclude yourself, you give up the right to sue Defendant for the facts and claims that this Proposed Settlement resolves, and you will be bound by the terms of this Proposed Settlement. If you have a pending lawsuit against Defendant, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked by [REDACTED], 20 [REDACTED].

10. If I exclude myself, can I get the Settlement Benefits from this Proposed Settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

YOUR RIGHTS AND CHOICES – OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you do not agree with the Proposed Settlement or some part of it.

11. How do I tell the Court that I don’t like the Proposed Settlement?

If you are a Class Member, you can object to the Proposed Settlement if you do not like any part of it, including the proposed plan to reimburse Class Members, Class Counsel’s fee award, or the Class Representative incentive award. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter that contains the following:

- Your name, current address and telephone number, or your lawyer’s name, address and telephone number if you are objecting through counsel;

Questions? Visit www.YesToClassAction.com

- The name of the lawsuit, *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS;
- A statement of your objections and the reasons for each objection you make, including the facts supporting your objection and the legal grounds on which your objection is based;
- A list of any documents you may give the Court to support your objection, if any;
- A list of legal authorities you want the Court to consider;
- The names and addresses of any witness you want to call to testify, and a summary of the witnesses' expected testimony;
- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak;
- Documents sufficient to establish your membership in the Settlement Class, such as verification under oath as to the date and location of your purchase of a Settlement Class Product, or a Proof of Purchase; **and**
- Your signature (or your lawyer's signature).

To object, you must file a written objection with the Clerk of the Court for the Central District of California **no later than** [REDACTED], 20 [REDACTED]. The Clerk of the Court is located at:

Clerk of Court
U.S. District Court
Central District of California
First Street U.S. Courthouse
350 W 1st Street, Suite 4311
Los Angeles, CA 90012-4565

You must also send copies of your objection along with any supporting documents **that is received no later than** [REDACTED], 20 [REDACTED] to the following two addresses:

Counsel for the Class:
L. Timothy Fisher
Bursor & Fisher, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
E-Mail: ltfisher@bursor.com

Counsel for Defendant:
Jeffrey Goldman
Troutman Pepper Hamilton Sanders, LLP
Two California Plaza
350 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
Telephone: (213) 928-9800
E-Mail: jeffrey.goldman@troutman.com

If you object through a lawyer, you will have to pay for the lawyer yourself. Importantly, only Class Members who submit timely, written objections may voice their objections at the hearing.

12. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

YOUR RIGHTS AND CHOICES – APPEARING IN THE LAWSUIT

13. Can I appear or speak in this lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

14. How can I appear in this lawsuit?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you must include in your written objection that you plan to attend and/or speak at the Fairness Hearing.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will get no Settlement Benefit from this Proposed Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the subject matter of this lawsuit, ever again.

THE LAWYERS REPRESENTING YOU

16. How and when will the Court decide who is right?

The Court has appointed Bursor & Fisher, P.A., Golomb & Honik, and Milstein Jackson Fairchild & Wade LLP as legal counsel for the Class. Counsel for the Class are frequently referred to as “Class Counsel.” You will not be charged for these lawyers.

17. How will the lawyers be paid?

From the inception of the litigation in January 2020 to the date of the Proposed Settlement, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the Proposed Settlement, Class Counsel will also make a motion to the Court for an award of attorneys’ fees in a total amount not to exceed one-third of the Settlement Fund. Separately, Class Counsel will also seek payment from the Settlement Fund for their costs and expenses incurred during the course of the litigation. No matter what the Court decides with regard to the requested attorneys’ fees, costs and expenses, Class Members will never have to pay anything toward the fees or expenses of Class Counsel. Class

Counsel will seek final approval of the Proposed Settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

18. When and where will the Court decide whether to approve the Proposed Settlement?

The United States District Court for the Central District of California (the "Court") will hold a hearing (the "Fairness hearing") at First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565 on [REDACTED], 20 [REDACTED] to decide whether the settlement is fair, reasonable, and adequate and to determine the amount of attorneys' fees, costs and expenses, and incentive fee awards. If there are objections, the Court will consider them. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

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

FINAL SETTLEMENT APPROVAL

20. What is the effect of final settlement approval?

If the Court grants final approval of the Proposed Settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the allegations in the complaint filed in the Action or Defendant's marketing, advertising, selling, promoting or distributing of the Masks.

If the Proposed Settlement is not approved, the case will proceed as if no settlement had been attempted. If the Proposed Settlement is not approved and litigation resumes, then there can be no assurance that the Class will recover anything.

GETTING MORE INFORMATION

21. Are there more details about the Proposed Settlement?

Questions? Visit www.YesToClassAction.com

This Notice is only intended to provide a summary of the Proposed Settlement. You may obtain the complete text of the settlement at www.YesToClassAction.com, by writing to the Claims Administrator (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Central District of California, First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565.

Visit the website, at www.YesToClassAction.com, where you will find the Plaintiffs' Complaint, Defendant's Answer, the Settlement Agreement and other documents related to the settlement and a Claim Form. You may also contact Class Counsel by email at info@bursor.com, or by writing to [Yes To Class Action Administrator](#), P.O. Box [REDACTED], [REDACTED], [REDACTED].

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

DATED: [REDACTED], 2021

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

EXHIBIT C

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA McCOY,
and JOSEY PARSONS AUGHTMAN, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 WHEREAS, Plaintiffs¹ in the action entitled *Whitfield.*, filed on January 24,
2 2020, in the U.S. District Court for the Central District of California and assigned
3 Case No. 2:20-cv-00763-AB-AS and Defendant have entered into a Stipulation of
4 Settlement, filed [REDACTED], after arms-length settlement discussions;

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

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

10 AND, WHEREAS, the Court has reviewed the Parties' application for such
11 order, and has found good cause for same.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

16 All persons in the United States who purchased or used the Yes To
17 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask. Excluded
18 from this definition are the Released Persons, any person or entity that
19 purchased the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn
20 Paper Mask for purposes of resale and not for his/her/its own
21 consumption (i.e., "Resellers"), and any judicial officer assigned to this
22 case.

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

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

1 Counsel; (e) predominance of common questions of fact and law among the Class
2 for purposes of settlement; and (f) superiority.

3 3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby
4 appoints the Plaintiffs in this action (Imani Whitfield, Shawanna McCoy, and Josey
5 Parsons Aughtman) as the Class Representatives.

6 4. Having considered the factors set forth in Federal Rule of Civil
7 Procedure 23(g)(1), the Court hereby appoints the law firms of Bursor & Fisher, P.A.,
8 Golomb & Honik, P.C., and Milstein Jackson Fairchild & Wade, LLP as Class
9 Counsel.

