

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

JAMI KANDEL, MOCHA GUNARATNA, and  
RENEE CAMENFORTE, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

DR. DENNIS GROSS SKINCARE, LLC, a New  
York Limited Liability Company,

Defendant.

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

Honorable Edgardo Ramos

**DECLARATION OF RYAN J. CLARKSON IN SUPPORT OF PLAINTIFFS’  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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*Attorneys for Plaintiffs and the Settlement  
Class*

I, Ryan J. Clarkson, declare as follows:

1. I am the managing attorney at Clarkson Law Firm, P.C. (“**Clarkson**”) and counsel of record for named Plaintiffs Jami Kandel, Mocha Gunaratna, and Renee Camenforte (“**Plaintiffs**” or “**Class Representatives**”). I am licensed to practice in the Southern District of New York, and I am a member in good standing of the New York State Bar Association. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiffs’ motion for final approval of class action settlement.

3. Unless otherwise defined, capitalized terms in this Declaration have the same meaning as set forth in the Parties’ Settlement Agreement, fully executed on June 24, 2024, and attached hereto as **Exhibit A**.

#### **Preliminary Statement**

4. The Settlement provides meaningful injunctive relief, requiring Defendant Dr. Dennis Gross Skincare, LLC (“**Defendant**”) to cease use of the challenged “C + Collagen” label attribute on Dr. Dennis Gross skincare products, and \$9,200,000 in restitution for the Settlement Class. As detailed herein, Class Representatives and Class Counsel respectfully submit that the Settlement, which was approved by the Honorable Edgardo Ramos on June 28, 2024, is fair, reasonable, and adequate and represents a favorable result for the Settlement Class in light of the significant risks of continuing to litigate the Actions.

5. In preliminarily approving the Settlement, Judge Ramos determined that the Notice Plan “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.” Dkt. 71, pp. 4.

6. From July 29, 2024, through September 27, 2024, Notice was provided to the Settlement Class in accordance with the court-approved Notice Plan. This included: (1) direct mail and email notice to all known individuals obtained from various vendors including a top seller of the Products; (2) reminder email notice; (3) comprehensive online media notice plan, including social media (e.g., Facebook, Instagram, Tik Tok, X, Reddit) notice resulting in 137,047,000 digital impressions (811,000 more than the previously-approved Notice Plan anticipated); (4) search engine advertising, which generated 48,427 impressions; and (5) a national press release through Cision’s PR Newswire’s US1, picked up by 454 media outlets, reaching a total potential audience of 109,900,000. As estimated, the Notice Plan “delivered a reach of more than 85% with an average frequency of 2.58.” The Settlement Website and toll-free hotline (IVR) that the Notice Administrator organized also received significant use—as of October 14, 2024, 6,371,857 unique users have made generated nearly 18.8 million views of the Settlement Website, and 338 calls have been made to the IVR.

7. The Class’s response to the Settlement has been overwhelmingly positive. 68,245 Class Members made valid claims, with zero opt-outs or objections to the Settlement. There were no objections to Plaintiffs’ motion for reimbursement of reasonable litigation costs in the amount of \$457,416.66, attorneys’ fees in the amount of \$3,066,700, and \$15,000 in Service Awards to the Class Representatives. This is an excellent result considering the reach and scope of the Notice Plan, and the positive reaction of the Class to the Settlement supports the propriety of Final Approval.

8. As reflected by Class Member response, the Settlement provides the Class with meaningful injunctive and monetary relief, without the inherent risk that would accompany further litigation. The Settlement was achieved after nearly four years of hard-fought litigation that involved extensive discovery, class certification briefing, motions to disqualify experts, summary adjudication briefing, a full-day mediation, and several months of settlement negotiations.

9. Plaintiffs now move for final approval of the Settlement, which is procedurally and substantively fair, reasonable, and adequate. Because the Settlement provides an excellent result for the Class, reached through arm's-length negotiations by dedicated and experienced Class Counsel, and eliminates the risk and expense of continued litigation and lengthy appeals, Plaintiffs respectfully request the Court grant the Settlement final approval and enter Judgment.

## **I. BACKGROUND AND OVERVIEW OF LITIGATION AND SETTLEMENT**

### **A. Investigation of Claims**

10. Following extensive investigation of the potential claims, background research on the potential defendants, a conflicts check, review of the Products' labeling, review of all relevant statutory and case authority, my firm, on behalf of Plaintiff Mocha Gunaratna ("**Gunaratna**"), prepared and served Defendant with a statutory notice letter, pursuant to California Civil Code, Section 1782, outlining Defendant's allegedly false and deceptive conduct on May 23, 2019.

### **B. Gunaratna is Filed in Early 2020**

11. On March 10, 2020, Plaintiff Gunaratna filed a class action complaint in the United States District Court for the Central District of California, asserting five (5) causes of action against Defendant: (1) violation of California's Consumers Legal Remedies Act, the "**CLRA**") (codified at Civ. Code, §§ 1750, *et seq.*, (2) violation of California's False Advertising Law (codified at Bus. & Prof. Code, §§ 17500, *et seq.*, the "**FAL**"); (3) violation of California's Unfair Competition Law

(codified at Bus. & Prof. Code, §§ 17200, *et seq.*, the “UCL”); (4) breach of express warranty; and (5) unjust enrichment. *See Gunaratna v. Dr. Dennis Gross Skincare, LLC.*, Case No. 2:20-cv-02311-MWF-GJS (C.D. Cal.), (ECF 1.)

12. On August 26, 2020, Gunaratna filed her First Amended Complaint (“FAC”) asserting three (3) additional causes of action against Defendant: (6) violation of MMWA written warranty (codified at 15 USC Section 2301, *et seq.*); (7) violation of MMWA implied warranty of merchantability (codified at 15 USC Section 2301, *et seq.*); and (8) restitution based on quasi-contract/unjust enrichment. *See Gunaratna v. Dr. Dennis Gross Skincare, LLC.*, Case No. 2:20-cv-02311-MWF-GJS (C.D. Cal.), (ECF 27.).

13. On December 16, 2021, Gunaratna filed her Second Amended Complaint (“SAC”) to include Plaintiff Renee Camenforte’s (“Camenforte”) allegations against and to amend the class definition to clarify the date range and to remove all nationwide class allegations against Defendant. *See Gunaratna v. Dr. Dennis Gross Skincare, LLC.*, Case No. 2:20-cv-02311-MWF-GJS (C.D. Cal.), (ECF 95), (referred to herein as “***Gunaratna Action.***”).

14. Over the past four (4) years, Plaintiffs Gunaratna and Camenforte engaged in extensive fact and expert discovery and expended considerable time and resources prosecuting *Gunaratna Action*. For example, Plaintiffs Gunaratna and Camenforte: (1) engaged in multiple rounds of written discovery; (2) pursued and reviewed thousands of business records, including all advertising, labeling, scientific support, and sales records; (3) issued third-party subpoenas regarding sales and manufacturing; (4) deposed Defendant’s corporate designees and experts; and (5) overcame numerous discovery disputes.

15. The Parties filed cross-motions to exclude the other’s experts. Plaintiffs Gunaratna and Camenforte overcame Defendant’s motions entirely, and on March 15, 2023, Judge Fitzgerald

granted in part Plaintiffs Gunaratna and Camenforte's motion to exclude Defendant's experts, excluding substantial opinions and testimony of Defendant's dermatologist.

16. On April 4, 2023, the Honorable Michael W. Fitzgerald certified the *Gunaratna Action* as a class action. In support of their class certification motion, Plaintiffs Gunaratna and Camenforte submitted reports from four (4) experts in chemistry, conjoint surveys, consumer behavior, and economics. Judge Fitzgerald granted Plaintiffs' Gunaratna and Camenforte's motion for class certification and denied Defendant's motion for summary judgment. In granting the *Gunaratna Action's* motion for class certification, Judge Fitzgerald found that a California class of purchasers of the Products met each of the Rule 23 criteria with respect to the UCL, FAL, CLRA, and express warranty claims. Despite Plaintiffs' winning class certification and overcoming summary judgment, Defendant remained defiant in its litigation approach. It engaged an additional scientific expert in an attempt to disprove Plaintiffs' claims and developed a new defense arguing that certain Products contained amino acids that were in fact derived from animal tissue. With its new defense, Defendant sought to significantly narrow the class if not decertify it outright. These new alleged facts necessitated significant additional discovery including third party discovery, subpoenas, and discovery motions in the California action, which had trial set for 2025.

17. On September 5, 2023, Defendant also moved for judgment on the pleadings to strike punitive damages from Plaintiffs Gunaratna and Camenforte's SAC. *See Gunaratna v. Dr. Dennis Gross Skincare, LLC.*, Case No. 2:20-cv-02311-MWF-GJS (C.D. Cal.), (ECF 281). On January 26, 2024, Judge Fitzgerald denied Defendant's motion for judgment on the pleadings. *Id.* (ECF 355).

**C. Kandel is Filed in 2023**

18. On March 7, 2023, Jami Kandel (“**Kandel**”) filed the instant action, alleging five causes of action, including: (1) violation of New York General Business Law § 349, *et seq.*; (2) violation of New York General Business Law § 350, *et seq.*; (3) breach of express warranty; (4) breach of implied warranty; and (5) restitution based on quasi-contract/unjust enrichment. (ECF 1.) (Referred to herein as “**Kandel Action**”) (*Gunaratna Action* and *Kandel Action* are collectively referred to as “**Actions**”).

