

CONFIDENTIAL Settlement Communication (FRE 408)

June 14, 2024

Class Action Settlement Agreement

This Settlement Agreement and Release (“Agreement”), effective upon the date of the last signature below, is made by and between Dr. Dennis Gross Skincare, LLC (“**DDG**” or “**Defendant**”) and **Plaintiffs** Mocha Gunaratna, Renee Camenforte, and Jami Kandel, individually and as representatives of the Settlement Class as defined below) (individually a “**Party**,” and collectively the “**Parties**”), in the matters of *Gunaratna v. Dr. Dennis Gross Skincare, LLC*, Case No. 2:20-cv-02311-MWF-GJS (C.D. Cal.) (“**Gunaratna**”) and *Kandel et al. v. Dr. Dennis Gross Skincare LLC*, Case No. 1:23-cv-01967-ER (S.D.N.Y.) (“**Kandel**”) (collectively, the “**Actions**”).

WHEREAS, on March 10, 2020, Plaintiff Mocha Gunaratna filed *Gunaratna* alleging various claims regarding Defendant’s C+Collagen Deep Cream, C+Collagen Serum, C+Collagen Mist, C+Collagen Mask, and C+Collagen Eye Cream (collectively, the “Class Products”);

WHEREAS, on March 7, 2023, Plaintiff Jami Kandel filed *Kandel*, alleging similar claims as in the *Gunaratna* Action;

WHEREAS, on April 4, 2023, the Hon. Michael W. Fitzgerald, U.S. District Judge, certified the following class in the *Gunaratna* Action:

All persons who purchased the Products in the State of California, for personal use and not for resale during the time period of four years prior to the filing of the complaint through the date of court order approving or granting class certification.

WHEREAS, in the *Kandel* Action, no class has yet been certified, but Plaintiff has sought to represent a class comprising:

All persons who purchased the Products in the United States, excluding California purchasers, for personal use and not for resale during the time period of six years prior to the filing of the complaint through the date of court order approving or granting class certification; and a subclass of individuals who purchased the Products in the State of New York.

WHEREAS, Plaintiffs filed an amended complaint in *Kandel* to facilitate the *Gunaratna* and *Kandel* Plaintiffs’ pursuit and resolution of all claims on behalf of all Settlement Class Members in a single action in the Southern District of New York;

WHEREAS, collectively, the Actions allege claims under the consumer fraud laws of California and New York (specifically, Cal. Bus. & Prof. Code §§ 17200 and 17500, Cal. Civ. Code § 1750, and N.Y. Gen. Bus. Law §§ 349 and 350), breach of express warranty, breach of implied warranty and unjust enrichment; the Parties in the Actions engaged in substantial direct settlement discussions, and conducted several full-day mediations, the third of which was overseen by the Hon. Peter D. Lichtman on February 8, 2024, at which time they reached an agreement in principle to resolve all claims in both Actions. Because Defendant is headquartered in New York, the parties intend to pursue a nationwide settlement in federal court in the State of New York, subject to approval by the Honorable Edgardo Ramos of the United States District Court for the Southern District of New York, and stay the *Gunaratna* action accordingly;

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WHEREAS, Plaintiffs and Class Counsel believe that the claims asserted in the Actions have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class;

WHEREAS, Defendant denies Plaintiffs' claims in all respects, but it is the intention of this Agreement to resolve all potential claims with respect to the Class Products' labeling, packaging, and marketing, and to provide compensation to all purchasers of the Class Products with respect to any statement by Defendant on the Class Products and their labels or packages, or in its marketing of the Class Products. Defendant denies all of the allegations made in the Actions and denies that it did anything unlawful or improper, and its agreement to this Settlement is not an admission of guilt or wrongdoing of any kind;

WHEREAS, since the *Gunaratna* Action was filed, Defendant has discontinued sale of the Class Products which contain the advertising claims challenged in the Actions;

WHEREAS, the Plaintiffs and Class Counsel have analyzed and evaluated the merits of all Parties' contentions and this Settlement as it affects all Parties and the Settlement Class Members and, after taking into account the foregoing, along with the risks 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 Actions and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members;

WHEREAS, Defendant hereby agrees, solely for the purposes of the settlement set forth herein, that it will not oppose Plaintiffs' request to certify the Settlement Class and appoint Class Counsel as counsel for the Settlement Class and the Settlement Class Representatives as representatives 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, then the Parties retain all rights that they had immediately preceding the execution of this Agreement, and the Actions will continue as if the Settlement Class had never been certified. The fact that Defendant did not oppose certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in these Actions or any other action, litigation, lawsuit, or proceeding of any kind whatsoever. The Parties agree, subject to approval by the Court, that the Actions between Plaintiffs, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement;

WHEREAS, this Agreement is contingent upon the issuance by the *Kandel* Court of both preliminary approval and final approval, and dismissal with prejudice of the *Gunaratna* Action. Should the *Kandel* Court not issue preliminary approval and/or final approval, the Parties do not waive, and instead expressly reserve, all rights and remedies in the Actions;

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 Actions, any threatened but not yet filed claim, or of any

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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;

WHEREAS, Defendant and the Settlement Class Representatives on behalf of the Settlement Class (as defined below) wish to resolve any and all past, present, and future claims that the Settlement Class has or may have against Defendant on a nationwide basis, of any nature whatsoever, as they relate to the allegations in the Actions and the Class Products;

NOW THEREFORE, the Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, understand and agree to the following terms and conditions.

1. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the meanings specified below.

1.1 “**Actions**” means *Gunaratna v. Dr. Dennis Gross Skincare, LLC*, Case No. 2:20-cv-02311-MWF-GJS (C.D. Cal.) (“**Gunaratna**”) and *Kandel et al. v. Dr. Dennis Gross Skincare LLC*, Case No. 1:23-cv-01967-ER (S.D.N.Y.) (“**Kandel**”).

1.2 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement.

1.3 “**Cash Award**” means a cash payment from the Settlement Fund to a Settlement Class Member with an Approved Claim.

