

# EXHIBIT A

## Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC,*  
Case No. 1:23-cv-01967-ER

**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

**CONFIDENTIAL Settlement Communication (FRE 408)**

**June 14, 2024**

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*



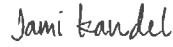
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Mocha Gunaratna

Dated: 6/17/2024

  
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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*

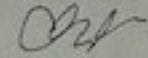
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**PRICE PARKINSON & KERR,  
PLLC**

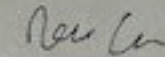
  
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Steven Garff  
Jason M. Kerr  
David Parkinson

*Attorneys for Defendant*

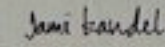
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Mocha Gunaratna

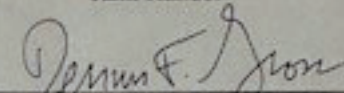
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Renee Camentorte

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 Avanes

*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 Vetesi*

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Claudia M. Vetesi  
Adam Hunt

*Attorneys for Defendant*

# EXHIBIT 1

## **Claim Form**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**Settlement Proof of Claim Form**

**If you purchased** any of the Dr. Dennis Gross Skincare, LLC’s “C+Collagen” Products (the “Class Products”) in the United States, for personal or household use and not for resale or distribution between March 10, 2016, and [Date Of Preliminary Approval] (collectively referred to as the “Settlement Class”), then you may be eligible to participate in the benefits of the proposed settlement in ***Kandel v. Dr. Dennis Gross Skincare, LLC***. To participate, you must fill this claim form out completely and either (i) mail it to the address given below, or (ii) submit it online through the Settlement website below. This Claim form must be postmarked or electronically filed no later than \_\_\_\_\_, 2024. If you provide incomplete or inaccurate information, your claim may be denied.

- Please read the full notice of this settlement (available at) carefully before filling out this Form.
- To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must complete or submit your claim form online or by mail:  
**ONLINE:** Visit [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com) and submit your claim online; or  
**MAIL:** Dr. Dennis Gross C+Collagen Products, P.O. Box \_\_\_\_\_.
- Keep a copy of your completed Claim Form for your records. Any documents you submit with your Claim Form cannot be returned.
- If your claim is rejected for any reason, the Settlement Administrator will notify you of the rejection and the reasons for such rejection.

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**PART A: CLAIMANT INFORMATION**

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FIRST NAME	LAST NAME	
STREET ADDRESS		
STREET ADDRESS 2		
CITY	STATE	ZIP CODE
EMAIL ADDRESS	PHONE NUMBER	

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**PART B: PURCHASE INFORMATION**

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- To be eligible for a payment you must not have previously received a refund for your purchase of the Class Product.
- To qualify for cash, you must have purchased one or more Class Products.
  - a. If you provide a receipt or other proof of purchase for the Class Products, you will receive a cash refund of Fifty Dollars (\$50) per Class Product purchased with a cap of ten (10) Class Products.
  - b. If you do not provide a receipt or other proof of purchase for the Class Products, but complete this Claim Form under penalty of perjury, you will receive a cash refund of Fifty Dollars (\$50) per Class Product purchased with a cap of two (2) Class Products.
  - c. If the amount in the Net Settlement (net of costs of notice and settlement administration, Settlement Class Counsel’s attorneys’ fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. *Pro rata* upward adjustment of cash claims shall be capped at one hundred dollars (\$100) per Class Product. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*.
- Please fill out the chart below identifying the purchase transaction(s) for which you are making a claim:

**TOTAL NUMBER OF CLASS PRODUCTS**

Write the **total number** of Class Products you purchased in the United States between March 10, 2016 and [Date of Preliminary Approval] in the chart below:

Product Purchased	Check all that apply	Quantity of Products Purchased	Approximate Date of Purchase (Month and Year)
C+Collagen Serum	<input type="checkbox"/>		
C+Collagen Eye Cream	<input type="checkbox"/>		
C+Collagen Mist	<input type="checkbox"/>		
C+Collagen Deep Cream	<input type="checkbox"/>		
C+Collagen Mask	<input type="checkbox"/>		

Please choose **one** of the following:

(a) Check here if you are uploading or mailing Proof of Purchase documentation with this claim form:

If you are submitting this Claim Form by mail, please mail a copy of your receipt(s) memorializing the purchase of the Class Products along with this Claim Form to Dr. Dennis Gross Skincare Lawsuit Administrator, P.O. Box \_\_\_\_\_.

(b) Check here if you are making a claim without a Proof of Purchase (limit of two claims without proof of purchase).

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

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

**PART C: ATTESTATION UNDER PENALTY OF PERJURY**

I declare under penalty of perjury under the laws of the United States of America that I purchased the products listed between March 10, 2016 and [Date of Preliminary Approval] that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review and that I may be required to provide additional information to establish that my claim is valid. I also understand that by submitting this claim, I am releasing all Released Claims, as detailed in the Notice of the Proposed Class Action Settlement.

SIGNATURE

DATE

[INSERT QR CODE]

**CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

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

# EXHIBIT 2

## **Long-Form Notice**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

# If you bought any of the Dr. Dennis Gross’ “C+Collagen” Products between March 10, 2016, and [Date of Preliminary Approval], then you may be entitled to compensation.

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



A settlement has been reached between Dr. Dennis Gross Skincare, LLC (“Defendant” or “DDG”) and Jami Kandel, Mocha Gunaratna, and Renee Camenforte (“Settlement Class Representatives” or “Plaintiffs”), individually and on behalf of the Settlement Class. The Settlement resolves class action lawsuits alleging that: (1) Dr. Dennis Gross Skincare owns, manufactures, and distributes products labeled as “C+Collagen” and purporting to contain collagen, when in reality, the products do not contain any collagen; (2) Settlement Class members lost money in the form of the price premium they paid for products as a result of the label. Defendant denies the allegations, contends that the products contain Vitamin C, which promotes production of collagen in human skin, and further denies that it did anything unlawful or improper. The Court did not rule in favor of either side. The parties agreed to the Settlement to avoid the expense and risks of the lawsuit.

- You are a Settlement Class member if you purchased any C+Collagen Product in the United States, for personal or household use and not for resale or distribution, whether sold alone or in combination with other products (“Class Products”), between March 10, 2016 and [Date of Preliminary Approval] (the “Class Period”).
- Settlement Class Members who purchased any of the Class Products during the Class Period may submit a claim to receive Fifty Dollars (\$50) per Class Product purchased, capped at two (2) or ten (10) Class Products, depending on whether they submit proof of purchase.



- Settlement Class Members who purchased a Class Product during the Class Period and provide a receipt will receive a cash refund of Fifty Dollars (\$50) per Class Product purchased, with a cap of ten (10) Class Products.
- Settlement Class Members who purchased a Class Product during the Class Period and do not provide a receipt, but complete the Claim Form under penalty of perjury, will receive a cash refund of Fifty Dollars (\$50) per Class Product purchased with a cap of two (2) Class Products.
- Each Settlement Class Member may submit a claim either electronically through a settlement website or by mail.
- If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel’s attorneys’ fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. *Pro rata* upward adjustment of cash claims shall be capped at one hundred dollars (\$100) per Class Product. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*.

**Please read this Notice carefully and in its entirety. Your rights may be affected by the Settlement of this lawsuit, and you have a choice to make now about how to act:**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
SUBMIT A VALID CLAIM BY [SIXTY (60) CALENDAR DAYS AFTER SETTLEMENT NOTICE DATE], 2024	The only way to get a cash payment, is if you submit a valid claim and qualify.
EXCLUDE YOURSELF FROM THE CLASS BY [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024	You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024	Tell the Court about why you don’t like the Settlement.
GO TO A HEARING ON [DATE OF FINAL APPROVAL HEARING], 2024	Ask to speak in Court about the Settlement.
DO NOTHING	Get no benefits. Give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
 PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

- These rights and options—and the deadlines to exercise them—are explained in this notice.
  
