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11 Counsel for Plaintiff DEBORAH HUBBARD  
12 [Additional Counsel listed below]  
13

14 **SUPERIOR COURT OF CALIFORNIA**  
15 **COUNTY OF SAN FRANCISCO**

16 DEBORAH HUBBARD, Individually and on  
17 Behalf of All Others Similarly Situated,

18 Plaintiff,

19 v.

20 L'ORÉAL USA, INC., and DOES 1 through  
21 10, inclusive,

22 Defendants.  
23  
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26  
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Case No.: CGC18567952

**FURTHER SUPPLEMENTAL  
DECLARATION OF MARK S.  
GREENSTONE IN SUPPORT OF  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. Andrew Y.S. Cheng  
Dept.: 613  
Hearing Date: None Set  
Hearing Time: None Set

**ELECTRONICALLY  
FILED**

*Superior Court of California,  
County of San Francisco*

**11/13/2020  
Clerk of the Court**

**BY: ERNALYN BURA  
Deputy Clerk**

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1 I, Mark S. Greenstone, declare and state as follows:

2 1. I am an attorney duly licensed to practice law before all courts of the State of  
3 California. I am the founding principal of Greenstone Law APC, and counsel of record for Plaintiff  
4 Deborah Hubbard in the above-entitled action. I make this declaration in further support of  
5 Preliminary Approval Of Class Action Settlement. I make this declaration based upon my personal  
6 knowledge of the facts set forth herein, unless the context indicates otherwise, and if called as a  
7 witness, I could and would competently testify thereto.

8 2. A true and correct redlined copy of the parties' Amended Stipulation and Agreement  
9 for Class Action Settlement showing all changes made to the parties' previously filed and amended  
10 Stipulation and Agreement for Class Action Settlement and Class Notice is attached hereto as  
11 **Exhibit A.**


12 3. A true and correct fully executed clean copy of the parties' Amended Stipulation  
13 and Agreement for Class Action Settlement, Class Notice and e-mail exemplar is attached hereto  
14 as **Exhibit B.**

15

16 I declare under penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct to the best of my knowledge.

18

19 Dated: November 12, 2020

By:   
Mark S. Greenstone

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# EXHIBIT B

1 Counsel listed on next page.  
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN FRANCISCO**

12 DEBORAH HUBBARD, individually and on  
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 L'OREAL USA, INC., and DOES 1 through 10  
17 inclusive,

18 Defendant.

Case No. CGC18567952

**AMENDED STIPULATION AND  
AGREEMENT FOR CLASS ACTION  
SETTLEMENT**

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15 *Counsel for Plaintiffs and the class*

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23 *Counsel for Defendant L'Oreal USA, Inc.*  
24  
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1 **RECITALS**

2 This Stipulation and Agreement for Class Action Settlement (the “Settlement Agreement,”  
3 “Agreement,” or “Settlement”) between Defendant L’Oreal USA, Inc. (“Defendant” or “L’Oreal”) and  
4 Plaintiff Deborah Hubbard (“Plaintiff,” “Plaintiff Hubbard,” or “Class Representative”) (all collectively,  
5 the “Parties”) is made for the sole purpose of attempting to consummate settlement in this case on a class-  
6 wide basis and is made in compromise of disputed claims. This Agreement is intended by the Parties to  
7 fully, finally, and forever resolve, discharge and settle all released rights and claims to the extent set forth  
8 below, subject to the terms and conditions set forth herein. Because this is a putative class action, this  
9 Settlement Agreement must receive preliminary and final approval by the Court.

10 A. **Procedural History**

11 This case was originally filed on July 10, 2018 in the Superior Court of California, County of San  
12 Francisco. Plaintiff Deborah Hubbard alleged willful violations of the Fair Credit Reporting Act  
13 (“FCRA”), 15 U.S.C. § 1681 *et seq.* by L’Oreal in connection with its procurement and use of consumer  
14 reports for employment purposes. 15 U.S.C. § 1681b(b)(2). On August 16, 2018, L’Oreal removed the  
15 action to the United States District Court for the Northern District of California, Case No. 3:18-cv-05017-  
16 EMC. The Parties thereafter engaged in written discovery and multiple discussions regarding the  
17 purported legal basis for Plaintiff’s claims and the underlying facts. On June 18, 2019, the Parties  
18 participated in an all-day mediation in Miami, Florida before Rodney A. Max, a highly respected mediator  
19 with special expertise in FCRA class actions. At the conclusion of the mediation, counsel for the Parties  
20 executed a Memorandum of Understanding for a class action settlement. Thereafter, in light of potential  
21 Article III standing issues in this case, the Parties filed a Joint Stipulation to Remand Action, which the  
22 United States District Court for the Northern District of California granted on July 26, 2019.

23 B. **Investigation and Negotiations**

24 The Parties and their respective attorneys have conducted significant investigation of the facts and  
25 law potentially relevant to the Action.<sup>1</sup> Counsel also researched and analyzed the applicable law regarding  
26 the claims and defenses in the case, as well as calculated and evaluated potential liability and damages.

27 \_\_\_\_\_  
28 <sup>1</sup> All capitalized terms are defined as set forth in this Stipulation and Agreement.

1 As set forth below, counsel concluded, after taking into account the sharply disputed factual and legal  
2 issues involved in this Action, the risks attending further prosecution, the discovery to be completed, the  
3 experts to be retained, the costs of litigation to be incurred in the future, and the substantial benefits to be  
4 received pursuant to this Agreement, that settlement on the terms hereinafter set forth is in the best interests  
5 of the Parties and the putative Class. Plaintiff's counsel have balanced their evaluation of the validity and  
6 strength of the asserted claims against the problem of proof and the legal standards governing class  
7 certification of the claims alleged. Based on the Parties' respective analyses of the above-described  
8 investigations and negotiations, the Parties reached a settlement after engaging in extensive arms-length  
9 negotiations before a private mediator whose fees were paid by both sides. Plaintiff's counsel believes  
10 that the settlement reached is fair to the Class and confers substantial benefits to the Class, offering all  
11 Class Members the opportunity to receive recoveries in the near term. Based on this evaluation, Plaintiff's  
12 counsel determined that the Settlement set forth in this Agreement is in the best interest of the Class.

13 C. Non-Admission; Denial of Wrongdoing

14 Defendant denies any liability under the FCRA or any other law and denies that class certification  
15 would have been appropriate in this litigation. Defendant further denies that it engaged in any non-willful  
16 or willful violation of the FCRA or any other law. As part of this Agreement, Defendant specifically denies  
17 that it is liable for damages, penalties, interest, attorneys' fees or costs, or any other remedy, and denies  
18 that any claim asserted by the Class Representative is suitable for class treatment other than for settlement  
19 purposes. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence  
20 of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or  
21 municipal statute, regulation, or principle of common law or equity. Defendant has agreed to settle the  
22 litigation solely to avoid the burden, expense, and possible uncertainty of continued litigation.

23 D. Conditional Settlement

24 The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court  
25 does not enter an Order of Final Approval, or in the event that such Order of Final Approval does not  
26 become final for any reason, or in the event that the Effective Date, as defined herein, does not occur, this  
27 Settlement Agreement will be deemed null and void *ab initio*, and will be of no force or effect whatsoever,  
28 and will not be referred to or utilized for any purpose whatsoever.



1 E. Benefits of Settlement

2 Class Representative and her counsel recognize the uncertainty and risk of the outcome of further  
3 litigation, and the difficulties and delays inherent in such litigation. Class Representative is also aware of  
4 the burdens of proof necessary to establish liability for the claims asserted in the Action, the defenses  
5 thereto, the uncertainty in the law relating to the claims, the uncertainty of class certification, and other  
6 difficulties inherent in the litigation. Based on the foregoing, Class Representative has, with her counsel,  
7 determined that the Settlement set forth in this Agreement is fair, adequate and reasonable, and is in the  
8 best interests of the Class Members. L’Oreal has concluded that any further defense of this Action would  
9 be protracted and expensive, and the results uncertain. Substantial amounts of time and resources have  
10 been, and will continue to be, devoted to the defense of this case unless this Settlement is made. Therefore,  
11 Class Representative and her counsel have agreed to a settlement in the manner and upon the terms set  
12 forth in this Agreement to fully and finally resolve and dispose of the Action.