1.4 “**Claim**” means a request for relief submitted by or on behalf of a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Agreement.

1.4.1 “**Approved Claim**” means a claim approved by the Settlement Administrator, according to the terms of this Agreement.

1.4.2 “**Claimant**” means any Settlement Class Member who submits a Claim Form for the purpose of claiming benefits, in the manner described in Section 4 of this Agreement.

1.4.3 “**Claim Form**” means the document to be submitted by Claimants seeking direct monetary benefits pursuant to this Agreement substantially in the form that is attached to this Agreement as Exhibit 1.

1.4.4 “**Claims Deadline**” means the date by which a Claimant must submit a Claim Form to be considered timely. The Claims Deadline shall be sixty (60) calendar days after the Settlement Notice Date.

1.4.5 “**Claims Process**” means the process by which Settlement Class Members may make claims for relief, as described in Section 4 of this Agreement.

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1.5 “DDG” or “Defendant” means Dr. Dennis Gross Skincare, LLC, the defendant in the Actions.

1.6 “Class Period” means March 10, 2016, to the date of entry of preliminary approval of this Agreement.

1.7 “Class Products” include DDG’s C+Collagen Deep Cream, C+Collagen Serum, C+Collagen Mist, C+Collagen Eye Cream and C+Collagen Mask, and any other products sold with the C+Collagen label, whether sold alone or in combination with other products.

1.8 “Settlement Class” means all persons who, between March 10, 2016, and the date of entry of preliminary approval of this Agreement (the “Class Period”), purchased in the United States, for personal or household use and not for resale or distribution, one of the Class Products as defined herein. Excluded from the Settlement Class are: (1) the presiding judges in the Actions; (2) any member of those judges’ immediate families; (3) Defendant; (4) any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (5) counsel for the Parties; and (6) any persons who timely opt-out of the Settlement Class.

1.9 “Settlement Class Member” means any person who is a member of the Settlement Class other than those persons who validly request exclusion from the Settlement Class as set forth in Section 6.6 this Agreement.

1.10 “Settlement Administrator” means the independent company agreed upon by the Parties and approved by the Court to provide the Class Notice and conduct the Claims Administration. The parties agree to designate EAG Gulf Coast, LLC as the Settlement Administrator, subject to approval by the Court.

1.11 “Claims Administration” means the administration of the Claims Process by the Settlement Administrator.

1.12 “Class Counsel” means the following attorneys of record for the Settlement Class Representatives and Settlement Class in the Actions, unless otherwise modified by the Court:

Ryan J. Clarkson
Yana Hart
Clarkson Law Firm, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Phone: (213) 788-4050

1.13 “Class Notice” means the three documents notifying Settlement Class Members, pursuant to the Notice Plan, of the Settlement, and the substance of those documents.

1.13.1 “Long Form Notice” refers to the proposed full Class Notice (also referred to as Notice of Settlement of Class Action) substantially in the form that is attached to this Agreement as Exhibit 2.

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1.13.2 “Short Form Notice” means the proposed summary Class Notice substantially in the form that is attached to this Agreement as Exhibit 3.

1.13.3 “Postcard Notice” refers to the proposed Postcard Notice substantially in the form that is attached to this Agreement as Exhibit 4.

1.13.4 “Notice Plan” means the plan for dissemination of Class Notice to be submitted to the Court in connection with a motion for preliminary approval of this Settlement, attached to this Agreement as Exhibit 5.

1.13.5 “Settlement Notice Date” means the date that the Settlement Administrator will send out notice to the Settlement Class. This is the first date on which notice is emailed or mailed to the Settlement Class, provided, however, that any re-emailing or re-mailing of such notice (including mailing the Postcard Notice to members of the Settlement Class as discussed in the Section 6.2 below) shall not affect or extend the Notice Date. The Notice Date shall be thirty (30) days after the Court issues the Preliminary Approval Order.

1.14 “Settlement Class Representatives” means named plaintiffs Mocha Gunaratna, Renee Camenforte, and Jami Kandel.

1.15 “Court” means the United States District Court for the Southern District of New York.

1.16 “Effective Date” means the first day after which all of the following events and conditions of this Settlement Agreement have occurred or have been met: (a) the Court has entered a Final Approval Order approving the Settlement; (b) the Court has entered judgment that has become final (“Final”) in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become Final. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.17 “Fees and Costs Award” means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.18 “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to grant final approval of the Settlement and to enter Judgment.

1.19 “Final Approval Order” means the order to be submitted to the Court in connection with a motion for final approval and the Final Approval Hearing substantially in the form attached hereto as Exhibit 6.

1.20 “Judgment” means the Court’s act of entering a final judgment on the docket. The Final Judgment is substantially in the form attached hereto as Exhibit 7.

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1.21 “Labeling” or “Label” means all written, printed, or graphic matter appearing upon the packaging or labeling of any of the Class Products, as well as all written, printed, or graphic matter used in the distribution or sale of any of the Class Products, including, without limitation, all information, representations, instructions, communications, statements, and pictorial content published or appearing in any advertising, promotions, commercials, displays, print media, websites, social media, television, and all other media platforms and outlets, describing, explaining, communicating about, and/or promoting any of the Class Products.

1.22 “Notice and Other Administrative Costs” means all costs and expenses actually incurred by the Settlement Administrator in administering the Settlement, including e-mailing, mailing and publication of Class Notice as provided herein and in the Notice Plan, establishment of the Settlement Website, the processing, handling, reviewing, and paying of claims made by Claimants, and paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants). All taxes on the income of the Settlement Fund, and any costs or expenses incurred in connection with the taxation of the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to be a Notice and Other Administrative Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. The Parties shall have no liability or responsibility for the payment of any such taxes.

1.23 “Objection Deadline” means the date by which Settlement Class Members must file with the Court a written statement objecting to any terms of the Settlement or to Class Counsel’s request for fees or expenses. The Parties will request that the Court set the Objection Deadline to be sixty (60) calendar days after the Settlement Notice Date.