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

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

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

20 7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a
21 Final Approval Hearing on _____, 2021 at __ a.m./p.m., in the
22 Courtroom of the Honorable André Birotte, United States District Court for the
23 Central District of California, 350 West 1st Street, Los Angeles, California 90012,
24 Courtroom 7B, for the following purposes:

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

28

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

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

6 (d) considering the applications of Plaintiffs for class representative
7 service awards, as provided for under the Stipulation;

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

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

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

14 8. The Court may continue or adjourn the final approval hearing and later
15 reconvene such hearing without further notice to Class Members.

16 9. The Parties may further modify the Stipulation prior to the final
17 approval hearing so long as such modifications do not materially change the terms of
18 the settlement provided thereunder. The Court may approve the Stipulation with such
19 modifications as may be agreed to by the Parties, if appropriate, without further
20 notice to Class Members.

21 10. Plaintiffs' applications for attorneys' fees, costs and incentive awards
22 must be filed no later than 14 days before the deadline for Class Members to object,
23 opt out or make claims under the Stipulation. All further papers in support of the
24 settlement and any application for an award of attorneys' fees and expenses and/or
25 class representative incentive awards must be filed with the Court and served at least
26 seven days prior to the Final Approval Hearing.

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

28 11. The Court approves, as to form and content, the proposed Long Form

1 and Short Form Notice (collectively the “Notice”), which are Exhibits [REDACTED] and [REDACTED].
2 The Court further approves, as to form and content, the Claim Form attached as
3 Exhibit A to the Stipulation of Settlement.

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

9 13. The Court approves the designation of Heffler Claims Group to serve as
10 the Court-appointed Settlement Administrator for the settlement. The Settlement
11 Administrator shall cause the Publication Notice to be published, disseminate Class
12 Notice, and supervise and carry out the notice procedure, the processing of claims,
13 and other administrative functions, and shall respond to Class Member inquiries, as
14 set forth in the Stipulation and this Order under the direction and supervision of the
15 Court.

16 14. The Court directs the Settlement Administrator to establish a Settlement
17 Website, making available copies of this Order, Class Notice, Claim Forms that may
18 be downloaded and submitted online, by mail, or by facsimile, the Stipulation and all
19 Exhibits thereto, a toll-free hotline, and such other information as may be of
20 assistance to Settlement Class Members or required under the Stipulation. The Class
21 Notice and Claim Form shall be made available to Class Members through the
22 Settlement Website on the date notice is first published and continuously thereafter
23 through the termination of this action.

24 15. The Claim Administrator is ordered to complete publication of the
25 Publication Notice no later than 45 days after Preliminary Approval (the “Notice
26 Date”).

27 16. The costs of Notice, processing of claims of Settlement Class Members,
28 creating and maintaining the Settlement Website, and all other Claim Administrator

1 and Notice expenses shall be paid by Defendant Yes To, Inc. in accordance with the
2 applicable provisions of the Stipulation.

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

4 17. The Court approves the Parties' proposed Claim Form. Any Settlement
5 Class Member who wishes to participate in the settlement shall complete a Claim
6 Form in accordance with the instructions contained therein and submit it to the Claim
7 Administrator within 120 days after the Notice Date. Such deadline may be further
8 extended without notice to the Class by written agreement of the Parties.

9 18. The Claim Administrator shall have the authority to accept or reject
10 claims in accordance with the Stipulation.

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

15 **E. Procedure for Requesting Exclusion from the Class**

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

19 21. Any person or entity falling within the definition of the Settlement Class
20 may, upon his, her or its request, be excluded from the Class. Any such person or
21 entity must submit a request for exclusion to the Clerk of the Court c/o the Class
22 Action Administrator, postmarked or delivered no later than 7 calendar days prior to
23 the date of the final approval hearing, the date for which will be specifically identified
24 in the Publication Notice and Class Notice. Requests for exclusion purportedly filed
25 on behalf of groups of persons/or entities are prohibited and will be deemed to be
26 void.

27 22. Any Settlement Class Member who does not send a signed request for
28 exclusion postmarked or delivered on or before the time period described above will

1 be deemed to be a Settlement Class Member for all purposes and will be bound by
2 all judgments and further orders of this Court related to the settlement of this action
3 and by the terms of the settlement, if finally approved by the Court. The written
4 request for exclusion must request exclusion from the Class, must be signed by the
5 potential Settlement Class Member and include a statement indicating that the person
6 or entity is a member of the Settlement Class. All persons or entities who submit
7 valid and timely requests for exclusion in the manner set forth in the Stipulation shall
8 have no rights under the Stipulation and shall not be bound by the Stipulation or the
9 Final Judgment and Order.

10 23. A list reflecting all requests for exclusion shall be filed with the Court
11 by Class Counsel at or before the Final Approval Hearing.

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

13 24. Any Class Member wishing to object to or oppose the approval of this
14 Settlement, the motion for the service award to Plaintiffs and/or the Fee and Cost
15 Applications shall submit to the Settlement Administrator a written objection and/or
16 request to be heard no later than 75 days after the Notice Date. Such communication
17 shall state the name and address of the Settlement Class Member, shall include
18 information sufficient to demonstrate membership in the Settlement Class, shall state
19 the grounds for each objection asserted, and shall state whether the Settlement Class
20 Member intends to appear at the final approval hearing. Any Class Member who
21 fails to timely file and serve a written Objection containing all of the requisite
22 information shall not be permitted to object to the Settlement and shall be foreclosed
23 from seeking any review of the Settlement or the terms of the Agreement by any
24 means, including but not limited to an appeal.

25 25. The Settlement Administrator shall forward the Objection and all
26 supporting documentation to Class Counsel and Counsel for Defendants.

27 26. A Class Member who objects to the settlement may also submit a Claim
28 Form on or before the deadline to do so, which shall be processed in the same way

1 as all other Claim Forms. A Class Member shall not be entitled to an extension to the
2 deadline to submit a Claim Form merely because the Class Member has also
3 submitted an objection.

4 27. Class Counsel will file with the Court their briefs in support of Final
5 Approval, the requested service awards for Plaintiffs and an application for attorneys'
6 fees and costs no later than twenty-one (21) days before the deadline for Class
7 Members to object to the Settlement.

8 28. Class Counsel and/or Defendants have the right, but not the obligation,
9 to respond to any objection no later than seven (7) days prior to the Final Approval
10 Hearing. The party so responding shall file a copy of the response with the Court,
11 and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting
12 member of the Class or to the individually-hired attorney for the objecting member
13 of the Settlement Class; to Class Counsel; and to Defendants' Counsel.

