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Proposed Co-Lead Class Counsel

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/29/2025 2:39 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Strano, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VICTOR GUZMAN, PERRY BRUNO, LAUREN
FLEMING, DAVID PLOWDEN, KAREN
BETZAG, and JAIME NAPOLITANO,
individually, and on behalf of other members of the
general public similarly situated,

Plaintiffs,

v.

DR. SQUATCH, LLC,

Defendant.

Case No. 25STCV03523

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF; PROOF OF SERVICE**

[Filed Concurrently with Joint Declaration of
Co-Lead Class Counsel, Declaration of Brandon
Schwartz Regarding Proposed Notice Plan and
Settlement Administration, and Proposed Order
Granting Motion for Preliminary Approval of
Class Action Settlement]

Date: December 9, 2025

Time: 9:30 a.m.

Judge: Honorable David S. Cunningham III

Place: Department 11

312 North Spring Street

Los Angeles, California 90012

Complaint filed: February 10, 2025

Trial date: Not yet set

1 **NOTICE OF MOTION AND MOTION**

2 **TO THE COURT, ALL PARTIES, AND ALL COUNSEL OF RECORD:**

3 PLEASE TAKE NOTICE that on December 9, 2025, at 9:30 a.m., or as soon thereafter as this
4 matter may be heard, in Department 11 of the above-entitled court, before the Honorable David S.
5 Cunningham III, Plaintiffs Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag,
6 and Jaime Napolitano (collectively, “Plaintiffs” or “Class Representatives”) will and hereby do
7 respectfully move this Court for preliminary approval of the class action Settlement¹ reached in this case,
8 the terms of which Plaintiffs describe more specifically in the Memorandum of Points and Authorities in
9 support of this motion.

10 Plaintiffs request that the Court enter the proposed Preliminary Approval Order and:

- 11 1. preliminarily approve the Settlement;
- 12 2. preliminarily certify the Settlement Class;
- 13 3. appoint Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and
14 Jaime Napolitano as the Class Representatives;
- 15 4. appoint The Law Offices of Todd M. Friedman, P.C., and Reese LLP as Settlement Class
16 Counsel;
- 17 5. appoint Eisner Advisory Group, LLC, as the Settlement Administrator and direct it to carry
18 out the duties assigned to it in the Settlement Agreement;
- 19 6. approve the proposed Class Notice Plan and direct that Class Notice be distributed to the
20 Settlement Class;
- 21 7. approve the Parties’ proposed Claim Form and the proposed procedures for submitting
22 Claims, objecting to the Settlement, and requesting exclusion; and
- 23 8. schedule a Final Approval Hearing and set other relevant dates identified below.

24 Plaintiffs base the motion on the following documents: this Notice of Motion and Motion; the
25

26
27 ¹ The terms of the Settlement are set forth in the Settlement Agreement and Release (the “Settlement”),
28 attached as Exhibit 1 to the Joint Declaration of Co-Lead Class Counsel. Unless otherwise specified,
capitalized terms used in this memorandum are intended to have the same meaning ascribed to those terms
in the Agreement.

Memorandum of Points and Authorities below; the pleadings, record, and other filings in the case; the Joint Declaration of Co-Lead Class Counsel and its accompanying exhibits; the Declaration of Brandon Schwartz Regarding Proposed Notice Plan and Settlement Administration and its accompanying exhibits; and such other oral and written points, authorities, and evidence as the Parties may present at the time of the hearing on the motion.

Respectfully submitted,

Date: August 29, 2025

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: _____



TODD M. FRIEDMAN
ADRIAN R. BACON

Proposed Co-Lead Class Counsel

REESE LLP

By: _____



MICHAEL R. REESE

Proposed Co-Lead Class Counsel

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiffs Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and Jaime
3 Napolitano (collectively, “Plaintiffs” or “Class Representatives”), individually and on behalf of the
4 “Settlement Class” or “Class” (as defined below), hereby submit this memorandum of points and
5 authorities in support of their motion for preliminary approval of a proposed class settlement of this action
6 and of certification of the proposed settlement class.

