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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

RENEE YOUNG and JOYCETTE GOODWIN,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

NEUROBRANDS, LLC, a Delaware limited
liability company;

Defendant.

) Case No. 4:18-cv-05907-JSW

) **CLASS ACTION**

) **FINAL JUDGMENT AND ORDER: (1)**
) **APPROVING CLASS ACTION**
) **SETTLEMENT, (2) AWARDING**
) **CLASS COUNSEL FEES AND**
) **EXPENSES, (3) AWARDING CLASS**
) **REPRESENTATIVE INCENTIVE**
) **AWARDS, AND (4) DISMISSING**
) **ACTION WITH PREJUDICE**

) Judge: Hon. Jeffrey S. White

PROCEDURAL HISTORY

1
2 Plaintiffs Renee Young and Joycette Goodwin (“Plaintiffs”) filed this Action against
3 Defendant Neurobrands, LLC (“Defendant”) (together, the “Parties”), styled *Young v.*
4 *Neurobrands, LLC*, Case No. 4:18-cv-05907-JSW (N.D. Cal.) (the “Litigation”), bringing claims
5 for California’s Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”),
6 California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”),
7 California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.* (“FAL”), and causes
8 of action for fraud by omission, negligent misrepresentation, and breach of express and implied
9 warranties relating to various Neurobrands beverage products (“Products”). (Dkt. No. 18).
10 Plaintiffs allege that Defendant’s labeling and marketing of the Neurobrands Products is false and
11 misleading. Defendant denies the allegations and denies any wrongdoing.

12 After arm’s-length settlement discussions, including a full-day mediation conducted by the
13 Honorable Jay C. Gandhi (Ret.) of JAMS, the Parties have entered into a Settlement Agreement
14 (“Agreement”), which, if approved, would resolve this class action litigation. Currently pending
15 before the Court is Plaintiffs’ Motion for Final Approval of the Settlement Agreement and
16 Plaintiffs’ Motion for Attorneys’ Fees and Incentive Awards for the Class Representatives.

17 After consideration of the Parties’ briefs, the Court hereby GRANTS Final Approval of the
18 Settlement.

19 On June 17, 2021, the Court entered its Order (1) Preliminarily Approving Class Action
20 Settlement, (2) Confirming Certification of the Settlement Class, (3) Confirming the Law Offices
21 of Ronald A. Marron, APLC as Class Counsel; (4) Confirming Renee Young and Joycette
22 Goodwin as Class Representatives, (5) Approving Kroll Settlement Administration as the Notice
23 Administrator; (6) Approving the Notice Plan, and (7) Setting Final Approval Hearing
24 (“Preliminary Approval Order”), in which it preliminarily approved the Settlement. *See* Dkt. No.
25 90. The Court also scheduled a hearing to determine whether the Settlement is fair, reasonable,
26 adequate, in the best interest of the Class, and free from collusion, such that the Court should grant
27 Final Approval of the Settlement, and to consider Plaintiffs’ motion for an award of attorneys’
28 fees, costs and litigation expenses, and an incentive award for the Class Representatives (“Fairness

1 Hearing”).

2 The Court has considered:

- 3 • the points and authorities submitted by Plaintiffs in support of the motion for final approval
- 4 of the Settlement (“Final Approval Motion”);
- 5 • the points and authorities submitted by Plaintiffs in support of the motion for an award of
- 6 attorneys’ fees and litigation expenses, and approval of an incentive award for the Class
- 7 Representatives (“Fee Motion”);
- 8 • the declarations and exhibits submitted in support of said motions;
- 9 • the Settlement Agreement and exhibits thereto;
- 10 • the entire record in this proceeding, including but not limited to the points and authorities,
- 11 declarations, and exhibits submitted in support of preliminary approval of the Settlement,
- 12 filed May 18, 2021;
- 13 • the Notice Plan, providing full and fair notice to the Class;
- 14 • the existence of zero (0) objections to the Settlement;
- 15 • the absence of any objection or response by any official after the provision of all notices
- 16 required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715;
- 17 • the oral presentations of Class Counsel, Counsel for Defendant, and objector(s) at the
- 18 Fairness Hearing;
- 19 • this Court’s experiences and observations while presiding over this matter, and the Court’s
- 20 file herein; and
- 21 • the relevant law.

