

**IF YOU PURCHASED ENHANCEMENTS LASH BOOST FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES BETWEEN OCTOBER 1, 2016, AND MARCH 11, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS.**

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.**  
**PLEASE READ THIS NOTICE CAREFULLY.**

Este aviso es referente a un acuerdo propuesto en una demanda colectiva referente a Lash Boost. El acuerdo propuesto puede afectar sus derechos legales. Para obtener una copia del Aviso en español, visite [www.LBSettlement.com](http://www.LBSettlement.com).

*The Superior Court of California, County of San Francisco, authorized this notice.*  
*This is not a solicitation from a lawyer.*

This Notice is to inform you about the Settlement of a nationwide class action lawsuit and your rights under the terms of the Settlement, including your right to file a claim and receive compensation. The proposed Settlement will resolve all claims made against Defendant Rodan & Fields, LLC (“R+F”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiffs in the class action allege that R+F failed to disclose material information to them regarding Lash Boost and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. R+F denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the plaintiffs. A hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on September 14, 2022 to determine whether the action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, R+F will give each Settlement Class Member who properly and timely completes and submits a Claim Form a choice of cash or a credit to use for a future R+F purchase. The value of a Settlement Class Member’s award depends in part upon the number of persons who participate in the Settlement and will differ depending on whether the Class Member elects to receive cash or a credit. In exchange for the benefits available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

Here is a summary of your legal rights and options under this Settlement:

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>SUBMIT A CLAIM FORM</b>	This is the only way to get a Cash or Credit Benefit under the Settlement. Visit the Settlement Website located at <a href="http://www.LBSettlement.com">www.LBSettlement.com</a> to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue R+F in a separate lawsuit about the claims this Settlement resolves.	<b>Deadline: September 7, 2022</b> <i>See page 4 for more information about submitting a Claim Form.</i>
<b>DO NOTHING</b>	You will not receive a Settlement Benefit under the Settlement. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.	N/A
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against R+F about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).	<b>Deadline: July 14, 2022</b> <i>See page 6 for more information about excluding yourself from the Settlement.</i>

**Questions? Visit [www.LBSettlement.com](http://www.LBSettlement.com) or call 855-675-3134.**

<b>OBJECT</b>	<p>If you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the Settlement’s terms by submitting a written objection to the Settlement Administrator.</p> <p>An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.</p>	<p><b>Deadline: July 14, 2022</b></p> <p><i>See page 6 for more information about objecting to the Settlement.</i></p>
<b>GO TO A HEARING</b>	<p>If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the Fairness Hearing. Settlement Class Members do not need to submit an objection to state an objection at the hearing.</p> <p>The hearing is open to the public and Settlement Class Members can attend, although they are not required to do so.</p>	<p>Hearing Date: September 14, 2022</p> <p><i>See page 7 for more information about the Fairness Hearing.</i></p>

This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided to those who submitted timely and valid Claim Forms under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## BASIC INFORMATION

**WHAT LAWSUITS ARE INVOLVED IN THIS SETTLEMENT?** In 2018, three proposed class action lawsuits were filed against R+F relating to its ENHANCEMENTS Lash Boost product (“Lash Boost”): *Lewis et al. v. Rodan & Fields, LLC*, No. 4:18-cv-02248-PJH (N.D. Cal.), *Scherr, et al. v. Rodan & Fields, LLC*, No. CIVDS 1723435 (Cal. Superior Court, San Bernardino County), and *Gorzo, et al. v. Rodan & Fields, LLC*, No. CGC-18-565628 (Cal. Superior Court, San Francisco County). The two state court actions were later coordinated in San Francisco County Superior Court, *Lash Boost Cases*, JCCP No. 4981. The Settlement will resolve all three proposed class actions (“Actions”) and will be presented for approval in the coordinated *Lash Boost Cases* proceeding, Judge Ethan P. Schulman presiding. The plaintiffs in all three Actions are now plaintiffs in the coordinated *Lash Boost Cases* proceeding for purposes of the Settlement. The Named Plaintiffs who will also serve as representatives of the Settlement Class (defined below) are: Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams (“Plaintiffs” or “Class Representatives”).