7 **I. INTRODUCTION**

8 After nearly three years of contentious litigation, Plaintiffs and Defendant Dr. Squatch, LLC
9 (“Defendant” or “Dr. Squatch”) have reached a class action Settlement² that resolves the claims in five
10 coordinated actions across various state and federal courts. The Settlement was reached at arm’s length
11 with the assistance of a JAMS neutral, the Honorable Wayne Andersen (Ret.)—formerly a United States
12 District Judge of twenty years, and a state court judge of seven years prior to becoming a federal judge—
13 during a full day mediation session and many subsequent settlement discussions facilitated by Judge
14 Andersen.

15 The Settlement provides excellent relief to the proposed class, including a non-reversionary
16 common fund of \$9,000,000, as well as injunctive relief. The Settlement Fund shall be used to pay all
17 valid claims submitted by “Class Members” (as defined below), as well as the costs of notice and claims
18 administration, service awards, and reasonable plaintiffs’ counsel’s fees and expenses.³ Because the
19 Settlement is an outstanding recovery for Class Members, Co-Lead Class Counsel now respectfully
20 request it be granted preliminary approval.
21
22

23
24 ² The terms of the Settlement are set forth in the Settlement Agreement and Release (the “Settlement”),
25 attached as Exhibit 1 to the Joint Declaration of Co-Lead Class Counsel (“Co-Lead Decl.”). Unless
26 otherwise specified, capitalized terms used in this memorandum are intended to have the same meaning
ascribed to those terms in the Agreement.

27 ³ The Joint Declaration of Co-Lead Counsel filed simultaneously with this memorandum of law is an
28 integral part of the motion for Preliminary Approval and is hereby incorporated by reference. The Joint
Declaration addresses all aspects of the Los Angeles Superior Court, Complex Civil Department Checklist
for Preliminary Approval of Class Action Settlement (“Checklist”).

1 Although Plaintiffs are confident of a favorable determination on the merits, they have determined
2 that the proposed Settlement provides significant benefits to the Settlement Class and is in the best interests
3 of the Settlement Class because of the expense and amount of time required to continue to pursue the
4 litigation, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims and
5 prevailing at trial on a classwide basis. Indeed, Dr. Squatch has at all times denied (and continues to deny)
6 the allegations, disputes any wrongdoing, and contests Plaintiffs' allegations of harm. In sum, Dr. Squatch
7 has vigorously defended against Plaintiffs and believes that it has myriad substantial and meritorious
8 defenses to Plaintiffs' claims. Dr. Squatch nevertheless has agreed to settle on the terms set forth in the
9 Settlement to avoid the expense and burden of further litigation. *See* Co-Lead Decl., ¶¶ 25-29.

10 The Court should grant preliminary approval because (1) the Settlement provides substantial relief
11 to the Class; (2) the Settlement was negotiated in a procedurally fair manner and at arm's length; (3) the
12 Proposed Class satisfies all elements of Code of Civil Procedure section 382; and (4) the notice plan is
13 comprehensive and complies with due process. Accordingly, Plaintiffs move this Court for an order
14 preliminarily approving the proposed Settlement, provisionally certifying the Settlement for settlement
15 purposes under California Code of Civil Procedure section 382, directing dissemination of Class Notice,
16 and scheduling a Final Approval Hearing.

17 **II. INTRODUCTORY INFORMATION (Checklist Items I.A and I.B)**

18 **A. Identity of Parties, Summary of Litigation, Claims Asserted, and Factual and Legal**
19 **Basis for Each Claim**

20 Plaintiffs are consumers who purchased personal care products labeled as "natural" that were sold
21 under the "Dr. Squatch" brand name. Defendant is Dr. Squatch, LLC.

22 Plaintiffs allege that during the Class Period, Dr. Squatch sold products labeled as "natural" but
23 which actually contain synthetic ingredients (the "Products"). Plaintiffs allege that this conduct violated
24 California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"), False Advertising
25 Law, Cal. Bus. & Prof. Code § 17500 *et seq.* ("FAL"), and Consumers Legal Remedies Act, Cal. Civ.
26 Code § 1750 *et seq.* ("CLRA"), and constituted breach of express warranty. The factual basis for these
27 claims is that the labeling of the Products as "natural," when in fact the Products allegedly contained
28 synthetic ingredients, was likely to mislead a reasonable consumer, as well as did not live up to the terms

1 of the express warranty. *See generally*, Amended Complaint. Dr. Squatch has at all times denied, and
2 continues to deny, these allegations and all allegations that it misled reasonable consumers or otherwise
3 engaged in any wrongdoing or has any liability. Among other defenses, Dr. Squatch maintains that the
4 Class Products were properly labeled as “natural.” Co-Lead Decl., ¶ 28. However, courts have ruled that
5 this factual basis properly asserts legal claims of consumer deception. *See, e.g., Fleming v. Dr. Squatch,*
6 *LLC*, No. 22-cv-04842, 2024 WL 1676943, at *2 (N.D. Ill. Apr. 18, 2024) (ruling on a motion to dismiss
7 that “the Court concludes that Plaintiff’s consumer fraud . . . claims are plausible [as pled]”).