13 **SUMMARY OF SETTLEMENT ALLOCATION**

14 The Settlement will be fully funded by Defendant through a Common Fund in the amount of Six  
15 Hundred and Eighty Thousand Dollars and Zero Cents (\$680,000.00) and none of the Common Fund shall  
16 revert to Defendant, but rather be distributed on the basis as follows: **All** Class Members who do not opt  
17 out of the Settlement will be sent settlement payments from the Net Common Fund. Additionally, the  
18 Common Fund will include all settlement administrative costs, the payment of court-approved attorneys’  
19 fees and costs, and an Enhancement to the Class Representative. Any uncashed settlement payments to  
20 Class Members will be distributed to *cy pres* recipient Bet Tzedek Legal Services.

21 **STIPULATION AND AGREEMENT**

22 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Class  
23 Representative, on her own behalf and on behalf of the Class Members, and Defendant, and subject to  
24 approval by the Court, that the Action is hereby being compromised and settled pursuant to the following  
25 terms and conditions:

26 **I. DEFINITIONS.**

27 (A) “**Action**” means the within action titled *Deborah Hubbard v L’Oreal USA, Inc.*, San  
28 Francisco County Superior Court Case No. CGC18567952.

1 (B) **“Agreement” and “Settlement Agreement” and “Settlement”** mean this Stipulation and  
2 Agreement for Class Action Settlement, which the Parties acknowledge sets forth all material terms and  
3 conditions of the Settlement between them, and which is subject to Court approval.

4 (C) **“Class” and “Class Members”** mean all persons, who have not otherwise released their  
5 claims against L’Oreal, regarding whom Defendant procured or caused to be procured a consumer report  
6 for employment purposes during the Class Period. Based on a preliminary review of applicable data,  
7 Plaintiff estimates that the number of Class Members is approximately 6,940 individuals. Any putative  
8 Class Member who has previously released his/her claims against L’Oreal pursuant to a separate  
9 agreement shall not be eligible to participate as a Class Member in this Action, and shall not have a claim  
10 to any amount of the Common Fund.

11 (D) **“Class Counsel”** means Thomas D. Rutledge of The Law Offices of Thomas D. Rutledge;  
12 Mark S. Greenstone of Greenstone Law APC; Brian R. Short of ShortLegal, APC; and Marc L. Godino  
13 of Glancy Prongay & Murray LLP. Defendant stipulates to the appointment of the aforementioned law  
14 firms as Class Counsel for settlement purposes only.

15 (E) **“Class List”** means the list of names, last known residential addresses, and, where  
16 available, last known e-mail addresses of Class Members for whom Defendant possesses such information  
17 at the time of entry of the Court’s Order of Preliminary Approval.

18 (F) **“Class Period”** means the time period from and including July 10, 2013, through and  
19 including July 1, 2015.

20 (G) **“Class Representative” and “Named Plaintiff”** means Plaintiff Deborah Hubbard.

21 (H) **“Common Fund”** means Six Hundred and Eighty Thousand Dollars and Zero Cents  
22 (\$680,000.00), which amount will be non-reversionary and fully funded by Defendant and includes: (i) a  
23 Net Common Fund (or payments to the Participating Class Members); (ii) all settlement administrative  
24 costs; (iii) payment of attorneys’ fees and costs as approved by the Court; and (iv) an Enhancement to the  
25 Class Representative In no event shall Defendant be required to pay any amount in excess of the Common  
26 Fund.

27 (I) **“Court”** means the Superior Court of the State of California for the County of San  
28 Francisco.

1           (J)     **“Effective Date”** means the date by which this Settlement is finally approved as provided  
2 herein and the Court’s Judgment becomes final. For purposes of the meaning of “Effective Date,” the  
3 Court’s Judgment becomes final on the date that the Court’s Judgment is entered if there are no objections.  
4 If objections are filed or submitted, the Effective Date shall be the later of: (a) the date of final affirmance  
5 on appeal of the Judgment, the expiration of the time for a petition to review the Judgment, and, if review  
6 is granted, the date of final affirmance of the Judgment following review; (b) the date of final dismissal  
7 of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c)  
8 if no appeal is filed, the expiration date for filing any appeal from the Judgment.

9           (K)     **“Enhancement”** means that portion of the Common Fund paid to the Class Representative  
10 for her service in connection with being a Class Representative.

11           (L)     **“Final Fairness Hearing”** means a hearing set by the Court for the purpose of determining  
12 the fairness, adequacy and reasonableness of this Settlement pursuant to class action procedures and  
13 requirements.

14           (M)     **“Individual Settlement Payment”** means the gross amount to be paid to a Participating  
15 Class Member as set forth herein.

16           (N)     **“Net Common Fund”** means that portion of the Common Fund allocated for payment of  
17 Individual Settlement Payments to Participating Class Members (as defined below), which shall be the  
18 Common Fund minus the agreed-upon amounts to be requested for attorneys’ fees and costs, an  
19 Enhancement, and settlement administrative costs, as specified in this Agreement. In the event that the  
20 Court awards less than the Enhancement requested by the Class Representative and/or less than the  
21 attorneys’ fees requested by Class Counsel and/or less than the costs requested by Class Counsel and/or  
22 the administrative costs of settlement are less than estimated, any excess funds resulting will be added to  
23 the Net Common Fund and will be made available for distribution to Participating Class Members.

24           (O)     **“Notice of Class Action Settlement”** and **“Class Notice”** mean a notice entitled “Notice  
25 of Class Action Settlement” in the form substantially similar to that attached hereto as Exhibit “A.”

26           (P)     **“Objection/Exclusion Deadline Date”** means the date ninety (90) days after the Class  
27 Notice is first mailed, as set forth in Section III.E below. This shall be a postmarked-by deadline.  
28

1 (Q) **“Order of Final Approval”** and **“Judgment”** mean an order executed, filed and entered  
2 by the Court granting final approval to the Settlement.

3 (R) **“Order of Preliminary Approval”** means an order executed, filed and entered by the  
4 Court granting preliminary approval to the Settlement.

5 (S) **“Participating Class Member”** means any Class Member who does not timely opt out of  
6 this Settlement.

7 (T) **“Preliminary Approval Date”** means the date on which the Court executes, files and  
8 enters the Order of Preliminary Approval.

9 (U) **“Released Claims For Class Members”** means all claims, damages, losses, demands,  
10 penalties, liabilities, fees, interest, causes of action, complaints or suits that were or could have been  
11 brought in the Action under Section 1681b(b)(2) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §  
12 1681b(b)(2) and any and all other claims, damages, losses, demands, penalties, liabilities, fees, interest,  
13 causes of action, complaints or suits which arise from or which relate to the content, language or format  
14 of the background check disclosure and authorization forms used by L’Oreal during the Class Period. All  
15 Class Members, except for any Class Member who timely opted out of the settlement or are otherwise  
16 disqualified, shall be deemed to have released, waived and forever discharged the Released Parties from  
17 the Released Claims. Released Claims for Class Members include, without limiting the foregoing, any  
18 and all claims under Section 1681b(b)(2) of the FCRA, and any and all other claims which arise from or  
19 which relate to the content, language or format of the background check disclosure and authorization  
20 forms used by L’Oreal during the Class Period, including but not limited to claims under the Fair Credit  
21 Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”), N.J.S.A. §§ 56: 1 1-31 *et seq.*, California’s  
22 Investigative Consumer Reporting Agencies Act (“ICRAA”), California Business & Professions Code §§  
23 17200. *et seq.*, and similar claims under any other state law, which any Participating Class Member has  
24 ever had, or hereafter may claim to have against the Released Parties as of the Effective Date.

25 (V) **“Released Parties”** means L’Oreal USA, Inc. and its past and present parents, subsidiaries,  
26 affiliated and/or related entities, predecessors, successors, and assigns, including each of their employees,  
27 officers, directors, members, shareholders, agents, representatives, consultants, attorneys, insurers,  
28 including, but not limited to, reinsurers, and divisions, whether previously or hereinafter affiliated in any

1 manner, but specifically excluding any Consumer Reporting Agency as that term is defined at 15 U.S.C.  
2 § 1681a.

