

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs Corrine Markoff (“Markoff”) and Rebecca Rush (“Rush”) (collectively, the “Plaintiffs”), on the one hand, and Defendant Athena Cosmetics Inc. (“Athena” or “Defendant”), on the other (collectively referred to as the “Parties” or singularly as the “Party”) to effect the settlement set forth herein subject to Court approval.

### **RECITALS**

**A.** Athena manufactures and sells beauty products intended to improve the appearance of eyelashes, eyebrows, and hair. In 2011, Athena released a re-formulated version of its original eyelash conditioner as RevitaLash® Advanced Eyelash Conditioner (“RLA”) and introduced its eyebrow conditioner known as RevitaBrow® Advanced Eyebrow Conditioner (“RBA”). In 2022, Athena launched RevitaLash® Advanced Sensitive Eyelash Conditioner (“RLAS”) and RevitaLash® Advanced Pro Eyelash Conditioner (“RLAP”) (collectively, the “Products”).

**B.** Athena is currently a defendant in two actions, filed by Plaintiffs’ Counsel on behalf of the Plaintiffs, with nearly identical allegations: (1) *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR; and (2) *Corrine Markoff v. Athena Cosmetics, Inc.*, Northern District of Illinois, Case No. 1:2023-cv-16401 (the “Illinois Action”) (together, the “Actions”).

**C.** Rush originally filed her complaint in the Eastern District of New York styled as *Rebecca Rush v. Athena Cosmetics, Inc.*, Case No. 23-cv-8799 but later dismissed the case in New York and refiled in the Central District of California in the matter of *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR. On November 27, 2024, the Court granted the Parties’ stipulation to consolidate the Rush and Slattery actions for pretrial purposes under *Doriann Slattery v. Athena Cosmetics, Inc.*, Central District of California, Lead Case No. 2:23-cv-10078-HDV-AJR (the “California Action”).

**D.** Plaintiffs, through the respective Actions, each seek to represent a nationwide class of consumers and allege claims for: (1) Violation of State Consumer Protection Statutes; (2) Fraud (Affirmative Misrepresentation and Omission); (3) Negligent Misrepresentation and Omission; (4) Breach of Express Warranty; (5) Breach of Implied Warranty; (6) Negligence; and (7) Unjust Enrichment.

**E.** Plaintiffs each allege that Athena failed to disclose material information to themselves and other consumers regarding the Products. The Actions allege that the Products present undisclosed risks.

**F.** Athena denies the allegations asserted in the Actions and any fault, wrongdoing, or liability of any kind associated with the claims asserted by Plaintiffs or the Settlement Class Members for monetary damages or other relief. Athena stands behind the safety of the Products, as well as the regulatory status of the Products as cosmetics based upon safety testing and real-world consumer experience. By entering into this Agreement, Athena further denies that the class as defined in the Actions is appropriate for class treatment, but does not oppose certification of a

settlement class for the sole purpose of settling the Actions and believes that the proposed settlement is desirable in order to avoid the significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction of its personnel and resources.

**G.** On May 15, 2025, the Parties participated in a full day in-person mediation with the Honorable Philip S. Gutierrez (Ret.). Following the mediation, the Parties continued to engage in shuttle diplomacy through Judge Gutierrez and have been working to try and resolve the Actions.

**H.** The Parties have conducted a thorough investigation of the facts and analyzed the relevant legal issues regarding the claims asserted in the Actions. Each Party has exchanged extensive written disclosures and document productions.

**I.** In light of the above and in order to avoid the expense, risks and uncertainty of litigation, and after extensive arms-length negotiations, the Parties have reached agreement to resolve the Actions and have agreed to the terms set forth in this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS**

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

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

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

**1.3** As used herein, the term “**Claim**” means a request made by a Settlement Class Member in order to receive a Settlement Benefit pursuant to the procedures stated in Section 10.

**1.4** As used herein, the term “**Claim Filing Deadline**” means the deadline by which Settlement Class Members must submit a Claim under the Agreement by filing a Claim Form no later than thirty (30) calendar days before the Final Approving Hearing.

**1.5** As used herein, the term “**Claim Form**” means the form Settlement Class Members must complete to submit a Claim under this Agreement. The Claim Form must be signed by the Settlement Class Member under penalty of perjury.

**1.6** As used herein, the term “**Class Counsel**” means the law firms of Honik LLC and Farnese P.C.

**1.7** As used herein, the term “**Class Representative Plaintiffs**” means Plaintiffs Rebecca Rush and Corrine Markoff.

**1.8** As used herein, the term “**Class Representative Service Payment**” means the amount awarded by the Court to each of the Class Representative Plaintiffs for serving as representatives of the Settlement Class.

**1.9** As used herein, the term “**Class Period**” means between January 1, 2017 and the date the Court grants Preliminary Approval of the Settlement.

**1.10** As used herein, the term “**Cash Settlement Fund**” means the \$3,036,000.00 non-reversionary cash settlement fund.

**1.11** As used herein, the term “**Court**” means the United States District Court, Central District of California presiding over the California Action.

**1.12** As used herein, the terms “**Defendant’s Counsel**” and “**Athena’s Counsel**” mean the law firm of Sheppard, Mullin, Richter, & Hampton LLP.

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

**1.14** As used herein, the term “**Email Notice**” means the legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs’ Counsel, Athena’s Counsel, and the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement via electronic mail.

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

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

**1.17** As used herein, the term “**Final Order and Judgment**” means the Court’s entry of a final order approving the Agreement and awarding the Class Representative Service Payment and Plaintiffs’ Counsel’s Fees and Expenses, and Judgment following the Final Approval Hearing.

**1.18** As used herein, the term “**Long Form Notice**” means the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs’ Counsel and Athena’s Counsel, and subject to approval of the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement.

**1.19** As used herein, the term “**Internet Notice**” means a social media campaign and/or Banner Advertisements that (combined with the Email Notice will provide at least a 70% reach) will direct people to the Settlement Website to complete an online Claim Form.

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

**1.21** As used herein, the term “**Non-Monetary Fund**” means the non-reversionary voucher fund worth \$1,134,000.00 usable towards the purchase of any products sold by Defendant.

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

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

**1.24** As used herein, the term “**Operative Complaints**” mean the latest versions of Plaintiffs’ pleadings that set forth the active claims and allegations against Athena in the Actions.

**1.25** As used herein, the term “**Plaintiffs**” means Plaintiffs Rebecca Rush and Corrine Markoff.

**1.26** As used herein, the terms “**Plaintiffs’ Counsel**” means the law firms of Honik LLC, McGuire Law, P.C., Lou Law, and Farnese P.C.

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

**1.28** As used herein, the term “**Preliminary Approval Order**” means the order provisionally certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Final Approval Hearing. The proposed Preliminary Approval Order that Class Representative Plaintiffs submit to the Court for approval shall be substantially similar to the form attached as Exhibit 1.

**1.29** As used herein, the term “**Proof of Purchase**” means a receipt or other documentation reasonably establishing the fact of purchase of the Products in the United States

during the Settlement Class Period. An acceptable Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to the Settlement Administrator to establish proof of purchase for class membership, such as: (a) a printed receipt; (b) an e-mail receipt or order confirmation; (c) a shipping confirmation; (d) the email addresses sent to the Settlement Administrator by Athena as noted in Section 9.2(D) herein; or (e) any other purchase history documentation to the extent the Settlement Administrator is able to confirm that this purchase history documentation is reasonably reliable, unique to the purchaser, and consistent with industry standard fraud prevention measures.

**1.30** As used herein, the term “**Products**” means all formulations of the RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash® Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow Conditioner.

**1.31** As used herein, the term “**Released Parties**” means Athena and its predecessors, successors, parents, subsidiaries, members, suppliers, vendors, contract manufacturers, indemnitors, insurers, reinsurers, and affiliates, as well as their respective present and former officers, directors, members, shareholders, managers, employees, attorneys, agents and other representatives, as well as each entity to whom Athena directly or indirectly distributes, ships, or sells any Products, including but not limited to downstream distributors, wholesalers, retailers, franchisees, franchisors, cooperative members, suppliers, lenders, licensees, and licensors, and all of the foregoing entities’ owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns.

**1.32** As used herein, the term “**Residual Funds**” means leftover settlement monies in the Cash Settlement Fund remaining after all eligible claims have been paid.

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

**1.34** As used herein, the term “**Settlement Administrator**” means Digital Settlement who will provide notice and claims administration for the Settlement, subject to approval of the Court.

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

**1.36** As used herein, the term “**Settlement Benefit**” means the Cash Benefit and Vouchers distributed to Settlement Class Members who submit timely and valid Claim Forms in accordance with the terms of this Agreement.

**1.37** As used herein, the term “**Settlement Class**” means, for settlement purposes only, all persons in the United States or its territories who purchased any of the defined Athena Products for personal, family or household purposes between January 1, 2017 and the date of entry of the Preliminary Approval Order excluding (a) any individuals who have pending litigation against Athena; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Athena; (d) any legal counsel or employee of legal counsel

for Athena; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Actions and the members of their immediate family and judicial staff.

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

**1.39** As used herein, the term “**Settlement Class Period**” means between January 1, 2017 and the date of entry of the Preliminary Approval Order.

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

**1.41** As used herein, the term “**Voucher(s)**” means a non-expiring voucher code exchangeable for a \$110 credit towards the purchase of any product sold by Defendant through its e-commerce website <https://www.revitalash.com/>. Vouchers are subject to the terms and conditions set forth in Section 3.10.

## **2. SETTLEMENT CLASS CERTIFICATION AND APPROVAL**

**2.1** For the purposes of this Agreement, the Parties stipulate and agree that the Settlement Class should be certified. Such certification is for settlement purposes only, and has no effect for any other purpose.