8 **B. Brief Procedural History**

9 Starting in 2022, Plaintiffs’ original cases were filed separately in state and federal courts in
10 California, Illinois, New York, and Florida. Each of Plaintiffs’ cases were separately litigated, including
11 extensive motion practice and substantial discovery. On February 10, 2025, Plaintiffs commenced this
12 Action by filing a consolidated complaint, consolidating the various actions pending across the country in
13 the jurisdiction in which Dr. Squatch is headquartered. Co-Lead Decl., ¶ 7.

14 The Parties have vigorously litigated these multiple lawsuits over the past three years. Both
15 Plaintiffs Bruno and Fleming have been deposed. Thousands of pages of documents have been produced
16 in discovery and reviewed by the Parties, including comprehensive sales and extensive technical
17 documentation regarding the challenged ingredients. There have been several motions to dismiss. This
18 discovery and motion practice aided the Parties in reaching the Settlement. Co-Lead Decl., ¶¶ 7, 9.

19 Settlement discussions began only after extensive discovery and included an all day, in-person
20 mediation with the assistance of a highly respected mediator - the Honorable Wayne Andersen (Ret.) of
21 JAMS. After extensive arm’s-length negotiation, the Parties reached final agreement to the terms of the
22 Settlement on July 17, 2025. Co-Lead Decl., ¶¶ 10-11.

23 **C. Settlement Terms**

24 **1. The Settlement Class**

25 The “Settlement Class” or “Class” is defined in the Agreement as follows:

26 [A]ll persons in the United States who purchased any Dr. Squatch product labeled on the
27 front of the packaging as “natural” on or after November 17, 2018 through the date 45 days
after the entry of the Court’s preliminary approval order.

28 (Settlement § 2.49.) Excluded from the Class are (a) all Persons who purchased or acquired for resale;

1 (b) Defendant and the Release Parties; (c) any Person filing a valid opt-out; and (d) the judges to whom
2 this Action is assigned and any members of their immediate families. (*Id.*) A member of the Class is a
3 “Class Member,” and the members of the Class, collectively, are the “Class Members.”

4 **2. Monetary and Injunctive Benefits of the Settlement**

5 Under the Proposed Settlement, Dr. Squatch agrees to establish a common fund for the benefit of
6 the class in the amount of \$9,000,000.00, which will be used to pay all valid claims made by Class
7 Members, the cost of notice and claims administration, the Class Representatives’ service awards, and
8 Plaintiffs’ Counsel’s fees and expenses that are subject to the Court’s approval at the Final Approval
9 Hearing. (Settlement § 2.48.) Dr. Squatch also agreed to make certain changes to its labels regarding the
10 challenged “natural” statement. (*Id.* at § 4.4.)

11 Class Members may submit claims online or by mail. They may receive payments based on the
12 number of units purchased, subject to a household cap and pro rata adjustments. The Settlement Fund is
13 non-reversionary, and any claim amounts will be adjusted pro-rata so that the Settlement Amount (after
14 attorneys’ fees and costs, administrative expenses, and service awards) is used only to pay all valid claims.

15 **3. Class Notice and Claims Process**

16 The Parties propose that the Court approve Eisner Advisory Group, LLC as the notice provider
17 and claims administrator (“EAG” or “Administrator”). As detailed in the accompanying declaration of
18 Brandon Schwartz, director of legal notice for EAG, EAG is highly experienced and qualified as a claims
19 administrator (“Schwartz Decl.”).