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash payments for valid claims will be issued only if the Court approves the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The case is known as *Kandel, et al., v. Dr. Dennis Gross Skincare, LLC*, Case No. 1:23-cv-01967-ER, currently pending in the U.S. District Court for the Southern District of New York. The Plaintiffs (Jami Kandel, Mocha Gunaratna, and Renee Camenforte) are suing the company Dr. Dennis Gross Skincare, LLC, the Defendant.

### 2. What is the lawsuit about?

On March 10, 2020, a class action lawsuit was filed against Defendant Dr. Dennis Gross Skincare, LLC, entitled *Gunaratna, et al v. Dr. Dennis Gross Skincare, LLC*, in United States District Court for the Central District of California, Case No. 2:20-cv-02311-MWF-GJS, alleging that: (1) Defendant owns, manufactures, and distributes products labeled as “C + Collagen” and purporting to contain collagen, when in reality, the products do not contain any collagen; and (2) Class Members lost money in the form of the price premium they paid for the “C+ Collagen” products—that is, had they known that the products did not contain collagen, they would not have purchased the products, let alone paid a “premium” for them. Plaintiffs seek injunctive relief, restitutionary, actual, statutory, compensatory, and punitive damages, as well as reasonable attorneys’ fees and costs.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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On March 7, 2024, a similar class action lawsuit was filed against Defendant Dr. Dennis Gross Skincare, LLC, entitled *Kandel, et al v. Dr. Dennis Gross Skincare, LLC*, in United States District Court for the Southern District of New York, Case No. 1:23-cv-01967-ER, alleging the same claims against Defendant as the California action. On March 26, 2024, the New York action was amended to include the California class and California class representatives. (Collectively, these two lawsuits are referred to as "Actions").

Defendant contends that the products contain Vitamin C, which promotes production of collagen in human skin, among other arguments. Defendant denies that it charged a premium and asserts that consumers suffered no harm because they received what they paid for. Defendant denies all the allegations and claims in these cases and denies that it did anything unlawful or improper.

### 3. Why is this a class action?

In a class action one or more people called "class representatives" (in this case, the named Plaintiffs are Jami Kandel, Mocha Gunaratna, and Renee Camenforte) sue on behalf of people who have similar claims. All of these people or entities are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class.

### 4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further litigation and trial. The settlement does *not* mean that any law was broken. Defendant denies all of the legal claims in this case. The Class Representatives and the lawyers representing them think the settlement is best for all Settlement Class members.

## WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class Member.

### 5. How do I know if I am part of the Settlement?

You are a member of the Settlement Class if you purchased DDG's C+Collagen Deep Cream, C+Collagen Serum, C+Collagen Mist, C+Collagen Eye Cream or C+Collagen Mask, or any other products sold with the C+Collagen label, whether sold alone or in combination with other products, in the United States, for personal or household use and not for resale or distribution, between March 10, 2016, and [Date of Preliminary Approval]. This time period is referred to as the "Class Period." Excluded from the Settlement Class are the presiding judges in the Actions, any member of those judges' immediate families, Defendant, any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, counsel for the Parties, and any persons who timely opt-out of the Settlement Class.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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## 6. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Settlement Class, call XXXXXXXX or go to [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 7. What does the Settlement provide?

Dr. Dennis Gross Skincare, LLC, has agreed to make available a Total Settlement Fund of Nine Million Two Hundred Thousand Dollars (\$9,200,000) ("Total Settlement Fund"). Settlement Class Members who submit a valid Claim may receive a benefit from the Settlement Fund.

Settlement Class Members who previously purchased any of the Class Products during the Class Period may submit a claim to receive Fifty Dollars (\$50) per Class Product purchased capped at two (2) or ten (10) Class Products, depending on whether they submit proof of purchase.

Settlement Class Members who purchased a Class Product during the Class Period and provide a receipt will receive a cash refund of Fifty Dollars (\$50) per Class Product purchased, with a cap of ten (10) Class Products.

Settlement Class Members who purchased a Class Product during the Class Period and do not provide a receipt, but complete the Claim Form under penalty of perjury, will receive a cash refund of Fifty Dollars (\$50) per Class Product purchased with a cap of two (2) Class Products.

Each Settlement Class Member may submit a claim either electronically through the Settlement Website ([www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com)) or by mail.

If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel's attorneys' fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. *Pro rata* upward adjustment of cash claims shall be capped at one hundred dollars (\$100) per Class Product. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*.

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 Settlement Class Member. Any funds that remain unclaimed or are unused after the distribution of the Settlement Fund will be distributed to an appropriate *cy press* charity or charities approved by the Court. Instructions for submitting a Claim are included in Section 9 below.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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Any award of attorneys' fees and litigation costs to Class Counsel (not to exceed \$3,900,000) upon Court approval, service awards (up to \$5000 each for the three Settlement Class Representatives), and costs to administer the Settlement will be paid from the Settlement Fund. More details are in a document called the Settlement Agreement, which is available at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).

## 8. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Settlement Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 8 of the Settlement Agreement ("Release"). The Release is included below:

The Releasing Parties (as defined in the Settlement Agreement) hereby fully release and forever discharge the Released Parties (as defined in the Settlement Agreement) 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 Covered Class Product; (b) involves legal claims related to the Covered 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 Covered Class Products, packaging or Labeling of the Covered Class Products (collectively, the "Released Claims").

Notice of the Court's final judgment will be effected by posting it on the Settlement Administrator's website and by posting a copy of the final judgment and final approval order on the Settlement Administrator's website at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com). The full Settlement Agreement is available at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com). The Settlement Agreement describes the Releasing Parties, Released Parties, and Released Claims with specific descriptions, in necessarily accurate legal terminology, so please read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the Released Claims or what they mean.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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## HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

### 9. How can I get a cash payment?

To ask for a Cash Award you must complete and submit a Valid Claim Form along with the required supporting documentation, if you have it. You can get a Claim Form at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com). You may also submit your claim via the website. The Claim Form describes what you must provide to prove your claim and receive a Cash Award and generally requires information regarding the quantity of Class Products you purchased during the Class Period. Please read the instructions carefully, fill out the Claim Form, and either submit it online at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com) or mail it postmarked no later than, [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], **2024** to:

[TBD]

The Settlement Administrator may seek additional information to validate the Claim Form and/or disqualify an invalid Claim. If you provide incomplete or inaccurate information, your Claim may be denied.

### 10. When will I get my payment?

Payments will be sent to Settlement Class Members who send in Valid Claim Forms on time, after the Court grants “final approval” of the Settlement, and after the time for appeals has ended and any appeals have been resolved. If the Court approves the Settlement after a hearing on [DATE OF FINAL APPROVAL HEARING], **2024** (see the section “The Court’s Fairness Hearing” below), there may be appeals. Resolving these appeals can take time. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Settlement Class. If you exclude yourself from the settlement, you will not be entitled to receive any money from this lawsuit.

### 11. If I exclude myself, can I get anything from the Settlement?

If you ask to be excluded, you will not get a Cash Award under the Settlement, and you cannot object to the Settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

### 12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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### 13. How do I get out of the Settlement?

To opt out of the Settlement, you must send a letter by mail saying that you want to be excluded from *Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*, U.S. District Court for the Southern District of New York, Case No. 1:23-cv-01967-ER. Be sure to include your name, address, telephone number, the approximate date of purchase, and your signature. You can't ask to be excluded at the website or on the phone. You must mail your opt out request postmarked no later than [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024 to:

[TBD]

Requests to opt out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for opting out on or before the deadline above shall be bound by all terms of the Settlement and any Final Judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

### OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court I don't like the proposed Settlement?

To object to the Settlement, you or your attorney must send a written objection ("Objection") to the Settlement Administrator showing the basis for your objections. Your objection must contain the following information:

- (i) A caption or title that clearly identifies the Action (*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*, Case No. 1:23-cv-01967-ER (S.D.N.Y.)) and that the document is an objection;
- (ii) Your name, current address, and telephone number or your lawyer's name, address, and telephone number if you are objecting through counsel;
- (iii) What Product(s) you bought during the Class Period;
- (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection,
- (v) If applicable, the identity of any other objections you or your counsel (if you have counsel) submitted to any other class action settlements within the past five years including the case name, case number, and court, the general nature of such prior objection(s), and the outcome of said prior objection(s) (or a statement that you and/or your attorneys have submitted no such objections);
- (vi) Your signature attesting that all facts are true and correct; and
- (vii) If applicable, the signature of your counsel (the "Objection").

