

AUG 29 2014

CLERK OF THE SUPERIOR COURT
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7 of herself and all others similarly situated

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF ALAMEDA

11
12 VANESSA LABOY on behalf of herself
13 and all others similarly situated,

14 Plaintiff,

15 vs.

16 BARE ESCENTUALS, INC., BARE
17 ESCENTUALS BEAUTY, INC. and Does 1
18 through 50, inclusive,
19 Defendants.

No. RG12638047

Assigned for all purposes to
The Hon. Wynne Carvill, Dept. 21

WR
~~(PROPOSED)~~ ORDER:

- a) GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONALLY CERTIFYING THE SETTLEMENT CLASS;
- b) APPROVING THE FORM AND MANNER OF NOTICE TO PROVIDE TO THE PROPOSED SETTLEMENT CLASS AND DIRECTING THAT A NEUTRAL THIRD PARTY GIVE SUCH NOTICE TO THE PROPOSED SETTLEMENT CLASS;
- c) APPROVING HEFFLER CLAIMS GROUP, A NEUTRAL THIRD PARTY, AS CLAIMS ADMINISTRATOR;
- d) SETTING A HEARING FOR FINAL APPROVAL OF THE PROPOSED SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL AND ENHANCEMENT TO CLASS REPRESENTATIVE;
- e) APPOINTING QUALLS & WORKMAN,

28
~~(PROPOSED)~~ ORDER
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LLP AS CLASS COUNSEL; AND,

f) APPOINTING NAMED PLAINTIFF
VANESSA LABOY AS CLASS
REPRESENTATIVE

Date: August 29, 2014
Time: 8:30 a.m.
Dept: 21

Reservation No.: R-1522911

1 On July 6, 2012, Plaintiff Vanessa LaBoy ("Plaintiff"), individually, and on behalf of other
2 members of the general public similarly situated, filed suit against Defendants Bare Escentuals,
3 Inc. and Bare Escentuals Beauty, Inc. ("Defendants") in the Superior Court of California for the
4 County of Alameda. On August 20, 2012, Plaintiff filed a First Amended Complaint. The First
5 Amended Complaint asserted claims under California Labor Code sections 201, 202, 203, 204,
6 212, 226, 226.3, 450, 510, 558, 1174, 1194, 2698 *et seq.*, and 2802, California Industrial Welfare
7 Commission Wage Orders, and representative claims under California Business and Professions
8 Code sections 17200 *et seq.* Plaintiff alleged that hourly paid employees of Defendants are owed
9 compensation for alleged unpaid wages, unreimbursed necessary business expenses, non-
10 compliant wage statements, and various penalties. Plaintiff seeks damages for unpaid wages and
11 overtime wages, restitution, penalties, interest, attorneys' fees and costs and other relief.
12 Defendants denied all of Plaintiff's claims and disputed that they owed any compensation to
13 Plaintiff or the Class Members.

14 The Parties engaged in extensive informal discovery and exchange of information. This
15 has included a sampling of Class Members' payroll data and employee history records and the
16 number of weeks worked by Class Members. The Parties then agreed to participate in a private
17 mediation on April 2, 2014 before respected neutral mediator (and plaintiffs' counsel) Mark S.
18 Rudy, Esq. to try and resolve the claims. The parties reached a settlement at the mediation and
19 entered into a Memorandum of Understanding on that date. On April 20, 2014 and May 22, 2014,
20 Plaintiff and Defendants executed the Stipulation of Settlement and Release, setting forth the
21 terms of the Settlement ("Stipulation of Settlement").
22

23 A preliminary approval hearing was held before this Court on August 29, 2014, for the
24 purpose of determining, among other things, whether the Stipulation of Settlement was within the
25 range of possible approval and whether notice to the Class of its terms and conditions, and the
26 scheduling of a formal fairness hearing, also known as a final approval hearing, will be
27 worthwhile. Appearing at the hearing were Jessica R. Perry of Orrick, Herrington & Sutcliffe
28 LLP on behalf of Defendants, and Robin G. Workman of Qualls & Workman L.L.P. on behalf of

