

CLASS ACTION STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS

Plaintiffs Kenn Viselman, Ken Tennen, Lorne Steiner and David Svensson, individually and on behalf of themselves and the Settlement Class described below (collectively “Plaintiffs”), on the one hand, and defendants Fragrance Acquisitions, LLC (“Fragrance”), CVS Pharmacy, Inc., Rite Aid Corporation, Wholesalefashionsquare.com, Inc. and Styles for Less, Inc. (collectively, “Defendants”), on the other hand, by and through their respective attorneys of record, agree to resolve this action through this Class Action Stipulation of Settlement and Release of Claims dated June __, 2016 (“Settlement Agreement”), which is being entered into by the parties for settlement purposes only.

I. DEFINITIONS

1.1 Action. “Action” shall mean the lawsuit entitled *Kenn Viselman, et al. v. Fragrance Acquisitions, Inc., et al.*, Case No. BC563350 filed in the Superior Court of the State of California for the County of Los Angeles and currently pending before the Honorable Elihu M. Berle.

1.2 Class Counsel. “Class Counsel” shall collectively mean (a) William D. Goldstein and Law Offices of William D. Goldstein and (b) Jeff D. Neiderman of Schwartz Rimberg & Morris LLP.

1.3 Class Members. “Class Members” shall mean each and all of the members of the Settlement Class.

1.4 Class Representatives. “Class Representatives” shall mean Plaintiffs.

1.5 Defendants’ Counsel. “Defendants’ Counsel” shall mean Michael R. Weiss of Lewis Brisbois Bisgaard & Smith LLP.

1.6 Court. “Court” shall mean the Superior Court of the State of California for the County of Los Angeles.

1.7 Fairness Hearing. “Fairness Hearing” shall mean the hearing(s) conducted by the Court to determine whether to grant final approval of the Settlement.

1.8 Fragrance Products. “Fragrance Products” shall mean the fragrance products identified in Plaintiffs’ First Amended Complaint in the Action including the products named Ruby Blossom, Stiletto, Touch and Madam.

1.9 Final Approval Order and Judgment. “Final Approval Order and Judgment” shall mean the Order pursuant to Rule of Court 3.769 that gives final approval of this Settlement Agreement and provides for the orderly performance and enforcement of the terms and

conditions of this Settlement Agreement, as well as the Judgment rendered by the Court pursuant to Rule of Court 3.769. The Order shall be in substantially the same form as is agreed by the Parties.

1.10 Motion for Preliminary Approval. “Motion for Preliminary Approval” shall mean the Motion for Preliminary Approval of the Settlement to be filed in this Action pursuant to California Rule of Court 3.769.

1.11 Notice. “Notice” shall mean the notice of the Class Action and Settlement attached hereto as Exhibit "A" which summarizes the terms of the Settlement and the claims process.

1.12 Opt Outs. “Opt Out(s)” shall mean Class Members who submit a timely Request for Exclusion.

1.13 Parties. “Parties” shall mean Plaintiffs, Class Representatives, members of the Settlement Class and Defendants.

1.14 Plaintiffs’ Released Parties. “Plaintiffs’ Released Parties” shall mean Defendants, and each of them, and all of their current or former parent entities, corporations, subsidiaries, shareholders, related and affiliated companies and entities, officers, directors, agents, representatives, attorneys, insurers, predecessors, successors, assignees, employees, retailers, customers (excluding Class Members), purchasers (excluding Class Members) and all individuals or entities acting by, through, under, or in concert with any of them.

1.15 Plaintiffs’ Released Claims. “Plaintiffs’ Released Claims” shall mean every claim or cause of action that the Plaintiffs, Class Representatives, and/or the Class Members (other than Opt Outs), has, have or may have, including assigned claims, whether known or unknown, asserted or un-asserted, latent or patent, that is, has been, could reasonably have been or in the future might be asserted by any of them either in the Action or in any other action or proceeding in this Court or any other court or forum, against Plaintiffs’ Released Parties based on, arising out of, or related to the events described in the First Amended Complaint on file in this Action and/or the purchase of the fragrance products Ruby Blossom, Stiletto, Touch and/or Madam during the period January 1, 2010 through the date that the Preliminary Approval Order is entered by the Court, inclusive, including without limitation: (a) any claim or cause of action under Business & Professions Code § 17200 et seq.; (b) any claim or cause of action under Business & Professions Code § 17500 et seq.; (c) any claim or cause of action based on the unfair, unlawful and/or deceptive business practices, deceptive advertising, fraud, negligence and/or misrepresentation; and (d) any and all claims for damages, injunctive relief, disgorgement, restitution, declaratory relief, injunctive or other equitable relief, attorneys' fees and expenses, prejudgment interest, statutory damages, statutory penalties, punitive damages, special damages and exemplary damages.