Any Objection to the Settlement must be postmarked on or before the Objection Deadline and sent to the Settlement Administrator at the addresses set forth in the Class Notice. The Court may, but is not required to, hear Objections in substantial compliance with these requirements, so Settlement Class Members should satisfy all requirements.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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You or your lawyer may, but are not required to, appear at the Final Approval Hearing. If you or your lawyer wish to appear at the Final Approval Hearing, you must file with the Court a Notice of Intention to Appear along your written objection no later than [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], **2024**. You must file your Notice of Intention to Appear by certified mail or in person, along with any other supporting materials to: Clerk, United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007. Your written Objection must be marked with the Case name and Case Number (*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*, Case No. 1:23-cv-01967-ER, U.S. District Court for the Southern District of New York). In addition, you must also send copies of all documents you file with the Court to:

**CLARKSON LAW FIRM, PC.**

Ryan J. Clarkson, Esq.

Yana Hart, Esq.

Tiara Avanness, Esq.

22525 Pacific Coast Highway

Malibu, CA 90265

[DDG@Clarksonlawfirm.com](mailto:DDG@Clarksonlawfirm.com)

The Court may only require substantial compliance with the requirements for submitting an objection. The requirement to submit a written objection may be waived upon a showing of good cause.

## OBJECTION AND OPT-OUT DIFFERENCES

### 15. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won't be able to sue, or continue to sue, Defendant as part of any other lawsuit involving the same claims that are in this lawsuit. Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you have no basis to object because the case no longer affects you. You cannot both opt out of and object to the Settlement. If a person attempts to do both, the Court will treat the submissions as an opt-out.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in the case?

The Court has designated Ryan J. Clarkson, Yana Hart, and Tiara Avanness of Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265 to represent you as "Class Counsel." You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

### 17. How will the costs of the lawsuit and Settlement be paid?

The Settlement Administrator's and costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund and shall not exceed [TBD], plus postage. Class Counsel's reasonable attorneys' fees and costs related to obtaining the Settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The three Settlement Class Representatives will also request that the Court approve a payment to them of up to \$5,000 each, a total of \$15,000, from the Settlement Fund, as service awards for their participation as the Settlement Class Representatives—for taking on the risk of litigation, and for settlement of their individual claims as Settlement Class Members in the settled Actions. The amounts are subject to Court approval and the Court may award less.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don't have to.

### 18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on [TBD], \_\_\_ 2024, at the U.S. District Court for the Southern District of New York, 40 Foley Square, Courtroom 619, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so please check for updates at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Clerk. The Court will also decide how much to pay the Settlement Class Representatives and the lawyers representing Settlement Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### 19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the Settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear" in the *Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*, litigation. Be sure to include your name, address, telephone number, and your signature as well as the name, address and telephone number of any lawyer representing you (if applicable). Your Notice of Intent to Appear must be postmarked no later than no later than [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], **2024** and be sent to the addresses listed in Questions 13 and 14. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, you will not receive a payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form, and review additional case information at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com). You may also call toll-free XXXXXXXX.

**PLEASE DO NOT TELEPHONE THE DEFENDANT, THE COURT, OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

DATED: \_\_\_\_\_, 2024

**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

QUESTIONS? CALL XXXXXXXX OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

# EXHIBIT 3

## **Short-Form Notice**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

**LEGAL NOTICE**

**If you bought any of the Dr. Dennis Gross Skincare, LLC’s “C+Collagen” Products Between March 10, 2016, and [Date of Preliminary Approval], you may be entitled to payment.**

*Kandel, et al. V. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967-ER  
U.S. District Court for the Southern District of New York

**What Is This Notice About?** This Notice is to inform you of the settlement of the class action lawsuit referenced above (the “Action”) with Dr. Dennis Gross Skincare LLC (“Defendant” or “DDG”). Plaintiffs in this lawsuit claim that Defendant deceptively labeled its C + Collagen products as containing “Collagen,” when in fact, they did not contain any collagen. Defendant denies all claims in the lawsuit and denies that it did anything unlawful or improper. The Court did not rule in favor of either side. Rather, the parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I A Member of The Class?** You are a Settlement Class member if purchased any of Defendant’s C+Collagen Products in the United States, for personal or household use and not for resale or distribution, including 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 (“Class Products”), between March 10, 2016, and [DATE OF PRELIMINARY APPROVAL] (the “Class Period”).

**What Does the Settlement Provide?** With Court approval, the Settlement provides a Cash Award to Settlement Class Members that submit a valid and timely Claim Form. Settlement Class Members who previously purchased any of the Class Products during the Class Period may submit a claim to receive Fifty Dollars (\$50) per Class Product purchase, capped at two (2) or ten (10) Class Products, depending on whether they submit proof of purchase.

If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel’s attorneys’ fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. *Pro rata* upward adjustment of cash claims shall be capped at one hundred dollars (\$100) per Class Product. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*. 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 Settlement Class Member.

**What Are My Rights and Options?** You have three options:

**You Can Make a Claim.** Settlement Class Members who wish to receive a Cash Award **must** submit a Claim Form by visiting the Settlement Website, [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com), and submitting a Claim Form (which can also be printed and mailed). The deadline to **postmark or submit your claim online is [SIXTY (60) CALENDAR DAYS AFTER SETTLEMENT NOTICE DATE]**.

**You Can Object to the Settlement.** You may also object to any part of this Settlement. Objections must be mailed to the Settlement Administrator and **postmarked no later than [SIXTY (60) CALENDAR DAYS AFTER SETTLEMENT NOTICE DATE], 2024.**

**You Can “Opt-Out” of the Settlement.** You can exclude yourself (“opt-out”) of the Settlement by submitting an exclusion request to the Settlement Administrator that is **postmarked no later than [SIXTY (60) CALENDAR DAYS AFTER SETTLEMENT NOTICE DATE], 2024.** This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.

Details about how to opt-out, object, and submit your Claim Form are available on the Settlement Website.

**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

**The Fairness Hearing**

On \_\_\_\_, 2024 at 10:00 am, the Court will hold a hearing at the United States District Court for the Southern District of New York, 40 Foley Square, Courtroom 619, New York, NY 10007 to approve: (1) the Settlement as fair, reasonable, and adequate; and (2) the application for Plaintiffs' attorneys' fees and litigation costs of up to \$3,900,000, and payment of up to \$15,000 in total to the three Settlement Class Representatives. Settlement Class Members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval.

**How Can I Get More Information?**

This is only a summary of the settlement. If you have questions or want to view the detailed notice or other documents about the Litigation, including the Settlement Agreement visit [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com), contact the Settlement Administrator at 1- XXX XXX XXXX or by writing to [address], or contact Class Counsel at [DDG@Clarksonlawfirm.com](mailto:DDG@Clarksonlawfirm.com).