1.24 “Opt-Out Deadline” means the deadline by which a Settlement Class Member must exercise their option to opt out of the Settlement so as not to release their claims as part of the Released Claims. The parties will request that the Court set the Opt-Out Deadline to coincide with the Objection Deadline.

1.25 “Person” means any individual, corporation, partnership, association, or any other legal entity.

1.26 “Plaintiffs” means the Settlement Class Representatives, either individually or on behalf of the Class.

1.27 “Preliminary Approval Date” means the date of entry of the Court’s order granting preliminary approval of the Settlement.

1.28 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with the motion for preliminary approval, substantially in the form attached hereto as Exhibit 8.

1.29 “Non-Monetary Relief” means the relief as set forth in detail in paragraph 5.1 below.

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1.30 “Proof of Purchase” means a receipt or other purchase record from Defendant, a third party commercial source, a Released Party, a removed UPC code, or other documentation reasonably establishing confirmation of purchase of the applicable Class Product during the Class Period in the United States.

1.31 “Released Claims” means the claims released by the Settlement Class Members via this Agreement.

1.32 “Released Parties” means all manufacturers, distributors, retailers, sellers, suppliers, and resellers of any of the Class Products, together with each of their direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, divisions, holding entities, past and present affiliates and banners, franchisees, distributors, wholesalers, retailers, advertising and production agencies, ingredient suppliers, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, contractors, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, and other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. For the avoidance of doubt, Released Parties includes, but is not limited to Defendant, Main Post Partners, Shiseido Americas Corporation, Dr. Dennis Gross, and Carrie Gross.

1.33 “Releasing Parties” means Plaintiffs, all Settlement Class Members, and any Person claiming by or through them, including any Person claiming to be their spouse, parent, child, heir, guardian, associate, co-owner, agent, insurer, administrator, devisee, predecessor, successor, assignee, equity interest holders or representatives of any kind (other than Class Counsel), shareholder, partner, member, director, employee or affiliate, and their heirs, executors, administrators, and assigns.

1.34 “Request for Exclusion” means the written submission submitted by a Settlement Class Member to be excluded from the Settlement consistent with the terms of this Agreement, which request shall include the requestor’s name, address, the name of the Action, and lawful signature.

1.35 “Service Award” means any award approved by the Court that is payable to the Settlement Class Representatives from the Total Settlement Fund.

1.36 “Settlement” means the resolution of this Action embodied in the terms of this Agreement.

1.37 “Total Settlement Fund” means the qualified settlement fund this Agreement obligates Defendant to fund in the amount of \$9,200,000, which is in the form of a non-reversionary common fund and is established in accordance with 26 C.F.R. §§ 1.468B-1(c) and (e)(1).

1.38 “Settlement Payment” means the amount to be paid to valid Claimants as detailed in Section 4.

1.39 “Settlement Website” means a website maintained by the Settlement Administrator to provide the Settlement Class with information relating to the Settlement.

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1.40 “Undertaking” means an agreement between Clarkson Law Firm, P.C. and Defendant substantially in the form that is attached to this Agreement as Exhibit 9.

2. SETTLEMENT FUND.

2.1 Settlement Consideration. Defendant agrees to establish a non-reversionary common fund of \$9,200,000 (the “Total Settlement Fund”), which shall be used to pay all Settlement expenses, including Notice and Other Administrative Costs; Fees and Costs Award; Service Awards; and Class Members’ Claims. Defendant shall not be liable to pay more than the amount of the Total Settlement Fund or to pay anything apart from the Total Settlement Fund. The Total Settlement Fund shall be established to pay the following: (1) Settlement Class Members’ claims, (2) the costs of class notice, (3) the costs of settlement administration, (4) Plaintiffs’ service awards, (5) Plaintiffs’ litigation expenses (in an amount awarded by the Court), and (6) Plaintiffs’ attorneys’ fees (in an amount awarded by the Court). The “Net Settlement Fund” shall be the amount of the Total Settlement Fund less any notice costs, settlement administration costs, Plaintiffs’ attorneys’ fees, and litigation expenses (in an amount awarded by the Court), and service awards (in an amount awarded by the Court).

2.2 Creation and Administration of Qualified Settlement Fund. The Settlement Administrator is authorized to establish the Settlement Fund under 26 C.F.R. §§ 1.468B-1(c) and (e)(1), to act as the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3), and to undertake all duties as administrator in accordance with the Treasury Regulations promulgated under § 1.468B of the Internal Revenue Code of 1986. All costs incurred by the Settlement Administrator operating as administrator of the Settlement Fund shall be construed as costs of Claims Administration and shall be borne solely by the Total Settlement Fund. Interest on the Settlement Fund shall inure to the benefit of the Settlement Class.

2.3 Defendant shall fund the Total Settlement Fund within 30 days following the Preliminary Approval Order.

3. ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS.

3.1 Application for Attorneys’ Fees and Costs. At least thirty (30) calendar days before the Objection Deadline, Class Counsel and Settlement Class Representatives shall file a motion, set for hearing on the same date as the Final Approval Hearing, requesting any Fees and Costs Award to be paid from the Settlement Fund. Class Counsel shall also apply for reimbursement of reasonable litigation costs and expenses to be paid from the Settlement Fund. Class Counsel will seek reimbursement of attorneys’ fees and costs of no more than \$3,900,000.00 in the aggregate. The Parties have not agreed on the amount of any attorneys’ fees, costs or expenses, and Defendant reserves the right to oppose or object to such amounts.

3.2 Application for Service Awards. Class Counsel shall also apply for Service Awards to the Settlement Class Representatives to be paid from the Settlement Fund. The Parties have not agreed on the amount of any service awards, and Defendant reserves the right to oppose or object to such amounts.