19. Defendant moved to dismiss the complaint in the *Kandel Action*. (ECF 30). On March 5, 2024, the Court denied in part Defendant’s motion to dismiss, largely in Plaintiff Kandel’s favor, declining to dismiss Plaintiff Kandel’s statutory claims. (ECF 47). The Court granted Plaintiff Kandel leave to amend her breach of warranty and unjust enrichment claims. *Id.*

**D. Arm’s-Length Negotiations Leading to Settlement**

20. Prior to the filing of the *Gunaratna Action*, in 2019 and 2020, Plaintiff Gunaratna and our office attempted to resolve this matter with Defendant. Unable to resolve her claims, Plaintiff Gunaratna filed her lawsuit, and the Parties proceeded to brief Defendant’s motion to dismiss. Following the filing of the *Gunaratna Action*, the Parties have also informally discussed the prospect of settlement. After the court in *Gunaratna* issued a favorable order denying Defendant’s motion to dismiss, in 2021, Plaintiff Gunaratna again corresponded with Defendant, inviting Defendant to consider the possibility of a class-wide settlement, to no avail. As a result, the Parties proceeded to litigate the California action further, engaging in extensive fact and expert discovery and fully briefing Plaintiffs’ motion for class certification, cross-motions to exclude experts, Defendant’s motion for summary judgment, and Defendant’s motion to strike Plaintiffs’ testimony. In May 2023, after receiving a favorable ruling on the submitted motions and

oppositions in the California actions, Plaintiffs again approached Defendant about the prospect of private mediation to resolve the claims on the nationwide class-wide basis. Defendant did not respond and continued to zealously defend the claims in both cases. The Parties continued to litigate the *Gunaratna Action* and *Kandel Action* for nearly another year in parallel, during which Defendant raised a new theory of defense that had not been tested by the courts in either action. Plaintiffs Gunaratna and Camenforte responded with focused discovery and motion practice aimed at testing this new defense.

21. After a contentious four-year litigation in *Gunaratna* and approximately a year-long litigation in *Kandel*, the Parties agreed to attend a private mediation in an attempt to resolve both Actions. On February 8, 2024, the Parties participated in a virtual, full-day mediation with the Honorable Peter D. Lichtman (Ret.) of Signature Resolution in Los Angeles, California, founder of the Los Angeles Superior Court's Complex Civil Litigation program. After a full-day mediation, the Parties finally reached a settlement in principle.

22. Following the settlement in principle, for the next four months, each side continued to negotiate various terms at arm's length to ensure class members' rights are protected.

23. After substantial further negotiation on other non-monetary terms, on June 24, 2024, the Parties executed the Settlement Agreement.

24. When the Parties reached the instant Settlement, they agreed as part of the Settlement, and for efficiency purposes, that Plaintiff Kandel would amend her complaint in the *Kandel Action* to add Plaintiffs and the causes of actions from the *Gunaratna Action* to her alleged violations of New York General Business Law § 349, *et seq.*, New York General Business Law § 350, *et seq.*, breach of express and implied warranty, and restitution based on quasi-contract/unjust enrichment.



**E. Preliminary Approval of Settlement**

25. On June 25, 2024, Plaintiffs filed their unopposed motion for preliminary approval of the Settlement. Three days later, Judge Ramos preliminarily approved the Settlement.

26. In preliminarily approving the Settlement, this Court described the Settlement as “fair, reasonable, and adequate to the Settlement Class.” Dkt. 71, pp. 2.

27. This Court also approved the Notice and Notice Plan as satisfying the requirements of Federal Rule of Civil Procedure 23 and due process, conditionally certified the Settlement Class for purposes of effectuating the Settlement, and appointed EAG Gulf Coast, LLC (“EAG”) as Class Administrator.

28. Judge Ramos also appointed Jami Kandel, Mocha Gunaratna, and Renee Camenforte as Class Representatives, and Clarkson Law Firm, P.C. as Class Counsel, finding 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.” Dkt. 71, pp. 3.

29. On August 28, 2024, Plaintiffs filed their Motion for Award of Attorneys’ Fees and Costs, and Service Awards.

**II. THE SETTLEMENT**

30. The “Settlement Class” includes:

All persons in the United States who, between March 10, 2016 and June 28, 2024, purchased in the United States, for personal or household consumption and not for resale or distribution, one of the Class Products.<sup>1</sup>

(Ex. A ¶ 1.8.)

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<sup>1</sup> 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.

31. **Labeling and Advertising Changes.** As memorialized in the Settlement Agreement, Defendant has discontinued its sale of all products bearing the “C + Collagen” label attribute and has agreed not to relaunch any cosmetics using this label without actual collagen. (*Id.* ¶ 5.1.)

32. **\$9,200,000 Non-Reversionary Common Fund.** Defendant will establish a \$9,200,000 non-reversionary 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.” (*Id.* ¶ 2.1.)

33. **Claims.** Each Settlement Class Member will receive an average cash payment of \$38.05/per product. The average payment per claim is \$75.57, with the average payment for non-documented claims being \$73.63 and the average payment for documented claims being \$127.44. Schwartz Decl. ¶ 38. These numbers are excellent results for a Settlement of this size.

34. **Attorneys’ Fees and Costs and Service Awards.** As detailed in the Memorandum of law in support of Plaintiffs’ Motion for an Award of Attorneys’ Fees and Costs and Service Awards (“**Fee Motion**”), filed August 28, 2024 (Dkt. 73), Class Counsel seeks an award of attorneys’ fees amounting to one-third of the Settlement Fund, or \$3,066,700, as well as reimbursement of reasonable litigation costs in the amount of \$457,416.66. Attorneys’ fees and costs are to be distributed by the Settlement Administrator within fourteen (14) calendar days after the entry of Judgment, notwithstanding any appeals or any other proceedings which may delay the Effective Date of the Settlement. (Ex. A. ¶ 3.3.) Plaintiffs also requested Service Awards totaling \$15,000 (comprised of \$5,000 to each Plaintiff) as compensation for their efforts and diligent service as Class Representatives in the Actions, which will 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. (*Id.* ¶ 3.4.)

35. **Release.** In exchange for the monetary and non-monetary relief provided for in the Settlement Agreement, Defendant and affiliated entities will receive a release of claims concerning the Products, including unknown claims, and claims that could have been brought, arising prior to June 28, 2024. (*Id.*, ¶¶ 8.1-8.3). Plaintiffs 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, or otherwise assist others in doing so, with respect to any of the Released Claims, and to be forever barred from doing so. (*Id.* ¶ 8.7.). The Release is tailored from the factual predicate for the Actions and treats all Settlement Class Members equitably relative to one another.

36. **Notice.** EAG is the Court-appointed Class Administrator. EAG has ample experience in class action administration and has executed a robust Notice Plan that satisfies due process. As Class Administrator, EAG has: (1) established and operated the Settlement Fund; (2) disseminated Class Notice; (3) handled mailing of postcards and emailing summary notices/reminder notices; (4) answered inquiries from Settlement Class Members and/or forward to Class Counsel; (5) been prepared to monitor any Exclusions; (6) created a Settlement Website; (7) established a toll-free informational telephone number for Settlement Class Members; (8) processed Settlement Class Member Claims and has prepared to distribute payments; (9) provided regular status updates to counsel for all Parties; (10) prepared a compliance declaration for the Court at Final Approval; and (11) otherwise assisted and administered the Settlement. *See generally* Schwartz Decl. EAG will continue to serve these functions as Class Administrator until the terms of the Settlement have been fully carried out and all payments have been appropriately distributed pursuant to the Settlement Agreement.

37. **No Other Agreements.** The Settling Parties have no other agreements, outside of or in addition to the Settlement Agreement, that must be disclosed pursuant to Rule 23(e)(2)(C)(iv).

### **III. COMPLETION OF COURT-APPROVED NOTICE PLAN AND THE POSITIVE CLASS REACTION TO THE SETTLEMENT**

38. EAG executed the court-approved Notice Plan. Plaintiffs are filing the Declaration of EAG's Director of Notice, Brandon Schwartz, in connection with this Motion.

39. The Class's reaction to the Settlement has been overwhelmingly positive. The Notice Plan resulted in 68,245 claims, which represents approximately 23.8% claims rate, a remarkably high claims rate for a class action settlement. Of the 68,245 Claims, 2,433 contained receipts, accounting for 381,709 total products claimed. Schwartz Decl. ¶ 27.

40. The deadline for Settlement Class Members to object to or opt-out of the Settlement passed on September 27, 2024. EAG did not receive any objections or requests for exclusion.

41. Additionally, there have been no objections to the fees and costs award requested by Class Counsel.

42. Each Settlement Class Member will receive an average cash payment of \$38.05/per product, which represents over 70% of the average purchase price of the products.<sup>2</sup> Because most Class Members have attested to purchasing two or more products, the average payment to a Class Member is \$75.57. Schwartz Decl. ¶ 38.

43. Settlement Class Members who provided documentation will receive an average payment of \$127.44, and Settlement Class Members who did not provide documentation will receive an average payment of \$73.63. *Id.*, ¶ 38, fn. 9. These numbers are a testament to the

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<sup>2</sup> Average purchase price based on the suggested retail price is about \$52; the actual sales data depicts lower average purchase price.

adequacy of the Settlement and the strength of the Notice Plan. Here, 50.9% of the Settlement Class will be receiving immediate payment via digital means. *Id.*, ¶ 28.

44. The Notice Plan implemented by EAG consisted of a multi-faceted notice approach. The Notice Plan utilized direct mail and email notice, online and social media, search engine advertising, and a wide-reaching press release. The Settlement Website and toll-free hotline (IVR) that the Notice Administrator set up also received significant use.

45. EAG obtained and designed the settlement website to ensure that Class Members could receive and review all of the relevant information pertinent to the Settlement. The website contained: (1) a description of the Settlement; (2) a list of important dates, including: the claim form submission date, the exclusion and objection dates; and the Final Approval Hearing date; (3) case documents including: the Complaint, Settlement Agreement, Preliminary Approval briefing, Preliminary Approval Order, Fee Motion briefing, Full Notice, and the Claim Form.

46. The Long Form Notice and Short Form Notice provided on the Settlement Website also included information regarding Class Members right to object.

