

IMPORTANT LEGAL NOTICE:

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

YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT

A proposed Settlement has been reached in the class action lawsuit *Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano individually, and on behalf of all others similarly situated, v. Dr. Squatch, LLC*, Case No.: 25STCV03523 (Los Angeles Superior Court) (the “Lawsuit”). In the Lawsuit, the Plaintiffs allege that Dr. Squatch LLC (“Defendant”) represented that certain of its products (“Products”) were natural even though the Products contained certain ingredients Plaintiffs alleged were synthetic. Dr. Squatch has at all times denied, and continues to deny, the allegations and that it has engaged in any wrongdoing. Specifically, Dr. Squatch maintains that the Products were properly labeled as natural. The Parties have agreed to settle the Lawsuit, without any finding of wrongdoing or admission of liability by Dr. Squatch, as a compromise to avoid the burden, expense and uncertainty of further litigation.

You may be part of this class action if you purchased any of the Products in the United States between November 1, 2018 through August 29, 2026.

Your Legal Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	Due Date:
Submit a Claim Form	If you are a valid Settlement Class Member and wish to receive your portion of the settlement fund, you need to complete and submit a Claim Form online at www.PersonalCareProductsSettlement.com . After the Settlement’s Effective Date and the Court’s final approval of the Settlement, you will then receive payment for an amount that shall be calculated <i>pro rata</i> based on the number of Valid Claims that are submitted by the Settlement Class.	November 27, 2026
Do Nothing	If you do nothing, you will become a Class Member bound by the terms of the Settlement Agreement and Final Judgment, thus forfeiting your right to sue on your own regarding any claims that are part of the Settlement. However, your failure to timely submit a Valid Claim will forfeit your right to receive your portion of the settlement fund.	

Ask to Be Excluded	You can Opt-Out of the Settlement by submitting a valid exclusion request to the Settlement Administrator. If you do so, you will not be eligible to receive a Settlement payment. But you will retain the right to sue on your own regarding any claims that are part of the Settlement.	October 13, 2026
Object to the Settlement	You may remain a part of the Settlement and explain why you do not like the Settlement. You may appear and speak at the Final Approval Hearing on your own or through a lawyer hired by you at your own expense. If you object, you may also file a Claim and if the Settlement is approved over your Objection, you will receive payment for an amount that shall be calculated <i>pro rata</i> based on the number of Valid Claims that are submitted by the Settlement Class after the Settlement's Effective Date and after the Court grants final approval of the Settlement. You will be bound by the Settlement and give up your right to sue on your own regarding any claims that are part of the Settlement.	October 13, 2026

**THESE RIGHTS AND OPTIONS
– AND THE DEADLINES TO EXERCISE THEM –
ARE EXPLAINED IN THIS NOTICE.**

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform potential Class Members about the proposed Settlement of a class action Lawsuit. This Notice explains:

- What the Lawsuit and the Settlement are about.
- Who is a member of the Settlement Class.
- Who represents the Settlement Class Members in the Lawsuit.
- What your legal rights and choices are.
- How and by when you need to act.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people, called “Plaintiffs” or “Class Representatives,” sue on behalf of people who have similar claims. The people together are called the “Class” or “Class Members.” In this case, the Plaintiffs and the company being sued, the Defendant, have reached a proposed Settlement. One court resolves the issues of all Settlement Class Members, except for those people who exclude themselves from the Settlement Class.

3. What lawsuit is involved in this Settlement?

A class action was filed in the Superior Court of California, County of Los Angeles entitled *Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano individually, and on behalf of all others similarly situated, v. Dr. Squatch, LLC*, Case No.: 25STCV03523. This lawsuit is referred to as the “Action.”

