

## **NOTICE OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

**TO: ALL CONSUMERS IN CALIFORNIA WHO CURRENTLY POSSESS OR POSSESSED A SALLY BEAUTY GIFT CARD WITH A BALANCE OF LESS THAN \$10.00, WHICH WAS PURCHASED BETWEEN FEBRUARY 11, 2012 AND MARCH 13, 2018 (THE "CLASS").**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A FINAL APPROVED SETTLEMENT OF THIS CLASS ACTION AND, IF YOU ARE A MEMBER OF THE CLASS, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT.**

### **THIS NOTICE AFFECTS YOUR RIGHTS**

The Alameda County Superior Court (the "Court") authorized this Notice.

A settlement ("Settlement") was given final approval in a class action lawsuit pending in the California Superior Court for the County of Alameda entitled *Andrea Kidd v. Sally Beauty Supply LLC, et. al*, Case No. RG16803638 (the "Action").

The purpose of this Notice is to provide a brief summary of the claims asserted and the terms of the Settlement.

### **WHAT'S THIS ABOUT?**

The Settlement will resolve the Action involving Plaintiff's claims that Sally Beauty Supply LLC and Sally Beauty Holding, Inc. (hereinafter "Sally Beauty Supply" or "Defendant") failed to redeem gift cards for cash, upon request, when the remaining balance on the gift card was less than \$10.00. Defendant denies any wrongdoing. The Parties concluded it is in their best interests to settle the Action to avoid the expense and uncertainty of ongoing litigation. The Court did not decide which side was right, but both sides agreed to the Settlement.

### **WHO IS IN THE CLASS?**

All Consumers in California who currently possess or possessed a Sally Beauty gift card with a balance of less than \$10.00, which was purchased between February 11, 2012 and March 13, 2018. Excluded from the Class is Defendant, its members, officers, and any entity in which Defendant has a controlling interest, and the legal representatives, successors, or assigns of any such excluded persons or entities.

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

The Court has granted final approval the following settlement terms. Defendant agrees to: (a) fully comply with California Civil Code section 1749.5(b)(2) at all of its California locations; (b) post on the cash registers in its California stores a notice to personnel that, when a gift card balance drops below \$10, upon the request of the guest, the guest is entitled to the remaining balance in cash; (c) have its standard operating procedures in California provide that "California law requires that a gift card must be redeemed for cash, upon a customer's request, when the gift card balance falls below \$10.00," or similar language.

Finally, the class representative will receive an incentive award of up to \$3,000.00, and the attorneys for the Class ("Class Counsel") will be paid up to \$78,000.00 total for their attorneys' fees and costs.

### **RELEASE OF ALL CLAIMS**

The Court granted final approval of the Settlement and entered a judgment in the Action binding all Class Members. Class Members who did not validly and timely request to be excluded from the Settlement shall release and forever discharge Sally Beauty and any of its current and former principals, officers, directors, managers, shareholders, employees, parent companies, subsidiaries, affiliates, agents, third-party administrators, attorneys, trustees, trusts, trustors, settlors, accountants, insurers, reinsurers, predecessors, successors, assigns, and representatives of any kind (collectively with Defendant, the "Released Parties") from and against all claims, counterclaims, debts, damages, penalties, fines, charges, demands, rights, grievances, liabilities, attorneys' fees, suits, matters, issues and causes of action of every nature and description whatsoever (including causes of action seeking declaratory or injunctive relief), known or unknown, whether or not concealed or hidden, related to the Defendant's alleged failure to redeem in California stores its gift cards with balances less than \$10 during the Class Period, or any

claims that were or could have been asserted in the Litigation, existing or accruing as of the Effective Date.

### **WHAT ARE YOUR OTHER OPTIONS?**

If you wanted to opt out of the Settlement, you must have excluded yourself by no later than June 11, 2018. To be excluded, you must have submitted a letter postmarked no later than June 11, 2018 containing: (a) the name of the lawsuit ("*Kidd v. Sally Beauty Supply LLC, et al.*"); (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that the person is a member of the Class and wishes to be excluded from the Settlement Class. To be considered valid, a request for exclusion must have set forth all of this information, be timely, and be sent to Plaintiff's counsel and Defendant's counsel at the following addresses:

<b>Plaintiff's Counsel</b>	<b>Defendant's Counsel</b>
Robert Hancock, Esq. Pacific Justice Center 50 California Street, Suite 1500 San Francisco, CA 94111	Kimberly F. Rich, Esq. Baker & McKenzie LLP 1900 North Pearl, Suite 1500 Dallas, TX 75201

No such exclusions were received.

Class Members who wanted to object to the Settlement must have filed with the Court a written objection and a notice of intention to appear at the Final Fairness Hearing, and must have served copies on Plaintiff's counsel and Defendant's counsel listed above postmarked no later than June 11, 2018. The written objection must have included: (a) the name of the lawsuit ("*Kidd v. Sally Beauty Supply LLC, et al.*"); (b) the full name, address and telephone number of the person objecting; (c) a statement that the person is a Settlement Class Member; (d) the words "Notice of Objection" or "Formal Objection"; (e) in clear and concise terms, the legal and factual arguments supporting the objection; (f) whether the person intends to speak at the Final Fairness Hearing; and (g) the Class Member's signature, even if represented by counsel. The Objection would not have been valid if it only objects to the Action's appropriateness or merits without any further explanation. Class Members who failed to make objections in this manner are deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or any other process) to the Settlement Agreement. Only Class Members who file and serve timely written objections or Notices of Intention to Appear can speak at the Final Fairness Hearing. If you do not make objections in this manner, you will be deemed to have waived any objections and will not be allowed to speak at the Final Fairness Hearing. No such objections or notices were received.

### **FINAL APPROVAL HEARING**

The Court held a Final Fairness Hearing to decide whether to finally approve the Settlement on August 7, 2018 at 9:00 a.m., before Hon. Ioana Petrou, in Department 17, of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California, 94612. The Court granted Final Approval and Judgment on August 9, 2018.

### **ADDITIONAL INFORMATION**

The above description of the Action is general in nature. To see the complete file you may visit the Clerk of the Alameda County Superior Court. The Clerk will make the lawsuit's file available for inspection and copying at your own expense.