

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Plaintiff Mark Baker (“Plaintiff”) and Ulta Salon, Cosmetics & Fragrance, Inc. (“Ulta”) (individually, a “Party” and jointly, the “Parties”).

RECITALS

A. On or around November 1, 2024, Plaintiff sent an email to Ulta, alleging violations of the California Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, in connection with Plaintiff’s visits to the Ulta store located at 2135 Bronze Star Dr., Woodland, CA 95776 (the “Store”) in the Woodland Gateway Shopping Center, County Rd. 102, Woodland, CA 95776 (“Woodland Gateway”). Specifically, Plaintiff alleges that Ulta ordered and operated one of three LVT video surveillance systems in the Woodland Gateway parking lot, specifically the LVT system currently located outside of the Store in the northeast section of the Woodland Gateway parking lot (the “LVT System”), and that the strobe effect of the LVT system’s blue LED lights amounted to discrimination under the Unruh Act.

B. In his email, Plaintiff made reference to the lawsuit entitled *Mark Baker v. Coldwell Banker Real Estate, LLC, CBRE, Inc., and Petrovich Development Co., LLC*, presently pending in the Superior Court of California, Yolo County, Case No. CV2024-1150 (the “Action”).

C. In a November 8, 2024 email to Ulta, Plaintiff advised that the LED lights on the LVT System had been turned off, thus removing the alleged discriminatory barrier.

D. In his emails, Plaintiffs stated that he might add Ulta as a defendant in the Action by way of an amended complaint, but offered to resolve the allegations against Ulta and to refrain from adding a Ulta as a defendant in the Action in exchange for a payment of four thousand dollars (\$4,000.00).

E. On or about November 15, 2024, Plaintiff filed a Motion for Leave to Amend his complaint in the Action to, among other things name Ulta as a Defendant.

F. Ulta expressly and unequivocally denies any and all allegations of wrongdoing in Plaintiff’s emails, the Action, or in connection with the Store or Woodland Gateway, or that it is liable to Plaintiff in any way. Specifically, Ulta denies that it had any role in or control over the operation of the other two LVT systems at Woodland Gateway or that it has control over the operation of the Woodland Gateway parking lot.

Nonetheless, to finally and fully resolve the disputes and differences arising between them, to avoid the uncertainties and risks inherent in litigation, for good cause, and for the good and valuable consideration described herein, the Parties **HEREBY AGREE AS FOLLOWS:**

1. **Settlement Payment:** Within twenty-one (21) days of both Parties signing this Agreement, Ulta shall pay Plaintiff a total of Four Thousand Dollars (\$4,000.00) in full, final, and complete satisfaction of the Released Claims, as defined below (the “Settlement Payment”). The Settlement Payment shall be made payable to Mark Baker and delivered to 9450 SW Gemini Drive PMB 44671, Beaverton, OR 97008. To facilitate the Settlement Payment, Plaintiff shall provide Ulta with his tax identification number and/or W-9 (Ulta can provide a form W-9 on request). It is understood and agreed that Plaintiff is liable for all tax obligations, if any, with respect to the Settlement Payment.

2. **Further Performance:** Ulta agrees not to request that the LED lights on the LVT System be turned back on. Ulta makes no representations regarding the other two LVT systems, over which it has no control.

3. **Dismissal with Prejudice:** Ulta agrees to supply Plaintiff with a Request for Dismissal, California Judicial Council form CIV-110, dismissing Ulta from the Action with prejudice and Plaintiff agrees to submit the Request for Dismissal within ten (10) days of receipt. Ulta does not object to Plaintiff also filing a notice of settlement, informing the Court of the Parties’ settlement.

4. **Release:** Plaintiff, individually and on behalf of his past, present, and future spouses, heirs, representatives, beneficiaries, assigns, and predecessors and successors in interest (collectively, the “Releasing Parties”), hereby release and forever discharge Ulta and its past, present, and future affiliates, parent companies, subsidiaries, predecessors and successors in interest, shareholders, partners, managing partners, limited partners, members, managers, insurers, landlords, lessors, tenants, property managers, owners, officers, directors, attorneys, agents, and employees, and each of them (collectively, the “Released Parties”), from any and all claims, liens, demands, causes of action, obligations, damages, claims for injunctive relief, and liabilities arising from the operation of the LED lights on the LVT System or that were alleged in, could have been alleged in, or in any way arise from or relate to the Action, Plaintiff’s emails to Ulta, or Plaintiff’s visits to the Store under the Unruh Act, the Americans with Disabilities Act (ADA), or any other body of law (the “Released Claims”).

5. **Waiver of Civil Code Section 1542:** It is further understood and agreed by the Parties that as a condition of this Agreement, Releasing Parties hereby expressly waive and relinquish any and all claims, rights, or benefits that they may have under California Civil Code section 1542, or under any similar state or federal law, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In connection with such waiver and relinquishment, Releasing Parties hereby acknowledge that they or their counsel may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that the Releasing Parties expressly agree to fully, finally, and forever settle and release any and all Released Claims, as described above.

The Parties agree that this Agreement may be pled as a full and complete defense to any actions, suits or other proceedings that may be instituted, prosecuted, or attempted by or on behalf of any Releasing Party against any Released Party in connection with the Released Claims.

6. **No Admission of Liability**: The Parties acknowledge that Ulta and Released Parties deny any wrong-doing whatsoever in connection with the Released Claims, and that this Agreement is made solely for the purpose of compromising disputed claims to avoid the time and expense of litigation and appeals. Nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Ulta or any Released Party.

7. **Sole Agreement**: It is expressly understood and agreed that this Agreement contains all of the terms and conditions of the agreement between the Parties and there have been no other negotiations and agreements between the Parties, either written or oral, and that this Agreement supersedes all prior agreements written or oral.

8. **Attorneys' Fees**: Each Party shall bear its/his own attorneys' fees and costs in connection with the Action and this Agreement.

9.

DATED: November 22, 2024

Mark Baker

Mark Baker

DATED: , 2024

Kathleen Madigan

By: [Kathleen Madigan \(Nov 25, 2024 09:02 CST\)](#)

Its:

Ulta Salon, Cosmetics & Fragrance, Inc.







Baker-Ulta Settlement Agreement(775142821_2) 11.22.2024

Final Audit Report

2024-11-25

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