4. What is this class action about?

In the class action, the Plaintiffs allege that Dr. Squatch LLC (“Defendant”) represented that certain of its products (“Products”) were natural even though the Products contained certain ingredients Plaintiffs allege were synthetic. Dr. Squatch has at all times denied, and continues to deny, the allegations and that it has engaged in any wrongdoing. Specifically, Dr. Squatch maintains that the Products were properly labeled as natural. The Parties have agreed to settle the Lawsuit, without any finding of wrongdoing or admission of liability by Dr. Squatch, as a compromise to avoid the burden, expense and uncertainty of further litigation.

5. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. The Class Representatives and Class Counsel (listed below) believe that the claims asserted in the class action have merit but believe that the Settlement is in the best interests of the Settlement Class. Class Counsel

has evaluated information made available in the course of the Lawsuit and Settlement negotiations and have taken into account the risks and uncertainties of proceeding with the Action. Those risks include the uncertainty of obtaining and maintaining Class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and likely appeals. Based upon the consideration of these and other factors, including the substantial time and expense of further litigation, Class Counsel believe that it is in the best interests of the Settlement Class to settle the class action on the terms described below.

Defendant strongly denies any wrongdoing and does not believe it has any liability to the Class Representatives or the Settlement Class. More specifically, Defendant denies making any material misrepresentations about the Products and the naturalness of their ingredients. However, Defendant believes that it is in its best interest to settle the class action under the terms of the Settlement Agreement and obtain closure on these matters to avoid the uncertainty, expense, and burden of further litigation.

The Parties engaged in Settlement negotiations, participated in a mediation before a professional mediator, and shared information pertaining to the claims asserted in the class action before reaching the Settlement.

This Notice does not imply that any court has found or would have found that Defendant violated the law, that a Class would have been certified, or that any member of the Class would have recovered any amount of damages if the class action were not settled.

WHO IS IN THE SETTLEMENT?

6. Am I a member of the Settlement Class?

The Settlement Class includes all Persons who purchased Covered Products in the United States between November 1, 2018 through August 29, 2026.

Excluded from the Settlement Class are current or former employees, officers, directors, agents, or legal representatives of Dr. Squatch LLC, or its affiliated entities (and their immediate family members).

What are the Covered Products:

Covered Products include all products manufactured, sold, or distributed by Dr. Squatch currently or in the past that contain the statement “natural” on the Product’s labeling. A complete list of Covered Products is attached as Exhibit C to the Settlement Agreement.

1. Men’s Natural Bar Soap;
2. Men’s Natural Beard Oil
3. Men’s Natural Beard Oil & Cologne;

4. Men's Natural Lotion;
5. Men's Natural Body Wash;
6. Men's Natural Cologne;
7. Men's Natural Cologne Oil;
8. Men's Natural Conditioner;
9. Men's Natural Deodorant;
10. Men's Natural Face Wash;
11. Men's Natural Hand Sanitizer;
12. Men's Natural Hand Soap;
13. Men's Natural Lip Balm;
14. Men's Natural Lotion to Powder;
15. Men's Natural Post Shave;
16. Men's Natural Shampoo;
17. Men's Natural Shave Butter;
18. Men's Natural Toothpaste; and
19. Men's Natural Wipes.

THE TERMS OF THE PROPOSED SETTLEMENT

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. Click [here](#) to see a copy of the entire Settlement Agreement. The Settlement Agreement must be approved by the Court and become "Final" before any benefits are paid.

7. What benefits will I receive as a member of the Settlement Class?

The Defendant has agreed to establish a Settlement Fund of \$9,000,000 to pay Settlement Class Members who make valid, timely claims; pay Class Counsel's attorneys' fees of up to one-third (33.333%) of the Settlement Fund; separately pay Class Counsel's expenses and costs (up to a maximum of \$50,000); pay service awards to the Class Representatives up to \$40,000 total; and pay costs and expenses of notice and settlement administration (which are estimated to be \$475,000).

After the Court grants final approval of the Settlement, each Settlement Class Member who submitted a Valid Claim form as described above will receive payment for an amount that shall be calculated based on the Settlement Benefits claimed by you and others. Settlement benefits will be issued via check or a variety of digital payment methods. For more details on how payments are determined and will be made, please visit www.PersonalCareProductsSettlement.com to see a copy of the entire Settlement Agreement.

