SECOND AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This Second Amended Class Action Settlement Agreement ("Agreement") is entered into by and amongst Plaintiffs Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano, on behalf of themselves individually and the Settlement Class Members ("Plaintiffs"), on the one hand, and Defendant Dr. Squatch, LLC ("Dr. Squatch" or "Defendant") on the other hand. Dr. Squatch and Plaintiffs are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used herein are defined in Section II of this Settlement or indicated in parentheses elsewhere in this Agreement. Subject to the Court's approval, the Parties hereby stipulate and agree that in consideration for the promises and covenants set forth in the Agreement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised and Plaintiffs and Settlement Class Members will release claims in favor of the Released Parties (as hereinafter defined) upon the terms and conditions contained herein.

I. RECITALS

1.1 WHEREAS, on February 10, 2025, Plaintiffs filed a class action complaint, purportedly on behalf of a nationwide class on behalf of all persons who purchased the Products during the Class Period, against Defendant in the Superior Court of California in and for the County of Los Angeles ("the Action"). The Action alleged that the "natural" statement on the Products' labeling is false and misleading.

1.2 WHEREAS, the Parties strongly disagree on the merits and viability of the claims at issue.

1.3 WHEREAS, Dr. Squatch at all times has denied, and continues to deny, all of the allegations made by Plaintiffs and all charges of wrongdoing or liability against them arising out

of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged against them, by Plaintiffs either on an individual basis or on behalf of a putative class.

1.4 WHEREAS, Plaintiffs believe all claims are viable and subject to class certification.

1.5 WHEREAS, the Parties have engaged in extensive arm's length, good-faith negotiations in any effort to reach a resolution of Plaintiffs' claims including a full-day mediation session Hon. Wayne Andersen (Ret.) of JAMS in Chicago, Illinois, along with numerous follow-up discussions, both with and without the involvement of Judge Andersen.

1.6 WHEREAS, the attorneys representing Plaintiffs (hereinafter referred to as "Class Counsel") are experienced in litigating class actions. Settlement Class Counsel have analyzed and evaluated the merits of all Parties' contention and this settlement. Among the risks of continued litigation are the possibilities that Plaintiffs will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a class-wide or individual basis. Settlement Class Counsel, after taking into account the foregoing, along with the risks, uncertainties, delay, and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable and that a settlement of the litigation and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.7 WHEREAS, the Parties and their respective counsel, taking into account the risks, uncertainties, delay, and costs involved in pursuing Plaintiffs' claims, as well as other relevant considerations, have concluded that it is in the best interests of Plaintiffs and Dr. Squatch to compromise fully and finally settle Plaintiffs' claims in the manner and upon the terms and conditions set forth in this Agreement.

1.8 WHEREAS, the Parties agree, subject to approval by the Court, that the claims asserted by Plaintiffs shall be fully and finally compromised on a nationwide basis, settled, and released on the terms and conditions set forth in this Agreement. The Parties intend that the Court conditionally certify a nationwide class for settlement and that this Agreement will encompass and end all pending, threatened, or possible litigation or claims of Plaintiffs against Defendants based on the subject matter of the Claims (as defined below). Defendant hereby consents, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' counsel as Class Counsel for the Settlement Class and Plaintiff as Class Representative of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including, but not limited to, the judgment not becoming final as provided in Section 7.3.2 of this Agreement, then Defendant retains all rights it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes and the litigation will continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

1.9 WHEREAS, this Agreement is contingent upon the issuance by the Court of both preliminary approval and final approval. Should the Court not issue preliminary approval and final approval, Defendant does not waive, and instead expressly reserves, all rights to defend this litigation—including, without limitation, all defenses, positions and arguments to alleged liability, remedies and class certification.

1.10 WHEREAS, this Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the litigation, or of any fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability, or be used as evidence of liability, by or against any Party hereto.

1.11 WHEREAS, the Parties previously entered into a Class Action Settlement Agreement, dated as of July 28, 2025 (the "Original Settlement Agreement"), and subsequently entered into an Amended Class Action Settlement Agreement, dated as of April 30, 2026 (the "Amended Settlement Agreement"). The Parties now desire to amend and restate the Amended Settlement Agreement in its entirety, and to enter into this Second Amended Class Action Settlement Agreement, which shall supersede, replace, and control over the Original Settlement Agreement and the Amended Settlement Agreement in all respects.

II. DEFINITIONS

As used in this Settlement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference) the following terms shall have the meanings set forth below unless this Settlement specifically provides otherwise. Other capitalized terms in this Settlement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 "Action" means the class action lawsuit styled as *Victor Guzman et al v. Dr. Squatch, LLC*, Case No. 25STCV03523, pending in Superior Court of California, Los Angeles.

2.2 "Administration Expenses" means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform

in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.3 "Agreement" or "Settlement Agreement" means this class action settlement agreement containing all terms, conditions, and exhibits which constitute the entire agreement between the Parties.

2.4 "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court based on the Settlement described herein to compensate Plaintiffs' Counsel as determined by the Court and described more particularly in Section V of this Settlement.

2.5 "Benefit" or "Settlement Benefit" means the cash payment available to a Claimant who files a Valid Claim under this Agreement. The specific Benefit paid is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.6 "Benefit Payments" are the payments issued for Valid Claims as determined by the Settlement Administrator and in accordance with this Agreement.

2.7 "*Bruno* Action" means the class action lawsuit styled *Bruno et al v. Dr. Squatch, LLC*, Case No. 24-cv-07798-JLS, pending in United States District Court for the Central District of California.

2.8 "Claim" means a claim for Settlement Benefits by a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with Section 4.1 of this Agreement.

2.9 "Claim Filing Deadline" or "Claim Period" means ninety days (90) days after the Notice Date.

2.10 "Claim Form" means the proposed Claim Form in substantially the same form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement.

2.11 "Claimant" means a Settlement Class Member who files a Claim during the Claim Period.

2.12 "Claims Deadline" means the date by which a Claim Form must be received via United States First Class Mail or via electronic submission by 11:59 p.m. pacific time to be considered timely. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and/or the Claim Form.

2.13 "Class Counsel" means the law firms Reese LLP and Law Offices of Todd Friedman, P.C.

2.14 "Class Member" means a Person who purchased one or more Products during the Class Period.

2.15 "Class Notice" means the notice to the Class to be disseminated by the Settlement Administrator as set forth in Exhibit B attached hereto.

2.16 "Class Period" means the period of November 17, 2018 through the date 45 days after the entry of the Court's preliminary approval order.

2.17 "Class Representatives" or "Plaintiffs" means Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano.

2.18 "Class Representative Service Award" or "Service Award" means any award sought by application and approved by the Court that is payable to Class Representatives, not exceeding $40,000 in the aggregate, with the two Class Representatives (Bruno and Fleming) who sat for their depositions each receiving no more than $10,000, and the remaining Plaintiffs each

receiving no more than $5,000 for his or her efforts in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class.

2.19 "Court" means the Superior Court of California for Los Angeles County.

2.20 "Defendant" or "Dr. Squatch" means Dr. Squatch, LLC.

2.21 "Defendant's Counsel" means Venable LLP, including specifically Manny Caixeiro and Amit Rana.

2.22 "Effective Date" means the day after the last of the following dates: (a) all Parties have executed this Settlement; (b) the Court has entered the Final Approval Order certifying the Settlement Class, approving the Agreement and entering judgment against Defendant; and (c) the date on which time to appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court, thus making the Final Approval Order a final, non-appealable judgment.

2.23 "Fairness Hearing" and/or "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel's

Application for Attorneys' Fees and Expenses; and (f) consider whether to enter the Final Approval Order.

2.24 "Fee Award" means the Attorneys' Fees and Expenses awarded by the Court to Class Counsel for all the past, present, and future attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and other plaintiffs' counsel who – prior to the date of the signing of this Settlement Agreement – have appeared in any action brought by one or more of the Plaintiffs in state or federal court, and their experts, staff, and consultants in connection with the Action. The Fee Award shall consist of attorney's fees, up to a maximum of one third of the Settlement Amount, plus any actual litigation costs and expenses.

2.25 "Final Approval" or "Final Approval Order" means the order to be entered by the Court granting, among other things, final approval of the Settlement and entry of final judgment with respect thereto.

2.26 "Household" means all Persons residing at the same physical address.

2.27 "Labeling" means the display of written, printed, or graphic matter upon the packaging of a Product, as well as written, printed, or graphic matter designed for use in the distribution or sale of the Product, including information found on Defendant's, its Affiliates', or its customers' websites or in any other media format describing, explaining, and/or promoting the Product(s).

2.28 "Notice Plan" means the notice plan, as described in Section VI, and as developed by the Settlement Administrator to notify the Settlement Class to the Settlement Notice and to command the Settlement Class Members' attention about their rights under the Settlement.