1 Plaintiff and the Class Members.

2 The Court, having reviewed the papers and documents presented, having heard the
3 statements of counsel, having considered the matter, and making findings and rulings at the
4 hearing,

5 **IT IS HEREBY ORDERED:**

6 The Court hereby GRANTS preliminary approval of the terms and conditions contained in
7 the Stipulation of Settlement. The Court preliminarily finds that the terms of the Stipulation of
8 Settlement appear to be within the range of possible approval, pursuant to the provisions of
9 Section 382 of the California Code of Civil Procedure.

10 It appears to the Court on a preliminary basis that: (1) the settlement amount is fair and
11 reasonable to the Class Members when balanced against the probable outcome of further litigation
12 relating to class certification, liability and damages issues and potential appeals; (2) significant
13 discovery, investigation, research, and litigation have been conducted such that counsel for the
14 Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this
15 time will avoid substantial costs, delay and risks that would be presented by the further
16 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
17 intensive, serious and non-collusive negotiations between the Parties. Accordingly, the Court
18 preliminarily finds that the Stipulation of Settlement was entered into in good faith.
19

20 The Court hereby GRANTS conditional certification of the provisional class, in
21 accordance with the Stipulation of Settlement for the purposes of this Settlement only. The Class
22 is defined as "all individuals employed by Bare Escentuals, Inc. or Bare Escentuals Beauty, Inc. in
23 California in a store during the Class Period and paid on an hourly basis," with "Class Period"
24 defined as "the period beginning July 6, 2008 through the date of Preliminary Approval."

25 The Court hereby authorizes the retention of Heffler Claims Group LLC as Settlement
26 Administrator for the purpose of this Settlement.

27 The Court hereby conditionally finds that Daniel H. Qualls, Robin G. Workman, and
28 Aviva N. Roller of Qualls & Workman L.L.P. may act as counsel for the Class for settlement

1 purposes only, and that Plaintiff Vanessa LaBoy may act as class representative for the Class for
2 settlement purposes only.

3 The Court hereby APPROVES the Notice of (1) Preliminary Approval of Class Action
4 Settlement; (2) Final Approval Hearing; (3) Right to Object or Opt Out; and (4) Requirement to
5 Return a Claim Form to Receive a Monetary Payment from the Settlement (the "Notice"), attached
6 hereto as **EXHIBIT A**. The Court finds that the Notice along with the related notification
7 materials constitute the best notice practicable under the circumstances and are in full compliance
8 with the laws of the State of California, to the extent applicable, the United States Constitution,
9 and the requirements of due process. The Court further finds that the Notice appears to fully and
10 accurately inform the Class Members of all material elements of the Stipulation of Settlement, of
11 the Class Members' right to be excluded from the Class, and of each Class Member's right and
12 opportunity to object to the Settlement. The Notice shall be mailed via first class mail to the most
13 recent known address of each Class Member within ten (10) days of the Settlement
14 Administrator's receipt of the Class Member list from Defendants, and twenty-one (21) days prior
15 to the Claims Deadline, a reminder postcard shall be mailed via first class mail to Class Members
16 who have not yet responded.

17
18 The Court hereby APPROVES the proposed procedure for exclusion from the Class by
19 submitting a written Exclusion Letter to the Settlement Administrator no later than forty-five (45)
20 days following the date on which the Settlement Administrator first mails the Notice and Claim
21 Forms to Class Members. Any Class Member who submits a valid and timely Exclusion Letter
22 shall no longer be a member of the Class, shall be barred from participating in the Settlement and
23 shall receive no benefit from the Settlement.

24 The Court hereby APPROVES the proposed Claim Form for use in administering the
25 Settlement, attached hereto as **EXHIBIT B**. Claim Forms must be mailed to Class Members
26 along with the Notice. Class Members must return completed Claim Forms to the Settlement
27 Administrator, postmarked no later than forty-five (45) days following the date on which the
28 Settlement Administrator first mails the Notice and Claim Form to Class Members.

