

**IN THE CIRCUIT COURT OF ST. CLAIR COUNTY
STATE OF ILLINOIS**

HENRY LEE, on behalf of himself and)
all others similarly situated,)

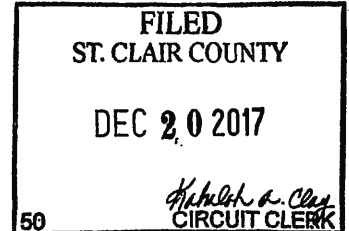
Plaintiff,)

-v-)

BUTH-NA-BODHAIGE, INC.,)
d/b/a THE BODY SHOP, and)
DOES 1-10,)

Defendants.)

No. 2017-L-000604



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**ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT AGREEMENT
AND ISSUANCE OF FINAL JUDGMENT AND ORDER OF DISMISSAL**

The Court, having considered the Motion of Plaintiff, Henry Lee (“Lee”), for Final Approval (the “Motion”) of the Agreement of Settlement (“Settlement”) with Defendant, Buth-Na-Bodhaige, Inc. d/b/a The Body Shop (“The Body Shop” or “Settling Defendant”), any objections thereto, having held a fairness hearing on December 5, 2017, and having reviewed and considered all of the submissions and arguments finds:

1. This Court has jurisdiction over the subject matter of this lawsuit, the class representative, the class members and the Defendant.

2. On November 7, 2017, the Court ordered, for purposes of settlement only, the conditional certification of a class for settlement purposes, defined as: All persons who used a debit or credit card at any of Settling Defendant’s retail locations in the United States where an electronically printed receipt was received at the point of sale (“POS”) or in a transaction that displayed more than the last five digits of that person’s debit or credit card number during the period beginning February 12, 2011 to the date the class is certified for settlement purposes (“Settlement Class”). Notwithstanding the foregoing, all persons who are or have been enrolled

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in Settling Defendant's "Love Your Body™ Loyalty Program" for whom Settling Defendant has an e-mail or physical address and who made a debit or credit card transaction at any of Settling Defendant's retail locations in the United States between April 23, 2014 and January 9, 2016, shall be included in the Settlement Class.

3. Notice was provided to the Settlement Class Members as set forth and agreed upon in the Settlement Agreement.

4. Excluded from the Settlement Class are individuals who submitted timely, valid and proper Opt-Out Notices or Opt-Out Forms as set forth in the Settlement Agreement.

5. Notice to the Settlement Class has been given and previously approved in accordance with the Court's Preliminary Approval Order, and such notice was given in an adequate and sufficient manner constituting the best notice practicable under the circumstances; and satisfying all requirements of 735 ILCS 5/2-803 and due process.

6. The Settlement was arrived at as a result of arms-length negotiations and mediation, conducted in good faith by counsel for the parties, and is supported by the Class Representative.

7. The Court gave due consideration to, among other things, the uncertainty of whether a class would be certified for any purpose other than a settlement; the strength of the case for Plaintiff and the Settlement Class on the merits, balanced against the money or other relief offered in settlement; the defendant's ability to pay; the complexity, length, and expense of further litigation; the amount of opposition to the settlement; the presence of collusion in reaching a settlement; the reaction of members of the class to the settlement; the opinion of competent counsel; and the stage of proceedings and the amount of discovery completed.

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8. The Court finds that the settlement terms, as set forth in the Settlement Agreement, are fair, reasonable, and adequate in light of its consideration of the foregoing factors.

9. The payment of a \$12.00 gift card to each class member who did not opt out from the Settlement, as provided under the Settlement Agreement, constitutes fair value given in exchange for the release of the Released Claims against the Released Parties, as those terms are defined below and in the Settlement Agreement executed by the parties. The Court finds that the consideration to be paid to Class Members, namely, the \$12.00 gift card, is reasonable, fair and adequate considering the facts and circumstances of the transactions at issue, the type of claims and affirmative defenses asserted in the Action and other FACTA litigation over several years, and the potential risks and uncertainty which would be assumed by parties were they to alternatively decide to pursue this litigation to a trial on the merits.

10. The individuals listed on Exhibit 1 hereto are found to have validly opted out from the Settlement in accordance with the provisions of the Preliminary Approval Order.

11. In the interest of judicial economy, the Parties and Settlement Class Members have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, or proceeding relating in any way to any dispute arising out of, or relating in any way to, the Settlement Agreement, or this Final Judgment and Order of Dismissal.

