

Court-Authorized Notice

United States District Court for the District of Massachusetts
Crane v. Sexy Hair Concepts, LLC, et al.
Case No. 17-cv-10300

**PLEASE READ THIS CLASS CERTIFICATION NOTICE CAREFULLY.
IT MAY AFFECT YOUR RIGHTS**

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

A \$2.33 million Settlement has been reached in a class action lawsuit claiming that defendant Sexy Hair Concepts, LLC (“SHC” or “Defendant”) manufactured, marketed, and sold certain products that were represented to be free of sulfates and/or salts but that may have contained sulfates and/or salts.

Individuals who purchased any of the SHC products labeled as sulfate-free or salt-free, including the SHC products identified in the list of “Subject Products” affixed to this notice (hereinafter “Subject Products”) between November 19, 2012 through the date of Final Approval may be eligible to receive a cash payment upon the submission of a valid Claim Form, which is enclosed with this notice.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

Summary of Your Legal Rights and Options in This Settlement	
Submit a Claim	To receive the cash benefit described in this notice, you must submit a Claim Form by mail (using the form enclosed with this notice) or online at www.sulfatesettlement.com .
Exclude Yourself	Get no benefits from the Settlement. This is the only option that allows you to retain your right to bring your own lawsuit against Defendant about the claims in this case.
Object	Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement.
Do Nothing	Remain in the Settlement and receive no benefits.

The rest of this notice provides further information about the Action, this Settlement, and your legal rights and options in connection with the Settlement. Capitalized terms in this notice are defined in the Settlement Agreement and Release, which is available on the settlement website.

Questions? Visit www.SulfateSettlement.com

BASIC INFORMATION

1. Why did I get this notice?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

United States District Court Judge F. Dennis Saylor, of the United States District Court for the District of Massachusetts, is overseeing this case. The case is known as *Crane v. Sexy Hair Concepts, LLC*, Case No. 17-cv-10300 (the "Action"). The person who sued, (the "Plaintiff"), is Molly Crane. The settling Defendant is Sexy Hair Concepts.

2. What is the Action about?

This lawsuit is about the Plaintiff's claim that SHC violated the Massachusetts Consumer Protection Act and was unjustly enriched by manufacturing, marketing, and selling certain shampoos and conditioners that were represented to be free of sulfates and/or salts but that may have contained sulfates and/or salts. Defendant contends that any sulfates or salts in the Subject Products were by-products of another ingredient and were different from the sulfates and salts that SHC intentionally eliminated. Defendant contends that the sodium sulfate and salt that may have been in the Subject Products are not harmful in any way. Defendant denies that it violated the law and/or that anyone incurred damage.

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

In a class action lawsuit, one person called the "class representative" (in this case the Plaintiff, Molly Crane) sues on behalf of other people who may have a similar claim. The people together are a "class" or "class members." In a class action, the claim of the Plaintiff and all Class Members are decided in one action. The Court resolves the claim for everyone in the Class except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided the Action in favor of either the Plaintiff or Defendant. Instead, both sides have agreed to the Settlement before the Court has decided the Action. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Defendant did anything wrong. Defendant denies all legal claims in this case. Plaintiff and her attorneys think the Settlement is best for everyone who is affected.

THE CLAIM IN THE LAWSUIT

5. What does the lawsuit complain about?

In this lawsuit, the Plaintiff alleges that SHC violated the Massachusetts Consumer Protection Act and was unjustly enriched by manufacturing, marketing, and selling certain shampoos and conditioners that were represented to be free of sulfates and/or salts but that may have contained sulfates and/or salts.

6. How does Defendant answer?

Defendant denies that it violated the law or that anyone incurred damage. Defendant has also asserted affirmative defenses to Plaintiff's and the Class's claims that may defeat or limit recovery of damages.

7. Has the Court decided who is right?

The Court has not decided whether the Plaintiff's claim is correct or whether Defendant did anything wrong. The Court's decision to conditionally certify the Class and authorize the issuance of this notice is not based upon the settlement reached between the parties. It is a decision by the

Court that a contested class would be certified or that the Plaintiff and the Class will win or lose this case. If the parties had not settled the case, the Plaintiff would have had to prove the requirements for class certification and prove her claim at a trial.

