

## **If You Purchased RevitaLash Lash or Brow Serums, You May Be Eligible for a Cash Refund and/or a Product Voucher From a Class Action Settlement**

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

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers of RevitaLash® lash and brow serum products sued the manufacturer, Athena Cosmetics, Inc. (“Athena”), alleging violations of laws relating to the marketing and sale of the products. The Plaintiffs alleged that Athena’s labeling and marketing of RevitaLash® Advanced Eyelash Conditioner, RevitaLash® Advanced Sensitive Eyelash Conditioner, RevitaLash® Advanced Pro Eyelash Conditioner, and RevitaBrow® Advanced Eyebrow Conditioner (the “Products”) failed to disclose material information about the Products and the potential risks and side effects of an ingredient in the Products. Athena denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not decided whether Athena did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.
- You are eligible to participate in the Proposed Settlement if you purchased any formulation of the Products in the United States from January 1, 2017, through December 29, 2025:

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

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>WHAT IS THIS?</b>	A Settlement has been reached in a class action lawsuit. The lawsuit involves Athena. The Plaintiffs alleged that Athena’s labeling and marketing of the Products failed to disclose material information about the Products and the potential risks and side effects of an ingredient in the Products. Athena denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not decided whether Athena did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.

## YOUR LEGAL RIGHTS AND OPTIONS

<p><b>SUBMIT A CLAIM FORM POSTMARKED BY APRIL 20, 2026</b></p>	<p><b>This is the only way to receive a monetary payment or voucher from the Proposed Settlement.</b> By remaining in the Proposed Settlement, whether or not you submit a claim, you will give up any rights to sue Athena separately about the legal claims in this lawsuit. Claim Forms are available at <a href="http://www.EyeSerumSettlement.com">www.EyeSerumSettlement.com</a>. For more detail about the claim process, please see questions 5, 6 and 7 below.</p>
<p><b>EXCLUDE YOURSELF FROM THE CLASS BY APRIL 20, 2026</b></p>	<p>If you opt out of the Proposed Settlement, you will not be eligible to receive the monetary payment or voucher, but you will keep your right to sue Athena about the same legal claims in this lawsuit. Requests for exclusion must be postmarked by APRIL 20, 2026, and mailed to Eye Serum Settlement Administrator at PO Box 231; Valparaiso, IN 46384. For more details about excluding yourself from the Class, please see questions 9 and 11 below.</p>
<p><b>OBJECT OR COMMENT BY APRIL 20, 2026</b></p>	<p>You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Settlement. Objections and comments must be filed with the Court and served on the Parties by APRIL 20, 2026. For more details about objecting or commenting, please see questions 10 and 11 below.</p>
<p><b>APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON MAY 21, 2026</b></p>	<p>You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by April 20, 2026. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more details about appearing in this lawsuit or attending the final hearing, please see questions 10, 14, 15 and 16 below.</p>
<p><b>DO NOTHING</b></p>	<p>By doing nothing, you will not receive a monetary payment. You will also give up any rights to sue Athena separately about the legal claims in this lawsuit.</p>

- Your rights and options – **and the deadlines to exercise them** – are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit (*i.e.*, the monetary payments and vouchers described herein) will be made available if the Court approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please read on and/or visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com)

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Questions? Visit [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com)  
or Contact the Settlement Administrator Toll Free at 1-888-502-6383

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## BASIC INFORMATION

### 1. Why did I get this notice?

If you purchased any variety of the Products, as described on page 1 of this Notice, you have a right to know about the proposed Settlement of a class action lawsuit and your options. If you have received word of this Notice in the mail or by e-mail, you have been identified from available records as a possible purchaser of the Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website. If the Court approves it, and if objections and all appeals are resolved in favor of settlement approval, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement on the settlement website.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Hernán D. Vera of the United States District Court for the Central District of California is overseeing the lawsuit, which is known as *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR. The persons who sued are called the Plaintiffs, and the company they sued, Athena, is called the Defendant. The Proposed Settlement resolves the pending actions styled *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR and *Corrine Markoff v. Athena Cosmetics, Inc.*, Northern District of Illinois, Case No. 1:2023-cv-16401 (together, the “Actions”).

### 2. What is this lawsuit about?

In this lawsuit, the Plaintiffs claim that Athena’s labeling and marketing of the Products failed to disclose material information about the Products and the potential risks and side effects associated with an ingredient in the Products. Athena denies Plaintiffs’ claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not determined which side is right. Rather, the Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The company they sued (in this case, Athena) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

### 4. Am I part of this Class?

You are part of the class if you purchased any variety of the Products in the United States from January 1, 2017, until December 29, 2025.