2.29 "Motion for Preliminary Approval of Settlement" means the motion, to be filed by Plaintiffs, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

2.30 "Notice Date" means the date on which the Settlement Administrator commences dissemination of the Settlement Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than forty-five (45) days after the Court's entry of the Preliminary Approval Order.

2.31 "Objection" means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.32 "Objection Deadline" means forty-five (45) days after the Notice Date.

2.33 "Opt-Out" means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.34 "Opt-Out Deadline" means forty-five (45) days after the Notice Date.

2.35 "Parties" means Plaintiffs Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano, and Defendant Dr. Squatch, collectively.

2.36 "Party" means any one of Plaintiffs or Defendant.

2.37 "Person" or "People" means any natural person or people.

2.38 "Preliminary Approval" of "Preliminary Approval Order" means an order granting approval to this Agreement as within the range of possible Final Approval; approving Class Notice to the Settlement Class Members; and setting a hearing to consider Final Approval of the Settlement and any Objections thereto.

2.39 "Product" and/or "Products" and/or "Covered Product" means all products manufactured, sold, or distributed by Dr. Squatch currently or in the past that contain the statement "natural" on the Products' labeling. A complete list of Products is attached hereto as Exhibit C.

2.40 "Proof of Purchase" means a point of purchase receipt from a third-party retail source (including physical and on-line retail sources) that reasonably establishes the fact and date of purchase of the Product during the Class Period in the United States.

2.41 "Publication Notice" means the proposed supplemental notice program, described in Section VI, in substantially the form attached as Exhibit B hereto as well as attached to the proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section 6.3 of this Agreement.

2.42 "Releases" means the release of all claims contained in Section VIII of this Agreement.

2.43 "Released Claims" means all claims, demands, rights, suits, obligations, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, causes of action of every nature and description, claims for attorneys' fees, expenses and costs, losses and remedies and all other legal responsibilities in any form or nature, whether known or unknown, suspected or unsuspected, existing now or arising in the future that is or are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause, or event that in any way relate to or arise from Dr. Squatch's use of the term "Natural" on the Products during the Class Period, as alleged, or could have been alleged, in the Action. For sake of clarity, Released Claims do not include claims the Releasing Parties may have, if any, against the Released Parties for personal injury damages or products liability relating to the Products.

2.44 "Released Parties" means Dr. Squatch and each and all of its present, future or former equity holders, parents, affiliates, subsidiaries, wholesalers, retailers, vendors, suppliers, manufacturers, spokespersons, agents, customers, distributors, and dealers, and each and all of their respective present, future or former managers, members, directors, officers, consultants, affiliated entities and corporations, subsidiaries, divisions, franchisees, partners, joint venturers, agents, investors, creditors, insurers, attorneys, employees, representatives, predecessors, successors, licensees, customers, and assigns. For the avoidance of doubt, Released Parties shall include all persons or entities in the stream of commerce for the marketing, sale, and/or distribution of the Products.

2.45 "Releasing Parties" means all Plaintiffs and all Settlement Class Members who have not validly and timely opted out of the Settlement Class, and all of their respective executors, representatives, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, and assigns and all those who could assert claims on their behalf.

2.46 "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

2.47 "Settlement Administrator" means, subject to Court approval, Eisner Advisory Group LLC, the independent entity selected by the Parties to administer the Settlement.

2.48 "Settlement Amount" means the sum of nine million dollars and zero cents ($9,000,000.00), which represents Defendant's all-inclusive, full payment for all monetary consideration of any kind whatever to Plaintiffs, Class Representative, Class Members, Class Counsel, and the Settlement Administrator, including the total amount of monetary relief available to Settlement Class Members for payment of all Valid Claims, Class Representative Service Awards, Class Counsel's Fee Award, and Administrative Expenses. For the avoidance of doubt,

the Settlement Amount represents the full limit and extent of Defendant's monetary obligations under this Agreement.

2.49 "Settlement Class" or "Settlement Class Members" means all Persons who purchased Products in the United States during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Dr. Squatch and all Released Parties; (c) any Person who files a valid, timely Opt-Out request; and (d) the judges to whom this Action is assigned and any members of their immediate families.

2.50 "Settlement Notice" means a long form notice substantially in the form attached as Exhibit B, to be approved by the Court, and to be disseminated in accordance with Section VIII of this Agreement.

2.51 "Settlement Website" means an internet website created and maintained by the Settlement Administrator, that will include information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Form which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The URL of the Settlement Website shall be specified in the Notice Plan.

2.52 "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claims Deadline,

or, if submitted online, is submitted by 11:59 p.m. pacific time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 The Parties agree that the Action may be certified as a class action in accordance with the terms of this Agreement and without prejudice to Defendant's right to contest class certification in the event this Agreement fails to become effective or is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be fully implemented, Defendant reserves all rights to object to any subsequent motion to certify a class in this or any other lawsuit and no representation or concession made in connection with the Settlement or this Agreement shall be considered law of the case or an admission by Defendant or to have any kind of preclusive effect against Defendant or to give rise to any form of estoppel or waiver by Defendant in these actions or any other proceeding.

3.2 Defendant expressly denies any and all liability and/or wrongdoing with respect to any and all of the claims alleged in this lawsuit and any similar lawsuits and enters into this Settlement solely to compromise a disputed claim. Accordingly, any references to the alleged business practices of Defendant in this Settlement, this Agreement or the related Court hearings and processes shall raise no inference respecting the propriety of those business practices or any other business practices of Defendant.

IV. SETTLEMENT BENEFITS AND CLAIM ADMINISTRATION

4.1 Benefit Available to Settlement Class Members

4.1.1 The Parties acknowledge that, prior to entering into this Agreement, Defendant provided confirmatory discovery that states that the Class Definition above includes the approximate number of units of Products sold between November 2018 and April 30, 2025, and

the approximate revenue received by Dr. Squatch for the sale of Products between November 2018 and April 30, 2025. The reasonable accuracy of the number of units and amount of net revenue was confirmed to Class Counsel's satisfaction in the document produced in litigation by Dr. Squatch and bates labeled as DRSQ_LASC_000001-05, the confidential declaration under oath of Danielle Mendheim confirming that these numbers are reasonably accurate.

4.1.2 Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a Claim for Settlement Benefits. A Claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth in the subsequent sub-sections. Submission of a Claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.

4.1.3 At the election of the Settlement Class Member, Claim Forms may be submitted in paper via regular U.S. mail or online on the Settlement Website. Claim Forms must be postmarked or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked or submitted after the Claim Filing Deadline will not be Valid Claims.

4.1.4 On the Claim Form, the Settlement Class Member must provide and certify the truth and accuracy of the following information under the penalty of perjury by signing the Claim Form physically, or by e-signature, to be considered a Valid Claim:

a. The Settlement Class Member's name and mailing address;

b. The Settlement Class Member's email address (unless the Settlement Class Member attests that he or she does not have an email address);

c. That the Settlement Class Member made the purchase or purchases directly at a retail establishment or online;

d. That the claimed purchases were not made for purposes of resale, commercial use, or for any other purpose; and

e. For each claimed purchase, the Settlement Class Member shall have the opportunity to upload Proof of Purchase image files and for all purchases (regardless of whether supported by Proof of Purchase) must provide the total number of Products claimed during the Class Period.

4.1.5 Subject to the total dollar cap in Settlement Benefits as provided in Section 2.48, each Settlement Class Member who submits a Valid Claim, as determined by the Settlement Administrator, shall receive a Settlement Benefit as follows:

a. A Settlement Class Member who submits a Valid Claim with Proof of Purchase shall receive a payment of $0.50 per Product for which Proof of Purchase is provided, up to a maximum of twenty (20) units.

b. A Settlement Class Member who submits a Valid Claim without Proof of Purchase shall receive a payment of $0.50 per Product, up to a maximum of five (5) units.

c. Claims with Proof of Purchase and without Proof of Purchase shall be cumulative. For example, if a Claimant makes a claim for twenty units with Proof of Purchase and for five units without Proof of Purchase, that Claimant shall receive compensation for twenty-five units for $12.50.

4.1.6 Each Household is limited to and may only submit a single Claim Form and is subject to the limits for a single Class Member.

4.1.7 If the total dollar value of the Valid Claims submitted exceeds the portion of the Settlement Amount of nine million dollars ($9,000,000.00) that remains after the Settlement Amount is reduced to pay for Administrative Expenses, any Attorneys' Fees Award, and any Class

Representative Service Award, the Settlement Benefit payable for each Valid Claim shall be reduced on a pro rata basis. If the total dollar value of the Valid Claims submitted is less than the portion of the Settlement Amount of nine million dollars ($9,000,000.00) that remains after the Settlement Amount is reduced to pay for Administrative Expenses, any Attorneys' Fee Award, and any Class Representative Service Award, the Settlement Benefit payable for each Valid Claim shall be increased on a pro rata basis.