20 Within 15 days after the Court grants Preliminary Approval of the Settlement, Dr. Squatch will
21 deliver a Class List to the Administrator that includes the names, addresses, and e-mail addresses that Dr.
22 Squatch has in its records. (Settlement §§ 6.2.1–6.2.2.) The Administrator shall then serve direct notice
23 on these Class Members. The Administrator shall also provide publication notice via an extensive internet
24 publication and publication in a newspaper of general circulation (USA Today). (Settlement § 6.3.) The
25 Claims Administrator will provide the direct and publication notice stated above within 45 days after the
26 entry of the Preliminary Approval Order. (Settlement § 2.30; *see also* Schwartz Decl.)

27 Participating Class Members must submit a complete, valid, and sufficient Claim Form on or
28 before the Claim Filing Deadline, which is 90 days after the Notice Date. (Settlement § 2.9.) For the

1 convenience of Class Members, the Claim Form may be submitted electronically through the Settlement
2 Website or by U.S. mail. (Settlement § 4.1.3.)

3 **4. Scope of Release**

4 The scope of the release by all Settlement Class Members who do not request exclusion includes
5 any and all causes of action or claims for relief, including but not limited to injunctive relief, actual
6 damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys'
7 fees and costs, and/or other forms of monetary consideration whatsoever, for any and all claims by the
8 Settlement Class Members that have been pled in the Action, or that could have been pled in the Action,
9 that in any way relate to or arise from Dr. Squatch's use of the term "Natural" on its products as alleged,
10 or could have been alleged, in the Action. (Settlement § 2.43.) However, the Release does not include
11 release of claims for personal injury. (*Id.*)

12 **5. Opportunity to Opt Out and Object**

13 Class Members who want to be excluded from the Settlement must submit opt out forms no later
14 than 45 days after the Notice Date. (Settlement § 2.34.) Likewise, any Class Member who wants to object
15 to the Settlement must submit their objection no later than 45 days after the Notice Date. (Settlement
16 § 2.32.)

17 **6. Payment of Notice and Administrative Costs**

18 Notice and claims administration costs will be deducted from the Settlement Amount. (Settlement
19 § 6.6.) The Settlement Administrator will use these funds to administer all costs of the settlement,
20 including providing Class Notice, maintaining the Settlement Website, and arranging for payments to
21 Class Members. (*Id.*)

22 **7. Class Representative's Application for Service Award (Checklist I.E)**

23 Class Counsel will request a Service Award not exceeding \$40,000 in the aggregate, with the two
24 Class Representatives who sat for their depositions (Bruno and Fleming) each receiving no more than
25 \$10,000, and the remaining Plaintiffs each receiving no more than \$5,000 for their efforts in bringing the
26 Action and achieving the benefits of this Settlement on behalf of the Settlement Class, subject to Court
27 approval. (Settlement § 5.2.) The Service Awards are reasonable given the amount of time and effort that
28 the Class Representatives put into this matter, including, but not limited to, responding to discovery.

1 **8. Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses**

2 The proposed Settlement contemplates that Class Counsel shall be entitled to apply to the Court
3 for an award of attorneys’ fees in the amount of one-third of the Settlement Amount, plus litigation costs
4 and expenses. (Settlement § 5.2.)

5 **III. THE SETTLEMENT MEETS THE CRITERIA FOR PRELIMINARY APPROVAL**

6 **A. Legal Standard**

7 California courts favor settlement, particularly in class actions and other complex cases in which
8 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See*
9 *Newberg et al., Newberg on Class Actions* § 11.41 (3d ed. 1992) (“*Newberg*”) (collecting cases); *see also*
10 *Stambaugh v. Superior Court*, 62 Cal. App. 3d 231, 236 (1976) (“Settlement agreements are highly favored
11 as productive of peace and goodwill in the community, and reducing the expense and persistency of
12 litigation.” (quotation marks omitted)).

13 When a proposed class-wide settlement is reached, the settlement must first be submitted to the
14 court for preliminary approval. *Newberg*, § 11.41, at 11-87. Preliminary approval is just the first of three
15 steps that comprise the approval procedure for settlements of class actions. The second step is the
16 dissemination of notice of the settlement to all Class Members. The third step is a final settlement approval
17 hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the
18 settlement may be presented and Class Members may be heard regarding the settlement. *See Dunk v. Ford*
19 *Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Manual for Complex Litigation* (Second) § 30.44 (1993);
20 Cal. R. Ct. 3.769.

