

IF YOU PURCHASED BABE LASH ESSENTIAL LASH SERUM, BABE LASH EYELASH SERUM, BABE AMPLIFYING BROW SERUM OR BABE BROW SERUM ENHANCEMENT SERUMS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES BETWEEN JUNE 1, 2019 AND JANUARY 19, 2024, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO SETTLEMENT BENEFITS

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

Este aviso es referente al acuerdo propuesto en una demanda colectiva referente a Elixir. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite [www.blsettlement.com].

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

This Notice is to inform you about the settlement of a nationwide class action lawsuit and your rights under the terms of the settlement, including your right to file a claim and receive compensation. The proposed settlement will resolve all claims made against Defendant Elixir Cosmetics OPCO, LLC (“Elixir”) and other Released Parties (as that term is defined below) on behalf of all Settlement Class Members (as defined below). The Plaintiff in the class action alleges that Elixir failed to disclose material information to her regarding Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum and the potential side effects and risks of adverse reactions allegedly presented by one of its ingredients, Isopropyl Cloprostenate. Elixir denies the allegations asserted in the class action and denies any wrongdoing associated with the claims asserted by the Plaintiff because Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction and comprehensive product safety testing substantiates the safety of Elixir’s products. No scientific study has ever found that Elixir’s products cause any of the serious adverse events alleged in Plaintiff’s lawsuit. A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on **May 20, 2024 at 9:00 a.m.** to determine whether the action should finally be settled. The Court in charge of this case will determine, among other things, whether the Settlement should be approved.

If the Court gives final approval to the Settlement, Elixir will give each Settlement Class Member who properly and timely completes and submits a Claim Form by April 19, 2024, a Cash Benefit in the amount of up to \$25 per unit purchased.

In exchange for the benefits available in this Settlement, Settlement Class Members who do not properly request exclusion from the Settlement will be bound by a release and give up the right to pursue certain legal claims, as explained in more detail in this Notice. Settlement Class Members who do not exclude themselves from the Settlement may still object to its terms, as further explained below.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>SUBMIT A CLAIM FORM</p>	<p>This is the only way to get a cash benefit under the Settlement. Visit the settlement website located at www.blsettlement.com to obtain a Claim Form. If you submit a Claim Form, you will give up the right to sue Elixir in a separate lawsuit about the claims this Settlement resolves.</p>	<p>Deadline: April 19, 2024</p> <p><i>See page 7 for more information about submitting a claim form.</i></p>
<p>DO NOTHING</p>	<p>You will not receive a cash benefit under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.</p>	<p>N/A</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you exclude yourself from the Settlement, you will not release the legal claims this Settlement resolves and you will not receive any benefit from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against Elixir about the claims in this case, but you give up the right to get a benefit under the Settlement (or object to it).</p>	<p>Deadline: April 19, 2024</p> <p><i>See page 8 for more information about excluding yourself from the settlement.</i></p>
<p>OBJECT</p>	<p>If you do not exclude yourself from the Settlement, you may object to the Settlement’s terms by submitting an objection to the Settlement Administrator or, if you are represented by an attorney, by filing a timely written objection in the Superior Court of California, Solano County. The Settlement Administrator will file any objections it receives with the Court for its review in advance of the final approval hearing.</p> <p>An objection does not affect your right to submit a Claim Form, or to receive benefits under a valid Claim Form should the Court approve the Settlement. If the Court approves the Settlement, you will still be bound by it even if you objected.</p>	<p>Deadline: April 19, 2024</p> <p><i>See page 8 for more information about objecting to the settlement.</i></p>
<p>GO TO A HEARING</p>	<p>If you do not exclude yourself from the Settlement, you may speak in Court about the fairness of the Settlement and any objections you may have at the final approval hearing. Class Members do not</p>	<p>Hearing Date: May 20, 2024 at 9:00 a.m.</p>

	need to file an objection to state an objection at the hearing. The hearing is open to the public and Settlement Class Members can attend, although they are not required to do so.	<i>See page 10 for more information about the fairness hearing.</i>
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This is just a summary of your rights and options. These rights and options—and the deadlines to exercise them—are explained in more detail later in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided to those who submitted timely and valid Claim Forms under the Settlement, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

WHAT LAWSUIT IS INVOLVED IN THIS SETTLEMENT? In 2023, a proposed class action lawsuit was filed against Elixir relating to its Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum (the “Enhancement Serums”) that is entitled *Skarpnes v. Elixir Cosmetics OPCO, LLC*, No. CU23-04638. The Superior Court of California, Solano County is presiding over the lawsuit. The named plaintiff who will also serve as a representative of the Settlement Class (defined below) is Daniele Skarpnes (“Plaintiff” or “Class Representative”).