1.16 Preliminary Approval. “Preliminary Approval” shall mean that the Court has entered the Preliminary Approval Order.

1.17 Preliminary Approval Order. “Preliminary Approval Order” shall mean the order entered by the Court that grants Preliminary Approval of this Settlement. The Preliminary Approval Order shall be in substantially the form attached hereto as Exhibit “C,” subject to non-material modifications made by the Court.

1.18 Request for Exclusion. “Request for Exclusion” shall mean a request by a Class Member to be excluded from the Settlement Class that complies with the requirements set forth in Section 4.3 of this Settlement Agreement.

1.19 Settlement or Settlement Agreement. “Settlement” or “Settlement Agreement” shall mean the terms and conditions of this Settlement Agreement, which is being entered into by the Parties for settlement purposes only.

1.20 Settlement Class. “Settlement Class” shall mean: “All individuals and consumers who purchased the fragrance products Ruby Blossom, Stiletto, Touch and/or Madam in California and/or from Defendants’ California retail and/or wholesale locations during the period January 1, 2010 through the date that the Preliminary Approval Order is entered by the Court, inclusive.”

1.21 Settlement Effective Date. “Settlement Effective Date” shall mean the first day following the last of the following occurrences: (a) The time to appeal or seek permission to appeal or seek other judicial review of the Final Approval Order and Judgment has expired with no appeal or other judicial review having been taken or sought; or (b) If an appeal or other judicial review of the Final Approval Order and Judgment has been taken or sought, the date the Final Approval Order and Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom, or the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review.

II. RECITALS

2.1 Description of the Action. The Class Representatives contend that Defendants’ Fragrance Products had packages which listed the fragrance bottles contained in the packages as containing 100 milliliters of liquid, but that the bottles did not contain 100 milliliters of liquid. Class Representatives alleged five causes of action: (1) Unfair, Unlawful and Deceptive Business Practices pursuant to Business & Professions Code § 17200 et seq., (2) Deceptive Advertising pursuant to Business & Professions Code § 17500 et seq., (3) Fraud in the Inducement, (4) Negligent Misrepresentation, and (5) Claim for Declaratory and Injunctive Relief. Class Representatives seek damages, disgorgement of profits, attorney’s fees, costs, statutory penalties, punitive damages, injunctive relief and other damages. The initial complaint in this Action was

4819-8250-5010.1

filed on or about November 10, 2014, and amended on or about December 11, 2014. Defendants have denied, and continue to deny, liability of the claims asserted in the Action.

2.2 Discovery in the Action. The Parties have engaged in extensive discovery in the Action including written discovery and production of documents.

2.3 Settlement Efforts. On December 9, 2015, the Parties participated in a private mediation before Daniel Ben-Zvi, Esq. of ADR Services, Inc. in Los Angeles, which resulted in this Agreement to settle the Action on the terms set forth herein.

2.4 Plaintiffs' Reasons for Entering Into Settlement. Class Counsel and Class Representatives believe that the claims asserted in this Action have merit. Class Counsel and Class Representatives, however, recognize the uncertain outcome and the risk of any litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation. Class Counsel and Class Representatives are also mindful of the inherent problems of proof and defenses to the claims asserted in this Action, including the defenses asserted by Defendants and the potential obstacles to class certification. In light of the above, Class Counsel and the Class Representatives believe that the Settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class and each of the Class Members and is in the best interest of the Settlement Class and each of the Class Members.