# EXHIBIT 4

## **Postcard Notice**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

# EXHIBIT 4

## **Postcard Notice**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER





United States District Court  
CV-01967-ER Document 65-1 Filed 06/25/24 Page 49 of 85

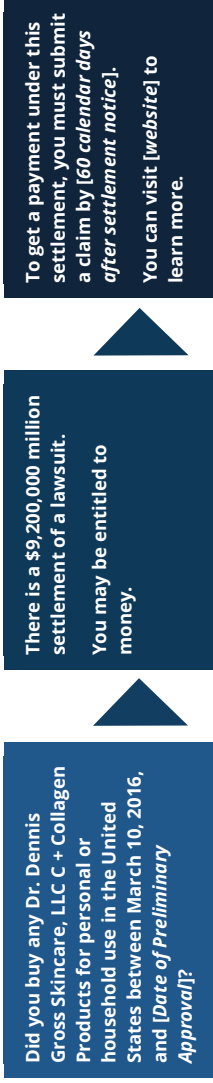
*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

[INSERT QR CODE]

### Class Action Notice

**Authorized by the U.S. District Court**



#### Key things to know:

- This is an important legal document.
- The parties agreed to this settlement. The Court did not rule for either side and Defendant denies all claims or wrongdoing.
- If you do not act before [date], any ruling from the Court will apply to you, and you will not get a payment or be able to sue about the same issues.
- If you have questions or need assistance, please call [Insert Phone Number]
- You can learn more, including about how to make a claim, object to the settlement or exclude yourself from the settlement, and about the Court's Final Approval Hearing, at [www.cpluscollagenlawsuit.com] or by scanning the QR code.

[INSERT STAMP]

## Court-Approved Legal Notice



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<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

This is an important notice  
about a class action lawsuit.

# EXHIBIT 5

## Notice Plan

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

**Case Name:** *Kandel v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967 (S.D.N.Y.)**Project Description:** Estimate for Settlement Administration Services**KEY ASSUMPTIONS:**

<u>Description</u>	<u>Volume</u>	<u>Percentage</u>
Number of Products Sold	614,183	
Estimated Number of Products Purchased per Class Member	2.14	
Approximate Number of Class Members	287,001	
Class Population with Contact Information Available	160,000	25%
Class Member Population with Email Address Information	155,000	90%
Class Member Population with Mailing Addresses Information Available	120,000	100%
Initial Email Volume	155,000	
Undeliverable Email Rate	15,500	10%
Initial Mail Volume	120,000	42%
Undeliverable Mail Rate	9,600	8%
Skip Tracing Hit Rate	5,760	60%
Forwarding Address Hit Rate	96	1%
Remails	5,856	
Reminder Emails	106,330	37%
Reminder Postcards	90,576	32%
Claims Submission Rate	122,837	20%
Online Claims	98,837	80%
Hard Copy Claims	24,000	20%
Deficient Claims Rate	614	0.5%
Disbursement via Standard Check	12,222	10%
Disbursement via Digital Payments	110,000	90%
Undeliverable Mail Rate - Checks	611	5%
Failed Digital Payments	2,750	2.5%
Opt Outs/Objections	50	0.017%
Number of IVR Calls	2,870	1%
Connect Minutes per Call - IVR	3.5	

**CLAIMS ADMINISTRATION ESTIMATE**

<b>Direct Notice</b>	<b>Volume</b>	<b>Unit</b>
<b>Class List Data Processing and Research</b>		
Processing class data list, notice database setup, and notice list production	16	Hours
<b>Email Notice</b>		
Email Notice Setup and Formatting	1	One Time Fee
Email Blast	155,000	Emails
<b>Mail Notice</b>		
Postcard Notice Setup and Formatting	1	One Time Fee
Print/prep Postcard Notice (double postcard w/ Unique ID - includes 48-month NCOA)	120,000	Postcards
<b>Processing Undeliverable Mail and Re-Mailing</b>		
Processing Undeliverable Mail	9,600	Postcards
Skip Tracing Inputs	9,600	Per Record
Skip Tracing Results	5,760	Per Hit
Notice Re-mails: Notices with a forwarding address (est. @1%) + notices with new addresses from skip trace research	5,856	Postcards
<b>Reminder Email Notice</b>		
Email Notice Setup and Formatting	1	One Time Fee
Email Blast	106,330	Emails
<b>Reminder Mail Notice</b>		
Notice Setup and Formatting	1	One Time Fee
Print/prep Postcard Notice (double postcard w/ Unique ID - includes 48-month NCOA)	90,576	Postcards
<b>Media Plan</b>	<b>Volume</b>	<b>Unit</b>
Media Notice Program - 80% (details in separate attachment)	1	Campaign
Translation Costs	1	As Incurred
<b>CAFA Notice</b>	<b>Volume</b>	<b>Unit</b>
Mail relevant settlement documents and cover letter on a CD-ROM to appropriate State and Federal officials per 28 U.S.C. Section 1715	1	If Needed
<b>Case Website</b>	<b>Volume</b>	<b>Unit</b>
Case Website Setup and Design	1	One Time
Online Claim Filing Portal Development	40	Hours
Monthly Website Hosting and Claims Portal Maintenance	9	Month

**CLAIMS ADMINISTRATION ESTIMATE (cont'd)**

<b>Claimant Support and Communications</b>	<b>Volume</b>	<b>Unit</b>
P.O. Box Setup & Maintenance	1	One Time Fee
Setup and design of IVR with voicemail option (English only, additional costs for each additional language)	1	One Time Fee
IVR Monthly Maintenance Charge	9	Months
Per minute usage costs for IVR (est. number of minutes)	10,045	Minutes
Direct communication with claimants (phone calls/emails, etc.)	10,200	Minutes
Fulfilling Detailed Notice & Claim Form Requests	200	Requests

<b>Claims Administration</b>	<b>Volume</b>	<b>Unit</b>
<b>Data Intake, Management, and Processing</b>		
P.O. Box Setup & Maintenance	1	Annual
Processing Opt-Outs and Objections	50	Opt-Outs
Online Claims Processing	98,837	Claims
Hard Copy Claim Form Intake and Data Capture	24,000	Claims
Claims Review and Analysis	250	Hours
Fulfilling Detailed Notice & Claim Form Requests (a minimum fee that assumes fulfillment in bi-weekly batches during claim period)	8	Batch

<b>Distributions and Reporting</b>	<b>Volume</b>	<b>Unit</b>
<b>Fund Distribution</b>		
Disbursement Preparation, Allocations, QC, & Management	12	Hours
Check Printing (Standard Checks) <sup>1</sup>	12,222	Checks
Digital Payments	110,000	Payments
<b>Re-issue Processing and Banking</b>		
Re-Issue Processing Fee Minimum	1	Minimum Fee
Processing Undeliverable Checks	611	Checks
Skip Tracing Inputs - Undeliverable Checks	611	Per Input
Skip Trace Results - Undeliverable Checks	428	Hit
Print Check Reissues <sup>1</sup>	3,178	Checks
<b>Payment Distribution Management &amp; Reporting</b>	12	Hours
<b>Bank Reconciliation and Tax Reporting</b>		
Bank Account Reconciliations and Reviews	9	Months
QSF and Bank Account Setup	1	One Time
QSF Tax Filings	2	Years
1099 Tax Form Distributions and eFilings <sup>2</sup>	-	Per 1099

<b>Project Planning, Administration, &amp; Management</b>	<b>Volume</b>	<b>Unit</b>
Planning, Administration, & Management	80	Hours
Court/Settlement/Process Documents and Declarations	24	Hours

<b>Estimated Postage<sup>3</sup></b>	<b>Volume</b>	<b>Unit</b>
Notice Postcard Mailings	120,000	Postcards
Notice Re-mails	5,856	Postcards
BRM Account Setup	1	One-Time
BRM Postage on Return Postcards	22,800	Postcards
Deficiency Letters	307	Letters/Emails
Disbursement Checks	12,222	Checks
Check Reissues	3,178	Checks

**Key Notes:**

<sup>1</sup> Due to raw material supply chain volatility, P&N reserves the right to re-quote print pricing based on current market conditions at the time of actual print production. The unit pricing for print production quoted above is for current market rates.

<sup>2</sup> Assumes that all information needed for issuing 1099s (e.g. Tax ID numbers) is collected via the claim form or provided directly by Defendant.

