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**UNITED STATES DISTRICT COURT
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**

) **[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

) Date: June 25, 2021
) Time: 9:00 a.m.
) Ctrm: 5
) Judge: Hon. Jeffrey S. White

1 Plaintiffs Renee Young and Joycette Goodwin (“Plaintiffs”), individually and on behalf of
2 the Class defined below, move this Court for preliminary approval of the proposed settlement in
3 the above-captioned action. This Court has reviewed and considered Plaintiffs’ Motion for
4 Preliminary Approval and supporting materials. Now, having fully considered the record and the
5 requirements of law, this Court orders that the Motion for Preliminary Approval is **GRANTED** as
6 set forth below.

7 **IT IS THIS ____ DAY OF _____, 2021 ORDERED** that the settlement
8 (including all terms of the Settlement Agreement and exhibits thereto) is hereby
9 **PRELIMINARILY APPROVED**. The Court further preliminarily finds and orders as follows:

10 1. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2)(A), the
11 Class Action Fairness Act, and venue is proper in this district.

12 2. The Court’s exercise of personal jurisdiction over the Plaintiffs’ and Settlement
13 Class Members’ claims against Neurobrands comports with the Due Process Clause of the United
14 States Constitution.

15 3. The Court finds that the Settlement Agreement is the product of arms-length
16 negotiation conducted by experienced legal counsel after extensive discovery and settlement
17 negotiations, including a full-day mediation conducted by the Honorable Jay C. Gandhi (Ret.) of
18 JAMS. The Settlement Agreement is not the result of collusion.

19 4. The Court finds that the proceedings that occurred before the Parties reached the
20 Settlement Agreement gave counsel and the Parties an opportunity to adequately assess the
21 strengths and weaknesses of their respective positions in this case, and, therefore, to structure the
22 settlement in a way that adequately accounts for those strengths and weaknesses.

23 5. The Court finds that, subject to the Final Approval hearing, the Settlement
24 Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court
25 further finds that the settlement falls well within the range of reasonableness and has no obvious
26 deficiencies.

27 6. Because the settlement meets the standards for preliminary approval, the Court
28 preliminarily approves all terms of the settlement, including the Settlement Agreement and all of

1 its exhibits.

2 7. The Court previously found that all requirements of Federal Rules of Civil
3 Procedure 23(a) and 23(b)(2) have been satisfied. On October 15, 2020, the Court certified,
4 pursuant to Fed. R. Civ. P. 23(b)(2), a class of all California citizens who made retail purchases of
5 one of the following Products labeled as containing “natural flavors” and “no artificial colors or
6 flavors” in California on or after January 1, 2012 through October 15, 2020, for personal use and
7 not for resale, excluding Defendant and Defendant’s officers, directors, employees, agents and
8 affiliates, and the Court and its staff:

- 9 • NeuroSONIC Superfruit Infusion
- 10 • NeuroSONIC Orange Passion;
- 11 • NeuroBLISS White Raspberry;
- 12 • NeuroBLISS Citrus Berry;
- 13 • NeuroBLISS Tropical Lychee;
- 14 • Neuro[PROTEIN] Watermelon Min[t];
- 15 • NeuroPROTEIN Cherry Vanilla;
- 16 • NeuroDAILY Tangerine Citrus; and
- 17 • NeuroGASM Passion Fruit.

18 *See* Dkt. No. 72. The Court finds that all requirements of Federal Rules of Civil Procedure 23(a)
19 and 23(b)(2) have been satisfied with respect to the Settlement Class, which is the same class that
20 the Court certified on October 15, 2020.

21 8. The Court previously appointed Plaintiffs Renee Young and Joycette Goodwin as
22 Class Representatives and appointed the Law Offices of Ronald A. Marron as Class Counsel. *See*
23 *id.* The Court confirms the appointment of the Law Offices of Ronald A. Marron, APLC as Class
24 Counsel and Joycette Goodwin and Renee Young as Class Representatives.

25 9. The Court has reviewed the content of the Parties’ proposed Notice Plan and the
26 long-form and short-form notices and finds that they satisfy the requirements of Federal Rule of
27 Civil Procedure 23(c)(2), Federal Rule of Civil Procedure 23(e)(1), the Northern District of
28 California’s Procedural Guidelines for Class Action Settlements, and the requirements of the Due

1 Process Clause of the United States Constitution. Accordingly, the Court approves the notices.

2 10. The Court further approves the methods for giving notice of the settlement to the
3 members of the Class, as reflected in the Settlement Agreement and proposed in Plaintiffs' Motion
4 for Preliminary Approval. In addition to the Notices, the Court has also reviewed the notice
5 procedures and finds that the members of the Class will, thereby, receive the best notice practicable
6 under the circumstances. The Court also approves payment of the costs of notice as provided for
7 in the Settlement Agreement. The Court finds that the notice procedures, carried out with
8 reasonable diligence, will constitute the best notice practicable under the circumstances and will
9 satisfy the requirements of Federal Rule of Civil Procedure 23(c)(2), Federal Rule of Civil
10 Procedure 23(e)(1), and the Due Process Clause of the United States Constitution.