14 IT IS SO ORDERED

15
16 DATED: _____

17 THE HONORABLE ANDRÉ BIROTTE
18 UNITED STATES DISTRICT JUDGE

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EXHIBIT D

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA McCOY,
and JOSEY PARSONS AUGHTMAN, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

[PROPOSED] ORDER SETTLEMENT
ORDER AND JUDGMENT

1 IT IS HEREBY ADJUDGED AND DECREED THAT:

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

8 2. The Court has jurisdiction over the subject matter of this action and all
9 Parties to the action, including all Settlement Class Members who do not timely
10 exclude themselves from the Class. The list of excluded Class Members was filed
11 with the Court on _____ and is attached as **Exhibit B**.

12 3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court hereby
13 certifies the following Settlement Class:

14 All persons in the United States who purchased or used the Yes To
15 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask.
16 Excluded from this definition are the Released Persons, any person
17 or entity that purchased the Yes To Grapefruit Vitamin C Glow-
18 Boosting Unicorn Paper Mask for purposes of resale and not for
19 his/her/its own consumption (i.e., “Resellers”), and any judicial
20 officer assigned to this case.

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

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

26 (a) Pursuant to Federal Rule of Civil Procedure 23(a), Imani
27 Whitfield, Shawanna McCoy, and Josey Parsons-Aughtman are members of the
28 Settlement Class, their claims are typical of the Settlement Class, and they fairly and
adequately protected the interests of the Settlement Class throughout the proceedings

1 in the Action. Accordingly, the Court hereby appoints Ms. Whitfield, Ms. McCoy,
2 and Ms. Parsons-Aughtman as class representatives;

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

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

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

21 7. The Court directed that notice be given to Class members by publication
22 and other means pursuant to the notice program proposed by the Parties in the
23 Stipulation and approved by the Court. (Dkt. ____ ¶¶ ____.) The declaration from
24 Heffler Claims Group, attesting to the dissemination of the notice to the Class,
25 demonstrates compliance with this Court's Preliminary Approval Order, Dkt. ____.
26 The Class Notice advised Settlement Class members of the terms of the settlement;
27 the date, time, and location of the final approval hearing and their right to appear at
28 such hearing; their rights to remain in or opt out of the Settlement Class and to object

1 to the settlement; the procedures for exercising such rights; and the binding effect of
2 this Judgment, whether favorable or unfavorable, to the Settlement Class.

3 8. The distribution of the notice to the Settlement Class constituted the best
4 notice practicable under the circumstances, and fully satisfied the requirements of
5 Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C.
6 §1715, and any other applicable law.

7 9. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds
8 after a hearing and based upon all submissions of the Parties and other persons that
9 the settlement proposed by the Parties is fair, reasonable, and adequate. The terms
10 and provisions of the Stipulation are the product of arms-length negotiations
11 conducted in good faith and with the assistance of an experienced mediator, Jill
12 Sperber. The Court has considered any timely objections to the Settlement and finds
13 that such objections are without merit and should be overruled. Approval of the
14 Stipulation will result in substantial savings of time, money and effort to the Court
15 and the Parties, and will further the interests of justice.

16 10. Upon the Final Settlement Approval Date, the named Plaintiffs and each
17 Class Member other than those listed on Exhibit B shall be deemed to have, and by
18 operation of this Final Settlement Order and Judgment shall have released, waived
19 and discharged with prejudice Defendant from any and all claims, demands, actions,
20 causes of action, lawsuits, arbitrations, damages, or liabilities whether legal,
21 equitable, or otherwise, relating in any way to the claims asserted or the factual or
22 legal allegations made in the Action, including without limitation the purchase or use
23 of the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask at any time
24 (the “Released Claims”).

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

27 12. The Class Representatives in this action initiated their respective
28 lawsuits, acted to protect the Class, and assisted their counsel. Their efforts have

1 produced the Stipulation entered into in good faith that provides a fair, reasonable,
2 adequate and certain result for the Class. Each of the three Class Representatives are
3 entitled to a service award of \$5,000. Class Counsel is entitled to reasonable
4 attorneys' fees, which the Court finds to be \$ _____, and expenses in the amount
5 of \$ _____. The Settlement Notice and Other Administrative Costs may be paid
6 from the Settlement Fund, in accordance with the terms set forth in the Stipulation.

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

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

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

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

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IT IS SO ORDERED.

DATED: _____

THE HONORABLE ANDRE BIROTTE
UNITED STATES DISTRICT JUDGE

EXHIBIT E

LEGAL NOTICE

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You May Benefit From A Proposed Class Action Settlement

Whitfield v. Yes To, Inc., Case No. 2:20-cv-00763-AB-AS

WHAT IS THIS NOTICE ABOUT?

A Proposed Settlement has been reached in a class action lawsuit in the United States District Court, Central District of California, (the “Action”) that may affect your rights. Purchasers and users of Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks (the “Masks”) have sued their manufacturer, Yes To, Inc. (“Yes To”), alleging that that the Masks cause irritation, redness, and a burning sensation. Yes To denies this claim. The Court has not ruled in favor of Plaintiffs or Yes To. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.

AM I A MEMBER OF THE CLASS?

The class is defined as all persons who purchased or used the Masks in the United States at any time.

WHAT DOES THE SETTLEMENT PROVIDE?

Subject to Court approval, the parties have agreed to a Settlement under which Yes To will pay \$750,000 in cash. You may submit a claim for a cash payment of the \$3 average retail price for each of the Masks you purchased or used during the class period. Claims for Products purchased or used during the class period will be paid without requiring proof of purchase. The claim amount may be subject to pro rata increase or decrease depending on the number of claims submitted.

WHAT ARE MY RIGHTS?

You have a choice of whether to stay in the Class or not, and you must decide this now. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won’t be able to sue, or continue to sue, Yes To as part of any other lawsuit involving the same facts or claims that are in this lawsuit. This is true even if you do nothing by not submitting a claim.

1. You Can Accept the Settlement. Class Members who wish to receive Settlement Benefits **must** submit claims by [DATE]. You can get a Claim Form on the Internet at www.YesToClassAction.com. Read the instructions carefully, fill out the form, and submit it online on or before [DATE]. Alternatively, you may also submit a Claim Form by mailing it to the following address: [ADDRESS]. It must be postmarked no later than [DATE]. If you fail to submit a timely Claim Form and do not exclude yourself from the Settlement, then you will be bound by the Settlement but will not receive any Settlement Benefits.