47. As Judge Ramos determined at preliminary approval, Notice for this action meets the applicable due process requirements. The Long Form notice provides the full release language and both Short and Long Form notices specify the place of the Final Approval Hearing in detail, including the address and courtroom number.

48. Class Counsel closely monitored the class notice program carried out by EAG and the claims administration process with minimum weekly check-ins and discussions whenever class member questions arose.

49. Additionally, EAG partnered with ClaimScore, which provides proprietary claim validation and fraud detection software. Together, more than 3,884,863 fraudulent claims were

identified and deemed invalid. Schwartz Decl. ¶ 30.

#### **IV. BACKGROUND AND EXPERIENCE OF CLASS COUNSEL**

50. Our firm is comprised of highly respected and experienced leaders in the field of consumer class action litigation.

51. I graduated from the Michigan State University School of Law, summa cum laude, in 2005 and received my B.A. from University of Michigan at Ann Arbor in 1999.

52. Prior to founding Clarkson Law Firm, P.C. (and its predecessor firm) in 2011 and serving as its managing attorney, I was a senior associate at a prominent Southern California class action firm where I exclusively litigated consumer class actions against pharmaceutical companies, insurance carriers, food manufacturers, and other consumer goods manufacturers. Clarkson Law Firm, P.C. has focused on large-scale class action litigation from its inception.

53. I founded Clarkson to help the underdogs of the world speak truth to power by harnessing the energy of the civil justice system to balance the scales between the powerful and the powerless. Our firm's mission is to become the most forward-thinking, purpose-driven law firm in the world. We are a collaborative, innovative, committed group of thought leaders in consumer class actions who have dedicated our professional lives to consumer justice. We are currently comprised of 32 attorneys, 13 paralegals, and nearly 80 employees.

54. I was the first attorney in the country to take on clients in connection with claims for permanent and disabling nerve damage caused by Levaquin, Cipro, and Avelox antibiotics manufactured by Johnson & Johnson and Bayer Pharmaceuticals. I represented dozens of clients across the country and helped to obtain millions of dollars in settlements on behalf of these clients.

55. Class Counsel Clarkson Law Firm, P.C. has extensive experience litigating class actions and other complex civil litigation, including:

- a. *Prescod v. Celsius Holdings, Inc.*, Los Angeles Superior Court, Case No. 19STCV09321, 2021 Cal. Super. LEXIS 8246 (Aug. 2, 2021) (false labeling and advertisement of products as having “No Preservatives”; class certification granted and appointment of Clarkson as Class Counsel by the Hon. Kenneth Freeman on August 2, 2021);
- b. *Swetz v. GSK Consumer Health*, 2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021) (false labeling and advertisement of products as “100% Natural” and “Clinically proven to curb cravings”; Clarkson appointed Class Counsel and final approval of \$6.5 million nationwide class granted by Hon. Nelson S. Roman on November 22, 2021)
- c. *Garcia v. Iovate et al.*, Santa Barbara Superior Court, Case No. 1402915. (false labeling and advertising of the popular “Hydroxycut” weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold to a total settlement value of over \$10 million).
- d. *Escobar v. Just Born, Inc.*, Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.) (unlawful and deceptive packaging of movie theater box candy; class certification granted; appointment of Clarkson Law Firm as Class Counsel and final approval of \$3.3 million nationwide class granted by Hon. Judge Terry J. Hatter, Jr. on December 15, 2020).
- e. *Iglesias v. Ferrara Candy Co.*, Case No. 3:17-cv-00849-VC (N.D. Cal.) (unlawful and deceptive packaging of movie theater box candy products; Clarkson Law Firm appointed Class Counsel and final approval of \$2.5 million nationwide class granted by the Hon. Vince Chhabria on October 31, 2018).
- f. *Tsuchiyama v. Taste of Nature*, Los Angeles Superior Court, Case No. BC651252 (unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018).
- g. *White v. GSK Consumer Healthcare Holdings (USA) LLC*, Case No. 5:20-cv-04048 (N.D. Cal.) (false labeling and advertisement of products as “100% Natural” and “Clinically proven to curb cravings”; Clarkson Law firm appointed Class Counsel and final approval of \$6.5 million nationwide class granted by Hon. Nelson S. Roman on November 22, 2021).
- h. *Prescott v. Bayer Healthcare, LLC*, Case No. 20-cv-00102-NC (N.D. Cal) (false labeling and advertisement of products as “Mineral-based”; Clarkson Law Firm appointed Class Counsel and final approval of \$2.25 million nationwide class settlement granted by Hon. Nathanael M. Cousins on December 15, 2021)

56. A true and correct copy of Class Counsel's resume, which includes more detailed information about my firm's practice and the qualifications of the other attorneys at the firm working on this case, is attached hereto as **Exhibit B**.

**V. THE SETTLEMENT IS A PRODUCT OF CLASS COUNSELS' EFFORTS AND DEDICATION TO THE ACTIONS**

57. Class Counsel diligently investigated the claims, defenses, and underlying events and transactions that are the subject of the Actions, and invested substantial time and resources into the prosecution of the Actions, which ultimately led to a significant Settlement for the Class. Class Counsel's efforts included, among other things: (1) relentlessly pursuing and reviewing thousands of business records; (2) deposing Defendant's corporate designees and experts; (3) subpoenaing third parties for sales and manufacturing data; (4) retaining and working with experts in multiple disciplines, all of whom conducted in-depth studies and produced thorough expert reports on chemistry, consumer behavior, and conjoint analysis/damages; (5) concurrently litigating the *Kandel Action* and the *Gunaratna Action*; (6) obtaining class certification in the *Gunaratna Action*; (7) successfully defending against Defendant's motions for summary adjudication, dismissal, and a judgment on the pleadings in the *Gunaratna Action*; (8) attending a full-day mediation together with four months of additional negotiations to reach the Settlement..

58. The Settlement is the result of extensive arms-length negotiations and hard-fought litigation over the last four (4) years. Plaintiffs have requested, received, and analyzed all variations of the Products' labeling and advertising, relevant changes to the labeling and advertising, the ingredients contained in the Products, relevant consumer complaints, product sales information, all studies and scientific literature in support of Defendant's advertising claims, and all relevant market research Defendant conducted related to the Products. Plaintiffs also deposed



multiple of Defendant's corporate designees and class certification experts. Discovery was adversarial in nature and conducted with an eye towards trying the Actions. In the *Gunaratna Action*, the Parties fully briefed and received favorable orders on class certification and summary judgment before the mediation in 2024. In the *Kandel Action*, the Parties fully briefed and received a favorable order on the motion to dismiss after the mediation in 2024.

59. At the time the Settlement was reached, trial was quickly approaching in *Gunaratna* and, due to the number and complexity of issues in dispute, the Parties would have incurred considerable costs in preparing their respective cases for trial with no guarantee of success.

60. My law firm has committed substantial resources to this case, thousands of attorney hours spent and paid hundreds of thousands of dollars to their: (a) damages experts to prepare, conduct, and defend their conjoint analysis survey; (b) consumer behavior expert to prepare, conduct, and defend his consumer surveys depicting consumers' reliance on the product labels; (c) scientific expert and consultants to prepare and analyze product ingredients to opine on whether the ingredients at issue come from or constitute collagen.

61. This Action involved difficult, complex, and hotly disputed expert-driven issues regarding, *inter alia*, damages methodologies, consumer behavior, and advertising statements. Nothing was assured. Plaintiffs faced the risk of establishing liability at trial and discrediting Defendant's experts, while maintaining the credibility of Plaintiffs' experts. It is impossible to predict which testimony would be credited, and ultimately, which expert version would be accepted by the jury.

62. The experience of Class Counsel has taught it that these considerations can make the ultimate outcome of a trial highly uncertain. While Plaintiffs raised questions on the validity and applicability of Defendants' expert reports, there certainly was no guarantee that the testimony

of Plaintiffs' experts would have been accepted over that of Defendant's.

63. While Plaintiffs were confident that their experts would be deemed believable and credible, there was also a possibility of a verdict in favor of Defendant. Should that occur, the Class would have been left with nothing. Recognizing the potential for non-payment, Class Counsel spent a significant amount of time preparing the case to navigate these difficult issues.

64. As a result of my firm's tireless efforts in the Actions, we have helped secure a Settlement that is substantial in terms of monetary and injunctive relief. The Settlement ensures a prompt resolution of the Actions on terms that are fair, reasonable, and adequate to the Settlement Class. It provides a favorable result for Class Member many years earlier than continued litigation through trial and/or appeals might.

65. From the beginning, this nationwide class action has demanded a great deal of attention from Class Counsel. Due to the considerable expenditure of time, effort and resources—including significant pre- and post-filing investigations, preparation of discovery on a wide range of topics, extensive consultation with consultants, and mediation—Class Counsel were required on some occasions to forego other employment in order to commit the necessary resources to the prosecution of this case.

## **VI. THE SETTLEMENT CONFERS SIGNIFICANT BENEFITS TO A LARGE CLASS OF PERSONS**

66. The Settlement provides substantial benefits on the Settlement Class and accomplishes the primary purposes of consumer protection laws—to stop and prevent unfair competition and provide redress to consumers harmed by the unfair competition.

67. The Products are a popular line of skincare products previously sold online and at large retail outlets such as Sephora, and through other channels across the United States.

68. Defendant has agreed to significant injunctive relief, specifically permanent cessation of the challenged labels and/or products. Defendant has agreed not to reintroduce the challenged products without collagen.

69. Defendant will establish a \$9,200,000 non-reversionary 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.

**VII. THE STRENGTH OF PLAINTIFFS' CASE AND THE RISK, EXPENSE, COMPLEXITY, AND LIKELY DURATION OF FURTHER LITIGATION**

70. Though Plaintiffs believe in their case, the Settlement provides a significant, immediate return and eliminates substantial risks of less or no recovery. Class Counsel is convinced that the Settlement is in the best interests of the Class based on the negotiations detailed and knowledge of the issues presented.

