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Court Appointed Co-Lead Class Settlement Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

VICTOR GUZMAN, PERRY BRUNO,
LAUREN FLEMING, DAVID PLOWDEN,
KAREN BETZAG, and JAIME NAPOLITANO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

DR. SQUATCH, LLC;

Defendant.

Case No.: 25STCV03523

**NOTICE OF MOTION AND MOTION
FOR PAYMENT OF ATTORNEYS'
FEES AND REIMBURSEMENT OF
COSTS TO CLASS COUNSEL AND
PAYMENT OF SERVICE AWARDS TO
THE CLASS REPRESENTATIVES**

Date: March 2, 2027
Time: 10:00 a.m. PT
Dept.: 11

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that at 10:00 a.m. on March 2, 2027 or as soon thereafter as
3 the matter can be heard, in Department 11 of the above-captioned court, located at 312 North
4 Spring Street, Los Angeles, California 90012, Plaintiffs Victor Guzman, Perry Bruno, Lauren
5 Fleming, David Plowden, Karen Betzag, and Jaime Napolitano (“Class Representatives”) will
6 move the Court for an Order Granting Plaintiffs' Motion for Payment of Attorneys' Fees and
7 Reimbursement of Costs to Class Counsel and Payment of Service Awards to the Class
8 Representatives.
9

10 This Motion is based on this Notice of Motion, the accompanying Memorandum of
11 Points and Authorities, and any other documentary and/or oral evidence as may be presented at
12 the time of the hearing on this Motion.
13

14
15 Dated: September 29, 2026

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

16 By: 
17 Adrian R. Bacon

18 **REESE LLP**

19 
20 Michael R. Reese

21 *Court Appointed Co-Lead Counsel*
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1 **TABLE OF AUTHORITIES**

2 **Cases**

3 *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 13946

4 *Chavez v. Netflix, Inc.*, (2008) 162 Cal.App.4th 43, 66, fn. 11.....4

5 *Consumer Privacy Cases*, (2009) 175 Cal. App. 4th 545, 558 n.13.....4

6 *Cotchett, Pitre & McCarthy v. Universal Paragon Corp.* (2010) 187 Cal. App. 4th 1405, 1421 ..4

7 *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal. 5th 480.....4, 5, 6

8 *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970).....3

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10 **Statutes**

11 Cal. Code Civ. P. § 3822

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1 On February 10, 2025, Plaintiffs commenced the above-captioned action the
2 jurisdiction where defendant Dr. Squatch is headquartered by filing a complaint in this Court
3 that consolidated the various actions pending across the country. In the consolidated
4 complaint, Plaintiffs allege claims on behalf of themselves and a nationwide class of
5 consumers who purchased Dr. Squatch personal care products labeled as “natural” during the
6 Class Period. Plaintiffs allege that, in truth, the Products contained synthetic ingredients, and
7 that this labeling violated California's Unfair Competition Law, Cal. Bus. & Prof. Code §
8 17200 et seq., False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq., and Consumers
9 Legal Remedies Act, Cal. Civ. Code § 1750 et seq., and constituted a breach of express
10 warranty.

11 After extensive arm's-length negotiation, the Parties reached final agreement to the
12 terms of the Settlement on July 17, 2025, which Class Counsel then presented to the Court for
13 preliminary approval. This Court then granted preliminary approval as to this settlement. *See*
14 Prelim. Approval Order (July 15, 2026). Pursuant to Cal. Code Civ. P. § 382, the Court
15 conditionally certified the Settlement Class for settlement purposes. The Court also appointed
16 Plaintiffs Victor Guzman, Perry Bruno, Lauren Fleming, David Plowden, Karen Betzag, and
17 Jaime Napolitano as Class Representatives and appointed Adrian R. Bacon of the Law Offices
18 of Todd M. Friedman, P.C. and Michael R. Reese of Reese LLP as Class Counsel. The Court
19 also appointed Eisner Advisory Group, LLC (“EAG”) as Settlement Administrator. The Court
20 also approved the Class Notice and the method of distributing the Class Notice as set forth in the
21 Settlement Agreement, directing the Settlement Administrator to disseminate direct notice and
22 publication notice within 45 days after entry of the Preliminary Approval Order, and setting a
23 claim submission deadline of 90 days from the Notice Date and an objection/exclusion deadline
24 of 45 days from the Notice Date. (Settlement §§ 6.2–6.3; Order Granting Preliminary Approval.)

1 **III. THE SETTLEMENT**

2 The Settlement provides for a non-reversionary common fund for the benefit of all
3 Class Members. (Settlement § 2.48). The Settlement Fund is defined as the Settlement
4 Amount of Nine Million Dollars (\$9,000,000.00). (Settlement § 2.48). “Class” or
5 “Settlement Class” means all persons in the United States who purchased any Dr. Squatch
6 product labeled on the front of the packaging as “natural” on or after November 17, 2018
7 through the date 45 days after entry of the Court's preliminary approval order, excluding
8 (a) persons who purchased or acquired the Products for resale, (b) Dr. Squatch and the
9 Released Parties, (c) any person who files a valid, timely opt-out request, and (d) the judges
10 to whom this Action is assigned and their immediate families. (Settlement § 2.49).