4.2 Procedures for Providing Benefit to Settlement Class Members

4.2.1 The Parties shall jointly ask the Court to approve Eisner Advisory Group LLC as the Settlement Administrator. The Settlement Administrator, subject to the supervision of the Court, shall be solely responsible for administering the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Defendant's Counsel, the Parties, and their representatives promptly upon request.

4.2.2 The Settlement Administrator shall not approve duplicate or multiple claims for the same purchase but shall deem valid only one claimant for each purchase. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Settlement

Administrator can require further information from the Settlement Class Member or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

4.2.3 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms, and administering the Settlement Website, Objection process, and Settlement claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for Opt-Out or Objections from the Settlement Class). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Claimants including by cross examination. The Settlement Administrator will approve Valid Claims and issue Benefit Payments based upon the terms and conditions of the Agreement or may reject Claims which are invalid or evidence waste, fraud, or abuse. The determination of validity of claims shall occur within thirty (30) days of the end of the Claim Period. The Settlement Administrator shall approve or deny all claims after consultation with Class Counsel and Defendant's Counsel. Neither Plaintiffs nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

4.2.4 Settlement payments shall be issued via check and digital payment methods (including PayPal, Zelle, and e-Mastercard). Within sixty (60) days following the Funding Date (the "Distribution Deadline"), the Settlement Administrator shall issue Benefit Payments to all Settlement Class Members who submitted Valid Claims.

4.2.5 Settlement checks shall remain valid for one hundred eighty (180) days from the date of issuance (the "Check Void Deadline"). Payments via e-Mastercard do not expire. Payments

via other digital platforms shall remain valid unless the recipient takes no action for thirty (30) days, at which point the Settlement Administrator shall attempt to re-issue or redirect such payments.

4.2.6 If a Settlement Class Member's check remains uncashed after the Check Void Deadline, or if a digital payment remains unclaimed after two (2) attempts to issue, the funds associated with such uncashed checks or unclaimed digital payments shall be redistributed on a pro rata basis to Settlement Class Members who cashed their checks or accepted their digital payments (the "Second Distribution"), if administratively feasible. The Settlement Administrator will use all reasonable efforts to effectuate a Second Distribution, but if a Second Distribution is not administratively feasible (e.g., the cost of administration would exceed the amount to distribute in the Second Distribution), the Settlement Administrator shall remit the unclaimed funds attributable to each non-responsive Settlement Class Member to the unclaimed property division or administrative office responsible for unclaimed property in the state of such Settlement Class Member.

4.2.7 The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall promptly and on a weekly basis provide Class Counsel and Defendant's Counsel with information concerning notice, administration, and implementation of the Agreement. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

a. promptly forward upon request to Defendant's Counsel and Class Counsel, copies of all documents and other materials relating to the administration of the Settlement;

b. receive requests from Settlement Class Members to Opt-Out from or make an Objection to the Settlement and promptly provide to Class Counsel and Defendant's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any Opt-Out requests or Objections from Settlement Class Members after the applicable Opt-Out or Objection Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

c. provide reports and summaries on a weekly basis throughout the Claim Period to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received and the identity of the Settlement Class Members;

d. employ reasonable procedures to screen Claims Forms for waste, fraud, and abuse and shall reject a Claim Form, or any part of a Claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of waste, fraud, or abuse. The Settlement Administrator will review each Claim Form based upon the initial submission by the Settlement Class Member and ensure that each is complete, properly substantiated, and, based on the substantiation, determine the appropriate benefit to be paid, if any, in accordance with the terms of this Agreement. The Settlement Administrator is empowered to pay legitimate and Valid Claims only.

e. prepare a declaration attesting to compliance with the Class Notice requirements set forth below and identifying all Opt-Outs and/or Objections. Such declaration shall be provided to Defendant's Counsel and Class Counsel for filing with the Court no later than seven (7) days prior to the Final Approval Hearing, or by such other deadline as may be set by the Court.

4.3 Escrow Account

4.3.1 The Settlement Administrator shall establish an escrow account to which the Settlement Amount shall be deposited and from which Administrative Expenses, any court-awarded Class Counsel Fee Award, any court awarded Class Representative Service Award, and Benefits to the Settlement Class Members who submit Valid Claims shall be paid (the "Escrow Account").

4.3.2 Within twenty-one (21) days following Preliminary Approval, Defendant shall fund the escrow account with an initial deposit of $500,000 as a deposit to pre-pay certain of the Settlement Administrator's Administrative Expenses, which shall constitute a credit in like amount against the Settlement Amount.

4.3.3 Within twenty-one (21) days following the Effective Date, Defendant shall deposit the remaining Settlement Amount into the Escrow Account. The date upon which Defendant deposits the remaining Settlement Amount into the Escrow Account is referred to as the "Funding Date."

4.4 Injunctive Relief

4.4.1 As part of the consideration of this Agreement, Dr. Squatch agrees to make changes to the principal display panel ("PDP") of its Products regarding the natural content of the Products. The Parties and Settlement Class Counsel expressly agree that Dr. Squatch has determined the

Products to be between 98-100% natural and/or 98-100% natural origin as determined by International Standards Organization ("ISO") methodologies that provide methods for calculating the natural and natural origin indexes of a product. Therefore, examples of the PDP label that are not misleading include, but are not limited to, (a) PDP labels that add statements that the Product is "Always 98-100% Natural," "Always 98-100% Natural Origin," "98-100% Natural," "98-100% Natural Origin," "At Least 98% Natural," and "At Least 98% Natural Origin" (or language substantially similar) and/or (b) PDP labels that remove the statement that the Product is "Natural" (collectively, the "Modified Labeling Information"). It is entirely in Dr. Squatch's discretion which variant of the Modified Labeling Information to apply to any given Product.

4.4.2 Dr. Squatch agrees that it will apply the Modified Labeling Information to the PDPs of Products manufactured beginning no later than (i) twelve months following Final Judgment for Products that are bar soap, shampoo, conditioner, toothpaste, and deodorant sticks, and (ii) 18 months following final judgment for all other Products. Dr. Squatch will have no obligation hereunder to apply the Modified Labeling Information to a Product prior to the time it modifies its PDP for that Product in accordance with this paragraph. For the avoidance of any doubt, none of Dr. Squatch's Product labels modified to contain the Modified Labeling Information shall require review or pre-clearance by Plaintiffs or Settlement Class Counsel.

4.4.3 Nothing in this Agreement requires Dr. Squatch to withdraw, change or otherwise modify labeling, components, packing cases, or advertising of the Products that lack the Modified Labeling Information to the extent such Products are manufactured, and/or in distribution or storage, and/or stocked in stores or warehouses, on or before the time when Dr. Squatch applies the Modified Labeling Information to newly manufactured products in accordance with paragraph 4.4.1, above. The Parties further agree that Dr. Squatch may continue to sell any existing (i.e.,

manufactured prior to the time Dr. Squatch begins applying the Modified Labeling Information to a Product's PDP) supply of the Products without any requirement that such existing stocks of the Products be relabeled or otherwise recalled.

4.4.4 Nothing in this Agreement or otherwise shall preclude Dr. Squatch from making further changes to any labels or advertising for the Products so long as those changes: (i) are not inconsistent with paragraph 4.4.1 above; (ii) are in compliance with subsequent changes in laws or regulations applicable to the Products related to the use of the terms "Natural" and/or "Natural Origin"; or (iii) contain Modified Labeling Information that accurately reflects the natural, natural origin and/or natural derivation of Dr. Squatch's products as measured by reputable methodologies that provide methods for analyzing same.

V. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

5.1 The Parties agree, subject to Court approval, that the law firms of Reese LLP and Law Offices of Todd Friedman, P.C. shall be appointed Class Counsel, without prejudice to Defendant's right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented, Defendant reserves all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

5.2 Class Counsel will submit to the Court an application seeking a Fee Award which shall not exceed one third of the Settlement Amount (i.e., a maximum of $3,000,000.00 in attorneys' fees), plus seek separate payment for actual litigation costs and expenses, up to a maximum of $50,000.00. In addition, Class Representatives may seek a Class Representative Service Award not exceeding $40,000 in the aggregate, with the two named Plaintiffs (Bruno and Fleming) who sat for their depositions each receiving $10,000, and the remaining Plaintiffs each

receiving $5,000. The Fee Award and Class Representative Service Award shall be paid entirely from the Settlement Amount. The payments made from the Settlement Amount as described in this Section shall constitute full satisfaction of Dr. Squatch's obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and other expenses, and shall relieve Dr. Squatch and the Released Parties from any claims or liability to any other attorney or law firm or person for attorneys' fees, costs, or other expenses to which any Plaintiff, Settlement Class Member, objector, intervenor, or any other person may claim that are in any way related to the Released Claims.