**2.2** The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, the Actions shall revert to the status that existed in each as of September 30, 2025.

**2.3** As part of the settlement process, Class Representative Plaintiffs will move the Court for entry of the Preliminary Approval Order. Class Representative Plaintiffs will provide drafts of the moving papers for Athena’s reasonable review and comment seven (7) calendar days before filing.

**2.4** Assuming that the Court enters the Preliminary Approval Order, Class Representative Plaintiffs will later move for the Final Approval Order and Judgment, which seeks final approval of this Agreement, certifies the Settlement Class, authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, authorizes fees and costs to the Settlement Administrator, awards Attorneys’ Fees, awards Expenses, awards Service Awards, rules on timely objections to this Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Actions with prejudice. Class Representative Plaintiffs will provide drafts of the moving papers of the Final Approval Order and Judgment for Athena’s reasonable review and comment seven (7) calendar days before filing. Class Representative Plaintiffs will file their motion for Final Approval Order and Judgment no earlier than thirty (30) calendar days after the end of the Claims Period.

### **3. SETTLEMENT CONSIDERATION AND BENEFITS TO THE CLASS**

**3.1 Cash Settlement Fund.** Athena will fund a non-reversionary Cash Settlement Fund, established by the Settlement Administrator, of THREE MILLION THIRTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$3,036,000.00).

**3.2** On or before ten (10) bank days after entry of the Preliminary Approval Order, Athena shall pay \$200,000.00 to the Settlement Administrator towards the Cash Settlement Fund to be used for notice and settlement administration costs.

**3.3** On or before ten (10) bank days after the Effective Date, Athena shall pay the remaining \$2,836,000.00 to the Settlement Administrator to be applied towards the Cash Settlement Fund.

**3.4** The Cash Settlement Fund shall be used to pay all Cash Benefits, Settlement Administration Costs, Class Representative Service Payments, and Plaintiffs' Counsel's Fees and Expenses.

**3.5 Order of Payments from the Cash Settlement Fund.** The Cash Settlement Fund shall be applied to pay in full and in the following order: (i) necessary taxes and tax expenses, if any; (ii) all costs and expenses associated with Class Notice, including but not limited to all fees and expenses of the Settlement Administrator; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to all fees and expenses of the Settlement Administrator and any costs associated with administering the Settlement Fund; (iv) any Plaintiffs' Counsel's Fees and Expenses; (v) any Class Representative Service Payments made by the Court to Class Representative Plaintiffs under Section 4.1 of this Agreement; (vi) Cash Benefits distributed to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claims process outlined in Section 10; (vii) the Residual Funds, if any, pursuant to Section 3.9 of this Agreement. Payments shall be subject to approval by the Court in a Final Approval Order and Judgment and after the Effective Date.

**3.6 Net Cash Settlement Fund.** The Net Cash Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of all Settlement Administrator Costs, the Class Representative Service Payment, and Plaintiffs' Counsel's Fees and Expenses.

**3.7** The Net Cash Settlement Fund will be allocated pro rata to each Authorized Claimant who submits a Claim. Should the total amount of valid claims for the Cash Benefits, Settlement Administration Costs, Class Representative Service Payment, and Plaintiffs' Counsel's Fees and Expenses exceed \$3,036,000.00, payments will be adjusted downward on a pro rata basis.

**3.8** A Cash Benefit award for a single Claim will be allocated to each Authorized Claimant who submits a Claim Form and elects to receive a Cash Benefit. Authorized Claimants who purchased more than one unit of the Product(s) during the Class Period may receive additional Cash Benefit awards for each additional Claim with submission of Proof of Purchase.

**3.9** The Settlement Administrator shall implement one re-issuance of unclaimed Cash Benefits after making reasonable efforts to identify or correct any matters with the first issuance if the re-issuance will be \$20.00 or more per Authorized Claimant. If any unclaimed Cash Benefits

remains after the re-issuance or if a re-issuance is not possible because it would be less than \$20.00 per Authorized Claimant, the Parties agree those funds shall be distributed to City of Hope within thirty (30) bank days after the expiration of any check or other payment reflecting a Cash Benefit.

**3.10 Non-Monetary Fund.** Athena will fund a non-reversionary Non-Monetary Fund, established by the Settlement Administrator, with a value of ONE MILLION ONE HUNDRED AND THIRTY-FOUR THOUSAND AND ZERO CENTS \$1,134,000.00 in the form of Vouchers.

**3.11 Vouchers Terms of Use.** Vouchers are redeemable towards the purchase of any products sold by Defendant through its e-commerce website <https://www.revitalash.com/>. To apply a Voucher credit on Athena's e-commerce website, Settlement Class Members will need to enter the Voucher's unique code at the time of purchase. Vouchers may be applied in addition to other discount codes, promotions, or gift cards. Vouchers are transferrable and are not required to be used in a single transaction.

**3.12** One Voucher will be allocated to each Authorized Claimant who elects to receive a Voucher, up to a maximum distribution of Vouchers totaling \$1,134,000.00. An Authorized Claimant who submits a Claim may elect to receive both a single Cash Benefit and a single Voucher with Proof of Purchase. If the total value of Vouchers elected by Authorized Claimants exceeds the amount of the Non-Monetary Fund, the Administrator shall require Proof of Purchase for all Vouchers. If thereafter the total value of Vouchers elected by Authorized Claimants still exceeds the amount of the Non-Monetary Fund, the Net Cash Settlement Fund will be used for Vouchers on a dollar-to-dollar basis after payments set forth in Section 3.5(i)-(v) are made, provided that this will not reduce the Cash Benefit elected by any Authorized Claimant below \$20.00.

**3.13** Any remaining Vouchers in the Non-Monetary Fund after the first distribution in Section 3.11 will be allocated to Authorized Claimants who purchased more than one unit of the Product(s) during the Class Period with submission of Proof of Purchase.

**3.14** If there are any Vouchers in the Non-Monetary Fund that remain unclaimed after allocation of the Vouchers, the Parties agree to distribute the unclaimed Vouchers to City Of Hope within thirty (30) bank days after allocation of all Vouchers. City of Hope may allocate any remaining Vouchers to its patients.

**3.15 Injunctive Relief.** No later than 120 days after the Settlement Date, the label changes reflected in Exhibit 7 will be included on Defendant's Products currently in production, and changes to Athena's website contemplated by Exhibit 7 will be implemented. Packaging for any Product that was printed and/or produced prior to 120 days after the Settlement Date will not be changed and may be used to package Products for sale and distribution. The Parties agree that Defendant may sell through any inventory of Products with the existing labels. These changes shall remain in effect for a period of at least two (2) years from the Settlement Date. However, Defendant shall have the right to make label changes and changes to its website during that two (2) year period if required by law or regulation or to otherwise enhance product application or safe use. The Parties further agree that if Defendant makes some or all of the label or website changes before the Settlement Date, these changes will not be construed as party admissions should the Settlement not result in a final, non-appealable judgment.



**3.16 No Tax Liability.** No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. Settlement Class Members and/or Plaintiffs' Counsel shall be solely responsible for any taxes on any recovery, Settlement Benefit or award under this Agreement.

**4. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS**

**4.1 Class Representative Service Payment.** The Parties acknowledge that the Class Representative Plaintiffs will apply to the Court for approval of the Class Representative Service Payment in the amount not to exceed \$10,000 each in recognition of their efforts and activities in furtherance of both the litigation and this Agreement and in exchange for the general release contained herein. The Class Representative Service Payment shall be paid from the Cash Settlement Fund and will not be distributed to Class Representative Plaintiffs until after the Settlement Date. If the Court approves the Agreement and the Class Representative Service Payment to the Class Representative Plaintiffs, the Class Representative Service Payment approved by the Court will be paid by the Settlement Administrator within thirty (30) bank days from the Effective Date. The Parties represent that their negotiation of, and agreement to, the compensation paid to Class Representative Plaintiffs did not occur until after the substantive terms of the Agreement had been negotiated and agreed. No interest shall be paid on the Class Representative Service Payment.

**4.2 Plaintiffs' Counsel's Fees and Expenses.** The Parties acknowledge that Class Representative Plaintiffs shall move the Court, at least thirty-five (35) calendar days before the Objection Deadline and the Exclusion Deadline, for approval of an award of Plaintiffs' Counsel's Fees. The Parties have not discussed, nor agreed to, any particular amount of Plaintiffs' Counsel's Fees. The Court will decide how much Plaintiffs' Counsel will get paid in Plaintiffs' fees and expenses. If the Court approves the Agreement and an award of attorneys' fees and expenses to Plaintiffs' Counsel, Plaintiffs' Counsel's Fees and Expenses shall be paid from the Cash Settlement Fund within thirty (30) bank days by the administrator. Except as otherwise provided herein, Plaintiffs' Counsel and Athena's Counsel shall bear their own respective fees, costs, and expenses. No interest shall be paid on any portion of Plaintiffs' Counsel's Fees and Expenses.

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

**5. RELEASES AND WAIVERS**

**5.1 Release by the Settlement Class.** Effective immediately upon the Effective Date, each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Parties from any and all past, present, or future claims, liabilities, actions, allegations, complaints, demands, obligations, causes of

action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, asserted or unasserted, accrued or unaccrued, fixed or contingent, suspected or unsuspected, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind or multiplier thereof, that each Settlement Class Member now has or may hereafter accrue or otherwise be acquired, arising out of or related to the subject matter of the Action involving the Products including the claims alleged or could have been alleged in the Operative Complaints. Specifically excluded from the release are claims for physical injuries.