WHAT ARE THE LAWSUIT AND THIS SETTLEMENT ABOUT? The Action alleges that Elixir failed to disclose information regarding Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum, including that an ingredient, Isopropyl Cloprostenate, is a prostaglandin analog which poses undisclosed risks of adverse reactions. Plaintiff alleges that Elixir is liable to her and similarly situated absent class members who bought the Enhancement Serums for, among other things, the failure to disclose material information about potential side effects.

Elixir denies the allegations asserted in the Action and denies liability or wrongdoing of any kind. Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum are safe cosmetic products with a proven track record of overwhelmingly positive consumer satisfaction. Comprehensive product safety testing substantiates the safety of the Enhancement Serums while no scientific study has ever found that the Enhancement Serums cause any of the serious adverse events alleged in Plaintiff’s lawsuit. Elixir contends that it has always marketed the Enhancement Serums as cosmetics that the U.S. FDA is the sole administrative body authorized to determine the regulatory status of products subject to its jurisdiction, and the FDA has never alleged or found the Enhancement Serums are adulterated, misbranded or unapproved drugs.

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

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

WHO IS IN THE SETTLEMENT?

1.1 ARE YOU AFFECTED? You are a member of the Settlement Class affected by the Settlement if you purchased Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and Babe Brow Serum from Elixir for personal, family, household purposes or professional purposes between June 1, 2019 and January 19, 2024 and excluding (a) any individuals who have pending litigation against Elixir; (b) any Settlement Class Members who file a timely request for exclusion; (c) any officers, directors, or employees, or immediate family members of the officers, directors, or employees, of Elixir or any entity in which Elixir has a controlling interest; (d) any legal counsel or employee of legal counsel for Elixir; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff. Members of the Settlement Class are referred to in this Notice as “Class Members” or “Settlement

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Class Members.”

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

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? If the Court approves the Settlement, Settlement Class Members who submit valid and timely Claim Forms will be entitled to a cash payment (“Cash Benefit”) in the amount of up to \$25 per unit purchased.

Elixir has agreed to establish a non-reversionary Cash Settlement Fund in the amount of Two-million, Three Hundred Thousand U.S. Dollars (\$2,300,000) to provide for payment of all Cash Benefits, Class Counsel’s attorneys’ fees and costs, and any Class Representative Service Payment awarded by the Court. In addition to the Cash Settlement Fund, Elixir has agreed to pay all notice and administration expenses, up to Three Hundred Thousand U.S. Dollars (\$300,000) plus any additional postage fees.

Settlement Class Members who submit valid Claim Form and either (a) appear in Elixir’s purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) shall be entitled to a cash payment of up to Twenty-five U.S. Dollars (\$25.00) per unit.

Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to a cash payment of Twenty-five U.S. Dollars (\$25.00) per household.

Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products.

Should the total amount of valid claims for the Cash Benefit, Class Representative Service Award, and Attorneys’ fees and costs exceed \$2,300,000, payments will be adjusted downward on a *pro rata* basis. However, if the total amount of valid claims for the Cash Benefit, Class Representative Service Award, and Attorneys’ fees and costs are less than \$2,300,000, payments will be adjusted upward on a *pro rata* basis.

AGREEMENT TO MAKE LABEL AND MARKETING CHANGES

In addition to the Cash Benefit, Elixir has also agreed to revise the instructions for use. Elixir will provide expanded cautionary instructions for use and has agreed to make certain changes in how it advertises the products on its website. For details on these label changes, see Section 2.3 of the Settlement Agreement, as well as the document called “Exhibit F” attached to the Settlement Agreement.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER?

Unless you exclude yourself from the Settlement Class by submitting a request for exclusion (as set forth in the Excluding Yourself From the Settlement Section below), you are a Settlement Class Member and that means you will be legally bound by all orders and judgments of the Court in the Superior Court of California, Solano County in the *Skarpnes v. Elixir Cosmetics OPCO, LLC*, CU23-04638 proceeding, including the terms of the settlement, and you will not be able to sue, continue to sue Elixir or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Settlement Class.