22 Based upon these considerations and the Court’s findings of fact and conclusions of law as
23 set forth in the Preliminary Approval Order and in this Final Judgment and Order (1) Approving
24 Class Action Settlement, (2) Awarding Class Counsel Fees and Expenses, (3) Awarding Class
25 Representative Incentive Awards, and (4) Dismissing Action with Prejudice (“Final Approval
26 Order”), and good cause appearing, **IT IS HEREBY ORDERED AND DECREED:**

27 **1. Definitions.** The capitalized terms used in this Final Approval Order shall have the
28 meanings and/or definitions given to them in the Settlement Agreement or, if not defined therein,

1 the meanings and/or definitions given to them in this Final Approval Order.

2 **2. Incorporation of Documents.** This Final Approval Order incorporates the
3 Settlement Agreement, filed as Exhibit 1 to the Declaration of Ronald A. Marron in support of
4 preliminary settlement approval on May 18, 2021, including all exhibits thereto, and the Court’s
5 findings and conclusions contained in its Preliminary Approval Order.

6 **3. Jurisdiction.** The Court has personal jurisdiction over the Parties, the Class
7 Members, including objectors, and Defendant. The Court has subject matter jurisdiction over this
8 action, including, without limitation, jurisdiction to approve the Settlement, to settle and release
9 all claims alleged in the action and all claims released by the Settlement, including the Released
10 Claims, to adjudicate any objections submitted to the proposed Settlement, and to dismiss this
11 action with prejudice.

12 **Findings and Conclusions**

13 **4. Definition of the Class and Class Members.** The Court’s Preliminary Approval
14 Order defines the “Class,” which is comprised of the “Class Members,” as follows:

15 All California citizens who made retail purchases of one of the following Products
16 labeled as containing “natural flavors” and “no artificial colors or flavors” in California
17 on or after January 1, 2012 through October 15, 2020, for personal use and not for
18 resale, excluding Defendant and Defendant’s officers, directors, employees, agents and
19 affiliates, and the Court and its staff:

- 20 • NeuroSONIC Superfruit Infusion
- 21 • NeuroSONIC Orange Passion;
- 22 • NeuroBLISS White Raspberry;
- 23 • NeuroBLISS Citrus Berry;
- 24 • NeuroBLISS Tropical Lychee;
- 25 • NeuroPROTEIN Watermelon Mint;
- 26 • NeuroPROTEIN Cherry Vanilla;
- 27 • NeuroDAILY Tangerine Citrus; and
- 28 • NeuroGASM Passion Fruit.

1 The Court affirms its certification of the Class, as set forth in the Preliminary Approval
2 Order. All Class Members are subject to this Final Approval Order and the Final Judgment to be
3 entered by the Clerk of Court in accordance herewith.

4 **5. Class Certifications (Rule 23)**

5 **A. Numerosity**

6 No party or objector contests numerosity. The Court finds that the Class is sufficiently
7 numerous that joinder of all class claims is impracticable. Fed. R. Civ. P. 23(a)(1).

8 **B. Commonality**

9 The Court finds that there are questions of law and fact common to the Class, as to whether
10 Defendant made false or deceptive marketing claims about its Products. All Class Members were
11 exposed to the same or substantially similar contested labeling claims of the Products. Resolution
12 of the common questions about whether Defendant's labeling claims were deceptive would resolve
13 questions relevant to all of the claims in one stroke. Accordingly, the Court affirms its prior ruling
14 under Rule 23(a)(2).

15 **C. Typicality**

16 The Court finds that Plaintiffs' claims are reasonably co-extensive with those of the other
17 Class Members so as to meet Rule 23(a)(3)'s requirements. Typicality is a "permissive" standard
18 under which "representative claims are 'typical' if they are reasonably co-extensive with those of
19 absent class members; they need not be substantially identical." *Hanlon v. v. Chrysler Corp.*, 150
20 F.3d 1011, 1020 (9th Cir. 1998). The Class does not lack typicality. The Court therefore affirms
21 its prior order, finding that the Plaintiffs' claims are reasonably coextensive with those of the Class.