5.3 Court approval of Class Counsel's Fee Award and/or Class Representative Service Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiffs will request nor accept any award inconsistent with these terms.

VI. CLASS NOTICE

6.1 The Parties agree that the Class Notice shall be in the manner and form agreed upon by the Parties and approved by the Court substantially in the form as in Exhibit B. Collectively, the Settlement Notice shall in general terms set forth and sufficiently inform the Settlement Class Members of: (a) a short, plain statement of the background of the Action, the Settlement Class certification, and the essential terms of the Settlement; (b) appropriate means for obtaining additional information regarding the Settlement and the Action; (c) appropriate information concerning the procedure for objecting or opting-out from the Settlement, if they should wish to do so; and (d) that any relief to Settlement Class Members is contingent on the

Court's Final Approval of the Settlement. The Parties will request the Court to approve the Settlement Notice in the Preliminary Approval Order.

6.2 Direct Notice

6.2.1 No later than fifteen (15) days after the Preliminary Approval Date, Defendant shall produce an electronic list from its records that includes all of the names, addresses and email addresses, to the extent the foregoing exists in Defendant's records, belonging to Persons within the Settlement Class. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator.

6.2.2 Using the information provided from the Class List, the Settlement Administrator shall, on the Notice Date, cause Settlement Notice to be disseminated via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form and Settlement Website, to all Settlement Class Members for whom a valid email address is in the Class List. In the event transmission of the email notice results in any "bounce-backs," the Settlement Administrator will, if possible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

6.3 Publication Notice. On the Notice Date, the Settlement Administrator will cause the Publication Notice to be published in accordance with the Notice Plan. The Parties agree that the Publication Notice provides to the Settlement Class and Settlement Class Members information sufficient to inform them of: (a) the essential terms of the Settlement; (b) appropriate means for obtaining additional information regarding the Settlement and the Action; and (c) appropriate information about the procedure for Objecting or Opting-Out of the Settlement, if they should wish to do so. Since the Notice Plan is determined to be the best notice practicable under

the circumstances and satisfies due process, the Parties will request the Court to approve the Notice Plan in the Preliminary Approval Order.

6.4 Settlement Website

6.4.1 Prior to the Notice Date, the Settlement Administrator will establish a Settlement Website that will contain the complaint in the Action, the Preliminary Approval Order, the Settlement Agreement, the Settlement Notice, the Publication Notice, the Claim Form, and, when they become available, Class Counsel's Motion for Final Approval and Payment of Attorney Fees to Class Counsel and Payment of Service Awards to the Class Representatives and the Final Approval Order . The Settlement Website will also identify key deadlines (e.g., the Claims Deadline, the Opt-Out Deadline, Objection Deadline, the date of Final Approval Hearing), and direct Settlement Class Members on how to submit Claim Forms and include a "Frequently Asked Questions" section. The Settlement Administrator will make the Settlement Website access to the public on the Notice Date.

6.4.2 The Settlement Administrator will terminate the Settlement Website one hundred and twenty (120) days after either (1) the Effective Date, or (2) the date on which the settlement is terminated or otherwise not approved by a court.

6.5 Declaration of Compliance. The Settlement Administrator shall prepare a declaration attesting to compliance with the Notice Plan requirements set forth above. Such declaration shall be provided to Defendant's Counsel and Class Counsel no later than fourteen (14) days following the Claims Deadline.

6.6 Costs of Settlement Administration. The fees and expenses relating to costs of notice and settlement administration shall be paid from the Settlement Amount and which is estimated not to exceed $475,000.

VII. CLASS SETTLEMENT PROCEDURES

7.1 Preliminary Approval. Plaintiffs shall move the Court for an order granting Preliminary Approval to this Agreement as within the range of possible final approval; approving Class Notice to the Settlement Class Members substantially in the forms attached to this Agreement as Exhibit B and as described in Section VI; conditionally certifying the Settlement Class and appointing Class Counsel and Class Representatives to represent the Class, and setting a Final Approval Hearing of the Settlement and any Objections thereto. Defendants shall have no obligation to make separate filings in support of the motion but may do so at their election after the motion has been filed. Defendant shall appear at the hearing to confirm their agreement with the terms of the settlement as provided herein. Defendant shall promptly work with Class Counsel to negotiate in good faith regarding any modifications suggested by the Court as necessary to the release or notice, and shall assist Class Counsel by taking reasonable steps to provide readily available information that is necessary to address questions or concerns of the Court during both preliminary and final approval. The Parties agree to the form and substance of the Proposed Order of Preliminary Approval, attached hereto as Exhibit D.

7.2 Objections and Opt-Outs. The Class Notice shall advise Class Members of their rights to forgo the benefits of this Settlement and pursue an individual claim or to object to this Settlement individually or through counsel.

7.2.1 Any Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such Objection must be mailed to the Settlement Administrator no later than forty-five (45) days after the Notice Date (the "Objection Deadline"). To be effective, any such Objection must include:

a. the case name and number: *Victor Guzman et al v. Dr. Squatch, LLC*, Case No. 25STCV03523, Superior Court of California for the County of Los Angeles;

b. the name, address, telephone number, and, if available, the email address of the Person objecting,

c. the name, address, telephone number, and, the email address of all counsel (if any) who represent the objector;

d. a written statement of all objections asserted, including the grounds therefor;

e. a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and

f. The objector's signature, in addition to the signature of the objector's attorney (to the extent there is an attorney).

7.2.2 Any Class Member, other than any Class Representative, may elect to be excluded from (in other words, opt-out of) this Settlement and from the Settlement Class by Opting-Out of the Settlement Class. Any Class Member who desires to be excluded from the Settlement Class must give written notice of the election to Opt-Out no later than forty-five (45) days after the Notice Date (the "Opt-Out Deadline"), with copies mailed to the Settlement Administrator, Class Counsel, and counsel for Defendant. Opt-Out requests must: (a) be signed by the Class Member who is requesting exclusion; and (b) include the full name, address, and phone number(s) of the Class Member requesting exclusion. No Opt-Out request will be valid unless all the information described above is included.

7.2.3 Mass or class opt-outs are not allowed. No Settlement Class Member may submit an Opt-Out Request on behalf of any other Settlement Class Member.

7.2.4 In the event that 2,000 or more of the Settlement Class Members submit valid requests to Opt-Out, Defendant shall have the option to elect to terminate this Agreement as described in Section 7.3.2, and in which circumstance the Settlement will become null and void and the parties will return to the status quo ante.

7.2.5 The Class Representatives affirmatively support this Settlement and agree not to Opt-Out of this Settlement. None of the Class Representatives, Class Counsel, Defendant, or its counsel shall in any way encourage any Class Member to Opt-Out or discourage any Class Member from participating in this Settlement.

7.3 Final Approval of the Court

7.3.1 This Agreement and the Settlement embodied herein are subject to Final Approval by the Court. If the Settlement is approved, the Court will enter a judgment as to the claims against Defendant. The Parties waive any right to appeal or collaterally attack a Final Approval Order entered by the Court.

7.3.2 If this Agreement or any part of it is materially modified by the Court or is materially modified upon appeal or remand, either Party may terminate this agreement. If no Party timely elects to terminate, then the Parties shall remain bound to the Settlement as so modified. For purposes of this paragraph, a "material modification" is one that significantly affects the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, material modifications include but are not limited to: (a) any change to the scope of the Releases set forth in this Settlement Agreement; (b) any material change to the Final Approval Order which limits or reduces any of the protections afforded to Defendant, (c) any change to the Agreement or terms of the Settlement that potentially increases in any way Dr. Squatch's financial responsibility in connection with this Agreement above the Settlement

Amount; or (d) any material change to the Benefit, Class Notice, Claim Form, and claim process. No order or action of the Court pertaining to the Fee Award shall be considered to constitute a material modification so long as such order, action, or modification does not increase the cost of settlement to be borne by Defendant, and does not require that Defendant do anything not specifically set forth herein, or is one that significantly affects the rights or obligations of one or more of the Parties. Similarly, no order or action of the Court pertaining to the Class Representative Service Awards shall be considered to constitute a material modification so long as such order, action or modification does not increase the cost of Settlement to be borne by Defendant and does not require that Defendant do anything not specifically set forth herein. Any dispute as to the materiality of any modification or proposed modification of this Agreement shall be resolved by the Court.

VIII. RELEASES

8.1.1 Upon the Funding Date and without any further action by the Court or by any Party to this Agreement, the Releasing Parties for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Parties.

8.1.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all Released Claims.