3 (W) **“Settlement Administrator”** means Phoenix Settlement Administration, an independent  
4 third-Party that will be engaged by Class Counsel and Defendant and paid out of the Common Fund, as  
5 described below, to perform notice, claims administration, creation and maintenance of the settlement  
6 website, and distribution functions further described in this Settlement Agreement.

7 **II. SETTLEMENT AMOUNTS.**

8 Within thirty (30) calendar days of the Effective Date, and after all conditions precedent have  
9 occurred as set forth in this Agreement, Defendant will make or cause to be made all disbursements  
10 required by the Settlement in accordance with the schedules and terms set forth herein.

11 A. The Common Fund

12 As defined herein, the “Common Fund” will be \$680,000 and will be fully funded and all-inclusive,  
13 including: (i) a Net Common Fund (for payments to the Participating Class Members); (ii) settlement  
14 administrative costs pursuant to the terms of this Agreement; (iii) payment of attorneys’ fees and costs as  
15 approved by the Court; and (iv) an Enhancement to the Class Representative.

16 B. The Net Amount of the Common Fund (Amounts Paid to the Participating Class Members)

17 1. Upon the Order of Final Approval by the Court, and within the time period set forth  
18 herein, each Participating Class Member will receive a payment subject to and in accordance with the  
19 provisions set forth below (the “Individual Settlement Payment”).

20 2. One hundred percent (100%) of the Net Common Fund will be distributed to  
21 Participating Class Members.

22 3. Each Individual Settlement Payment from the Net Common Fund will be allocated  
23 100% to alleged penalties under the FCRA (and reflected on an IRS Form 1099).

24 4. Each Participating Class Member will receive an equal portion from the Net  
25 Common Fund.

26 5. Within thirty (30) calendar days of the Effective Date, and in accordance with the  
27 schedule and procedures set forth in Section III, Defendant will pay to the Settlement Administrator the  
28 entire Common Fund.

1           6.       Individual Settlement Payments will not count as earnings or compensation for  
2 purposes of any benefit plan (e.g., 401(k) plan; retirement plan; etc.), company bonus, contest, paid time  
3 off, or any other benefit or agreement sponsored by Defendant, unless required by law.

4           7.       Any uncashed settlement payments to Class Members will be distributed consistent  
5 with California Code of Civil Procedure § 384 to *cy pres* recipient Bet Tzedek Legal Services.

6           C.       Class Representative Enhancement

7           1.       Class Counsel will submit an application to the Court for an award of an  
8 Enhancement to the Class Representative in the amount of Five Thousand Dollars and No Cents  
9 (\$5,000.00). Such application will be set for hearing concurrently with the Motion for Final Approval.  
10 The Enhancement is to compensate Class Representative for her service, involvement, and risk in  
11 connection with being a Class Representative.

12           2.       Defendant and its counsel will not object to a request for approval of such  
13 Enhancement.

14           3.       The Enhancement is in addition to the Individual Settlement Payment allocated to  
15 Class Representative under this Settlement. Class Representative agrees that she will not opt out of or  
16 object to the Settlement, and further agrees that she will not encourage any other Class Member to opt out  
17 of or object to the Settlement.

18           4.       Any Enhancement awarded by the Court will not be treated as wages. Class  
19 Representative will receive an IRS Form 1099, issued by the Settlement Administrator, relating to such  
20 payment. Class Representative will be solely liable for and pay any and all employee taxes, costs, interest,  
21 assessments, penalties, or damages by reason of payment of her individual Enhancement. The  
22 Enhancement will not count as earnings or compensation for purposes of any benefit plans (e.g., 401 (k)  
23 plan; retirement plan; etc.) sponsored by Defendant.

24           5.       Any amount of the Enhancement not awarded by the Court will revert back to the  
25 Common Fund.

26           D.       Plaintiff Hubbard's Individual General Release

27           1.       Plaintiff Hubbard provides the following additional release: as of the Effective Date,  
28 Plaintiff Hubbard shall fully, finally, and forever release and discharge each and every one of the Released

1 Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description  
2 whatsoever, whether known or unknown, whether sounding in tort, in contract, in law, in equity or  
3 otherwise, and including but not limited to all claims for violation of any local, state, or federal statute,  
4 rule, or regulation, which she now has, owns, or holds, or claims to have, own, or hold, or which she ever  
5 had, owned or held, at any time prior to the date she executes this Settlement Agreement (collectively  
6 “Plaintiff’s Released Claims”).

7           2.       Plaintiff’s Released Claims include, without limitation, any claims under Title VII  
8 of the Civil Rights Act of 1964, any claims for fraud, promises without the intent to perform, intentional  
9 or negligent misrepresentation, breach of contract, breach of the implied covenant of good faith and fair  
10 dealing, wrongful termination in violation of public policy, retaliatory discharge, alleged violations of the  
11 California Labor Code, alleged violations of the Fair Labor Standards Act, alleged violations of the FCRA,  
12 alleged violations of ICRAA, accounting, intentional or negligent infliction of emotional distress, alleged  
13 violations of California Business and Professions Code section 17200 *et seq.*, or alleged violations of the  
14 California Fair Employment and Housing Act.

15           3.       With respect to any and all of Plaintiff’s Released Claims, Plaintiff Hubbard  
16 stipulates and agrees that, upon the Effective Date, she shall be deemed to have expressly waived and  
17 relinquished to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil  
18 Code section 1542 or any other similar provision under federal, state, or local law. California Civil Code  
19 section 1542, provides as follows:

20                   **A general release does not extend to claims that the creditor or releasing**  
21                   **party does not know or suspect to exist in his or her favor at the time of**  
22                   **executing the release and that, if known by him or her, would have**  
23                   **materially affected his or her settlement with the debtor or released party.**

24           4.       Plaintiff Hubbard may hereafter discover facts in addition to or different from those  
25 which she now knows or believes to be true with respect to the subject matter of Plaintiff’s Released  
26 Claims, but Plaintiff Hubbard, upon the Effective Date, shall be deemed to have fully, finally, and forever  
27 settled and released any and all of Plaintiffs Released Claims, known or unknown, suspected or  
28 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or  
heretofore have existed, upon any theory of law or equity now existing or coming into existence in the

1 future, including, without limitation, conduct which is negligent, intentional, with or without malice, or a  
2 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different  
3 or additional facts.

4 5. Plaintiff Hubbard represents, covenants, and warrants that she is the owner of all of  
5 Plaintiff's Released Claims which she purports to release, and that she has not directly or indirectly  
6 assigned, transferred, or encumbered, or purported to assign, transfer or encumber to any person or entity,  
7 whether by operation of law or otherwise, any portion of such Plaintiffs Released Claims.

8 6. Plaintiff Hubbard shall not be permitted to seek any payment or any personal relief  
9 of any kind, including any payment for damages, wages, fees, costs, penalties, or interest, on account of  
10 Plaintiff s Released Claims.

11 7. Plaintiff Hubbard agrees to not seek reemployment with L'Oreal.

12 E. Class Counsel's Attorneys' Fees and Costs.

13 1. Class Counsel will file a motion with the Court for an award of attorneys' fees in  
14 an amount not to exceed \$226,666.66 for fees (33 1/3% of the Common Fund) and costs not to exceed  
15 \$25,000, and a Class Representative Enhancement of \$5,000 to Plaintiff Hubbard. Such motion will be  
16 set for hearing concurrently with the Motion for Final Approval.

17 2. Defendant and its counsel agree not to oppose Class Counsel's motion for an award  
18 of attorneys' fees and costs in the amount of \$226,666.66 for fees (33 1/3% of the Common Fund) and  
19 costs not to exceed \$25,000, and a Class Representative Enhancement of \$5,000 to Plaintiff Hubbard.

20 3. As a condition of this Settlement, Class Counsel agrees to pursue attorneys' fees  
21 and costs only in the amounts and manner reflected herein.