22 **D. Adequacy of Class Representatives and Class Counsel**

23 Having considered the factors set forth in Rule 23(g)(1), the Court finds that Plaintiffs are
24 adequate class representatives and Class Counsel are adequate to represent the Class. Class
25 Counsel has fully and competently prosecuted the causes of action, claims, and theories of liability
26 reasonably available to the Class Members. The Court hereby affirms its appointment of the Law
27 Offices of Ronald A. Marron, APLC as Class Counsel. The Court also affirms its appointment of
28 Renee Young and Joycette Goodwin as the Class Representatives, finding that they possess no

1 interests adverse to the Class and are adequate to represent the Class.

2 **E. Rule 23(b) Has Been Satisfied**

3 The elements of Rule 23(b)(2) have been met. The Court finds that Defendant has acted
4 or refused to act on grounds that apply generally to the class, so that final injunctive relief is
5 appropriate respecting the class as a whole, Fed. R. Civ. P. 23(b)(2). Plaintiffs allege a common
6 injury on behalf of the Class, specifically the Products' respective packaging was standard across
7 California. The Court therefore affirms its prior ruling that the Class satisfies Rule 23(b)(2).

8 **6. The Settlement.** The Court finds that the Settlement is fair, reasonable, and
9 adequate to the Class, in light of the complexity, expense, and likely duration of the litigation. *See*
10 *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009). The Settlement is the result
11 of arm's-length negotiation and there is no evidence of collusion or other conflicts of interest
12 between Plaintiffs, Class Counsel and the Class. *In re Bluetooth Headset Prods. Liab. Litig.*, 654
13 F.3d 935, 946 (9th Cir. 2011).

14 **A.** The Parties reached the proposed Settlement only after extensive investigation into
15 the merits of Plaintiffs' claims, and the Settlement was the result of arm's-length negotiations
16 conducted by the Parties in good faith and after consultation with competent legal counsel, and
17 with the extensive assistance of an independent, neutral mediator, Judge Jay C. Gandhi (Ret.) of
18 JAMS. The Litigation was filed in good faith, was not frivolous and was in compliance with Rule
19 11 of the Federal Rules of Civil Procedure. Based on the negotiations between counsel for the
20 Parties, the Parties fully understood the nature, strength, and weaknesses of each other's claims
21 and defenses.

22 Plaintiffs and Class Counsel maintain that the Litigation and the claims asserted therein are
23 meritorious and that Plaintiffs and the Class would have prevailed at trial. Notwithstanding,
24 Plaintiffs and Class Counsel have agreed to settle the Litigation pursuant to the provisions of the
25 Agreement, after considering, among other things: (i) the expense and length of continued
26 proceedings that would be necessary to prosecute the Litigation through trial; (ii) the uncertain
27 outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well
28 as the difficulties and delays inherent in such litigation; (iii) the inherent problems of proof under

1 the claims and possible defenses to the claims asserted in the Litigation; (iv) the substantial benefits
2 to Plaintiffs and the Class under the terms of this Agreement; and (v) the desirability of
3 consummating this Settlement promptly in order to provide effective relief to Plaintiffs and the
4 Class. Plaintiffs and Class Counsel agree that this Agreement is fair, reasonable and adequate
5 because it provides substantial benefit to the Class, is in the best interests of the Class, and fairly
6 resolves the claims alleged in this Litigation.

7 Defendant expressly denies any wrongdoing alleged in the pleadings in the Litigation, and
8 does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with
9 any facts or claims which have been or could have been alleged against it in the Litigation.
10 Defendant nonetheless considers it desirable for the Litigation to be settled and dismissed, because
11 the proposed settlement will: (i) avoid further expense, burden and disruption of the management
12 and operation of Defendant's business due to the pendency and defense of the Litigation; and (ii)
13 finally put Plaintiffs' and the Class's claims and the underlying matters to rest.