3.3 Distribution of Attorneys’ Fees and Costs. The Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount of attorneys’ fees and costs awarded

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by the Court within fourteen (14) calendar days of entry of Judgment, notwithstanding any appeals or any other proceedings which may delay the Effective Date of the Settlement, subject to an Undertaking from Clarkson Law Firm, P.C. Notwithstanding the foregoing, if for any reason the settlement, plaintiffs' attorneys' fees or litigation costs are overturned, reduced, vacated, or otherwise modified, Class Counsel shall be obligated by Court order to return any difference between the amount of the original award and any reduced award. If the Settlement remains in force, the difference shall be returned to the Settlement Fund; if the Settlement is not in force, the difference shall be returned to Defendant.

3.4 Distribution of Service Awards. Each Settlement Class Representative agrees she will not seek a Service Award of greater than \$5,000. Any Service Award approved by the Court for the Settlement Class Representatives shall be paid from the Settlement Fund in the form of a check or wire transfer to the Settlement Class Representatives that is sent care of Class Counsel within the earlier of thirty (30) calendar days after the Effective Date, or the date the Settlement Administrator begins making distributions to Claimants.

3.5 Settlement Independent of Award of Fees, Costs, and Service Awards. The awards of attorneys' fees and costs, and payment to the Settlement Class Representatives are subject to and dependent upon the Court's approval. However, this Settlement is not dependent or conditioned upon the Court's approving any requests by Class Counsel or the Settlement Class Representatives for such payments or awarding the particular amounts sought by Class Counsel and Settlement Class Representatives. In the event the Court declines Class Counsel's or the Settlement Class Representatives' requests or awards less than the amounts sought, this Settlement will continue to be effective and enforceable by the Parties, provided, however, that the Class Representatives and Class Counsel retain the right to appeal the amount of the Fees and Costs Award, even if the Settlement is otherwise approved by the Court.

4. CLAIMS PROCESS.

4.1 General Process. To obtain monetary relief as part of the Settlement, a Settlement Class Member must fill out and submit a Claim Form, completed online or in hard copy mailed to the Settlement Administrator.

4.1.1 Those Settlement Class Members who submit a Claim Form ("Claimants") will be asked to provide identifying information. The Claimant will have the opportunity to upload or otherwise provide proof of purchase evidencing their purchases.

4.1.2 The Claimant will be asked to identify how many Class Products they have purchased for personal or household use since March 10, 2016, and to certify that such Class Products were purchased for personal or household use and not for distribution or resale.

4.1.3 The Class Payment shall be fifty dollars (\$50) per Class Product purchased, up to a cap of two (2) Class Products without proof of purchase or ten (10) Class Products with proof of purchase. If the amount of the Net Settlement Fund is either less or more than the amount of the total direct payments and valid cash claims submitted by the Settlement Class Members, then the claims of each Settlement Class Member shall be decreased or increased, respectively, *pro rata*, to ensure the Net Settlement Fund is exhausted, with no reversion to Defendant, provided,

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however, that the per Class Product Class Payment shall not exceed one hundred dollars (\$100) per Class Product purchased (“**Payment Cap**”).

4.1.4 If, after Class Payments are increased to the Payment Cap, \$50,000 or more would remain in the Net Settlement Fund, the Parties will meet and confer regarding possible additional notice or other steps (to be paid for from the Net Settlement Fund) to increase total claims, and/or may agree to modify the allocation plan without notice to the Settlement Class, provided any such modification is approved by the Court.

4.1.5 Those Settlement Class Members whose payments are not cleared within one hundred and eighty (180) calendar days after issuance will be ineligible to receive a cash settlement benefit and the Settlement Administrator will have no further obligation to make any payment from the Settlement Fund pursuant to this Settlement Agreement or otherwise to such Class Member. Any amounts in the Net Settlement Fund not paid to Settlement Class Members shall be distributed to an appropriate *cy pres* charity or charities agreed upon by the Parties and approved by the Court; if the Parties cannot agree, they shall submit their respective proposals as part of preliminary and/or final approval briefing for a *cy pres* charity or charities to the Court and the Court shall select the *cy pres* charity or charities. Any uncashed or expired checks shall be distributed *cy pres* to a charity or charities selected according to the process described herein.

4.2 The Claim Form and Timing. The Claim Form will be available on the Settlement Website, and may be submitted to the Settlement Administrator online or by mail. A maximum of one Claim Form may be submitted for each Claimant and subsequent Claim Forms received from persons residing at the same address without proof of purchase will be rejected. Claim Forms must be submitted or postmarked on or before the Claims Deadline to be considered timely. The Claims Deadline shall be clearly and prominently stated in the Preliminary Approval Order, the Class Notice, on the Settlement Website, and on the Claim Form.

4.3 Substance of the Claim Form. In addition to information about the number of Class Products as set forth in Section 4.1 above, the Claim Form will request customary identifying information (including the Claimant’s name, address, email address, and telephone number), and may seek limited additional information from Claimants to provide reasonable bases for the Settlement Administrator to monitor for and detect fraud. Such additional information may include, for purchases at physical stores, retailers and locations (city and state) or, for online purchases, the website, at which the Class Products were purchased, the name of each Class Product, and the date (month and year) the purchase was made. The Claim Form also will require the Claimant to declare that the Class Products were not purchased for resale or distribution. In addition, the Claim Form will require the Claimant to declare that the information provided is true and correct to the best of the Claimant’s memory and understanding.

4.4 Claim Validation. The Settlement Administrator shall be responsible for reviewing all claims to determine their validity. The Settlement Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or with the terms of this Section 4, that is submitted after the Claims Deadline, or that the Settlement Administrator identifies as fraudulent. The Settlement Administrator shall retain sole discretion in accepting or rejecting claims.

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4.5 Timing of Distribution. The Settlement Administrator shall pay out approved Claims in accordance with the terms of this Agreement commencing within thirty (30) calendar days after the Effective Date, or as otherwise ordered by the Court. The Parties shall work with the Settlement Administrator to choose a manner of payment that is secure, cost-effective, and convenient for Claimants.

