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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING

behalf of all others similarly situated,

Plaintiff,

SHANNON SPENCER, individually and on

v.

L'OREAL USA, INC., a foreign profit corporation; SALONCENTRIC INC., a foreign profit corporation; DESIGNER FRAGRANCES & COSMETICS COMPANY, a foreign profit corporation doing business as KIEHL'S SINCE 1851, LUXURY BEAUTY STORE, and L'OREAL; L'OREAL TRAVEL RETAIL AMERICAS, INC., a foreign profit corporation; L'OREAL USA S/D, INC., a foreign profit corporation; and DOES 1-20, as yet unknown Washington entities,

Defendants.

No.

CLASS ACTION COMPLAINT FOR DISCRIMINATION

Plaintiff Shannon Spencer ("Plaintiff"), individually and on behalf of all others similarly situated ("Class"), brings this action against Defendants L'Oreal USA, Inc.; Saloncentric Inc.; Designer Fragrances & Cosmetics Company; L'Oreal Travel Retail Americas, Inc.; and L'Oreal USA S/D, Inc. (collectively, "Defendants") and alleges, upon personal knowledge as to Plaintiff's own actions and Plaintiff's counsel's investigation, and upon information and belief as to all other

CLASS ACTION COMPLAINT FOR DISCRIMINATION - 1

EMERY | REDDY, PLLC 600 Stewart Street, Suite 1100 Seattle, WA 98101 (206) 442-9106 • Fax: (206) 441

matters, as follows:

I. NATURE OF THE EPOA

- 1. This is a class action lawsuit to remedy Defendants' ongoing violation of Plaintiff and Class members' civil rights.
- 2. Effective January 1, 2023, employers with 15 or more employees must disclose, in each posting for each job opening, the wage scale or salary range and a general description of all of the benefits and other compensation being offered to the hired applicant. *See* RCW 49.58.110(1).
- 3. The Washington Legislature finds that "despite existing equal pay laws, there continues to be a gap in wages and advancement opportunities among workers in Washington." RCW 49.58.005(1). The Legislature further finds that "lower starting salaries translate into lower pay, less family income, and more children and families in poverty." RCW 49.58.005(3)(c).
- 4. This lawsuit follows important, recent research which revealed pervasive pay disparity in Washington with respect to both women and other protected classes. In particular, the study found that women are paid 78 cents for every dollar paid to men—a decline from 80 cents to the dollar a decade ago. *See* Alison Saldanha, *Seattle's pay gap between women and men just won't stop growing* (Mar. 8, 2024), https://www.seattletimes.com/business/seattle-hits-rock-bottom-in-terms-of-the-pay-gap-between-women-and-men/.
- 5. "Some folks do not have the networks or ability to negotiate salaries. Salaries vary wildly in companies within the same industry and applicants do not have the ability to know what the value of the position is." Engrossed Substitute S.B. 5761 House Bill Report, 67th Leg., Reg. Sess. (Wash. 2022). The pay transparency provision of the Washington Equal Pay and Opportunities Act ("EPOA"), RCW 49.58.110, "allows a discussion at the start of the process instead of after an offer has been made, which will increase the ability to negotiate pay." *Id.* Additionally, "[m]any candidates spend hours going through rounds of interviews only to find out they can't live on the offered pay." Engrossed Substitute S.B. 5761 Senate Bill Report, 67th Leg., Reg. Sess. (Wash. 2022). The EPOA makes Washington "more competitive" for job

CLASS ACTION COMPLAINT FOR DISCRIMINATION - 2

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seekers. Id.

- 6. "[P]ay range disclosures function primarily to correct information asymmetry: they give applicants access to key information that only the employer may know. This information is essential to help job candidates, particularly females and candidates in other protected classes, to achieve equal pay when faced with negotiating a starting salary. Pay range disclosures also stand to help current employees discover if they are being underpaid, either to ask for more or equitable compensation or, if the employee suspects discrimination, to initiate an enforcement action." Stephanie Bornstein, *The Enforcement Value of Disclosure*, 72 Duke L.J. 1771, 1789 (2023).
- 7. "[T]he duty to disclose a pay range and to do so publicly goes further, serving other important purposes of a disclosure scheme. It may induce behavior-forcing effects by requiring an employer to identify the pay received by other employees currently in the position and set new employee pay comparably. The goal is that the employer will create pay uniformity based on the position itself rather than the person holding the position." *Id.* at 1790.
- 8. "That pay range postings are public creates additional pressure on employers to provide accurate and fair salary ranges that will attract the best job applicants. And setting pay in a range to which an employer has publicly pre-committed may likely limit the role that even unconscious gender and racial biases play in pay setting." *Id*.
- 9. On January 1, 2021, Colorado enacted a similar pay transparency law that requires online job postings to include information about the expected salary of the position. "One early study of the Colorado pay range posting law showed that, among firms that complied, posted job salaries increased by 3.6 percent." *Id.* (citing David Arnold, Simon Quach & Bledi Taska, *The Impact of Pay Transparency in Job Postings on the Labor Market 2* (Aug. 17, 2022) (unpublished manuscript), https://perma.cc/KBQ5-L9U2.
- 10. This is a class action on behalf of individuals who applied to job openings with Defendants where the postings did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in

direct violation of RCW 49.58.110.