2. You Can Object to the Settlement. If you believe the Settlement is unsatisfactory, you may file a written objection with the Clerk of the Court for the Central District of California and send copies to the following Counsel representing the Class and Yes To:

Plaintiffs’ Counsel

L. Timothy Fisher
Bursor & Fisher, P.A.
1990 North California
Blvd., Suite 940
Walnut Creek, CA
94596

Yes To’s Counsel

Jeffrey Goldman
Troutman Pepper Hamilton
Sanders, LLP
Two California Plaza
350 South Grand Avenue, Suite
3400
Los Angeles, CA 90071
Telephone: (213) 928-9800
E-Mail:
jeffrey.goldman@troutman.com

3. You Can “Opt Out” of the Settlement. If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get any Settlement Benefits from the Proposed Settlement. You will also be responsible for any attorney’s fees and costs you incur if you choose to pursue your own lawsuit. Such notice shall include your name, current address, signature, and a statement that you want to be excluded from *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS, no later than [DATE]. Send the written notice to [ADDRESS].

THE FAIRNESS HEARING

On [REDACTED], 2021, at [REDACTED], the Court will hold a hearing in the United States District Court for the Central District of California to determine: (1) whether the Proposed Settlement is fair, reasonable, and adequate and should receive final approval; and (2) whether the application for Plaintiffs’ attorneys’ fees of up to one-third of the total \$750,000 settlement fund, plus reimbursement of out-of-pocket expenses, should be granted. Objections to the Proposed Settlement by Class Members will be considered by the Court, but only if such objections are filed in writing with the Court and sent to Plaintiffs’ and Yes To’s counsel by [REDACTED], 2021] as explained above. Class Members who support the Proposed Settlement do not need to appear at the hearing or take any other action to indicate their approval. You may hire your own lawyer to appear in Court for you if you wish; however, if you do, you will be responsible for paying that lawyer on your behalf.

HOW CAN I GET MORE INFORMATION?

If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit the website at www.YesToClassAction.com. You may also contact Class Counsel by email at info@bursor.com, or by writing to: [ADDRESS].

By order of the United States District Court for the Central District.

EXHIBIT F

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CONFIDENTIAL SETTLEMENT COMMUNICATION - SUBJECT TO RULE 408

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

IMANI WHITFIELD, SHAWANNA
MCCOY, JOSEY PARSONS
AUGHTMAN, individually and on
behalf of all other similarly situated,

Plaintiffs,

vs.

YES TO, INC.

Defendant.

Case No. 2:20-cv-00763

**STIPULATION REGARDING
UNDERTAKING RE:
ATTORNEYS' FEES AND COSTS**

WHEREAS, _____ (the "Firm") desires to give an undertaking (the "Undertaking") for repayment of their award of attorney fees and costs, approved by the Court, and

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

NOW, THEREFORE, each of the undersigned, on behalf of themselves as individuals and as agents for their law firm, hereby submit themselves and their respective law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the

1 Settlement Agreement.

2 By receiving any payments pursuant to the Settlement Agreement, the Firm
3 and its shareholders, members, and/or partners submit to the jurisdiction of the
4 United States District Court for the Central District of California for the
5 enforcement of any and all disputes relating to or arising out of the reimbursement
6 obligation set forth herein and the Settlement Agreement.

7 The Firm and its shareholders, members, and/or partners are jointly and
8 severally liable for any obligations for any repayment of any and all money and
9 other funds which are paid to their respective firms, pursuant to this Undertaking.

10 In the event that the Final Approval Order and Judgment or any part of it is
11 vacated, overturned, reversed, or rendered void as a result of an appeal, or the
12 Settlement Agreement is voided, rescinded, or otherwise terminated for any other
13 reason, the Firm shall, within twenty (20) business days repay to Yes To, Inc. the
14 full amount of the attorneys' fees, costs and expenses paid to the Firm pursuant to
15 the Order granting the motion for attorney fees, and/or paid pursuant to the Final
16 Approval Order, plus accrued interest at the same net rate as is earned by judgments
17 entered by federal courts.

18 In the event the attorney fees and costs awarded by the Court or any part of
19 them are vacated, modified, reversed, or rendered void as a result of an appeal, the
20 Firm shall within twenty (20) business days repay to the Settlement Fund the
21 amount of the reduction applicable to that law firm's or attorney's portion of the
22 Fee Award, plus accrued interest at the same net rate as is earned by judgments
23 entered by federal courts.

24 This Undertaking and all obligations set forth herein shall expire upon
25 finality of the Final Approval Order and Judgment. The Final Approval Order and
26 Judgment will be final at the later of, 1) 31 days after entry of Judgment if no
27 Notice of Appeal is filed, or 2) after all appeals are exhausted and the Order and/or
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1 Judgment are affirmed, with no further rights of appeal.

2 In the event the Firm fails to make a repayment required under this
3 Undertaking, the Court shall, upon application of Yes To, Inc., and notice to the
4 Firm, summarily issue orders, including but not limited to judgments and
5 attachment orders against any Person and/or entity jointly and severally liable
6 pursuant to this Undertaking, and may make appropriate findings for sanctions for
7 contempt of court.

8 The undersigned stipulate, warrant, and represent that they have both actual
9 and apparent authority to enter into this stipulation, agreement, and undertaking on
10 behalf of the Firm.

11 This Undertaking may be executed in one or more counterparts, each of
12 which shall be deemed an original but all of which together shall constitute one and
13 the same instrument. Signatures by facsimile shall be as effective as original
14 signatures.

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

18 IT IS SO STIPULATED:

19 DATED: _____, 2021

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21 _____
22 By: _____, individually and
23 on behalf of the Firm
24 _____

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EXHIBIT 2

1835 MARKET STREET
SUITE 2900
PHILADELPHIA, PA 19103
WWW.GOLOMBHONIK.COM



GOLOMB & HONIK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ABOUT OUR FIRM

Golomb & Honik, P.C. is a boutique firm located in the heart of Center City, Philadelphia.

PRACTICE AREAS

Our law firm is nationally recognized as having the intellect, persistence, experience and resources to succeed in the most challenging cases.

We serve clients nationwide in various practice areas that include:

- Class Action
- Commercial/Consumer Litigation
- Toxic, Environmental and Pharmaceutical Litigation
- Mass Tort Litigation
- Personal Injury
- Medical Malpractice

SUCCESS IN THE MOST DIFFICULT CASES

For Over 25 years, Golomb & Honik has established an unmatched reputation for successfully representing those victimized by chemical and other environmental exposures, insurance or corporate wrongdoing, complex consumer class actions and commercial transactions, medical malpractice and significant highway and construction accidents. Many of our greatest successes have come from cases that other firms declined to handle because of the complexity or expense. With experience ranging from challenging environmental cases involving chemicals and other toxins, to the most difficult class action and medical cases, our team has the intellect, persistence, experience, and resources to produce unmatched results.