1 The Court hereby ORDERS that Class Counsel shall file a motion for Final Approval of
2 the Class Action Settlement, with the appropriate declarations and supporting evidence, including
3 a declaration setting forth the identity of any Class Members who timely submitted an Exclusion
4 Letter, by December 4, 2014.

5 The Court further ORDERS that Class Counsel shall file a motion for approval of the Fees
6 and Expense Award and the Named Plaintiff Award, with the appropriate declarations and
7 supporting evidence, by December 4, 2014, to be heard at the same time as the motion for Final
8 Approval of the Class Action Settlement.

9 The Court further ORDERS that each Class Member who does not timely submit an
10 Exclusion Letter shall be given a full opportunity to object to the Stipulation of Settlement and
11 request for attorneys' fees and to participate at a Final Approval hearing, which the Court sets to
12 commence on December 11, 2014 at 8:30 a.m. in Department 21 of the Alameda County Superior
13 Court, located at 1221 Oak Street, Oakland, California 94612. Any Class Member seeking to
14 object to the proposed Settlement shall file a written objection with the Court or mail a written
15 objection to the Court and shall serve such objection by mail on Class Counsel and Defendants'
16 Counsel no later than forty-five (45) days following the date on which the Settlement
17 Administrator first mails the Notices and Claim Forms to Class Members. Any Class Member
18 who fails to file and serve a timely written objection shall be foreclosed from objecting to the
19 Stipulation of Settlement, unless otherwise ordered by the Court.
20

21 The Court further ORDERS that pending further order of this Court all proceedings in this
22 Action, except those contemplated herein and in the Stipulation of Settlement, are stayed.

23 The Court further ORDERS that to facilitate administration of this Settlement, all Class
24 Members, including Plaintiff, are hereby enjoined from filing or prosecuting any claims, cases,
25 suits or administrative proceedings (including filing or pursuing claims with the California
26 Division of Labor Standards Enforcement) regarding claims released by the Settlement unless and
27 until such Class Members have submitted valid and timely written Exclusion Letters to the
28

1 Settlement Administrator and the time for filing claims with the Settlement Administrator has
2 elapsed.

3 Pursuant to the Stipulation of Settlement, the Court sets the following deadlines:

- 4 • Defendants shall provide Heffler Claims Group with the Class Data by September
5 12, 2014 (14 calendar days from the date the Court grants preliminary approval).
- 6 • Heffler Claims Group shall mail the Notice Packets to the Class Members by
7 September 22, 2014 (10 calendar days after Defendants provide the Class Data).
- 8 • November 6, 2014, 45 calendar days after the mailing of the Notice Packets, shall
9 be the last day for Class Members to dispute Class Data, submit Claim Forms, file
10 objections to the Settlement, and submit Exclusion Letters.

11 If the Court grants final approval, Class Members (other than those who submit a timely
12 and valid Exclusion Letter) and their successors shall conclusively be deemed to have given a
13 release, as set forth in the Stipulation of Settlement and Notice, against the Released Parties, and
14 all such Class Members and their successors shall be permanently enjoined and forever barred
15 from asserting any claim related to this Action against the Released Parties. If for any reason the
16 Court does not execute and file a Final Approval Order and Judgment, the proposed Settlement
17 subject to this Order and all evidence and proceedings had in connection with the Settlement shall
18 be null and void.