2.5 Defendants' Reasons for Entering into Settlement. Defendants have denied, and continue to deny, liability for the claims asserted in the Action. Defendants, however, desire to settle the Action, on the terms and conditions set forth in this Settlement Agreement, in order to: (a) avoid the burden, expense, and uncertainty of continuing the Action; (b) avoid the diversion of its resources and personnel required by continuing the Action; and (c) put to rest any and all claims that are, or could have been, brought or asserted in this Action, or any similar litigation, in this or any other court's jurisdiction, which are based upon any of the facts, circumstances or conduct alleged in the Action. Defendants have therefore determined that it is desirable and beneficial that the Action be settled upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is based on the express understanding that Defendants are agreeing to class certification for settlement purposes only, and that nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of any of Defendants or any of Plaintiffs' Released Parties, all of whom deny liability therefor.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Settlement Agreement, as well as the good and valuable consideration provided for herein, the Parties hereby agree to a full and complete settlement of the Action on the following terms and conditions:

III. TERMS OF SETTLEMENT

3.1 Defendants' Replacement or Refund of Fragrance Products. Fragrance, for

Defendants, shall replace all Fragrance Products the Plaintiffs and Class Members purchased with either a similar fragrance product containing 100 milliliters of fragrance product or provide a refund of the product's purchase price. A Claim Form will be made available in both English and Spanish to Class Members via the website referenced in Paragraphs 4.1 and 4.2 below, and will be in substantially the same form as Exhibit B attached hereto. Upon approval by the Court each class member that submitted a valid claim form will be emailed a coupon which may be redeemed for either replacement or refund of the product's purchase price.

3.2 Settlement Payment. Subject to Court approval as set forth in Sections 3.3, 3.4, 3.5 and 3.6, within ten (10) business days of the Settlement Effective Date, Fragrance shall pay One Hundred Thousand Dollars (\$100,000.00) to Class Representatives and Class Counsel as payment in full for Attorneys' Fees, Expenses and Costs and Incentive Payments to the Class Representatives awarded in connection with Plaintiffs', Class Representatives' and Class Members' claims arising from the events described in the First Amended Complaint on file in this Action and Plaintiffs' Released Claims, excluding replacement or refund of the Fragrance Products as described in item no. 3.1 above ("Settlement Payment").

3.3 Consideration. Fragrance's obligations as set forth in Sections 3.1 and 3.2 are undertaken in exchange for and constitute payment in full for Plaintiffs', Class Representatives' and Class Members' claims arising from the events described in the First Amended Complaint on file in this Action and Plaintiffs' Released Claims.

3.4 Attorneys' Fees, Expenses and Costs. Defendants take no position as to the proper amount of any attorneys' fee award to Class Counsel and agree that they will not oppose an application by Class Counsel for attorney's fees, expenses and costs, provided that the award requested does not exceed the amount of the Settlement Payment less the total of the incentive payments to Class Representatives. Class Counsel represent and warrant that they will not seek an award of attorney's fees, expenses and costs totaling more than the amount of the Settlement Payment less the total of the incentive payments to Class Representatives, and that the award amount is inclusive of all fees, costs and expenses of Class Counsel, past and future, in connection with the Action. The attorney's fees, expenses and costs in the amount awarded by the Court shall be paid directly to Class Counsel by Fragrance within ten (10) court days after the Settlement Effective Date. The effectiveness of this Settlement will not be conditioned upon or delayed by the Court's failure to approve Class Counsel's request for attorney's fees, expenses and costs, or the Court's award to Class Counsel of attorney's fees, expenses and costs in an amount less than that sought by Class Counsel. Defendants shall have no obligation to pay any attorney's fees, expenses or costs to Class Counsel in excess of the Settlement Payment less the total of the incentive payments to Class Representatives.

3.5 Incentive Payments to the Class Representatives. Class Representatives intend to apply to the Court for incentive payments for each of the four Class Representatives in the amount of \$1,000 per Class Representative for a total of \$4,000 for all four Class

Representatives. All incentive payments awarded by the Court to the Class Representatives shall be paid by Class Counsel from the Settlement Payment within thirty (30) days after the Settlement Effective Date. The effectiveness of this Settlement will not be conditioned upon or delayed by the Court's failure to approve any incentive payments to any Class Representative, and/or the Court's award of incentive payments in an amount less than that sought by any Class Representative. Defendants shall have no obligation to pay any incentive payments to the Class Representatives. Defendants take no position as to the proper amount of any Incentive Payments to the Class Representatives and agree that they will not oppose an application by Class Counsel for said payments, provided that the amount requested does not exceed the amount of the Settlement Payment less the total of Attorneys' Fees to Class Counsel and the requested Incentive Payments.