22 4. The Net Common Fund will increase by any amount of the attorneys' fees and costs  
23 allocated hereunder which are not awarded by the Court. The Settlement Administrator with divide the  
24 attorneys' fees payable to Class Counsel as follows: \$56,666 (1/4) will be paid to Greenstone Law, APC  
25 or its designee; \$56,666 (1/4) will be paid to Thomas D. Rutledge, Esquire or his designee; \$56,666 (1/4)  
26 will be paid to ShortLegal, APC or its designee; and \$56,666 (1/4) will be paid to Glancy Prongay &  
27 Murray LLP or its designee.  
28



1 F. Costs of Settlement Administration

2 The agreed-upon Settlement Administrator is Phoenix Settlement Administration. All fees of the  
3 Settlement Administrator will be paid out of the Common Fund. The total fees of the Settlement  
4 Administrator are estimated at \$31,500.00. The Net Common Fund will increase or decrease by any  
5 amounts less or more than \$31,500.00. In no event shall the amount of the Common Fund be increased  
6 based on an increase to the estimated amount of the Settlement Administrator costs,

7 **III. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES.**

8 A. Request For Preliminary and Final Approval.

9 The Parties will cooperate fully in requesting preliminary and final approval of this Settlement by  
10 the Court, including a determination by the Court that this Settlement is fair, reasonable, and adequate.  
11 The Parties will also cooperate fully in promptly requesting that, as provided for in this Agreement, the  
12 Court approve the proposed forms of notices, orders, and other documents necessary to implement this  
13 Settlement.

14 B. Class List To Be Provided By Defendant To The Settlement Administrator.

15 Defendant will provide a Class List to the Settlement Administrator within thirty (30) business  
16 days after entry and service of an Order of Preliminary Approval regarding this Settlement, which will  
17 identify each Class Member, his or her last known residential address, telephone number, and, where  
18 available, last known e-mail address.

19 C. Distribution of Notices To Class Members

20 1. No later than twenty (20) business days after the Settlement Administrator receives  
21 the Class List from Defendant, the Settlement Administrator will first update all addresses using the  
22 National Change of Address System (NCOA) and then mail to all Class Members, via first-class United  
23 States Mail, a Notice of Class Action Settlement (“Class Notice”), Exhibit “A.” The Class Notice, in both  
24 English and Spanish, will also be e-mailed to those individuals for whom Defendant possesses e-mail  
25 addresses, in the form of the e-mail exemplar, Exhibit “B.”

26 2. It will be conclusively presumed that if an envelope mailed as provided in Section  
27 111.C.1, above, has not been returned within thirty (30) days of the mailing that the Class Member  
28 received the Class Notice.

1           3.       In the event that a Class Notice is returned to the Settlement Administrator with a  
2 forwarding address, the Settlement Administrator will re-send the Class Notice to the forwarding address  
3 affixed thereto. If no forwarding address is provided, then the Settlement Administrator will promptly  
4 conduct a “standard search,” sometimes called, “Skip Traces” or “Credit Header” searches, to locate a  
5 better address. If an alternate address is found, the Settlement Administrator will promptly re-send the  
6 Class Notice. If the standard search does not provide an alternate address or the Class Notice is returned  
7 a second time without a forwarding address, the Settlement Administrator shall perform a manual “in-  
8 depth search” to locate a better address. If another address is found, the Settlement Administrator will  
9 promptly re-send the Class Notice. If a notice is returned as undeliverable, the Settlement Administrator  
10 shall attempt to determine a correct address and perform a single re-mailing within 5 business days. If a  
11 Class Notice is re-mailed to another address within thirty (30) days of the Objection/Exclusion Deadline,  
12 the Class Member will be provided up to thirty (30) days after the re-mailing to postmark or deliver a  
13 request for exclusion, an objection, subject to the time limits in Section III.C.5 below. No third mailing  
14 shall occur.

15           4.       If, at any time prior to the opt out deadline, a Class Member contacts the Settlement  
16 Administrator, or if Class Counsel does so on his or her behalf, to advise of a change in address, the Class  
17 Notice will be re-mailed to the address the Class Member (or Class Counsel) provides, and the Class  
18 Member will have up to thirty (30) days after the subsequent mailing of the Class Notice to submit an  
19 objection, subject to the time limits in Section III.C.5 below.

20           5.       In no event will any Class Member be allowed to postmark or deliver a request for  
21 exclusion or an objection to the Settlement Administrator more than ninety (90) days from the date the  
22 Class Notices are initially mailed.

23           6.       In the event the procedures set forth herein are followed and the intended recipient  
24 of a Class Notice still does not receive the Class Notice, the intended recipient will be a Participating Class  
25 Member and will be bound by all terms of the Settlement and the Order of Final Approval entered by the  
26 Court.

27           D.       Participating Class Members.

28           1.       Only Participating Class Members can receive a portion of the Net Common Fund.

1           2.       In order to be deemed a Participating Class Member, a Class Member must not be  
2 deemed excluded from this Settlement through the Opt Out process in Section III.E below.

3           3.       In the event the Settlement does not receive Final Approval, the Parties agree that  
4 any joinders shall be void and nullified *ab initio* and this Agreement shall have no binding force or effect.

5           E.       Requests for Exclusion (“Opt Out”).

6           The Notice of Class Action Settlement will notify all Class Members of their right to opt out of  
7 the Settlement.

8           1.       Any Class Member who wishes to be excluded (opt out) from the Settlement must  
9 submit a written request to the Settlement Administrator expressly and clearly indicating that the Class  
10 Member has received the Notice of Class Action Settlement, decided not to participate in the settlement,  
11 desires to be excluded from the settlement and requesting exclusion from the Class on or before the  
12 Objection/Exclusion Deadline Date (“Request for Exclusion”). Such written Request for Exclusion (a)  
13 must contain the full name, address, telephone number and last four digits of the social security number  
14 of the person requesting exclusion, (b) must include the Class Member’s signature, and the date of  
15 signature, (c) must contain an express statement to the effect of “I wish to opt-out of the Hubbard v.  
16 L’Oreal USA, Inc., CGC-18-567952, settlement,” (d) must be returned by mail or fax to the Settlement  
17 Administrator at a specified address or fax number, and (e) must be postmarked on or before the  
18 Objection/Exclusion Deadline Date. If mailed, the date of the postmark on the return mailing envelope  
19 shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.  
20 The Objection/Exclusion Deadline Date shall be ninety (90) days after the date the Class Notice is first  
21 mailed by the Settlement Administrator. This shall be a postmarked-by deadline.

22           2.       The foregoing requirements shall be strictly construed, and substantial compliance  
23 shall not be sufficient. Any Class Member who does not satisfy all of the foregoing requirements will be  
24 notified of deficiencies in their submissions by the Settlement Administrator and given 14 calendar days  
25 from the date of notice to remedy their deficiencies. Any Class Member who does not satisfy all of the  
26 foregoing requirements will be conclusively deemed a Participating Class Member fully bound by the  
27 terms of the Settlement to the extent permitted by law.  
28

1           3.       Any Class Member who mails a valid and timely Request for Exclusion will, upon  
2 receipt by the Settlement Administrator of the Request for Exclusion, no longer be a Class Member, and  
3 will receive no benefit or payment from this Settlement and none of his or her claims, causes of action or  
4 rights will be released by virtue of this Settlement.

5           F.       Objections to This Settlement

6           The Notice of Class Action will provide that Class Members who wish to object to the Settlement  
7 may serve on the Settlement Administrator a written statement objecting to the Settlement (and the  
8 Settlement Administrator then immediately will serve copies of any objections to counsel for the Parties).  
9 Any written objection must be must be postmarked on or before the Objection/Exclusion Deadline Date,  
10 and must include (i) the Class Member's full name, current mailing address, signature, and date of  
11 signature; (ii) the last four digits of the Class Member's social security number; (iii) the case name and  
12 number; (iv) a written statement of all grounds for the objection; (v) all evidence and supporting papers  
13 (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider and  
14 (vi) whether the objector intends to appear at the final approval hearing. No Class Member will be entitled  
15 to object to the Settlement if they do not object by the method specified above, and no objections will be  
16 considered valid unless raised by the time of the Final Fairness Hearing. Any Class Member who fails to  
17 object by the method specified above will be notified of deficiencies in their submissions by the Settlement  
18 Administrator and given 7 calendar days from the date of notice to remedy their deficiencies. Any Class  
19 Member who fails to object by the method specified above will be deemed to have waived any objection  
20 and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.  
21 If a Class Member submits both a valid and timely request for exclusion and objection, the Settlement  
22 Administrator will only consider the request for exclusion and not the objection.

23           G.       Verification of Dissemination of Notice of Class Action Settlement.

24           The Settlement Administrator will verify, in writing, that the Class Notices have been disseminated  
25 in accordance with the Court's Order of Preliminary Approval, and will provide such verification to Class  
26 Counsel to file with the Court on or before the date of the Final Fairness Hearing.