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

Release by the Settlement Class

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

Release of Unknown Claims

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, with the sole exception being any personal injury or disease claims held by Settlement Class Members which are specifically excluded from the release in Section 3.1 above. 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 Defendant 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.”

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

HOW CAN I GET THE CASH BENEFIT? To obtain a Cash Benefit, you must timely and properly submit a completed Claim Form. If you submit a timely and valid Claim Form, and you either (a) appear in Elixir’s purchase records or (b) provide valid proof(s) of purchase showing that they made purchases of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) you will be entitled to a cash payment of Twenty-five U.S. Dollars (\$25.00) for the number of units claimed. If you submit a timely and valid Claim Form and are unable to provide a valid proof of purchase, you will be limited to a cash payment of Twenty-five U.S. Dollars (\$25.00) per household. You should submit as many proofs of purchase of the Enhancement Serums (Babe Lash Essential Lash Serum, Babe Lash Eyelash Serum, Babe Amplifying Brow Serum and/or Babe Brow Serum) with your Claim Form that you are able to provide. Proof of purchase shall include, but is not limited to, receipts, cancelled checks, or credit card statements showing payment(s) for purchases of the Products. If you decide to send original proof of purchase documentation, we encourage you to make and keep a photocopy for yourself. Neither the Settlement Administrator nor Elixir will be responsible for original documents that are lost in the mail.

If you wish to receive a Cash Benefit, you must timely and properly submit a Claim Form no later than April 19, 2024 (“Claim Filing Deadline”).

You can download a Claim Form at www.blsettlement.com.

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

Settlement Administrator

Babe Lash Settlement Administrator
PO Box 231
Valparaiso, IN 46384
(888) 701-6033

You may also complete a Claim Form by submitting it online, at: **www.blsettlement.com**.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the website, no later than **April 19, 2024** in order to be valid. If your Claim Form is not submitted by **April 19, 2024**, your Claim Form is not valid, you will not receive a Cash Benefit, and you will be bound by the Release and all other terms of the Settlement. Prior to rejection of a Claim Form, the Settlement Administrator shall communicate with the Claimant in an effort to remedy curable deficiencies in the Claim Form submitted, except in instances where the Claim is untimely, clearly fraudulent, or clearly unable to be cured.

HOW CAN I GET THE CASH BENEFIT? The Cash Benefit will be issued electronically via digital payment (e.g., ACH, InstantPay, PayPal, Venmo, Zelle, etc.) unless the Class Member requests payment in the form of a check.

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

WHEN CAN I GET THE CASH BENEFIT? The Court will hold a hearing on **May 20, 2024 at 9:00 a.m.** in Department 7 at the Superior Court of California, Solano County, 580 Texas St, Fairfield, CA 94533, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal

the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, the Settlement Benefit will be distributed within a few months after the Court's final approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to participate in the Settlement or be bound by the Settlement's release of legal claims, you may exclude yourself ("opt-out") by submitting written notice of your intention to opt-out of the entire Settlement to the Settlement Administrator by U.S. Mail. The request for exclusion must state the following information: (a) the name and case number of this lawsuit, which is *Skarpnes v. Elixir Cosmetics OPCO, LLC*, No. CU23-04638 (Superior Court of California, Solano County); (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Agreement. Your request for exclusion must be returned to the Settlement Administrator by mail at the address specified below and be postmarked on or before **April 19, 2024**. If you submit a request for exclusion by mail which is not postmarked by **April 19, 2024**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other terms of the Settlement Agreement.

A request for exclusion must be sent by U.S. Mail to:

Babe Lash Settlement Administrator
PO Box 231
Valparaiso, IN 46384
(888) 701-6033

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

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

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Settlement Class Member, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing and must be postmarked on or before **April 19, 2024**. In your objection, you must give reasons why you think the Court should not approve the proposed Settlement. You can also object to the Class Representative's application for a service award. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views.

All written objections must meet all of the following requirements:

(a) It must state the case name and number *Skarpnes v. Elixir Cosmetics OPCO, LLC*, No CU23-04638 (Superior Court of California, Solano County).