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11. Plaintiff and Class members seek injunctive relief to address Defendants' refusal to disclose in postings the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant, and statutory damages pursuant to RCW 49.58.070 and RCW 49.58.110.

II. JURISDICTION AND VENUE

- 12. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.
- 13. Venue is proper in this Court pursuant to RCW 4.12.020 because the acts and omissions alleged took place, in whole or in part, in King County, Washington and pursuant to RCW 4.12.025 because Defendants transact business in King County, Washington.

III. PARTIES

- 14. Plaintiff Shannon Spencer resides in Skagit County, Washington and applied for a position with Defendants in Washington.
- 15. Defendant L'Oreal USA, Inc. is a foreign profit corporation that regularly transacts business in King County, Washington.
- Defendant Saloncentric Inc. is a foreign profit corporation that regularly transacts business in King County, Washington and has offices for the transaction of business in King County, Washington at 14210 Northeast 20th Street, Suite B-D, Bellevue, Washington 98007 and 840 Northeast Northgate Way, Seattle, Washington 98125.
- 17. Defendant Designer Fragrances & Cosmetics Company is a foreign profit corporation doing business as Kiehl's Since 1851, Luxury Beauty Store, and L'Oreal. Defendant Designer Fragrances & Cosmetics Company regularly transacts business in King County, Washington and has offices for the transaction of business in King County, Washington at 2611 Northeast University Village Street, Seattle, Washington 98105 and 134 Bellevue Square Mall, Bellevue, Washington 98004.
- 18. Defendant L'Oreal Travel Retail Americas, Inc. is a foreign profit corporation that regularly transacts business in King County, Washington.

19. Defendant L'Oreal USA S/D, Inc. is a foreign profit corporation that regularly transacts business in King County, Washington.

20. Plaintiff is currently unaware of the true names and capacities of the defendants sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of the fictitiously named defendants when their true names and capacities have been ascertained. Plaintiff is informed and believes, and thereon alleges, each of the fictitiously named defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by Plaintiff and the Class.

IV. STATEMENT OF FACTS

- 21. Effective January 1, 2023, all Washington employers with 15 or more employees are required to disclose, in each posting for each job opening, the wage scale or salary range, and a general description of all of the benefits and other compensation being offered to the hired applicant. *See* RCW 49.58.110.
- 22. For the purposes of RCW 49.58.110, "posting" means any solicitation intended to recruit job applicants for a specific available position, including recruitment done directly by an employer or indirectly through a third party, and includes any postings done electronically, or with a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).
 - 23. Defendants employ more than 15 individuals.
- 24. From January 1, 2023, to the present, Plaintiff and more than 40 Class members applied to job openings with Defendants for positions located in Washington where the postings did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.
- 25. Despite RCW 49.58.110 becoming effective January 1, 2023, Defendants continue to withhold the wage scale or salary range and/or a general description of all of the benefits and other compensation to be offered to the hired applicant in some, if not all, postings for Washington-based positions.

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- 26. As of the date of this filing, Defendants continue to employ discriminatory hiring practices as a result of their ongoing refusal to comply with RCW 49.58.110.
- 27. Defendants' refusal to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in postings is a violation of Plaintiff and Class members' civil rights, as specifically defined by RCW 49.58.110.
- 28. On or about November 26, 2023, Plaintiff applied for a job opening in Washington with Defendants.
- 29. A true and correct copy of Defendants' posting that Plaintiff applied to is attached hereto as Exhibit 1.
- 30. The posting for the job opening Plaintiff applied to did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.
- In working through the application, Plaintiff expected that at some point he would 31. learn the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.
- 32. However, Defendants withheld the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in the posting and throughout the application process.
- 33. As a result of Defendants' refusal to disclose the wage scale or salary range to be offered to the hired applicant in the posting, Plaintiff was unable to determine the pay for the position.
- 34. As a result of Defendants' refusal to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in the posting, Plaintiff remains unable to evaluate the pay and benefits for the position and compare it to other available positions in the marketplace, which negatively impacts Plaintiff's current and lifetime wages.