12. The Court finds that the requirements of 735 ILCS 5/2-801 are satisfied for purposes of this settlement only and for no other purpose and with no other effect on the Action should the proposed Settlement not ultimately be approved, because (1) The class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual

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members; (3) The representative parties will fairly and adequately protect the interest of the class; and (4) The class action is an appropriate method for the fair and efficient adjudication of the controversy.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Settlement submitted by the Parties is finally approved as fair, reasonable and adequate, and is deemed to be in the best interests of the Settlement Class. The Parties and each person within the definition of the Settlement Class are hereby bound by the terms and conditions of the Settlement, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms.

2. The Action is hereby dismissed, with prejudice and without costs.

3. Defendant is hereby ordered to comply with the Fair and Accurate Credit Transactions Act ("FACTA"), 15 U.S.C. § 1681c(g), at all of The Body Shop's currently owned or operated U.S. retail locations.

4. For purposes of this Final Judgment and Order of Dismissal:

a) Mutual Release and Waivers.

Released Parties' Release. The Released Parties (as defined below) and all signatories to the Settlement shall as of the Effective Date, be deemed to have fully, finally, and forever released, relinquished and discharged Lee, Settlement Class Members, Class Counsel, and The Body Shop and their counsel in this Action from any claims (including unknown claims) for abuse of process, libel or malicious prosecution arising out of, or relating to, or in connection with the institution, prosecution, defense, assertion, or resolution of the Action, including any

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right under any statute or federal law to seek counsel fees and costs, except as otherwise provided for in the Settlement.

Release of the Released Parties. For good and sufficient consideration, the receipt of which is hereby acknowledged, upon the Effective Date, Lee and each Settlement Class Member shall be deemed to have fully, finally, and forever released, relinquished and discharged all Released Claims (as defined below) against the Released Parties (as defined below).

“Released Parties” means Buth-Na-Bodhaige, Inc. d/b/a The Body Shop and (a) its past, present and future parent companies, subsidiaries, divisions, affiliates, franchisees, predecessors, successors and assigns; (b) its present and former general partners, limited partners, principals, members, directors, and their attorneys, officers, employees, stockholders, owners, agents, subrogees, independent contractors, the representatives, heirs, executors, personal representatives, administrators, trustees, transferees, and assigns of any of them; and (c) all Insurers, Reinsurers, persons or entities acting on behalf of or at the direction of any of the foregoing.

5. The Released Claims, defined as any and all claims, rights, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, liens, contracts, liabilities, damages, agreements, costs, and expenses of whatever kind, nature or description, irrespective of legal theory, whether based on federal, state, local, statutory, or common law, or any other law, rule or regulation, including both known and unknown claims, accrued and un-accrued claims, foreseen and unforeseen claims, direct or indirect claims, and mature and un-mature claims, for monetary and non-monetary relief (including without limitation attorneys’ fees, costs or disbursements incurred by the Plaintiff and/or Settlement Class Members or their counsel in connection with or related to the Action), that concern the disclosure of credit or debit card information of the

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Plaintiff and/or Settlement Class Members and were or could have been asserted by the Plaintiff and/or Settlement Class Members against the Released Parties in this Action, including claims arising out of, or in connection with, or in any way related to the claims Plaintiff Lee made under FACTA and all claims for identity theft under any applicable federal, state or local statute, common law or regulation, are hereby finally compromised, settled, released, discharged and dismissed with prejudice against the Released Parties by virtue of the proceedings herein and this Final Judgment and Order of Dismissal.

6. The Action is dismissed with prejudice and without costs (except as provided within the Settlement Agreement between the parties).

7. Class Members and their successors and assigns are hereby permanently barred and enjoined from instituting, commencing, prosecuting or continuing to prosecute, either directly or indirectly, any Released Claim against any of the Released Parties in any forum.

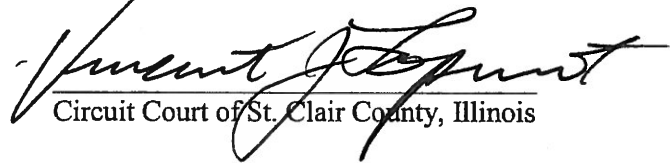
8. The Court awards \$500,000.00 as attorneys' fees, costs and expenses to Class Counsel and an incentive fee award in the amount of \$4,000.00 to Henry Lee, all payments to be made by the Defendant within thirty (30) business days after the Effective Date or the Court's approval of such fees, whichever is later, as defined in the Settlement.

9. Without affecting the finality of this Judgment, the Court retains jurisdiction of this Settlement, including the administration and consummation of the Settlement. In addition, without affecting the finality of this Judgment, the Court retains exclusive jurisdiction of, and the Defendant and each member of the Settlement Class are hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for, any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement or the applicability of the Settlement. Without limiting the generality of the foregoing, any dispute concerning the Settlement,

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including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all persons within the definition of the Settlement Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

BY THE COURT:


Circuit Court of St. Clair County, Illinois

Dated: 12/20/2017

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