**WHAT ARE THE LAWSUITS AND THIS SETTLEMENT ABOUT?** The Actions allege that R+F failed to disclose information regarding Lash Boost, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions, and is similar in chemical structure to certain medications. Plaintiffs claimed to have experienced various adverse reactions to the product. They allege that R+F is liable to them for, among other things, the sale of an unapproved drug, the sale of an adulterated and misbranded drug, and the failure to disclose material information about potential side effects.

R+F has denied the allegations asserted in the Actions and has denied liability or wrongdoing of any kind. R+F contends that Lash Boost is safe when used in accordance with its label, which it alleges disclosed the potential for the types of reactions Plaintiffs allegedly experienced. R+F alleges it has always cautioned customers to discontinue use if unpleasant symptoms arise from this, or any product. R+F contends that incidence of reported adverse reactions has been very low. R+F states that it has only marketed the product as a cosmetic, not as a drug.

The Court has not decided in favor of either the Plaintiffs or R+F, and has not evaluated or ruled on any of Plaintiffs’ claims or R+F’s defenses. The parties have entered into a settlement to compromise disputed claims and to avoid the future costs and risks associated with continued litigation. In settling the case, neither side admits the allegations or arguments of the other.

**WHAT IS A CLASS ACTION?** In a class action, one or more people, often referred to as class representatives, sue on behalf of a group of people who have similar claims. The people with similar claims are the “Class” or the “Class Members,” except for those people who decide to exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge Ethan P. Schulman will decide whether to approve the Settlement.

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## WHO IS IN THE SETTLEMENT?

**ARE YOU AFFECTED?** You are a member of the Settlement Class affected by the Settlement if you purchased Lash Boost from R+F for personal, family, or household purposes between October 1, 2016 and March 11, 2022, and (i) do not have any pending litigation against R+F; (ii) have not filed a timely request for exclusion from the Settlement Class as set out in this Notice; (iii) are not an officer, director, or employee, or immediate family member of an officer, director, or employee, of R+F or any entity in which R+F has a controlling interest; (iv) have not acted as an Independent Consultant of R+F; (v) are not legal counsel or an employee of legal counsel for R+F; (vi) are not a federal, state, or local government entity; (vii) have not previously released the claims encompassed by this Settlement; (viii) have not already returned Lash Boost to R+F and received a refund; and (ix) are not a member of the immediate family of the judicial officer presiding over the Actions or part of the judicial officers' staff. Members of the Settlement Class are referred to in this Notice as "Class Members" or "Settlement Class Members."

**WHY AM I RECEIVING THIS NOTICE?** If you are a Settlement Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Settlement Class. The California Superior Court authorized this notice to inform Settlement Class Members about the Actions, the proposed settlement, and Settlement Class Members' options.

## THE SETTLEMENT BENEFITS

**WHAT DOES THE SETTLEMENT PROVIDE?** If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to either (i) a credit voucher to use toward the purchase of any R+F product, no minimum purchase required ("Credit Benefit"), or (ii) a cash payment ("Cash Benefit"), depending on which kind of benefit they choose.

The maximum amount of the Credit Benefit is \$250 and the maximum amount of the Cash Benefit is \$175. Settlement Class Members who submit valid proof(s) of purchase showing that they made more than one purchase of Lash Boost may also receive an additional maximum benefit of up to \$250 in credit (a "Credit Repeat Purchaser Benefit") or an additional maximum benefit of up to \$175 in cash (a "Cash Repeat Purchaser Benefit"), for a maximum total benefit of \$500 in credit or \$350 in cash. Any potential Credit or Cash Benefits awarded are subject to the Court's approval.

