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14 DORIANN SLATTERY,
15 Plaintiff,
16 v.
17 ATHENA COSMETICS, INC.,
18 Defendant.

Lead Case No. 2:23-cv-10078-HDV-
AJR

Judge: Hernán D. Vera

CLASS ACTION

**[PROPOSED] PRELIMINARY
APPROVAL ORDER
PROVISIONALLY CERTIFYING
SETTLEMENT CLASS; APPROVING
FORM AND CONTENT OF CLASS
NOTICE; AND SETTING FINAL
APPROVAL HEARING**

REBECCA RUSH,
Plaintiff,
v.
ATHENA COSMETICS, INC.,
Defendant.

1 **WHEREAS**, Plaintiffs Rebecca Rush and Corrine Markoff (“Plaintiffs”)¹ and
2 Defendant Athena Cosmetics, Inc. (“Athena”) entered into a Settlement Agreement
3 on November 11, 2025, which, together with the exhibits thereto, sets forth the
4 terms and conditions for a proposed resolution of the action styled as *Rebecca Rush*
5 *v. Athena Cosmetics, Inc.*, Case No. 2:2024-cv-08542-HDV-AJR (the “Action”) and
6 for its dismissal with prejudice;

7 **WHEREAS**, this Court has reviewed the Settlement Agreement entered into
8 by the Parties, all exhibits thereto, the record in this case, and the Parties’
9 arguments;

10 **WHEREAS**, this Court preliminarily finds, for the purpose of settlement
11 only, that the Settlement Class meets all the prerequisites of Rule 23 of the Federal
12 Rules of Civil Procedure for class certification, including numerosity, commonality,
13 typicality, predominance of common issues, superiority, and that Plaintiffs and
14 Plaintiffs’ Counsel are adequate representatives of the Settlement Class;

15 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS
16 FOLLOWS:**

17 1. All terms and definitions used herein have the same meanings as set
18 forth in the Settlement Agreement.

19 **Likely Approval of Proposed Settlement**

20 2. The Court finds that the Court will likely be able to approve the
21 proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2). The
22 Settlement Agreement: (a) results from efforts by Class Representative Plaintiffs

23
24 ¹ Corrine Markoff filed her own parallel action on the same day as the original *Slattery*
25 and *Rush* complaints. See *Markoff v. Athena Cosmetics, Inc.*, No. 1:23-cv-16401
26 (N.D. Ill.). Ms. Markoff is represented by the same counsel as Ms. Slattery and Ms.
27 Rush, and she is a signatory to the Settlement Agreement. Under the Settlement
28 Agreement, Ms. Markoff is a proposed settlement class representative, and will
voluntarily dismiss with prejudice her own action upon final approval of the
Settlement Agreement.

1 and Class Counsel who adequately represented the class; (b) was negotiated at arm's
2 length and with the assistance of a mediator; (c) provides relief for the Settlement
3 Class that is adequate, taking into account: (i) the costs, risks, and delay of trial and
4 appeal; (ii) the effective proposed method of distributing relief to the class; and (iii)
5 the terms of the proposed award of Plaintiffs' Counsel's Fees and Expenses and
6 Class Representative Service Payments, including timing of payment; and (d) treats
7 members of the Settlement Class equitably relative to each other.

8 **Preliminary Certification of Settlement Class for Purpose of Settlement Only**

9 3. The Settlement is hereby preliminarily approved as fair, reasonable,
10 and adequate such that notice thereof should be given to members of the Settlement
11 Class. Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class, as set
12 forth in the Settlement Agreement and defined as follows, is preliminarily certified
13 for the purpose of settlement only:

14 all persons in the United States or its territories who purchased
15 any of the Products for personal, family or household purposes
16 between January 1, 2017 and the date of entry of this Preliminary
17 Approval Order

18 The Products means all formulations of the RevitaLash® Advanced Eyelash
19 Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash®
20 Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow
21 Conditioner purchased between January 1, 2017 and the date of entry of this
22 Preliminary Approval Order. Excluded from the Settlement Class are (a) any
23 individuals who have pending litigation against Athena; (b) any Settlement Class
24 Members who file a timely request for exclusion; (c) any current officers, directors,
25 or shareholders of Athena; (d) any legal counsel or employee of legal counsel for
26 Athena; (e) any federal, state, or local government entities; and (f) any judicial
27 officers presiding over the Action, or the action styled as *Corrine Markoff v. Athena*
28

1 *Cosmetics, Inc.*, Northern District of Illinois, Case No. 1:2023-cv-16401, and the
2 members of their immediate family and judicial staff.