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21 **IT IS SO ORDERED.**

22 Dated: Aug. 29, 2014

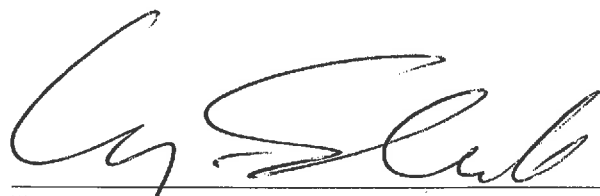
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24 _____
25 Hon. Wynne Carvill
26 Judge of the Superior Court of California
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EXHIBIT A

IMPORTANT LEGAL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

VANESSA LABOY on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

BARE ESCENTUALS, INC., BARE ESCENTUALS BEAUTY,
INC. and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: RG12638047

**NOTICE OF (1) PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT; (2) FINAL
APPROVAL HEARING; (3) RIGHT TO OBJECT
OR OPT OUT; AND (4) REQUIREMENT TO
RETURN A CLAIM FORM TO RECEIVE A
MONETARY PAYMENT FROM THE
SETTLEMENT**

**THIS NOTICE AFFECTS YOUR RIGHTS - PLEASE
READ IT CAREFULLY.**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WERE EMPLOYED ON AN HOURLY BASIS BY BARE ESCENTUALS, INC. OR BARE ESCENTUALS BEAUTY, INC. IN CALIFORNIA IN A STORE BETWEEN JULY 6, 2008 AND _____ [Date of Preliminary Approval].

YOU ARE HEREBY NOTIFIED that the Court has granted preliminary approval of a proposed class settlement (the "Settlement") of the above-captioned purported class action ("the Action") filed in Alameda County Superior Court ("the Court"). The proposed Settlement will resolve all class claims in this Action. The Court has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the Settlement of this Action and your legal rights under the Settlement.

If you would like to receive money from the Settlement, you must return the attached Claim Form, and it must be postmarked by _____ [45 days from mailing of Notice and Claim Form]. If you fail to file a Claim Form by that date, you will receive no payment under the Settlement, but you will be bound by its terms, unless you request exclusion from the Class. Please refer to pages 4-5 of this Notice for a more complete explanation of your options under the Settlement.

SUMMARY OF CASE

On July 6, 2012, Plaintiff Vanessa LaBoy filed a complaint in the Superior Court of California for the County of Alameda against Bare Escentuals, Inc. and Bare Escentuals Beauty, Inc. (together, "Defendants") on behalf of herself and other similar employees who worked in a store. She filed a first amended complaint on August 20, 2012. The Action alleges, among other things, that the Class Members are owed compensation for alleged unpaid wages, unreimbursed necessary business expenses, non-compliant wage statements, penalties under PAGA and other related penalties. The Action seeks damages for unpaid wages and overtime wages, restitution, penalties, interest, attorneys' fees and costs and other relief. The Action includes claims under the California Labor Code, related Wage Orders of the Industrial Welfare Commission, and California Business and Professions Code Section 17200 *et seq.*

After extensive investigation and an exchange of relevant information, the Parties mediated the Action and reached the Settlement that is memorialized in the Stipulation of Settlement on file with the Court, and whose terms are generally summarized in this Notice.

POSITIONS OF THE PARTIES AND REASONS FOR SETTLEMENT

Defendants contend that they compensate employees in full compliance with the law. They deny each of the claims and contentions alleged by Plaintiff in the Action. Although Defendants have strong defenses to the Action, they have concluded that a lengthy and expensive lawsuit is not in the best interests of either side. Defendants have, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in the Action. Nothing regarding the Settlement may be construed as, or may be used as, an admission, concession or indication by or against Defendants of any fault, wrongdoing or liability whatsoever.

Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Defendants through certification, trial and any possible appeals, the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation, the burdens of proof necessary to establish liability for the claims, and of the difficulties in establishing damages for the Class Members. Class Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Class Members.