21 The primary question presented on an application for preliminary approval of a proposed class
22 action settlement is whether the Court should find the proposed settlement is “within the range of possible
23 approval” and thus allow notice to the class of the terms and conditions of the settlement and schedule a
24 formal fairness hearing. *Manual for Complex Litigation* (Second) § 30.44, at 229. “[T]he trial court has
25 broad powers to determine whether a proposed settlement in a class action is fair.” *Rebney v. Wells Fargo*
26 *Bank*, 220 Cal. App. 3d 1117, 1138 (1990). In doing so, “[i]t should consider relevant factors, such as the
27 strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk
28 of maintaining class action status through trial, the amount offered in settlement, the extent of discovery

1 completed and the stage of the proceedings, the experience and views of counsel, the presence of a
2 governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48
3 Cal. App. 4th at 1801; *accord Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008).

4 Furthermore, “a presumption of fairness exists where: (1) the settlement is reached through arm’s-
5 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
6 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”
7 *Dunk*, 48 Cal. App. 4th at 1802.

8 **B. The Settlement Warrants Preliminary Approval (Checklist I.B)**

9 **1. The Settlement Warrants a Presumption of Fairness**

10 The three applicable prerequisites for presumptive fairness are present in this case: (1) the
11 Settlement was reached through extensive arm’s-length bargaining by the Parties, including with the
12 involvement of a highly experienced neutral mediator, Judge Andersen of JAMS; (2) the Parties have
13 conducted significant investigation and discovery sufficient to allow counsel and the Court to act
14 intelligently; and (3) Plaintiffs are represented by two firms with many years of experience litigating class
15 actions and negotiating class settlements that have been approved by courts throughout California and the
16 United States. The fourth prerequisite regarding objectors (if any) cannot be known until the time of the
17 final approval hearing. Accordingly, the Court should apply a presumption of fairness to the proposed
18 settlement. *Dunk*, 48 Cal. App. 4th at 1802.

19 ***First***, the Settlement is the product of non-collusive, arm’s-length, and informed negotiations
20 including with the aid of Judge Andersen (Ret.), who spent twenty-seven years as a federal and state court
21 judge before becoming a highly experienced mediator at JAMS (itself, a recognized neutral body for
22 alternative dispute resolution). “The court undoubtedly should give considerable weight to the competency
23 and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement
24 agreement represents an arm’s length transaction entered without self-dealing or other potential
25 misconduct.” *Kullar*, 168 Cal. App. 4th at 129; *see also Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 53,
26 75 (2008) (where the parties participated in formal mediation with a highly respected former federal
27 magistrate judge was a factor in determining that the settlement reached was reasonable and non-
28 collusive). The Settlement here was negotiated during an all-day mediation session with Judge Andersen,

1 and settlement discussions continued for many months with the aid of Judge Andersen before the Parties
2 were able to reach agreement on terms that were fair, reasonable, and adequate to the Class. These
3 circumstances weigh overwhelmingly in favor of preliminary approval of the Settlement.

4 ***Second***, the Settlement is reasonable in light of the risks, expenses, complexity, and duration of
5 litigation. Class Counsel has conducted a thorough investigation into the facts of the class action. The
6 Parties have engaged in substantial discovery, including information regarding the sales of the Class
7 Products, the number of class members, documentation regarding the challenged labeling and ingredients
8 at issue, and Dr. Squatch’s defenses. The Parties also have engaged in discovery regarding the scope and
9 extent of class damages. Based on the foregoing data and their own independent investigation, evaluation,
10 and experience, Class Counsel believes that the settlement with Dr. Squatch on the terms set forth in the
11 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of
12 all known facts and circumstances, including the risk of significant delay, defenses asserted by Dr.
13 Squatch, and numerous potential appellate issues. Co-Lead Decl. ¶¶ 7, 9 25-29.