If the Settlement Agreement is not finally approved by this Court, or if such final approval is reversed or materially modified on appeal by any court, this Order (including but not limited to the certification of the class) shall be vacated, null and void, and of no force or effect, and Athena and Plaintiffs shall be entitled to make any arguments for or against certification for litigation purposes.

8 4. Plaintiffs Rebecca Rush and Corrine Markoff are appointed as adequate
9 class representatives of the Settlement Class. The following are appointed as
10 adequate Class Counsel: Ruben Honik and David J. Stanoch, of Honik LLC, 1515
11 Market Street, Suite 1100, Philadelphia, PA 19102; and Peter J. Farnese of Farnese
12 P.C., 700 S. Flower Street, Suite 1000, Los Angeles, CA 90017.

Notice to the Settlement Class

14 5. The Court approves the Long Form Notice, Internet Notice, Email
15 Notice and Claim Form, which are attached to the Settlement Agreement as Exhibits
16 2, 3, 4 and 5, respectively, and finds that their dissemination substantially in the
17 manner and form set forth in the Settlement Agreement meets the requirements of
18 Rule 23 of the Federal Rules of Civil Procedure and due process, constitutes the best
19 notice practicable under the circumstances, and is reasonably calculated, under the
20 circumstances, to apprise members of the Settlement Class of the pendency of the
21 Actions, the effect of the proposed Settlement (including the releases contained
22 therein), the anticipated motion for Plaintiffs' Counsel's Fees and Expenses and
23 Class Representative Service Payments, and their rights to participate in, opt out of,
24 or object to any aspect of the proposed Settlement.

25 6. By **January 8, 2026**, Athena shall, for the purpose of facilitating the
26 distribution of the Summary Notice, provide the Settlement Administrator with the
27 names, email addresses and mailing addresses for those members of the Settlement
28 Class in its records.

1 7. By **January 20, 2026**, the Settlement Administrator shall provide
2 Email Notice, provide Internet Notice, and establish the Settlement Website which
3 shall contain the Long Form Notice, the Claim Form, Complaint, Agreement, the
4 Preliminary Approval Order and Final Order and Judgment, following entry by the
5 court, and such other information agreed to by Plaintiffs' Counsel and Athena's
6 Counsel. The Settlement Administrator shall mail a postcard notice, substantially
7 similar to the Summary Notice, to all members of the Settlement Class for whom
8 Athena does not have a valid email address.

9 8. The Court appoints Digital Settlement Group to serve as the Settlement
10 Administrator. Digital Settlement Group shall supervise and administer the notice
11 procedures, establish and operate the Settlement Website, administer the claims
12 processes, distribute cash payments according to the processes and criteria set forth
13 in the Settlement Agreement, and perform any other duties that are reasonably
14 necessary and/or provided for in the Settlement Agreement.

15 9. Settlement Class Members who wish to make a Claim must do so by
16 submitting a Claim Form by **April 20, 2026**, in accordance with the instructions
17 contained therein. The Settlement Administrator shall determine the eligibility of
18 Claims submitted and allocate the Cash Benefits and Vouchers in accordance with
19 the Settlement Agreement.

20 10. Settlement Class Members who wish to object to the Settlement must
21 send a written objection to the Settlement Administrator that (a) states the case name
22 and number: *Rebecca Rush v. Athena Cosmetics, Inc.*, Case No. 2:2024-cv-08542-
23 HDV-AJR; (b) states the full name, address, and telephone number of the Settlement
24 Class Member making the objection; (c) contains a statement that he/she objects to
25 the Agreement and the reasons for the objections; and (d) is signed by the
26 Settlement Class Member making the objection or an authorized representative. The
27 written objection must be submitted to the Settlement Administrator by U.S. Mail.
28 The objections must be sent to the Settlement Administrator by **April 20, 2026**.

