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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

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

18 **Plaintiffs,**

19 **v.**

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

22 **Defendants.**

23 **Case No. CGC-16-555084**

24 **[PROPOSED] ORDER GRANTING**
25 **MOTION FOR FINAL APPROVAL OF**
26 **CLASS ACTION SETTLEMENT**

27 **Date: November 5, 2020**

28 **Time: 10:00 a.m.**

Dept: 303

Judge: Hon. Mary E. Wiss

19 Plaintiffs Virginia Gomez (“Gomez”) and Venus Savage (“Savage”) (together,
20 “Plaintiffs”) have entered into a settlement executed on December 13, 2019, subject to this
21 Court’s approval. The terms of the settlement, including the releases of claims, are set forth in
22 the parties Second Amended Class Action Settlement and Release (“Settlement”), attached hereto
23 as Exhibit A. Plaintiffs moved for final approval of the Settlement, and a hearing on the motion
24 was held on November 5, 2020.

25 On May 8, 2020, the Court granted Plaintiffs’ motion for preliminary approval of Class
26 Action Settlement and Approval of Class Notice. In that Order, the Court narrowed the definition
27 of the Class that had previously been certified for settlement purposes only. The Class was
28 defined, for settlement purposes only, as: all persons or entities who purchased one of the
following Near East brand products in California from October 28, 2012 to May 8, 2020,

1 excluding any purchases made for the purposes of resale as well as Golden Grain, its officers,
2 directors, management, employees, subsidiaries, and affiliates, and any judges or justices
3 involved in this action and any members of their immediate families or their staff:

4 Couscous products: Broccoli & Cheese, Mediterranean Curry, Herbed Chicken,
5 Parmesan, Roasted Garlic & Olive Oil Wheat Couscous, Toasted Pine Nut, Wild
6 Mushroom & Herb, Roasted Garlic & Olive Oil Pearled Couscous, and Basil & Herb
7 Pearled Couscous.

8 Rice pilaf products: Original Rice Pilaf, Brown Rice Pilaf, Lentil Rice Pilaf, Chicken
9 Rice Pilaf, Spanish Rice Pilaf, Garlic & Herb Rice Pilaf, Roasted Chicken and Garlic Rice
10 Pilaf, Original Long Grain and Wild Rice, Garlic and Herb Long Grain and Wild Rice,
11 Roasted Vegetable & Chicken Long Grain & Wild Rice, Sesame Ginger Rice, Toasted
12 Almond Rice Pilaf, and Wild Mushroom & Herb Rice Pilaf.

13 Quinoa products: Roasted Red Pepper & Basil, Rosemary & Olive Oil, Zesty Lemon and
14 Mediterranean Medley.

15 Whole grain and tabbouleh products: Roasted Pecan & Garlic and Tabbouleh Mix.

16 (the “Near East Products”). In addition, in that Order, the Court granted preliminary approval of
17 the Settlement as being within the range of possible final approval such that notice should be
18 given to members of the Class; approved the Claim Form, long form Notice and Summary Notice
19 and determined that the proposed Notice Plan met the requirements of due process and constitutes
20 the best notice practicable under the circumstances; appointed the Heffler Group as Settlement
21 Administrator; ordered that notice of the Settlement be disseminated on or before June 8, 2020
22 and completed on or before July 8, 2020; set forth appropriate procedures and deadlines with
23 respect to responding to the notice and obtaining final approval of the Settlement; and set the final
24 approval hearing.

25 Having considered the papers filed in support of Plaintiffs’ Motion for Final Approval of
26 Class Action Settlement and the oral arguments of counsel, good cause appearing, the Court finds
27 and orders as follows:

- 28 1. The Court approves the Settlement as fair, reasonable and adequate.
- 29 2. The Court certifies, for settlement purposes only, a Class as defined in the
30 Settlement and set forth above;
- 31 3. The Court confirms the appointment of Venus Savage and Virginia Gomez as
32 representatives of the Class;

1 4. No Settlement Class Member has objected to the Settlement;

2 5. No Class Member has requested exclusion from the Settlement Class;

3 6. The form of notice and manner of dissemination as previously approved and
4 ordered by the Court in its Order granting preliminary approval were reasonably calculated to
5 fully and accurately inform members of the Class of all material elements of the Settlement and
6 of their opportunity to object or comment thereon or to exclude themselves from the Settlement
7 Class, was the best notice practicable under the circumstances and was sufficient notice to all
8 members of the Class, and complied fully with California law and due process. The manner of
9 disseminating notice substantially complied with the Court's order granting preliminary approval,
10 and the members of the Settlement Class have been provided a fully opportunity to participate in
11 the final approval hearing.

12 7. The Settlement Administrator received 33,135 claims from Settlement Class
13 Members, 9,530 of which were duplicates. Of the remaining Claims, 249 were deemed deficient.
14 The Settlement Administrator sent deficiency notices to those 249 Claimants, providing them
15 with an opportunity to cure the defects, but none of those Claimants did so. The remaining
16 23,327 Claims for \$172,685 were deemed valid. The Settlement Administrator testified that the
17 claims rate of approximately 3.4% of the Class (estimated at approximately 680,000) was
18 commensurate with the claims rate experienced in similar cases involving small dollar values.
19 The Court finds that the response rate of approximately 3.4% of the Settlement Class is
20 satisfactory and, in conjunction with the absence of any objections to or requests for exclusion
21 from the Settlement, indicates that Settlement Class members deemed the Settlement to be
22 favorable and reasonable.

23 8. The Settlement Administrator shall pay the valid claims within thirty (30) days of
24 the Effective Date of the Settlement.

25 9. Each party is to bear their or its own costs and attorneys' fees except as otherwise
26 expressly provided in the Order Granting Application for Attorneys' Fees, Costs and Incentive
27 Awards.

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10. The Court sets a Compliance Hearing for _____, _____ at _____ in Department 303 of this Court. At least five days prior to the hearing, Class Counsel and the Settlement Administrator shall submit a summary accounting, identifying distributions made as ordered herein, the number and value of any uncashed settlement checks, the status of any unresolved issues, and any other matters appropriate to bring to the Court’s attention.

IT IS SO ORDERED.

Dated: _____, 2020

By: _____
The Honorable Mary E. Wiss
San Francisco Superior Court Judge