**5.2 General Release by Rush, and Markoff.** In addition to Section 5.1 and 5.3, and for the mutual avoidance of further costs, inconvenience, and uncertainties relating to the Actions, Plaintiffs each hereby release and forever discharge Athena from any and all claims (including liabilities, actions, causes of action, obligations, costs, attorneys' fees, damages, losses and demands of every character, nature, kind and source, whether legal equitable or otherwise, including but not limited to those arising out of theories of contract, employment, tort, or libel/slander) which are or could be asserted by Plaintiffs or by a personal representative acting on their behalf. Plaintiffs also represent that they have not assigned any claims which are or could be asserted by them or any third party. For clarity, this is intended to be a "general release" as to Athena. Plaintiffs each further hereby release and forever discharge all other Released Parties except Athena from any and all claims (including liabilities, actions, causes of action, obligations, costs, attorneys' fees, damages, losses and demands of every character, nature, kind and source, whether legal equitable or otherwise, including but not limited to those arising out of theories of contract, employment, tort, or libel/slander) which are or could be asserted by Plaintiffs or by a personal representative acting on their behalf relating to Athena or the Products.

**5.3 Release of Unknown Claims.** It is the clear and unequivocal intention of the Parties, that this Settlement shall be effective as a full and final accord and satisfaction, release, and discharge of each and every released claim specifically or generally referred to in this Settlement. In furtherance of this intention, each Plaintiff and each Settlement Class Member that did not timely request exclusion from the Settlement Class, and each of the Released Parties acknowledges and agrees that s/he or it understands Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Plaintiffs and each Settlement Class Member who did not timely request exclusion from the Settlement Class waives and relinquishes any and all rights and benefits which s/he has or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the

United States to the full extent that s/he may lawfully so waive all such rights and benefits pertaining to the subject matter of the release set forth in Section 11.2 of this Agreement. This release of unknown claims does not extend to claims for physical injury.

## **6. NO ADMISSION OF LIABILITY**

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

## **7. COURT APPROVAL PROVISIONS**

**7.1 Preliminary Approval and Provisional Class Certification.** Class Representative Plaintiffs will move for Preliminary Approval within twenty-one (21) calendar days of completion of the Settlement Agreement. Plaintiffs will provide drafts of the moving papers to Athena's counsel for Athena's reasonable review and comment one week before filing. The motion for preliminary approval shall request that the Court:

- A. Conditionally certify the Settlement Class for settlement purposes only;
- B. Preliminarily approve the form, manner, and content of the Long Form Notice, Internet Notice, Email Notice, and Claim Form described in Section 9.2 of this Agreement, and attached as Exhibits 2, 3, 4, and 5.
- C. Direct that notice be made to Settlement Class Members as described in this Agreement;
- D. Set a deadline for establishing the Cash Settlement Fund and Non-Monetary Fund, the filing of objections, exclusions, Claim Form submission, the filing of the Class Representative Service Payment, Plaintiffs' Counsel's Fees and Expenses, the final approval motion, and schedule the date of the Final Approval Hearing;
- E. Conditionally appoint the Class Representative Plaintiffs as the Class Representatives for settlement purposes only;
- F. Conditionally appoint the law firms Honik LLC and Farnese P.C. as Class Counsel for settlement purposes only;

G. Approve the objection and exclusion procedures for Settlement Class Members;  
and

H. Appoint the Settlement Administrator.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as Exhibit 1.

**7.2 Final Court Approval of the Settlement.** Class Representative Plaintiffs will file a motion for final approval of the Settlement and proposed Final Order and Judgment:

A. Approving the Agreement as fair, reasonable and adequate and directing completion of the terms and provisions of this Agreement;

B. Adjudicating that the releases contained in Section 5 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement;

C. Certifying the Settlement Class for settlement purposes only;

D. Approving a Class Representative Service Payment for Plaintiffs as compensation for their services as the class representatives;

E. Approving an award set by the Court of Plaintiffs' Counsel's Fees and Expenses;

F. Entering judgment in the Action; and

G. Retaining the Court's jurisdiction over the enforcement of this Settlement.

Plaintiffs will provide drafts of the moving papers to Athena's counsel for Athena's reasonable review and comment one week before filing. The proposed Final Order and Judgment shall be substantially similar to the form attached as Exhibit 6.

**7.3 Dismissal of The Illinois Action.** No later than seven (7) calendar days after the Effective Date, Plaintiff Markoff shall dismiss the Illinois Action with prejudice.

**7.4 Proof of Notice.** No later than seven (7) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Order and Judgment, the Settlement Administrator will serve upon Class Counsel and Athena a declaration confirming that notice to the Settlement Class has been provided in accordance with Section 9 of this Agreement. Such Proof of Notice will include, inter alia, the number of Emailed Notices sent, as well as the Emailed Notices that were undeliverable, the number of Settlement Class Members who submitted valid claims as of the date of the declaration, the number and names of the Settlement Class Members who opted out, and the number of Settlement Class Members who objected to or commented on the settlement.

## **8. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT**

**8.1 Court Approval Contingency.** This entire Settlement is contingent upon Court approval. Absent Court approval there is no settlement, and the procedural status of the Action shall return to the status quo as of September 30, 2025. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses, including but not limited to Athena's right to challenge class certification on any and all grounds. In the event that the Court does not approve the Settlement, Athena shall not be obligated to make any payments or provide any other monetary or non-monetary relief to Plaintiffs or the Settlement Class Members, any Plaintiffs' Counsel's Fees and Expenses to Class Counsel, or any Class Representative Service Award to Plaintiffs.

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

## **9. CLASS NOTICE PROCEDURES**

**9.1 Settlement Administration.** The Settlement Administrator shall retain a record of the provision of all Class Notice as described below and will provide periodic updates to the Parties during the Notice Period.

**9.2 Class Notice.** Subject to the court entering the Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide notice in accordance with the form agreed to in this Agreement and approved by the Court. The Parties agree that Plaintiffs and Plaintiffs' Counsel will stop advertising the claims and the only notice provided will be for federal notice. The Parties agree that the form of notice shall not include any trademark images or names. The Parties agree that there shall be no public relations provisions included in the Agreement, except as may be required for notice purposes. The proposed notice and claim forms are attached to this Agreement as Exhibits 2, 3, 4, and 5. The proposed notice forms are subject to further consultation with the Settlement Administrator. Any revisions to the substance of the forms will be agreed to by Plaintiffs' Counsel and Athena's Counsel. Notice shall include all of the following:

A. The web address for the Settlement Website will be [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or a name substantially similar and approved in advance by Athena. The Long Form Notice, attached as Exhibit 2, shall be posted on the Settlement Website. The Settlement Website will also contain the Claim Form, Complaint, Agreement, the Preliminary Approval Order and Final Order and Judgment, following entry by the court, and such other information agreed to by Plaintiffs' Counsel and Athena's Counsel. Within seven (7) business days of when Plaintiffs' Counsel files a motion for Plaintiffs' Counsel's Fees and Expenses, that motion will be included on the Settlement Website. The Settlement Website shall be operative starting on or before twenty (20) calendar days after entry of the Preliminary Approval Order and shall be

deleted and made inaccessible sixty (60) calendar days after distribution of the Settlement Benefit to the majority of Authorized Claimants.

B. **Long Form Notice** shall consist of the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs' Counsel, Athena's Counsel, and the Court. The Long Form Notice shall be substantially similar to the form attached as Exhibit 2. The Long Form Notice will be posted on the Settlement Website and sent to Settlement Class members who so request the Long Form Notice.

C. **Internet Notice** shall consist of a social media campaign and/or banner advertisements that, when combined with the Email Notices, will reach at least a 70% reach that will direct people to the Settlement Website. The Settlement Administrator will provide the Internet Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Internet Notice shall be substantially similar to the form attached as Exhibit 3.

D. **Email Notice** shall be sent via email to the extent such addresses are kept by Athena. Athena shall provide available email and mailing addresses for members of the Settlement Class who purchased directly from Athena to the Settlement Administrator within ten (10) days of the Preliminary Approval Order. The Settlement Administrator will provide the Email Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Email Notice shall be substantially similar to the form attached as Exhibit 4. The Settlement Administrator shall agree to be bound to the protective order in the case and maintain confidentiality of all personally identifiable information of class members. The Preliminary Approval Order should order Athena to produce email addresses of class members to Settlement Administrator only.

E. The Settlement Administrator shall retain a record of all such notice procedures and provide periodic updates to the Parties during the Notice Period.

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

## **10. ELIGIBILITY AND PROCESS FOR CLASS MEMBERS TO OBTAIN A CASH PAYMENT OR VOUCHER**

**10.1 Claims Procedure.** Each Settlement Class Member who wishes to obtain a Cash Benefit and/or Voucher must submit a complete and valid Claim Form on or before the Claim Filing Deadline.

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

**10.3 Valid Claim Forms.** To be considered valid, the Claim Form must contain the Settlement Class member's name and mailing address, attestation of purchase(s) of Products showing the number of Products purchased during the Class period. Claim Forms that do not meet the requirement set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity.

**10.4** Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Products for personal, family or household use; (ii) attesting to purchase of products that are not covered by the terms of this Agreement; (iii) attesting to purchase of Products not during the Class Period; (iv) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (v) failure to fully complete and/or sign the Claim Form; (vi) failure to submit a legible Claim Form; (vii) submission of a fraudulent Claim Form; (viii) submission of a Claim Form that is duplicative of another Claim Form; (ix) submission of a Claim Form by a person who is not a member of the Settlement Class; (x) request by person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (xi) failure to submit a Claim Form by the end of the Claim Period; (xii) programmatic fraud or deception analyses; or (xiii) failure to otherwise meet the requirements of this Agreement.

**10.5 Attestation of Purchase.** Members of the Settlement Class must submit a Claim Form that states to the best of his or her knowledge the total number of Products that he or she purchased during the Class Period. The Claim Form shall be signed under an attestation stating the following or substantially similar language: "I declare under penalty of perjury that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above during the Class Period for my personal, family or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review."