71. The Actions involved substantial risk and uncertainty. Liability depends on Plaintiffs' ability to establish elements requiring subjective determinations of fact. And, to establish liability under New York and California consumer protection laws, Plaintiffs must convince a jury that a reasonable consumer would be misled by Defendant's alleged misrepresentation. Such a determination is inherently subjective and introduces a large degree of uncertainty and risk into the litigation. Additionally, Plaintiffs arguably would need to demonstrate that the purported "collagen" ingredients within the Products are neither collagen nor derived from collagen. Due to the highly technical nature of this inquiry, the outcome of the actions would inevitably turn on competing expert testimony offered at trial, which was fast-approaching in the *Gunaratna* action.

72. Had the Parties not settled, DDG made it clear that it would move to decertify the class in the *Gunaratna Action*, vigorously oppose certification in the *Kandel Action*, and, if a class was certified in the *Kandel Action*, move for summary judgment. Also, on the eve of the Parties' close of fact discovery in the *Gunaratna Action*, Defendant developed a new defense necessitating the Parties to engage in additional discovery and litigation efforts. Although Plaintiffs are confident in their success, they recognize that the new defense has not been tested by either court, and briefing these issues would require the expenditure of substantial time and resources with no guarantee of success. Continued litigation would only delay relief to the Settlement Class. The Settlement alleviates these risks, as well as the substantial time and resources involved in continuing to litigate the Actions, and provides a timely, certain, and substantial benefit to the Settlement Class.

73. In negotiating the Settlement, we carefully considered the injunctive relief and the compensation of Settlement Class Members. Specifically, we balanced the Settlement against the possible outcomes of a trial on the merits. The risks of trial and the normal "perils" of litigation, as well as the specific defenses and issues discussed above, were all weighed in reaching the Settlement. We also carefully considered the time value of the present Settlement, the fact that changes will be made to the Products' Labeling, and the monetary relief that will be provided to members of the Class.

74. The risk of maintaining class status in both Actions, through trial, is significant. The Court has not yet certified the *Kandel Action* to proceed as a class, and such a determination would be reached only after exhaustive briefing. Defendant likely would have argued that individual questions predominate over questions common to the class, that a class action is not a superior method to resolve Plaintiffs' claims, and that a class trial would not be manageable.

Plaintiff Kandel was preparing to file her motion for class certification, which would require additional fact and expert discovery, exhaustive briefing, and extensive resources. This, in addition to Defendant's motion to decertify the class in the *Gunaratna Action* would require extensive briefing, thereby increasing risk, expense, and delay. If the case proceeded, the Parties would have to conduct further fact and expert discovery, retain new experts, subpoena third parties, prepare witnesses, and prepare and litigate various pretrial motions. If Plaintiff Kandel achieved class certification in *Kandel*, she would then need to litigate summary judgment motions, any appeals, trial, and post-trial motions, all of which would be costly and time-consuming for the Parties and the Court. Plaintiffs have a thorough understanding of the strengths and weaknesses of this case sufficient to support the reasonableness of the Settlement.

75. Ultimately, it would take several years to litigate both *Gunaranta* and *Kandel* through trial, with no guarantee that Plaintiffs and the Settlement Class would achieve a better result than the recovery provided by the Settlement, or any recovery at all. Although discovery did not reflect that an even greater judgment would pose severe economic hardship to Defendant, and Plaintiffs are confident that they would have achieved certification in *Kandel*, continuing to litigate the Actions would have been costly and time consuming for both parties, likely necessitating further discovery and additional experts. Thus, based on our firm's collective experience, we concluded that the Settlement provides exceptional results for the Class while sparing the Class from the uncertainties of continued and protracted litigation.

76. Since entry of the Preliminary Approval Order, the facts supporting certification have not changed to alter the propriety of class certification.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on October 17, 2024 at Malibu, California.

A handwritten signature in blue ink, appearing to read 'R. Clarkson', written over a horizontal line.

Ryan J. Clarkson

# EXHIBIT A

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

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

**Settlement Agreement**

**CONFIDENTIAL Settlement Communication (FRE 408)**

**June 14, 2024**

**Class Action Settlement Agreement**

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

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

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

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

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

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

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

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

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



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

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

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

**WHEREAS**, the Plaintiffs and Class Counsel have analyzed and evaluated the merits of all Parties' contentions and this Settlement as it affects all Parties and the Settlement Class Members and, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Actions and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members;

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

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

**WHEREAS**, this Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the Actions, any threatened but not yet filed claim, or of any

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fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability by or against any Party;

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

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

**1. DEFINITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. SETTLEMENT FUND.**

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

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

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

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

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

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

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

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

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

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

**4. CLAIMS PROCESS.**

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

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

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

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



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

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

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

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

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

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

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

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

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

**5. NON-MONETARY RELIEF.**

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

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

**6. CLASS NOTICE AND CLAIMS ADMINISTRATION.**

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

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

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

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

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

**6.4.1** Establishing and operating the Settlement Fund;

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

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

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

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

**6.4.6** Receiving and maintaining Requests for Exclusion;

**6.4.7** Establishing a Settlement Website;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. COURT APPROVAL.**

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

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

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

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

**8. RELEASE.**

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

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

**8.3 Waiver.** Without limiting the foregoing, the Released Claims specifically extend to and include claims related to the Class Products that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement and the releases contained herein become effective, including, without limitation, any Released Claims that if known, might have affected the Plaintiffs' settlement with and release of the Releasees, or might have affected a decision to object to or Opt-Out of this Settlement (the "Unknown Claims"). This paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

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

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

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

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

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

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

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**9. TERMINATION.**

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

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

**10. NO ADMISSION OF LIABILITY.**

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

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

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



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

**12. MISCELLANEOUS.**

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

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

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

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

***If to Settlement Class Representatives or Class Counsel***

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

***If to Defendant or Defense Counsel***

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

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**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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Dated: 6/18/2024

  
\_\_\_\_\_  
Mocha Gunaratna

Dated: 6/17/2024

  
\_\_\_\_\_  
Renee Camenforte

Dated: 6/18/2024

  
\_\_\_\_\_  
Jami Kandel


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

\_\_\_\_\_  
Dr. Dennis Gross Skincare, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

DATED: June 18, 2024

**CLARKSON LAW FIRM, P.C.**

  
\_\_\_\_\_  
Ryan J. Clarkson  
Yana Hart  
Tiara Avanness

*Attorneys for Plaintiffs and the  
Settlement Class*

**PRICE PARKINSON & KERR,  
PLLC**

DATED: June \_\_\_, 2024

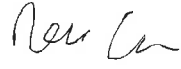
\_\_\_\_\_  
Steven Garff  
Jason M. Kerr  
David Parkinson

*Attorneys for Defendant*

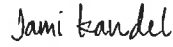
Dated: 6/18/2024

  
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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*

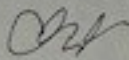
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**PRICE PARKINSON & KERR,  
PLLC**

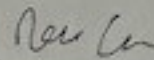
  
\_\_\_\_\_  
Steven Garff  
Jason M. Kerr  
David Parkinson

*Attorneys for Defendant*

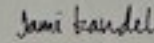
Dated: 6/18/2024

  
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Mocha Gunaratna

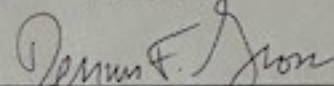
Dated: 6/17/2024

  
\_\_\_\_\_  
Renee Camentorte

Dated: 6/18/2024

  
\_\_\_\_\_  
Jami Kandel


Dated: 6/23/2024

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

**APPROVED AS TO FORM:**

DATED: June 18, 2024

**CLARKSON LAW FIRM, P.C.**

  
\_\_\_\_\_  
Ryan J. Clarkson  
Yana Hart  
Tiara Avness

*Attorneys for Plaintiffs and the  
Settlement Class*

DATED: June \_\_, 2024

**PRICE PARKINSON & KERR,  
PLLC**

\_\_\_\_\_  
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

DDG C Plus Collagen Settlement Administrator  
 P.O. Box 3553  
 Baton Rouge, LA 70821

**Your Claim Form Must Be Postmarked On  
 or Before 9/27/2024**

***Kandel v. Dr. Dennis Gross Skincare, LLC***  
 U.S. District Court for the Southern District of New York, Case No. 21-cv-01967-ER

**Claim Form**

**SAVE TIME AND SELECT YOUR PREFERRED PAYMENT METHOD**  
**- Submit online at [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com)**

GENERAL CLAIM FORM INFORMATION

**If you purchased** any of 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 June 28, 2024 (collectively referred to as the “Settlement Class”), 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 September 27, 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:** DDG C Plus Collagen Settlement Administrator, P.O. Box 3553, Baton Rouge, LA 70821

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.

**Part A: Claimant Information**

---

|  |                |          |
|--|----------------|----------|
| First Name   | Middle Initial |          |
| Last Name  | Suffix         |          |
| Mailing Address: Street Address/ P.O. Box (include Apartment/Suite/Floor Number) |                |          |
| City   | State          | Zip Code |
| Email Address  |                |          |
| _____ - _____ - _____<br>Contact Phone Number                                    |                |          |

# Claim Form

## Part B: Purchase Information

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 June 28, 2024 in the chart below:

| Products Purchased    | Check all that apply     | Quantity of Products | 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 DDG C Plus Collagen Settlement Administrator, P.O. Box 3553, Baton Rouge, LA 70821.
- (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 June 28, 2024 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:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## **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@cpluscollagenlawsuit.com](mailto:info@cpluscollagenlawsuit.com).
- 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 Dr. Dennis Gross Skincare, LLC’s “C+Collagen” Products between March 10, 2016, and June 28, 2024, then you may be entitled to payment.