14 Plaintiffs and Class Counsel recognize the expense and time necessary to continue to litigate
15 against Dr. Squatch through possible appeals, which could take several years. The costs and risks
16 associated with complex class litigation of this type can hardly be overstated. Dr. Squatch has at all times
17 denied any liability, denied that a class could be certified in this Action and denied that Plaintiffs suffered
18 any damages or that any damages could be proven on a class-wide basis. Specifically, Dr. Squatch asserted,
19 among other things, that the challenged “natural” labeling was not misleading as determined by the
20 International Standards Organization (“ISO”), which provides methods for calculating the natural and
21 natural origin indexes of a product. Dr. Squatch also points to a decision of the Better Business Bureau’s
22 National Advertising Division to the effect that Dr. Squatch had a reasonable basis for its “natural” claims.
23 Dr. Squatch asserted various other liability defenses, as well, including (but not limited to) that Plaintiffs’
24 theory conflates the “natural” label with “All Natural” or “100% Natural” labels, that reasonable
25 consumers were not deceived because the Class Product packages disclose all ingredients, and that Dr.
26 Squatch provides consumers dispositive disclosures regarding the Class Products’ ingredients.
27 Additionally, Dr. Squatch has at all times maintained that Plaintiff cannot certify a class because
28 individualized inquiries of deception will predominate, consumers’ exposure to dispositive disclosures

1 varies, and no damages could be proven on a class-wide basis. Finally, Dr. Squatch has asserted that any
2 reasonably calculated price premium measure of damages would be exceedingly small, which in turn
3 significantly limits the scope of any potential recovery. Co-Lead Decl. ¶¶ 25-29.

4 Class Counsel has taken all of Dr. Squatch's arguments into account, as well as the time and
5 additional risk involved in seeking recovery for the Class through a class trial. These issues arguably
6 weakened Plaintiffs' claims, both on liability, and in terms of the amount of provable damages at trial. If
7 successful, Dr. Squatch's defenses could eliminate or substantially reduce any recovery to the Class. While
8 Plaintiffs believe that these defenses might be overcome, Dr. Squatch maintains these defenses have merit
9 and therefore present a serious risk to recovery. Co-Lead Decl. ¶¶ 25-29. Accordingly, experienced Class
10 Counsel strongly believes that the Settlement is in the best interest of the Class, as it guarantees immediate
11 and significant relief.

12 *Third*, the Class is represented by two law firms with extensive experience in class actions. Based
13 upon their evaluation, Plaintiffs and Class Counsel have determined that the settlement set forth in the
14 Settlement Agreement is in the best interest of the Class Members. Co-Lead Decl. ¶¶ 30-45.

15
16 **2. The Settlement Has No "Obvious Deficiencies," and the Amount Offered in**
17 **Settlement Weighs Strongly in Favor of Preliminary Approval**

18 The proposed Settlement herein has no "obvious deficiencies" and is well within the range of
19 possible approval. The Settlement provides significant and immediate benefits to the Class. All Settlement
20 Class Members will receive an opportunity to participate in the Settlement and receive payment from a
21 \$9,000,000 Settlement Fund. (Settlement §§ 4.1.5-4.17.) Based on the nature of the claims, the evidence
22 of the case, prevailing similar consumer protection lawsuits, and the experience of Class Counsel, Class
23 Counsel believes that a settlement of this value represents an excellent result for the Class, and it is most
24 certainly fair and reasonable. Clearly, the goal of this litigation has been met. Co-Lead Decl. ¶ 29. The
25 amount offered in Settlement provides an immediate and substantial benefit to Class Members. Class
26 Members who submit a valid and timely claim are entitled to a refund of 50 cents per Product purchased,
27 subject to per-household caps and pro-rata adjustments. As described above, Dr. Squatch has argued that
28 the recoverable damages in this Action – the price premium attributable to the "natural" labeling – would

1 be exceedingly small and as low as 0%. Accordingly, a 50 cents recovery for each Class Product purchased
2 represents a strong recovery in light of the strengths and weaknesses of the claims and risks of the
3 litigation.

4
5 **3. The Proceedings Are Sufficiently Advanced to Permit Preliminary Approval**
6 **of the Class Action Settlement**

7 The stage of the proceedings at which this settlement was reached also favors approval. Class
8 Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began
9 investigating the Class Members' claims more than three years ago before this action was filed. The Parties
10 engaged in extensive discovery including thousands of pages of documentary evidence and numerous
11 depositions. Class Counsel engaged in a thorough review and analysis of the relevant documents,
12 including sales information and specific scientific literature on "natural" claims and the ingredients at
13 issue. Class Counsel are also experienced with the claims at issue here, as Class Counsel previously
14 litigated and settled similar claims in other actions, including having certified many class actions and
15 argued those class certification orders through appeals and to trial. Co-Lead Decl. ¶¶ 30-45, Exs. 2 and 3
16 (firm resumes of Class Counsel). Class Counsel are well equipped to evaluate the strength of the claims
17 in this matter. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
18 information to make an informed judgment regarding the likelihood of success on the merits and the results
19 that could be obtained through further litigation. Co-Lead Decl. ¶¶ 7-11.