8. Is there any money available now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the Settlement and because it is not yet final. There is no guarantee that money or benefits will ever be distributed.

YOUR RIGHTS AND OPTIONS

This Notice is being sent to you so that you can decide whether to participate in the Settlement.

9. What happens if I do nothing?

If you do nothing, you will become a Class Member bound by the terms of the Settlement Agreement and Final Judgment, thus forfeiting your right to sue on your own regarding any claims that are part of the Settlement. **If you fail to submit a timely Valid Claim you will forfeit your right to receive your portion of the settlement fund.**

If you are a Class Member and the Settlement is approved by the Court, you will forfeit your right to all “Released Claims,” defined as “all claims, demands, rights, suits, obligations, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, causes of action of every nature and description, claims for attorneys’ fees, expenses and costs, losses and remedies and all other legal responsibilities in any form or nature, whether known or unknown, suspected or unsuspected, existing now or arising in the future that is or are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause, or event that in any way relate to or arise from Dr. Squatch’s use of the term “Natural” on the Products during the Class Period, as alleged, or could have been alleged, in the Action. For sake of clarity, Released Claims do not include claims the Releasing Parties may have, if any, against the Released Parties for personal injury damages or products liability relating to the Products.”

Other defined terms are defined in Settlement Agreement available [here](#).

10. If I remain in the Settlement Class, what claims do I give up?

If you remain in the Settlement Class, you give up your right to sue in Court or arbitration or be part of any other lawsuit or arbitration against Defendant or its affiliates regarding any issues

related to the Released Claims (please see the Settlement Agreement for the claims that will be released). Additionally, all of the Court's orders will apply to you and legally bind you.

11. Why would I ask to be Excluded?

You may want to exclude yourself from the Settlement Class if you already have filed (or intend to file) a lawsuit or arbitration against Defendant or its affiliates for the Released Claims and want to continue that lawsuit or arbitration individually, on your own behalf. If you do not exclude yourself, you will be legally bound by all orders of the Court regarding the Settlement Class, the Settlement Agreement, and the Released Claims. All Settlement Class Members who do not ask to be excluded will be forever barred from asserting against Defendant and its affiliates any and all actions, claims, causes of action, proceedings, or rights of any nature and description whatsoever regarding the Released Claims, as more fully described in the Settlement Agreement. Settlement Class Members who request exclusion shall **not** be entitled to recover any benefits from the Settlement. Settlement Class Members who request exclusion will **not** receive a check in the mail after the settlement becomes Final.

12. How do I exclude myself from the Settlement Class?

You may exclude yourself ("Opt-Out") from the Settlement Class by providing written notice to the Settlement Administrator, Class Counsel and Defendant's counsel.

Opt-Out requests must (a) be signed by the Class Member who is requesting exclusion; and (b) include the full name, address, and phone number(s) of the Class Member requesting exclusion. No Opt-Out request will be valid unless all the information described above is included.

The Opt-Out Form must be submitted electronically or postmarked **no later than October 13, 2026.**

If you exclude yourself from the Settlement, you cannot object to the Settlement and you will **not** receive any money or other benefits from the Settlement.

13. Can I object to the Settlement?

Yes, but **not** if you exclude yourself from the Settlement Class. Objecting is simply telling the Court that you do not like something about the Settlement but that you elect to remain in the Settlement Class. To object you must mail an Objection to the Settlement Administrator no later than **October 13, 2026.** To be effective, any such Objection must include:

- a. the case name and number: *Victor Guzman et al v. Dr. Squatch, LLC*, Case No. 25STCV03523, Superior Court of California for the County of Los Angeles;

- b. the name, address, telephone number, and, if available, the email address of the Person objecting,
- c. the name, address, telephone number, and the email address of all counsel (if any) who represent the objector;
- d. a written statement of all Objections asserted, including the grounds therefor;
- e. a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and
- f. The objector's signature, in addition to the signature of the objector's attorney (to the extent there is an attorney).