<sup>3</sup> Postage rates are estimates based on estimated USPS postage rate increases that went into effect January 21, 2024 and may fluctuate.

<sup>4</sup> As of May 21, 2023, the Directors & employees of Postlethwaite & Nettwerville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named and contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. P&N's obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group LLC's or EAG Gulf Coast, LLC's subsidiaries or affiliates.

\*Estimated volumes are contingent on the key assumption that class data is delivered per P&N Data File Transmission Guidelines.

\*The volumes reflected in this document are ESTIMATES based on key assumptions and is NOT intended to be a final or a contract between P&N and any other party.

\*All hours are ESTIMATES and reflect a minimum hourly per category. Actual hours may vary based on actual time incurred.

\* P&N may derive financial benefits from financial institutions in connection with the deposit and/or investment of settlement funds with such institutions, including, without limitation, discounts on certain banking services/fees and compensation for services P&N performs for financial institutions to be eligible for FDIC deposit insurance and in connection with the disbursement of funds in foreign currencies.

\*All up front costs for notice administration (print, postage, email and publication notice) must be paid 5 business days prior to the program inception.



**Kandel v. Dr. Dennis Gross Skincare, LLC, No. 1:23-cv-01967 (S.D.N.Y.)  
Proposed Settlement Notice Plan**

<b>Target:</b>	Adults aged 25 and older who have purchased cosmetic skincare products.
<b>Est. Direct Notice:</b>	136,325
<b>Est. Min. Overall Average Reach<sup>1</sup>:</b>	80%
<b>Est. Min. Overall Average Frequency<sup>1</sup>:</b>	2.56
<b>Digital Targeting:</b>	Behavioral, Contextual, Language, Interest-based, Engagement and Remarketing, among others

Online	Impressions	Ad Size	Duration	Language
<i>Behavior targeting for individuals who have viewed cosmetic products and their related conditions; contextual targeting for those who consume content related to skincare, moisturizing creams, skin cleansers, and skin blemish treatments; interest targeting for individuals who have liked or followed Dr. Dennis Gross Skincare and other cosmetic skincare-related social media accounts; language targeting; remarketing; select placement strategies in coordination with defense counsel; look-alike targeting based on known class data (if approved); additional targeting based on demographic data provided by Class Counsel (if available); developing a look-alike audience model based on the first ~1,000 claims and continuously refining it as additional claims are submitted (if approved), and targeting users who visited the Gunaratna class certification website, as well as utilizing data from the website analytics.</i>				
Basis Programmatic Platform	88,228,800	various	4 weeks	English
Facebook & Instagram	23,760,000	custom/video	4 weeks	English
TikTok	4,950,000	:15/:30 video	4 weeks	English
X (formerly Twitter)	4,950,000	custom	4 weeks	English
Reddit	2,970,000	custom	4 weeks	English
	124,858,800			

Search Advertising	Impressions	Ad Size	Duration	Language
Google/Bing Ads	TBD	custom	4 weeks	English

Press Release	Newsline	Words	Description
PR Newswire	US1	600	Distributed to over 20,000 English media outlets in the U.S.

<sup>1</sup> Estimated costs and totals depend on ad content and are subject to change at the time of the media buy. All advertising is subject to publisher’s approval and availability at the time of the buy. The estimated cost is exclusive of project management hours and time spent preparing the opinion, including research and drafting any affidavits, as well as any time spent attending a deposition or hearing. Any such time will be billed at EAG Gulf Coast, LLC standard hourly rates. All expenses associated with providing testimony and/or the preparation of testimony will be billed at cost. Internet publishers reserve the right to adjust quotes throughout the calendar year without notification, which may alter the estimated cost. This change may also impact the estimated impression levels, the overall media delivery and/or reach of the notice program.

Source: Basis Audience Reach Planner, 2023 MRI-Simmons Fall Doublebase USA, comScore April 2024, and media representatives.

As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. P&N’s obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group, LLC’s or EAG Gulf Coast, LLC’s subsidiaries or affiliates.

# EXHIBIT 6

## **Proposed Final Approval Order**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

JAMI KANDEL, MOCHA GUNARATNA, and  
RENEE CAMENFORTE, and others similarly  
situated,

Plaintiffs,

v.

DR. DENNIS GROSS SKINCARE, LLC

Defendant.

Case No. 1:23-cv-01967-ER

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTIONS FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, ATTORNEYS' FEES  
AND COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs' Motion for Final Approval of Class Action Settlement came on for hearing before this Court on [TBD] with Class Counsel Clarkson Law Firm, P.C. ("**Class Counsel**") appearing on behalf of Mocha Gunaratna, Renee Camenforte, and Jami Kandel ("**Settlement Class Representatives**" or "**Plaintiffs**"), and Morrison & Foerster, LLP and Price Parkinson & Kerr, PLLC appearing on behalf of Dr. Dennis Gross Skincare, LLC ("**Defendant**") (collectively, the "**Parties**");

WHEREAS, on December 16, 2021, Settlement Class Representatives Mocha Gunaratna and Renee Camenforte filed their operative complaint in *Gunaratna v. Dr. Dennis Gross Skincare, LLC*, Case No. 20-2311-MWF (GJSx) (C.D. Cal.) ("**Gunaratna**");

WHEREAS, on March 7, 2023, Settlement Class Representative Jami Kandel filed this action ("**Kandel**" or "the Action," and together with *Gunaratna*, the "**Actions**");

WHEREAS, Plaintiffs allege in the Actions that Defendant deceptively and unlawfully labeled, packaged, and marketed its "C+Collagen" line of products, including the 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 (the "**Class Products**");



WHEREAS, Plaintiffs filed an amended complaint in this action on March 26, 2024 to facilitate their pursuit and resolution of claims on behalf of all nationwide Settlement Class Members in a single action before this Court (the “**Action**”);

WHEREAS, the Parties have submitted their Settlement, which this Court preliminarily approved on [TBD] (the “**Preliminary Approval Order**”);

WHEREAS, the Preliminary Approval Order established a Claim Submission and Objection Deadline of [TBD];

WHEREAS, the Preliminary Approval Order established an Opt-Out Deadline of [TBD];

WHEREAS, in accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to object to or exclude themselves from its provisions;

WHEREAS, having received and considered the Settlement, all papers filed in connection therewith, including Plaintiffs’ Motion for Final Approval of Class Action Settlement, Plaintiffs’ Motion for Award of Attorneys’ Fees and Costs, and Plaintiffs’ Motion for Approval of Service Awards, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and at the final approval hearing on [TBD], the Court HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. Incorporation of Other Documents. The Settlement Agreement, including its exhibits, and the definitions of words and terms contained therein are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

2. Jurisdiction. This Court has jurisdiction over the subject matter of this Action and over the Parties, including all members of the following Settlement Class certified for settlement purposes in this Court’s Preliminary Approval Order:

All persons in the United States who, between March 10, 2016 and the date of entry of this Preliminary Approval Order, purchased in

the United States, for personal or household consumption and not for resale or distribution, one of the Class Products.

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.

3. Class Certification. The Court finds and determines that the Settlement Class, as defined in the Settlement Agreement and above, meets all of the legal requirements for class certification for settlement purposes under Fed. R. Civ. P. 23(a), (b)(2), and b(3), and it is hereby ordered that the Class is finally certified for settlement purposes.

4. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court finds as to the Settlement Class with respect to all aspects of the Settlement Agreement except the provisions of section 5 thereof that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied in that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of the Settlement Class Representatives are typical of the claims of the Settlement Class;
- d. The Settlement Class Representatives Jami Kandel, Mocha Gunaratna, and Renee Camenforte, have fairly and adequately protected the interests of the Settlement Class and are, therefore, appointed as Settlement Class Representatives;
- e. Clarkson Law Firm, P.C. has fairly and adequately protected the interests of the Settlement Class and are qualified to represent the Settlement Class and are, therefore, appointed as Class Counsel;

- f. The questions of law and fact common to the Settlement Class predominate over the questions affecting only individual members; and
- g. A class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

5. Pursuant to the Settlement Agreement, and for settlement purposes only, for purposes of the non-monetary relief specified in section 5 of the Settlement Agreement, the Court further finds as to the Settlement Class that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(2) have been satisfied in that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of the Settlement Class Representatives are typical of the claims of the Settlement Class;
- d. The Settlement Class Representatives Jami Kandel, Mocha Gunaratna, and Renee Camenforte, and Class Counsel have fairly and adequately protected the interests of the Settlement Class;
- e. Defendant has acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief with respect to the Settlement Class as a whole.

6. Adequate Representation. The Court orders that Settlement Class Representatives Mocha Gunaratna, Renee Camenforte, and Jami Kandel are appointed as the Settlement Class Representatives. The Court also orders that Clarkson Law Firm, P.C., Ryan J. Clarkson, and Yana Hart are appointed as Class Counsel. The Court finds that the Settlement Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members in accordance with Fed. R. Civ. P. 23.

7. Arms-Length Negotiations. The Court finds that the proposed Settlement is fair, reasonable, and adequate based on the value of the Settlement, and the relative risks and benefits

of further litigation. The Settlement was arrived at after sufficient investigation and discovery and was based on arms-length negotiations, including a full day mediation, followed by months of continued settlement discussions to finalize the settlement.

8. Class Notice. The Court directed that notice be given to Settlement Class Members by publication, e-mail, mail, and other means pursuant to the notice program proposed by the Parties in the Settlement and approved by the Court. The declaration from Settlement Administrator EAG Gulf Coast, LLC attesting to the dissemination of notice to the Settlement Class demonstrates compliance with this Court's Order Granting Preliminary Approval of Class Settlement. The notice program set forth in the Settlement successfully advised Settlement Class members of the terms of the Settlement, the Final Approval Hearing (referred to in the Settlement as the "Fairness Hearing"), and their right to appear at such hearing; their rights to remain in or opt out of the Settlement Class and to object to the Settlement; the procedures for exercising such rights; and the binding effect of the Judgment herein.

9. The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws. The Notice informed the Settlement Class of: (1) the terms of the Settlement; (2) their right to submit objections, if any, and to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement; (3) their right to request exclusion from the Settlement Class and the Settlement; and (4) the location and date set for the final approval hearing. Adequate periods of time were provided by each of these procedures.

10. The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

11. Settlement Class Response. A total of \_\_\_\_\_ Settlement Class Members submitted Approved Claims, and there have been X Objections to the Settlement (defined below) and X Requests for Exclusion.

- a. [After careful consideration, the Court hereby overrules Objector X's Objection for the reasons stated on the record.]/[No Objections were received to the Settlement. This positive reaction by the Settlement Class demonstrates the strength of the Settlement.]
- b. [The Court also hereby orders that each of the individuals appearing on the list annexed hereto as Exhibit A who submitted valid Requests for Exclusion are excluded from the Settlement Class. Those individuals will not be bound by the Settlement Agreement, and neither will they be entitled to any of its benefits.]/[No Settlement Class members opted out of the Settlement. This positive reaction by the Settlement Class demonstrates the strength of the Settlement.]

12. Final Settlement Approval. The Court hereby finally approves the Settlement Agreement, the exhibits, and the Settlement contemplated thereby ("Settlement"), including but not limited to all releases contained within the Settlement Agreement, and finds that the terms constituted, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class members in accordance with Fed. R. Civ. P. 23 and direct consummation pursuant to its terms and conditions.

13. The Court finds that the Settlement Agreement provides substantial and meaningful monetary benefits to the Settlement Class as follows: Defendant agreed to provide cash benefits with a gross potential payout of \$9,200,000 (nine million and two hundred thousand dollars) in the aggregate.

14. The Court finds that the Settlement Agreement also provides substantial and meaningful non-monetary relief to the Settlement Class as follows: Defendant agrees not to relaunch cosmetics using the "C+Collagen" name that do not contain collagen.

15. The Court finds that the Settlement is fair when compared to the strength of Plaintiffs' case, Defendant's defenses, the risks involved in further litigation and maintaining class status throughout the litigation, and the amount offered in settlement.

16. The Court finds that the Parties conducted extensive investigation, research, and fact and expert discovery, and that their attorneys were able to reasonably evaluate their respective positions.

17. The Court finds that Class Counsel has extensive experience acting as counsel in complex class action cases and their view on the reasonableness of the settlement was therefore given its due weight.

18. The Court hereby grants final approval to and orders the payment of those amounts to be made to the Settlement Class Members in accordance with the terms of the Settlement Agreement. The Court finds and determines that the Settlement Payments to be paid to each Settlement Class Member as provided for by the Settlement are fair and reasonable.

19. The Court further finds that the Settlement Class's reaction to the settlement weighs in favor of granting Final Approval of the Settlement.

20. The Settlement Agreement is not an admission of liability by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or Released Parties.

21. Based upon claims received as of the date of this Order, the Parties expect approximately \$\_\_\_\_\_ of the gross settlement fund to be available for *cy pres* distribution to appropriate charitable organizations identified by the parties and approved by the Court. The Court hereby approves awards of [insert details of *cy pres* awards]. The Parties may adjust these awards upwards or downwards as necessary to fully exhaust (but not exceed) the amounts available for distribution after payments of all other settlement expenses, without further Order of the Court.

22. Attorneys' Fees and Costs; Service Awards. The Court approves payment of attorneys' fees to Class Counsel in the amount of \$\_\_\_\_\_ plus their costs of \$\_\_\_\_\_. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees and costs, finds the award of attorneys' fees and costs fair, adequate, and reasonable, and the Court notes that the class notice specifically and clearly advised the class that Class Counsel would seek the award.

23. In making this award of attorneys' fees and costs, the Court has further considered and found that:

- a. The Settlement Agreement created a Total Settlement Fund of \$9,200,000.00 in cash for the benefit of the Settlement Class pursuant to the terms of the Settlement Agreement;
- b. Defendant's cessation of the challenged labels and/or products, and agreement not to reintroduce the challenged products without collagen;
- c. Settlement Class Members who submitted valid proof of claim forms will obtain a substantial monetary benefit for the products they purchased from the efforts of the Class Counsel and the Settlement Class Representatives;
- d. The fee sought by the Class Counsel is fair and reasonable and based on the fees incurred by Class Counsel;
- e. Class Counsel have prosecuted the action with skill, perseverance, and diligence, as reflected by the Settlement Fund, and the positive reaction to the Settlement Agreement by the Settlement Class;
- f. This Action involved complex factual and legal issues that were extensively researched and developed by the Class Counsel;
- g. Class Counsel's rates are fair, reasonable, and consistent with rates accepted within this jurisdiction for complex consumer class action litigation;

- h. Had the Settlement not been achieved, a significant risk existed that Plaintiffs and the Settlement Class Members may have recovered significantly less or nothing from Defendant; and
- i. The amount of attorneys' fees awarded and expenses reimbursed are appropriate to the specific circumstances of this action.

24. Defendant and the Released Parties shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Class Representative or Settlement Class Member in connection with the Actions beyond those expressly provided in the Settlement Agreement.

25. The attorneys' fees and costs set forth in this Order shall be paid and distributed in accordance with the terms of the Settlement Agreement.

26. The Court approves the Service Award payments of \$\_\_\_\_\_ to each Settlement Class Representative, Jami Kandel, Mocha Gunaratna, and Rene Camenforte, and finds such amounts to be reasonable in light of the services performed by Plaintiffs for the class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. This Service Award is justified by: (1) the risks the Settlement Class Representatives faced in bringing this lawsuit, financial and otherwise; (2) the amount of time and effort spent on this action by the Settlement Class Representatives; and (3) the benefits the Settlement Class Representatives helped obtain for the Settlement Class Members under the Settlement.