The actual amount of these benefits, however, is currently unknown and may be considerably less than the maximum, because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. Under the Settlement, all Credit Benefits must come from the \$8 million Credit Settlement Fund, and all Cash Benefits must come from the \$30 million Cash Settlement Fund. In addition, all settlement administrative costs (estimated to be \$425,608), attorneys' fees and costs (in the maximum amount of \$15,409,392), and Class Representatives' Service Awards (in the maximum amount of \$15,000 each, for a total of \$165,000 to all 11 Plaintiffs), if approved by the Court, must be paid from the \$30 million Cash Settlement Fund. Because of the limited funds, a large number of claims may lead to individual benefits falling below the maximum amounts described above.

The exact amount of Settlement Class Members' Credit Benefits and Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees (i.e., the amount of compensation for legal services provided by the Settlement Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), Settlement Administration Costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Award to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

The Credit Benefit, Cash Benefit, Credit Repeat Purchaser Benefit, and the Cash Repeat Purchaser Benefit are collectively referred to in this Notice as the "Settlement Benefit." As noted above, Credit Benefits will be paid from an \$8 million fund established by R+F (the "Credit Settlement Fund"), and Cash Benefits will be paid from a \$30 million fund established by R+F (the "Cash Settlement Fund"). If the Court approves the Settlement, these funds will under no circumstances return to R+F.

### AGREEMENT TO MAKE LABEL CHANGES

In addition to the Settlement Benefit, R+F has also agreed to revise the label and instructions for use, to list certain alleged side effects that have been reported by some product users. R+F will provide expanded cautionary instructions for use, and has agreed to make certain changes in how it advertises the product on its website, as well as in resource materials it provides when training R+F Independent Consultants. For details on these label changes, see Section 2.5 of the Settlement Agreement, as well as the document called "Exhibit F" attached to the Settlement Agreement.

**Questions? Visit [www.LBSettlement.com](http://www.LBSettlement.com) or call 855-675-3134.**

**WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER?** Unless you exclude yourself from the Settlement Class by submitting a Notice of Opt-Out (as defined in the Excluding Yourself from the Settlement section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the state court *Lash Boost Cases* proceeding, including the terms of the Settlement, and you will not be able to sue, continue to sue R+F or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following release of claim provisions of the settlement (“Release”), which describes exactly the legal claims that you give up:

#### **Release by the Settlement Class**

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

#### **Release of Unknown Claims**

With respect to the releases set forth above, with the sole exception being any personal injury or disease claims held by each Settlement Class Member which are specifically excluded from the release above, each Settlement Class Member who does not timely opt out of the Settlement acknowledges and agrees that s/he understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

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

**HOW CAN I GET THE SETTLEMENT BENEFIT?** To obtain a Settlement Benefit, you must timely and properly submit a completed Claim Form electing either a Cash Benefit or Credit Benefit. If you submit a timely and valid Claim Form, you will receive one Credit Benefit or Cash Benefit, depending on which benefit you select, unless you submit proof(s) of purchase of two or more tubes of Lash Boost. If you timely submit such proof with your Claim Form, you may receive one Credit Repeat Purchaser Benefit, if you elected the Credit Benefit, or one Cash Repeat Purchaser Benefit, if you elected the Cash Benefit. You will not receive more than one Cash or Credit Repeat Purchaser Benefit even if you purchased more than two tubes of Lash Boost. Accordingly, if you have proof(s) of purchase of more than two tubes of Lash Boost from October 1, 2016 to March 11, 2022, you only need to provide proof(s) of purchase of two tubes of Lash Boost with your Claim Form to receive either the Credit Repeat Purchaser

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Benefit or the Cash Repeat Purchaser Benefit. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor R+F will be responsible for original documents that are lost in the mail. Credit Repeat Purchaser Benefits and Cash Repeat Purchaser Benefits are subject to the availability of funds from the Settlement.