Other lawyers turn to Golomb & Honik with their most important cases. Referrals are a pillar of our practice. Leading attorneys across the nation refer their complex class actions and toxic exposure cases to us – and governmental agencies hire us to represent them against corporate wrongdoers in consumer and environmental matters.

A FOCUSED TEAM

At Golomb & Honik we take a hands-on approach. Every representation undertaken by the firm receives the highest degree of attention, resources, and skill. Our boutique size means that we are selective in what we accept and that every client receives the personalized attention of a senior partner.

The lawyers at Golomb & Honik are very active in professional and charitable organizations; our partners have earned leadership positions in regional and national trial bars and professional associations. We regularly instruct other professionals through continuing legal education and undertake pro bono work ranging from the representation of 9/11 victims to assisting local underprivileged clients through Volunteers for the Indigent Program.

PARTNER PROFILES

RICHARD M. GOLOMB

Mr. Golomb is managing shareholder and a founding partner of Golomb & Honik, P.C. He has more than thirty-five years of experience representing those who have been catastrophically injured as a result of medical negligence, defective products, dangerous drugs, construction accidents and other personal injury claims. He also represents victims of consumer, banking and mortgage fraud in class actions. For the past fifteen years he has represented victims of environmental exposures and wronged consumers in class action litigation.

Early in his career, Mr. Golomb was an associate, and then shareholder, with a Philadelphia catastrophic injury firm for eleven years before striking out on his own in 1996. Since 1998, Mr. Golomb has been a shareholder in Golomb & Honik, P.C. where he has served as lead or co-counsel in more than 100 cases which resulted in million and multi-million dollar verdicts and settlements for clients in individual and class action claims.

Mr. Golomb has served in leadership in more than a dozen multi-district litigations in pharmaceutical, consumer class actions and anti-trust matters. As examples, Mr. Golomb has served on the Bank Overdraft MDL executive committee which, to date, has recovered more than \$1.3 billion dollars for consumers charged excessive overdraft fees through the re-sequencing of their transactions and as liaison counsel in the Benicar MDL which settled for \$358. He has also served as co-lead in a number of class actions against most of the major national banks for the deceptive sales and marketing of their payment protection products. To date, through these class actions and representation of various states through their Attorneys General, banks and credit card companies have been made to pay over \$200 million. Additionally, Mr. Golomb currently serves in leadership positions in a number of MDL's and coordinated matters representing individuals in pharmaceutical mass tort cases, and represents more than 300 women who have been diagnosed with ovarian cancer as a result of their perineal use of talcum powder.

An active member of the bar, Mr. Golomb has served as president of the Philadelphia Trial Lawyers Association and as an elected member of the executive board of the Philadelphia Bar Association. He also served as an officer of the American Association for Justice for three years. As a governor for the American Association for Justice, Mr. Golomb was twice recognized with the Distinguished Service Award and is a three-time recipient of the Weidemann-Wysocki Association's Medal of Honor. He was also awarded the Citation of Excellence by the American Association for Justice for his pro bono service in representing families victimized by the events of Sept. 11, 2001 and was a finalist in AAJ's Trial Lawyer of the Year.

Mr. Golomb was honored by the Pennsylvania Association for Justice with the Distinguished Service Award in 2010 for a career advocating for the rights of innocent victims and the lawyers who represent them. He has also served as a trustee of the Civil Justice Foundation, a fellow of the Roscoe Pound institute, as the American Association for Justice's delegate to the Civil Justice Roundtable.

Additionally, Mr. Golomb served as an elected member of the Board of Governors of the Philadelphia Bar Association and as the chairman of that body's state Civil Committee. He served two terms as a hearing officer for the Pennsylvania Supreme Court Disciplinary Board and was a member of the Judicial Selection and Retention Committee for five years.

Mr. Golomb is a frequent lecturer and author who addresses trial advocacy subjects for the plaintiffs' and defense bar in areas such as expert witness preparation, evidence, cross-examination and ethics.

KENNETH J. GRUNFELD

Ken joined Golomb & Honik in January 2010 after many years defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working at one of Philadelphia's largest and most prestigious defense firms. As a result he brings with him a unique perspective and a wealth of trial and appellate work experience in both state and federal courts. In January 2012, Mr. Grunfeld became a partner with Golomb & Honik.

Today his practice focuses on representing consumers and payors in class actions against pharmaceutical manufacturers, financial institutions like banks, credits card companies and insurers, consumer electronics companies and other national corporate defendants. He also represents injured people, shareholders, State Attorneys General and the U.S. Attorney General's Office. He has been named by Super Lawyers as a Pennsylvania Rising Star and as a Super Lawyer numerous times throughout his career and was a named as a Finalist for American Association for Justice's prestigious Trial Lawyer of the Year Award in 2012.

ANDREW R. SPIRT

Andrew R. Spirt joined Golomb & Honik, P.C. in 2005 and has handled a wide variety of personal injury and civil matters during his tenure. In January 2013, Mr. Spirt became a partner of the firm.

Through more than 20 years of practice, Mr. Spirt has successfully secured substantial settlements and jury verdicts in Pennsylvania and New Jersey in cases involving medical negligence, motor vehicle accidents and premises liability. Prior to joining Golomb & Honik, he practiced for many years in the Philadelphia area where he handled catastrophic personal injury litigation, as well as a wide variety of complex commercial litigation cases.

Mr. Spirt graduated from American University in 1990 and Texas Wesleyan School of Law in 1994. He is licensed to practice in PA and NJ and, is a member of the Philadelphia Trial Lawyers Association.

ASSOCIATE PROFILES

BENJAMIN ISSER

Ben Isser is an associate with Golomb & Honik, P.C. Prior to joining the firm, Mr. Isser served as a law clerk at Kline & Specter, P.C., where he worked extensively on mass tort litigation and personal injury claims.

Mr. Isser earned his law degree from Drexel University's Thomas R. Kline School of Law, where he served as an associate editor of the Drexel Law Review. While on law review, Mr. Isser co-authored an article examining the current state of work product protection between attorneys and experts in light of the Pennsylvania Supreme Court's decision in *Barrick v. Holy Spirit Hospital*. Mr. Isser also received the CALI award for highest grade point average in his first-year torts class and was subsequently selected to serve as a Dean's Scholar, where he provided supplemental instruction to first year torts students. Mr. Isser is currently licensed to practice law in Pennsylvania and New Jersey.