11 11. The Court further approves the appointment of Kroll Settlement Administration or
12 an equivalent class action administrator identified by the Parties to administer and oversee the
13 Notice Plan.

14 12. The Court directs that pursuant to Federal Rule of Civil Procedure 23(e)(2) a
15 hearing will be held on [REDACTED], 20 [REDACTED], to consider final approval of the settlement (the
16 "Final Approval Hearing") including, but not limited to, the following issues: (a) the fairness,
17 reasonableness, and adequacy of the settlement; (b) Class Counsel's application for an award of
18 attorneys' fees and costs; and (c) approval of incentive awards to the Class Representatives.

19 13. Any member of the Class wishing to object (an "Objector") to the proposed
20 settlement and/or be heard at the Final Approval Hearing shall comply with the following
21 procedures:

22 a. To object, a member of the Settlement Class, individually or through
23 counsel, must submit a written objection to the Court. All written objections and supporting papers
24 must (a) clearly identify the case name and number (*Young v. Neurobrands, LLC*, Case No. 4:18-
25 cv-05907-JSW), (b) be submitted to the Court either by mailing them to the Class Action Clerk,
26 United States District Court for the Northern District of California, Oakland Division or by filing
27 them in person at any location of the United States District Court for the Northern District of
28 California, and (c) be filed or postmarked no later than thirty (30) calendar days prior to the Final

1 Approval Hearing date.

2 b. A written objection filed with the Court regarding or related to the
 3 settlement shall contain a caption or title that identifies it as “Objection to Class Settlement in
 4 *Young v. Neurobrands, LLC*, Case No. 4:18-cv-05907-JSW” and also shall contain information
 5 sufficient to identify and contact the objecting Class Member (or his or her attorney, if any), as
 6 well as a clear and concise statement of the Class Member’s objection, documents sufficient to
 7 establish the basis for their standing as a Class Member, i.e., verification under oath as to the
 8 approximate date(s) and location(s) of their purchase(s) of the Products, the facts supporting the
 9 objection, and the legal grounds on which the objection is based.

10 c. If an objecting party chooses to appear at the hearing, that party must file
 11 with the Court, at least thirty (30) days before the Final Approval Hearing, a notice of intent to
 12 appear and that notice must list the name, address and telephone number of the attorney, if any,
 13 who will appear on behalf of that party.

14 14. The deadlines for key events are as follows:

EVENT	DEADLINE
Class Action Website Activated	
Publishing Notice	
Filing of Motion for Attorneys’ Fees and Costs and Incentive Awards	
Filing an Objection with the Court	
Filing Notice of Intent to Appear at Final Approval Hearing	
Filing of Motion for Final Approval	
Filing of response to Objections	
Final Approval Hearing	

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24 15. To the extent not otherwise defined herein, all defined terms in this Order shall have
 25 the meaning assigned to them in the Settlement Agreement.

26 16. In the event the settlement does not become effective for any reason, the Parties
 27 shall be restored to their respective positions in the Litigation as of the date the Motion for
 28 Preliminary Approval was filed.

1 17. Neither this Settlement, nor any act performed or document executed pursuant to
2 or in furtherance of this Settlement is or may be deemed to be or may be used as an admission of,
3 or evidence of, the validity of any released claim, or of any wrongdoing or liability of Defendant;
4 or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or
5 omission of Defendant in any civil, criminal, or administrative proceeding in any court,
6 administrative agency or other tribunal. Any party to this Litigation may file the Settlement
7 Agreement and/or the Judgment in any action that may be brought against it in order to support
8 any defense or counterclaim, including without limitation those based on principles of res judicata,
9 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory
10 of claim preclusion or issue preclusion or similar defense or counterclaim.

11 18. All activity in the action with respect to Defendant shall be stayed unless and until
12 the Settlement Agreement is terminated pursuant to its terms and conditions.

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

22 20. Upon final approval of the Settlement, Class Members and their respective past and
23 present directors, officers, employees, agents, trustees, fiduciaries, guardians, servants,
24 consultants, underwriters, attorneys, advisors, representatives, estate trustees, heirs, executors,
25 administrators, predecessors, successors and assigns, and any other Person claiming by, through
26 or on behalf of them will release and discharge the Released Persons from any and all claims for
27 injunctive relief, other similar equitable relief, or any relief available under Federal Rule of Civil
28 Procedure 23(b)(2) (which does not include any potential claims for monetary damages of any

1 kind), whether known or known, existing, suspected, or unsuspected, that were or reasonably could
2 have been asserted based on the factual allegations in this Litigation. The Class Members' released
3 claims expressly do not include any personal injury claims regarding the Products.

4 21. The Court shall retain continuing jurisdiction over the Parties and the
5 implementation and enforcement of the terms of the Settlement Agreement, and to assure that all
6 payments and other actions required of any of the Parties by the Settlement Agreement are properly
7 made or taken.

8 **IT IS SO ORDERED.**

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10 DATED: _____, 2021

11 HON. JEFFREY S. WHITE
12 United States District Judge
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