27. The Court finds that the Settlement Administrator, EAG Gulf Coast, LLC, is entitled to recover costs in the amount of \$\_\_\_\_\_ for settlement administration.

28. Dismissal. The Action is hereby DISMISSED WITH PREJUDICE, on the merits, by Plaintiffs and all Settlement Class Members as against Defendant on the terms and conditions set forth in the Settlement Agreement without costs to any party, except as expressly provided for in the Settlement Agreement.

29. Release. Upon the Effective Date as defined in the Settlement Agreement, the Releasing Parties shall be deemed to have, and by operation of the Judgment herein shall have,



unconditionally, fully, and finally released and forever discharged the Released Parties from all Released Claims.

30. Injunction Against Released Claims. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Order of Dismissal, the Judgment herein, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

31. No Admission of Liability. The Settlement Agreement and any and all negotiations, documents, discussions and actions associated with it will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability, wrongdoing or omission by Defendant, or the truth of any of the claims before any court, administrative agency, arbitral forum or other tribunal. Evidence relating to the Agreement will not be discoverable or admissible, directly or indirectly, in any way, whether in this Action or in any other action or proceeding before any court, administrative agency, arbitral forum or other tribunal, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, the Preliminary Approval Order, or this Order.

32. Findings for Purposes of Settlement Only. The findings and rulings in this Order are made for the purposes of settlement only and may not be cited or otherwise used to support the certification of any contested class or subclass in any other action.

33. Effect of Termination or Reversal. If for any reason the Settlement terminates or Final Approval is reversed or vacated, the Settlement and all proceedings in connection with the

Settlement will be without prejudice to the right of Defendant or the Settlement Class Representatives to assert any right or position that could have been asserted if the Agreement had never been reached or proposed to the Court, except insofar as the Agreement expressly provides to the contrary. In such an event, the certification of the Settlement Class will be deemed vacated. The certification of the Settlement Class for settlement purposes will not be considered as a factor in connection with any subsequent class certification issues.

34. Settlement as Defense. In the event that any provision of the Settlement or this Final Order of Dismissal is asserted by Defendant as a defense in whole or in part to any claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Settlement Agreement, this Order and this Court's authority to effectuate the Settlement and are ordered in aid of this Court's jurisdiction and to protect its judgment.

35. Retention of Jurisdiction. Without affecting the finality of the Judgment and Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

36. Nothing in this Order shall preclude any action before this Court to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that Defendant make payments to participating Settlement Class Members in accordance with the Settlement.

37. The Parties and the Settlement Administrator will comply with all obligations under the Settlement Agreement until the Settlement is fully and finally administered.

38. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Court.

39. Entry of Judgment. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that Final Judgment ("Judgment") should be entered and that there is no just reason for delay in the entry of the Judgment, as Final Judgment, as to Plaintiffs, the Settlement Class Members, and Defendant.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Edgardo Ramos  
United States District Judge

# EXHIBIT 7

## **Proposed Final Judgment**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

JAMI KANDEL, MOCHA GUNARATNA, and  
RENEE CAMENFORTE, and others similarly  
situated,

Plaintiffs,

v.

DR. DENNIS GROSS SKINCARE, LLC

Defendant.

Case No. 1:23-cv-01967-ER

**[PROPOSED] FINAL JUDGMENT**

**[PROPOSED] FINAL JUDGMENT**

For the reasons set forth in this Court’s Final Approval Order, in the above-captioned matter as to the following class of persons:

All persons in the United States who, between March 10, 2016 and [date of entry of the Preliminary Approval Order] purchased in the United States, for personal or household consumption and not for resale or distribution, one of the Class Products.

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.

**JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil Procedure 58, as to the above-specified class of persons and entities, Plaintiffs Mocha Gunaratna, Renee Camenforte, and Jami Kandel (collectively “Plaintiffs” or “Settlement Class Representatives”) and Defendant Dr. Dennis Gross Skincare, LLC (“Defendant”) on the terms and conditions of the Class Action Settlement Agreement (the “Settlement Agreement”) approved by the Court’s Final Approval Order, dated \_\_\_\_\_.

1. The Court, for purposes of this Final Judgment, adopts the terms and definitions set forth in the Settlement Agreement incorporated into the Final Approval Order.
2. All Released Claims of the Releasing Persons are hereby released as against Defendant and the Released Persons, as defined in the Settlement Agreement.
3. The claims of Plaintiffs and the Settlement Class Members are dismissed with prejudice in accordance with the Court’s Final Approval Order.
4. The Parties shall bear their own costs and attorneys’ fees, except as set forth in the Final Approval Order.
5. This Judgment adopts and incorporates the reasonable attorneys’ fees, costs, and service awards as set forth in the Final Approval Order.

6. This document constitutes a final judgment and separate document for purposes of Federal Rule of Civil Procedure 58(a).

7. The Court finds, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, that this Final Judgment should be entered and that there is no just reason for delay in the entry of this Final Judgment as to Plaintiffs, the Settlement Class Members, and Defendant. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

**IT IS SO ORDERED.**

**JUDGMENT ENTERED** this \_\_\_\_\_.

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The Honorable Edgardo Ramos  
United States District Judge

# EXHIBIT 8

## **Proposed Preliminary Approval Order**

Settlement Agreement

*Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*

Case No. 1:23-cv-01967-ER



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JAMI KANDEL, MOCHA GUNARATNA, and  
RENEE CAMENFORTE,

*Plaintiffs,*

v.

DR. DENNIS GROSS SKINCARE, LLC

*Defendant.*

Case No. 1:23-cv-01967-ER

[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT

WHEREAS, the above-entitled action is pending before this Court (the “**Action**”);

WHEREAS, Plaintiffs Jami Kandel, Mocha Gunaratna, and Renee Camenforte (“**Plaintiffs**”), and Defendant Dr. Dennis Gross Skincare, LLC (“**Defendant**”) (collectively, the “**Parties**”) have reached a proposed settlement and compromise of the disputes between them in the above Action as set forth in the Class Action Settlement Agreement (the “**Settlement Agreement**,” and the settlement contemplated thereby, the “**Settlement**”);

WHEREAS, Plaintiffs have applied to the Court for preliminary approval of the Settlement;

AND NOW, the Court, having read and considered the Settlement Agreement and accompanying documents, as well as the Motion for Preliminary Approval of Class Action Settlement and supporting papers, and all capitalized terms used herein having the meaning defined in the Settlement, IT IS HEREBY ORDERED AS FOLLOWS:

1. Settlement Terms. The Court, for purposes of this Preliminary Approval Order, adopts all defined terms as set forth in the Settlement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.
3. Preliminary Approval of Proposed Settlement Agreement. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily

approves the Settlement as fair, reasonable, and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting submission to the Settlement Class for its consideration. The Court also finds the Settlement Agreement: (a) is the result of serious, informed, non-collusive, arms-length negotiations, involving experienced counsel familiar with the legal and factual issues of this case and guided in part by the Parties' private mediation with a respected former judge of the Superior Court of Los Angeles County, the Honorable Judge Peter Lichtman (Ret.) of Signature Resolution, and (b) appears to meet all applicable requirements of law, including Fed. R. Civ. P. 23. Therefore, the Court grants preliminary approval of the Settlement.

4. Class Certification for Settlement Purposes Only. For purposes of the Settlement only, the Court conditionally certifies the Settlement Class, as described below:

All persons in the United States who, between March 10, 2016 and the date of entry of this Preliminary Approval Order, purchased in the United States, for personal or household consumption and not for resale or distribution, one of the Class Products.

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.

5. The Court preliminarily finds, solely for purposes of considering this Settlement, with respect to the monetary relief portions of the Settlement Agreement (i.e., all of the Settlement Agreement except the provisions in section 5 thereof), that: (a) the number of Settlement Class members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the named representatives are typical of the claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any questions affecting only

individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court preliminarily finds, solely for purposes of considering this Settlement, with respect to the non-monetary portions of the Settlement Agreement specified in section 5 thereof, that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the named representatives are typical of the claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and adequately represent the interests of the Settlement Class; (e) the Defendant allegedly has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole if the Settlement Agreement receives final approval.