14 Plaintiffs and Defendant were fully informed of the legal bases for the claims and defenses
15 herein and are capable of balancing the risks of continued litigation and the benefits of the
16 Settlement. Class Counsel and Defendant's counsel are highly experienced civil litigation lawyers
17 with specialized knowledge in food labeling issues, and complex class action litigation generally.
18 Class Counsel and Defendant's counsel are capable of properly assessing the risks, expenses, and
19 duration of continued litigation.

20 **B.** The Settlement affords meaningful injunctive relief. First, Defendant will use its
21 best efforts to reformulate all Products that contain DL-malic acid by removing DL-malic acid as
22 an ingredient. Defendant will perform Product reformulation research and development and
23 testing, which must be completed within seven months of the date the Court issues a Preliminary
24 Approval Order (by January 17, 2022). If the new formulations pass requisite testing and are
25 commercially feasible, Defendant will begin switching to the new formulations within 30 days of
26 the completion of such testing (by February 17, 2022).

27 If after using best efforts Defendant determines that one or more of the reformulated
28 Products are not scientifically or commercially feasible, Defendant agrees to modify its packaging,

1 labeling and advertising for all Products containing dl-malic acid. Specifically, within 30 days of
2 determining that one or more of the reformulated Products are not scientifically or commercially
3 feasible (by February 17, 2022), Defendant agrees to (1) add “(DL-malic acid)” after “malic acid”
4 in the ingredient list of all Products that contain dl-malic acid as an ingredient; (2) replace the
5 phrase “no artificial colors or flavors” with “no artificial colors” from the labeling and advertising
6 of all such Products that contain dl-malic acid as an ingredient; (3) modify its website to disclose
7 that the Products may also contain synthetic malic acid or other acidulants; and (4) add an asterisk
8 or similar reference after or adjacent to the “natural flavors” representation on the top front of each
9 Product label, which directs the consumer to the statement “*Learn More at [the URL or webpage
10 of the Neurobrands website] containing the disclosure described in (3). All such labeling
11 modifications are permanent, unless and until Defendant changes its product formulation to
12 remove all dl-malic acid from the Products.

13 The Court has considered the realistic range of outcomes in this matter, including the relief
14 Plaintiffs might receive if they prevailed at trial, the strength and weaknesses of the case, the
15 novelty and number of the complex legal issues involved, and the risk that Plaintiffs and the Class
16 would receive less than the Settlement relief or take nothing at trial. The relief offered by the
17 Settlement is fair, reasonable, and adequate in view of these factors.

18 C. The Court has found no evidence of collusion between Plaintiffs and Defendant or
19 their respective counsel. The Settlement resulted from extensive arm’s-length, adversarial
20 negotiation. Defendant has agreed to pay Class Counsel \$750,000, which represents their costs
21 and lodestar plus a modest 1.11 multiplier, well within the range courts have allowed in the Ninth
22 Circuit. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946-48 (9th Cir. 2011).

23 D. The response of the Class to this action, the certification of a class, and the
24 Settlement, including Class Counsel’s application for an award of attorneys’ fees, litigation
25 expenses, and the Class Representatives’ incentive awards, after full, fair, and effective notice
26 thereof, strongly favors final approval of the Settlement. Indeed, no objections were filed, which
27 the Court has considered.

28 7. **Notice to the Class.** The Class has received the best practicable notice in light of

1 the fact that Defendant does not collect or maintain information sufficient to identify Class
2 Members. The Parties' selection and retention of Kroll Settlement Administration as the Notice
3 Administrator was reasonable and appropriate. Based on the Declaration of James Prutsman, the
4 Court hereby finds that the Settlement Notices were published to the Class Members substantially
5 in the form and manner approved by the Court in its Preliminary Approval Order. The Settlement
6 Notices provided fair, effective and the best practicable notice to the Class of the Settlement and
7 the terms thereof. The Notices also informed the Class of Plaintiffs' intent to seek attorneys' fees,
8 costs, and incentive payments, and set forth the date, time, and place of the Fairness Hearing and
9 Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness
10 Hearing. The Court further finds that the Settlement afforded Class members a reasonable period
11 of time to exercise such rights. *See* Northern District of California Procedural Guidelines for Class
12 Action Settlements ("the parties should ensure that class members have at least thirty-five days to
13 opt out or object to the settlement and the motion for attorney's fees and costs."). The Settlement
14 Notices fully satisfied all notice requirements under the law, including the Federal Rule of Civil
15 Procedure 23(c)(2), Federal Rule of Civil Procedure 23(e)(1), the Northern District of California's
16 Procedural Guidelines for Class Action Settlements, and the requirements of the Due Process
17 Clause of the United States Constitution.