**If you wish to receive a Settlement Benefit, you must timely and properly submit a Claim Form no later than September 7, 2022 (“Claim Filing Deadline”).**

**You can download a Claim Form at [www.LBSettlement.com](http://www.LBSettlement.com).**

You may complete, sign, and date the Claim Form and return it, by First-Class U.S. Mail, to:

Lash Boost Settlement Administrator  
P.O. Box 4357  
Portland, OR 97208-4357

You may also complete a Claim Form by submitting it online, at: **[www.LBSettlement.com](http://www.LBSettlement.com)**.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the Settlement Website, no later than **September 7, 2022** in order to be valid. If your Claim Form is not submitted by **September 7, 2022**, your Claim Form is not valid, you will not receive a Settlement Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

The Settlement Administrator will distribute the Settlement Benefit as follows:

- Each Settlement Class Member who submits a valid Claim Form electing the Credit Benefit will receive one Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form for a Credit Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Credit Repeat Purchaser Benefit if credit is available after every Settlement Class Member who chose a Credit Benefit gets a Credit Benefit;
- Each Settlement Class Member who submits a valid Claim Form electing the Cash Benefit will receive one Cash Benefit; and
- Each Settlement Class Member who submits a valid Claim Form for a Cash Benefit with proof(s) of purchase of two or more tubes of Lash Boost will receive one Cash Repeat Purchaser Benefit if cash is available after every Settlement Class Member who chose a Cash Benefit gets a Cash Benefit.

**HOW CAN I GET THE CASH SETTLEMENT BENEFIT?** The Cash Benefit and Cash Repeat Purchaser Benefit will be issued in the form that the Class Member elects – either in the form of a check or a digital payment.

**HOW LONG DO I HAVE TO CASH MY CHECK?** You have six (6) months from the date on the check to cash it. The check expires after that date and can no longer be cashed. The Settlement Administrator and R+F are not responsible for expired, lost or stolen checks.

**HOW CAN I USE THE CREDIT SETTLEMENT BENEFIT?** The Credit Benefit or Credit Repeat Purchaser Benefit must be used toward the purchase of any product from R+F’s website, without any minimum purchase required. The Credit Benefit is fully transferrable but shall have no cash value and shall not be redeemable for cash in any amount, including without limitation for any unused portion of the credit. The Credit Benefit and Credit Repeat Purchaser Benefit have no expiration date. Where applicable, any unused value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to the Credit Benefit or Credit Repeat Purchaser Benefit as set forth in state and federal law are applicable. The Credit Benefit and Credit Repeat Purchaser Benefit are not gift cards and the parties do not intend for any gift card laws to apply to them. The Settlement Administrator and R+F are not responsible for any expired, lost or stolen Credit Benefits or Credit Repeat Purchase Benefits.

**WHEN CAN I GET THE SETTLEMENT BENEFIT?** The Court will hold a hearing on **September 14, 2022 at 9:00 a.m. PST** at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within sixty (60) days of the Court’s final approval.

**Questions? Visit [www.LBSettlement.com](http://www.LBSettlement.com) or call 855-675-3134.**

## EXCLUDING YOURSELF FROM THE SETTLEMENT

**HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT?** If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement ("Notice of Opt-Out") to the Settlement Administrator. A Notice of Opt-Out form is available on the Settlement Website, [www.LBSettlement.com](http://www.LBSettlement.com). You may use that form or submit a signed letter or postcard, but the Notice of Opt-Out must state the following information: (a) the name and case number of this lawsuit, which is *Lash Boost Cases*, JCCP No. 4981; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your Notice of Opt-Out must be returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **July 14, 2022** or submitted electronically to the Settlement Administrator through the Settlement Website, [www.LBSettlement.com](http://www.LBSettlement.com), on or before **July 14, 2022**. If you submit a Notice of Opt-Out by mail that is not postmarked by **July 14, 2022** or you submit a Notice of Opt-Out electronically that is not submitted on or before **July 14, 2022**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A Notice of Opt-Out must be submitted either electronically through the Settlement Website, [www.LBSettlement.com](http://www.LBSettlement.com), or by First-Class U.S. Mail or its equivalent to:

Lash Boost Settlement Administrator  
P.O. Box 4357  
Portland, OR 97208-4357

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no Settlement Benefits.

**IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?** No. Unless you exclude yourself from the Settlement, you give up the right to sue R+F and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above for the claims that this Settlement resolves.