7. Class Representatives. The Court orders that Jami Kandel, Mocha Gunaratna, and Renee Camenforte are appointed as the Representative Plaintiffs.

8. Class Counsel. The Court also orders that Clarkson Law Firm, P.C. is appointed Class Counsel. The Court preliminarily finds that the Representative Plaintiffs and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class members in accordance with Fed. R. Civ. P. 23.

9. If the Settlement Agreement does not receive the Court's final approval, if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of conditional class certification of the Settlement Class shall be vacated, the Parties shall revert to their positions in the Action as they existed on [date before the Settlement Agreement is fully executed], and the Settlement Class Representatives and the Settlement Class members will once again bear the burden to prove the propriety of class certification and the merits of their claims at trial.

10. Class Notice. The Court finds that the Settlement as set forth in the Settlement Agreement falls within the range of reasonableness and warrants providing notice of such

Settlement to the members of the Settlement Class and accordingly, the Court, pursuant to Fed. R. Civ. P. 23(c) and (e), preliminarily approves the Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court approves, as to form and content, the notices and claim form substantially in the form attached to the Settlement Agreement. Non-material modifications to the notices and claim form may be made by the Settlement Administrator without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement Agreement and this Order.

11. The Court finds that the plan for providing notice to the Settlement Class (the “Notice Plan”) described in the Settlement Agreement constitutes the best notice practicable under the circumstances and constitutes due and sufficient notice to the Settlement Class of the terms of the Settlement Agreement and the Final Approval Hearing and complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court directs that the settlement notice plan will commence no later than thirty (30) days from the date of this Preliminary Approval Order (the “Settlement Notice Date”).

12. The Court further finds that the Notice Plan adequately informs members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any member of the Class who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement Agreement, must submit a timely and valid written Request for Exclusion pursuant to the instructions set forth in the Notice.

13. Settlement Administrator. The Court appoints EAG Gulf Coast, LLC as the Settlement Administrator. EAG Gulf Coast, LLC shall be required to perform all duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order. The Settlement Administrator shall post the Long Form Notice on the Settlement Website.

14. Objection and “Opt-Out” Deadline. Settlement Class Members who wish to object to the Settlement or to exclude themselves from the Settlement must do so by the Objection Deadline and Opt-Out Deadline, which is \_\_\_\_\_, 2024 [60 days from the

Settlement Notice Date]. 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 upon the Court's final approval of the Settlement.

15. Exclusion from the Settlement Class. Settlement Class members who wish to opt out of and be excluded from the Settlement must following the directions in the Class Notice and submit a Request for Exclusion to the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is \_\_\_\_\_, 2024 [60 days from the date of the Settlement Notice Date]. The Request for Exclusion must be personally completed and submitted by the Settlement Class member or his or her attorney. One person may not opt someone else and so-called "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.

16. 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 the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement or any judgment, and shall not be entitled to object to the Settlement Agreement or appear at the Final Approval Hearing. All Settlement Class Members who do not submit a timely, valid Request for Exclusion will be bound by the Settlement Agreement and the Judgment, including the release of any claims pursuant to the Settlement Agreement.

17. Objections to the Settlement. Any objection to the Settlement must be in writing, postmarked on or before the Objection Deadline, which is \_\_\_\_\_, 2024 [60 days from the Settlement Notice Date], and sent to the Settlement Administrator at the addresses set forth in the Class Notice. 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 his or her 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 proposed class action settlement in the last five years, 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. 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.

18. 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.

19. Any Settlement Class Member who does not make a valid written objection as set forth by the Settlement shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of or from seeking review by any means, including an appeal, of the following: the Settlement, the Settlement Agreement, the payment of attorneys' fees and costs, service award, or the Final Approval Order and Judgment.

20. Submission of Claims. To receive a Cash Award, the Settlement Class Members must follow the directions in the Notice and file a claim with the Settlement Administrator by the Claims Deadlines, which is which is \_\_\_\_\_, 2024 [60 days from the Settlement Notice Date]. Settlement Class Members who do not submit a valid claim will not receive a Cash Award and will be bound by the Settlement.

21. Schedule of Events. The following events shall take place as indicated in the chart below:

Event	Date
Deadline for Settlement Website to go live	21 calendar days following entry of this Preliminary Approval Order

Deadline to commence Notice Plan (“Settlement Notice Date”)	30 calendar days following entry of this Preliminary Approval Order
Deadline for Claim Forms to be postmarked or submitted online	60 calendar days after the Settlement Notice Date
Deadline for Objections to be postmarked	60 calendar days after the Settlement Notice Date
Deadline for Opt-Out Requests to be postmarked	60 calendar days after the Settlement Notice Date
Deadline for Plaintiffs’ application for attorneys’ fees and costs and Plaintiffs’ service awards	30 calendar days after Settlement Notice Date
Deadline for Plaintiffs to file motion for final approval of class action settlement	14 calendar days prior to Final Approval Hearing
Deadline for Parties to file all papers in response to any timely and valid Objections	14 calendar days prior to Final Approval Hearing
Final Approval Hearing	120 calendar days after entry of this Preliminary Approval Order of class action settlement (or the earliest date thereafter available on the Court’s calendar)

22. On or before fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare and deliver a report stating the total number of Settlement Class members who have submitted timely and valid Requests for Exclusion and Objections, along with the names of such Settlement Class members, to Class Counsel, who shall file the report with the Court, and Defendant’s counsel.

23. Authority to Extend. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

24. If, for any reason, the Settlement Notice Date does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding

extension of the Claims Deadline and, if necessary, appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

25. Notice to appropriate federal and state officials. Defendant shall, within ten (10) calendar days of the entry of this Preliminary Approval Order, prepare and provide the notices required by the Class Action Fairness Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United States Department of Justice and to the Attorneys General of all states in which Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel shall cooperate in the drafting of such notices and shall provide Defendant with any and all information in their possession necessary for the preparation of these notices.

26. Final Approval Hearing. The Court shall conduct a Final Approval Hearing to determine final approval of the Agreement on \_\_\_\_\_ at \_\_\_\_\_ [am/pm] [a date no earlier than 120 days after the Preliminary Approval Order]. At the Final Approval Hearing, the Court shall address whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order and Judgment should be entered; and whether Class Counsel's application for attorneys' fees, costs, expenses and service award should be approved. Consideration of any application for an award of attorneys' fees, costs, expenses and service award shall be separate from consideration of whether or not the proposed Settlement should be approved, and from each other. The Court will not decide the amount of any service award or Class Counsel's attorneys' fees until the Final Approval Hearing. The Final Approval Hearing may be adjourned or continued without further notice to the Class.

27. In the Event of Non-Approval. In the event that the proposed Settlement is not approved by the Court, the Effective Date does not occur, or the Settlement Agreement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy before this or any other Court, administrative agency, arbitration forum, or other tribunal; in such event the



Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

28. Stay of Proceedings. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement, unless the Settlement Class member timely files a valid Request for Exclusion as defined in the Settlement Agreement.

29. No Admission of Liability. By entering this Order, the Court does not make any determination as to the merits of this case. Preliminary approval of the Settlement Agreement is not a finding or admission of liability by Defendant. Furthermore, the Settlement Agreement and any and all negotiations, documents, and discussions associated with it will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the claims. Evidence relating to the Settlement Agreement will not be discoverable or used, directly or indirectly, in any way, whether in this Action or in any other action or proceeding before this or any other Court, administrative agency, arbitration forum, or other tribunal, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this Order, the Final Approval Order, and the Judgment.

30. Retention of Jurisdiction. The Court retains jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement Agreement and the settlement described therein.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Edgardo Ramos  
United States District Judge