4.6 Taxes on Distribution. Any person that receives a Cash Award will be solely responsible for any taxes or tax-related expenses owed or incurred by that person by reason of that Award. Such taxes and tax-related expenses will not be paid from the Settlement Fund. In no event will Defendant, the Settlement Class Representatives, Class Counsel, the Settlement Administrator, or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the issuance of Cash Awards or other payments made from the Settlement Fund to Settlement Class Representatives, Settlement Class Members, or any other person or entity.

4.7 No Unclaimed Property Rights. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not file valid Claims.

5. NON-MONETARY RELIEF.

5.1 Defendant discontinued sale of the Class Products, which contained the advertising claims challenged in the Actions, in 2022. As part of this settlement, Defendant and its successors in interest agree not to relaunch cosmetics using the “C+Collagen” name and without actual collagen.

5.1.1 Exhaustion of Inventory. For the avoidance of doubt, the Released Parties, including Defendant, (i) shall be permitted to sell existing Class Product inventory and Class Products manufactured prior to 2022; (ii) shall not be required to withdraw, destroy, or recall any Class Products; and (iii) shall not be obligated to modify or replace existing promotional materials already in the hands of third parties.

6. CLASS NOTICE AND CLAIMS ADMINISTRATION.

6.1 Email Notice. Defendant will provide to the Settlement Administrator (but not to Class Counsel) the names, addresses, and email addresses for all members of the Settlement Class for whom it has records within 30 days of the date of entry of the Preliminary Approval Order. The Parties have obtained contact information from certain of DDG’s resellers. The Settlement Administrator shall commence e-mailing the Short Form Notice on the Settlement Notice Date.

6.2 Postcard Notice. For members of the Settlement Class for whom Defendant and/or the Settlement Administrator has street addresses, the Settlement Administrator will mail to each such member of the Settlement Class for whom a mailing address can be located a Postcard Notice. The Settlement Administrator shall commence mailing of Postcard Notice on the Settlement Notice Date.

6.3 Publication Notice. The Settlement Administrator shall implement published notice of the Settlement to the Settlement Class through advertisements in suitable media,

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including through appropriate internet and social media channels, to be agreed upon by the Parties in consultation with the Settlement Administrator and set forth in the Notice Plan to be submitted to and approved by the Court. Published notice will be implemented by the Settlement Administrator and shall commence on the Settlement Notice Date and continue for 30 days thereafter. The ads will provide a link to the Settlement Website and contact information for the Settlement Administrator. The selection of websites and the content of the ads shall be subject to Defendant's approval.

6.4 Settlement Administrator. The Settlement Administrator shall assist with various administrative tasks including, without limitation:

6.4.1 Establishing and operating the Settlement Fund;

6.4.2 Arranging for the dissemination of the Class Notice pursuant to the Notice Plan agreed to by the Parties and approved by the Court;

6.4.3 Assisting in the distribution to the United States Department of Justice and to State Attorneys General, within ten (10) days after the Parties present this Agreement to the Court for Preliminary Approval, of the notices of settlement required by the Class Action Fairness Act;

6.4.4 Making any other mailings required under the terms of this Agreement or any Court order or law, including handling returned mail;

6.4.5 Answering inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel;

6.4.6 Receiving and maintaining Requests for Exclusion;

6.4.7 Establishing a Settlement Website;

6.4.8 Establishing a toll-free informational telephone number for Settlement Class Members;

6.4.9 Receiving and processing (including monitoring for fraud and validating or rejecting) Settlement Class Member Claims and distributing payments to Settlement Class Members;

6.4.10 Providing regular updates on the Claims status to counsel for all Parties;

6.4.11 Preparing a declaration attesting to compliance with the Notice Plan; and

6.4.12 Otherwise assisting with the implementation and administration of the Settlement.

6.5 Timing of Class Notice. Class Notice will commence no later than thirty (30) calendar days following entry of the Preliminary Approval Order ("Settlement Notice Date").

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6.6 Opt-Out Procedures. Settlement Class members who wish to opt out of and be excluded from the Settlement must submit a Request for Exclusion to the Settlement Administrator, postmarked or received no later than the Opt-Out Deadline. The Request for Exclusion must be personally completed and submitted by each Settlement Class member or their attorney, and so-called “mass” or “class” opt-outs shall not be permitted or recognized. The Settlement Administrator shall periodically notify Class Counsel and Defendant’s counsel of any Requests for Exclusion. All Settlement Class members who submit a timely, valid Request for Exclusion will be excluded from the Settlement Class and will not be bound by the terms of this Agreement, and all Settlement Class Members who do not submit a timely, valid Request for Exclusion will be bound by this Agreement and the Judgment, including the releases in Section 8 below.

6.7 Procedures for Objecting to the Settlement. Settlement Class Members have the right to appear and show cause why the Settlement should not be granted final approval, subject to each of the provisions of this paragraph:

6.7.1 Timely Written Objection Required. Any objection (“Objection”) to the Settlement must be in writing, postmarked on or before the Objection Deadline, and sent to the Claims Administrator at the addresses set forth in the Class Notice. The Settlement Administrator shall immediately forward to Class Counsel and Defendant’s counsel any Objection submitted to the Settlement Administrator, after which Class Counsel shall timely file any Objection with the court.

6.7.2 Form of Written Objection. Any objection regarding or related to the Settlement must contain (i) a caption or title that clearly identifies the Action and that the document is an objection, (ii) information sufficient to identify and contact the objecting Settlement Class Member or their attorney if represented, (iii) information sufficient to establish the person’s standing as a Settlement Class Member, (iv) a clear and concise statement of the Settlement Class Member’s objection, as well as any facts and law supporting the objection, (v) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector’s attorney (if applicable) has objected to a propose class action settlement, the general nature of such prior objection(s), and the outcome of said prior objection(s), (vi) the objector’s signature, and (vii) the signature of the objector’s counsel, if any. The Court may, but is not required to, hear Objections in substantial compliance with these requirements, so Settlement Class Members should satisfy all requirements.