18 **8. Notices Pursuant to 28 U.S.C. § 1715.** The Court finds that Defendant has
19 satisfied all notice requirements of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. §
20 1715, as attested to by the Prutsman Declaration. On May 27, 2021, at Defendant's direction,
21 Kroll Settlement Administration served the notices required by 28 U.S.C. § 1715(b), which
22 included a copy of the Settlement Agreement and other required documents, as well as notice of
23 the date, time, and place of the Fairness Hearing. The Court has received no objection or response
24 to the Settlement agreement by any federal or state official, including any recipient of the foregoing
25 notices. This fact further supports the fairness of the Settlement.

26 **9. Implementation of Settlement.** The Parties are directed to implement the
27 Settlement according to its terms and conditions.

28 **10. Appeal after Implementation.** Any Class Member who failed timely and validly

1 to object to the Settlement has waived any objection. Any Class Member seeking to appeal the
2 Court's rulings must: (a) move to intervene upon a representation of inadequacy of counsel (if they
3 did not object to the proposed Settlement under the terms of the Settlement); (b) request a stay of
4 implementation of the Settlement; and (c) post an appropriate bond. Absent satisfaction of all
5 three requirements, Defendant is authorized, at its sole option and in its sole discretion, to proceed
6 with the implementation of the Settlement, including before the Effective Date, even if such
7 implementation would moot any appeal.

8 **11. Release.** Upon the Effective Date, the Representative Plaintiffs and their respective
9 past and present directors, officers, employees, agents, trustees, fiduciaries, guardians, servants,
10 consultants, underwriters, attorneys, advisors, representatives, estate trustees, heirs, executors,
11 administrators, predecessors, successors and assigns, and any other Person claiming by, through
12 or on behalf of them hereby release and discharge the Released Persons from any and all liabilities,
13 claims, causes of action, damages (whether actual, compensatory, statutory, punitive, or of any
14 other type), penalties, losses, or demands, whether known or unknown, existing, suspecting, or
15 unsuspected, that were or reasonably could have been asserted based on the factual allegations in
16 this Litigation.

17 6.2 Upon the Effective Date, each Class Member and their respective past and present
18 directors, officers, employees, agents, trustees, fiduciaries, guardians, servants, consultants,
19 underwriters, attorneys, advisors, representatives, estate trustees, heirs, executors, administrators,
20 predecessors, successors and assigns, and any other Person claiming by, through or on behalf of
21 them hereby release and discharge the Released Persons from any and all claims for injunctive
22 relief, other similar equitable relief, or any relief available under Federal Rule of Civil Procedure
23 23(b)(2) (which does not include any potential claims for monetary damages of any kind), whether
24 known or known, existing, suspected, or unsuspected, that were or reasonably could have been
25 asserted based on the factual allegations in this Litigation. The released claims expressly do not
26 include any personal injury claims regarding the Products.

27 6.3 With respect to the released claims set forth in Section 6.1-6.2, each Representative
28 Plaintiff and Class Member shall be deemed to have waived and relinquished, to the fullest extent

1 permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and
2 equivalent, comparable, or analogous provisions of the laws of the United States or any state or
3 territory thereof, or of the common law). **Section 1542 provides:**

4 “A general release does not extend to claims which the creditor does
5 not know or suspect to exist in his or her favor at the time of
6 executing the release, which if known by him or her must have
7 materially affected his or her settlement with the debtor.”

