

If you bought Cel MD cosmetics products, including the Microstem Shampoo, Microstem Conditioner, Microstem Hair Stimulation Serum, Stem Cell Shampoo, Stem Cell Conditioner, Microstem Hair Thickening Mask, Advanced Hair Supplement, Nail Serum, Brow & Lash Booster, Nail Formula, Protective Skin & Lip Moisturizer, Complete Collagen + MCT, SPF 30 Skin Moisturizer, Stem Cell Face Mask, Neck & Decolletage Cream, or Nail & Cuticle Oil between March 20, 2016 and February 1, 2021, then you could be entitled to money from a class action settlement.

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

- A settlement has been reached between Amplify, Ltd. (“Defendant”) and Diane Hightree (“Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class. The settlement resolves class action lawsuit alleging false, misleading, and deceptive advertising by Defendant. Defendant denies the allegations. The Court did not rule in favor of either side. The parties agreed to the settlement to avoid the expense and risks of continuing the lawsuit.
- You are a class member if you are a resident of the United States who purchased one or more Cel MD cosmetic products, including the Microstem Shampoo, Microstem Conditioner, Microstem Hair Stimulation Serum, Stem Cell Shampoo, Stem Cell Conditioner, Microstem Hair Thickening Mask, Advanced Hair Supplement, Nail Serum, Brow & Lash Booster, Nail Formula, Protective Skin & Lip Moisturizer, Complete Collagen + MCT, SPF 30 Skin Moisturizer, Stem Cell Face Mask, Neck & Decolletage Cream, or Nail & Cuticle Oil (“Settlement Class Product(s)” or “Covered Product(s)”, between March 20, 2016 and February 1, 2021.
- Class Members who previously purchased a Covered Product and have proof of purchase may submit a claim to receive \$5.00 per Covered Product purchased.
- Class Members who previously purchased a Covered Product but who do not have proof of purchase may submit a claim to receive \$5.00 per Covered Product Purchased, capped at \$10.00. Each Class Member may submit a claim either electronically through a settlement website or by mail.
- Cash payouts will be adjusted pro rata up or down in the event of under- or over-subscription, respectively, of the Settlement Fund. Any amounts remaining in the Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres* to a non-profit organization approved by the Court, and will not revert to Defendant.

Please read this Notice carefully and in its entirety. Your rights may be affected by the settlement of this Lawsuit, and you have a choice to make now about how to act:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A VALID CLAIM BY FEBRUARY 1, 2021	The only way to get a cash payment, if you qualify.
EXCLUDE YOURSELF FROM THE CLASS BY FEBRUARY 1, 2021	Receive no cash payments. This is the only option for you to exclude yourself from this lawsuit, hire your own attorney, and retain your right to sue Amplify in a future lawsuit arising out of the same claims.
OBJECT TO THE SETTLEMENT BY FEBRUARY 1, 2021	Submit a written objection explaining why you do not like the Settlement and think it should not be approved. You must file your objection with the Court. If you submit an objection, you may also speak at the Court's Final Approval Hearing to explain your position. You are not required to attend the hearing. The hearing will take place on March 2, 2021 at the California Superior Court for the County of Santa Barbara.
DO NOTHING	You will not receive any cash payments. You will be bound by the terms of the settlement agreement, and you will give up your right to be part of any other lawsuit against Amplify about the claims in this case.

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the settlement. Cash payments for valid claims will be issued only if the Court approves the settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.



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QUESTIONS? CALL 1-(888) 470-1116 OR VISIT WWW.CELMDSETTLEMENT.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement in 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.

The case is known as *Hightree v. Amplify, Ltd.*, Superior Court of California for the County of Santa Barbara, Case No. 20CV01532 (the “Action”). The person who sued is called the Plaintiff. The company they are suing, Amplify, Ltd, is called the Defendant.

2. What is the lawsuit about?

On March 20, 2020, Plaintiff Diane Hightree filed a legal action on behalf of herself and all others similarly situated alleging that she relied on the allegedly false, misleading, and deceptive advertising of the Settlement Class products, and that such advertising violates state common law and state consumer protection laws (including that it amounts to breach of express and implied warranty, violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*, California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*, and California’s Consumers Legal Remedies Act (“CLRA”), Civil Code § 1750, *et seq.*, and unjust enrichment), and that as a direct result of such violations Plaintiff has been economically injured.

Plaintiff alleges that Amplify’s marketing claims related to hair growth, hair loss prevention, the presence of stem cells in the products, skin tightening, and other claims regarding the products are deceptive. Amplify denies these allegations, and denies any wrongdoing. In particular, Amplify denies that its marketing or sales of its products has been in any way inconsistent with California’s Unfair Competition Law or False Advertising Law, the California Consumers Legal Remedies Act, or constitutes breach of implied or express warranty, or violates the common law prohibition against unjust enrichment. Amplify also denies that the claims against it in the Litigation can be adjudicated appropriately in court on a class-wide basis, as opposed to in arbitration on an individual basis.

The Court has not decided that Defendant did anything wrong, and the settlement does not mean Defendant broke the law. Both the Plaintiff and Defendant believe that the settlement is fair, adequate, and reasonable and that it is in the best interests of the Settlement Class.