8.2 Without limiting the foregoing, with respect to the Plaintiffs only, the Plaintiffs and their respective heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, rights, suits, obligations, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, causes of action of every nature and

description, claims for attorneys' fees, expenses and costs, losses and remedies and all other legal responsibilities in any form or nature, whether known or unknown, suspected or unsuspected, existing now or arising in the future including but not limited to all claims arising from or related to in any way to the marketing, advertising, promoting, or labeling of the Products. This release specifically extends to claims that the Plaintiffs do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

> **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.**

8.3 Plaintiffs understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Plaintiffs acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Plaintiffs, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

8.4 The Final Approval Order shall further provide for and effect the release of all Released Claims, including, but not limited to actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses,

compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Releasing Parties now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action. For sake of clarity, Released Claims do not include claims the Releasing Parties may have, if any, against the Released Parties for personal injury damages or products liability relating to the Products.

8.5 Upon the Final Approval Order and judgment, the Released Parties hereby covenant, that they will not, at any time hereafter, either directly or indirectly initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, maintenance or prosecution of any Released Claims against the Released Parties.

IX. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Parties as follows:

9.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

9.2 Defendant represents and warrants: (a) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (c) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

9.3 Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representative of the Settlement Class Members, of his or her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiffs represent and warrant that they have each reviewed the terms of the Agreement in consultation with Class Counsel and believe them to be fair and reasonable, and covenant that they will not file an Opt-Out request from the Settlement Class or object to the Agreement.

9.4 Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Action or pertaining to their purchase(s) and/or use of the Product(s) and/or the design, manufacture, testing, marketing, labeling, packaging, or sale of the Product(s) otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Persons other than Plaintiffs have any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.

9.5 No Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

X. NO ADMISSIONS OF FAULT

10.1 The Agreement is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a

presumption, concession or an admission by Dr. Squatch, any other Released Party, Plaintiffs, or any other Settlement Class Member or Releasing Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party.

XI. MISCELLANEOUS PROVISIONS

11.1 Best Reasonable Efforts. Subject to the limitations expressed herein, the Parties' counsel shall use their best reasonable efforts to cause the Court to give Preliminary Approval to this Agreement and settlement, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, to cooperate in addressing any objections, and to obtain Final Approval of this Agreement. The Parties and Counsel shall not encourage anyone directly or indirectly to opt out or object. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes.

11.2 Changes in Time Periods. The time periods and/or dates described in this Agreement with respect to the Notice Plan and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's Counsel, without notice to the Settlement Class except that the Settlement Administrator shall ensure that such dates are posted to the Settlement Website.

11.3 Termination Rights. This Agreement may be terminated at the election of either Party: (a) if the Court fails to preliminarily approve the Settlement; (b) the Court refuses to certify the Settlement Class; (c) the Court fails to enter Final Approval consistent with the provisions of

the Settlement Agreement; (d) if any timely appeal is taken, the Settlement Agreement is not upheld on appeal; or (e) in the event that more than 2,000 of the Settlement Class Members opt out of the Settlement.

11.4 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither the Plaintiffs nor Defendant are entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement.

11.5 Media and Contact of Class Members. To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication with Class Members regarding the Settlement prior to the Final Fairness Hearing. Notwithstanding, Class Counsel can answer any inquiries initiated by Class Members and may communicate freely with Plaintiffs.

11.6 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California, without regard to California's conflict-of-laws principles.

11.7 Construing the Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties, and it is acknowledged that all Parties have contributed

substantially to the preparation of this Agreement, accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

11.8 Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Parties may file the Agreement and/or the Final Approval Order 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.

11.9 Signatures. This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original; each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

11.10 Notices. Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by United States First Class Mail and email to:

1. If to Plaintiffs or Class Counsel:

   Michael Reese
   Reese LLP
   100 West 93rd Street, 16th Floor
   New York, New York 10025
   mreese@reesellp.com

   Todd M. Friedman
   Adrian R. Bacon
   LAW OFFICES OF TODD M. FRIEDMAN, P.C.
   23586 Calabasas Rd., Suite 105
   Calabasas, CA 91302
   tfriedman@toddflaw.com
   abacon@toddflaw.com

2. If to Defendant or Defendant's counsel ("Defendant's Counsel"):

   Amit Rana
   VENABLE LLP
   101 California St., Suite 3800
   San Francisco, CA 94111
   arana@venable.com

   with a copy to:

   Manny Caixeiro
   VENABLE LLP
   2049 Century Park East, Suite 2300
   Los Angeles, CA 90067
   MJCaixeiro@venable.com

11.11 Good Faith. The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

11.12 Protective Orders. All orders, settlement agreements and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all

Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of "Confidential" documents.

11.13 Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Plaintiffs, Settlement Class Members, and Defendant.

11.14 Arm's-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

11.15 Waiver. The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

11.16 Variance. In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

11.17 Exhibits. All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

11.18 Taxes. No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendant, Defendant's Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

11.19 Retain Jurisdiction. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to

the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement.

11.20 Attorneys' Fees. Notwithstanding any of the provisions herein, if any party finds it necessary to institute legal proceedings to enforce another party's obligation under this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AND AGREED TO BY:

DATED: July 7, 2026

Karen Betzag

Karen Betzag
Plaintiff and Class Representative

DATED: July 8, 2026

Perry Bruno (Jul 8, 2026 10:47:38 PDT)

Perry Bruno
Plaintiff and Class Representative

DATED: July 8, 2026

Lauren Fleming
Plaintiff and Class Representative

DATED: July 7, 2026

Victor Guzman
Plaintiff and Class Representative

DATED: July 7, 2026

Jaime Napolitano

Jaime Napolitano
Plaintiff and Class Representative

DATED: July 7, 2026

David Plowden
Plaintiff and Class Representative

DATED: July 8, 2026

DR. SQUATCH, LLC

Daniel Larson
CFO, Dr. Squatch, LLC
Defendant

APPROVED ONLY AS TO FORM BY:

DATED: July 8, 2026

REESE LLP

Michael R. Reese
Class Counsel and Plaintiffs' Counsel

DATED: July 8, 2026

LAW OFFICES OF TODD FRIEDMAN, P.C.

Adrian R. Bacon
Class Counsel and Plaintiffs' Counsel

DATED: July 8, 2026

VENABLE LLP

Amit Rana
Defendant's Counsel

List of Exhibits

Exhibit A – Claim Form

Exhibit B – Long Form and Short Form Notice

Exhibit C – List of Products

Exhibit D – Proposed Preliminary Approval Order

EXHIBIT A

Dr. Squatch Settlement Administrator
P.O. Box ###
Baton Rouge, LA 70821

Your Claim Form Must Be Postmarked On or Before ##/##/202#

Guzman et al. v. Dr. Squatch, LLC
Superior Court of California, Los Angeles, Case No. 25STCV03523

Claim Form

SAVE TIME AND SELECT YOUR PREFERRED PAYMENT METHOD
- Submit online at www.PersonalCareProductsSettlement.com

GENERAL CLAIM FORM INFORMATION

If you purchased one or more Products in the United States between November 17, 2018 and <Date> (**"Settlement Class"**), then you may be eligible to receive benefits from this settlement. Each Household is limited to, and may only submit, a single Claim Form and is subject to the limits for a single Class Member. Excluded from the Settlement Class are all Persons who purchased or acquired the Product for resale. See the Settlement Website, www.PersonalCareProductsSettlement.com, for a full list of exclusions.

"**Household**" means all Persons residing at the same physical address.
"**Product**" and/or "**Products**" means all products manufactured, sold, or distributed by Dr. Squatch currently or in the past that contain the statement "natural" on the Products' labeling. A complete list of Products is available on the Settlement Website, www.PersonalCareProductsSettlement.com.
"**Proof of Purchase**" means a point of purchase receipt from a third-party retail source (including physical and on-line retail sources) that reasonably establishes the fact and date of purchase of the Product during the Class Period in the United States.

Please read the full notice of this settlement at www.PersonalCareProductsSettlement.com carefully before filling out this Form.

To participate, you must fill this claim form out completely and mail it to **Dr. Squatch Settlement Administrator, P.O. Box ####, Baton Rouge, LA 70821**. This Claim form must be postmarked no later than **Month ##, 202#**. If you provide incomplete or inaccurate information, your claim may be denied.

Keep a copy of your completed Claim Form for your records. Any Proof of Purchase or other documents you submit with your Claim Form cannot be returned.
If your claim is rejected for any reason, the Settlement Administrator will notify you of the rejection and the reasons for such rejection.

Part A: Claimant Information

First Name _____ Middle Initial _____

Last Name _____ Suffix _____

Mailing Address: Street Address/ P.O. Box (include Apartment/Suite/Floor Number) _____

City _____ State _____ Zip Code _____

Email Address _____

Contact Phone Number _____ - _____ - _____

Claim Form

Part B: Purchase Information

For a complete list of Products included in the Settlement, visit www.PersonalCareProductsSettlement.com.