11 Each Participating Class Member who submits a valid, timely Claim Form is
12 entitled to a payment from the Net Settlement Amount, which is defined as the Settlement
13 Amount, less: 1) Service Awards of \$40,000 in the aggregate, with the two Class
14 Representatives who sat for their depositions (Bruno and Fleming) each receiving \$10,000,
15 and the remaining Plaintiffs (Guzman, Plowden, Betzag, and Napolitano) each receiving
16 \$5,000, for their efforts in bringing the Action and achieving the benefits of the Settlement
17 on behalf of the Settlement Class (Settlement § 5.2); 2) Attorneys' Fees in the amount of
18 one third (33.33%) of the Settlement Amount, or Three Million Dollars (\$3,000,000.00),
19 plus Class Counsel's actual litigation costs and expenses of \$42,219.68 (Settlement § 5.2);
20 and 3). The Settlement Fund is non-reversionary, and claim amounts are subject to pro rata
21 adjustment so that the Net Settlement Amount is used only to pay valid claims.

22 **IV. ARGUMENT**

23 **A. THIS COURT SHOULD GRANT THE REQUEST FOR PAYMENT OF CLASS COUNSEL FEES**

24 One of the fundamental axioms of class action law is that a plaintiff who obtains a
25 settlement on behalf of absentee class members is allowed to recover reasonable attorneys’ fees
26 and costs incurred in the litigation. *See, e.g., Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-
27 92 (1970) (recognizing the right of class action plaintiffs who have obtained a settlement to
28 recover attorneys’ fees and costs because, “[t]o allow the others to obtain full benefit from the

1 plaintiff's efforts without contributing equally to the litigation expenses would be to enrich the
2 others unjustly at the plaintiff's expense.").

3
4 **1. The Court Should Use the Percentage of the Fund Methodology in**
5 **Determining Class Counsel's Fee**

6 In *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal. 5th 480, the California Supreme Court
7 joined the "overwhelming majority of federal and state courts in holding that when class action
8 litigation establishes a monetary fund for the benefit of the class members, the court may
9 determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
10 created." *Id.* at 503. In so doing, the California Supreme Court described the "recognized
11 advantages of the percentage method," including "ease of calculation, alignment of incentives
12 between counsel and the class, a better approximation of market conditions in a contingency
13 case, and the encouragement it provides counsel to seek an early settlement and avoid
14 unnecessarily prolonging the litigation." *Id.*

15 Since a common monetary fund has been created here by Class Counsel through their
16 litigation of this matter, *Laffitte* governs and the Court should use the percentage of the fund
17 methodology to calculate Class Counsel's fee.

18 **2. Under Prevailing Law, the Court Should Grant 1/3 for Class Counsels Fees**

19 Class Counsel move for payment of their fees in the amount of one-third of the Settlement
20 amount. This is entirely consistent with governing case law in California.

21 "[F]ee awards in class actions average around one-third of the recovery." *Chavez v.*
22 *Netflix, Inc.*, (2008) 162 Cal.App.4th 43, 66, fn. 11. Indeed, in *Laffitte*, the California Supreme
23 Court approved one-third contingency fee request from \$19 million settlement fund. *Laffitte*, 1
24 Cal. 5th at 485; *see also Cotchett, Pitre & McCarthy v. Universal Paragon Corp.* (2010) 187
25 Cal. App. 4th 1405, 1421 (contingency fees typically range from 33 to 40 percent of class
26 benefit); Fee awards from a common fund can "average around one-third of the recovery."
27 *Consumer Privacy Cases*, (2009) 175 Cal. App. 4th 545, 558 n.13.

28 Here, Class Counsel have worked completely on a contingency basis and have not been
paid anything to date for their work and expenses. *See* September 29, 2026 Joint Declaration of

1 Class Counsel (“Class Counsel Decl.”) at ¶33. Contingency fee litigation is extremely risky.
2 Despite this risk, Class Counsel have secured an excellent result in this litigation, and Class
3 Counsel respectfully submit that the award of \$3,000,000 in fees (one third of the \$9,000,000
4 Settlement Amount).

5 **3. While not required, the requested attorney’s fees are also reasonable, fair**
6 **and appropriate under the lodestar/multiplier approach**

7 In endorsing the use of the percentage of the settlement fund methodology, the Supreme
8 Court of California stated in *Laffitte* that trial courts “retain the discretion to forgo a lodestar
9 cross-check”. *Laffitte*, 1 Cal. 5th at 506.