1 H. Reporting Schedule.

2 Every seven (7) days during the administration of this Settlement, the Settlement Administrator  
3 will provide written notice to Class Counsel and Defendant's attorneys of all objections to the Settlement,  
4 the number of address searches conducted and the names of the Class Members for whom a search has  
5 been conducted, and the names of the Class Members who have submitted objections and Requests for  
6 Exclusion.

7 I. No Encouraging Class Members Not To Participate

8 No Party will directly or indirectly, through any person or entity, encourage any qualified Class  
9 Member not to participate in this Settlement.

10 J. Final Fairness Hearing

11 On the date set forth in the Notice of Class Action Settlement, which will be approximately one  
12 hundred and twenty (120) days after the initial mailing of the Notice of Class Action Settlement, a Final  
13 Fairness Hearing will be held before the Court in order to: (1) review this Settlement Agreement and  
14 determine whether the Court should give it final approval; and (2) consider any timely objections to the  
15 Settlement and all responses by the Parties to such objections. At the Final Fairness Hearing, the Parties  
16 will ask the Court to approve the Settlement Agreement and to enter judgment. The Court shall retain  
17 jurisdiction over the Parties to enforce the terms of the judgment.

18 K. Dates and Methods of Payment of The Common Fund

19 1. On or before the thirtieth (30th) calendar day after the Effective Date, Defendant  
20 will pay to the Settlement Administrator the Common Fund. The fourteenth (14) calendar day after  
21 Defendant pays to the Settlement Administrator the Common Fund will be known as the "Payment Date."

22 2. On or before the Payment Date, the Settlement Administrator will calculate the  
23 amount of the Individual Settlement Payments, prepare and mail settlement checks for each Participating  
24 Class Member in the amount of his or her Individual Settlement Payment. The checks will indicate on  
25 their face that they are void if not negotiated within one hundred and eighty (180) days of their issuance.  
26 In the event a settlement check is returned to the Settlement Administrator with a forwarding address, the  
27 settlement check will be forwarded to the forwarding address. In the event a settlement check is returned  
28 to the Settlement Administrator without a forwarding address or is otherwise undeliverable, the Settlement

1 Administrator will conduct a search and re-mail the returned check if possible. If within that one hundred  
2 and eighty (180)-day period a Participating Class Member contacts the Settlement Administrator, or if  
3 Class Counsel does so on his or her behalf, the settlement check will be re-mailed to the address the  
4 Participating Class Member (or Class Counsel) provides. Any such re-mailed settlement checks will  
5 indicate on their face that they are void if not negotiated within one hundred and eighty (180) days of their  
6 issuance.

7           3.       One hundred percent (100%) of the Net Common Fund will be distributed to the  
8 Participating Class Members.

9           4.       Any uncashed settlement payments to Class Members will be distributed consistent  
10 with California Code of Civil Procedure § 384 to the Parties' mutually agreed upon *cy pres* recipient Bet  
11 Tzedek Legal Services.

12       L.       Dates and Methods of Payments of Enhancement and Attorneys' Fees And Costs

13           1.       On or before the Payment Date, the Settlement Administrator will pay the Class  
14 Representative from the Common Fund the Enhancement approved by the Court. The payment will be  
15 made by sending to Class Counsel a check for the Court-approved Enhancement, payable to the Class  
16 Representative.

17           2.       On or before the Payment Date, the Settlement Administrator will pay from the  
18 Common Fund to Class Counsel, its Court-approved attorneys' fees and costs.

19           3.       Any Class Representative Enhancement or Class Counsel attorneys' fees or costs  
20 amount not approved by the Court will be included in the Net Common Fund and distributed to the Class  
21 Members.

22       M.       Deadlines

23           If any deadline specified in this Agreement falls on a Saturday, Sunday, or state court holiday or  
24 furlough day, the deadline will be automatically extended to the next regular business day. Unless  
25 specified otherwise, all references to "days" shall mean calendar days.

1 **IV. RELEASES BY CLASS MEMBERS.**

2 A. Terms of Release

3 In exchange for the consideration recited in this Settlement Agreement, all Participating Class  
4 Members, on behalf of themselves and on behalf of their current, former, and future heirs, executors,  
5 administrators, attorneys, agents, and assigns, do hereby and forever release, waive, acquit and discharge  
6 the Released Parties from the Released Claims as set forth in this Agreement. This release explicitly  
7 includes claims or potential claims for actual damages, statutory damages and punitive damages, as well  
8 as for attorneys' fees and costs. It is expressly intended and understood by the Parties that this Agreement  
9 is to be construed as a complete settlement, accord, and satisfaction of the Class Members' Released  
10 Claims and all of the Released Claims shall be dismissed with prejudice as to claims that could have been  
11 brought in this Action, even if the Class Member never received actual notice of the settlement prior to  
12 the final approval hearing.

13 B. California Civil Code Section 1542.

14 Solely with respect to the claims released by this Settlement, and upon the Effective Date, all  
15 Participating Class Members will be deemed to have, and by operation of the Order of Final Approval  
16 will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,  
17 and benefits of section 1542 of the California Civil Code, pertaining to the Released Claims as set forth  
18 in this Agreement. Civil Code section 1542, provides as follows:

19 **A general release does not extend to claims that the creditor or releasing**  
20 **party does not know or suspect to exist in his or her favor at the time of**  
21 **executing the release and that, if known by him or her, would have**  
22 **materially affected his or her settlement with the debtor or released party.**

23 The Participating Class Members are deemed by operation of the Order of Final Approval to have agreed  
24 not to sue or otherwise make a claim against any of the Released Parties for all claims released by this  
25 Settlement.

26 C. Claims by Class Members Based on Stipulation and Agreement

27 In addition to the terms of the Releases outlined above, no Participating Class Member will have  
28 any claim against any of the Released Parties, Defendant's attorneys of record, the Settlement

1 Administrator, any Named Plaintiff, any other Class Member, or Class Counsel based on errors in  
2 administrating claims or performing the mailing and skip-tracing requirements under this Agreement.

3 **V. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT.**

4 Pursuant to California Rules of Court, Rules 3.769, 3.770 and 3.771, this Settlement will be  
5 approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure  
6 section 664.6 and admissible pursuant to California Evidence Code § 1123. Even after the Order of Final  
7 Judgment and notwithstanding it, this Court will have and retain continuing jurisdiction over the Action  
8 and over all Parties and Class Members, to the fullest extent necessary or convenient to enforce and  
9 effectuate the terms and intent of this Settlement and all matters provided for in it, and to interpret it.

10 **VI. MUTUAL FULL COOPERATION.**

11 The Parties will fully cooperate with each other to accomplish the terms of this Settlement  
12 Agreement, including, but not limited to, execution of such documents and taking such other action as  
13 may be reasonably necessary or convenient to implement it. In the event the Parties or their counsel are  
14 unable to resolve any dispute regarding the form or content of any document needed to implement this  
15 Agreement, or regarding any other matter that may become necessary or convenient to implement it, the  
16 Parties agree to seek the assistance of the Court in resolving such dispute.

17 **VII. NO ADMISSION OF LIABILITY.**

18 Nothing in this Settlement Agreement will constitute or be considered an admission by or on behalf  
19 of Defendant, or any Released Party, of any wrongdoing or liability or of the accuracy of any allegation  
20 made in connection with this Action.

21 **VIII. WITHDRAWAL, NULLIFICATION, INVALIDATION.**

22 A. Effective Date of Defendant's Obligations Under This Agreement.

23 Defendant's obligations under this Settlement Agreement will become final and effective only  
24 upon occurrence of all of the following events:

- 25 1. Execution and filing by the Court of an Order of Preliminary Approval;
- 26 2. Certification of the Class for settlement purposes;
- 27
- 28



3. Appointment of Thomas D. Rutledge of The Law Offices of Thomas D. Rutledge; Mark S. Greenstone of Greenstone Law APC; Brian R. Short of ShortLegal, APC; and Marc L. Godino of Glancy Prongay & Murray LLP as Class Counsel;
4. The Court conducting a Final Fairness Hearing;
5. Execution and filing by the Court of the Order of Final Approval;
6. Entry of Final Judgment; and
7. Occurrence of the Effective Date.