20 Based on the foregoing, Class Counsel is of the opinion that the settlement with Dr. Squatch on
21 the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest
22 of the class in light of all known facts and circumstances, including the risk of significant delay, defenses
23 asserted by Dr. Squatch, and numerous potential appellate issues. All Parties possessed sufficient
24 information to make an informed judgment regarding the likelihood of success on the merits and the results
25 that could be obtained through further litigation. Co-Lead Decl. ¶¶ 7-11.

1 **IV. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES (Checklist I.C)**

2 The proposed Settlement meets all the requirements for class certification under California Code
3 of Civil Procedure section 382, and therefore, the Court may approve the Class as defined in the
4 Settlement. The California Supreme Court has summarized the standard for determining whether class
5 certification is appropriate as follows:

6 Code of Civil Procedure Section 382 authorizes class actions “when the question is one of
7 a common or general interest, of many persons, or when the parties are numerous, and it is
8 impracticable to bring them all before the court . . .” The party seeking certification has the
9 burden to establish the existence of both an ascertainable class and a well-defined
10 community of interest among class members, (citations omitted). The “community of
11 interest” requirement embodies three factors: (1) predominant common questions of law
or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
representatives who can adequately represent the class.

12 *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004). While Dr. Squatch reserves all
13 rights to dispute that Plaintiffs can satisfy these requirements, Dr. Squatch does not dispute that these
14 requirements may be satisfied for purposes of settlement only.

15 **A. The Proposed Class Is Ascertainable and Numerous**

16 The definition of the proposed Class must be “precise, objective and presently ascertainable.”
17 *Sevidal v. Target Corp.*, 189 Cal. App. 4th 905, 919 (2010). A class is ascertainable “when it is defined ‘in
18 terms of objective characteristics and common transactional facts’ that make ‘the ultimate identification
19 of class members possible when that identification becomes necessary.’” *Noel v. Thrifty Payless, Inc.*, 7
20 Cal. 5th 955, 980 (2019). Here, the Class is objectively defined in such a way that Class Member
21 identification is possible, and the Class is therefore ascertainable.

22 With respect to numerosity, while the exact number of class members is unknown since some of
23 the sales were made at retail stores, the class consists of no less than millions of members based on
24 Defendant’s internal records alone. Co-Lead Decl. ¶ 16. Accordingly, numerosity is clearly satisfied. *See*
25 *Bowles v. Superior Court*, 44 Cal. 2d 574 (1955) (class with 10 members sufficiently numerous); *Rose v.*
26 *City of Hayward*, 126 Cal. App. 3d 926, 934 (1981) (class of 48 members satisfies numerosity
27 requirement.). Joinder of the proposed Class Members would be impracticable, and the element of
28 numerosity is satisfied.

1 **B. Common Issues of Law and Fact Predominate**

2 Predominance of common issues of law or fact does not require that the common issues be
3 dispositive of the entire controversy or even that they be dispositive of all liability issues. *Newberg* at 4-
4 82, 4-83. “Predominance is a comparative concept, and ‘the necessity for class members to individually
5 establish eligibility and damages does not mean individual fact questions predominate.’” *Sav-On Drug*
6 *Stores, Inc.*, 34 Cal.4th at 334. Here, each and every product at issue is labeled on the front of the packaging
7 as being “Natural,” giving rise to the common question of deception. Common questions of law are also
8 present with respect to the other elements of California’s consumer protection laws (the CLRA, FAL, and
9 UCL), including materiality, reliance, and damages. Accordingly, the community of interest requirement
10 is met. *See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 435 (2000).

11 **C. The Claims of Plaintiffs Are Typical of the Class Claims**

12 “Certification requires a showing that the class representative has claims or defenses typical of the
13 class.” *Fireside Bank v. Superior Court*, 40 Cal. 4th 1069, 1090 (2007). Here, Plaintiffs’ claims are typical
14 of the claims of the Class because like all other Class Members, Plaintiffs are within the class definition,
15 share common claims with the Class, and will benefit from the Settlement in the same manner.