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement provide?

Athena has agreed to provide \$4,170,000.00 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$3,036,000.00 and a non-reversionary voucher fund in the amount of \$1,134,000.00.

If the Settlement is approved and becomes final, it will provide the following benefits to Class Members. If you submit a timely and valid Claim Form, you will receive a Cash Benefit or Voucher, depending on which benefit you select.

**Cash Benefit.** Settlement Class Members who submit a valid and timely Claim Form will be entitled to a cash payment (the “Cash Benefit”). Settlement Class Members who submit a valid and timely Claim Form and either (a) appear in Athena’s records or (b) provide proof of purchase shall be eligible for a payment for each Product claimed. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to one cash payment per household.

The actual amount of these cash benefits, however, is currently unknown because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. The exact amount of Settlement Class Members’ Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys’ fees (i.e., the amount of compensation for legal services provided by the Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), settlement administration costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Payments to the Class Representatives (i.e., funds that may be awarded to the Class Representatives to compensate them for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims

**Voucher.** Settlement Class Members may elect to receive a Voucher in the form of a non-expiring voucher code exchangeable for a \$110 credit towards the purchase of any product sold by Athena through its e-commerce website <https://www.revitalash.com/>. Settlement Class Members who are unable to provide a valid proof of purchase shall be limited to one voucher per household. Settlement Class Members who submit a Claim with Proof of Purchase may elect to receive both a single Cash Benefit and a single Voucher.

Vouchers are redeemable towards the purchase of any products sold by Athena through its e-commerce website <https://www.revitalash.com/>. To apply a Voucher credit on Athena’s e-commerce website, Settlement Class Members will need to enter the Voucher’s unique code at the time of purchase. Vouchers may be applied in addition to other discount codes, promotions, or gift cards. Vouchers are transferrable and are not required to be used in a single transaction.

If the total value of Vouchers elected by Authorized Claimants exceeds the amount of the \$1,134,000.00, the Administrator shall require Proof of Purchase for all Vouchers. If thereafter the total value of Vouchers elected by Authorized Claimants still exceeds the amount of the \$1,134,000.00, the Net Cash Settlement Fund will be used for Vouchers on a dollar-to-dollar

basis after payments set forth in Section 5 are made, provided that this will not reduce the Cash Benefit elected by any Authorized Claimant below \$20.00.

***Injunctive Relief.*** No later than 120 days after the Settlement Date, the label changes reflected in Exhibit 7 to the Settlement Agreement will be included on the Products currently in production, and changes to Athena’s website contemplated by Exhibit 7 will be implemented. Packaging for any of the Products that was printed and/or produced prior to 120 days after the Settlement Date will not be changed and may be used to package Products for sale and distribution. The Parties agree that Athena may sell through any inventory of Products with the existing labels. These changes shall remain in effect for a period of at least two (2) years from the Settlement Date. However, Defendant shall have the right to make label changes and corresponding copy on its website during that two (2) year period if required by law or regulation or to otherwise enhance product application or safe use.

The Parties have further agreed that Athena will pay the costs to administer this Proposed Settlement, reasonable attorneys’ fees, costs and expenses, and a payment to the named Plaintiffs (see question 15 below). A detailed description of the settlement benefits can also be found in the Settlement Agreement.

## **6. When will I get my monetary payment?**

The hearing to consider the fairness of the Settlement is scheduled for May 21, 2026. If the Court approves the Settlement, then eligible Class Members whose claims were approved by the Claims Administrator will receive their payment within 21 days after the Settlement has been finally approved and/or after any appeals process is complete. Class members may choose to receive payments electronically (e.g., PayPal, Venmo, Zelle, etc.) or paper check.

### **HOW TO GET THE SETTLEMENT BENEFITS**

## **7. How do I get my monetary payment or voucher?**

If you are a Class Member and want to receive a payment under the Settlement, you must complete and submit a Claim Form no later than April 20, 2026. Claims Forms can be found and submitted on-line, or they can be mailed and postmarked by April 20, 2026. You may have received a link to the Claim Form via e-mail, or in the mail as a postcard notice of the Settlement. To submit a Claim Form on-line or to request a paper copy, go to [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or call toll free, 1-888-502-6383.