**10.6 Proof of Purchase.** Members of the Settlement Class may elect to submit a Proof of Purchase to verify their purchases and be eligible to receive additional Cash Benefits, or Vouchers, as set forth in Section 3, but must still submit an attestation. Proof of Purchase may be required for any Claim for Cash Benefits or Vouchers at the reasonable discretion of the Settlement Administrator.

**10.7 Verification of Purchase May Be Required.** The Claim Form shall advise members of the Settlement Class that while Proof of Purchase is not required to submit a single claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud, including but not limited to requiring Proof of Purchase from any Claimant.

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

## **11. OBJECTIONS AND REQUESTS FOR EXCLUSION**

**11.1 Objections.** Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 11 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by sending a written objection to the Settlement Administrator that (a) states the case name and number: *Rebecca Rush v. Athena Cosmetics, Inc.*, Case No. 2:2024-cv-08542-HDV-AJR; (b) states the full name, address, and telephone number of the Settlement Class Member making the objection; (c) contains a statement that he/she objects to the Agreement and the reasons for the objections; and (d) is signed by the Settlement Class Member making the objection or an authorized representative. The written objection must be submitted to the Settlement Administrator by U.S. Mail. The written objection must be postmarked no later than the Objection Deadline. The Settlement Administrator must serve on Class Counsel and Athena's Counsel a list of Settlement Class Members who have objected along with the substance of those objections no later than seven (7) calendar days prior to the filing date of Plaintiffs' motion for final approval. If a Settlement Class Member submits both an exclusion request and an objection, the exclusion request shall take precedence and will be considered valid and binding, and the objection shall be deemed to have been sent by mistake and rejected.

A. Settlement Class Members have the option to appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees regardless of whether they have timely submitted a written objection to the Settlement Administrator.

B. 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.

C. Class Counsel will ensure that all objections sent to the Settlement Class Members who have not retained their own counsel are filed with the United States District Court, Central District of California in advance of the Final Approval Hearing.

**11.2 Exclusion from the Settlement Class.** Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Agreement. To make this election, Settlement Class Members may send a signed letter or postcard to the Settlement Administrator stating: (a) the name and case number *Rebecca Rush v. Athena Cosmetics, Inc.*, Case No. 2:2024-cv-08542-HDV-AJR; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on Class Counsel and Athena's Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class no later than seven (7) calendar days prior to the filing date of Plaintiffs' motion for final approval. If a Settlement Class Member



submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and will be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

## **12. ADDITIONAL PROVISIONS**

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

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

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

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

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

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

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

**12.8 Parties Represented by Counsel.** The undersigned Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

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

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

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

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

**12.13 Governing Law.** This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, exclusive of its conflicts of law principles. The Parties agree that for purposes of the Settlement the United States District Court, Central District of California may assert general personal jurisdiction over the Parties.

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

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

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

**12.17 Press Release.** Plaintiffs and Plaintiffs' Counsel agree that no press release or comment to the press shall be made concerning the Actions or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel or for class certification.

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

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

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

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

**PLAINTIFFS' COUNSEL**

**DEFENDANT'S COUNSEL**

HONIK LLC

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

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

Date:

Date:

FARNESE P.C.

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

Date:

LOU LAW

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

Date:

MCGUIRE LAW, P.C.

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

Date:

**PLAINTIFFS**

CORRINE MARKOFF

---

Date:

---

REBECCA RUSH

---

Date:

**DEFENDANT**

ATHENA COSMETICS, INC.

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

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

Date:

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

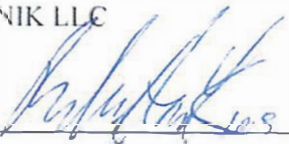
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**PLAINTIFFS' COUNSEL**

HONIK LLC

By: 

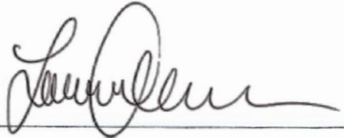
Date: 11/11/2025

EARNESE P.C.

By: 

Date: 11/11/2025

LOU LAW

By: 

Date: 11/11/2025

MCGUIRE LAW, P.C.

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

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

**DEFENDANT'S COUNSEL**

SHEPPARD, MULLEN, RICHTER &  
HAMPTON LLP

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

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

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

**PLAINTIFFS' COUNSEL**

HONIK LLC

By: 

Date: 11/11/2025

EARNESE PC.

By: 

Date: 11/11/2025

LOU LAW

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

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

MCGUIRE LAW, P.C.

By: 

Date: November 11, 2025

**DEFENDANT'S COUNSEL**

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

By: 

Date: November 11, 2025

**PLAINTIFFS**

CORRINE MARKOFF

Corrine Markoff  
Date: 11/11/2025

\_\_\_\_\_

REBECCA RUSH

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

**DEFENDANT**

ATHENA COSMETICS, INC.

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

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

Date:

**PLAINTIFFS**

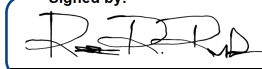
CORRINE MARKOFF

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

\_\_\_\_\_

REBECCA RUSH

Signed by:



\_\_\_\_\_  
Date: 11/11/2025

**DEFENDANT**

ATHENA COSMETICS, INC.

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

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

Date:



**PLAINTIFFS**

CORRINE MARKOFF


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

\_\_\_\_\_  
  
REBECCA RUSH

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

**DEFENDANT**

ATHENA COSMETICS, INC.

By:   
E5A77DF482C54B0...

Its: VP Global Finance

Date: 11/11/2025

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

- Exhibit 1: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit 2: Long Form Notice
- Exhibit 3: Internet Notice
- Exhibit 4: Email Notice
- Exhibit 5: Claim Form
- Exhibit 6: [Proposed] Final Approval Order and Judgment
- Exhibit 7: Injunctive Relief

# Exhibit 1

1 FARNESE P.C.  
Peter J. Farnese (SBN 251204)  
2 [pjf@farneselaw.com](mailto:pjf@farneselaw.com)  
700 S. Flower St., Suite 1000  
3 Los Angeles, CA 90017  
Telephone: 310-356-4668

4 HONIK LLC  
5 Ruben Honik (*Pro hac vice*)  
[ruben@honiklaw.com](mailto:ruben@honiklaw.com)  
6 David J. Stanoch (*Pro hac vice*)  
[david@honiklaw.com](mailto:david@honiklaw.com)  
7 1515 Market St., Suite 1100  
Philadelphia, PA 19102  
8 Telephone: 267-435-1300

9 *Counsel for Plaintiffs and the Proposed*  
10 *Classes*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
13

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

19 REBECCA RUSH,  
20 Plaintiff,  
21 v.  
22 ATHENA COSMETICS, INC.,  
23 Defendant.  
24

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

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

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24 <sup>1</sup> 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.

3 If the Settlement Agreement is not finally approved by this Court, or if such  
4 final approval is reversed or materially modified on appeal by any court, this Order  
5 (including but not limited to the certification of the class) shall be vacated, null and  
6 void, and of no force or effect, and Athena and Plaintiffs shall be entitled to make  
7 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.

13 **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 DATE [10 days from the entry of this Preliminary Approval Order],  
26 Athena shall, for the purpose of facilitating the distribution of the Summary Notice,  
27 provide the Settlement Administrator with the names, email addresses and mailing  
28 addresses for those members of the Settlement Class in its records.

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

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

16           9. Settlement Class Members who wish to make a Claim must do so by  
17 submitting a Claim Form by DATE [no later than 30 days before the Final  
18 Approval Hearing and at least 90 days after notice], in accordance with the  
19 instructions contained therein. The Settlement Administrator shall determine the  
20 eligibility of Claims submitted and allocate the Cash Benefits and Vouchers in  
21 accordance with the Settlement Agreement.

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



1 written objection must be submitted to the Settlement Administrator by U.S. Mail.  
2 The objections must be sent to the Settlement Administrator by **DATE [at least 55**  
3 **days after the Preliminary Approval Order and at least 30 days before the Final**  
4 **Approval Hearing].**

5 **Settlement Administrator**

6 **RevitaLash Settlement Administrator,**  
7 **PO Box 231,**  
8 **Valparaiso, IN 46384**

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

17 11. Any putative member of the Settlement Class who seeks to be excluded  
18 from the Settlement Class must submit a request for exclusion. To make this  
19 election, Settlement Class Members may send a signed letter or postcard to the  
20 Settlement Administrator stating: (a) the name and case number of the California  
21 Action; (b) the full name, address, and telephone number of the person requesting  
22 exclusion; and (c) a statement that he/she does not wish to participate in the  
23 Agreement, postmarked no later than **DATE [at least fifty-five (55) calendar days**  
24 **after entry of Preliminary Approval Order, and at least thirty (30) calendar days**  
25 **prior to the Final Approval Hearing]:**  
26  
27  
28

1 **Claims Administrator**

2 RevitaLash Settlement  
3 Administrator,  
4 PO Box 231,  
Valparaiso, IN 46384

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

8 **Final Approval Hearing**

9 12. The Final Approval Hearing shall be held by the Court on  
10 \_\_\_\_\_, 2025, beginning at \_\_\_\_:\_\_\_\_.m., to determine whether the  
11 requirements for certification of the Settlement Class have been met; whether the  
12 proposed settlement of the Actions on the terms set forth in the Settlement should be  
13 approved as fair, reasonable and adequate; whether Plaintiffs' Counsel's motion for  
14 Plaintiffs' Counsel's Fees and Expenses and Class Representative Service Payments  
15 should be approved; and whether final judgment approving the Settlement and  
16 dismissing the Actions on the merits with prejudice should be entered. The Final  
17 Hearing may, without further notice to the Settlement Class Members (except those  
18 who have filed timely and valid objections and requested to speak at the Final  
Hearing), be continued or adjourned by order of the Court.