You may claim up to five (5) Products without Proof of Purchase. You can claim up to twenty (20) Products with Proof of Purchase. Your claim can include purchases both with and without Proof of Purchase.

Settlement Benefits available to Class Members:
Subject to the total dollar cap in Settlement Benefits as provided in Section XX of the Settlement Agreement, each Settlement Class Member who submits a Valid Claim, as determined by the Settlement Administrator, shall receive a Settlement Benefit as follows:
a. A Settlement Class Member who submits a Valid Claim with Proof of Purchase shall receive a payment of $0.50 per Product for which Proof of Purchase is provided, up to a maximum of twenty (20) units.
b. A Settlement Class Member who submits a Valid Claim without Proof of Purchase shall receive a payment of $0.50 per Product, up to a maximum of five (5) units.
c. Claims with Proof of Purchase and without Proof of Purchase shall be cumulative. For example, if a Claimant makes a claim for twenty units with Proof of Purchase and for five units without Proof of Purchase, that Claimant shall receive compensation for twenty-five units for $12.50.

Should the total dollar value of Valid Claims submitted exceed, or be less than, the Settlement Amount, the Settlement Benefit of $0.50 per Product will be adjusted on a pro-rata basis.

Total Number of Class Products

Write the **total number** of Products you purchased in the United States between November 17, 2018 and <Date> in the chart below:

Products Purchased	Check all that apply	Quantity of Products
Products with Proof of Purchase	☐	
Products without Proof of Purchase	☐	

***Failure to include Proof of Purchase for claims for which a Proof of Purchase is required will result in the reduction of your claims.**

***Submission of false or fraudulent information will result in the claim being rejected in its entirety.**

Part C: Attestation Under Penalty of Perjury

I declare under penalty of perjury under the laws of the United States of America that I purchased the Products indicated between November 17, 2018 and <Date>, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review and that I may be required to provide additional information to establish that my claim is valid. I also understand that by submitting this claim, I am releasing all Released Claims, as detailed in the Settlement Agreement and Long Form Notice, available for review at www.PersonalCareProductsSettlement.com.

Signature: _____ **Date:** ____ / ____ / _____

REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Complete all fields in the Claimant Information section of this Claim Form in Part A.
2. Complete Part B, indicating the number of Class Products you purchased and enclosing your Proof of Purchase, if available.
3. Sign the Attestation under penalty of perjury in Part C. You must sign the Attestation to be eligible to receive benefits.
4. Keep a copy of your Claim Form and supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Claim Form, please complete the online Claim Form or mail this Claim Form via Certified Mail, Return Receipt Requested.
6. If you move or your name changes, please email your new address, new name or contact information to info@PersonalCareProductsSettlement.com.

Keep a copy of your Claim Form for your records.

EXHIBIT B

IMPORTANT LEGAL NOTICE:

A court authorized this Notice. This is not a solicitation from a lawyer.

YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT

A proposed settlement has been reached in the class action lawsuit *Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano individually, and on behalf of all others similarly situated, v. Dr. Squatch, LLC.* Case No.: 25STCV03523 (the "Lawsuit"). In the Lawsuit, the plaintiffs allege that Dr. Squatch LLC ("Defendant") represented that certain of its products ("Class Products") were natural even though the Products contained certain ingredients plaintiffs alleged were synthetic. Dr. Squatch has at all times denied, and continues to deny, the allegations and that it has engaged in any wrongdoing. Specifically, Dr. Squatch maintains that the Class Products were properly labeled as natural. The parties have agreed to settle the lawsuit, without any finding of wrongdoing or admission of liability by Dr. Squatch, as a compromise to avoid the burden, expense and uncertainty of further litigation.

You may be part of this class action if you purchased any of the Class Products in the United States between November 17, 2018 through **ENTER DATE OF PRELIMINARY APPROVAL ORDER HERE.**

Your Legal Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	Due Date:
Submit a Claim Form	If you are a valid Settlement Class Member and wish to receive your portion of the Settlement Fund, you need to complete and submit a Claim Form online at [web address]. After the Settlement's Effective Date and the Court's final approval of the Settlement, you will then receive payment for an amount that shall be calculated pro rata based on the number of Valid Claims that are submitted by the Settlement Class.	[Valid Claim Form must be submitted online or postmarked by 90 days after the Class Notice Date]
Do Nothing	If you do nothing, you will become a Class Member bound by the terms of the Settlement Agreement and Final Judgment, thus forfeiting your right to sue on your own regarding any claims that are part of the settlement. **However, your failure to timely submit a Valid Claim Form will forfeit your right to receive your portion of the Settlement Fund.**	

Ask to Be Excluded	You can opt out of the settlement by submitting a Valid Exclusion Request to the Settlement Administrator. If you do so, you will not be eligible to receive a settlement payment. But you will retain the right to sue on your own regarding any claims that are part of the settlement.	[Valid Exclusion Form must be submitted online or postmarked by 45 days after the Class Notice Date]
Object to the Settlement	You may remain a part of the settlement and explain why you do not like the settlement. You may appear and speak at the Final Approval Hearing on your own or through a lawyer hired by you at your own expense. If you object, you may also file a Claim and if the settlement is approved over your objection, you will receive payment for an amount that shall be calculated pro rata based on the number of Valid Claims that are submitted by the Settlement Class after the settlement's Effective Date and after the Court grants final approval of the settlement. You will be bound by the settlement and give up your right to sue on your own regarding any claims that are part of the settlement.	[45 days after the Class Notice Date].

THESE RIGHTS AND OPTIONS

– AND THE DEADLINES TO EXERCISE THEM –

ARE EXPLAINED IN THIS NOTICE.

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform potential class members about the proposed settlement of a class action lawsuit. This Notice explains:

- What the lawsuit and the settlement are about.
- Who is a member of the Settlement Class.
- Who represents the Settlement Class Members in the lawsuit.
- What your legal rights and choices are.
- How and by when you need to act.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people, called "Named Plaintiffs" or "Class Representatives," sue on behalf of people who have similar claims. The people together are called the "Class" or "Class Members." In this case, the Named Plaintiff and the company being sued, the Defendant, have reached a proposed settlement. One court resolves the issues of all Settlement Class Members, except for those people who exclude themselves from the Settlement Class.

3. What lawsuit is involved in this settlement?

A class action was filed in the Superior Court of California, County of Los Angeles entitled ***Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano individually, and on behalf of all others similarly situated, v. Dr. Squatch, LLC.*** Case No.: 25STCV03523. This lawsuit is referred to as the "Action."

4. What is this Class Action about?

In the Class Action, the plaintiffs allege that Dr. Squatch LLC ("Defendant") represented that certain of its products ("Class Products") were natural even though the Products contained certain ingredients plaintiffs allege were synthetic. Dr. Squatch has at all times denied, and continues to deny, the allegations and that it has engaged in any wrongdoing. Specifically, Dr. Squatch maintains that the Class Products were properly labeled as natural. The parties have agreed to settle the lawsuit, without any finding of wrongdoing or admission of liability by Dr. Squatch, as a compromise to avoid the burden, expense and uncertainty of further litigation.

5. Why is there a Settlement?

The Court did not decide in favor of the Named Plaintiffs or Defendant. The Class Representatives and Class Counsel (listed below) believe that the claims asserted in the Class Action have merit but believe that the settlement is in the best interests of the Settlement Class. Class Counsel has evaluated information made available in the course of the lawsuit and settlement negotiations and have taken into account the risks and uncertainties of proceeding with the Action. Those risks include the uncertainty of obtaining and maintaining class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and likely appeals. Based upon the consideration of these and other factors, including the substantial time and expense of further litigation, Class Counsel believe that it is in the best interests of the Settlement Class to settle the Class Action on the terms described below.

Defendant strongly denies any wrongdoing and does not believe it has any liability to the Class Representative or the Settlement Class. More specifically, Defendant denies making any material misrepresentations about the Class Products and the naturalness of their ingredients. However, Defendant believes that it is in its best interest to settle the Class Action under the terms of the Settlement Agreement and obtain closure on these matters to avoid the uncertainty, expense, and burden of further litigation.

The Parties engaged in settlement negotiations, participated in a mediation before a professional mediator, and shared information pertaining to the claims asserted in the Class Action before reaching the settlement.

This Notice does not imply that any court has found or would have found that Defendant violated the law, that a class would have been certified, or that any member of the class would have recovered any amount of damages if the Class Action were not settled.

WHO IS IN THE SETTLEMENT?