In the event that any of the conditions specified in this Settlement Agreement are not satisfied, or in the event that the Court does not approve this Settlement for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be used or construed by or against either Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties hereto do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the litigation, including all available claims and affirmative defenses, and challenging any claim that the Action could be certified as a class action, as if this Settlement Agreement never existed.

B. Withdrawal

If before the Final Fairness Hearing, persons who otherwise would be members of the Class have filed timely requests to opt out as outlined herein, and if such persons in the aggregate amount to a number greater than five percent (5%) of the total number of Class Members, Defendant will have the sole and absolute discretion to withdraw from this Settlement without any liability or expense. Defendant will provide notice of any such withdrawal in writing to Class Counsel prior to the date set for the Final Fairness Hearing. In the event Defendant elects to so withdraw, it will not be responsible for paying any settlement amounts, Enhancement or attorneys' fees or costs. Defendant, however, will pay any Administration costs. In the event Defendant elects to withdraw pursuant to this Section, such withdrawal will have the same effect as would non-approval pursuant to Section VIII.C.

1 C. Nullification

2 If: (a) the Court should for any reason fail to approve any material term of this Settlement; (b) the  
3 Court should for any reason fail to enter the Order of Final Judgment; or (c) the Court's Order of Final  
4 Judgment is reversed or modified as to any material term, or declared or rendered void as to any material  
5 term; then (1) this Settlement Agreement will be considered null and void; (2) neither this Settlement  
6 Agreement nor any of the related negotiations or proceedings will be of any force or effect; and (3) Class  
7 Counsel will make repayment of any attorneys' fees and costs, and Plaintiff Hubbard will repay any  
8 Enhancement received from Defendant.

9 D. Invalidation

10 Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in  
11 its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in  
12 full force and effect.

13 E. Appeal From Judgment.

14 In the event of a timely appeal from the Order of Final Judgment, the Order of Final Judgment will  
15 be stayed and the Individual Settlement Payments, any other payments required hereunder by Defendant  
16 and the Effective Date, will not occur pending the completion and final resolution of the appeal, and any  
17 payment thereafter will (1) occur only if the Order of Final Judgment is upheld after all appeals; and (2)  
18 be in a manner that is provided for in this Settlement Agreement and in the Order of Final Judgment.

19 **IX. GENERAL PROVISIONS.**

20 A. Confidentiality

21 The Parties intend this Settlement Agreement to be and remain confidential until the Motion for  
22 Preliminary Approval is filed. Neither Party may disclose this Settlement Agreement or the Parties'  
23 settlement terms to any third Party (except to the agreed-upon Claims Administrator) in any manner until  
24 the date of the filing of the Motion for Preliminary Approval. Defendant may, however, disclose the terms  
25 of this Agreement to its Board of Directors, attorneys, accountants, tax advisors, auditors, and insurance  
26 carrier, who must also maintain the confidentiality of this Agreement.

1           B.     Entire Agreement

2           This Settlement Agreement constitutes the entire integrated agreement between the Parties relating  
3 to the settlement of the Action, and no oral representations, warranties or inducements have been made to  
4 any Party concerning this Settlement Agreement other than the representations, warranties and covenants  
5 contained and memorialized in this Settlement Agreement. To the extent that a Class Member is a Party  
6 to any other agreement that provides for arbitration of any disputes with Defendant, including, but not  
7 limited to, disputes relating to a Class Member's employment or termination thereof, that agreement will  
8 remain in full force and effect, and nothing in this Settlement Agreement impacts the enforceability of  
9 that agreement to disputes governed by that agreement. Defendant expressly reserves its right, and does  
10 not waive in any way, to enforce such other agreement in matters other than those subject to this Settlement  
11 Agreement.

12           C.     Authorization To Act

13           Class Counsel warrant and represent that they are authorized by Class Representative, and counsel  
14 of record for Defendant warrant that they are authorized by Defendant, to take all appropriate action  
15 required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its  
16 terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement,  
17 except for any documents, including but not limited to this Settlement Agreement, that are required to be  
18 executed by the Parties.

19           D.     Modification Only In Writing

20           This Settlement Agreement may be amended or modified only by a written instrument signed by  
21 counsel for all Parties or their successors in interest.

22           E.     Binding On Successors

23           This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this  
24 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,  
25 shareholders, officers, directors, employees, agents, trustees, representative, administrators, fiduciaries,  
26 assigns, insurers, executors, partners, parents, subsidiaries, and related or affiliated entities.  
27  
28

1 F. No Prior Assignments

2 The Participating Class Members are deemed by operation of the Order of Final Approval to  
3 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered,  
4 or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
5 demand, cause of action or rights herein released and discharged.

6 G. Governing Law

7 All terms of this Settlement Agreement will be governed by and interpreted according to the laws  
8 of the State of California, without giving effect to conflicts of laws principles.

9 H. Counterparts

10 This Settlement Agreement may be executed in one or more counterparts. All executed  
11 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the Parties  
12 will exchange among themselves signed counterparts.

13 I. Headings for Convenience Only

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

16 J. Construction of This Agreement

17 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result  
18 of arms-length negotiations between the Parties and that this Settlement Agreement will not be construed  
19 in favor of or against any Party by reason of the extent to which any Party, or his, her, or its counsel  
20 participated in the drafting of this Agreement. Except as expressly provided herein, this Settlement  
21 Agreement has not been executed in reliance upon any other oral or written representations or terms and  
22 no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this  
23 Settlement Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize  
24 California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a  
25 written agreement is to be construed according to its terms and may not be varied or contradicted by  
26 extrinsic evidence. The Class Representative and Defendant participated in the negotiation and drafting  
27 of this Settlement Agreement and had available to them the advice and assistance of independent counsel.  
28

1 As such, no Participating Class Member nor Defendant may claim that any ambiguity in this Settlement  
2 Agreement should be construed against the other,

3 K. Corporate Signatories.

4 Any person executing this Settlement Agreement or any related document on behalf of a corporate  
5 signatory hereby warrants and promises for the benefit of all Parties hereto that such person has been duly  
6 authorized to execute this Settlement Agreement or any related document.

7 L. Representation by Counsel.

8 The Parties hereto acknowledge that they have been represented by counsel throughout all  
9 negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been  
10 executed with the consent and advice of counsel.

11 M. Attorneys' Fees and Costs.

12 Except as, otherwise provided herein, the Parties hereto will bear responsibility for their own  
13 attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not  
14 seek reimbursement thereof from any Party to this Settlement Agreement. In the event that legal action  
15 arises out of this Agreement or is necessary to enforce any of the terms or provisions of this Settlement,  
16 the prevailing Party in the Action will recover its attorneys' fees and costs.

17 **IT IS SO STIPULATED AND AGREED.**

18  
19  
20 Date: 11/20

PLAINTIFF

  
DEBORAH HUBBARD

CLASS COUNSEL

THE LAW OFFICES OF THOMAS D.  
RUTLEDGE

21  
22  
23  
24  
25 Date: \_\_\_\_\_

\_\_\_\_\_  
THOMAS D. RUTLEDGE

1 As such, no Participating Class Member nor Defendant may claim that any ambiguity in this Settlement  
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10 executed with the consent and advice of counsel.

11 M. Attorneys' Fees and Costs.

12 Except as, otherwise provided herein, the Parties hereto will bear responsibility for their own  
13 attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not  
14 seek reimbursement thereof from any Party to this Settlement Agreement. In the event that legal action  
15 arises out of this Agreement or is necessary to enforce any of the terms or provisions of this Settlement,  
16 the prevailing Party in the Action will recover its attorneys' fees and costs.

17 **IT IS SO STIPULATED AND AGREED.**

18 PLAINTIFF

19  
20 Date: \_\_\_\_\_

DEBORAH HUBBARD

22 CLASS COUNSEL

23 THE LAW OFFICES OF THOMAS D.  
24 RUTLEDGE

25 Date: 11-9-20 \_\_\_\_\_

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THOMAS D. RUTLEDGE

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GREENSTONE LAW APC

Date: 11-10-2020



MARK S. GREENSTONE

SHORTLEGAL, APC

Date: \_\_\_\_\_

\_\_\_\_\_

BRIAN SHORT

GLANCY PRONGAY & MURRAY LLP

Date: \_\_\_\_\_

\_\_\_\_\_

MARC L. GODINO

**DEFENDANT**

L'ORÉAL USA, INC.