3.6 Payment to Class Representatives. Within twenty (20) business days of Class Counsel's receipt of the Settlement Payment, Class Counsel shall from the Settlement Payment pay to each Plaintiff One Thousand Dollars (\$1,000) as class member incentive payments for a total of \$4,000 to Plaintiffs, subject to Court Approval of the Incentive Payments pursuant to Section 3.5 above.

3.7 Court Approval. The Settlement and Settlement Agreement requires and is subject to approval by the Court under the procedures in Section VI and VII below.

IV. NOTICE TO THE CLASS

4.1 Notice. The Notice shall be substantially in the form attached as Exhibit "A," subject to approval by the Court. The Notice shall be made available in both English and Spanish on a website maintained by Class Counsel, which shall be referenced in the Notice by Publication as described in Paragraph 4.2 below. This website will also contain a link to the Claim Form referenced in Paragraph 3.1 above.

4.2 Notice by Publication. Within ten (10) days of the Defendants' receipt of the Preliminary Approval Order, Fragrance on behalf of Defendants will provide notice of the Settlement by publication in the newspapers Los Angeles Times, San Diego Union Tribune, San Francisco Chronicle, Alameda Sun and Sacramento Bee, and bear the costs of providing such notice. This notice by publication shall contain the website address where Class Members may access the full Notice. Defendants shall also disseminate instructions to post the Notice in both English and Spanish in any vestibule areas maintained in the California stores of the retail Defendants for the posting of similar notices. The Notice will include the material terms of the Settlement. The Parties agree that providing notice of the Settlement as described above to potential Class Members is the best, most fair and most reasonable form of notice practicable under the circumstances. In the event the Court requires changes to the notice and/or claim form procedures set forth in this Agreement as a condition of approval, Defendants shall bear the costs associated with implementing those changes.

4.3 Requests for Exclusion. In order to request exclusion from the Class, a Class Member must mail a written Request for Exclusion to Class Counsel. The Request for Exclusion must be signed by the Class Member and postmarked no later than the deadline for filing a Request for Exclusion set forth in the Preliminary Approval Order entered by the Court. The Parties agree that they will propose to the Court that the deadline for filing a Request for Exclusion set forth in the Preliminary Approval Order be sixty (60) days after the date Notice was provided as set forth above in Section 4.2. All Class Members who do not timely and properly file a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Action, even if the Class Member has pending, or subsequently initiates, litigation against any of the Defendants relating to the Plaintiffs' Released Claims. A Class Member who chooses to be excluded from the Class will be excluded entirely from the Class and, therefore, from participation in the Settlement.

4.4 Defendants' Option to Rescind. No later than ten (10) business days after the deadline for mailing a Request for Exclusion, Class Counsel shall notify the Defendants' Counsel of the number of Requests for Exclusion signed by any Class Member received by Class Counsel. Defendants shall not have the right to rescind this Settlement unless 150 or more Class Members timely mail a Request for Exclusion. If 150 or more Class Members timely mail a Request for Exclusion, Defendants, and each of them, shall have the option (but not the obligation) to rescind and void *ab initio* the Settlement. Defendants, and each of them, may exercise their option to rescind and void *ab initio* the Settlement by filing with the Court and serving on all parties a written notice of rescission within ten (10) business days of receiving from Class Counsel notice of the number of Requests for Exclusion.

4.5 Objections to Settlement. Any member of the Settlement Class other than Opt Outs may object to the Settlement, motions for attorney's fees, expenses and costs and/or the proposed incentive awards, and/or the proposed Final Approval Order and Judgment. Any member of the Settlement Class who is not an Opt Out and who wishes to file such an objection shall, by the date set forth in the Preliminary Approval Order approved by the Court, file with the Court and postmark and mail to Class Counsel a writing containing a clear and specific statement of the objection, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection. Any member of the Settlement Class who is not an Opt Out may file and serve a written objection either on his or her own or through an attorney hired at his or her own expense. Opt Outs shall have no standing to object to the Settlement, motions for attorney's fees, expenses and costs and/or the proposed incentive awards, and/or the proposed Final Approval Order and Judgment. As soon as possible after receipt of an objection, Class Counsel shall provide a copy of the objection and supporting papers (and the accompanying envelope or other packaging) to Defendants' Counsel. Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object to the Settlement, motions for attorney's fees, expenses and costs and/or the proposed incentive awards, and/or the proposed Final Approval Order and Judgment, and shall be bound by all the terms of the

Settlement Agreement and by all proceedings, orders, and judgments in the Action.

