

FULL NOTICE OF PROPOSED CLASS SETTLEMENT

TO: All persons who purchased merchandise with a credit card at The Art of Shaving retail shops and barber spas in California from December 31, 2007 through October 8, 2009 and who were asked to provide their address and/or telephone number for recording onto a form with spaces specifically designed for such information during the credit card transaction.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY AS IT WILL AFFECT YOUR RIGHTS.

There is now pending in the Los Angeles County Superior Court a lawsuit entitled *Dunney v. The Art of Shaving, et al.*, Case Number BC404702 (the “Consumer Action”).

WHAT THE CONSUMER ACTION IS ABOUT

Plaintiff in the Consumer Action filed a class action lawsuit against The Art of Shaving-CA, LLC. (“TAOS”) on behalf of the Class of people described above. The lawsuit alleges that TAOS retail stores in California requested and recorded personal identification information (telephone numbers and addresses) from its customers who paid for merchandise using a credit card, and that this practice violated California law. TAOS denies any wrongdoing and any liability whatsoever. The Parties have concluded that it is in their best interests to settle the Consumer Action on the terms generally set forth herein in order to avoid expense, inconvenience, and interference with ongoing business operations. Judge Mark V. Mooney of the Los Angeles Superior Court has determined that the Consumer Action should proceed as a class action, for purposes of settlement only, with Plaintiff as the representative of the Class, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below. This Notice explains the nature of the lawsuit and the general terms of the settlement, and informs you of your legal rights and obligations.

THE PROPOSED SETTLEMENT

TAOS has agreed to conform its credit card processing procedures to comply with California law regarding requesting personal identification information from a customer who pays for merchandise with a credit card. TAOS also has agreed to compensate Class Members with a Gift Card Certificate with a \$10.00 cash value for any merchandise purchase at any TAOS retail store in California. Class Members, at their option, may either use the Gift Card Certificate in full or exchange the Gift Card Certificate for a \$10.00 Gift Card for future purchases (no minimum purchase required). Both the Gift Card Certificate and any redeemed Gift Cards are valid for in store, full price purchases only (not valid for internet or telephone purchases or for the purchase of sale or otherwise discounted items). The Card Certificate and any redeemed Gift Cards are transferable, but neither may not be redeemed for cash, used to purchase additional gift cards, combined with other promotions or offers, or used as payment for any credit card account. The Gift Card Certificate will become effective as of the date of “Final Judicial Approval of the Settlement” as provided in the Settlement Agreement. **NO CLAIM FORM IS REQUIRED.** Subject to Court approval, Class Representative and named plaintiff Steve Dunney (“Class Representative”) will be paid an enhancement of up to \$3,000 for his services as Class

Representative and his efforts in bringing the Consumer Action, and the attorneys for the Class (“Class Counsel”) will be paid up to \$70,000 for their attorneys’ fees and reimbursement of costs. The parties believe the amounts for attorneys’ fees, costs and enhancement requested are reasonable and warranted. However, the final decision regarding the amount of attorneys’ fees, costs, and enhancements that will be paid to Class Counsel and the Class Representative are subject to the discretion of the Court and the Court’s approval. Payment of attorneys’ fees, costs, or enhancement will not affect the benefits provided to the Class.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

If the Court approves the proposed settlement, it will enter a dismissal of the Consumer Action on the merits and with prejudice as to all Class Members. All Class Members who do not validly and timely request to be excluded from the proposed settlement shall be forever barred from prosecuting their own lawsuits and shall be deemed to have released TAOS and all other persons from all claims, causes of action or losses of any kind whatsoever which any Class Member has or may claim to have against such persons which are based upon, arising out of, or in any way relating to any of the acts, omissions or other conduct that have or could have been alleged or otherwise referred to in the Consumer Action, whether those claims are known or unknown. California Civil Code § 1542 provides: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”** All Class Members will be deemed to have waived this protection.