The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

SUMMARY OF SETTLEMENT TERMS

Settlement Amount. The Stipulation of Settlement provides that Defendants will pay \$450,000.00 (the "Maximum Settlement Amount") to fully resolve the claims in the Action. The following deductions will be made from this Maximum Settlement Amount:

- **Settlement Administration.** The Court has tentatively approved a payment of not to exceed \$30,000.00 to the Settlement Administrator, Heffler Claim Group, LLC for the costs incurred in notifying the Class of this Settlement and processing any claims.
- **Attorneys' Fees and Expenses.** The Court preliminarily appointed the following attorneys as Class Counsel to represent the Class in this Action:

Daniel H. Qualls
Robin G. Workman
Aviva N. Roller
QUALLS & WORKMAN L.L.P.
177 Post Street, Suite 900
San Francisco, California 94108
(415) 782-3660

Class Counsel will ask the Court to approve a Fee and Expense Award of \$150,000.00, plus reimbursement of the actual litigation costs/expenses they incurred, not to exceed \$18,000.00. Class Counsel have been prosecuting the Action on behalf of the Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The Fee and Expense Award will constitute full compensation for all legal fees and litigation costs/expenses of Class Counsel in the Action, including any work they do in the future. Class Members are not personally responsible for any fees or litigation costs/expenses.

- **Named Plaintiff Award to Class Representative.** Class Counsel will also ask the Court to approve a Named Plaintiff Award in the amount of \$5,000.00 for Class Representative Vanessa LaBoy for acting as the representative on behalf of the Class, spending time assisting with the lawsuit, signing a

general release of all claims she might have against Defendants, and agreeing to never apply for or accept employment with Defendants, which is not required of Class Members.

- **PAGA Payment.** An amount of \$5,000.00 is allocated to pay all applicable penalties under California Labor Code's Private Attorneys General Act of 2004 ("PAGA"). 75% of this PAGA Payment will be paid to California's Labor and Workforce Development Agency and 25% of this PAGA Payment will be paid to Class Members.

Payment to Class Members: Plan of Allocation. Class Members who submit Claim Forms on or before the deadline ("Claimants") may receive an Individual Settlement Payment, as set forth below.

Calculation of Individual Settlement Payments to Claimants. The balance of the Maximum Settlement Amount after the deductions described above is called the "Net Settlement Proceeds." The Net Settlement Proceeds are currently estimated to be \$242,000.00, which is the total amount that will be available to Claimants. Given the claims at issue and potential liability periods, ten percent of the Net Settlement Proceeds is allocated to Class Members employed during the period of July 6, 2008 to April 3, 2012 and ninety percent of the Net Settlement Proceeds is allocated to Class Members employed during the period of April 4, 2012 through _____ [date of Preliminary Approval]. Each Claimant will receive an Individual Settlement Payment out of the Net Settlement Proceeds based on the dates of his/her employment and his/her number of weeks of employment with Defendants as a Class Member, as reflected by Defendants' payroll records, exclusive of leaves of absence ("Individual Work Weeks"). Approximations and averages will be used to cover periods where data is missing or otherwise not available.

Tax Information. IRS Forms W-2 and 1099 (and the equivalent California forms) will be distributed to Claimants reflecting the payments they receive under the Settlement. For tax purposes, 25% of each Claimant's Individual Settlement Payment will be treated as damages for unpaid wages and reported on a W-2, and 75% will be treated as interest and penalties under the California Labor Code and reported on a Form 1099. Claimants should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. The usual and customary employee payroll deductions will be taken out of the amounts attributable to unpaid wages.

Release of Claims. If the Settlement is approved by the Court, it will bar any Class Member who does not timely opt out of the Settlement from bringing certain claims against Defendants, described below. The Settlement will fully release and discharge Defendants, their subsidiaries, affiliates, parents, and their past or present officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, and attorneys (the "Released Parties") from all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract or otherwise) for violation of the Fair Labor Standards Act, the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders or any similar local, state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled in the complaint, which are or could be the basis of claims that Defendants failed to pay all wages due, failed to pay overtime wages due, failed to reimburse necessary business expenses, failed to provide accurate wage statements, compelled or coerced employees to patronize Defendants, and/or engaged in unfair business practices; that Defendants allegedly required employees to apply makeup off-the-clock before their shift, purchase Bare Essentials merchandise, and/or purchase and maintain required uniforms without reimbursement; and for penalties under PAGA, penalties for any violations enumerated above, or penalties for any other provision of the Labor Code, at any time on or before the date of Preliminary Approval (and whether such claims are based on California

or federal wage and hour law, contract law, or other law). These claims that Class Members are agreeing to release and discharge are referred to as "Class Released Claims," as that term is more fully defined in the Stipulation of Settlement.