*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 owned, manufactured, and distributed products labeled as “C+Collagen” and purporting to contain collagen, when in reality, the products did 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 contained 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 June 28, 2024 (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 September 27, 2024               | The only way to get a cash payment, is if you submit a valid claim and qualify.   |
| EXCLUDE YOURSELF FROM THE CLASS BY September 27, 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 September 27, 2024           | Tell the Court about why you don’t like the Settlement.   |
| GO TO A HEARING ON October 31, 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 1-844-931-3243 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.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION ..... PAGE 4**

- 1. Why was this notice issued?
- 2. What is the lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

**WHO IS IN THE SETTLEMENT ..... PAGE 5**

- 5. How do I know if I am part of the Settlement?
- 6. I'm still not sure if I'm included in the Settlement.

**THE SETTLEMENT BENEFITS—WHAT YOU GET ..... PAGE 6**

- 7. What does the Settlement provide?
- 8. What am I giving up in exchange for the Settlement benefits?

**HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM ..... PAGE 8**

- 9. How can I get a cash payment?
- 10. When will I get my check?

**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 8**

- 11. If I exclude myself, can I get anything from the Settlement?
- 12. If I don't exclude myself, can I sue later?
- 13. How do I get out of the Settlement?

**OBJECTING TO THE SETTLEMENT ..... PAGE 9**

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

**OBJECTION AND OPT-OUT DIFFERENCES ..... PAGE 10**

- 15. What's the difference between objecting and excluding?

**THE LAWYERS REPRESENTING YOU ..... PAGE 10**

QUESTIONS? CALL 1-844-931-3243 OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
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- 16. Do I have a lawyer in the case?
- 17. How will the costs of the lawsuit and Settlement be paid?

THE COURT’S FAIRNESS HEARING .....PAGE 11

- 18. When and where will the Court decide whether to approve the Settlement?
- 19. Do I have to come to the hearing?
- 20. May I speak at the hearing?

IF YOU DO NOTHING.....PAGE 12

- 21. What happens if I do nothing at all?

GETTING MORE INFORMATION.....PAGE 12

- 22. How do I get more information?

### 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 owned, manufactured, and distributed products labeled as “C+Collagen” and purporting to contain collagen, when in reality, the products did 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 1-844-931-3243 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 contained 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 June 28, 2024. 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 1-844-931-3243 OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

## 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 1-844-931-3243 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.

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).

QUESTIONS? CALL 1-844-931-3243 OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

## 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 1-844-931-3243 OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

## 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, **September 27, 2024**, to:

DDG C Plus Collagen Settlement Administrator  
P.O. Box 3553  
Baton Rouge, LA 70821

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 **October 31, 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 1-844-931-3243 OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

### 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 **September 27, 2024**, to:

DDG C Plus Collagen Settlement Administrator  
P.O. Box 3553  
Baton Rouge, LA 70821

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 1-844-931-3243 OR VISIT [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com).  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

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 **September 27, 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 1-844-931-3243 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 \$399,324, 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 **10:30 a.m. on October 31, 2024**, at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, Courtroom 619. 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 1-844-931-3243 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 **September 27, 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 1-844-931-3243.

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

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

QUESTIONS? CALL 1-844-931-3243 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 Dr. Dennis Gross Skincare, LLC’s “C+Collagen” Products Between March 10, 2016, and June 28, 2024, 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 June 28, 2024, (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 September 27, 2024.**

**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 September 27, 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 September 27, 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.

**The Fairness Hearing**

On **October 31, 2024 at 10:30 am**, the Court will hold a hearing at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, Courtroom 619, 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 by calling **1-844-931-3243**, by emailing [info@cpluscollagenlawsuit.com](mailto:info@cpluscollagenlawsuit.com), or by writing to DDG C Plus Collagen Settlement Administrator, P.O. Box 3553, Baton Rouge, LA 70821, or contact Class Counsel at [DDG@Clarksonlawfirm.com](mailto:DDG@Clarksonlawfirm.com).

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

# EXHIBIT 4

## **Postcard Notice**

Settlement Agreement

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

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

Claims must be postmarked or submitted by **September 27, 2024**

Class Member ID: <<refnum>>

<<firstname>> <<mi>> <<lastname>>  
<<address1>> <<address2>>  
<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct information:

\_\_\_\_\_

First Name MI Last Name

\_\_\_\_\_

Address

\_\_\_\_\_

City State Zip Code

Class Products you purchased in the U.S. between March 10, 2016, and June 28, 2024, in the chart below:

| Product Purchased     | Check all that apply | Total # Purchased | Approx. Date of Purchase |
|-----------------------|----------------------|-------------------|--------------------------|
| C+Collagen Serum      |                      |                   |                          |
| C+Collagen Eye Cream  |                      |                   |                          |
| C+Collagen Deep Cream |                      |                   |                          |
| C+Collagen Mask       |                      |                   |                          |

Please choose **one** of the following:

- Check here if you are mailing Proof of Purchase documentation with this claim form. If so, please mail a copy of your receipt(s) memorializing the purchase of the Class Products along with this Claim Form to DDG C Plus Collagen Settlement Administrator, P.O. Box 3553, Baton Rouge, LA 70821.
- Check here if you are making a claim without a Proof of Purchase (limit of two claims without proof of purchase).

**By signing this Claim Form, I affirm under penalty of perjury under the laws of the United States of America that the information on this Claim Form is true and correct to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (MM/DD/YY)

## Court-Approved Legal Notice



This is an important notice about a class action lawsuit.

<<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>>



United States District Court  
*Kandel, et al. v. Dr. Dennis Gross Skincare LLC*  
Case No. 1:23-cv-01967-ER  
**Class Action Notice**  
*Authorized by the U.S. District Court*

[INSERT QR CODE]

Did you buy any of Dr. Dennis Gross Skincare, LLC's "C + Collagen" Products for personal or household use in the United States between March 10, 2016, and June 28, 2024?

There is a \$9,200,000 million settlement of a lawsuit.  
You may be entitled to payment.

To get a payment under this settlement, you must submit a claim by September 27, 2024.  
You can visit [www.Cpluscollagenlawsuit.com](http://www.Cpluscollagenlawsuit.com) to learn more.

**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 **September 27, 2024**, 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 1-844-931-3243.
- 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](http://www.Cpluscollagenlawsuit.com) or by scanning the QR code.

**NO POSTAGE  
NECESSARY IF  
MAILED IN THE  
UNITED STATES**

DDG C PLUS COLLAGEN SETTLEMENT ADMINISTRATOR

P.O. BOX 3553

BATON ROUGE, LA 70821



# 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 |
|--------|-------------|---------|----------|----------|
|--------|-------------|---------|----------|----------|

*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.*

|                             |             |               |         |         |
|-----------------------------|-------------|---------------|---------|---------|
| 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

# EXHIBIT 9

## **Undertaking**

Settlement Agreement

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

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



# Clarkson

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Managing Partner

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May 31, 2024

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**Re: *Jami Kandel, et al. v. Dr. Dennis Gross Skincare, LLC; Clarkson Law Firm P.C.’  
Undertaking Regarding Attorneys’ Fees and Costs***  
Case No. 1:23-cv-01967-ER

Dear Counsel:

Plaintiffs Jami Kandel, Mocha Gunaratna, and Renee Camenforte (“**Plaintiffs**”), and Defendant Dr. Dennis Gross Skincare, LLC (“**Defendant**”), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, Class Counsel (as defined in the underlying Settlement Agreement) and their law firm desire to give an undertaking (the “**Undertaking**”) for repayment of their award of attorneys’ fees and costs, as is required by the Settlement Agreement, and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

WHEREAS, capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, Clarkson Law Firm, P.C., submit to the jurisdiction of the United States District Court, Southern District of New York (“Court”) for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

Clarkson Law Firm, P.C., and its successors and assigns, shall be liable for Class Counsel’s obligations to return such payments pursuant to this Undertaking and Paragraph 3.3 of the underlying Settlement Agreement. In the event of dissolution of the Clarkson Law Firm, P.C., its shareholders shall be jointly and severally liable to return such payments.

Defendant will pay Class Counsel the Court awarded attorneys’ fees and costs as provided in the Settlement Agreement within fourteen (14) calendar days of entry of the Court’s Final Order and Judgment approving the settlement and fee award, notwithstanding any appeals or any other proceedings which may delay the Effective Date of the Settlement.

If the Final Approval Order and Judgment or any part of it is overturned, reduced, vacated, or otherwise modified prior to the Effective Date, then within forty-five (45) days of such event Clarkson Law Firm, P.C. 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. The terms set forth herein are expressly incorporated into this Class Action Settlement Agreement and shall be binding as if fully set forth herein.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Order and Judgment.

In the event Class Counsel fails to repay to Defendant any attorneys' fees and costs that are owed pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Clarkson Law Firm, P.C. for the unpaid sum.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of Clarkson Law Firm, P.C.

DATED: May 31, 2024

**CLARKSON LAW FIRM, P.C.**

By: /s/  
Ryan J. Clarkson, Esq.  
590 Madison Avenue, 21st FLR  
New York, NY 10022

*Counsel for Plaintiffs and the  
Proposed Class*

# EXHIBIT B

## **Clarkson Law Firm, P.C. - Firm Resume**

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

Clarkson is a public interest law firm headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success is fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements— from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions — our track record speaks for itself.

#representmore

## NOTABLE CASES

### Data Breach and Privacy Actions

*Heather Heath, et al. v. Keenan & Associates*, No. 24STCV03018 (Super. Ct. L.A. County, Feb. 2, 2024) (resolving a data breach action involving sensitive financial and medical information, a preliminary approval for which is forthcoming).