16 **D. The Class Representation Fairly and Adequately Protected the Class**

17 Plaintiffs are members of the Class and have actively participated in the prosecution of this case
18 to date. Co-Lead Decl. ¶ 23. There are also no facts that make Plaintiffs adverse to the interests of the
19 Class. *Soderstedt v. CBIZ Southern California, LLC*, 197 Cal. App. 4th 133, 155-56 (2011). Plaintiffs have
20 also retained competent counsel who are experienced in consumer class actions. Co-Lead Decl. ¶¶ 30-45.
21 The Law Offices of Todd M. Friedman, P.C. and Reese LLP have extensive experience in consumer
22 protection class action litigation. *Id.* Accordingly, the proposed Class Representatives and Class Counsel
23 are adequate to protect the interests of the Class. *Dunk*, 48 Cal.App.4th at 1802.

24 **E. The Superiority Requirement Is Met**

25 A class action is the superior mechanism for resolution of the claims. Indeed, this Settlement
26 resolves no less than five separate actions. In the absence of a class settlement, Dr. Squatch would oppose
27 class certification, the result of which is unknown. If certification is denied following motion practice,
28 each individual member of the Class would be required to individually litigate their claims.

V. **THE PROPOSED METHOD OF CLASS NOTICE IS THE BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES AND MEETS DUE PROCESS REQUIREMENTS (Checklist I.D)**

“The manner of giving notice is subject to the trial court’s virtually complete discretion.” *Chavez*, 162 Cal. App. 4th at 58. Here, the Notice Plan provides direct notice for all Class Members for whom Dr. Squatch has an email address. Additionally, there will be extensive publication notice estimated to make online impressions targeted to reach likely purchasers of Dr. Squatch’s Products.⁴ Accordingly, the notice plan is sensible, efficient, and provides the best notice practicable under the circumstances.

Each claimant will be required to submit a claim form in order to receive compensation. This is required due to the fact that the names and purchases of each claimant are not known, thereby requiring the completion of a claim form. The estimated claims rate is 2%. *See* Schwartz Decl. at ¶ 8.

VI. **PROPOSED SCHEDULE FOR FINAL APPROVAL PROCEEDINGS**

Finally, Plaintiffs ask the Court to schedule the time, date, and place of the Final Approval Hearing to decide whether the Settlement is fair, adequate, and reasonable. Plaintiffs also request that the Court set other relevant deadlines as set forth below:

Event	Deadline
Deadline for Dr. Squatch to provide class list to the Settlement Administrator	15 days after Preliminary Approval
Deadline for dissemination of Class Notice to commence	45 days after Preliminary Approval
Deadline for Class Counsel to file a motion seeking attorneys’ fees and costs and Service Awards	14 days before the deadline to object
Deadline to object or opt out	90 days after Preliminary Approval
End of Claims Period	135 calendar days after Preliminary Approval
Deadline for Settlement Administrator to file declaration with the Court that: (i) includes a list of those persons who have opted out from the Settlement; and (ii) describes the scope, methods, and results of the notice program	10 days before the Final Approval Hearing
Deadline for Class Counsel or Dr. Squatch’s’ Counsel to file a brief responding to any objection	7 days before the Final Approval Hearing
Final Approval Hearing	To be determined by the Court

⁴ The Proposed Notices are attached as Exhibit B to the Settlement Agreement.

1 **VII. CONCLUSION**

2 Plaintiffs respectfully request that the Court preliminarily approve the proposed settlement and
3 sign the proposed Preliminary Approval Order, which is submitted as Exhibit to the Settlement
4 Agreement, and schedule the Final Approval Hearing.

5
6 Respectfully submitted,

7 Date: August 29, 2025

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

8 *Todd M. Friedman*
9 By: _____
10 TODD M. FRIEDMAN
ADRIAN R. BACON

11 *Proposed Co-Lead Class Counsel*

12 **REESE LLP**

13 *Michael Reese*
14 By: _____
15 MICHAEL R. REESE

16 *Proposed Co-Lead Class Counsel*

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On August, 29, 2025 I served the foregoing documents, described as:

[] the original of the document
[x] true copies of the document

Amit Rana at ARana@venable.com
Manny Caixeiro at MJCaixeiro@venable.com

[xx] **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

Executed this August 29, 2025, at Calabasas, California.

Todd Friedman