Please note that even if Class Members may later discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Class Released Claims, each Class Member, upon the Payment Obligation and Class Release Date, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all Class Released Claims. This is true whether the Class Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Class Released Claims. The Individual Settlement Payments are paid to Claimants specifically in exchange for the release of the Released Parties from the Class Released Claims and for their agreement not to sue concerning the Class Released Claims.

YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 – Submit the Enclosed Claim Form for Payment

If you would like to receive money from the Settlement, you must complete and sign the enclosed Claim Form. You need to complete the Claim Form and promptly fax or mail it to the Settlement Administrator postmarked no later than _____ [45 days from mailing of Notice and Claim Form], 2014 in order to be eligible for an Individual Settlement Payment.

If you choose this **Option 1**, and if the Court grants Final Approval of the Settlement, you will be mailed a check for your Individual Settlement Payment. In addition, you will be deemed to have released and waived the Class Released Claims against the Released Parties.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you can request to be excluded from the Settlement. To do so, you must submit an Exclusion Letter to the Settlement Administrator clearly indicating that you have decided not to participate in the Settlement and desire to be excluded from the Settlement. The written Exclusion Letter must set forth your name, address, telephone number and last four digits of your social security number, and it must include the following statement, or something similar: "I request to be excluded from the class action proceedings taking place in the matter of *LaBoy v. Bare Escentuals, Inc. and Bare Escentuals Beauty, Inc.*, Alameda Superior Court Case No. RG12638047."

You must sign, date, and either fax the Exclusion Letter to (***) ***-**** or mail it by First Class U.S. Mail or equivalent no later than _____ [45 days from mailing of Notice and Claim Form], 2014, to _____.

If you choose this **Option 2**, you will no longer be a Class Member. You will not be deemed to have released the Class Released Claims, but you also will not receive an Individual Settlement Payment from the Settlement and you will be barred from filing any objection to the Settlement.

Option 3 – File An Objection With The Court

If you wish to object to the Settlement, you can file an objection with the Court explaining the reasons why you object to the Settlement. Your objection must state your full name, address, telephone number, dates of

employment with Defendants, and the basis for your objection. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name [LaBoy v. Bare Escentuals, Inc. and Bare Escentuals Beauty, Inc.] and case number [RG12638047]; and (b) be submitted to the Court either by mailing the papers to: Clerk of Court, Superior Court of California, County of Alameda, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings; and (c) either faxed to (***) ***-**** or mailed to _____, and (iii) mailed to each of the attorneys listed below:

QUALLS & WORKMAN L.L.P.
Robin Workman
177 Post Street, Suite 900
San Francisco, California 94108

ORRICK, HERRINGTON & SUTCLIFFE, LLP
Jessica Perry
1000 Marsh Road
Menlo Park, California 94025

You must file or mail your objection with the Court no later than _____ [45 days from mailing of Notice and Claim Form], 2014. Late objections will not be considered. If you object to the Settlement, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above in Option 2. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

If you file a valid and timely objection, you may also, if you wish, appear at the Final Approval hearing on the Settlement, set for _____ at __:__.m. in the Alameda County Superior Court and discuss your objection with the Court and the parties at your own expense. The date and time of the hearing may change without notice.

If you choose this **Option 3**, you may still receive an Individual Settlement Payment, but only if you complete your Claim Form and fax or postmark it by _____ [45 days from mailing of Notice and Claim Form], 2014. Otherwise, if the Court overrules your objection, you will be deemed to have released the Class Released Claims against the Released Parties.