*C.M., et al. v. MarinHealth Medical Group, Inc.*, No 3:23-cv-04179-WHO (N.D. Cal Aug. 16, 2023) (successfully overcoming a motion to dismiss on nearly all counts except one, in a case involving misuse and unauthorized disclosure of medical information).

*Hall, et al. v. Los Angeles Unified School District*, Case No. 23STCV04334, (Los Angeles Co. Sup. Ct. Feb. 28, 2023) (class action against LAUSD for data breach compromising highly sensitive information, including minor students' medical and psychological assessments).

*Hasson v. Comcast Cable Communications, LLC*, 2:23-cv-05039-JMY (E.D. Pa. 2023) (Clarkson appointed to Plaintiffs' Steering Committee following contested leadership motion briefing in a MDL data breach).

*B.K., et al. v. Tenet Healthsystem Medical Inc.*, Case No. 2:23-cv-5021 (C.D. Cal. June 23, 2023) (class action against medical providers for data privacy violations, including transmission of personally identifiable information and private health information to unauthorized third parties, such as Facebook).



*Baton v. Sas*, Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir. Dec. 1, 2022) (reversal of district court’s erroneous dismissal of data breach action on jurisdictional grounds).

*In Re: Samsung Customer Data Security Breach Litigation*, Civil Action No. 23-md-3055 (CPO)(EAP) MDL No. 3055 (class action against Samsung for data breach of millions of users’ sensitive and confidential personally identifiable information).

*In Re: Tik Tok Inc., Consumer Privacy Litigation*, MDL No. 2948 (represented hundreds of clients in connection with unauthorized transmission of private data, including unpublished private videos and images).

*Ryan v. Ticketmaster, LLC et al.*, No. 2:24-cv-04482 (N.D. Cal.) (first filed action in the country against Ticketmaster in connection with their massive data breach affecting over 500 million victims).

## False and Deceptive Advertising Class Actions

*Prescott v. Bayer Healthcare, LLC*, Case No. 20-cv-00102-NC (N.D. Cal) (false labeling and advertisement of products as “Mineral-based;” Clarkson Law Firm appointed Class Counsel and final approval of \$2.25 million nationwide class settlement granted by Hon. Nathanael M. Cousins on December 15, 2021);

*Swetz v. GSK Consumer Health*, 2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021) (false labeling and advertisement of products as “100% Natural” and “Clinically proven to curb cravings;” Clarkson appointed Class Counsel and final approval of \$6.5 million nationwide class granted by Hon. Nelson S. Roman on November 22, 2021);

*O’Brien and Kipikasha v. Sunshine Makers, Inc.*, San Bernardino Superior Court, Case No. CIVSB2027994 (Sept. 21, 2021) (false labeling and advertisement of products as “Non-Toxic;” Clarkson appointed Class Counsel and final approval of \$4.35 million nationwide class granted by Hon. David Cohn on September 21, 2021);

*Prescod v. Celsius Holdings, Inc.*, Los Angeles Superior Court, Case No. 19STCV09321, 2021 Cal. Super. LEXIS 8246 (Aug. 2, 2021) (false labeling and advertisement of products as having “No Preservatives;” class certification granted and appointment of Clarkson as Class Counsel by the Hon. Kenneth Freeman on August 2, 2021);

*Mateski, et al. v. Just Born, Inc.*, San Bernardino Superior Court, Case No. CIVDS1926742 (unlawful and deceptive packaging of movie theater box candy; appointment of Clarkson as Class Counsel and final approval of \$3.3 million nationwide class granted by Hon. David Cohn on December 15, 2020);



*Thomas v. Nestle USA, Inc.*, Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291 (unlawful and deceptive packaging of box candy; class certification granted by Hon. Daniel J. Buckley on April 29, 2020);

*Escobar v. Just Born, Inc.*, Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.) (unlawful and deceptive packaging of movie theater box candy; class certification granted; appointment of Clarkson Law Firm as Class Counsel and final approval of \$3.3 million nationwide class granted by Hon. Judge Terry J. Hatter, Jr. on December 15, 2020);

*Skinner v. Ken's Foods, Inc.*, Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019) (unlawful and deceptive packaging of salad dressing labels; \$403,364 in attorneys' fees and expenses awarded to Clarkson because lawsuit deemed catalyst for Ken's label changes).

*Iglesias v. Ferrara Candy Co.*, Case No. 3:17-cv-00849-VC (N.D. Cal.) (unlawful and deceptive packaging of movie theater box candy products; Clarkson Law Firm appointed Class Counsel and final approval of \$2.5 million nationwide class granted by the Hon. Vince Chhabria on October 31, 2018);

*Tsuchiyama v. Taste of Nature*, Los Angeles Superior Court, Case No. BC651252 (unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018);

*Amiri, et al. v. My Pillow, Inc.*, San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018) (United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved and Clarkson appointed Class Counsel on February 26, 2018);

*Garcia v. Iovate et al.*, Santa Barbara Superior Court, Case No. 1402915. (false labeling and advertising of the popular "Hydroxycut" weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold to a total settlement value of over \$10 million);

*Morales, et al. v. Kraft Foods Group, Inc.*, 2015 U.S. Dist. LEXIS 177918 (C.D. Cal. June 23, 2015) (California class action against the world's second largest food and beverage company for falsely advertising and mislabeling "natural" cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson as Class Counsel granted on June 23, 2015);



## Other Notable Cases

*Fluoroquinolone Antibiotic Cases* – Mr. Clarkson was the first plaintiff attorney in the country to represent clients in connection with claims involving permanent and disabling nerve damage caused by Levaquin, Cipro, and Avelox manufactured by Johnson & Johnson and Bayer Pharmaceuticals. Mr. Clarkson represented dozens of clients across the country.

## OUR TEAM

### Ryan J. Clarkson

Mr. Clarkson is Managing Partner of Clarkson. Mr. Clarkson focuses his practice on public interest class and collective actions involving privacy, data misuse, unfair competition, false advertising, defective products, and illegal employment practices. Prior to founding Clarkson, Mr. Clarkson practiced consumer class action law at a prominent firm in Los Angeles, where he exclusively litigated consumer class actions against pharmaceutical companies, insurance carriers, food manufacturers, and other consumer goods manufacturers. Prior to that, Mr. Clarkson worked for over five years as an associate, summer associate, and law clerk at Dykema Gossett, PLLC.

Mr. Clarkson is admitted to the State Bars of California, Michigan, and New York. He is also a member of the bars of the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California, the Eastern and Western Districts of Michigan, the Southern and Eastern Districts of New York, as well as the United States Courts of Appeals for the Ninth, Sixth, and Second Circuits, and the Supreme Court of the United States.

Mr. Clarkson graduated from Michigan State University School of Law, summa cum laude in 2005 and graduated from the University of Michigan at Ann Arbor in 1999 with a B.A.

Mr. Clarkson is a member of the Board of Directors (emeritus) of the Los Angeles Trial Lawyers' Charities as well as a member of Consumer Attorneys of California, Consumers Attorneys Association of Los Angeles, American Association for Justice, and Public Justice.

### Shireen M. Clarkson

Ms. Clarkson is a Senior Partner at Clarkson. Ms. Clarkson focuses her practice on consumer class actions in the areas of food labeling, pharmaceutical drugs, cosmetics, exercise gear, supplements, and other consumer products. Prior to joining Clarkson, Ms. Clarkson practiced law at a prominent Southern California class action firm where she exclusively litigated consumer class actions and mass torts cases against pharmaceutical companies, insurance carriers, food





manufacturers, and other consumer goods manufacturers.

Ms. Clarkson is admitted to the State Bar of California, the bars of the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Ms. Clarkson graduated from the University of California Hastings College of the Law in 2004. In 2000, Ms. Clarkson graduated with honors from University of California, Santa Barbara where she earned a B.A.

## Glenn A. Danas

Mr. Danas is a Partner at Clarkson Law Firm. Mr. Danas concentrates on appellate, class action and PAGA litigation. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Prior to that, Mr. Danas was partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct. (Marshalls of CA, LLC)*, 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.*, 747 F.3d 1117 (9th Cir. 2014).

Mr. Danas has received numerous awards, including having been named as one of the Top 20 Lawyers Under 40 in California (Daily Journal), one of the Top 100 Lawyers in California (Daily Journal), received the California Lawyer Attorney of the Year (CLAY) award, and one of the Top 500 Civil Rights Lawyers in the country (Law Dragon, 2021 and 2022).

Mr. Danas is admitted to practice in California, and is also a member of the bars of the United States Supreme Court, the United States Courts of Appeals for the Second, Third, Eighth and Ninth Circuits, and the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

Mr. Danas graduated from Emory University School of Law, *with honors* in 2001, and was a board member of the Emory Law Journal. Mr. Danas also graduated from Cornell University in 1998 with a B.S. in Industrial and Labor Relations. Following law school, Mr. Danas was a law clerk to the Hon. U.W. Clemon, Chief Judge of the Northern District of Alabama. Mr. Danas entered private practice as an associate at Shearman & Sterling LLP in New York City, where he worked primarily on antitrust and securities litigation.

Mr. Danas is a bar-certified specialist in Appellate Law. He is also a member of the Executive Committee for the CLA Labor and Employment Section; on the CLA Committee on Appellate Courts; one of the members of Law360's Editorial Advisory Panel for Appellate Litigation, and a member of LACBA's State Appellate Judicial Evaluation Committee, helping evaluate new appellate judicial appointments for the Governor.



## Arthur H. Bryant

Arthur H. Bryant is a partner at Clarkson and head of the firm's Title IX practice area. Twice named one of the "100 Most Influential Attorneys in America" by the National Law Journal, Arthur brings to Clarkson over 40 years of experience fighting for plaintiffs' rights, having won major victories and established precedents in constitutional law, consumer protection, civil rights, workers' rights, toxic torts, access to justice, class actions, and mass torts throughout his career.

