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

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.

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.

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.

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

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

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.

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.

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,

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,

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

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;

(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

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

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

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.

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

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.,

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

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

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

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.

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.

7.2.5 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

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

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,

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.

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

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 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

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

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

Dan Larson

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