8 **12. Attorneys’ Fees and Litigation Expenses.** The Court orders that Class Counsel is
9 entitled to reasonable attorneys’ fees and litigation expenses incurred in connection with the action
10 and in reaching this Settlement in the amount of \$750,000, to be paid at the time and in the manner
11 provided in the Settlement Agreement. The fee award sought in the present case is reasonable
12 when judged by the standards of this circuit. Defendant has agreed to pay Class Counsel \$750,000,
13 which represents Class Counsel’s costs and lodestar plus a modest 1.11 multiplier, well within the
14 range Courts have allowed in the Ninth Circuit.

15 A multiplier of 1.11 is justified here, based on the excellent results obtained, the experience
16 and skill of Counsel, the complexity of issues, the risk of non-payment and preclusion of other
17 work, and the reaction of the Class. The fee award requested is also reasonable in light of similar
18 lodestar awards, as set forth in the Fee Motion. Courts have approved multipliers ranging from 2-
19 4 (and higher) in comparably complex litigation and under such circumstances. *See, e.g., Vizcaino*
20 *v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002); *Van Vranken v. Atlantic Richfield Co.*,
21 901 F. Supp. 294, 298 (N.D. Cal. 1995); *Buccellato v. AT&T Operations, Inc.*, 2011 WL 4526673,
22 *4 (N.D. Cal. June 30, 2011). As reflected in these cases, the requested fee multiplier falls on the
23 low end of the reasonable range, based on typical multipliers approved in comparable litigation.
24 The Court also finds that an award of reasonable attorneys’ fees and litigation expenses is
25 appropriate based on the private attorney general doctrine and Code of Civil Procedure §1021.5,
26 and the Court’s equitable powers under California law.

27 No Named Plaintiff, or any other Class Member, shall have any obligation to pay Class
28 Counsel any further amounts for attorneys’ fees, costs, or litigation expenses in the Litigation. As
no objections were sustained, the Court further finds that no Class Member is entitled to seek or

1 receive any further payment of attorneys' fees or litigation expenses in connection with the action.

2 The time declared to have been expended by Class Counsel is reasonable in amount in view
3 of the complexity and subject matter of this Litigation, the skill and diligence with which it has
4 been prosecuted and defended, and the quality of the result obtained for the Class.

5 Based on the declaration of Class Counsel submitted in support of the Fee Motion, the
6 Court finds that Class Counsel have incurred out-of-pocket litigation expenses (paid and un-
7 reimbursed, or currently due) in the amount of \$34,142.20 that said expenses were of a nature
8 typically billed to fee-paying clients, and that said expenses are recoverable or were reasonable
9 and necessary to the prosecution of this action in light of the extent of proceedings both on and off
10 the Court's docket, the complexity of the legal and factual issues in the case, the amount at stake
11 in this litigation, and the vigorous efforts of counsel for all Parties herein. The Court finds these
12 expenses are reasonable in this case, and shall be included as part of the \$750,000 awarded to Class
13 Counsel, to be paid by Defendant in the time and manner provided in the Settlement Agreement.

14 **13. Class Representative Incentive Awards.** The named Plaintiffs in this action,
15 which the Court appointed Class Representatives in its Class Certification Order and confirmed in
16 its Preliminary Approval Order, have actively participated in and assisted Class Counsel with this
17 litigation for the substantial benefit of the Class despite facing significant personal limitations.
18 Renee Young and Joycette Goodwin waived their rights to pursue potential individual claims or
19 relief in the Action. Apart from the requested incentives, Renee Young and Joycette Goodwin will
20 receive no settlement payments or benefits of any nature, other than the injunctive relief available
21 to the Class generally. The Court hereby approves an incentive award for Renee Young and
22 Joycette Goodwin, to be paid by Defendant at the time and in the manner provided in the
23 Settlement Agreement. The amount of the incentive award shall be \$5,000 for Renee Young and
24 \$5,000 for Joycette Goodwin as Class Representatives. Renee Young and Joycette Goodwin were
25 actively involved throughout the Litigation and contributed significant time and expense in seeing
26 this action to fruition. The Court approves the incentive payments to compensate the Class
27 Representatives for the burdens of their active involvement in the Litigation and their commitment
28 and effort on behalf of the Class.

