E-Served: Aug 29 2025 2:44PM PDT Via Case Anywhere

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
23586 Calabasas Rd., Suite 105
Calabasas, California 91302
Phone: (323) 306-4234
tfriedman@toddflaw.com
abacon@toddflaw.com

Michael R. Reese (SBN 206773)
REESE LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
mreese@reesellp.com
Phone: (212) 643-0500
mreese@reesellp.com

Proposed Co-Lead Counsel for the Class

FILED
Superior Court of California
County of Los Angeles
JUL 15 2026
David W. Slayton, Executive Officer/Clerk of Court
By: T. Lewis, Deputy

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

Date: July 15 2026
Time: 11:00 a.m.
Dept.: 11

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Preliminary Approval of Class Action Settlement came before this Court, on ~~December 9, 2025~~ July 15 2026 at 11:00am at 9:00 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 11 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~~	July 30 2026
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	Aug 29 2026
c.	Claim Submission Deadline (90 days from the Notice Date):	DATE	Nov 27 2026
d.	Objection/Exclusion Deadline (45 days from the Notice Date):	DATE	Oct 13 2026
e.	Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement:	DATE	JAN 22 2027
f.	Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Incentive Award:	DATE	SEPT 29 2026
g.	Deadline for Settlement	DATE	~~JAN 17 2027~~

	Administrator to Submit Declaration Detailing Claims/Opt Outs/Objections (no later than 7 days prior to the Final Approval Hearing):		FEB 23 2027
h.	Deadline to Submit Any Responses to Objections and/or Reply Brief (no later than 14 days prior to the Final Approval Hearing:	DATE	FEB 16 2027
i.	Final Approval Hearing Date:	DATE	MARCH 2 2027 10:00 am

IT IS SO ORDERED.

Dated: July 15, 2026~~, 2025~~

BY _____
Honorable ~~David S. Cunningham III~~
Judge of the Superior Court of the State of California County of Los Angeles
HON. BRUCE G. IWASAKI

FOR PLAINTIFFS: Michael Reese M. Reese

FOR DEFENDANT: AMIT RANA