DAVID ROSENFELD

David Rosenfeld is an associate with Golomb & Honik, P.C. Prior to joining the firm as an associate, Mr. Rosenfeld served as a law clerk at Golomb & Honik, P.C., working extensively on mass tort litigation, medical malpractice claims, and personal injury claims.

Mr. Rosenfeld earned his undergraduate degree from Franklin & Marshall College and his law degree from Temple University's Beasley School of Law, where he was selected as a Law Faculty Scholar. While at Temple's Beasley School of Law, Mr. Rosenfeld was chosen to be a member of the ABA's Third Circuit Media Alert Project. As a member, he crafted detailed summaries of precedential cases decided by the Third Circuit Court of Appeals to be published by the American Bar Association informing regional attorneys of the ramifications of recent decisions. Mr. Rosenfeld also captained and competed with Temple University's Phillip C. Jessup International Moot Court Team. During his time at Temple's Beasley School of Law, Mr. Rosenfeld twice received the Outstanding Oral Advocate distinction.

SUPPORT STAFF

While our clients always get hands-on attention from our attorneys. At Golomb & Honik, we understand that it takes a motivated and cohesive team to manage complex cases. Our support staff is comprised of law clerks, paralegals and secretaries that have more than 20 years of legal experience specializing in the areas of class action, mass tort, personal injury and medical malpractice litigation.

CASE HIGHLIGHTS

Golomb & Honik has a well-earned reputation for litigating some of the most complex mass tort, class action and individual cases in the United States.

CLASS ACTION & ATTORNEY GENERAL EXPERIENCE

CREDIT CARD PAYMENT PROTECTION

Golomb & Honik led a collaboration of firms bringing dozens of class action complaints filed in federal courts across the country against credit card companies regarding “Payment Protection Plans”, an add-on product of virtually no value wrongfully marketed and sold to unsuspecting credit card holders. Golomb & Honik also serves as Deputy Attorney General to a number of state’s Attorneys General bringing actions on behalf of their citizens against credit card companies regarding Payment Protection and other protection-type products. Nationwide settlements have been reached in actions arising out of their deceptive conduct in the marketing and sales practices, which have resulted in over \$200 million in settlements for class members and States combined.

REWARD POINTS CLASS ACTION

Golomb & Honik has successfully settled a nationwide class action against a major credit card issuing bank regarding its wrongful practice of closing customers’ accounts and taking their earned rewards points without providing any compensation for those points. Credit card companies that advertise reward points as assets having real value that do not expire cannot claim that those reward points have been “forfeited” after the company decides to terminate a customers’ account for any reason, or for no reason at all. Lawyers at Golomb & Honik were able to negotiate a class-wide settlement such that these customers would be compensated for the reward points taken from them.

INMATE DEBIT CARD CLASS ACTION

Golomb & Honik represents multiple classes of federal inmate releasees against leading banks that issue debit cards on which the releasees were forced to receive their funds upon release. The debit cards were subject to a variety of inadequately disclosed or excessive fees, which cost releasees hundreds of thousands of dollars simply to access their own money. Golomb & Honik successfully negotiated class-wide settlements on behalf of all releasees that resulted in complete refunds of all fees that had been unfairly levied from releasees’ debit card accounts in the United States.

ANGIE’S LIST CLASS ACTION

Golomb & Honik successfully settled a nationwide class action on behalf of consumers who were paying members of Angie’s List, a company that permits members to read and publish online reviews and ratings of local businesses and contractors. Angie’s List claimed that “businesses don’t pay” to be on Angie’s List, without adequately disclosing that businesses pay substantial sums which could affect search results. Golomb & Honik negotiated a nationwide settlement that resulted in monetary relief, free membership benefits, and disclosure changes.

DISABILITY INSURANCE CLASS ACTION

Golomb & Honik brought a number of class action complaints filed in over a dozen federal courts across the country against a collection of insurers, brokers and underwriters that offered a group disability accident insurance product that virtually never paid benefits. Plaintiffs' alleged that the product was "jackpot" insurance framed as legitimate disability insurance that never was, and never could have been, approved by various states' Departments of Insurance, because the defendants were selling the product to an illegally formed group that they themselves created. After years of hard fought litigation, Golomb & Honik, the Defendants agreed to pay \$15 Million to settle the matter.

BANK OVERDRAFT LITIGATION

Golomb & Honik has brought a number of class action complaints filed in state and federal courts against state and national banks that have wrongfully employed unfair and illegal business practices in charging overdraft fees to dramatically increase the likelihood customers using debit, ATM, or check cards will overdraw their accounts and be assessed fees. We are also proud to serve on the Plaintiffs' Executive Committee in *In Re: Checking Account Overdraft Litigation, MDL No. 2036*, a coordinated, nationwide effort to bring to these banks to justice on behalf of millions of Americans that have paid billions of dollars in overdraft fees to banks. In the first overdraft case litigated, a judge ordered Wells Fargo to pay over \$200 million to a class of injured California bank customers. Bank of America alone has agreed to settle with a nationwide class of plaintiffs for \$410 million, and the total recovery for consumers in the MDL is now over \$1 billion.

FEDERAL EXPRESS CLASS ACTION

Golomb & Honik sued Federal Express in the United States District Court for the Middle District of Florida on behalf of over 200 truckers over wrongfully-terminated hauling contracts. Despite an express clause in the contracts, Federal Express failed to provide the truckers with proper notice of termination.

TAX PREPARATION LITIGATION

Golomb & Honik has brought multiple class action cases against national tax preparation companies regarding their marketing and selling of various illegal products. Often these products are sold in direct violation of a number of states' laws specifically enacted to regulate this type of practice and to protect the rights of taxpayers. These cases resulted in a favorable nationwide settlement on behalf of the Class.

TAKATA AIRBAG RECALL

Golomb & Honik is part of a nationwide team that has successfully settled cases involving the largest automotive recall in history in class actions involving defective Takata airbags found in millions of vehicles manufactured by Honda, BMW, Chrysler, Daimler Trucks, Ford, General Motors, Mazda, Mitsubishi, Nissan, Subaru, and Toyota. Lawyers at Golomb & Honik represented car owners that have been compensated as a result of the defective Takata airbags found in their vehicles.

PROPERTY AND LIFE INSURANCE FRAUD

Golomb & Honik have brought class actions against property and life insurance companies nationwide regarding premium increases and failure to provide coverage under clear policy terms. As a result of our efforts, tens of thousands of insureds have recovered money for damages they have suffered at the hands of their own insurance carriers.