1 **14. Class Member Objections.** There have been no written objections concerning the
2 Settlement.

3 The Court finds no evidence of collusion. Likewise, no objector has raised any concerns
4 regarding the adequacy of the relief the Settlement provides. Further, Defendant's agreement to
5 reformulate the Products and/or modify the Products' label and packaging, which adequately
6 addresses the very claims raised in Plaintiffs' Complaint, provides meaningful relief and
7 significant value to the Class.

8 The Court has found that the Notice was fair, reasonable, and adequate, and provided the
9 best practicable notice to the class in compliance with all applicable laws. The fact that the chosen
10 Notice Administrator could effectuate notice in a manner widely approved for classes such as this
11 one, where names of individual class members are unknown, for a cost less than other more
12 expensive administrators, is a benefit to the Class, and not objectionable. The Notice in this case
13 also included statutory newspaper publication within the State of California pursuant to California
14 Civil Code § 1781.

15 There have been no objections concerning the Fee Motion. The Fee Motion is adequately
16 supported by the lodestar analysis and the exceptional results achieved on behalf of the Class.

17 **15. Modification of Settlement Agreement.** The Parties are hereby authorized,
18 without needing further approval from the Court, to agree to and adopt such amendments to, and
19 modifications and expansions of, the Settlement Agreement, if such changes are consistent with
20 this Order and do not limit the rights of any person or Class Member entitled to relief under this
21 Agreement.

22 **16. Enforcement of Settlement.** Nothing in this Final Order shall preclude any action
23 to enforce or interpret the terms of the Settlement. Any action to enforce or interpret the terms of
24 the Settlement shall be brought solely in this Court.

25 **17. Retention of Jurisdiction.** The Court expressly retains continuing jurisdiction as
26 to all matters relating to the Settlement, and this Final Order, and for any other necessary and
27 appropriate purpose. Without limiting the foregoing, the Court retains continuing jurisdiction over
28 all aspects of this case including but not limited to any modification, interpretation, administration,

1 implementation, effectuation, and enforcement of the Settlement, the administration of the
2 Settlement and Settlement relief, including notices, payments, and benefits thereunder, the
3 Settlement Notice and sufficiency thereof, any objection to the Settlement, the adequacy of
4 representation by Class Counsel and/or the Class Representatives, the amount of attorneys' fees
5 and litigation expenses to be awarded Class Counsel, the amount of any incentive to be paid to the
6 Class Representatives, any claim by any person or entity relating to the representation of the Class
7 by Class Counsel, to enforce the release and injunction provisions of the Settlement and of this
8 Order, any remand after appeal or denial of any appellate challenge, any collateral challenge made
9 regarding any matter related to this litigation or this Settlement or the conduct of any party or
10 counsel relating to this litigation or this Settlement, and all other issues related to this action and
11 Settlement. Further, the Court retains continuing jurisdiction to enter any other necessary or
12 appropriate orders to protect and effectuate the Court's retention of continuing jurisdiction
13 provided that nothing in this paragraph is intended to restrict the ability of the Parties to exercise
14 their rights under the Settlement Agreement.

15 **18. No Admissions.** Neither the Settlement Agreement nor any related negotiations,
16 statements, mediation positions, notes, drafts, outlines, memoranda of understanding, or Court
17 filings or proceedings relating to the Settlement or Settlement approval, shall be construed as,
18 offered as, received as, used as, or deemed to be evidence or an admission or concession by any
19 person, including but not limited to, of any liability or wrongdoing whatsoever on the part of
20 Defendant or any Released Person or as a waiver by Defendant or any Released Person of any
21 applicable defense, including without limitation any applicable statute of limitation.

22 **19. Dismissal of Action.** This action, including all individual and Class claims
23 resolved in it, shall be dismissed on the merits and with prejudice, without an award of attorneys'
24 fees or costs to any party except as provided in this Order.

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26 **IT IS SO ORDERED.**

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DATED: _____

The Honorable Jeffrey S. White
UNITED STATES DISTRICT JUDGE