Settlement Administrator

RevitaLash Settlement Administrator,
PO Box 231,
Valparaiso, IN 46384

Settlement Class Members who have retained their own counsel at their own expense to prepare a written objection must have their counsel file the objection that counsel prepares on their behalf on the docket with the United States District Court, Central District of California, in addition to mailing it to the Settlement Administrator as described above. Settlement Class Members may also have their own attorney retained at their own expense appear at the Final Approval Hearing if their counsel notices his or her intention to appear on the docket seven (7) calendar days before the Final Approval Hearing.

11. Any putative member of the Settlement Class who seeks to be excluded from the Settlement Class must submit a request for exclusion. To make this election, Settlement Class Members may send a signed letter or postcard to the Settlement Administrator stating: (a) the name and case number of the California Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than **April 20, 2026**:

Claims Administrator

RevitaLash Settlement
Administrator,
PO Box 231,
Valparaiso, IN 46384

Any member of the Settlement Class who does not file a valid and timely request for exclusion shall be bound by the final judgment dismissing the Actions on the merits with prejudice.

Final Approval Hearing

2 12. The Final Approval Hearing shall be held by the Court on **May 21,**
3 **2026**, beginning at **10:00 a.m.**, to determine whether the requirements for
4 certification of the Settlement Class have been met; whether the proposed settlement
5 of the Actions on the terms set forth in the Settlement should be approved as fair,
6 reasonable and adequate; whether Plaintiffs' Counsel's motion for Plaintiffs'
7 Counsel's Fees and Expenses and Class Representative Service Payments should be
8 approved; and whether final judgment approving the Settlement and dismissing the
9 Actions on the merits with prejudice should be entered. The Final Hearing may,
10 without further notice to the Settlement Class Members (except those who have filed
11 timely and valid objections and requested to speak at the Final Hearing), be
12 continued or adjourned by order of the Court.

13 13. By **April 20, 2026**, Plaintiffs' Counsel shall file all papers in support of
14 the application for the Final Order and Judgment, any motion for Plaintiffs'
15 Counsel's Fees and Expenses and Class Representative Service Payments, and/or
16 any response to any valid and timely objections with the Court, and shall serve
17 copies of such papers upon Defendant's Counsel and upon any objectors who have
18 complied with paragraph 11 of this Order. All opposition papers shall be filed by
19 **April 27, 2026**, and any reply papers shall be filed by **May 4, 2026**.

20 14. Defendant's Counsel and Plaintiffs' Counsel are hereby authorized to
21 utilize all reasonable procedures in connection with the administration of the
22 Settlement which are not materially inconsistent with either this Order or the
23 Settlement Agreement.

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1 15. All motions, discovery, and other proceedings in the Action shall be
2 stayed until the Court enters the Final Approval Order and Final Judgment, or this
3 Settlement Agreement is otherwise terminated.

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5 **IT IS SO ORDERED.**

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7 Dated: December 29, 2025

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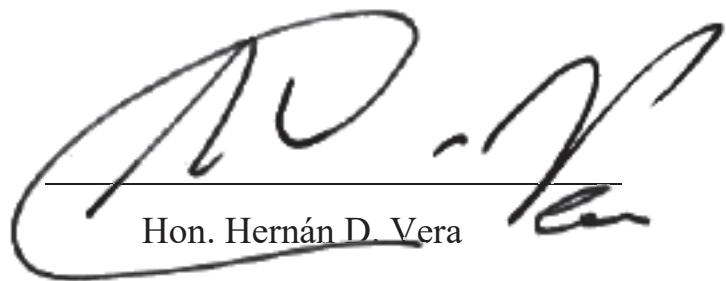
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A handwritten signature in black ink, appearing to read "H. D. Vera", is enclosed within a thin black oval.

Hon. Hernán D. Vera