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- 35. As a result of Defendants' refusal to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in the posting, Plaintiff's ability to negotiate pay remains adversely affected.
- 36. Plaintiff lost valuable time applying to a position for which the posting did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.
- 37. As noted by the Legislature, "[m]any candidates spend hours going through rounds of interviews only to find out they can't live on the offered pay." Engrossed Substitute S.B. 5761 Senate Bill Report, 67th Leg., Reg. Sess. (Wash. 2022).
- 38. Plaintiff has experienced economic and non-economic harm as a direct result of Defendants' discriminatory hiring practices, their violation of RCW 49.58.110, and their contribution to wage inequality as a result of their refusal to disclose in postings the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.
- 39. Plaintiff and Class members are victims of Defendants' discriminatory hiring practices, which are specifically prohibited by RCW 49.58.110.
- 40. Defendants engaged in a common course of conduct of failing to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in the postings to which Plaintiff and Class members applied.
- 41. As a result of Defendants' systemic violations of RCW 49.58.110, and the EPOA generally, Class members have experienced harm identical to that experienced by Plaintiff.
- 42. Plaintiff and each Class member seek statutory damages of \$5,000, plus their reasonable attorneys' fees and costs.

V. CLASS ACTION ALLEGATIONS

43. <u>Class Definition</u>. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a class action against Defendants on behalf of the Class defined as follows ("Class"):

All individuals who applied for a job opening in Washington with L'Oreal USA, Inc.; Saloncentric Inc.; Designer Fragrances & Cosmetics Company; L'Oreal Travel Retail Americas, Inc.; or L'Oreal USA S/D, Inc. where the job posting did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant from January 1, 2023, through the date of certification of the Class.

- 44. Excluded from the Class are Defendants and their officers and directors.
- 45. <u>Numerosity</u>. There are potentially dozens of Class members who applied for jobs with Defendants within the time period relevant to this matter. Joinder of all such individuals is impracticable. Further, the disposition of all claims of the Class in a single action will provide substantial benefits and efficiency to all parties and to the Court.
- 46. <u>Commonality</u>. Because Class members applied for job openings that did not disclose the wage scale or salary range and the benefits to be offered to the hired applicant, this is a straightforward matter of determining whether Defendants' actions violate Washington law, and, if so, assessing statutory damages.
- 47. <u>Typicality</u>. Plaintiff's claims are typical of the claims of the Class. Plaintiff and Class members applied for job openings with Defendants that did not disclose the wage scale or salary range and the benefits to be offered to the hired applicant.
- 48. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained competent and capable attorneys with substantial experience in complex class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.
- 49. <u>Predominance</u>. Defendants have engaged in a common course of conduct of failing to disclose the wage scale or salary range and the benefits to be offered to the hired applicant in job postings in violation of RCW 49.58.110. The common issues arising from Defendants' unlawful conduct affect Plaintiff and Class members and predominate over any individual issues. Adjudication of these common issues in a single action has the important and desirable advantage

of judicial economy.

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50. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action, however, most Class members would find the cost of litigating their claims prohibitive, especially when that cost is balanced against each individual's respective potential award. Class treatment is superior to multiple individual lawsuits or piecemeal litigation because it conserves judicial resources, promotes consistency and efficiency of adjudication, provides a forum for claimants with smaller cases and those with few resources, and deters illegal activities. There will be no significant difficulty in the management of this case as a class action. The members of the Class and the job postings to which they applied are readily identifiable through Defendants' own records.

VI. CAUSE OF ACTION

FIRST CAUSE OF ACTION VIOLATION OF RCW 49.58.110 Claim of Relief for Plaintiff and the Class

- Plaintiff incorporates by reference all foregoing factual allegations and realleges 51. them as though fully set forth herein.
- As described more fully above, Defendants did not disclose the wage scale or 52. salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in job postings seeking workers for their Washington locations.
- 53. On and after January 1, 2023, Plaintiff and Class members applied for job openings with Defendants where the job postings did not disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant.
 - 54. Defendants' actions and omissions violate RCW 49.58.110.
- As a result of Defendants' actions and omissions, Plaintiff and Class members 55. have experienced economic and non-economic harm.
 - 56. Plaintiff and Class members seek statutory damages pursuant to RCW 49.58.070

CLASS ACTION COMPLAINT FOR DISCRIMINATION - 9

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and RCW 49.58.110, as opposed to their actual damages.

57. Plaintiff and Class members also seek to recover their costs and reasonable attorneys' fees.

VII. REQUEST FOR RELIEF

- 58. Plaintiff, individually and on behalf of members of the Class, requests that the Court enter judgment against Defendants as follows:
 - a. An order certifying that this action be maintained as a class action and appointing Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
 - b. Statutory damages of \$5,000 to Plaintiff and each Class member pursuant to RCW 49.58.070 and RCW 49.58.110;
 - c. Attorneys' fees and costs pursuant to RCW 49.58.070 and RCW 49.58.110;
 - d. Pre- and post-judgment interest;
 - e. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining Defendants from engaging in the conduct complained of herein, including, but not limited to, an order requiring Defendants to disclose the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant in job postings for jobs located in Washington;
 - f. Declaratory relief to the effect that Defendants' failure to disclose in each posting for each Washington job opening the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant violates Washington law;
 - g. Leave to amend this complaint to conform to the evidence; and
 - h. Any additional or further relief which the Court deems equitable, appropriate, or just.