19 13. By **DATE [at least 30 days prior to the date of the Final Approval**  
20 **Hearing specified in paragraph 12 above]**, Plaintiffs' Counsel shall file all papers in  
21 support of the application for the Final Order and Judgment, any motion for  
22 Plaintiffs' Counsel's Fees and Expenses and Class Representative Service  
23 Payments, and/or any response to any valid and timely objections with the Court,  
24 and shall serve copies of such papers upon Defendant's Counsel and upon any  
25 objectors who have complied with paragraph 11 of this Order. All opposition  
26 papers shall be filed by **DATE [not less than 7 days from when Plaintiffs' Counsel**  
27 **file Plaintiffs' Counsel's Fees and Expenses and Class Representative Service**  
28

1 *Payments*], and any reply papers shall be filed by \_\_\_\_\_, 2025 [*at*  
2 *least 2 weeks before the hearing*].

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

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

10 IT IS SO ORDERED

11  
12 Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
13 Hon. Hernán D. Vera, U.S.D.J.  
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# Exhibit 2

## **If You Purchased Revitalash Lash or Brow Serums, You May Be Eligible for a Cash Refund and/or a Product Voucher From a Class Action Settlement**

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

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers of RevitaLash® lash and brow serum products sued the distributor, Athena Cosmetics, Inc. (“Athena”), alleging violations of laws relating to the marketing and sale of the products. The Plaintiffs alleged that Athena’s labeling and marketing of RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash® Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow Conditioner (the “Products”) failed to disclose material information about the Products and the potential risks and side effects of an ingredient in the Products. Athena denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not decided whether Athena did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.
- You are eligible to participate in the Proposed Settlement if you purchased any formulation of the Products in the United States from January 1, 2017 until [Date], 2025:

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

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>WHAT IS THIS?</b>	A Settlement has been reached in a class action lawsuit. The lawsuit involves Athena. The Plaintiffs alleged that Athena’s labeling and marketing of the Products failed to disclose material information about the Products and the potential risks and side effects of an ingredient in the Products. Athena denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not decided whether Athena did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.

## YOUR LEGAL RIGHTS AND OPTIONS

<b>SUBMIT A CLAIM FORM POSTMARKED BY [DATE]</b>	<b>This is the only way to receive a monetary payment or voucher from the Proposed Settlement.</b> By remaining in the Proposed Settlement, whether or not you submit a claim, you will give up any rights to sue Athena separately about the legal claims in this lawsuit. Claim Forms are available at <a href="http://www.EyeSerumSettlement.com">www.EyeSerumSettlement.com</a> . For more detail about the claim process, please see questions 5, 6 and 7 below.
<b>EXCLUDE YOURSELF FROM THE CLASS BY [DATE]</b>	If you opt out of the Proposed Settlement, you will not be eligible to receive the monetary payment or voucher, but you will keep your right to sue Athena about the same legal claims in this lawsuit. Requests for exclusion must be postmarked by [date] and mailed to [address]. For more detail about excluding yourself from the Class, please see questions 9 and 11 below.
<b>OBJECT OR COMMENT BY [DATE]</b>	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Settlement. Objections and comments must be filed with the Court and served on the Parties by [date]. For more detail about objecting or commenting, please see questions 10 and 11 below.
<b>APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON [DATE]</b>	You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by [date]. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more detail about appearing in this lawsuit or attending the final hearing, please see questions 10, 14, 15 and 16 below.
<b>DO NOTHING</b>	By doing nothing, you will not receive a monetary payment. You will also give up any rights to sue Athena separately about the legal claims in this lawsuit.

- Your rights and options – **and the deadlines to exercise them** – are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit (*i.e.*, the monetary payments and vouchers described herein) will be made available if the Court approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please read on and/or visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com)

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**Questions? Visit INSERT**  
**or Contact the Settlement Administrator Toll Free at [REDACTED]**

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## BASIC INFORMATION

### 1. Why did I get this notice?

If you purchased any variety of the Products, as described on page 1 of this Notice, you have a right to know about the proposed Settlement of a class action lawsuit and your options. If you have received word of this Notice in the mail or by e-mail, you have been identified from available records as a possible purchaser of the Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website. If the Court approves it, and if objections and all appeals are resolved in favor of settlement approval, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement on the settlement website.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Hernán D. Vera of the United States District Court for the Central District of California is overseeing the lawsuit, which is known as *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR. The persons who sued are called the Plaintiffs, and the company they sued, Athena, is called the Defendant. The Proposed Settlement resolves the pending actions styled *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR and *Corrine Markoff v. Athena Cosmetics, Inc.*, Northern District of Illinois, Case No. 1:2023-cv-16401 (together, the “Actions”).

### 2. What is this lawsuit about?

In this lawsuit, the Plaintiffs claim that Athena’s labeling and marketing of the Products failed to disclose material information about the Products and the potential risks and side effects associated with an ingredient in the Products. Athena denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not determined which side is right. Rather, the Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation.

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

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

### 4. Am I part of this Class?

You are part of the class if you purchased any variety of the Products in the United States from January 1, 2017 until [Date], 2025.

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement provide?

Athena has agreed to provide \$4,170,000.00 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$3,036,000.00 and a non-reversionary voucher fund in the amount of \$1,134,000.00.

If the Settlement is approved and becomes final, it will provide the following benefits to Class Members. If you submit a timely and valid Claim Form, you will receive a Cash Benefit or Voucher, depending on which benefit you select.

**Cash Benefit.** Settlement Class Members who submit a valid and timely Claim Form will be entitled to a cash payment (the “Cash Benefit”). Settlement Class Members who submit a valid and timely Claim Form and either (a) appear in Athena’s records or (b) provide proof of purchase shall be eligible for a payment for each Product claimed. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to one cash payment per household.

The actual amount of these cash benefits, however, is currently unknown because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. The exact amount of Settlement Class Members’ Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys’ fees (i.e., the amount of compensation for legal services provided by the Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), settlement administration costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Payments to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims

**Voucher.** Settlement Class Members may elect to receive a Voucher in the form of a non-expiring voucher code exchangeable for a \$110 credit towards the purchase of any product sold by Athena through its e-commerce website <https://www.revitalash.com/>. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to one voucher per household. Settlement Class Members who submit a Claim with Proof of Purchase may elect to receive both a single Cash Benefit and a single Voucher.

Vouchers are redeemable towards the purchase of any products sold by Athena through its e-commerce website <https://www.revitalash.com/>. To apply a Voucher credit on Athena’s e-commerce website, Settlement Class Members will need to enter the Voucher’s unique code at the time of purchase. Vouchers may be applied in addition to other discount codes, promotions, or gift cards. Vouchers are transferrable and are not required to be used in a single transaction.

If the total value of Vouchers elected by Authorized Claimants exceeds the amount of the \$1,134,000.00, the Administrator shall require Proof of Purchase for all Vouchers. If thereafter the total value of Vouchers elected by Authorized Claimants still exceeds the amount of the \$1,134,000.00, the Net Cash Settlement Fund will be used for Vouchers on a dollar-to-dollar

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Questions? Visit INSERT  
or Contact the Settlement Administrator Toll Free at [REDACTED]

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basis after payments set forth in Section 5 are made, provided that this will not reduce the Cash Benefit elected by any Authorized Claimant below \$20.00.

***Injunctive Relief.*** No later than 120 days after the Settlement Date, the label changes reflected in Exhibit 7 to the Settlement Agreement will be included on the Products currently in production, and changes to Athena's website contemplated by Exhibit 7 will be implemented. Packaging for any of the Products that was printed and/or produced prior to 120 days after the Settlement Date will not be changed and may be used to package Products for sale and distribution. The Parties agree that Athena may sell through any inventory of Products with the existing labels. These changes shall remain in effect for a period of at least two (2) years from the Settlement Date. However, Defendant shall have the right to make label changes and corresponding copy on its website during that two (2) year period if required by law or regulation or to otherwise enhance product application or safe use.

The Parties have further agreed that Athena will pay the costs to administer this Proposed Settlement, reasonable attorneys' fees, costs and expenses, and a payment to the named Plaintiffs (see question XX below). A detailed description of the settlement benefits can also be found in the Settlement Agreement here [\[INSERT hyperlink\]](#).

## 6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for [\[Final Approval Hearing Date\]](#). If the Court approves the Settlement, then eligible Class Members whose claims were approved by the Claims Administrator will receive their payment within 21 days after the Settlement has been finally approved and/or after any appeals process is complete. Class members may choose to receive payments electronically (e.g., PayPal, Venmo, InstaPay etc.) or paper check.

## HOW TO GET THE SETTLEMENT BENEFITS

## 7. How do I get my monetary payment or voucher?

If you are a Class Member and want to receive a payment under the Settlement, you must complete and submit a Claim Form no later than [\[Claims Deadline\]](#). Claims Forms can be found and submitted on-line, or they can be mailed and postmarked by [\[Claims Deadline\]](#). You may have received a link to the Claim Form via e-mail, or in the mail as a postcard notice of the Settlement. To submit a Claim Form on-line or to request a paper copy, go to [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or call toll free, 1-800-[XXX-XXXX](#).

## YOUR RIGHTS AND OPTIONS

## 8. What happens if I do nothing at all?

If you do nothing, then you will remain in the Class and not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Athena with respect to the claims being resolved by the Settlement, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it

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Questions? Visit [INSERT](#)  
or Contact the Settlement Administrator Toll Free at [\[REDACTED\]](#)

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carefully. If you have any questions, you can contact the lawyers listed in question 10 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

## 9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting out” – you won’t get any money or benefits from the Settlement. However, you may then be able to separately sue or continue to sue Athena for the legal claims that are the subject of the lawsuit. If you bring your own lawsuit against Athena after you exclude yourself, you will have to hire your own lawyer for that lawsuit, and you will have to prove your claims.