6.7.3 Authorization of Objections Filed by Attorneys Representing Objectors. Settlement Class Members may object either on their own or through an attorney hired at their own expense, but a Settlement Class Member represented by an attorney must sign either the Objection itself, or execute a separate declaration stating that the Class Member authorizes the filing of the Objection.

6.7.4 Effect of Both Opting Out and Objecting. If a Settlement Class Member submits both an Opt-Out Form and Objection, the Settlement Class Member will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Settlement Class Member who has not timely submitted a completed Opt-Out Form will be bound by the terms of the Agreement and Judgment upon the Court’s final approval of the Settlement.

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6.7.5 Appearance at Final Approval Hearing. Objecting Settlement Class Members may appear at the Final Approval Hearing and be heard. If an objecting Settlement Class Member chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court or postmarked no later than the Objection Deadline.

6.7.6 Right to Discovery. Upon Court order, the Parties will have the right to obtain document discovery from and take depositions of any Objecting Settlement Class Member on topics relevant to the Objection.

6.7.7 Response to Objections. The Parties shall have the right, but not the obligation, either jointly or individually, to respond to any objection, with a written response due the same day as the motion for final approval, or as otherwise ordered by the Court.

6.7.8 Effect of Non-Objection. A Settlement Class Member who does not file and serve a timely written objection is bound by this Settlement and the final Judgment in the Actions and may not later object or appeal from the entry of any order approving the Settlement.

7. COURT APPROVAL.

7.1 Preliminary Approval. Plaintiffs will submit to the Court this Agreement, and will request via unopposed motion that the Court enter the Preliminary Approval Order in substantially similar form as the proposed order attached as Exhibit 7. In the motion for preliminary approval, Plaintiffs will request that the Court grant preliminary approval of the proposed Settlement, provisionally certify the Class for settlement purposes and appoint Class Counsel, approve the forms of Notice and find that the Notice Plan satisfies Due Process, and schedule a Final Approval Hearing to determine whether the Settlement should be granted final approval, whether an application for attorneys' fees and costs should be granted, and whether an application for service awards should be granted. Class Counsel shall submit filings pertaining to this preliminary approval in a neutral manner where doing so would not prejudice the Settlement Class.

7.2 Final Approval. A Final Approval Hearing to determine final approval of the Agreement shall be scheduled as soon as practicable, subject to the calendar of the Court, Court, but no sooner than one hundred twenty (120) calendar days after the Preliminary Approval Date. If the Court issues the Preliminary Approval Order and all other conditions precedent of the Settlement have been satisfied, no later than fourteen (14) calendar days before the Final Approval Hearing all Parties will request, individually or collectively, that the Court enter the Final Approval Order in substantially similar form as the proposed order attached as Exhibit 4, with Class Counsel filing a memorandum of points and authorities in support of the motion and in response to any objections. Defendant may, but is not required to, file a memorandum in support of the motion or in response to any objections. Class Counsel shall submit filings pertaining to this Final Approval in a neutral manner where doing so would not prejudice the Settlement Class.

7.3 Failure to Obtain Approval. If this Agreement is not given preliminary or final approval by the Court, or if an appellate court reverses final approval of the Agreement, the Parties will be restored to their respective places in the litigation. In such event, the terms and provisions of this Agreement will have no further force or effect; the Parties' rights and defenses will be

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restored, without prejudice, to their respective positions as if this Agreement had never been executed; and any orders entered by the Court in connection with this Agreement will be vacated.

8. RELEASE.

8.1 Effect. By executing this Agreement, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, and the Settlement amount being fully funded, the Actions shall be dismissed with prejudice, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order and Judgment shall provide for and effect the full and final release, by the Releasing Parties, of all Released Claims, consistent with the terms of this Agreement. The relief provided for in this Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against the Released Parties related to the Released Claims.

8.2 Scope of Release. The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements, judgments, actions, suits, causes of action, contracts or agreements, extra-contractual claims, damages of any kind, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether at law or in equity, accrued or unaccrued, whether previously existing, existing now or arising in the future, whether direct, individual, representative, or class, of every nature, kind and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the Preliminary Approval Order and that: (a) is or are based on any act, omission, inadequacy, statement, communication, representation (express or implied), harm, injury, matter, cause, or event of any kind related in any way to any Class Product; (b) involves legal claims related to the Class Products that have been asserted in the Actions or could have been asserted in the Actions; or (c) involves the advertising, marketing, promotion, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, communications or statements about the Class Products, packaging or Labeling of the Class Products (collectively, the "Released Claims").

8.3 Waiver. Without limiting the foregoing, the Released Claims specifically extend to and include claims related to the Class Products that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement and the releases contained herein become effective, including, without limitation, any Released Claims that if known, might have affected the Plaintiffs' settlement with and release of the Releasees, or might have affected a decision to object to or Opt-Out of this Settlement (the "Unknown Claims"). 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

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

8.4 Later Discovered Facts. The Releasing Parties understand and acknowledge the significance of these waivers of section 1542 of the California Civil Code 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 Releasing Parties 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 Actions and the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, 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 at any time.

8.5 Claim Preclusion. Each of the Releasing Parties shall forever refrain, whether directly or indirectly, from instituting, filing, maintaining, prosecuting, assisting with or continuing any suit, action, claim, or proceeding against any of the Released Parties in connection with any of the Released Claims (a “Precluded Action”). If any of the Releasing Parties do institute, file, maintain, prosecute, or continue any such Precluded Action, Plaintiffs and Class Counsel shall cooperate with the efforts of any of the Released Parties to obtain dismissal with prejudice. The releases provided for herein shall be a complete defense to, and will preclude, any Released Claim in any suit, action, claim, or proceeding. The Final Approval Order shall further provide for and effect the release of all known or unknown claims (including Unknown Claims) 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, contingent or absolute, that the Released Parties now have against Plaintiffs, Settlement Class Representatives, or Class Counsel, by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Actions, except with respect to any breach of the terms of this Agreement by any of Plaintiffs, Settlement Class Representatives, or Class Counsel.