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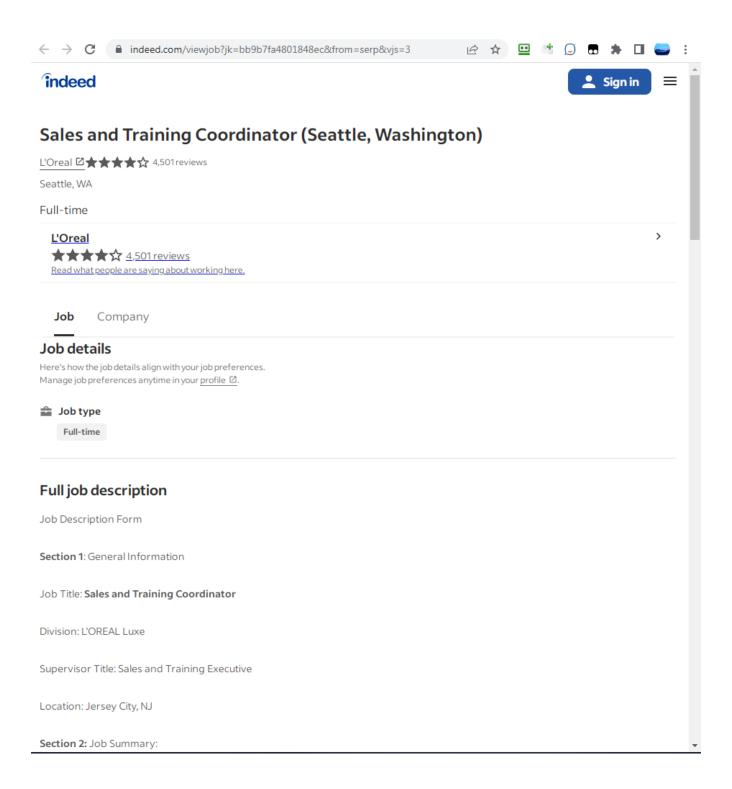
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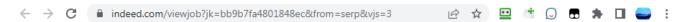
DATED July 22, 2025. EMERY | REDDY, PLLC 1 2 By: /s/ Timothy W. Emery 3 Timothy W. Emery, WSBA No. 34078 Patrick B. Reddy, WSBA No. 34092 4 Paul Cipriani, WSBA No. 59991 Hannah M. Hamley, WSBA No. 59020 5 Emery Reddy, PLLC 600 Stewart Street, Suite 1100 6 Seattle, WA 98101 7 Phone: (206) 442-9106 Fax: (206) 441-9711 8 Email: emeryt@emeryreddy.com Email: reddyp@emeryreddy.com 9 Email: paul@emeryreddy.com 10 Email: hannah@emeryreddy.com Attorneys for Plaintiff Shannon Spencer 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

CLASS ACTION COMPLAINT FOR DISCRIMINATION - 11

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EXHIBIT 1





Section 2: Job Summary:

This role is a true hands-on selling and training position. As a Sales and Training Coordinator and "Brand Ambassador" you must achieve and exceed retail sales plans in an assigned market, through events, focus days and training of retailer associates, management and IT Cosmetics freelancers. Support and execute all brand initiatives. Ensure all merchandising updates are completed in a timely manner and inventory levels are in place to support growth at store level.

The Sales and Training Coordinator will be responsible for:

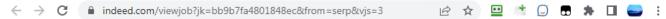
- · Achieving monthly, quarterly and annual sales goals, as assigned
- Accept responsibility for your retail goals and adjust strategy in partnership with your supervisor according to performance and achievement within each retailer
- · Monitor ranking and competitive retail performance and report findings to your Sales and Training Executive
- · Strong in store presence; lead by example through selling and training.
- · Scheduling, planning and execution of trainings, focus days, events, and brand initiatives at store level
- Based on the changing needs of the business, Sales and Training Coordinators may participate in Digital Workstreams as required by Sales and Training Executive and Regional Sales Director

Training:

- · Train all retailer staff, management and freelancers
- Inspire staff to sell the brand even when you are not in the store
- · Facilitate market trainings in partnership with your Sales and Training Executive seasonally to introduce new launch products
- · Prepare and plan for all trainings using education department approved tools and guides
- · Participate and lead Grand Openings
- Track all trainings and complete all training documents and recap and report results to the Sales and Training Executive

Management:

- Weekly business review with your Sales and Training Executive
- Partner with Sales and Training Executive to come up with additional strategies to achieve sales goals
- Develop, in partnership with Sales and Training Executive, a call cycle/calendar by 15th of each month and provide schedule to Sales and Training Executive
- Monitor appointment bookings prior to events
- Approve freelance hours in a timely manner and track to ensure proper usage of budget
- · Directly responsible for recruitment, management and training of freelance
- · Review and monitor performance of freelancers weekly
- In partnership with your Sales and Training Executive, make changes in personnel when-necessary based on performance
- Maintain gondola quality and merchandising per best practice protocols
- Sales and Training Coordinator should plan on being in store a minimum of 5 days each week, with 1/2 office day per week
- Complete all reporting in a timely manner (freelance tracker, expense tracker, time sheets, etc.)



- · Sales and Training Coordinator should plan on being in store a minimum of 5 days each week, with 1/2 office day per week
- · Complete all reporting in a timely manner (freelance tracker, expense tracker, time sheets, etc.)

Communication:

- Communicate with Sales and Training Executive consistently throughout the business week
- · Communicate at least once monthly with all stores within territory to review objectives vs. performance
- · Inform the store team of all seasonal marketing activity well in advance to ensure proper set-up and preparation

Budgets:

- · Manage and adhere to all freelance and T&L budgets
- · Adhere to all company rules and regulations pertaining to T&L

Section 3: Job Requirements:

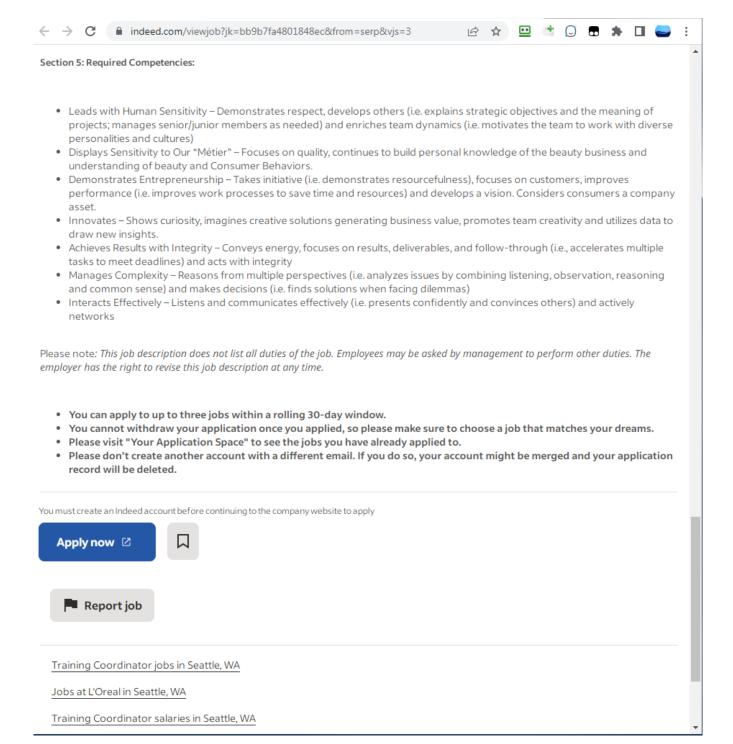
- Bachelor's degree and / or equal experience in the cosmetics industry preferred
- · High School Diploma required
- 1 to 2 years of management experience required
- Minimum 5 years sales experience, cosmetics experience preferred
- · Goal driven with an ability to multi-task
- Must be creative and resourceful for events
- · Must be creative in training of product knowledge and motivation of daily/weekly objectives
- Strong interpersonal, organizational, and communication skills
- · Enthusiastic, friendly, positive energy
- · Exceptional customer service skills

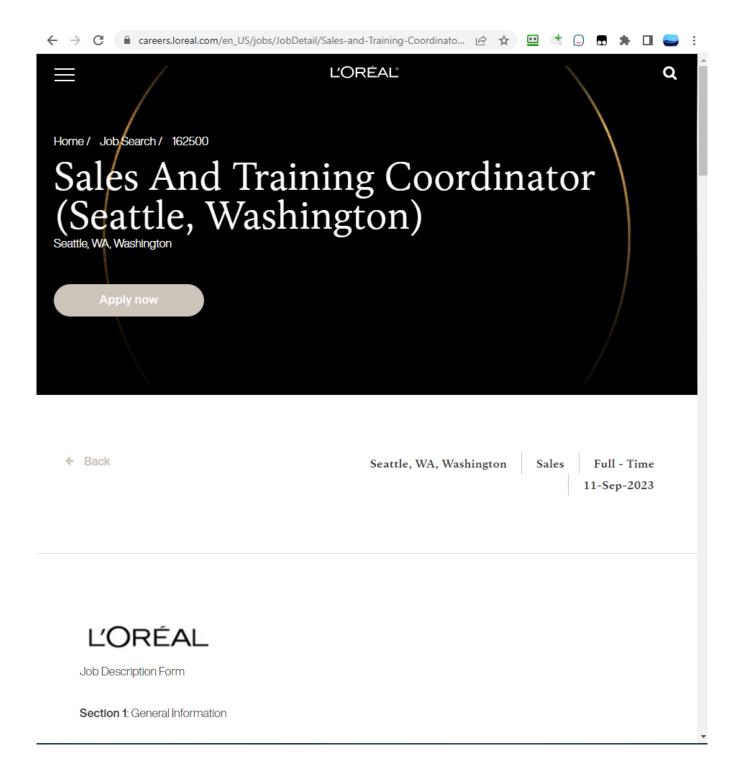
Section 4: Judgment and Decision Making:

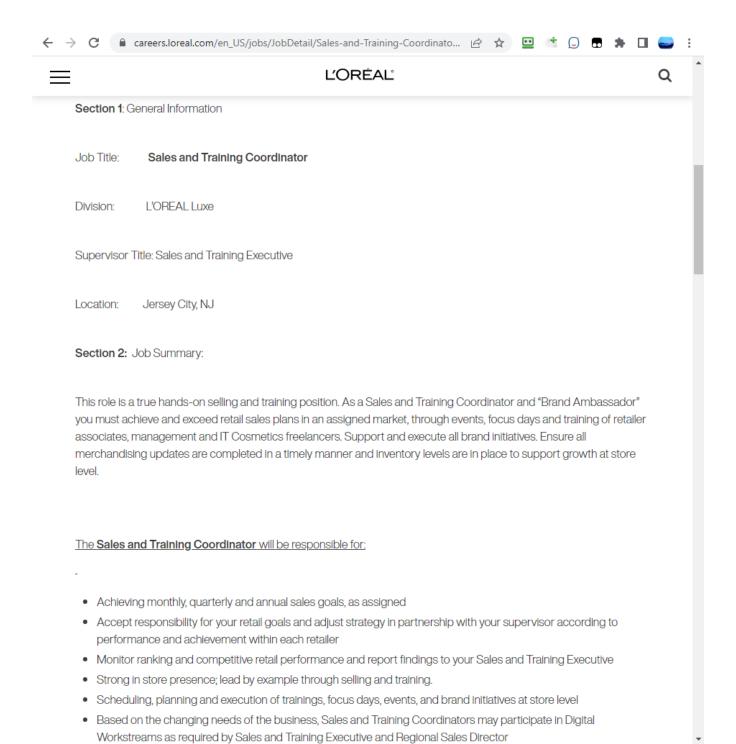
This role will require a balance of analytical thinking, strong application skills of ideas to develop consumer knowledge and insight and to act on the data in collaboration with internal brand & external account partners. We are looking for a change agent that can naturally connect dots across the organization to capture strong results for the brand. This role requires constant interaction across a matrixed business structure to coordinate work and deliver objectives. As a result, this individual must effectively build networks and become the in-house expert on the brand's consumer mindset to help influence, convince, and introduce new ways of marketing. We are looking for a dynamic, creative leader and self-starter to build a vision for the brand. This position reports to the Sales and Training Executive

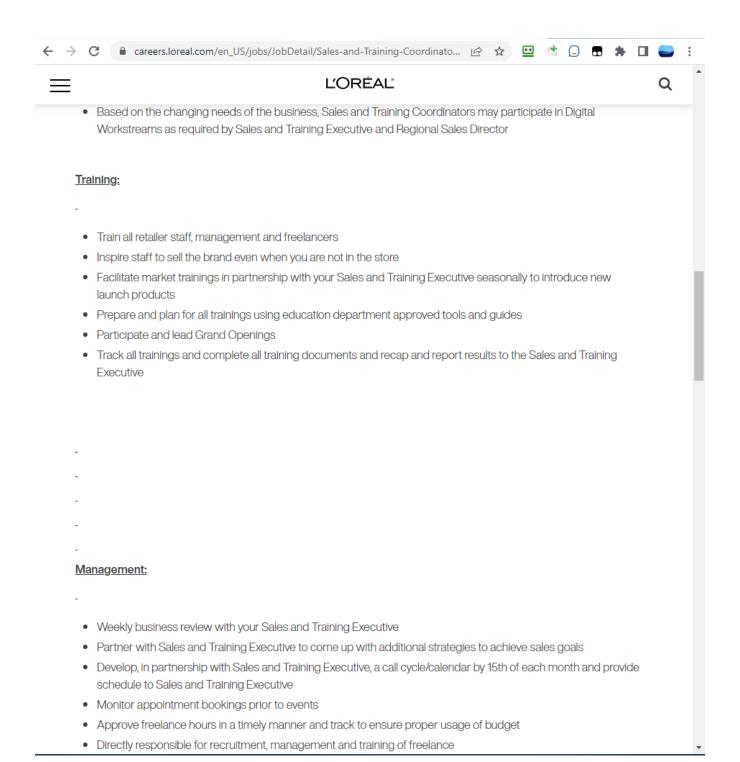
Section 5: Required Competencies:

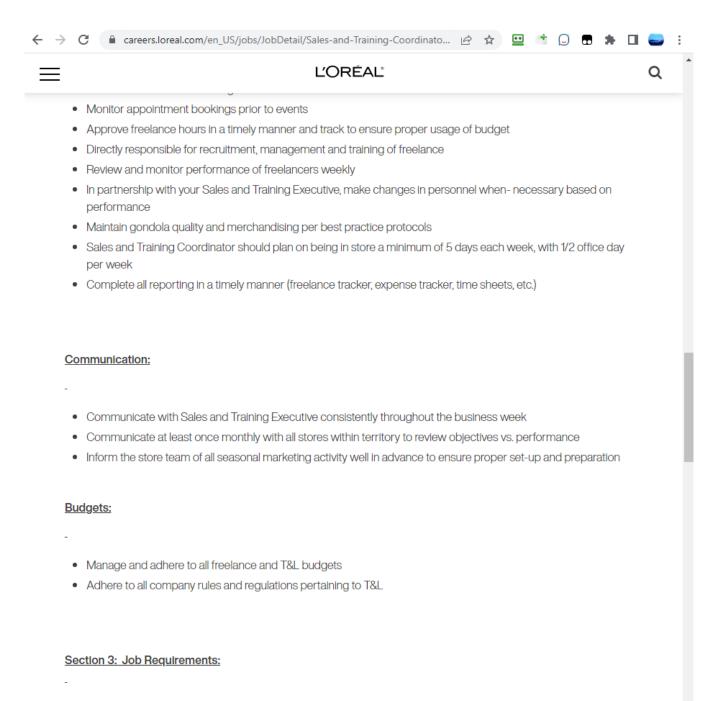
• Leads with Human Sensitivity – Demonstrates respect, develops others (i.e. explains strategic objectives and the meaning of