To exclude yourself from the Settlement, you must mail a written request for exclusion to the Claims Administrator, stating that you “want to be excluded from the Settlement in *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR.” Your written request for exclusion must also include your name, current address, and telephone number. And the request must be signed and dated by you. Your request for exclusion must be mailed and postmarked on or before [Objection/Exclusion Deadline] to:

[MAILING ADDRESS]

## 10. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must submit a written objection by U.S. Mail to the Settlement Administrator entitled “Objection to Class Settlement in *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR” that identifies all the reasons for your objections and any legal and factual support for those reasons. Your written objection must also include your name, address, telephone number, and email address if available, and it must state information showing that you are a Class Member (i.e. Proof of Purchase or a verification under penalty of perjury as to the date and location of your purchase(s)). It must also state if you are represented by legal counsel, and if so, provide contact information for your lawyer, including his or her email address if available. The objection must be signed by you or your authorized representative.

If you intend to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in questions 14, 15 and 16), you must also state your intention to appear in your written objection.

You must file your written objection with the Court and mail a copy to the following persons and places, postmarked no later than [Objection/Exclusion Deadline].

Court	Class	Athena’s Counsel
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Questions? Visit INSERT  
or Contact the Settlement Administrator Toll Free at [REDACTED]

	<b>Counsel</b>	
The Honorable Hernán D. Vera United States District Court for the Central District of California 350 W. 1st Street Los Angeles, CA 90012	Ruben Honik David J. Stanoch Honik LLC 1515 Market St., Suite 1100 Philadelphia, PA 19102 ruben@honiklaw.com david@honiklaw.com  Peter J. Farnese Farnese P.C. 700 S. Flower St., Suite 1000 Los Angeles, CA 90017 pjf@farneselaw.com	Sascha Henry Sheppard Mullin 350 S. Grand Ave., 40th Floor Los Angeles, CA 90071 SHenry@sheppardmullin.com

## **11. What is the difference between objecting and excluding myself from the Settlement?**

Objecting means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement means that you do not want to be part of the Class. If you exclude yourself, then you have no basis to object to the Settlement because the case no longer affects you.

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer in this case?**

The Court appointed the law firms of Honik LLC and Farnese P.C. to represent the Plaintiffs and all Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

### **13. How will the lawyers be paid?**

A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, in an amount subject to approval by the Court. The Parties have no agreement on the amount of Class Counsel's fees, costs, and expenses. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

## THE CLASS REPRESENTATIVES REPRESENTING YOU

### 14. Who are the class representatives?

The Class Representatives that have been appointed by the Court to represent the Class are Plaintiffs Rebecca Rush and Corrine Markoff.

### 15. Will the class representatives be paid?

As part of this Settlement and subject to approval by the Court, the Class Representatives will apply for an award not to exceed \$10,000 to compensate them for their services as the representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

## THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

### 16. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [Time] on [Date] in Courtroom 5B at the United States Courthouse, First Street U.S. Courthouse, 350 W. 1st Street, 5th Floor, Los Angeles, CA 90012. [INSERT Any Conference Call/Video Conference requirements] The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees, costs and expenses. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or call 1-800-XXX-XXXX from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

### 17. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

### 18. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so,

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Questions? Visit INSERT  
or Contact the Settlement Administrator Toll Free at [REDACTED]

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you must include in your written objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing in *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR. Your written objection and notice of intent to appear must be postmarked no later than [Objection/Exclusion Deadline], and sent to the addresses listed in question 10.

## GETTING MORE INFORMATION

### 19. Are more details available?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, which can be found at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also write with questions to [MAILING ADDRESS]. You can also call the Claims Administrator at 1-800-XXX-XXXX or Class Counsel at [INSERT] or (855) 935-5322 (Toll Free), if you have questions.

# Exhibit 3

## SHORT-FORM NOTICE

### IF YOU PURCHASED REVITALASH® LASH OR BROW SERUMS, YOU MAY BE ELIGIBLE FOR A CASH REFUND OR PRODUCT VOUCHER FROM A CLASS ACTION SETTLEMENT

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

**YOUR UNIQUE ID:**

**XXXXXXXXXXXX**

**PLEASE SAVE THIS NUMBER TO FILE A CLAIM**

On [REDACTED], 2025, the U.S. District Court for the Central District of California granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement and Settlement Class Members' options. Because you may be a Settlement Class Member, you may be eligible to receive a **payment or voucher** from the Settlement.

**If the Court gives final approval to the Settlement, each Settlement Class Member who properly and timely completes and submits a Valid Claim Form by [DATE] a cash payment or product voucher.**

Please visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) for more information. After you read the information in this notice, you may click on the button below to file a claim:

**FILE A CLAIM**

*Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente a RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, o RevitaLash® Advanced Pro Eyelash Conditioner. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com).*

#### **WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?**

In this lawsuit, the Plaintiffs claim that Defendant Athena Cosmetics Inc.'s labeling and marketing of RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash® Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow Conditioner (the "Products") failed to disclose material information about the Products and the potential risks and side effects of an ingredient in the Products. Athena denies Plaintiffs' claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation. The Court has not decided in favor of any party and has not evaluated Plaintiffs' claims or Athena's defenses. In settling the litigation, neither side admits the allegations or arguments of the other.

### **WHO IS AFFECTED BY THE SETTLEMENT?**

You are a Settlement Class Member affected by the Settlement if you purchased any of the defined Athena Products for personal, family or household purposes between January 1, 2017 and the date of entry of the Preliminary Approval Order in the United States excluding (a) any individuals who have pending litigation against Athena; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Athena; (d) any legal counsel or employee of legal counsel for Athena; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Actions and the members of their immediate family and judicial staff (collectively, "Settlement Class Members").

For more details about who is affected, visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com).

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Athena has agreed to provide \$4,170,000.00 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$3,036,000.00 and a non-reversionary voucher fund in the amount of \$1,134,000.00.

If the Court approves the Settlement, Settlement Class Members who submit valid Claim Form and either (a) appear in Athena's purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Athena Products shall be entitled to a Cash Benefit for each unit claimed. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a single Cash Benefit per household.

Settlement Class Members may elect to receive a Voucher in the form of a non-expiring voucher code exchangeable for a \$110 credit towards the purchase of any product sold by Athena through its e-commerce website <https://www.revitalash.com/>. Settlement Class Members who submit a Claim with Proof of Purchase may elect to receive both a single Cash Benefit and a single Voucher. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a single Voucher per household as an alternative to a Cash Benefit.

Athena has also agreed to labeling and advertising changes for the Products. For details on these changes, *see* Section 3.15 of the Settlement Agreement, as well as the document called "Exhibit 7" attached to the Settlement Agreement, which are available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com).

For more details about the settlement benefits, read the Long Form Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX.

### **WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?**

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue Athena about the claims in the lawsuit, except for any physical injury claims which are specially excluded from the Settlement.



Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX.

### WHAT ARE YOUR OPTIONS?

**File a claim.** Filing a claim is the only way to get a Cash Benefit and/or Voucher under the Settlement. Click the button at the top of this notice or visit the settlement website, [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com), to file a claim electronically. If you file a claim, you will give up the right to sue Athena in a separate lawsuit about the claims this Settlement resolves. You have until [Month Day, Year] to file a claim.

**Exclude yourself from the Settlement.** If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a written notice of your intention to opt out of the Settlement to the Settlement Administrator by U.S. mail to the following address: [MAILING ADDRESS]. If you opt-out, you will receive no money or voucher, but you will keep your right to sue Defendant for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX. A request for exclusion must be postmarked **no later than [date]**.

**Object to the Settlement.** If you do not exclude yourself, you may object to the Settlement. You may both object and submit a claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the Full Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX. Any objection must be in writing and mailed to the Settlement Administrator at the address below and postmarked **no later than [date]**.

**Do nothing.** You will not receive a Cash Benefit or Voucher under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

For more details about your options, read the Long Notice available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or call (XXX) XXX-XXXX.

### THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing at [time] on [date] to decide whether to approve the Settlement. The hearing will be in Courtroom 5B at the United States Courthouse, First Street U.S. Courthouse, 350 W. 1st Street, 5th Floor, Los Angeles, CA 90012. The Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the class representatives as compensation for their services for the Settlement Class, and what amount to award Class Counsel for their attorneys’ fees and costs. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

### HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Cash Benefit and/or Voucher, you must timely and properly submit a completed Claim Form **no later than [date]**. The Claim Form may be submitted online at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) **no later than [date]** or by mail but must be postmarked **no later than [date]**. Claim Forms are available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or you may request one by calling (XXX) XXX-XXXX. You may also file a claim by clicking on the “File A Claim” button below or at the top of this email.

**FILE A CLAIM**

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

### QUESTIONS?



Visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com)



Call (XXX)XXX-XXXX



Write Athena Cosmetics Settlement Administrator c/o [name] [address]

# Exhibit 4

## SHORT-FORM NOTICE

### IF YOU PURCHASED REVITALASH® LASH OR BROW SERUMS, YOU MAY BE ELIGIBLE FOR A CASH REFUND OR PRODUCT VOUCHER FROM A CLASS ACTION SETTLEMENT

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

**YOUR UNIQUE ID:**

**XXXXXXXXXXXX**

**PLEASE SAVE THIS NUMBER TO FILE A CLAIM**

On [REDACTED], 2025, the U.S. District Court for the Central District of California granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement and Settlement Class Members' options. Because you may be a Settlement Class Member, you may be eligible to receive a **payment or voucher** from the Settlement.