10 Nonetheless, if the Court decides to conduct a lodestar/multiplier cross-check, the
11 requested fee of one-third of the Settlement Amount is reasonable. Under the lodestar/multiplier
12 approach, the court computes the “lodestar” amount by multiplying the number of hours
13 expended by each attorney or legal staff member by their reasonable hourly rates. *See Laffitte*, 1
14 Cal. 5th at 504. The court then enhances this lodestar figure by a “multiplier” to account for a
15 range of factors, such as the novelty and difficulty of the case, its contingent nature, and the
16 degree of success achieved. *Id.* a 489.

17 Here, Class Counsel’s fee demand is justified based upon the lodestar method of
18 calculating fees. Class Counsel reasonably expended a total of 2360 hours on this matter over
19 several years of litigation, which amount to \$2,856,500 in total fees. See Decl. of Class Counsel
20 ¶33. In contrast, Class Counsel here seeks \$3,000,000 in attorneys’ fees, which represents a
21 lodestar multiplier of approximately 1.05. This multiplier will likely be less than one by the time
22 of final approval as more work remains to be done, including, but not limited to, briefing the
23 motion for final approval and appearing at the hearing on the motion for final approval.
24 Accordingly, under a lodestar cross-check (though not required), the requested fee is reasonable
25 and should be granted.

26 **4. Class Counsel Should Be Reimbursed for the Costs and Expenses**

27 To date, Class Counsel have documented a total of \$42,219.68 in expenses and costs
28 incurred from this litigation. *See* Decl. of Class Counsel ¶40. The costs and expenses for which
Class Counsel seeks reimbursement include filing fees, service of process, electronic filing fees,

1 discovery expenses (including depositions), and mediation expenses. *Id.* Class Counsel has not
2 billed for miscellaneous expenses such as legal research expenses, printing expenses and postage.
3 All of these costs were necessarily incurred in the course of this litigation and should be
4 reimbursed. *Id.* Thus, Class Counsel's request for \$42,219.68 in costs is reasonable.

5 **B. THE COURT SHOULD AWARD PLAINTIFFS THEIR REQUESTED INCENTIVE AWARDS**

6 Courts repeatedly have approved the payment of incentive awards in class action
7 settlements to named plaintiffs on the theory “they should be compensated for the expense or risk
8 they have incurred in conferring a benefit on other members of the class.” *Cellphone Termination*
9 *Fee Cases* (2010) 186 Cal.App.4th 1380, 1394.

10 Notably in *Cellphone Termination Cases*, the appellate court upheld over sixteen years
11 ago the trial court's approval of \$10,000 in incentive awards to each class representative. *Id.* at
12 1394. Here, the Settlement Agreement calls for incentive awards of \$10,000 each to Plaintiffs
13 Bruno and Fleming due to the fact they each had to respond to discovery and sit for depositions.
14 Plaintiffs Guzman, Plowden, Betzag, and Napolitano are to receive \$5,000 each. (Settlement §
15 5.2). These incentive awards are well deserved and justified by the fact that these Plaintiffs took
16 action on behalf of a nationwide class of consumers and expended considerable effort to achieve
17 the results. See Exhibits A - F of the Class Counsel Declaration for each of the Class
18 Representatives’ declarations. Plaintiffs participated in investigations, mediation, and subsequent
19 settlement negotiations. *Id.* By bringing this action, Plaintiffs furthered the public policy goals of
20 protecting consumers from false and misleading product labeling. This time and effort made
21 resolution of this case possible for the members of the Class, and Plaintiffs have served as model
22 class representatives since the inception of this case. Accordingly, their request for incentive
23 awards should be granted.

24 **V. CONCLUSION**

25 For the reasons stated above, Plaintiffs respectfully submit that this Motion should be
26 granted in its entirety. Specifically, Plaintiffs seek:

- 27 • \$3,000,000.00 for Class Counsel’s fees;
- 28 • \$42,219.68 for Class Counsel’s costs; and

- \$40,000.00 in aggregate incentive awards to the Plaintiffs.

Respectfully submitted,

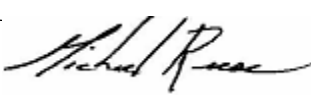
Dated: September 29, 2026

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

By: 

Adrian R. Bacon

REESE LLP

By: 

Michael R. Reese

Court Appointed Co-Lead Counsel

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business Address is 23586 Calabasas Rd., Suite 105, Calabasas, CA 91302.

On September 29, 2026, I served the following document(s) described as

MOTION FOR PAYMENT OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

on all interested parties in this action by placing:

- ☒ a true copy
☐ the original thereof enclosed in sealed envelope(s) addressed as follows:

Amit Rana
Arana@venable.com
Manny J. Caixeiro
mjcaixeiro@venable.com
VENABLE LLP

- ☐ BY MAIL: I deposited such envelope in the mail at Sylmar, CA. The envelope was mailed with postage thereon fully prepaid.
- ☐ BY FACSIMILE: The facsimile machine used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2008(e)(4), caused the machine to print a record of the transmission.
- ☒ BY E-MAIL: I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.
- ☒ STATE – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 29, 2026, at Chicago, Illinois.



By: _____
Patria Hammer