

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

OLENA HALIM, individually and on behalf of  
all those similarly situated,

Plaintiff,

v.

CHARLOTTE TILBURY BEAUTY INC.,

Defendant.

Case No. 2022CH11832

Judge: Hon. Sophia H. Hall

**FINAL ORDER AND JUDGMENT**

This matter having come before the Court on February 26, 2025 for Plaintiff Olena Halim's ("Plaintiff") Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff and Defendant Charlotte Tilbury Beauty Inc. ("Charlotte Tilbury Beauty" or "Defendant," and together with Plaintiff, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and due and adequate notice having been given to the Settlement Class Members, and the Court being fully advised in the premises of the Motion,

**IT IS HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. Capitalized terms used in this Final Order and Judgement that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this litigation and personal jurisdiction over all parties to this litigation, including Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement on September 20, 2024. The Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a final approval hearing on February 26, 2025, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support and opposition of the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of extensive arm's length negotiations presided over by a neutral mediator further supports this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purpose only, the following Settlement Class:

*"All persons who, while in Illinois, used Charlotte Tilbury Beauty's beauty tech tools or any other virtual try on tools on the Charlotte Tilbury Beauty Website and/or the App, regardless as to the manner in which such tools are accessed, including but not limited to "Charlotte's Virtual Try On," "Pro Skin Analysis," "Foundation Shade Finder," "Complexion Edit," "Highlight Shade Finder," "How To Apply," "Blush Finder," and "Skin Reader," at any time between December 1, 2019 and August 31, 2023"*

8. For settlement purposes only, the Court confirms the appointment of Olena Halim as Class Representative of the Settlement Class.

9. For settlement purposes only, the Court confirms the appointment of the following Class Counsel, and finds that they are experienced in class litigation and have adequately represented the Settlement Class:

Grace E. Parasmol (gparasmol@parasmoliebermanlaw.com)  
Yitzchak H. Lieberman (ylieberman@parasmoliebermanlaw.com)  
**Parasmol Lieberman Law**  
7119 Sunset Blvd., #808  
Los Angeles, California 90046

-and-

Allen Schwartz (allen@allenschwartzlaw.com)  
**Schwartz Law PLLC**  
150 Broadway, Suite 701  
New York, New York 10038

10. With respect to the Settlement Class, this Court finds, for settlement purposes only that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this litigation.

11. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable

under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

12. The Court orders that the Parties to the Settlement Agreement perform their obligations thereunder. The terms of the Settlement Agreement are deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

13. The Court dismisses this action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Released Parties.

14. The Court adjudges that Plaintiff and all Settlement Class Members who did not validly and timely request exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement Agreement.

15. The Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

16. The Court further adjudges that, upon entry of this Final Order and Judgment, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file

the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res Judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

18. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$991,736.09. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment, fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

19. The Court approves the Incentive Award in the amount of \$10,000.00 for the Class Representative Olena Halim and specifically finds such amount to be reasonable in light of the

services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

20. The Parties have agreed to distribute any *cy pres* funds to Chicago Volunteer Legal Services. Such funds, if any, shall be comprised of the value of uncashed settlement checks and paid in accordance with the Settlement Agreement.

21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement, shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.

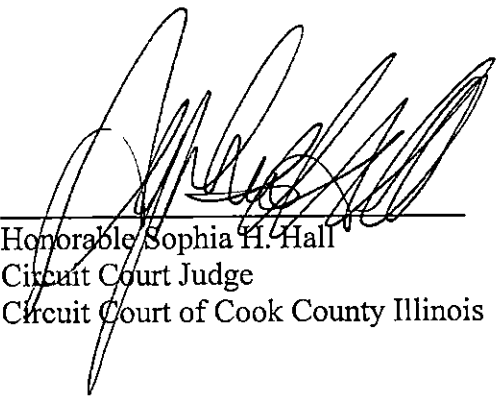
22. No objections were filed in this matter, and any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

23. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

**IT IS SO ORDERED.**

**ENTERED:**

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Honorable Sophia H. Hall  
Circuit Court Judge  
Circuit Court of Cook County Illinois

**Judge Sophia H. Hall**

**FEB 27 2025**

**Circuit Court - 0183**