8. What is the Plaintiff asking for?

By filing the Action, Plaintiff asked the Court to find that Defendant violated the Massachusetts Consumer Protection Act and that Defendant was unjustly enriched. The Plaintiff sought monetary damages from Defendant as well as attorneys' fees, expenses, and the costs of this suit.

WHO IS IN THE SETTLEMENT

9. Am I part of this Settlement?

You are a member of the Class if, in the United States during the period between November 19, 2012 to the present, you purchased one of the Defendant's shampoo or conditioner products labeled as sulfate-free or salt-free, including the products identified in the list of "Subject Products" enclosed with this notice.

10. I'm still not sure if I am included.

If you are still not sure whether you are a member of the certified Class, you can call or write to the lawyers representing the Plaintiff and the certified Class in this case, at the phone numbers or addresses below.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The following lawyers represent the Plaintiff and the certified Class in this case:

Patrick Valley and Edward Haber at Shapiro Haber & Urmy LLP, whose offices are located at 2 Seaport Lane, Boston, MA 02210 (617-439-3939). More information about Shapiro Haber & Urmy LLP is available at www.shulaw.com.

These attorneys are referred to here as "Class Counsel."

12. Should I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer anyway, you can hire your own lawyer, but you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

13. How will the lawyers be paid?

As part of the Settlement, Class Counsel will seek up to one-third of the Gross Settlement Amount for compensation for their attorneys' fees plus reasonable expenses incurred in pursuing this Action, but the Court must approve any such payment to Class Counsel. Class Counsel will also seek an award from the Court of up to \$2,000 for Plaintiff Molly Crane for her service in representing the Class. Counsel will file their request for an award of attorneys' fees, costs, settlement administration expenses, and service award to the named Plaintiff, no later than February 18, 2019. Once the motion is filed, Class Members may obtain any such submission to the Court from the settlement website or by contacting Class Counsel.

THE SETTLEMENT'S BENEFITS

14. What does the Settlement provide?

In exchange for dismissal of the Action and release of claims against Defendant and any retailer from whom you may have purchased the Subject Products as detailed in the Settlement Agreement, Defendant has agreed to create a fund of \$2.33 million. After deducting costs for notice to Class Members, administration of the Settlement, attorneys' fees and expenses, and an incentive award to the class representative, the funds remaining will be available to be distributed in accordance with the Settlement Agreement to Class Members who submit a timely and valid Claim Form.

15. How will Settlement benefits for Class Members be calculated?

Upon the submission of a valid Claim Form (see question 17 below), Class Members may receive \$6.00 per purchase of Subject Products, including the products on the list of "Subject Products" enclosed with this notice. Class Members who do not have proof of purchase of a Subject Product will be limited to submitting a claim for no more than 2 products purchased. Class Members with proof of purchase may seek a settlement benefit for each Subject Product for which they submit proof of purchase. Proof of purchase includes store receipt, evidence of current possession of a Subject Product, or any comparable evidence from a retailer specifically identifying and showing the purchase of a Subject Product during the Class Period. With respect to Class Members who received a claim code via e-mail or regular mail because they purchased Subject Product(s) from a retailer who is able to provide proof of purchase to the Settlement Administrator, the claim code can be submitted with the Claim Form as proof of purchase for the number of units that the retailer's records reflect that you purchased.

If the total value of valid claims is less than the amount of money available to pay such claims, then the amounts paid for valid claims will be increased *pro rata* up to the amount of money available to pay claims, although the amount paid will not be more than two times the amount set forth in this notice. If the total value of valid claims is more than the amount of money available to pay such claims, then the amounts paid for valid claims will be reduced *pro rata*.

16. If I submit a Claim Form, when will I receive the Settlement benefit?

The parties have proposed to the Court that settlement benefits be mailed to Class Members within thirty (30) days after the Effective Date of the Settlement. The Court has scheduled a hearing to consider whether to grant final approval of the Settlement on April 29, 2019. But, the date on which the Court will grant final approval is not known. And, there may be other reasons that distribution of settlement benefits could be delayed. In order to stay up-to-date on the status of the litigation and when settlement benefits are mailed, check the settlement website (www.sulfatesettlement.com) regularly.