Arthur is the former Chairman and Executive Director of Public Justice, a national public interest law firm, where he built the office from the ground up — from serving as its sole staff attorney in 1984, to being named Executive Director in 1987, and eventually Chairman in 2014.

Arthur is a graduate of Swarthmore College and Harvard Law School, where he was captain of the Ames Moot Court Championship Team — one of the nation's most prestigious competitions for appellate brief writing and advocacy.

## Christina M. Le

Christina M. Le is a Partner at Clarkson Law Firm, and a seasoned legal practitioner focused on championing the rights of employees and individuals in employment and class action matters. Ms. Le specializes in handling a wide range of employment claims in state and federal courts, including wrongful termination, pay and overtime, workplace retaliation, discrimination and harassment, accommodations, leaves of absence, separation, severance, and more. Ms. Le is also experienced in handling class action claims involving employment, wage and hour, consumer, product liability, and business fraud issues.

Since she started practicing law in 2005, Ms. Le has been a powerful advocate for her clients. Ms. Le first started her career as a defense attorney, working for several prominent local and national firms. Ms. Le later transitioned to plaintiff-side work, where she found her true calling as an advocate for employees and individuals, as she was representing the same kinds of people she grew up with. Ms. Le is now focused solely on helping her clients fight the same big companies she used to represent. Her knowledge from working on the defense side gives her special insight that she uses to her clients' strategic advantage. With a track record of success and a commitment to empowering those in need, Ms. Le brings results to the table, obtaining multi-million dollars in recovery for her clients in employment and other plaintiff side matters.

Ms. Le graduated from Loyola Law School in 2004 and the University of California, Berkeley, in 1999. Ms. Le is admitted to the State Bar of California, the United States District Courts for the Central, Northern,



Southern, and Eastern Districts of California, as well as the United States Courts of Appeals for the Ninth Circuit.

Ms. Le is a member of the National Employment Lawyer's Association, California Employment Lawyer's Association, Consumer Attorneys Association of Los Angeles, Los Angeles County Bar Association, and Vietnamese Bar Association of Southern California. Ms. Le is often called upon by these organizations to speak as an expert in employment and class action topics. Ms. Le is also a Board Member of the West Los Angeles Chapter of the Red Cross.

## Timothy K. Giordano

Mr. Giordano is Partner at Clarkson. Mr. Giordano focusing his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law. Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps, Slate, Meagher & Flom LLP, as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

## Tracey Cowan

Ms. Cowan is a Partner at Clarkson. Ms. Cowan is head of the Sexual Assault practice area. She has managed hundred of cases involving sexual assault, harassment, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.



Outside of the sexual assault practice, Ms. Cowan works on matters involving fertility negligence and fraud, civil rights issues, financial crimes disputes, and complex civil litigation. Ms. Cowan was previously a Partner at Peiffer Wolf in San Francisco, where she helped pioneer the embryo loss practice group, a burgeoning area of the law. She served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut of IVF clinic misconduct, from switched embryo cases to embryo loss and destruction. Prior to working at Peiffer Wolf, Ms. Cowan was an associate in the San Francisco office of one of the largest international corporate law firms. There, her practice focused on complex civil litigation, competition matters, and civil rights issues.

Ms. Cowan graduated from Northwestern University School of Law with honors and on the Dean's List. She was the Submissions Editor for the *Northwestern Journal of Technology and Intellectual Property*. While at Northwestern, she worked as a volunteer mediator, certified through the Center for Conflict Resolution, for the Cook County Court System. A passionate advocate for prisoner's rights, Ms. Cowan also successfully petitioned for the release of a parolee under the Illinois C-Number Program. Prior to that, Ms. Cowan graduated with honors from New York University, where she was the recipient of the Hillary Citrin Award for an Honors Thesis of Outstanding Excellence. She also worked at New York University in the Psychology department as a research scientist and lab manager and has been published multiple for her work in the field of visual perception.

As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including CNN.com and Sing Tao USA. She has also made multiple television appearances including on FOX, ABX, and CBS. In 2019, Ms. Cowan receive the Unity Award from the Minority Bar Coalition for her work with the Jewish Bar Association of San Francisco.

Ms. Cowan is admitted to the State Bar of California. She is also a member of the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California and the Ninth Circuit Court of Appeals.

## Kristin Simplicio

Ms. Simplicio is a Partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safier LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.



Ms. Simplicio graduated cum laude from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the *Administrative Law Review*. She obtained her Bachelor's degree from McGill University in 1999.

Ms. Simplicio is admitted to the bars of the State of California and the District of Columbia. She is a member of the Supreme Court bar, and the bars of the First, Fourth, Ninth, and Eleventh Circuits. In addition, she is admitted to practice in the bars of the Northern, Eastern, and Central District of California, the District of Columbia.

She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

## Ashley Boulton

Ms. Boulton is Counsel at Clarkson specializing in appellate litigation. She draws on her experience as a former Ninth Circuit judicial law clerk and as a civil litigation partner with nearly a decade of experience to effectively navigate the complexities of appellate litigation in both state and federal court.

Prior to joining Clarkson, Ms. Boulton was a Partner at Downey Brand LLP, the Sacramento region's largest law firm. There, her practice focused on complex business and food and agriculture litigation. She also served as a law clerk for the Honorable Consuelo M. Callahan on the U.S. Court of Appeals for the Ninth Circuit for two years.

Ms. Boulton graduated from University of the Pacific, McGeorge School of Law, with great distinction, in 2012. While there, she was an editor of the *McGeorge Law Review* and on the Moot Court Honors Board. Prior to that, Ms. Boulton graduated from University of California, Santa Barbara with honors in 2008 with a B.A. in Law and Society, and a minor in English.

Ms. Boulton is admitted to practice in California and is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, and the United States District Courts for the Central, Northern, and Eastern Districts of California.

## Carey Alexander

Mr. Alexander is a partner at Clarkson. His practice has spanned the breadth of consumer protection litigation. He has served as part of the appointed leadership steering numerous class actions representing consumers in state and federal courts throughout the United States. Courts have recognized his efforts on behalf of the classes he has represented, with Judge Castel of the Southern District of New York commending him for his "extensive experience in litigating data breach class actions in federal courts." Carey has appeared on the Super Lawyers New York Metro Rising Stars list every year since 2016.



Mr. Alexander graduated magna cum laude from the St. John's University School of Law, where he served as an editor of the Law Review. His note, *Abusive: Dodd–Frank Section 1031 and the Continuing Struggle to Protect Consumers*, 85 St. John's L. Rev. 1105 (2012), has been cited in judicial opinions and in several legal journals, including the Harvard Law Review.

Before joining the bar, Mr. Alexander served as an editor of the widely acclaimed consumer-advocacy blog, *The Consumerist*. He also served as a policy advisor to the Bronx Borough President, worked as part of the National Campaign to Restore Civil Rights, and participated in the Fellowship for Emerging Leaders in Public Service at NYU's Robert F. Wagner Graduate School of Public Service.

In his free time, Mr. Alexander serves as an appointed member of Manhattan's Community Board 7 and the New York City Bar Association's Consumer Affairs Committee.

## Bahar Sodaify

Ms. Sodaify is a Partner at Clarkson Law. Ms. Sodaify focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Sodaify was a litigation associate at a Southern California personal injury firm. Ms. Sodaify was actively involved at all stages of litigation and fought vigorously against insurance companies, multimillion-dollar corporations, and government entities, and helped recover millions of dollars for her clients. Ms. Sodaify dedicated a majority of her practice to preparing and attending hearings for minors who had been injured in an accident.

Ms. Sodaify is admitted to the State Bar of California, the bars of the United States District Courts for the Central, Northern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Ms. Sodaify graduated from Southwestern Law School in 2012, where she was a member of Southwestern's Journal of International Law and The Children's Rights Clinic. In 2009, Ms. Sodaify graduated from University of California, Los Angeles, summa cum laude where she earned a B.A.

## Yana Hart

Ms. Hart is a Partner at Clarkson who has been primarily overseeing the privacy litigation department. Ms. Hart has always had a passion for helping individuals to access the justice system. After graduating with a J.D. as the Valedictorian of her class in 2015, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Prior to joining Clarkson, Ms. Hart worked for a prominent class action law firm in San Diego. During that time, Ms. Hart has litigated over 300 consumer cases (inclusive of class actions and complex individual cases), focusing on the Fair



Debt Collection Practices Act, Fair Credit Reporting Act, California Invasion of Privacy Act, Telephone Consumer Protection Act, and many other federal and California consumer statutes. Ms. Hart was able to obtain numerous favorable decisions, published on Lexis and/or Westlaw.

Several of Ms. Hart's legal articles were also published. Ms. Hart's article "*The Impact of Smith v. LoanMe on My Right to Privacy Against Recording Telephone Conversations*" was published in the Gavel magazine by the Orange County Trial Lawyers Association in October 2020. On March 30, 2021, Ms. Hart's article "Stopping Collection Abuses in Medical Debt" was published in Forum Magazine by the Consumer Attorneys of California.

Ms. Hart is admitted to the State Bars of California, Florida, and D.C. Ms. Hart is admitted in every district court in California, and the Ninth Circuit Court of Appeals.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. Ms. Hart is fluent in Russian.

## Celine Cohan

Ms. Cohan is a Senior Associate at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.

## Sara Beller

Sara is a senior associate attorney at Clarkson, and a seasoned trial attorney focused on seeking justice for sexual abuse survivors. Sara works within Clarkson's Sexual Assault practice area and specializes in championing the rights of children and adults who were sexually assaulted in various institutions, including public school districts, detention centers, and religious institutions. She is passionate about the pursuit of justice and giving a voice to communities' most vulnerable.