3. Why is this a class action?

In a class action one or more people called “Class Representatives” (in this case, Diane Hightree) sue on behalf of people who have similar claims. All of these people or entities are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further litigation and trial. The settlement does *not* mean that any law was broken. Defendant denies all of the legal claims in this case.

The parties have negotiated the terms of the settlement agreement, which is on file with the Court and also can be found on the Settlement Website. The settlement agreement was reached only after arm’s-length negotiations between the parties, who were represented by separate counsel with extensive experience and expertise in class action litigation. During the negotiations, both parties had a clear view of the strengths and weaknesses of their respective claims and defenses.

Based on a thorough analysis of the facts and the applicable law, and after taking into account the material benefits afforded to the Settlement Class through settlement of this Litigation, and the risk, delay, and expense of a trial on the merits against Amplify and any subsequent appeals, the Plaintiff and Class Counsel concluded

that a settlement of the Litigation on the terms set forth in the settlement agreement and described in this notice is fair, reasonable, adequate, and in the best interest of all Settlement Class Members.

Although Amplify vigorously denied, and continues to deny, any wrongdoing or liability regarding Plaintiff's allegations, Amplify has agreed to settle the Litigation to avoid the expense, risk, and inconvenience of a trial on the merits and any subsequent appeals, and to put to rest and finally terminate the Litigation and all Released Claims (as defined below and in the settlement agreement).

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are a member of the Settlement Class if you purchased for personal consumption, and not for re-sale, one or more Covered Products in the United States between March 20, 2016 and February 1, 2021. This time period is referred to as the "Class Period." Excluded from the Settlement Class are any officers, directors, or employees of Defendant, and the immediate family member of any such person. Also excluded is any judge presiding over this case.

6. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, call 1-(888) 470-1116 OR VISIT www.CelMDSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

The parties have agreed to make available a total Settlement Fund of Seven Hundred Fifty-Three Thousand Two Hundred Eighty-Five Dollars (\$753,285.00) for payment of valid claims. Class Members who previously purchased a Covered Product and have proof of purchase may submit a claim to receive \$5.00 per unit of Covered Product purchased. Class Members who previously purchased a Covered Product but who do not have proof of purchase may submit a claim to receive \$5.00 per unit of Covered Product purchased, up to a maximum of \$10.00. Class Members may submit a claim either electronically through a settlement website or by mail.

Cash payouts will be adjusted pro rata up or down in the event of under- or over-subscription, respectively, of the Settlement Fund. Any amounts remaining in the Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres* to a non-profit organization approved by the Court. Instructions for submitting a Claim are included in Section 9 below.

Additionally, Defendant has agreed to stop making or modify certain of the alleged false, deceptive, and misleading advertising claims. The parties have further agreed that the costs to administer this Settlement will be paid from the Settlement Fund, that Class Counsel may request attorneys' fees not to exceed one-third of the Settlement Fund upon Court approval, plus costs and litigation expenses, and that the Class Representative may apply for an enhancement award of up to Five Thousand Dollars (\$5,000) from the Court. More details are in a document called the Settlement Agreement, which is available at www.CelMDSettlement.com.

8. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, **Class Members will release all claims related to the Litigation that they may have had, or may in the future have, against Defendant and all related people and entities, whether or not they are currently aware of those claims.** These claims and this release are described and identified in detail in Sections 1 and 6 of the Settlement Agreement (called the "Released Claims," "Released Parties," and "Released Persons"). The Settlement Agreement is available at www.CelMDSettlement.com. The Settlement Agreement describes the Released Claims, Released Parties and Released Persons in detail, in necessarily accurate legal terminology, so read it carefully. You can talk to one of the lawyers listed below for free regarding this or you can, of course, talk to your own lawyer (at your own expense) if you have questions about the Released Claims, Released Parties or Released Persons or what they mean.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To ask for a cash payment you must complete and submit a valid claim form along with the required supporting documentation, if you have it. You can get a claim form at www.CelMDSettlement.com. You may also submit your claim via the website. The claim form describes what you must provide to submit your claim and receive a cash payment and generally requires information, provided by you under penalty of perjury, regarding when and where your purchases took place, the quantity of Covered Products purchased, and the approximate dates of purchase. Please read the instructions carefully, fill out the claim form, and either submit it online at www.CelMDSettlement.com or mail it postmarked no later than, February 1, 2021 to:

Cel MD Settlement Claims Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The Settlement Administrator may seek additional information to validate the claim form and/or disqualify an invalid claim. If you provide incomplete or inaccurate information, your claim may be denied.

10. When will I get my check?

Checks will be mailed to Class Members who send in valid claim forms on time, after the Court grants “final approval” of the settlement, and after the time for appeals has ended and any appeals have been resolved. If the judge approves the settlement after a hearing (see the section “The Court’s Fairness Hearing” below), there may be appeals. Resolving these appeals can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to exclude yourself from the settlement. This is sometimes called “opting out” of the Class.