6. Am I a Member of the Settlement Class?

The Settlement Class includes all persons who purchased Covered Products in the United States between November 17, 2018 through Notice Date.

Excluded from the Settlement Class are current or former employees, officers, directors, agents, or legal representatives of Dr. Squatch LLC, or its affiliated entities (and their immediate family members).

What are the Covered Products:

Covered Products include all products manufactured, sold, or distributed by Dr. Squatch currently or in the past that contain the statement "natural" on the Product's labeling. A complete list of Covered Products is attached as Exhibit XX to the Settlement Agreement.

1. Men's Natural Bar Soap;

2. Men’s Natural Beard Oil
3. Men’s Natural Beard Oil & Cologne;
4. Men’s Natural Lotion;
5. Men’s Natural Body Wash;
6. Men’s Natural Cologne;
7. Men’s Natural Cologne Oil;
8. Men’s Natural Conditioner;
9. Men’s Natural Deodorant;
10. Men’s Natural Face Wash;
11. Men’s Natural Hand Sanitizer;
12. Men’s Natural Hand Soap;
13. Men’s Natural Lip Balm;
14. Men’s Natural Lotion to Powder;
15. Men’s Natural Post Shave;
16. Men’s Natural Shampoo;
17. Men’s Natural Shave Butter;
18. Men’s Natural Toothpaste; and
19. Men’s Natural Wipes.

THE TERMS OF THE PROPOSED SETTLEMENT

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. [Click here](link to www.PersonalCareProductsSettlement.com) to see a copy of the entire Settlement Agreement. The Settlement Agreement must be approved by the Court and becomes "Final" before any benefits are paid.

7. What benefits will I receive as a member of the Settlement Class?

The Defendant has agreed to establish a Settlement Fund of $9,000,000 to pay settlement class members who make valid, timely claims; pay Class Counsel's attorneys' fees of up to one-third (33.333%) of the Settlement Fund; separately pay Class Counsel's expenses and costs (up to a maximum of $50,000); pay service awards to the Class Representatives up to $40,000 total; and pay costs and expenses of notice and settlement administration (which are estimated to be $475,000

After the Court grants final approval of the Settlement, each Settlement Class Member who submitted a Valid Claim Form as described above will receive payment for an amount that shall be calculated based on the settlement benefits claimed by you and others. Settlement benefits will be issued via check or a variety of digital payment methods. For more details on how payments are determined and will be made, please see visit www.PersonalCareProductsSettlement.com to see a copy of the entire Settlement Agreement.

8. Is there any money available now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the settlement and because it is not yet final. There is no guarantee that money or benefits will ever be distributed.

YOUR RIGHTS AND OPTIONS

This Notice is being sent to you so that you can decide whether to participate in the settlement.

9. What happens if I do nothing?

If you do nothing, you will become a Class Member bound by the terms of the Settlement Agreement and Final Judgment, thus forfeiting your right to sue on your own regarding any claims that are part of the settlement. **If you fail to submit a timely Valid Claim you will forfeit your right to receive your portion of the Settlement Fund.**

If you are a Class Member and the Settlement is approved by the court, you will forfeit your right to all "Released Claims," defined as "all claims, demands, rights, suits, obligations, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, causes of action of every nature and description, claims for attorneys' fees, expenses and costs, losses and remedies and all other legal responsibilities in any form or nature, whether known or unknown, suspected or unsuspected, existing now or arising in the future that is or are based on any act, omission,

inadequacy, misstatement, representation, harm, matter, cause, or event that in any way relate to or arise from Dr. Squatch's use of the term "Natural" on the Products during the Class Period, as alleged, or could have been alleged, in the Action. For sake of clarity, Released Claims do not include claims the Releasing Parties may have, if any, against the Released Parties for personal injury damages or products liability relating to the Products."

Other defined terms are defined in Settlement Agreement available here [insert link].

10. If I remain in the Settlement Class, what claims do I give up?

If you remain in the Settlement Class, you give up your right to sue in court or arbitration or be part of any other lawsuit or arbitration against Defendant or its affiliates regarding any issues related to the Released Claims (please see the Settlement Agreement for the claims that will be released). Additionally, all of the Court's orders will apply to you and legally bind you.

12. How do I exclude myself from the Settlement Class?

You may exclude yourself ("opt out") from the Settlement Class by providing written notice to the Settlement Administrator, Class Counsel and Defendant's counsel.

Opt-out requests must (a) be signed by the Class Member who is requesting exclusion; and (b) include the full name, address, and phone number(s) of the Class Member requesting exclusion. No Opt-Out request will be valid unless all the information described above is included.

The Opt-Out Form must be submitted electronically or postmarked **no later than [45 days after the Notice Date].**

If you exclude yourself from the settlement, you cannot object to the settlement and you will **not** receive any money or other benefits from the Settlement.

13. Can I object to the settlement?

Yes, but **not** if you exclude yourself from the Settlement Class. Objecting is simply telling the Court that you do not like something about the settlement but that you elect to remain in the Settlement Class. To object you must mail an objection to the Settlement Administrator no later than **45 days after the Notice Date**]. To be effective, any such objection must include:

a. the case name and number: *Victor Guzman et al v. Dr. Squatch, LLC*, Case No. 25STCV03523, Superior Court of California for the County of Los Angeles;
b. the name, address, telephone number, and, if available, the email address of the Person objecting,
c. the name, address, telephone number, and, the email address of all counsel (if any) who represent the objector;
d. a written statement of all objections asserted, including the grounds therefor;

e. a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and
f. The objector's signature, in addition to the signature of the objector's attorney (to the extent there is an attorney).

All objections will be considered at the Final Approval Hearing on [**INSERT ONCE COURT SETS**]. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection. If the settlement is ultimately approved over your objection, you will receive payment in the amount of your pro rata share of the Settlement Amount less any awarded attorney's fees, costs of suit and administration costs, after the settlement's Effective Date and after the Court grants final approval of the settlement. You will be bound by the settlement and give up your right to sue on your own regarding any claims that are part of the settlement.

The deadline to submit your objection is [**45 days after the Class Notice Date**]. The address for the Settlement Administrator is:

CLAIMS ADMINISTRATOR
ADDRESS
CITY, STATE ZIP
TOLL FREE TELEPHONE

14. When is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on [insert date], at [insert] in Department 11 of the Superior Court of California, County of Los Angeles, the Honorable David S. Cunningham III presiding, located at 312 N. Spring Street, Los Angeles, California 90012. The date of the Final Approval Hearing may change, so please refer to the settlement website to confirm the date and time of the Final Approval Hearing. At the Final Approval Hearing, the Court will consider if:

- The settlement is fair, reasonable, and adequate;
- The settlement should be approved; and
- Any objections to the settlement and, if so, whether those are valid.

15. Do I have to attend the Final Approval Hearing?

No. Your attendance at the Final Approval Hearing is not required even if you submit a written objection. However, you or your attorney may attend the hearing at your own expense.

17. May I speak at the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing to object to the proposed settlement. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection. If you plan to have your attorney speak for you

at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

THE LAWYERS REPRESENTING YOU

18. Does the Settlement Class have a lawyer?

Yes. The Court appointed the Law Offices of Todd M. Friedman, P.C. and Reese LLP to represent you and the other Settlement Class Members. They are called "Class Counsel." More information about this law firm, their practices, and their lawyers is available at http://www.toddflaw.com and http://www.reesellp.com.

19. Should I hire my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense who can enter an appearance on your behalf to represent you and speak on your behalf.

20. How will Class Counsel be paid?

If the Court approves the Settlement Agreement at the Final Approval Hearing, then Class Counsel will ask the Court for an award of reasonable attorneys' fees in an amount not to exceed one third of the gross settlement amount ($3,000,000.00), plus reasonable costs and expenses of suit, up to a maximum of $50,000. The Law Offices of Todd M. Friedman and Reese LLP have agree to an equal split of the attorney fees on a 50/50 basis.

21. Will the Class Representative request any payments in addition to the Settlement Benefits?

Yes. The Class Representatives in this Class Action are named Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano. Class Counsel will request that the Court grant an incentive award of up to $40,000 total for the Class Representatives.

MORE INFORMATION

22. Where can I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement [Click here](link to www.PersonalCareProductsSettlement.com). If you have further questions, you may:

- Call the toll free number: [Insert]
- Write to the Settlement Administrator:

[insert]

- Contact Class Counsel regarding the settlement, directly as follows:

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Calabasas, CA 91302
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abacon@toddflaw.com

REESE LLP
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100 West 93rd Street, 16th Floor
New York, New York 10025
Phone: (212) 643-0500
mreese@reesellp.com

23. May I contact the Court or Defendant directly?

PLEASE DO NOT CONTACT THE COURT, DEFENDANT OR DEFENSE COUNSEL REGARDING THIS SETTLEMENT. THEY CANNOT PROVIDE YOU ANY ADVICE.