## OBJECTING TO THE SETTLEMENT

**HOW CAN I OBJECT TO THIS LAWSUIT?** If you are a Settlement Class Member, you may object to the Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives' application for Service Awards. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator. You may also appear at the Fairness Hearing in person or through your own attorney, retained at your own expense.

All written objections must meet all of the following requirements:

- (a) It must state the case name and number: *Lash Boost Cases*, JCCP No. 4981 (Cal. Superior. Court, San Francisco County);
- (b) It must state your name, current address, and telephone number;
- (c) It must state that you object to the Settlement and the reasons for your objection(s);
- (d) It must be signed by the objecting Settlement Class Member or an authorized representative;
- (e) It must be submitted to the Settlement Administrator electronically through the Settlement Website, [www.LBSettlement.com](http://www.LBSettlement.com), or by mailing it to: Lash Boost Settlement Administrator, P.O. Box 4357, Portland, OR 97208-4357; and
- (f) It must be submitted to the Settlement Administrator electronically on or before **July 14, 2022** or by U.S. mail, postmarked no later than **July 14, 2022**.

You can both object to the Settlement and file a Claim Form. If the Court approves the Settlement, you will be bound by the terms of the Settlement.

**Questions? Visit [www.LBSettlement.com](http://www.LBSettlement.com) or call 855-675-3134.**

**WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?** Objecting tells the Court that you do not like the Settlement, it should not be approved, and the lawsuit should continue. You can only object if you stay in the Settlement Class. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court approves the Settlement, you cannot thereafter exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE LAWYERS REPRESENTING YOU

**DO I HAVE A LAWYER IN THIS CASE?** Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may contact the law firms of Keller Rohrback LLP and Tycko & Zavareei LLP, who have been identified as the co-leaders of Class Counsel. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

**HOW WILL CLASS COUNSEL BE PAID?** A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

## THE CLASS REPRESENTATIVES REPRESENTING YOU

**WHO ARE THE CLASS REPRESENTATIVES?** The Class Representatives that have been appointed by the Court to represent the Settlement Class are Plaintiffs Lien Scherr, Caryn Gorzo, Kasey Poe, Anna Dohnke, Jolene Lewis Volpe (formerly Barbara Lewis), Bobbie Joe Huling, Cynthia Whetsell, Martha Merle, Teresa Gattuso, Elissa Wagner, and Dixie Williams.

**WILL THE CLASS REPRESENTATIVES BE PAID?** As part of this Settlement and subject to approval by the Court, each Class Representative will apply for an award of \$15,000 to compensate them for their services as representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

## THE COURT'S FAIRNESS HEARING

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?** The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on September 14, 2022 at 9:00 a.m. PST in Dept. 304 of the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, or such later date as the Court may require. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

**DO I HAVE TO ATTEND THE FAIRNESS HEARING?** No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer if you like the Settlement.

## IF YOU DO NOTHING

**If you do nothing, and the Court approves the Settlement, you will not get any Settlement Benefit, but you will be bound by the Settlement Agreement.** You will not be entitled to sue or be part of any other lawsuit against R+F or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive the Settlement Benefit as a

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Class Member?” above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this matter if you remain in the Settlement Class. If you want a Settlement Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

## GETTING MORE INFORMATION

**HOW DO I GET MORE INFORMATION?** The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed “Settlement Agreement”. The Settlement Agreement, the notice documents, the Second Amended Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel’s fee motion, and all court orders and judgments relating to the Settlement will be available on the website: [www.LBSettlement.com](http://www.LBSettlement.com). Access to the full case docket is free of charge through the Court’s website at <https://www.sfsuperiorcourt.org/online-services>. At this webpage, click “Case Query” in the left sidebar or in the body of the page. Then, enter the Case Number: CJC-18-004981. The full docket, along with other information, will be displayed.

**IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THESE LAWSUITS, HOW THE SETTLEMENT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, R+F OR ITS INDEPENDENT CONSULTANTS.**