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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

17 **PHYLLIS BRANNIN, VIRGINIA**
GOMEZ and VENUS SAVAGE,
18 **Individually and On Behalf of All Others**
Similarly Situated,

19 **Plaintiffs,**

20 **v.**

21 **GOLDEN GRAIN COMPANY and DOES**
22 **1 through 100**

23 **Defendants.**

Case No. CGC-16-555084

[PROPOSED] FINAL JUDGMENT

Dept: 318
Judge: Hon. Charlene Padovani
Kiesselbach

24 This Final Judgment is entered in connection with the Amended Settlement Agreement
25 and Release dated [], 2020 (the “Agreement”) and the exhibits thereto, attached hereto as Exhibit
26 A, and this Court’s Order Approving Class Action Settlement, Attorneys’ Fees and Expenses and
27 Incentive Awards entered on _____ (“Final Approval Order”).

28 The Court being fully advised and good cause appearing, judgment is entered as follows:

1 1. This Final Judgment is a final judgment within the meaning and for purposes of
2 California Code of Civil Procedure §§ 577 and 904.1(a), and California Rule of Court 8.104.

3 2. The Court, for purposes of this Final Judgment, adopts the definitions set forth in
4 the Agreement.

5 3. The Court has continuing jurisdiction over the subject matter of this proceeding
6 and all parties in this proceeding, including the Settlement Class Members.

7 4. The Parties are directed to implement the remaining provisions of the Settlement.
8 Specifically,

9 a. Injunctive Relief: Within one hundred and twenty (120) days of the Effective
10 Date of this Settlement and continuing for a period of not more than five (5)
11 years, and without any requirement that Defendant withdraw or destroy any
12 labels in market or existence as of such time (including inventory), Defendant
13 must change the Near East Products' packaging to include one or both of the
14 following:

15 1. A disclosure (the "Disclosure") on the Near East Products boxes, stating as
16 follows: "Package contains empty space to accommodate grain to
17 seasoning ratio. This package is sold by weight, not by volume. Contents
18 may settle during shipping and handling." The Disclosure shall be
19 displayed on the Near East Products' boxes in a prominent manner,
20 including bold, prominent type at least the same font size and type face as
21 "For questions and comments" currently displayed on the Near East
22 Products' boxes.

23 2. A line or graphic that represents the product fill line and a statement
24 communicating that the line or graphic represents the product fill line such
25 as "Fill Line," both of which will be clearly and conspicuously depicted on
26 the exterior packaging of the Near East Products, in conformance with Cal.
27 Bus. & Prof. Code § 12606.2(c)(7)(C).
28

1 b. Restitution: The Settlement Administrator will process and pay all valid claims
2 made by Settlement Class Members within thirty (30) days of the Effective Date.

3 5. Except as set forth in paragraph 4, above, and the Final Approval Order, Class
4 Representatives and Settlement Class Members shall take nothing by reason of the claims
5 asserted in the Complaint.

6 6. The terms of the Settlement and of this Final Judgment shall be forever binding
7 on the Class Representatives, all Settlement Class Members and Defendant, and those terms
8 shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and
9 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to
10 the extent those claims, lawsuits or other proceedings are encompassed by the Releases set forth
11 in Section V of the Agreement. As of the Effective Date, the Parties and each Settlement Class
12 Member and their respective agents, successors, heirs or assigns, shall be deemed to have, and
13 by operation of the Final Judgment and Approval Order, shall have fully, finally, and forever
14 irrevocably released, relinquished and discharged with prejudice all debts, claims, obligations,
15 damages, liabilities, demands, costs, expenses (including attorneys' fees), indebtedness and
16 causes of action of every kind and nature whatsoever, whether now known or unknown,
17 suspected or unsuspected, fixed, conditional or contingent, which they ever had, may now have,
18 or may hereafter have, against each other for any injury, damage, loss or expense, arising or
19 accruing from the claims that have been or could have been asserted in this Litigation at any
20 time up until the Effective Date of this Agreement.

21 7. All persons who have properly excluded themselves from the Settlement Class
22 are not bound by the Releases set forth in the Agreement nor by paragraph 6, above. The
23 identities of those persons who have properly excluded themselves from the Settlement Class
24 are identified in Exhibit A, attached hereto.

25 8. Each party to the Settlement, including any objectors, interveners and/or
26 proposed interveners, shall bear its own costs and the fees and expenses of its counsel, except as
27 directed in this Court's Final Approval Order.

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1 9. The Agreement, the Final Approval Order, and this Final Judgment are not
2 admissions of wrongdoing, liability or fault by Defendant, or a finding of the validity of any
3 claims in the litigation or any wrongdoing or violation of law by Defendant. The Agreement is
4 not a concession by the Parties and to the extent permitted by law, neither this Final Judgment,
5 nor the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings
6 connected with it, nor any actions required to be performed by this Final Judgment or the
7 Agreement, shall be offered as evidence or received in evidence in any pending or future civil,
8 criminal, or administrative action or proceeding, except in a proceeding before this Court to
9 consummate or to enforce the Agreement or Final Judgment, or defend against the assertion of
10 the Released Claims, or as otherwise required by law.

11 10. Without affecting the finality of this Final Judgment in any way, the Court retains
12 jurisdiction over: (1) the implementation and enforcement of the Agreement until each and every
13 act agreed to be performed by the parties to the Agreement shall have been performed; (2) any
14 other action necessary to conclude this settlement and to implement the Agreement; and (3) the
15 enforcement, construction and interpretation of the Agreement.

16 11. The Court finds no just reason exists for delay in entering this Final Judgment.
17 Accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment pursuant to
18 California Code of Civil Procedure § 664.6. This Final Judgment is final and appealable.

19
20 **IT IS SO ORDERED.**

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23 Dated: _____, 2020

24 Hon. Charlene Padovani Kiesselbach
25 Judge, San Francisco Superior Court
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