4.6 Proof of Payment. Within ninety (90) days after the Settlement Effective Date, Class Counsel shall certify to the Court that checks have been mailed to the applicable Class Representatives. The certification required by this Section shall be by declaration(s), based on the personal knowledge of the declarant(s), filed with the Court and served on Defendants' Counsel.

V. RELEASE OF CLAIMS

5.1 Plaintiffs' Release of Released Parties. Upon the Settlement Effective Date, the Class Representatives, Plaintiffs and each Class Member who is not an Opt Out, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, shall and hereby do release and forever discharge Plaintiffs' Released Parties from Plaintiffs' Released Claims.

5.2 Complete Defense. The Parties shall be deemed to have agreed that the releases set forth herein will be and may be raised as a complete defense to, and will preclude any action or proceeding based on, Plaintiffs' Released Claims and Defendants' Released Claims.

5.3 Effectuation of Settlement. None of the releases set forth herein includes releases of claims to enforce the terms of the Settlement.

VI. PRELIMINARY COURT APPROVAL OF THE SETTLEMENT

6.1 Motion for Preliminary Approval. The Parties shall submit this Settlement to the Court in support of the Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement, the Parties shall apply to the Court for the entry of the Preliminary Approval Order, which shall:

- a. Preliminarily certify the Settlement Class for settlement purposes only;
- b. Preliminarily approve the Settlement as fair, reasonable, and adequate;
- c. Preliminarily approve the appointment of Class Counsel for settlement purposes only;
- d. Preliminarily approve Plaintiffs as Class Representatives for settlement Purposes only;
- e. Approve as to form and content the proposed Notice substantially in the form attached hereto as Exhibit "A" and the Claim Form attached hereto as Exhibit "B."

f. Approve the manner of providing Notice to the Class Members as described in Section IV of this Settlement Agreement and find that this manner of notice constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with California and federal laws and the Constitution of the U.S.;

g. Schedule the Fairness Hearing to be held by the Court to determine:

- (1) Whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
- (2) Whether the Final Approval Order and Judgment should be entered;
- (3) Whether Class Counsel's application for an award of attorney's fees, expenses and costs should be approved; and
- (4) Whether the incentive awards to Plaintiffs as class representatives should be approved;

h. Provide that the Fairness Hearing may be continued and adjourned by the Court without further notice to the Class Members;

i. Order that Notice to the Class Members, in the manner described in Section IV of this Settlement Agreement, be disseminated;

j. Approve the procedure for Class Members to file Requests for Exclusion, substantially in the manner set forth in Section 4.3 of this Settlement Agreement, and setting a deadline for Class Members to exclude themselves from the Class;

k. Provide that Class Members who do not file valid and timely Requests for Exclusion will be bound by the Final Approval Order and Judgment and the releases set forth in Section V of the Settlement; and

l. Declare the date on which the Court preliminarily approves the Settlement as the date that the Settlement is deemed filed.

VII. FINAL COURT APPROVAL OF THE SETTLEMENT

7.1 Entry of Final Approval Order and Judgment. At the Fairness Hearing, the

Parties will request that the Court, among other things, enter the Final Approval Order and Judgment, in which the Court will (a) approve the Settlement Agreement as fair, reasonable, adequate, and binding on all members of the Settlement Class; (b) enter the Final Approval Order and Judgment in accordance with the terms of this Settlement Agreement; (c) determine the amount and approve the payment of attorney's fees, expenses and costs; (d) determine the amount of any incentive payments to award to the Class Representatives; and (e) provide for the entry of judgment in the Action and for the releases of all Plaintiffs' Released Claims against the Plaintiffs' Released Parties by the Class Representatives and all Class Members who have not submitted valid and timely Requests for Exclusion from the Class.

7.2 Final Judgment. The Final Approval Order and Judgment shall include a final judgment which shall:

- a. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approve Class Counsel's application for an award of attorney's fees, expenses and costs, insofar as said application has been granted by the Court;
- c. Approve the Class Representatives' incentive awards, insofar as said incentive awards have been granted by the Court;
- d. Certify the Settlement Class for settlement purposes only;
- e. Permanently bar all Class Members (other than Opt Outs) from prosecuting against Plaintiffs' Released Parties any and all of Plaintiffs' Released Claims;
- f. Permanently bar the Class Representatives from prosecuting against Plaintiffs' Released Parties any and all of Plaintiffs' Released Claims.