EMPLOYMENT LAW

We handle employment cases on a class-wide basis. Situations that may be addressed in this area include minimum wage and overtime pay, unfair labor practices, all types of discrimination, employee benefits, and whistleblower claims. We also handle cases involving the violation of the Fair Labor Standards Act (FLSA). FLSA cases are brought on behalf of clients whose job title is misclassified by their employers so that employees are not compensated for overtime worked.

SALES TAX OVERCHARGE

Merchants are under strict duties to correctly charge sales tax to their customers. Golomb & Honik has successfully litigated class actions against retail merchants for charging too much sales tax on coupon or discounted items. These cases are evident on the customers' receipts. Merchants may be liable to customers for hundreds of thousands of dollars of overcharged sales tax regardless of whether the money is remitted to appropriate taxing authorities.

DATA BREACH AND PRIVACY CASES

Data breach lawsuits are highly public and result in significant losses to individuals. Lawyers at Golomb & Honik have extensive experience working on privacy and data breach cases on behalf of various plaintiff classes. The firm has served as lead class counsel on behalf of customers whose personally identifiable information has been stolen as well as on behalf of financial institutions that suffered losses as a result of merchants' failures to adequately safeguard customers' information. The firm has also brought actions against technology companies for violating federal and state laws prohibiting wiretapping.

TCPA JUNK FAX CASES

Our firm has experience helping clients defend themselves against junk faxers. In seeking to put an end to spammers disrupting the lives of individuals and small businesses, we aggressively litigate in the field of Telephone Consumer Protection Act (TCPA) law. We also bring cases involving robocalls and spam texts.

MERCHANT PAYMENT PROCESSING

Golomb & Honik have brought class actions against companies that offer payment processing services to small and mid-sized businesses. These companies provide hardware and software that allows small and mid-sized businesses to accept payment cards from customers. Payment processors, equipment leasers and independent sales organizations (ISOs) employ aggressive, misleading and often illegal sales techniques to convince businesses to process payment card transactions on their network.

PREDATORY OR ILLEGAL LENDING PRACTICES

Predatory lending is the practice of convincing borrowers to agree to unfair and abusive loan terms. These can include arranging for loans with very high interest rates or other loan costs, inflated appraisal values and loan amounts, hidden charges and fees, and other unfair or deceptive terms or conditions that result in the consumer paying too much for a loan, losing equity in the property, or losing the property itself. Golomb & Honik have successfully litigated class actions against lenders that engage in various illegal schemes.

ANTITRUST / UNFAIR COMPETITION

We handle claims involving violations of federal and state antitrust/competition laws. We are currently involved in cases alleging a wide array of anticompetitive conduct, including illegal tying, exclusive dealing, monopolization, and price fixing.

PRESQUE ISLE COLON AND RECTAL SURGERY V. HIGHMARK HEALTH

Golomb & Honik is lead counsel for a class of independent healthcare providers and practices who were unfairly subjected to predatory, anticompetitive reimbursements from and other conduct by Highmark Health, the largest health insurer in Western Pennsylvania. After two years of extensive briefing and litigation, Golomb & Honik successfully negotiated a class-wide settlement for monetary and non-monetary relief.

MISLABELING / FALSE ADVERTISING

The Lanham Act permits businesses to sue other businesses that engage in false advertising and other forms of unfair competition. Golomb & Honik represents a spring water extractor in a federal lawsuit against his direct and indirect competitors who are alleged to mislabel and pass-off well water as true spring water.

RETAIL ADVERTISING/PRICING

Brick-and-mortar as well as internet retailers sometimes entice consumers with advertisements or pricing offers, but then do not honor those ads or offers later. Golomb & Honik has successfully represented many individual consumers in class action lawsuits against large, national retailers for unfair and deceptive advertising and pricing.

1-800 CONTACTS

A government investigation revealed that 1-800 Contacts, the nation's leading supplier of contact lenses, wrongfully suppressed competition by forcing competitors to restrict their online advertising so that consumers were more likely to go on to 1-800 Contacts' webpage to buy contact lenses than competitors' webpages. A series of nationwide class actions challenge this conduct under the federal antitrust laws, and analogous state laws. Golomb & Honik serves on the Plaintiffs' Steering Committee in this multi-lawsuit action consolidated in the United States District Court for the District of Utah.

ENERGY SUPPLY LITIGATION

Golomb & Honik has successfully brought multiple class action cases against electricity or natural gas suppliers who engage in fraudulent advertising, pricing, and other practices that unfairly increase customers' energy bills or fees.

**STERLING FINANCIAL CORPORATION SECURITIES
CLASS ACTION**

Golomb & Honik facilitated settlement of a multimillion dollar matter on behalf of thousands of investors who were injured as a result of alleged violations of federal law. In the summer of 2009, the United States District Court for the Eastern District of Pennsylvania created a \$10.25 million settlement fund for the benefit of those investors who acquired stock from 2004 through 2007 at allegedly inflated prices. It was estimated that \$13.5 million shares were damaged as a result of fraud

RICO CLASS ACTION – NATIONAL VOCATIONAL TRAINING SCHOOL

Golomb & Honik represented current and former students who sued a national vocational school, alleging that they had been fraudulently misled as to the education they would receive. Golomb & Honik served as co-lead counsel in this groundbreaking consumer class action in which plaintiffs and absent national class members sought education from a publicly traded corporation in the field of diagnostic medical sonography. Golomb & Honik succeeded in demonstrating the chain of schools fraudulently misrepresented the nature of the ultrasound program and otherwise failed to provide the education represented. Students received federally guaranteed student loans but were largely unable to obtain promised jobs in their area of study. The school had no meaningful admissions criteria and often hired unqualified administrative and educational personnel. Field placements did not materialize, and students were unprepared to take qualifying exams. Students were stuck with loan repayments for which they received little or nothing in return. In approving certification of the class, and later the class settlement, the United States District Court said of counsel representing plaintiffs that “[t]he skill of each of these attorneys is reflected both in settlement and in the aggressive manner in which they pursued this litigation from start to finish.” *Cullen*, 197 F.R.D. at 149. The Court noted in conclusion, “the highly skilled class counsel provided excellent representation both for named plaintiffs and absent class members.” *Id.* The class settlement of \$7.3 million was the largest common fund of its kind.