All objections will be considered at the Final Approval Hearing on **March 2, 2027, at 10:00 a.m. Pacific Time**. In general, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her Objection. If the Settlement is ultimately approved over your Objection, you will receive payment in the amount of your *pro rata* share of the Settlement Amount less any awarded attorney's fees, costs of suit and administration costs, after the Settlement's Effective Date and after the Court grants final approval of the Settlement. You will be bound by the Settlement and give up your right to sue on your own regarding any claims that are part of the Settlement.

The deadline to submit your Objection is **October 13, 2026**. The address for the Settlement Administrator is:

Dr. Squatch Settlement Administrator
P.O. Box 1389
Baton Rouge, LA 70821
1-855-706-1956

14. When is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on **March 2, 2027, at 10:00 a.m. Pacific Time** in Department 11 of the Superior Court of California, County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012. The date of the Final Approval Hearing may change, so please refer to the Settlement Website to confirm the date and time of the Final Approval Hearing. At the Final Approval Hearing, the Court will consider if:

- The Settlement is fair, reasonable, and adequate;
- The Settlement should be approved; and
- Any Objections to the Settlement and, if so, whether those are valid.

15. Do I have to attend the Final Approval Hearing?

No. Your attendance at the Final Approval Hearing is not required even if you submit a written Objection. However, you or your attorney may attend the hearing at your own expense.

16. May I speak at the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing to object to the proposed Settlement. In general, the Court will hear from any Class Member who attends the final approval hearing and asks to speak regarding his or her Objection. If you plan to have your attorney speak for you at the Final Approval Hearing, your Objection must also include your attorney's name, address, and phone number.

THE LAWYERS REPRESENTING YOU

17. Does the Settlement Class have a lawyer?

Yes. The Court appointed the Law Offices of Todd M. Friedman, P.C. and Reese LLP to represent you and the other Settlement Class Members. They are called "Class Counsel." More information about this law firm, their practices, and their lawyers is available at <http://www.toddflaw.com> and <http://www.reesellp.com>.

18. Should I hire my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense who can enter an appearance on your behalf to represent you and speak on your behalf.

19. How will Class Counsel be paid?

If the Court approves the Settlement Agreement at the Final Approval Hearing, then Class Counsel will ask the Court for an award of reasonable attorneys' fees in an amount not to exceed one third of the gross Settlement Amount (\$3,000,000.00), plus reasonable costs and expenses of suit, up to a maximum of \$50,000. The Law Offices of Todd M. Friedman and Reese LLP have agreed to an equal split of the attorney fees on a 50/50 basis.

20. Will the Class Representative request any payments in addition to the Settlement Benefits?

Yes. The Class Representatives in this class action are named Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime Napolitano. Class Counsel will request that the Court grant an incentive award of up to \$40,000 total for the Class Representatives.

MORE INFORMATION

21. Where can I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement [here](#). If you have further questions, you may:

- Call the toll-free number: 1-855-706-1956
- Write to the Settlement Administrator:
Dr. Squatch Settlement Administrator
P.O. Box 1389
Baton Rouge, LA 70821
- Contact Class Counsel regarding the Settlement directly as follows:

LAW OFFICES OF TODD M. FRIEDMAN, P.C. Adrian R. Bacon, Esq. 23586 Calabasas Rd., Suite 105 Calabasas, CA 91302 Phone: (323) 306-4234 <i>abacon@toddfllaw.com</i>	REESE LLP Michael R. Reese, Esq. 100 West 93rd Street, 16th Floor New York, New York 10025 Phone: (212) 643-0500 <i>mreese@reesellp.com</i>
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22. May I contact the Court or Defendant directly?

PLEASE DO NOT CONTACT THE COURT, DEFENDANT OR DEFENSE COUNSEL REGARDING THIS SETTLEMENT. THEY CANNOT PROVIDE YOU ANY ADVICE.