8.6 Court Retains Jurisdiction. The Court shall retain jurisdiction over the Parties and this Agreement with respect to the future performance of the terms of this Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

8.7 Covenant Not to Sue. Plaintiffs agree and covenant, and each Settlement Class Member who has not opted out will be deemed to have agreed and covenanted, not to sue any of Released Parties, with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

8.8 Release of Settlement Class Representatives and Class Counsel. Upon the Effective Date, Defendant will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, discharged, and covenanted not to sue Settlement Class Representatives and Class Counsel from any and all claims, demands, rights, suits, liabilities, and causes of action, whether past, present, or future, known or unknown, asserted or unasserted, that arise out of or relate to the filing and conduct of the Actions.

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9. TERMINATION.

9.1 Exclusion list. No later than fifteen (15) days after the Opt-Out Deadline, the Settlement Administrator will provide Class Counsel and DDG's Counsel with the list of persons who have timely and validly excluded themselves from the Settlement.

9.2 Defendant's Option to Terminate. If 5% or more of the members of the Settlement Class validly and timely exclude themselves from the Settlement, then Defendant shall have the option to rescind this Agreement, in which case all of Defendant's obligations under this Agreement shall cease to be of any force and effect, and this Agreement shall be rescinded, cancelled, and annulled. If Defendant exercises this option, it shall provide Plaintiffs with written notice of its election within fifteen (15) days of receiving the exclusion list from the Settlement Administrator, at which point the Parties shall return to their respective positions that existed prior to the execution of this Agreement. No term of this Agreement or any draft thereof, or the negotiation, documentation, or other part of aspect of the Parties' settlement discussions, or any filings or orders respecting the Settlement or any aspect of the Settlement, shall have any effect or be admissible as evidence for any purpose in the Actions, or in any other proceeding.

10. NO ADMISSION OF LIABILITY.

10.1 No Admission of Liability. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Actions on the terms stated in this Agreement to avoid further expense, inconvenience, and burden, and therefore has determined that this Settlement Agreement on the terms set forth herein is in Defendant's best interests. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions, and denies the material allegations of all the complaints filed in the Actions. Neither the Settlement Agreement nor any actions taken to carry out the Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any Party, including but not limited to an admission that the Actions are properly brought on a class or representative basis, or that a class or classes may be certified, other than for settlement purposes. Neither the Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission, concession, presumption, inference, or evidence thereof of any wrongdoing by Defendant or of the appropriateness of these or similar claims for class certification in any proceeding.

11. DEFENDANT'S POSITION ON CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS.

11.1 Conditional Certification of Settlement Class. Solely for purposes of avoiding the expense and inconvenience of further litigation, Defendant does not oppose the certification of the Settlement Class for the purposes of this Settlement only. Preliminary certification of the Settlement Class will not be deemed a concession that certification of a litigation class or any subclass is appropriate, nor will Defendant be precluded from challenging class certification in further proceedings in the Actions or in any other actions if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for

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any reason whatsoever, and said failure to obtain final approval is conclusive after any and all appeals, Defendant's stipulation not to oppose certification only for purposes of effectuating this Settlement will be automatically rescinded, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Actions or any other judicial proceeding. No agreements made by or entered into by Defendant in connection with the Settlement Agreement may be used by Plaintiffs, any Settlement Class Member, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Actions or any other judicial proceeding.

12. MISCELLANEOUS.

12.1 Change of Time Periods. The time periods and/or dates described in this Settlement Agreement are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

12.2 Time for Compliance. If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

12.3 Entire Agreement. This Agreement shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein.

12.4 Notices Under Agreement. All notices or mailings required by this Agreement to be provided to or approved by Class Counsel, Defense Counsel, or either Party, or otherwise made pursuant to this Agreement, shall be provided as follows:

If to Settlement Class Representatives or Class Counsel

Ryan Clarkson
rclarkson@clarksonlawfirm.com
Clarkson Law Firm, P.C.
25525 Pacific Coast Highway
Malibu, CA 90265

If to Defendant or Defense Counsel

Claudia Vetesi
CVetesi@mofo.com
Morrison & Foerster LLP
425 Market Street

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San Francisco, CA 94105

And

Jason Kerr
JasonKerr@ppktrial.com
PRICE PARKINSON & KERR, PLLC
5742 West Harold Gatty Drive
Salt Lake City, Utah 84116

12.5 Good Faith. The Parties acknowledge that each intends to implement the Agreement. The Parties have at all times acted in good faith and shall continue to, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

12.6 Parties Accept Risk of Changes in Fact and Law. Each Party, including Plaintiffs on behalf of themselves and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that Party to be true or applicable, this Agreement shall nevertheless remain effective.

12.7 Binding on Successors. Except as specifically provided herein, this Agreement is binding on, and shall inure to the benefit of, the Parties, the Released Parties, and their respective direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, contractors, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. All Released Parties other than Defendant, which is a Party, are intended to be third-party beneficiaries of this Agreement.

12.8 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 Actions or any other proceeding for any purpose whatsoever. However, the Released Parties may file this Agreement and Final Approval Order in any action or proceeding that may be brought against them in any jurisdiction 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.

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12.9 No Reliance on Other Representations. No Party has relied on any statement, representation, omission, inducement, or promise of any 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.

12.10 Arms'-Length Negotiations. This Agreement compromises claims that are contested, and the Parties agree that the consideration provided to the Settlement Class and other terms of this Agreement were negotiated in good faith and at arms' length by the Parties, and reflect an Agreement that was reached voluntarily, after consultation with competent legal counsel, and guided in part by the Parties' private mediation with the Honorable Judge Peter Lichtman (Ret.) of Signature Resolution.

12.11 The Parties reached the Agreement after considering the risks and benefits of litigation. The determination of the terms of, and the drafting of, this Agreement, have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application.