Sara graduated cum laude from Western State College of Law in 2016. During law school, she was a Dean's Fellow and Editor of the Western State Law



Review. After law school, Sara started her career as a Deputy District Attorney with the Riverside County District Attorney's Office, assigned exclusively to the Sexual Assault and Child Abuse Unit. With an unwavering commitment to justice, she stood hand in hand with survivors of sexual abuse and took over 55 trials to verdict to assure that abusers were held accountable. Sara's tenacious trial advocacy resulted in her being named the Countywide Prosecutor of the Year twice throughout her career as a prosecutor. Prior to joining Clarkson, Sara worked at a national firm where she continued to seek justice civilly against sexual abusers and the institutions that house them.

As an experienced litigator, Sara has been requested as a guest speaker on numerous occasions to share her expertise on trial advocacy and sexual assault litigation. She has similarly acted as a guest instructor for various law enforcement departments on numerous occasions, providing instruction in forensic evidence, case investigation, and expert witness testimony.

## Alan Gudino

Alan Gudino is a Senior Associate Attorney at Clarkson. Mr. Gudino focuses his practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Before joining Clarkson, Mr. Gudino litigated auto fraud and lemon law cases under the California Consumers Legal Remedies Act and the California Song-Beverly Consumer Warranty Act. Prior to that, Mr. Gudino litigated consumer class actions under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, and other federal and California consumer statutes.

Mr. Gudino is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Mr. Gudino earned his law degree from the University of San Diego School of Law, and he graduated with a degree in Political Science from the University of California, Santa Barbara. While in law school, Mr. Gudino earned the CALI Excellence for the Future Award in torts and the Witkin Award for Academic Excellence in legal research and writing. He was a member of the *San Diego International Law Journal* and a judicial extern for Associate Justice Terry B. O'Rourke of the California Court of Appeal, Fourth Appellate District, Division One. Following law school, Mr. Gudino worked as a law clerk to Associate Judge Kenneth L. Govendo of the Superior Court for the Northern Mariana Islands. Mr. Gudino is fluent in Spanish.

## Zarrina Ozari

Zarrina Ozari is a senior associate attorney at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast





dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a “Rising Star” for her dedication to defending employees’ rights.

Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

## Lauren Anderson

Lauren Anderson is a Senior Associate Attorney at Clarkson. Ms. Anderson focuses her practice on consumer class actions and other multi-party litigations in the areas of deceptive labeling of beauty and wellness products, as well as technology, data usage, and consumer rights.

Ms. Anderson is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Anderson earned her law degree in 2019 from the University of Southern California Gould School of Law. During law school, Ms. Anderson served for two years in the Student Bar Association. In 2015, Ms. Anderson earned her Bachelor of Arts degree in English from the University of Pennsylvania.

## Neda Saghafi

Neda Saghafi is a senior associate attorney at Clarkson. As a bilingual attorney in English and Farsi, Neda represents a range of clients through multiple practice areas, including the firm’s Title IX department. Neda empowers individuals to tell their stories using a client-centered philosophy that places the person at the heart of every matter. Effective and empathetic communication is the pillar of Neda’s practice; she always remains responsive to her clients and helps them seamlessly navigate the complex legal system.



After law school, Neda clerked for one of seven judges on Maryland's highest court, and was published in the Northeast University Law Review (*The American Declaration of the Rights and Duties of Man: Using a Human Rights Framework to Deconstruct Systemic Police Misconduct Against Low-Income Women of Color*, 10 NE.U.L.Rev. 502 (2018)). Prior to joining Clarkson, Neda's experience included working in product liability matters related to pharmaceutical and biologics products and serving as an attorney and advocate on behalf of sexual abuse survivors.

Much of Neda's career has been focused on advocacy. She was a policy intern at the United Nations in the Ending Violence Against Women section and has worked alongside agencies advocating for survivors of trafficking and intimate partner violence. Neda is a Teach for America alumna, and a former advisory committee member for LifeBridge Health's Center for Hope.

Neda's pro bono legal work includes working with Catholic Charities and the Children's Law Center of Washington, D.C., and serving as pro-bono co-counsel with the ACLU of Louisiana in a federal civil rights action.

Neda earned her Juris Doctor from the University of Maryland Carey School of Law. She graduated with her B.S. in Business Administration, B.A. in Psychology, and a minor in Global Poverty and Practice from the University of California, Berkeley. She also received her Master's in Education from Johns Hopkins University. She is licensed to practice in multiple jurisdictions, including California, New York, and Maryland.

## Tiara Avanness

Tiara Avanness is an Associate Attorney at Clarkson. Ms. Avanness focuses her litigation practice on consumer class actions in the area of unfair business practices, deceptive marketing, and data breach. Ms. Avanness focuses her mass arbitration practice in the area of consumer privacy.

Ms. Avanness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Ms. Avanness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program, worked in the Medical-Legal Community Partnership Clinic, and secured a business law certificate with an emphasis in real estate. She was also a teaching assistant for Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance. Ms. Avanness graduated with her Bachelor of Arts in Philosophy, Bachelor of Business in Business Administration, and minor in political science from the University of San Diego in 2018.



## Katelyn Leeviraphan

Katelyn Leeviraphan is an Associate Attorney at Clarkson. Ms. Leeviraphan focuses her litigation practice on consumer class actions through appellate advocacy in the area of unfair business practices and deceptive marketing.

Ms. Leeviraphan is admitted to the State Bar of California, the United States Court of Appeals for the Second and Ninth Circuits, and the United States District Court for the Central District of California.

Ms. Leeviraphan earned her Juris Doctor from the Pepperdine Caruso School of Law in 2022. She was a Faculty Scholars member, Editor-in-Chief of the Pepperdine Dispute Resolution Law Journal, and a co-chair and active competitor for the Pepperdine Interschool Moot Court Team. After her 1L year, Katelyn served as a judicial extern in the Central District of California for the Honorable John A. Kronstadt. Prior to law school, Ms. Leeviraphan received her Bachelor of Arts degree in Communication at the University of Oklahoma.

## Samuel Gagnon

Samuel Gagnon is an Associate Attorney at Clarkson. Mr. Gagnon focuses his litigation practice on consumer class actions in the areas of false and deceptive advertising and labeling.

Mr. Gagnon is admitted to the to the State Bars of New York and Connecticut. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of Connecticut.

Mr. Gagnon earned his Juris Doctor from the University of Connecticut School of Law in 2023. While at UConn Law, he was a member of the Moot Court Board, served as a Notes and Comments Editor for the Connecticut Law Review, and served as a judicial intern in the District of Connecticut for the Honorable Magistrate Judge S. Dave Vatti. Mr. Gagnon placed first in the William H. Hastie Moot Court Competition and received the CALI Excellence Award in Legal Practice – Interviewing, Counseling, and Advocacy. Mr. Gagnon also completed the New York Pro Bono Scholars Program through working at the Hartford Public Defender’s office. Prior to law school, Mr. Gagnon earned his Bachelor of Science degree in Business Administration at Eastern Connecticut State University where he was a member of the baseball team.

## Olivia Davis

Olivia Davis is an Associate Attorney at Clarkson Law Firm. Ms. Davis works within Clarkson’s Sexual Assault and Fertility Negligence practice area, which assists a wide range of victims of negligence and abuse. Specifically, Ms. Davis works to vindicate the rights of riders and drivers in the rideshare space, children and adults who were sexually assaulted in various religious and correctional institutions, and families that have had their fertility journeys impacted by wrongdoing.



Ms. Davis is admitted to the State Bar of California and the bar of the United States District Court for the Northern District of California.

Ms. Davis graduated cum laude from the Pepperdine Caruso School of Law in 2023. At Pepperdine Law, she was a member of the Interschool Moot Court team and was an Editor of the Pepperdine Dispute Resolution Law Journal. Prior to Pepperdine, Ms. Davis attended the University of California, Santa Barbara, where she graduated with high honors and earned Bachelor of Arts degrees in both English and Philosophy.

## Michael Boelter

Michael Boelter is an Associate Attorney at Clarkson Law Firm. Mr. Boelter's practice is focused primarily on appellate and consumer litigation. Michael's class action experience includes consumer protection and false advertising claims, data breach cases, complex litigation and MDLs, and remedying the abuse of AI in healthcare.

Mr. Boelter is admitted to the State Bar of California.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating cum laude in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk, and has been steadfast in his defense of consumers' rights since.

## Meg Berkowitz

Meg Berkowitz is an associate attorney at Clarkson, primarily working on the pre-litigation development of false advertising cases. Equipped with a Juris Doctor from NYU School of Law and graduating with a B.A. in Global Studies with the highest honors from UCSB, she brings a formidable blend of strong writing, analytical, and oral advocacy skills to her practice. She works directly with clients to investigate claims against corporations that illegally exploit consumers for profit in a variety of industries.

Ms. Berkowitz's commitment to justice extends beyond corporate malfeasance. She is passionate about prisoners' rights and is actively involved in several of Clarkson's pro-bono initiatives, such as Homeboy Industries' mission to expunge records of formerly gang-involved individuals striving to rebuild their lives.

Ms. Berkowitz is admitted to the State Bar of California, the Central District of California and the Northern District of California.

Ms. Berkowitz is fluent in French.



## Adam Rosen

Adam Rosen is an Associate Attorney at Clarkson Law firm. Mr. Rosen focuses his litigation practice on consumer protection, mass torts, and personal injury class actions. Specifically, Mr. Rosen has worked to hold Big Tech accountable for deceptive and harmful practices, including perpetuating addiction and lying to users.

Mr. Rosen is admitted to the State Bar of California.

After receiving his B.A. in International Relations and Theology from Tufts University, Mr. Rosen earned his juris doctor from the University of California, Los Angeles School of Law in 2023. While at UCLA, Mr. Rosen served as the Editor in Chief of the Journal of Islamic and Near Eastern Law, worked as a Teaching Assistant for UCLA's Anderson School of Management, and joined Clarkson part time during his 3L year, as a law clerk.

Mr. Rosen is fluent in Hebrew.