**If the Court gives final approval to the Settlement, each Settlement Class Member who properly and timely completes and submits a Valid Claim Form by [DATE] a cash payment or product voucher.**

Please visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) for more information. After you read the information in this notice, you may click on the button below to file a claim:

**FILE A CLAIM**

*Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente a RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, o RevitaLash® Advanced Pro Eyelash Conditioner. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com).*

#### **WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?**

In this lawsuit, the Plaintiffs claim that Defendant Athena Cosmetics Inc.'s labeling and marketing of RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash® Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow Conditioner (the "Products") failed to disclose material information about the Products and the potential risks and side effects of an ingredient in the Products. Athena denies Plaintiffs' claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation. The Court has not decided in favor of any party and has not evaluated Plaintiffs' claims or Athena's defenses. In settling the litigation, neither side admits the allegations or arguments of the other.

### **WHO IS AFFECTED BY THE SETTLEMENT?**

You are a Settlement Class Member affected by the Settlement if you purchased any of the defined Athena Products for personal, family or household purposes between January 1, 2017 and the date of entry of the Preliminary Approval Order in the United States excluding (a) any individuals who have pending litigation against Athena; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Athena; (d) any legal counsel or employee of legal counsel for Athena; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Actions and the members of their immediate family and judicial staff (collectively, "Settlement Class Members").

For more details about who is affected, visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com).

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Athena has agreed to provide \$4,170,000.00 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$3,036,000.00 and a non-reversionary voucher fund in the amount of \$1,134,000.00.

If the Court approves the Settlement, Settlement Class Members who submit valid Claim Form and either (a) appear in Athena's purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Athena Products shall be entitled to a Cash Benefit for each unit claimed. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a single Cash Benefit per household.

Settlement Class Members may elect to receive a Voucher in the form of a non-expiring voucher code exchangeable for a \$110 credit towards the purchase of any product sold by Athena through its e-commerce website <https://www.revitalash.com/>. Settlement Class Members who submit a Claim with Proof of Purchase may elect to receive both a single Cash Benefit and a single Voucher. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a single Voucher per household as an alternative to a Cash Benefit.

Athena has also agreed to labeling and advertising changes for the Products. For details on these changes, *see* Section 3.15 of the Settlement Agreement, as well as the document called "Exhibit 7" attached to the Settlement Agreement, which are available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com).

For more details about the settlement benefits, read the Long Form Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX.

### **WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?**

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue Athena about the claims in the lawsuit, except for any physical injury claims which are specially excluded from the Settlement.

Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX.

### WHAT ARE YOUR OPTIONS?

**File a claim.** Filing a claim is the only way to get a Cash Benefit and/or Voucher under the Settlement. Click the button at the top of this notice or visit the settlement website, [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com), to file a claim electronically. If you file a claim, you will give up the right to sue Athena in a separate lawsuit about the claims this Settlement resolves. You have until [Month Day, Year] to file a claim.

**Exclude yourself from the Settlement.** If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a written notice of your intention to opt out of the Settlement to the Settlement Administrator by U.S. mail to the following address: [MAILING ADDRESS]. If you opt-out, you will receive no money or voucher, but you will keep your right to sue Defendant for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX. A request for exclusion must be postmarked **no later than [date]**.

**Object to the Settlement.** If you do not exclude yourself, you may object to the Settlement. You may both object and submit a claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the Full Notice or Settlement Agreement available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also call (XXX) XXX-XXXX. Any objection must be in writing and mailed to the Settlement Administrator at the address below and postmarked **no later than [date]**.

**Do nothing.** You will not receive a Cash Benefit or Voucher under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

For more details about your options, read the Long Notice available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or call (XXX) XXX-XXXX.

### THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing at [time] on [date] to decide whether to approve the Settlement. The hearing will be in Courtroom 5B at the United States Courthouse, First Street U.S. Courthouse, 350 W. 1st Street, 5th Floor, Los Angeles, CA 90012. The Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the class representatives as compensation for their services for the Settlement Class, and what amount to award Class Counsel for their attorneys’ fees and costs. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

### HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Cash Benefit and/or Voucher, you must timely and properly submit a completed Claim Form **no later than [date]**. The Claim Form may be submitted online at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) **no later than [date]** or by mail but must be postmarked **no later than [date]**. Claim Forms are available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or you may request one by calling (XXX) XXX-XXXX. You may also file a claim by clicking on the “File A Claim” button below or at the top of this email.

**FILE A CLAIM**

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

### QUESTIONS?



Visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com)



Call (XXX)XXX-XXXX



Write Athena Cosmetics Settlement Administrator c/o [name] [address]

# Exhibit 5



## IMPORTANT LEGAL MATERIALS

### CLAIM FORM — NATIONWIDE SETTLEMENT

#### GENERAL INSTRUCTIONS

You may submit a Claim for a Cash Benefit or Voucher under this Settlement if you purchased any qualifying RevitaLash® Products in the United States between January 1, 2017 and [date]. The qualifying Products covered by the Settlement are RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash® Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow Conditioner (the “Products”).

To receive a benefit from the Settlement you must complete and return this Claim Form. Completed Claim Forms must be mailed to: [administrator name and address] or can be submitted via the Settlement Website, [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). Claim Forms must be **POSTMARKED OR SUBMITTED ONLINE NO LATER THAN [date] at 11:59 p.m., Pacific Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Settlement Notice (“the Notice”) available at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). Defined terms used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to opt-out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. You can elect one benefit per household. To receive the most current information and regular updates, please visit the Settlement Website at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may submit your Claim Form on the Settlement Website.

The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

#### Claimant Information

Claimant Name: \_\_\_\_\_  
First Name MI Last Name

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Notice ID Number (if applicable): \_\_\_\_\_

*If you received an email notice or postcard notice, the Notice ID Number appears on that notice*

Did you purchase one or more Products in the United States between January 1, 2017, and [date]?

☐ Yes or ☐ No

Which Benefit(s) are you claiming (*select at least one*)?

☐ Cash Benefit ☐ Voucher

#### Cash Benefit

A **Cash Benefit** is available for Settlement Class Members who purchased a Product during the Class Period. More than one Cash Benefit may be claimed with Proof of Purchase. A Cash Benefit and a Voucher may be claimed with Proof of Purchase.

#### Purchase Information

If claiming more than one Cash Benefit, or also claiming a Voucher, please attach "Proof of Purchase." Proof of Purchase means a digital or physical receipt, order confirmation, account order history (relevant portion), or other digital or physical documentation from Defendant or other seller of the Products, which reasonably establishes the fact and approximate date of purchase of the Product(s) during the Class Period in the United States.

1. How many Units of Products did you purchase? \_\_\_\_\_
2. Approximate date(s) of Product purchase(s): \_\_\_\_\_
3. If claiming more than one Cash Benefit, are you attaching Proof of Purchase for each additional purchase after your first purchase?  
\_\_\_\_ yes or \_\_\_\_ no
4. Check appropriate box(es) showing where you purchased the Product(s):  
\_\_ [www.revitalash.com](http://www.revitalash.com), or \_\_ other (check all that apply).

### **Voucher**

A **Voucher** is available for Settlement Class Members who purchased a Product during the Class Period. A Cash Benefit and a Voucher may be claimed with Proof of Purchase.

1. Approximate date(s) of Product purchase(s): \_\_\_\_\_
2. If claiming a Voucher and at least one Cash Benefit, are you attaching at least one Proof of Purchase?  
\_\_\_\_ yes or \_\_\_\_ no
3. Check appropriate box(es) showing where you purchased the Product(s):  
\_\_ [www.revitalash.com](http://www.revitalash.com), or \_\_ other (check all that apply).

### **Payment Selection**

Please select **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided in the Claimant Information section above.

### **Submission to Jurisdiction of the Court**

By signing below, you are submitting to the jurisdiction of the United States District Court for the Central District of California.

### Certification under Penalty of Perjury

I hereby certify under penalty of perjury that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. The additional documentation information provided to the Settlement Administrator to support my Claim is original or else a complete and true copy of the original(s);
3. I am not an: (a) individual who has pending litigation against Athena; (b) a Settlement Class Member who filed a timely request for exclusion; (c) a current officer, director, or shareholder of Athena; (d) legal counsel, or an employee of legal counsel, for Athena; or (f) a judicial officer presiding over the action styled as *Rebecca Rush v. Athena Cosmetics, Inc.*, Case No. 2:2024-cv-08542-HDV-AJR, or the action styled as *Corrine Markoff v. Athena Cosmetics, Inc.*, Northern District of Illinois, Case No. 1:2023-cv-16401, or a member of their immediate family or judicial staff.
4. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
5. I have not previously received a complete refund for any purchases of the Products for which I am requesting a Benefit;
6. I understand that by not opting out of the Settlement, I have given a complete Release of all settled Claims; and
7. I understand that Claims will be audited for veracity, accuracy, and fraud. Claim Forms that are not valid and/or illegible may be rejected.

Signature: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

# Exhibit 6

1 FARNESE P.C.  
Peter J. Farnese (SBN 251204)  
2 [pjf@farneselaw.com](mailto:pjf@farneselaw.com)  
700 S. Flower St., Suite 1000  
3 Los Angeles, CA 90017  
Telephone: 310-356-4668

4 HONIK LLC  
5 Ruben Honik (*Pro hac vice*)  
[ruben@honiklaw.com](mailto:ruben@honiklaw.com)  
6 David J. Stanoch (*Pro hac vice*)  
[david@honiklaw.com](mailto:david@honiklaw.com)  
7 1515 Market St., Suite 1100  
Philadelphia, PA 19102  
8 Telephone: 267-435-1300

9 *Counsel for Plaintiffs and the Proposed*  
10 *Classes*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
13

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

19 REBECCA RUSH,  
20 Plaintiff,  
21 v.  
22 ATHENA COSMETICS, INC.,  
23 Defendant.  
24

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

Judge: Hernán D. Vera

CLASS ACTION

[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT;  
AWARDING CLASS  
REPRESENTATIVE SERVICE  
PAYMENTS AND PLAINTIFFS'  
COUNSEL'S FEES AND EXPENSES  
AND FINAL JUDGMENT

1 Plaintiffs’ Motion for Final Approval of Class Action Settlement, for Award  
2 of Class Representative Service Payments and Plaintiffs’ Counsel’s Fees and  
3 Expenses and Final Judgment came on regularly for hearing on \_\_\_\_\_. The Court  
4 has considered the Settlement Agreement, the record in the action styled as *Rebecca*  
5 *Rush v. Athena Cosmetics, Inc.*, Case No. 2:2024-cv-08542-HDV-AJR (the  
6 “Action”), and the Parties’ arguments and authorities.