12.12 Confidentiality. The Parties, Class Counsel, and Defendant's Counsel agree that until publication of this Agreement by submission to the Court, the terms of this Agreement and all associated documents and communications, including the negotiations leading to the execution of the Agreement and all submissions and arguments related to the mediation, shall not be disclosed by the Parties, Class Counsel, and Defendant's Counsel other than as necessary to finalize the Settlement and Notice Plan. Upon publication of the Agreement by submission to the Court, the nondisclosure obligations set forth here will no longer apply, but such obligations will continue to apply to the Parties' mediations, submissions in the mediations, and any settlement related negotiations leading to the execution of the Agreement.

12.13 Non-Disparagement. Class Counsel and the Settlement Class Representatives agree to refrain from disparaging Defendant or Main Post Partners, Shiseido Americas Corporation, Dr. Dennis Gross, Carrie Gross, the Class Products, Defendant's counsel, Defendant's parent companies, subsidiaries, affiliates, successors or assigns and Defendant's past, present, or future direct or indirect parents (collectively, "Related Entities"), in the media regarding the issues in the Actions. Defendant and Related Entities agree to refrain from disparaging Class Counsel and the Settlement Class Representatives in the media regarding the issues in the Actions. Provided, however, that nothing in this paragraph shall prohibit Class Counsel, Settlement Class Representatives, Defendant or Related Entities from discussing or commenting regarding any public facts about the Settlement, the Actions and Court orders in the Actions.

12.14 Independent Advice. Each Party has had the opportunity to receive, and has received, independent legal advice from his, 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.

12.15 Requisite Corporate Power. Defendant represents and warrants, severally and not jointly, that: (a) it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) the

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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 the Defendant; and (c) the Agreement has been duly and validly executed and delivered by the Defendant and constitutes its legal, valid, and binding obligation.

12.16 Reasonable Best Efforts to Effectuate. The Parties acknowledge that it is their intent to consummate this Agreement, and agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Parties further agree they will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

12.17 No Other Consideration. Each Settlement Class Representative represents and warrants, severally and not jointly, that he is entering into the Agreement on behalf of himself individually and as a proposed representative of the Settlement Class Members, of his own free will and without the receipt of any consideration other than what is provided in this Agreement or disclosed to, and authorized by, the Court. Each Settlement Class Representative represents and warrants, severally and not jointly, that he has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he will not file an Opt-Out request or object to this Agreement.

12.18 Non-assignment. Plaintiffs represent and warrant, severally and not jointly, that no portion of any Released Claim or claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Actions or pertaining to their purchase and/or use of the Class Products and/or the design, manufacture, testing, marketing, Labeling, packaging, or sale of the Class Products 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 Person 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.

12.19 Stay Pending Court Approval. Plaintiffs' Counsel and Defendant's Counsel agree to stay all proceedings in the Actions, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Actions.

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

12.21 Variance; Dollars. 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). All references in this Agreement to "Dollars" or "\$" shall refer to United States dollars.

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

12.23 Modification in Writing Only. This Agreement and any and all parts of it may be amended, modified, changed, or waived only by Court order or a writing signed by duly authorized agents of Defendant and Plaintiffs.

12.24 Headings. The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.25 Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of New York, without regard to conflicts of law.

12.26 Continuing Jurisdiction. After entry of the Judgment, the Court shall have continuing jurisdiction over the *Kandel* Action solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

12.27 Execution. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Photocopies and electronic copies (e.g., PDF copies) shall be given the same force and effect as original signed documents.


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Dated: 6/18/2024



Mocha Gunaratna

Dated: 6/17/2024



Renee Camenforte

Dated: 6/18/2024



Jami Kandel


Dated: _____

Dr. Dennis Gross Skincare, LLC
By: _____
Its: _____

APPROVED AS TO FORM:

DATED: June 18, 2024

CLARKSON LAW FIRM, P.C.



Ryan J. Clarkson
Yana Hart
Tiara Avanness

*Attorneys for Plaintiffs and the
Settlement Class*

**PRICE PARKINSON & KERR,
PLLC**

DATED: June ___, 2024

Steven Garff
Jason M. Kerr
David Parkinson


Attorneys for Defendant

Dated: 6/18/2024



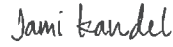
Mocha Gunaratna

Dated: 6/17/2024



Renee Camentorte

Dated: 6/18/2024



Jami Kandel


Dated: _____

Dr. Dennis Gross Skincare, LLC
By: _____
Its: _____

APPROVED AS TO FORM:

DATED: June 18, 2024

CLARKSON LAW FIRM, P.C.




Ryan J. Clarkson
Yana Hart
Tiara Avanness

*Attorneys for Plaintiffs and the
Settlement Class*

DATED: June 21, 2024

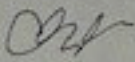
**PRICE PARKINSON & KERR,
PLLC**



Steven Garff
Jason M. Kerr
David Parkinson

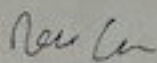
Attorneys for Defendant

Dated: 6/18/2024



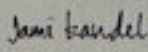
Mocha Gunaratna

Dated: 6/17/2024



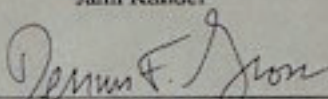
Renee Camentorte

Dated: 6/18/2024



Jami Kandel

Dated: 6/23/2024




Dr. Dennis Gross Skincare, LLC
By: Dennis Gross
Its: principal

APPROVED AS TO FORM:

DATED: June 18, 2024

CLARKSON LAW FIRM, P.C.



Ryan J. Clarkson
Yana Hart
Tiara Avanness

*Attorneys for Plaintiffs and the
Settlement Class*

**PRICE PARKINSON & KERR,
PLLC**

DATED: June __, 2024

Steven Garff
Jason M. Kerr
David Parkinson

Attorneys for Defendant

DATED: June 24, 2024

**MORRISON & FOERSTER
LLP**



Claudia M. Vetesi
Adam Hunt

Attorneys for Defendant