11. If I exclude myself, can I get anything from the settlement?

If you ask to be excluded, you will not get a cash payment, and you cannot object to the settlement. But you may be part of a future lawsuit against Defendant arising out of the same claims. You will not be bound by anything that happens in this lawsuit.

12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for any claims that you may have related to the subject matter of this litigation. You must exclude yourself from the Settlement Class to start or continue your own lawsuit regarding any such claims.

13. How do I get out of the settlement?

To opt out from the settlement, you must send a letter by mail saying that you want to be excluded from *Hightree v. Amplify, Ltd., Superior Court of California for the County of Santa Barbara, Case No. 20CV01532*. Be sure to include your name, address, telephone number, the product purchased and the approximate date of purchase, and your signature. You can’t ask to be excluded at the website or on the phone. You must mail your opt-out request postmarked no later than February 1, 2021:

Cel MD Settlement Claims Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Requests to opt out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request to opt out on or before the deadline above will be bound by all terms of the settlement and any Final Judgment entered in this Litigation, if the Settlement is approved by the Court.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court I don't like the proposed settlement?

To object to the settlement, you or your attorney must file a written objection to the Court in the Litigation stating the basis for your objections. Your objection must contain the following information: (i) your name, address, and telephone number, (ii) the name, address, and telephone number of any attorney you have hired with respect to the objection; (iii) the factual basis and legal grounds for your objection, including any documents sufficient to establish your purchase of the Covered Products at issue in this case e.g., receipt, or verification under oath as to the approximate date(s) and location(s) of the purchase(s) of the Covered Products; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which you or your attorney has objected to a proposed class action settlement, the general nature of such prior objection(s), and the outcome of said prior objection(s). You must also send a copy of your objection to the Court at the following address: Superior Court of California County of Santa Barbara; Anacapa Division; 110 Anacapa Street, Santa Barbara, California 93101.

You or your lawyer may, but are not required to, appear at the Final Approval Hearing. If you or your lawyer wish to appear at the Final Approval Hearing, you must file with the Court a Notice of Intention to Appear along with your written objection. You must file your written objections by certified mail or in person, along with any other supporting materials to: Superior Court of California County of Santa Barbara; Anacapa Division; 110 Anacapa Street, Santa Barbara, California 93101. Your written objection must be marked with the Case name and Case Number (*Hightree v. Amplify, Ltd., Superior Court of California for the County of Santa Barbara, Case No. 20CV01532*). In addition, you must also send copies of all documents you file with the Court to the settlement administrator at Cel MD Settlement Claims Administrator, c/o CPT Group, Inc.; 50 Corporate Park, Irvine CA 92606, and also to Class Counsel and counsel for Amplify, as follows:

Shireen M. Clarkson
Ryan J. Clarkson
Bahar Sodaify
Zach Chrzan, Esq.
Clarkson Law Firm, P.C.
9255 Sunset Boulevard, Suite 804
Los Angeles, CA 90069

Michael Murad Khan
Khan Johnson LLC
20 F Street NW, 7th Floor
Washington, DC 20001

George Langendorf
Arnold & Porter Kaye Scholer LLP
Three Embarcadero Center, 10th Floor
San Francisco, CA 94111

OBJECTION AND OPT-OUT DIFFERENCES

15. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. If you stay in the Class and the Court approves the settlement, you will be entitled to submit a claim for benefits available under the settlement, and you will be legally bound by all orders and judgments of

the Court, and you won't be able to sue, or continue to sue, Amplify as part of any other lawsuit involving the same claims that are in this lawsuit. Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you cannot also object because the settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has designated Clarkson Law Firm, P.C., 9255 Sunset Boulevard, Suite 804, Los Angeles, CA 90069 to represent you as "Class Counsel." If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the costs of the lawsuit and settlement be paid?

The Settlement Administrator's costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund and shall not exceed \$100,000. Class Counsel's reasonable attorneys' fees, costs, and litigation expenses related to obtaining the settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The Class Representative will also request that the Court approve a payment to her of up to \$5,000 from the Settlement Fund, as an incentive award for her participation as the Class Representative, for taking on the risk of litigation, and for settlement of her individual claims as a Class Member in the settled Action. The amounts are subject to Court approval and the Court may award less.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you are not required to do so.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on March 2, 2021, at the Superior Court of California County of Santa Barbara. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.CelMDSettlement.com. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide the amount of the incentive award to be paid to the Class Representative and the amount of attorneys' fees, costs and litigation expenses that will be paid to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a written notice to the Court entitled "Notice of Intent to Appear" in the *Hightree v. Amplify, Ltd.* litigation. Be sure to include your name, address, telephone number, and your signature as well as the name, address and telephone number of any lawyer representing you (if applicable). Your Notice of Intent to Appear must be postmarked no later than February 1, 2021, and be sent to the addresses listed above. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about any claims you may have related to the subject matter of this Litigation, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a claim form and review additional case information at www.CelMDSettlement.com. You may also call toll-free 1-(888) 470-1116.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

DATED: November 6, 2020

**BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA FOR THE COUNTY OF SANTA BARBARA**

QUESTIONS? CALL 1-(888) 470-1116 OR VISIT WWW.CELMDSETTLEMENT.COM
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