PHARMACEUTICAL EXPERIENCE

Golomb & Honik serves in leadership positions in several Multidistrict Litigation (MDL) cases and is instrumental in coordinating matters while representing individuals in pharmaceutical cases. Our

Pharmaceutical Litigation experience includes:

TALCUM-BASED PRODUCTS MASS TORT LITIGATION

Golomb & Honik represents women across the country who have been diagnosed with ovarian cancer caused by their long-term use of talcum powder for feminine hygiene. Since the 1980's, studies have showed a positive relationship between talcum powder and ovarian cancer. Evidence presented in court has shown that the maker of popular talc-based powders knew of the risk of ovarian cancer, but failed to warn women using these products. Golomb & Honik is at the forefront of this important litigation and has been appointed to the Plaintiffs' Executive Committee in this multidistrict litigation pending the United States District Court of New Jersey and serves as co-lead counsel in the State Court litigation pending in New Jersey.

BENICAR LITIGATION

Golomb & Honik currently represents individuals who suffered severe gastrointestinal problems, including chronic diarrhea, nausea, significant weight loss and a rare condition called Sprue-Like Enteropathy, from their use of Benicar, a blood pressure medication. Plaintiffs have alleged that the manufacturer knew or should have known of the risk of gastrointestinal problems, but the company failed to warn patients of the risks. In this multidistrict litigation, which is currently pending in the United States District Court for the District of New Jersey, Mr. Golomb has been appointed by the Court as Liaison Counsel and is an Executive Committee member for the Plaintiffs.

MENINGITIS MASS TORT LITIGATION

In October 2012, a wide-spread outbreak of fungal meningitis made national headlines. The meningitis outbreak was traced to several lots of contaminated steroid injections produced at an unsterile compounding pharmacy in Framingham, Massachusetts. As a result, more than 70 people died and more than 700 individuals were diagnosed with fungal meningitis. Golomb & Honik took an active role in the litigation against the New England Compounding Center and other related entities. Mr. Golomb was appointed as Chair of the New Jersey Litigation by the Plaintiffs' Executive Committee. In addition, the firm served as co-chair of the American Association of Justice's Fungal Meningitis Litigation Group, which coordinates the efforts of lawyers handling these complex cases. In May 2015, a \$200 million settlement plan was approved that set aside funds for victims of the outbreak and their families.

TESTOSTERONE REPLACEMENT THERAPY (LOW T) LITIGATION

Golomb & Honik represents men from over a dozen different states who suffered a cardiac event while taking a testosterone replacement drug. These drugs were falsely billed as a panacea for "Low T," a fictitious disease state concocted by the drug manufacturers. Each defendant manufacturer in this multidistrict litigation in the United States District Court for the Northern District of Illinois recently settled on a nationwide basis.

GRANUFLO MASS TORT LITIGATION

Golomb & Honik represented families throughout the United States whose loved ones suffered catastrophic heart injuries during or soon after receiving dialysis. Dialysis patients who were administered Granuflo and/or NaturaLyte (dialysate solution used to filter toxins from the blood), manufactured by Fresenius Medical Care, faced a serious risk of sudden cardiac arrest due Fresenius' failure to provide adequate warnings with their products. Golomb & Honik served on the Plaintiffs' Steering Committee in the MDL. Recently, Fresenius entered into a \$250 million settlement to resolve the litigation.

ADDERALL CLASS ACTION

Golomb & Honik served as co-lead counsel on behalf of classes of indirect-purchaser consumers who were overcharged for Adderall XR®, a prescription ADHD medication. The manufacturer of Adderall XR® entered into multiple anticompetitive agreements to delay entry of generic versions of its drug, which resulted in consumers paying higher prices for the branded medication than they would have paid had a generic version been available in the market. Multiple cases were filed across the country, and after years of hard-fought litigation, the matter was settled on a global, nationwide basis for \$14.75 million.

BUDEPRION XL MARKETING & SALES PRACTICE LITIGATION

Golomb & Honik brought a number of class action complaints filed in federal courts against the manufacturer and distributor of a generic version of a popular antidepressant medication under the Consumer Protection Laws of California and other states. We also serve as liaison counsel in an MDL proceeding in the United States District Court for the Eastern District of Pennsylvania. After United States District Judge Berle Schiller denied defendants' Motion to Dismiss based on the preemption defense and after plaintiffs fully briefed class certification, the parties reached a favorable settlement on behalf of the proposed class.

VALSARTAN LITIGATION

In the summer of 2018, the FDA announced the first of a series of recalls for valsartan, a common generic drug used to treat high blood pressure. The FDA's investigation has revealed valsartan manufactured by multiple companies was contaminated with one or more nitrosamines, which are established carcinogens. Evidence suggests this nitrosamine contamination may be linked to liver, stomach, colon, and other cancers. Our firm has been appointed by the Court to leadership positions in this multidistrict litigation pending in the United States District Court of New Jersey.

INTUNIV ANTITRUST LITIGATION

Our firm serves as co-counsel on behalf of consumers nationwide who were overcharged for Intuniv®, a medication prescribed to minors to treat attention deficit hyperactivity disorder (ADHD). The manufacturer of Intuniv® unfairly delayed entry of cheaper generic versions of the drug by entering into an anticompetitive agreement with the lead generic manufacturer. As a result, consumers paid far more for Intuniv® than they would have had a generic version been available earlier.

ENVIRONMENTAL & TOXIC EXPOSURE LITIGATION

From its inception, Golomb & Honik has represented a broad range of individuals, and classes of individuals and communities, in environmental and toxic exposure cases:

BERYLLIUM

Golomb & Honik has been a national leader in representing hundreds of individuals and communities exposed environmentally and occupationally to the toxin beryllium. Respiratory exposure causes an incurable granulomatous disease of the lung and produces disability and death. From out plant environmental exposures, to individual machinists grinding metallic and ceramic forms of the toxin, Golomb & Honik has successfully represented victims in Pennsylvania, New Jersey, Maryland, Georgia, Florida and Mississippi

SULFUR DIOXIDE/TRIOXIDE

Individual and class action litigation in the state courts of Pennsylvania, as well as Federal Bankruptcy Court, on behalf of oil refinery workers exposed to SO₂/3 with chronic Reactive Airways Disease.

DRINKING WATER

MTBE/Storage Tank & Spill Prevention Act litigation in the United States District Court for the Eastern District of Pennsylvania on behalf of a community of landowners suffering well water contamination.

LEAD PAINT

Golomb & Honik has represented dozens of lead poisoned children in Philadelphia as the result of lead based paint in substandard housing. In addition, Golomb & Honik served on the Plaintiffs' Executive Committee of the Mattel Lead Paint Class Action which resulted in an approved class settlement exceeding 50 million dollars.

ADDITIONALLY, GOLOMB & HONIK HAS RECEIVED MORE THAN 75 VERDICTS OR SETTLEMENTS IN EXCESS OF \$1 MILLION FOR OUR CLIENTS IN INDIVIDUAL CASES