Option 4 – Do Nothing

You may also choose to do nothing. If you choose this **Option 4**, and if the Court grants Final Approval of the Settlement, you will be deemed to have released the Class Released Claims against the Released Parties even though you will not receive any money from the Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the basic terms of the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may:

- The pleadings and other records in this litigation, including the Stipulation of Settlement, may be viewed online on the Alameda County Superior Court's website, known as DomainWeb, at <https://publicrecords.alameda.courts.ca.gov/prs>. After arriving at the website, click the "Search by Case Number" link, then enter Case Number RG12638047 and click "SEARCH." Images of every document filed in this case may be viewed through the "Register of Actions" at a minimal charge.
- You may also view the records filed in this case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. The court is open Monday through Friday, 8:30 a.m. until 2:30 p.m., excluding holidays.
- Contact Class Counsel at:

Daniel H. Qualls

Robin G. Workman
Aviva N. Roller
QUALLS & WORKMAN L.L.P.
177 Post Street, Suite 900
San Francisco, California 94108
(415) 782-3660
dan@qualls-workman.com
robin1@qualls-workman.com
aviva@qualls-workman.com

- Visit the following website: [URL of website established by Heffler or Plt's counsel with links to notice and most important documents in case]

Please direct all inquiries regarding this Notice and/or the Settlement to the Settlement Administrator at (***) ***_****.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

DATED: _____, 2014

BY ORDER OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

EXHIBIT B

CLAIM FORM
Vanessa LaBoy v. Bare Escentuals, Inc., et al.
Alameda County Superior Court, Case No. RG12638047

THE DEADLINE FOR SUBMITTING THIS FORM IS _____ [45 days from mailing], 2014.

I. CLAIMANT IDENTIFICATION

Please Make any Name/Address Corrections Below:

<<First>> <<Last>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <Zip>>

II. GENERAL INFORMATION

As an individual employed by Bare Escentuals, Inc. or Bare Escentuals Beauty, Inc. in California in a store and paid on an hourly basis, at any time between July 6, 2008 and _____ [preliminary approval date], you are a Class Member in the class action entitled LaBoy v. Bare Escentuals, Inc., et al., Case No. RG12638047, Superior Court of California, County of Alameda. You are eligible to submit a Claim Form to participate in the Settlement reached by the Parties.

According to the payroll records maintained by Defendants, the total number of weeks you were employed as a Class Member, excluding leaves of absence, ("Individual Work Weeks") is: _____. Therefore, your estimated share of the settlement is \$_____.

In order to receive money from the Settlement, you must sign this Claim Form and return it by first-class mail, **postmarked no later than _____ [45 days from mailing of Notice and Claim Form], 2014** to the following address:

LaBoy v. Bare Escentuals, Inc.
c/o Heffler Claims Group LLC
P.O. Box [____]
[Address]
[Number]

If you fail to submit a timely Claim Form, you will not receive any money in connection with the Settlement (although you will be bound by the other provisions of the Stipulation of Settlement approved by the Court, unless you request exclusion from the Class).

III. CERTIFICATION

I have received the Notice. I submit this Claim Form under the terms of the proposed Settlement described in the Notice. I also submit to the jurisdiction of the Alameda County Superior Court with respect to my claim as a Class Member and for purposes of enforcing the release of claims stated in the Stipulation of Settlement and Notice. The full and precise terms of the proposed settlement are contained in the Stipulation of Settlement filed with the Court. I further acknowledge that I am bound by the terms of any judgment that may be entered in this Action. I agree to furnish additional information to support my claim if required to do so. If I am the executor and/or heir of a Class Member or a representative of a Class Member, I have provided appropriate documentation about the capacity in which I am submitting this Claim Form on separate sheets attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and accurate, that I have read and understand the Notice that was mailed with this Claim Form, and agree to abide by the terms of the Notice and this Claim Form.

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter the last four digits of your Social Security Number:

Under penalties of perjury, I certify that:

1. The last four digits of the social security number shown on this form is part of my correct taxpayer identification number (or I am waiting for a number to be issued to me); **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; **and**
3. I am a U.S. citizen or resident alien.

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

Dated: _____

Signature