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

SEYFARTH SHAW LLP

Date: \_\_\_\_\_

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PAMELA Q. DEVATA

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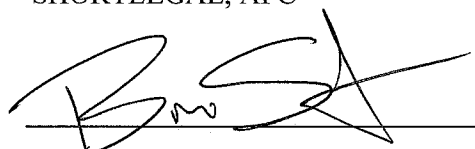
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MARK S. GREENSTONE

SHORTLEGAL, APC

Date: 11/9/2020



BRIAN SHORT

GLANCY PRONGAY & MURRAY LLP

Date: \_\_\_\_\_

MARC L. GODINO

**DEFENDANT**

L'ORÉAL USA, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

SEYFARTH SHAW LLP

Date: \_\_\_\_\_

PAMELA Q. DEVATA



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GREENSTONE LAW APC

Date: \_\_\_\_\_

MARK S. GREENSTONE

SHORTLEGAL, APC

Date: \_\_\_\_\_

BRIAN SHORT

GLANCY PRONGAY & MURRAY LLP

Date: 11/12/2020



MARC L. GODINO

**DEFENDANT**

L'ORÉAL USA, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

SEYFARTH SHAW LLP

Date: \_\_\_\_\_

\_\_\_\_\_

PAMELA Q. DEVATA

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BRIAN SHORT

GLANCY PRONGAY & MURRAY LLP

Date: \_\_\_\_\_

MARC L. GODINO

**DEFENDANT**

L'ORÉAL USA, INC.

Date: 11/11/2020

By: Jeffrey Skwira  
JEFFREY SKWIRA

Its: VICE President - HR SERVICES

**DEFENDANT'S COUNSEL**

SEYFARTH SHAW LLP

Date: 11-11-20

Pamela Q. Devata  
PAMELA Q. DEVATA

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# Exhibit A

2 SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO  
3 NOTICE OF CLASS ACTION SETTLEMENT

4 **PARA UNA VERSIÓN EN ESPAÑOL DE ESTE AVISO, POR FAVOR VAYA**  
5 **A [INSERT SETTLEMENT WEBSITE].**

6 *You are not being sued. This notice affects your rights. Please read it carefully.*

7 To: All persons whom L'Oreal USA, Inc. ("L'Oreal") procured a consumer report for employment  
8 purposes between July 10, 2013 and July 1, 2015.

9 The Honorable \_\_\_\_\_ of the Superior Court for the State of California, County of  
10 San Francisco, preliminarily approved of a proposed settlement ("Settlement") on \_\_\_\_\_ in the above-  
11 captioned action ("Class Action").

12 The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the  
13 key terms of the Settlement, and your rights and options with respect to the Settlement. **You have received**  
14 **this notice because L'Oreal's records indicate that you are a Class Member and you may be entitled**  
15 **to a settlement payment.**

16 Unless you choose to exclude yourself by following the procedures described below, you will be deemed  
17 a Participating Class Member and, if the Court grants final approval of the Settlement, you will be mailed  
18 a check for your share of the settlement fund. **At present, the Parties estimate that Each Participating**  
19 **Class Member will receive approximately \$56.46.**

20 The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held  
21 at **\_:00 \_m. on \_\_\_\_\_, 20** in **[Department]** of Superior Court for the State of California, County  
22 of San Francisco, located at 400 McAllister Street, San Francisco, California 94102. You are not required  
23 to attend the Hearing, but you are welcome to do so. The Court may change the Final Approval Hearing  
24 date or time without notice.

25 The Court has not determined that L'Oreal violated the law. L'Oreal denies that it violated any law and  
26 denies any liability whatsoever. The two sides disagree on whether Plaintiff (the person who sued) or  
27 L'Oreal would have prevailed if the case had gone to trial.

28 **Summary of the Litigation**

Plaintiff, Deborah Hubbard, on behalf of herself and on behalf of other allegedly similarly situated persons,  
claims that L'Oreal violated the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq.* in  
connection with L'Oreal's procurement and use of consumer reports for employment purposes.

After the exchange of relevant information and evidence, the Parties agreed to enter into settlement  
negotiations in an attempt to informally resolve the claims in the case. On June 18, 2019, the Parties  
participated in a mediation with an experienced and well-respected mediator with special expertise in  
FCRA class actions. At the mediation, the Parties were able to negotiate a complete settlement of Plaintiffs  
claims.

Counsel for Plaintiff, and the attorneys approved by the Court to represent the class, Thomas D. Rutledge,  
Mark S. Greenstone, Brian R. Short, and Marc L. Godino ("Class Counsel"), has investigated and  
researched the facts and circumstances underlying the issues raised in the case and the applicable law.  
While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also  
recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing,

1 Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of  
2 Class Members.

3 L'Oreal denies that it violated the law in any way. It has denied, and continues to deny, the factual and  
4 legal allegations in the case and believes that it has valid and meritorious defenses to Plaintiff's claims.  
5 By agreeing to settle, L'Oreal is not admitting liability on any of the allegations or claims in the case or  
6 that the case can or should proceed as a class action. L'Oreal has agreed to settle the case as part of a  
7 compromise with Plaintiff.

### 8 **Summary of The Proposed Settlement Terms**

9 Plaintiff and L'Oreal have agreed to settle the class claims in exchange for a Class Settlement Amount of  
10 \$680,000. This amount is inclusive of: (1) Individual Settlement Payments to all Participating Class  
11 Members; (2) an Enhancement to the Class Representative (an amount paid to the Class Representative  
12 for her service, involvement, and risk in connection with being a Class Representative); (3) Class  
13 Counsel's Attorneys' Fees and Costs; and (4) reasonable Administrative Costs currently estimated at  
14 \$31,500. No money will revert back to L'Oreal. After deducting the Enhancement, Class Counsel's  
15 Attorneys' Fees and Costs, and the Settlement Administrator's fees and expenses, a Net Settlement  
16 Amount of approximately \$391,833.34 will be allocated to Class Members who do not opt out of the  
17 settlement ("Participating Class Member"). Each Participating Class Member will receive an equal portion  
18 from the Net Common Fund.

19 Participating Class Members will have 180 days from the mailing of the settlement checks to cash their  
20 settlement checks. After 180 days from the mailing of settlement checks, the amount of any settlement  
21 checks from the Net Common Fund that have not been cashed will be distributed to Bet Tzedek Legal  
22 Services. Bet Tzedek Legal Services is a nonprofit organization that Plaintiff and L'Oreal have agreed  
23 upon and provides civil legal services to low-income individuals.

24 According to L'Oreal's records, L'Oreal requested your background screening report (a consumer report)  
25 in connection with your employment between July 10, 2013 and July 1, 2015. Accordingly, if the  
26 Settlement is finally approved, your estimated payment would be approximately \$56.46.

27 Class Members should consult their tax advisors concerning the tax consequences of the payments they  
28 receive under the Settlement. For purposes of this settlement, 100% will be allocated as non-wages for  
which IRS Forms 1099-MISC will be issued.

29 **If you wish to participate in the class action settlement, which is explained in this Notice and the**  
30 **Settlement Agreement, you do not have to do anything. You will receive money under the class**  
31 **action settlement by doing nothing.** If you want to opt out of, or request to be excluded from and not  
32 bound by, the class action settlement, then you must submit your intention to opt out of the settlement in  
33 the manner and timeframe described in this Notice and in the Settlement Agreement.

### 34 **Your Options Under the Settlement**

#### 35 ***Option 1— Automatically Receive a Payment from the Settlement***

36 If you want to receive your payment from the Settlement, then no further action is required on your part.  
37 You will automatically receive your settlement payment from the Settlement Administrator if the  
38 Settlement receives final approval by the Court.

#### 39 ***Option 2— Update Your Address***

40 If you want to receive your payment from the Settlement and need your payment mailed to a different  
41 address, then you must contact the Settlement Administrator not later than , 20\_ to inform the Settlement  
42 Administrator of your address update.