VIII. MISCELLANEOUS PROVISIONS

8.1 Voiding the Agreement. If the Court denies the Motion for Preliminary Approval or does not enter the Final Approval Order and Judgment, or if the Court's entry of the Final Approval Order and Judgment is reversed on appeal, the Settlement and the Settlement Agreement are void and of no further force or effect, and all related papers including the Motion for Preliminary Approval shall not be used nor be admissible in any subsequent proceedings either in this Court or in any other Court or forum.

8.2 Signatories' Authority. The signatories to the Settlement represent that they are authorized to enter into this Settlement and bind their respective parties to its terms and conditions.

8.3 Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including, but not limited to, preparation and execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's Final Judgment.

8.4 No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

8.5 Notices. Unless otherwise provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing and mailing by U.S. registered or certified mail, return receipt requested, and sending by email, addressed to Class Counsel and/or Defendants' Counsel as applicable.

8.6 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties' counsel, including negotiations made with the assistance of a professional mediator, and that the terms of this Settlement shall not be construed in favor of or against any Party.

8.7 Captions and interpretations. Section titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

8.8 Modification. This Settlement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

8.9 Integration Clause. This Settlement contains the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Settlement. No rights under this Settlement may be waived except in a writing signed by the Party making the waiver and its counsel.

8.10 Binding on Assigns. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns and, where applicable, all of their current or former parent entities, corporations, subsidiaries, related and affiliated companies and entities, officers, directors, agents, representatives, attorneys, insurers, predecessors, successors, assignees, employees, and all individuals or entities acting by, through, under, or in concert with any of them.

8.11 Class Counsel Signatories. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the Release. Excepting only the Class Members who timely submit a Request for Exclusion, the Notice shall have the same force and effect as if this Settlement were executed by each Class Member with regard to Plaintiffs' Released Claims.

8.12 Counterparts. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

8.13 Class Certification. The Parties agree that the certification of the Settlement Class is being sought for settlement purposes only and, if for any reason the Settlement is not approved, any order certifying the Settlement Class will be of no force or effect and cannot be used for any purpose by any of the Parties in the future. The Parties agree that any order certifying the Settlement Class is in no way an admission that class certification would be proper for litigation purposes.

8.14 Governing Law. This Settlement Agreement shall be governed by the laws of the State of California, without regard to choice-of-law principles.

8.15 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation and implementation of this Settlement Agreement.

8.16 Venue. Any and all actions or disputes arising out of this Settlement Agreement, including without limitation the enforcement, interpretation, breach, or attempted rescission of this Settlement Agreement, shall be brought exclusively in this Court.

8.17 Waiver. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

8.18 Conflicts. In the event of conflict between this Settlement Agreement and any

other prepared pursuant to the Settlement, other than any Court order, the terms of this Settlement Agreement shall supersede and control.

8.19 Singular/Plural. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

8.20 Reasonable Extensions of Time. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

APPROVED AND AGREED:

KENN VISELMAN

Dated: _____

Plaintiff and Class Representative, Individually and
on behalf of himself and the Settlement Class

KEN TENNEN

Dated: _____

Plaintiff and Class Representative, Individually and
on behalf of himself and the Settlement Class

LORNE STEINER

Dated: _____

Plaintiff and Class Representative, Individually and
on behalf of himself and the Settlement Class

DAVID SVENSSON

Dated: _____

Plaintiff and Class Representative, Individually and
on behalf of himself and the Settlement Class

FRAGRANCE ACQUISITIONS, LLC

Dated: _____

By:
Title:

WHOLESALEFASHIONSQUARE.COM, INC.

Dated: _____

By:
Title:

STYLES FOR LESS, INC.

Dated: _____

By:
Title:

CVS PHARMACY, INC.

Dated: _____

By:
Title:

RITE AID CORPORATION

Dated: _____

By:
Title:

APPROVED AS TO FORM AND CONTENT BY CLASS COUNSEL

LAW OFFICES OF WILLIAM D. GOLDSTEIN

Dated: _____

By: William D. Goldstein

SCHWARTZ RIMBERG & MORRIS LLP

Dated: _____

By: Jeff D. Neiderman

APPROVED AS TO FORM AND CONTENT BY DEFENDANTS' COUNSEL

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____

By: Michael R. Weiss