(b) It must state your name, current address, and telephone number.

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(c) It must state that you object to the Settlement and the reasons for your objection(s);

(d) It must be signed by the objecting Settlement Class Member or an authorized representative;

To object, you must submit a written objection to the Settlement Administrator by U.S. Mail to:

Babe Lash Settlement Administrator
PO Box 231
Valparaiso, IN 46384
(888) 701-6033

Class Counsel will ensure that all objections sent to the Settlement Class Members who have not retained their own counsel at their own expense are filed with the Superior Court of California, Solano County in advance of the Fairness Hearing.

You may also appear at the Fairness Hearing in person regardless of whether you have timely submitted a written objection

If you are represented by your own counsel, retained at your expense, your counsel must file any written objection that counsel prepares on your behalf on the docket for this case with the Superior Court of California, Solano County in addition to mailing it to the Settlement Administrator as described above. An attorney retained at your own expense may also appear at the Final Approval Hearing on your behalf if your counsel notices his or her intention to appear at the hearing on the docket seven (7) days before the Final Approval Hearing.

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

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

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? The Court has agreed that the lawyers, who are identified under "Class Counsel" above and who are from the law firm of Farnese P.C. are the "Class Counsel." Class Counsel represents you and other Settlement Class Members for purposes of the Settlement. If you have any questions regarding this lawsuit, you may call any of the attorneys identified under "Class Counsel" below. You will not be charged attorney's fees or costs by Class Counsel as part of this Settlement.

CLASS COUNSEL

Peter J. Farnese
Farnese P.C.
700 S. Flower St., Suite 1000
Los Angeles, California 90017

Questions? visit www.blsettlement.com or call (888) 701-6033

HOW WILL CLASS COUNSEL BE PAID? A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, subject to approval by the Court. The Parties have no agreement on the amount of Class Counsel's fees, costs, and expenses, but Elixir has agreed to pay the fees and costs that are awarded by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVE REPRESENTING YOU

WHO IS THE CLASS REPRESENTATIVE? The Class Representative that has been appointed by the Court to represent the Class is Plaintiff Danielle Skarpnes.

WILL THE CLASS REPRESENTATIVE BE PAID? As part of this Settlement and subject to approval by the Court, the Class Representative will apply for an award of \$2500 to compensate her for her services as the representative of the Settlement Class. Any service amount awarded by the Court to the Class Representative will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representative will be entitled as a Settlement Class Member.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on **May 20, 2024, at 9:00 a.m.** in Dept. 7 at the Superior Court of California, Solano County, 580 Texas St, Fairfield, CA 94533, or such later date as the Court may require. Please check the Settlement Website, available at www.blsettlement.com, or access the Court docket in this case, at solano.courts.ca.gov, to ensure that the date of the Fairness Hearing has not changed. The hearing may be continued without further notice to the Settlement Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award the Class Representative as compensation for her services for the Settlement Class, and what amount to award to Class Counsel for their attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE HEARING? No, but you may attend at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense if that lawyer notices his or her intention to appear at least seven days in advance of the Final Approval Hearing, but it is not necessary to hire a lawyer to appear at the hearing if you like the Settlement.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get any Cash Benefit, but you will be bound by the Settlement Agreement. You will not be entitled to sue or be part of any other lawsuit against Elixir or any of the other persons or entities referenced in the "Release by the Settlement Class"

paragraph above, regarding the claims or issues in this case, except for the personal injury or disease claims which are specifically excluded from the Release above. This also means that if the Settlement is approved by the Court, you agree to the release of claims set forth under the heading “What Am I Giving Up to Receive Settlement Benefits as a Class Member?” above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this matter if you remain in the Settlement Class. If you want a Cash Benefit, you must timely and properly submit a Claim Form on or before the Claim Filing Deadline.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www.blsettlement.com, by contacting Class Counsel at info@farneselaw.com or 855-935-5322 (Toll Free), by accessing the Court docket in this case, at solano.courts.ca.gov. Please do not telephone the Court or the Court Clerk’s Office to Inquire about this Settlement or the claim process. The Settlement Agreement, the notice documents, the Complaint, all papers filed in connection with the preliminary and final approval proceedings, Class Counsel’s fee motion, and all court orders and judgments relating to the Settlement will be available on the website: www.blsettlement.com.

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