YOUR RIGHTS AND OPTIONS

You have to decide whether to (i) stay in the Class and submit a Claim Form; (ii) ask to be excluded; or (iii) file an objection. If you decide to stay in the Class, you must file a Claim Form as set forth in this notice. **If you decide to request to be excluded or wish to object to the Settlement, you must do so by March 20, 2019.**

17. What do I need to do to receive the cash benefit provided for by this Settlement?

If you are a Class Member (see question 9 above) and want to receive the cash benefit described in this settlement, you **MUST** submit a Claim Form, either by mailing a completed, signed Claim Form enclosed with this notice, or by submitting a Claim Form online at www.sulfatesettlement.com. In exchange for those benefits, you will have released and waived your right to sue Defendant or any retailer from whom you may have purchased your Subject Products over the issues involved in the Action.

18. What happens if I ask to be excluded?

If you exclude yourself from the Class—which is sometimes called “opting out” of the Class - you will not get any money or benefits from the settlement of the Action. If you exclude yourself, you will not be legally bound by the Court’s judgments in the Action. If you start your own lawsuit against Defendant after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. To ask to be excluded from the certified Class, you must send an “Exclusion Request” in the form of a letter sent by US mail, stating that you want to be excluded from *Crane v. Sexy Hair Concepts, LLC*. Be sure to include your full name and current address, state specifically in your letter that you wish to be excluded from the class, and personally sign the letter. You must mail your exclusion request postmarked by March 20, 2019, to: *Crane v. Sexy Hair Concepts, LLC*, Exclusions, c/o Patrick J. Valley, Esq., Shapiro Haber & Urmy LLP, 2 Seaport Lane, Boston, MA 02210.

19. How do I object, if I want to?

If you wish to object to the Settlement, you must file documents explaining the basis of your objection by March 20, 2019. Your objection must be filed with the Court, with copies sent to Class Counsel. The Court’s address is United States District Court, 1 Courthouse Way, Suite 2300, Boston, MA 02210. Class Counsel’s address for objections is: *Crane v. Sexy Hair Concepts, LLC*, Objections, c/o Patrick J. Valley, Esq., Shapiro Haber & Urmy LLP, 2 Seaport Lane, Boston, MA 02210. If you object, you should reference the case name and number, found at the top of this notice, in your filing.

To state a valid objection, a Class Member must include the following information in the objection: (1) full name, current address, and current telephone number; (2) documentation to establish membership in the Class, such as receipts or other documents relating to your purchase or a simple statement in your objection that you purchased one or more of the subject products; (3) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) a statement of the basis for the objection, including the factual and legal grounds for the position; (5) copies of any documents supporting the objection if you have any; (6) the identity of all counsel, if any, who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (7) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; and (8) the number of times in which the objector, the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which such prior objections have

been made, and a copy of any orders related to or bearing upon such prior objections that were issued by the trial and/or appellate courts in each listed case. In order for an objection to be valid, you must personally sign the objection (an attorney's signature is not sufficient).

20. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement but you will be bound by its terms and you will give up your right to start a lawsuit about the legal issues resolved by the Settlement against the Defendants and anyone else from whom you may have purchased one of the Subject Products.

21. When will the Court decide whether to approve the Settlement?

The Court has set a hearing at 2:00 p.m. on April 29, 2019, at the United States District Court, 1 Courthouse Way, Suite 2300, Boston, MA 02210. The hearing may be moved to a different date or time without further notice, although the settlement website will be updated with any change in date or time. Please check the settlement website regularly if you plan on attending to ensure you show up on the right date and time. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's application for attorneys' fees and expenses and for an incentive award to the class representative. After the hearing, the Court will decide whether to grant final approval of the Settlement.

GETTING MORE INFORMATION

22. Is more detail available?

If you have any questions about this class action notice or this case, you should contact one of the Class Counsel identified above, who will be pleased to answer your questions. There would be no cost or obligation to you. You may also visit a website created specifically for this Settlement, www.sulfatesettlement.com, from which you can access additional information about the case, including this notice, contact information for Class Counsel, and court filings.

PLEASE DO NOT ADDRESS QUESTIONS ABOUT THE SETTLEMENT OF THE LITIGATION TO THE COURT, TO THE JUDGE, TO DEFENDANT SEXY HAIR CONCEPTS OR TO ANY RETAILER FROM WHOM YOU PURCHASED ANY SUBJECT PRODUCTS.

DATED: January 21, 2019.