7 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS**  
8 **FOLLOWS:**

9 1. For purposes of this Order, the Court adopts the terms and definitions  
10 set forth in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter of this matter, the  
12 Settlement Agreement, the Settlement Class Members, Plaintiffs, and Defendant  
13 Athena Cosmetics, Inc. (“Athena”).

14 3. The Court finds that the Class Notice was disseminated in compliance  
15 with the Court’s Preliminary Approval Order and Class Notice constituted the best  
16 notice practicable under the circumstances to all Settlement Class Members and  
17 fully complied with the requirements of Federal Rule of Civil Procedure 23 and due  
18 process.

19 4. The Court finds that, for purposes of the settlement only, all  
20 prerequisites for maintenance of a class action set forth in Federal Rules of Civil  
21 Procedure 23(a) and (b)(3) are satisfied. The Court certifies the following  
22 Settlement Class for purposes of settlement only:

23 all persons in the United States or its territories who purchased  
24 any of the Products for personal, family or household purposes  
25 between January 1, 2017 and [the date of entry of this  
26 Preliminary Approval Order]

27 The Products means all formulations of the RevitaLash® Advanced Eyelash  
28 Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash®

1 Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow  
2 Conditioner purchased between January 1, 2017 and [the date of entry of this  
3 Preliminary Approval Order]. Excluded from the Settlement Class are (a) any  
4 individuals who have pending litigation against Athena; (b) any Settlement Class  
5 Members who file a timely request for exclusion; (c) any current officers, directors,  
6 or shareholders of Athena; (d) any legal counsel or employee of legal counsel for  
7 Athena; and (f) any judicial officers presiding over the Action, or the action styled  
8 as *Corrine Markoff v. Athena Cosmetics, Inc.*, Northern District of Illinois, Case No.  
9 1:2023-cv-16401, and the members of their immediate family and judicial staff.

10 5. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby  
11 grants final approval of the Settlement and finds that the Settlement is fair,  
12 reasonable, and adequate and in the best interests of the Settlement Class Members  
13 based on the following factors, among other things:

14 a) There is no fraud or collusion underlying this Settlement, and it was  
15 reached as a result of extensive arm's-length negotiations, occurring over the course  
16 of several months, warranting a presumption in favor of approval. *Officers for*  
17 *Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982).

18 b) The complexity, expense, and likely duration of the litigation favor  
19 settlement—which provides meaningful benefits on a much shorter time frame than  
20 otherwise possible—on behalf of the Settlement Class Members. *See, e.g., id.*  
21 (“[V]oluntary conciliation and settlement are the preferred means of dispute  
22 resolution.”); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)  
23 (the Ninth Circuit has a “strong judicial policy that favors settlements”). Based on  
24 the stage of the proceedings and the amount of investigation and discovery  
25 completed, the Parties have developed a sufficient factual record to evaluate their  
26 chances of success at trial and the proposed Settlement.

27 c) The support of Class Counsel and Plaintiffs, who have participated in  
28 this litigation and evaluated the proposed Settlement, also favor final approval. *See*

1 *Class Plaintiffs*, 955 F.2d at 1294; *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622  
2 (N.D. Cal. 1979).

3 d) The Settlement provides meaningful relief to the Settlement Class,  
4 including cash relief, and certainly falls within the range of possible recoveries by  
5 the Settlement Class Members.

6 6. The Release set forth in the Settlement Agreement, in Section 5, is  
7 incorporated herein and, as of the Effective Date and by operation of the Order, is  
8 binding and effective on all Class Members who have not properly excluded  
9 themselves. Notwithstanding the foregoing, this release shall not include any claims  
10 relating to the continued enforcement of the settlement or otherwise excluded by the  
11 Settlement Agreement.

12 7. The individuals identified in the exhibit hereto timely and validly  
13 requested exclusion from the Settlement Class. These individuals shall not share in  
14 the benefits of the Settlement, and this Order does not affect their legal rights to  
15 pursue any claims they may have against Athena.

16 8. The Action is settled and dismissed on the merits with prejudice.

17 9. Consummation of the Settlement shall proceed as described in the  
18 Settlement Agreement, and the Court reserves jurisdiction over the subject matter  
19 and each Party to the Settlement with respect to the interpretation and  
20 implementation of the Settlement for all purposes, including enforcement of any of  
21 the terms thereof at the instance of any Party and resolution of any disputes that may  
22 arise relating to the implementation of the Settlement or this Order.

23 10. Without affecting the finality of this Order in any way, the Court shall  
24 retain jurisdiction over this Action, the Plaintiffs, the Settlement Class Members,  
25 and Athena to enforce the terms of the Settlement, the Court's order preliminarily  
26 certifying the class, and this Order. In the event that any applications for relief are  
27 made, such applications shall be made to the Court.

28



1           11. The objections to (a) the certification of the Settlement Class; (b) the  
2 Settlement; (c) Plaintiffs' motion for attorneys' fees, costs, and service awards;  
3 and/or (d) the entry of the Final Approval Order and Final Judgment, have been  
4 considered by the Court and found to be without merit, as such they are overruled.

5           12. Upon consideration of Plaintiffs' Motion for Attorneys' Fees, Costs,  
6 and Service Awards, any response or objection thereto, and any reply, it is hereby  
7 ORDERED that the motion is GRANTED. Plaintiffs and Class Counsel are  
8 awarded the following, pursuant to and to be paid in accordance with the  
9 Settlement Agreement:

- 10           i. Attorneys' fees to Class Counsel in the amount of \_\_\_\_\_;  
11           ii. Litigation costs to Class Counsel in the amount of \_\_\_\_\_; and  
12           iii. Service awards to Rebecca Rush and Corrine Markoff in the amount of  
13               \_\_\_\_\_ each.

14  
15 IT IS SO ORDERED

16 Dated: \_\_\_\_\_, 2025

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17 Hon. Hernán D. Vera, U.S.D.J.  
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**FINAL JUDGMENT**

The Court, having signed and entered an Order Granting Final Approval of Class Action Settlement in the above-captioned matter, **JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil Procedure 58, as to the specified class of persons (excluding the individuals who validly and timely requested exclusion from the Settlement Class, as identified in the Final Approval Order), Plaintiffs, and Defendant Athena Cosmetics, Inc. (“Athena”) on the terms and conditions of the Settlement Agreement approved by the Court’s Final Approval Order.

This Action is hereby dismissed on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated: \_\_\_\_\_, 2025  
\_\_\_\_\_  
Hon. Hernán D. Vera, U.S.D.J.

# Exhibit 7

## **EXHIBIT 7**

Athena Cosmetics, Inc. (“Athena”) agrees to make the following changes to its outer packaging and website product pages for the Products:

1. Athena agrees to remove the term “Non-Irritating” from all packaging and website advertising for the Products.
2. Athena agrees to remove the phrase “safe for sensitive eyes” from the packaging and website advertising for the RevitaLash® Advanced Sensitive Eyelash Conditioner product.
3. Athena agrees to maintain cautionary warning and use statements substantially similar to the following for each of the Products:

**RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, and RevitaLash® Advanced Pro Eyelash Conditioner:** Do not get in eye. Rinse immediately with water if eye contact occurs. Do not use on damaged or irritated skin, if pregnant or nursing or undergoing treatment for glaucoma or cancer. Not recommended if you have dry eyes, eye infections, styes or any other eye-related disorder. If redness, irritation or other unwanted effects occur, stop using product immediately. If symptoms persist, seek medical attention. This cosmetic product contains a small amount of an ingredient classified as a prostaglandin analogue. When applied as directed, RevitaLash® Advanced should not get into the eyes, and therefore, should not have any effect on your eyes. A very small percentage of users reported sensitivity including temporary redness, swelling, itching, burning sensation in the eyes, dry eyes, watering of the eyes, styes, temporary darkening of the skin at the lash line, periorbital fat loss, and/or eyelash loss. It is not known whether RevitaLash® Advanced or some other factor caused the reported reactions. If this is a concern, do not use. Keep out of reach of children.

**RevitaBrow® Advanced Eyebrow Conditioner:** Do not get in eye. Rinse immediately with water if eye contact occurs. Do not use on damaged or irritated skin, if pregnant or nursing or undergoing treatment for glaucoma or cancer. Not recommended if you have a facial skin condition. If redness, irritation or other unwanted effects occur, stop using product immediately. If symptoms persist, seek medical attention. This cosmetic product contains a small amount of an ingredient classified as a prostaglandin analogue. When applied as directed, RevitaBrow® Advanced should not get into the eyes, and therefore, should not have any effect on your eyes. A very small percentage of users reported sensitivity including temporary redness, swelling, itching, bumps, burning sensation on the eyebrow, and/or temporary darkening of the skin at the eyebrows. It is not known whether RevitaBrow® Advanced or some other factor caused the reported reactions, or some other factor. If this is a concern, do not use. Keep out of reach of children.

4. Athena agrees to continue to identify any prostaglandin analogue ingredients in the Products by stating after the prostaglandin analogue in the ingredients list the following parenthetical: “(a prostaglandin analogue)”.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$4.17M Athena Cosmetics Settlement Ends Class Action Lawsuit Alleging Undisclosed Side Effects of Lash, Brow Serums](#)

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