FINAL FAIRNESS HEARING

On January 19, 2010 at 8:30 a.m., a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before Judge Mark V. Mooney in Department 68 of the Los Angeles County Superior Court, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Class and the settlement. If you wish to be excluded, you must mail a Request for Exclusion with a postmark no later than **December 22, 2009** to Class Counsel and the Claims Administrator at the following addresses:

CLASS COUNSEL

Steven A. Blum, Esq.
Blum|Collins, LLP
707 Wilshire Blvd. Suite 4880
Los Angeles, CA 90017

TAOS CLAIMS ADMINISTRATOR

c/o Desmond, Marcello & Amster
P.O. Box 451999
Los Angeles, CA 90045

The Request For Exclusion must state your name, address, telephone number, and the following declaration: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN DUNNEY V. THE ART OF SHAVING, ET AL., LOS ANGELES SUPERIOR COURT, CASE NO. BC404702. I UNDERSTAND THAT, BY REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT CLASS I WILL NOT RECEIVE ANY BENEFITS FROM THE SETTLEMENT."

If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Consumer Action, and you will not be precluded from otherwise prosecuting any individual claim, if timely, against TAOS based on the conduct complained of in the Consumer Action.

HOW TO OBJECT TO THE SETTLEMENT

If you wish to object to the settlement, you must file a written objection and/or a Notice of Intention to Appear with the Court, located at 111 N. Hill Street, Los Angeles, CA 90012, and serve such objection and/or notice upon Class Counsel and TAOS Counsel at the addresses set forth below. Any written objections and/or Notice of Intention to Appear must state, in clear and concise terms, the legal and factual arguments supporting the objection. If your objection is rejected, you will be bound by the final judgment just as if you had not objected.

CLASS COUNSEL

Steven A. Blum, Esq.
Blum|Collins, LLP
707 Wilshire Blvd. Suite 4880
Los Angeles, CA 90017

TAOS COUNSEL

Mark A. Ozzello, Esq.
Arias, Ozzello & Gignac, LLP
6701 Center Drive West, Suite 1400
Los Angeles, CA 90045

To be considered, the notice and objection papers must be received by the Court and delivered or postmarked to Class Counsel and TAOS Counsel no later than **December 22, 2009**. Class members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be entitled to be heard at the settlement approval hearing. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys' fees and costs.

HOW TO REMOVE PERSONAL INFORMATION FROM TAOS' DATABASE

TAOS uses its customer's personal identification information to provide the best possible customer service and to send special offers, discounts, coupons and other promotional materials to existing customers. The purpose of this database is to, among other things, promote customer loyalty and identify consumer preferences regarding products.

If you wish to have your personal identification information removed from the customer database maintained by TAOS, you must mail your request, stating that you wish to be removed from TAOS' customer database, to Class Counsel and Counsel for TAOS at the following addresses:

CLASS COUNSEL

Steven A. Blum, Esq.
Blum|Collins, LLP
707 Wilshire Blvd. Suite 4880
Los Angeles, CA 90017

TAOS COUNSEL

Mark A. Ozzello, Esq.
Arias, Ozzello & Gignac, LLP
6701 Center Drive West, Suite 1400
Los Angeles, CA 90045

By removing yourself from the customer database maintained by TAOS, you understand that you will no longer receive special offers, discounts, coupons, and other promotional materials available to customers in this database. Removing yourself from TAOS' customer database does not affect your right to use the Gift Card Certificate.

ADDITIONAL INFORMATION

This description of the Consumer Action is general and does not cover all of the issues and proceedings thus far. In order to see the complete file including the individual terms of the settlement, you should visit the office of the Clerk of the Court for the Los Angeles County Superior Court, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California. The Clerk will make the file relating to this lawsuit available to you for inspection and copying at your own expense.

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT
REGARDING THE CONSUMER ACTION OR PROPOSED SETTLEMENT**

Dated: October 8, 2009

Judge Mark V. Mooney
Los Angeles Superior Court Judge