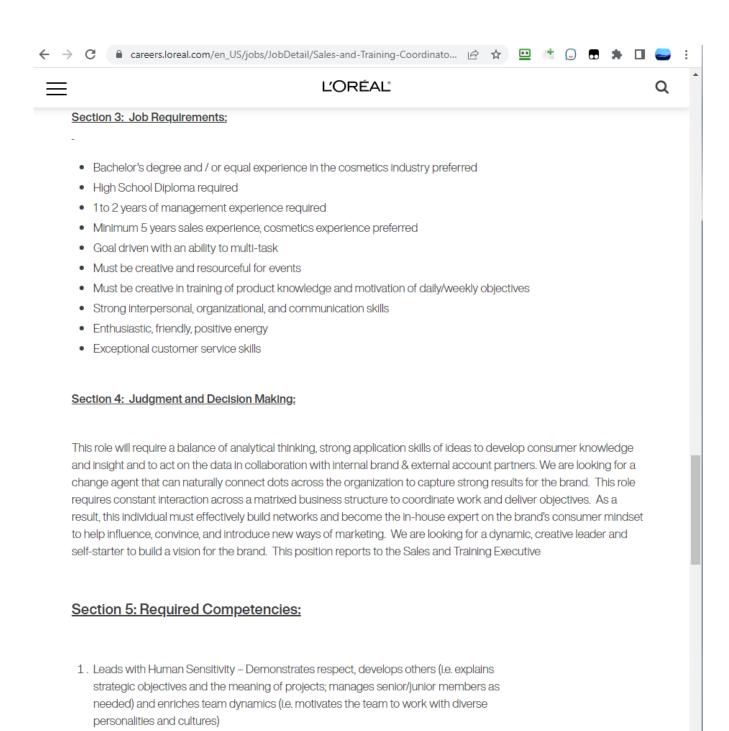




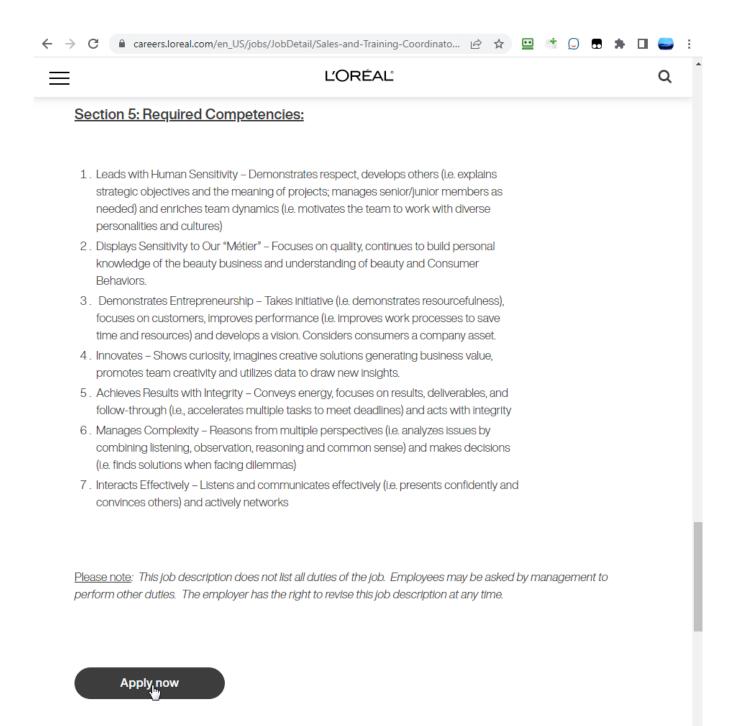




- Bachelor's degree and / or equal experience in the cosmetics industry preferred
- High School Diploma required



2. Displays Sensitivity to Our "Métier" - Focuses on quality, continues to build personal



 ${\tt https://careers.loreal.com/en_US/jobs/ApplicationMethods?jobId=162500} \ \ {\tt thin\ a\ rolling\ 30-day\ window.}$

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING

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SHANNON SPENCER, individually and on behalf of all others similarly situated,

No.

SUMMONS (20 DAYS)

v.

L'OREAL USA, INC., a foreign profit corporation; SALONCENTRIC INC., a foreign profit corporation; DESIGNER FRAGRANCES & COSMETICS

COMPANY, a foreign profit corporation doing business as KIEHL'S SINCE 1851,

LUXURY BEAUTY STORE, and L'OREAL; L'OREAL TRAVEL RETAIL AMERICAS, INC., a foreign profit corporation; L'OREAL USA S/D, INC., a foreign profit corporation; and DOES 1-20, as yet unknown Washington

entities,

Defendants.

Plaintiff,

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TO: SALONCENTRIC INC.;

TO: DESIGNER FRAGRANCES & COSMETICS COMPANY; and

TO: L'OREAL USA S/D, INC.

A lawsuit has been started against you in the above entitled court by the above-captioned plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served upon you with this summons.

SUMMONS (20 DAYS) - 1

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In order to defend against this lawsuit, you must respond by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of The State of Washington.

DATED this 22nd day of July, 2025.

Respectfully Submitted,

EMERY | REDDY, PLLC

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/s/ Timothy W. Emery By:

Timothy W. Emery, WSBA No. 34078 Patrick B. Reddy, WSBA No. 34092 Paul Cipriani, WSBA No. 59991 Hannah M. Hamley, WSBA No. 59020 Emery Reddy, PLLC 600 Stewart Street, Suite 1100 Seattle, WA 98101

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Attorneys for Plaintiff

SUMMONS (20 DAYS) - 2

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G€GÍÁRWŠÁGGÁFGKHÁÚT SOÞŐÁÔUWÞVŸ ÙWÚÒÜOUÜÁÔUWÜVÁÔŠÒÜS ÒËZ(ŠÕÖ

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING

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8 SHANNON SPENCER, individually and on behalf of all others similarly situated,

No.

Plaintiff,

SUMMONS (60 DAYS)

v.

L'OREAL USA, INC., a foreign profit corporation; SALONCENTRIC INC., a foreign profit corporation; DESIGNER FRAGRANCES & COSMETICS COMPANY, a foreign profit corporation doing business as KIEHL'S SINCE 1851, LUXURY BEAUTY STORE, and L'OREAL; L'OREAL TRAVEL RETAIL AMERICAS, INC., a foreign profit corporation; L'OREAL USA S/D, INC., a foreign profit corporation; and DOES 1-20, as yet unknown Washington

Defendants.

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entities.

TO: L'OREAL USA, INC.; and

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TO: L'OREAL TRAVEL RETAIL AMERICAS, INC.

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A lawsuit has been started against you in the above entitled court by the above-captioned plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served upon

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26 you with this summons.

YS) - 1 EMERY | REDDY, PLLC

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In order to defend against this lawsuit, you must respond by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of The State of Washington.

DATED this 22nd day of July, 2025.

Respectfully Submitted,

EMERY | REDDY, PLLC

/s/ Timothy W. Emery By: Timothy W. Emery, WSBA No. 34078 Patrick B. Reddy, WSBA No. 34092 Paul Cipriani, WSBA No. 59991

Hannah M. Hamley, WSBA No. 59020

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Attorneys for Plaintiff

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