43 Questions? Contact the Settlement Administrator toll free at 1-\_\_\_\_-\_\_\_\_ or at

44 www.\_\_\_\_.com

1 **Option 3 — Opt Out of the Settlement**

2 If you do not wish to participate in the Settlement, you may exclude yourself from participating by  
3 submitting a written request to the Settlement Administrator expressly and clearly indicating that you  
4 have received this Notice of Class Action Settlement, decided not to participate in the settlement, and  
5 desire to be excluded from the settlement. The written request for exclusion must include (i) your full  
6 name, address, telephone number and last four digits of your social security number; (ii) your signature,  
7 and the date of your signature; and (iii) an express statement to the effect of “I wish to opt-out of the  
8 Hubbard v. L’Oreal USA, Inc., CGC-18-567952, settlement” to indicate you wish to be excluded from  
9 the Settlement.

6 Settlement Administrator  
7 c/o \_\_\_\_\_ Fax: \_\_\_\_\_

8 The written request to be excluded must be postmarked or faxed not later than \_\_\_\_\_, 20\_\_\_. If you submit a  
9 request for exclusion that is not postmarked or faxed by \_\_\_\_\_, 20\_\_\_, your request for exclusion will be  
10 rejected, and you will be included in the settlement class. If you submit an incomplete request for  
11 exclusion, the Settlement Administrator will notify you of your deficiencies and you will be given 14  
12 calendar days from the date of notice to remedy your deficiencies. If you submit a valid request for  
13 exclusion, you will not receive any cash payment if you do not opt out of the Settlement but then later  
14 do not cash your settlement check, you will be bound by the class action settlement.

13 **Option 4 — Object to the Settlement**

14 If you decide to object to the Settlement because you find any portion of it unfair or unreasonable,  
15 including requested attorneys’ fees or incentive award, you must submit an objection stating why you  
16 object to the settlement. Your objection must provide: (i) your full name, current mailing address,  
17 signature, and date of signature; (ii) the last four digits of your social security number; (iii) the case name  
18 and number; (iv) a written statement of all grounds for the objection; (v) all evidence and supporting  
19 papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to  
20 consider; and (vi) whether you intend to appear at the final approval hearing. The objection must be  
21 postmarked not later than \_\_\_\_\_, 20\_\_ and mailed to the administrator at [administrator’s address]. All  
22 objections must be postmarked and mailed to the administrator by not later than \_\_\_\_\_, 20\_\_\_.  
23 Late objections will not be considered. If you submit an incomplete objection, the Settlement  
24 Administrator will notify you of your deficiencies and you will be given 14 calendar days from the date  
25 of notice to remedy your deficiencies. By submitting an objection, you are not excluding yourself from  
26 the settlement. To exclude yourself from the settlement, you must follow the directions described above.  
27 Please note that you cannot both object to the Settlement and exclude yourself. You must choose one  
28 option only. If you submit both a valid and timely request for exclusion and objection, the Settlement  
29 Administrator will only consider your request for exclusion and not your objection.

30 You may also, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_ at  
31 \_\_\_\_\_ a.m./p.m. in the Superior Court for the State of California, County of San Francisco and discuss  
32 your objection with the Court and the Parties at your own expense. You may also retain an attorney to  
33 represent you at the hearing. The Court may change the hearing date or time without notice.

34 If you choose **Option 1 and do nothing** or choose **Option 2 and provide an updated address**, and if the  
35 Court grants final approval of the Settlement, then you will be mailed a check for your share of the  
36 settlement fund. In addition, you will be deemed to have released or waived Released Claims.

36 **Released Claims** means:

37 All claims, damages, losses, demands, penalties, liabilities, fees, interest, causes of action,  
38 complaints or suits under Section 1681b(b)(2) of the Fair Credit Reporting Act (“FCRA”),  
15 U.S.C. § 1681b(b)(2), and any and all other such claims, damages, losses, demands,

Questions? Contact the Settlement Administrator toll free at 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or at

www.\_\_\_\_\_.com

1 penalties, liabilities, fees, interest, causes of action, complaints or suits which arise from or  
2 which relate to the content, language, or format of the background check disclosure and  
3 authorization forms used by L'Oreal between July 10, 2013 and July 1, 2015, including but  
4 not limited to claims under the Fair Credit Reporting Act, 15 U. S .C. §§ 1681, *et seq.*,  
5 N.J.S.A. §§ 56: 1 1-31 *et seq.*, Investigative Consumer Reporting Agencies Act (“ICRAA”),  
6 California Business & Professions Code §§ 17200. *et seq.*, and similar claims under state  
7 law, which any Participating Class Member has ever had, or hereafter may claim to have  
8 against the Released Parties (*i.e.*, L'Oreal USA, Inc. and its past and present parents,  
9 subsidiaries, affiliated and/or related entities, predecessors, successors, and assigns).  
10 Claims after July 1, 2015 have been dismissed without prejudice.

11 If you choose **Option 3 and opt out**, then you will no longer be a Class Member, and you will (1) be  
12 barred from participating in the settlement, (2) be barred from filing an objection to the settlement, and (3)  
13 not receive a payment from the settlement

14 If you choose **Option 4 and object**, then you will still be entitled to the money from the settlement. If the  
15 Court overrules your objection, you will be deemed to have released the Released Claims.

### 16 Additional Information

17 This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more  
18 detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings,  
19 the Settlement Agreement, and other papers filed in the case. You may also review these materials by  
20 visiting the settlement website at [INSERT WEBSITE]. The settlement website contains the following  
21 documents: the complaint, notice (in both English and Spanish), settlement agreement, preliminary  
22 approval order, all papers filed in connection with preliminary and final approval motions. If granted,  
23 notice of the final judgment will also be given on the settlement website. A copy of the Settlement  
24 Agreement may also be obtained from the Settlement Administrator free of charge. You can also obtain  
25 all relevant documents via the court's website for free. To do so, visit  
26 <https://www.sfsuperiorcourt.org/online-services>, enter the case number CGC-18-567962 into the “case  
27 query” feature, and click on the “view” button.

28 All inquiries by Class Members regarding this Class Notice or the settlement should be directed to the  
Settlement Administrator or Class Counsel.

29  
30 Thomas D. Rutledge  
31 **Law Offices of Thomas D. Rutledge**  
32 113 West G Street, Suite 213  
33 San Diego, California 92101  
34 Phone: (619) 886-7224

35  
36 Brian R. Short  
37 **ShortLegal, APC**  
38 350 10th Avenue, Suite 1000  
39 San Diego, California 92101  
40 Phone: (619) 272-0720

41  
42 Mark S. Greenstone  
43 **Greenstone Law APC**  
44 1925 Century Park East, Suite 2100  
45 Los Angeles, California 90067  
46 Phone: (310) 201-9156

47  
48 Marc L. Godino  
49 **Glancy Prongay & Murray LLP**  
50 1925 Century Park East, Suite 2100  
51 Los Angeles, California 90067  
52 Phone: (310) 201-9150

53 PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, L'OREAL OR  
54 L'OREAL'S ATTORNEYS WITH INQUIRIES.

55 Questions? Contact the Settlement Administrator toll free at 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or at

56 www.\_\_\_\_\_.com

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# Exhibit B



1 **Sender Name:** L'Oréal USA, Inc. Class Action Settlement Administrator

2  
3 **Subject:** Hubbard, et al. v. L'Oréal USA, Inc. – Class Settlement Notice

4  
5 **Body of Email:**

6 Dear Class Member,

7 *[Haga clic aquí para ver este mensaje en español]* **Link**

8 You are receiving this email because you have been identified as a class member in the above-referenced  
9 class action lawsuit in which the parties have agreed upon a proposed settlement.

10 You have a right to know about the terms of the proposed settlement, and about all of your options, before  
11 the Court decides whether to approve the settlement. If the Court approves the settlement and after  
12 objections and appeals (if any) are resolved, a Claims Administrator appointed by the Court will distribute  
13 payments as provided for by the settlement.

14 The Notice you are receiving in this email and by U.S. mail explains the lawsuit, the settlement, your legal  
15 rights, what benefits are available, who is eligible for them, and how to receive them.

16 The Court in charge of this case is the San Francisco County Superior Court, and the case is known as  
17 *Hubbard, et al. v. L'Oréal USA, Inc., Case No. CGC-18-567952.*

18 If you have any questions or desire any additional information, please contact the Claims Administrator  
19 at 800-523-5773.

20 Thank you.

21 Settlement Administrator  
22 Phoenix Settlement Administrators  
23  
24  
25  
26  
27  
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