### **YOUR RIGHTS AND OPTIONS**

## **8. What happens if I do nothing at all?**

If you do nothing, then you will remain in the Class and not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Athena with respect to the claims being resolved by the Settlement, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it

carefully. If you have any questions, you can contact the lawyers listed in question 10 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

## 9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting out” – you won’t get any money or benefits from the Settlement. However, you may then be able to separately sue or continue to sue Athena for the legal claims that are the subject of the lawsuit. If you bring your own lawsuit against Athena after you exclude yourself, you will have to hire your own lawyer for that lawsuit, and you will have to prove your claims.

To exclude yourself from the Settlement, you must mail a written request for exclusion to the Claims Administrator, stating that you “want to be excluded from the Settlement in *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR.” Your written request for exclusion must also include your name, current address, and telephone number. And the request must be signed and dated by you. Your request for exclusion must be mailed and postmarked on or before April 20, 2026 to:

Eye Serum Settlement Administrator  
PO Box 231  
Valparaiso, IN 46384

## 10. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must submit a written objection by U.S. Mail to the Settlement Administrator entitled “Objection to Class Settlement in *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR” that identifies all the reasons for your objections and any legal and factual support for those reasons. Your written objection must also include your name, address, telephone number, and email address if available, and it must state information showing that you are a Class Member (i.e. Proof of Purchase or a verification under penalty of perjury as to the date and location of your purchase(s)). It must also state if you are represented by legal counsel, and if so, provide contact information for your lawyer, including his or her email address if available. The objection must be signed by you or your authorized representative.

If you intend to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in questions 14, 15 and 16), you must also state your intention to appear in your written objection.

You must file your written objection with the Court and mail a copy to the following persons and places, postmarked no later than April 20, 2026.

Court	Class	Athena's Counsel
<p>The Honorable Hernán D. Vera  United States District Court  for the Central District of California  350 W. 1st Street  Los Angeles, CA 90012</p>	<p><b>Counsel</b>  Ruben Honik  David J. Stanoch  Honik LLC  1515 Market St., Suite 1100  Philadelphia, PA 19102  ruben@honiklaw.com  david@honiklaw.com</p> <p>Peter J. Farnese  Farnese P.C.  700 S. Flower St., Suite 1000  Los Angeles, CA 90017  pjf@farneselaw.com</p>	<p>Sascha Henry  Sheppard Mullin  350 S. Grand Ave., 40th Floor  Los Angeles, CA 90071  SHenry@sheppardmullin.com</p>

**11. What is the difference between objecting and excluding myself from the Settlement?**

Objecting means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement means that you do not want to be part of the Class. If you exclude yourself, then you have no basis to object to the Settlement because the case no longer affects you.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in this case?**

The Court appointed the law firms of Honik LLC and Farnese P.C. to represent the Plaintiffs and all Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

**13. How will the lawyers be paid?**

A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, in an amount subject to approval by the Court. The Parties have no agreement on the amount of Class Counsel's fees, costs, and expenses. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

## THE CLASS REPRESENTATIVES REPRESENTING YOU

### 14. Who are the class representatives?

The Class Representatives that have been appointed by the Court to represent the Class are Plaintiffs Rebecca Rush and Corrine Markoff.

### 15. Will the class representatives be paid?

As part of this Settlement and subject to approval by the Court, the Class Representatives will apply for an award not to exceed \$10,000 to compensate them for their services as the representatives of the Settlement Class. Any service amount awarded by the Court to the Class Representatives will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

## THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

### 16. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on May 21, 2026, at 10:00 a.m., in Courtroom 5B at the United States Courthouse, First Street U.S. Courthouse, 350 W. 1st Street, 5th Floor; Los Angeles, CA 90012. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees, costs and expenses. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com) or call 1-888-502-6383 from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

### 17. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

### 18. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so,

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or Contact the Settlement Administrator Toll Free at 1-888-502-6383

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you must include in your written objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing in *Rebecca Rush v. Athena Cosmetics, Inc.*, Central District of California, Case No. 2:2024-cv-08542-HDV-AJR. Your written objection and notice of intent to appear must be postmarked no later than April 20, 2026, and sent to the addresses listed in question 10.

## GETTING MORE INFORMATION

### 19. Are more details available?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, which can be found at [www.EyeSerumSettlement.com](http://www.EyeSerumSettlement.com). You may also write with questions to Eye Serum Settlement Administrator at PO Box 231; Valparaiso, IN 46384. You can also call the Claims Administrator at 1-888-502-6383 or Class Counsel at (267) 435-1300 or (855) 935-5322 (Toll Free), if you have questions.