Legal Notice

You may be Eligible for a Payment from a Class Action Settlement.

Subject to Court approval, a settlement has been reached in the class action lawsuit ***Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano individually, and on behalf of all others similarly situated, v. Dr. Squatch, LLC.*** Case No.: **25STCV03523** (the "Lawsuit"). In the Lawsuit, the plaintiffs allege that Dr. Squatch LLC ("Defendant") represented that certain of its shampoo, conditioner, deodorant, soap and other products (the "Class Products", a complete list of which is provided in the Settlement Website, available at www.PersonalCareProductsSettlement.com) were natural even though the Products contained certain ingredients plaintiffs allege were synthetic. Dr. Squatch has at all times denied, and continues to deny, the allegations and that it has engaged in any wrongdoing. Specifically, Dr. Squatch maintains that the Class Products were properly labeled as natural. The parties have agreed to settle the lawsuit, without any finding of wrongdoing or admission of liability by Dr. Squatch, as a compromise to avoid the burden, expense and uncertainty of further litigation. The settlement will create a fund of $9,000,000, including attorneys' fees not to exceed one third of the settlement amount to be paid to class counsel ($3,000,000), as well as a separate payment for attorney costs and expenses (up to a maximum of $50,000); notice and administration costs (estimated to be $475,000); and an incentive award to the named Plaintiffs, not to exceed $40,000 total.

Am I a Settlement Class Member? You are receiving notice because records indicate that you purchased a Class Product.

How do I get a payment? If you are a valid Settlement Class Member and wish to receive your portion of the Settlement Fund, you need to complete and submit a Claim Form online at www.PersonalCareProductsSettlement.com ("Settlement Website") or submitting via U.S. Mail to the address listed below. After the Settlement's Effective Date and the Court's final approval of the Settlement, you will then receive a payment for an amount that shall be calculated pro rata based on the number of Valid Claim Forms that are submitted by the Settlement Class. You will receive your share of the settlement via check in the mail or through electronic payment.

What are my rights? If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by submitting an Opt-Out Form available on the Settlement Website. **The deadline to exclude yourself is [date]. If you exclude yourself from the Settlement Class, you will not receive any money from the Settlement.** If you do not exclude yourself, you will release any claims against Defendant with regard to Defendant's alleged advertisement and packaging practices relating to the Class Products and will not be able to sue Defendant for any claim relating to those matters. **If you do not exclude yourself and remain in the Settlement Class, you may object to the Settlement by [date].** The Court will hold a hearing on [date] to consider whether to approve the Settlement and Plaintiff's request for attorneys' fees and expenses. You may appear and speak at the hearing, but you are not required to. You may also hire an attorney at your own expense to appear or speak for you at the hearing.

All capitalized terms in this notice are defined in the Settlement Agreement.
For more information about the Settlement,

visit www.PersonalCareProductsSettlement.com **or call XXX-XXX-XXXX**

EXHIBIT C

Exhibit C

All sizes, scents, and other varieties within the following Product categories:

1. Men's Natural Bar Soap;
2. Men's Natural Beard Oil;
3. Men's Natural Beard Oil & Cologne;
4. Men's Natural Lotion;
5. Men's Natural Body Wash;
6. Men's Natural Cologne;
7. Men's Natural Cologne Oil;
8. Men's Natural Conditioner;
9. Men's Natural Deodorant;
10. Men's Natural Face Wash;
11. Men's Natural Hand Sanitizer;
12. Men's Natural Hand Soap;
13. Men's Natural Lip Balm;
14. Men's Natural Lotion to Powder;
15. Men's Natural Post Shave;
16. Men's Natural Shampoo;
17. Men's Natural Shave Butter;
18. Men's Natural Toothpaste; and
19. Men's Natural Wipes.

EXHIBIT D

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Adrian R. Bacon (SBN 280332)
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Proposed Co-Lead Counsel for the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

VICTOR GUZMAN, PERRY BRUNO, LAUREN FLEMING, DAVID PLOWDEN, KAREN BETZAG, and JAIME NAPOLITANO, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

DR. SQUATCH, LLC

Defendant.

Case No.: 25STCV03523

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Preliminary Approval of Class Action Settlement came before this Court, on July 15, 2026 at 11:00 a.m. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. Capitalized terms shall have the definitions set forth in the Settlement Agreement and Release of Claims and Rights (the "Settlement") entered into between the Parties.

2. The "Settlement Class" shall consist of all Persons who purchased Products in the United States during the Class Period. The Class Period is defined as "November 1, 2018 through the date 45 days after entry of this Preliminary Approval Order." Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Dr. Squatch and all Released Parties; (c) any Person who files a valid, timely Opt-Out request; and (d) the judges to whom this Action is assigned and any members of their immediate families.

3. The Settlement Class is conditionally certified for purposes of settlement only.

4. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Settlement filed herewith, and finds that the Settlement Class meets the requirements for conditional certification for settlement purposes only under California Code of Civil Procedure section 382.

5. The Settlement appears to be fair, adequate and reasonable to the Settlement Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised in connection with the Final Approval Hearing.

6. Plaintiffs Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano (collectively, the "Named Plaintiffs"), are conditionally approved as the class representatives for the Settlement Class.

7. The aggregate Incentive Award of $40,000.00 payable to Named Plaintiffs for

their services as the class representatives appears fair and reasonable at this time, subject to a more thorough review at Final Approval.

8. Plaintiffs' Counsel Adrian R. Bacon of the Law Offices of Todd M. Friedman, P.C. and Michael R. Reese of Reese LLP are conditionally approved as Class Counsel for the Settlement Class.

9. The Fee Award of up to one third of the Settlement Amount (as defined in the Settlement), plus actual litigation expenses, payable to Class Counsel from the Settlement Amount appears fair and reasonable at this time, subject to a more thorough review at the Final Approval Hearing, as well as the reaction of Class Members at Final Approval.

10. A Final Approval Hearing on the question of whether the Settlement, attorneys' fees and costs to Class Counsel, and Incentive Awards to Plaintiff should be given Final Approval as fair, reasonable and adequate as to Settlement Class Members is scheduled in Department __ on the date and time set forth in Paragraph 18(i) below.

11. The Court hereby appoints Eisner Amper LLP as the Settlement Administrator.

12. The Court approves, as to form and content, the Class Notice in substantially the form attached to the Declaration of Adrian Bacon submitted in conjunction with the Motion. The Court approves the procedures for Class Members to participate in, to submit claims forms, to request exclusion from, and to object to the Settlement as set forth in the Class Notice.

13. The Court directs Class Notice by email and Publication Notice to all Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

14. Any Class Member may choose to opt-out of and be excluded from the

Settlement Class, as provided in the Notice, by following the instructions for requesting exclusion from the Settlement Class that are set forth in the Notice. Any and all requests for exclusion must be submitted as provided in the Notice. Any such person opts-out of and is excluded from the Settlement Class will not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon. Any written request to opt-out must be signed by each such person opting out. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Settlement, and Judgment.

15. Any Class Member may appear at the Final Approval Hearing, where they may object or otherwise express the Class Member's views regarding the Settlement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Additionally, any Class Member may submit a written objection as set forth in the Notice.

16. The Settlement is not a concession or admission, and shall not be used against or to prejudice Defendant or any of the Released Parties, including as an admission or indication with respect to any claim of fault, wrongdoing or omission. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant or any of the other Released Parties, including, but not limited to, as evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

b. Disclosed, referred to, or offered or received in evidence against any Defendant or any of the other Released Parties in any further proceeding in

the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement.

18. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to submit Class List to Settlement Administrator (within 15 days after the Court Granting Preliminary Approval):	DATE
b.	Deadline for Settlement Administrator to commence dissemination of the Settlement Notice (the "Notice Date") to Class Members (within 45 days of this Order):	DATE
c.	Claim Submission Deadline (90 days from the Notice Date):	DATE
d.	Objection/Exclusion Deadline (45 days from the Notice Date):	DATE
e.	Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement:	DATE
f.	Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Incentive Award:	DATE
g.	Deadline for Settlement	DATE

	Administrator to Submit Declaration Detailing Claims/Opt Outs/Objections (no later than 7 days prior to the Final Approval Hearing):	
h.	Deadline to Submit Any Responses to Objections and/or Reply Brief (no later than 14 days prior to the Final Approval Hearing:	DATE
i.	Final Approval Hearing Date:	DATE

IT IS SO ORDERED.

Dated: July___, 2026

BY_____
Honorable _____
Judge of the Superior Court of the State of California County of Los Angeles

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $9M Dr. Squatch Settlement Ends Lawsuit Over Alleged Synthetic Ingredients in ‘Natural’ Personal Care Products

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