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13 [Additional Counsel on Signature Page.]

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 ANGEL AGUIAR, Individually and on
18 Behalf of All Others Similarly Situated,
19 Plaintiff,

20 vs.

21 MERISANT COMPANY, and WHOLE
22 EARTH SWEETENER COMPANY
23 LLC,

24 Defendants.

Civil No.: 2:14-cv-00670-RGK-AGR

**PLAINTIFF'S NOTICE OF
MOTION AND UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING
SETTLEMENT CLASS,
APPROVING NOTICE PLAN, AND
SCHEDULING DATE FOR FINAL
FAIRNESS HEARING**

Judge: Hon. R. Gary Klausner
Date: September 15, 2014
Time: 9:00 a.m.
Ctrm: 850

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on September 15, 2014, at 9:00 a.m. or as
3 soon thereafter as counsel may be heard, in the courtroom of the Honorable R.
4 Gary Klausner located at 255 East Temple Street, Courtroom 850, Los Angeles,
5 California 90012, pursuant to Rule 23 of the Federal Rules of Civil Procedure,
6 Plaintiff Angel Aguiar (“Plaintiff”) will move for an order preliminarily approving
7 class action settlement, certifying settlement class, approving notice plan, and
8 scheduling date for final fairness hearing.

9 Plaintiff Angel Aguiar (“Plaintiff”) hereby respectfully moves this Court,
10 pursuant to Federal Rule of Civil Procedure 23(e), for entry of an Order: (i)
11 granting preliminary approval of the proposed Settlement; (ii) conditionally
12 certifying the Settlement Class for purposes of such settlement and appointing
13 Plaintiff as representative for the Settlement Class; (iii) approving Plaintiff’s
14 selection of Scott+Scott, Attorneys at Law, LLP and the Wood Law Firm, LLC as
15 Class Counsel pursuant to Fed. R. Civ. P. 23(g); (iv) approving the proposed notice
16 plan; and (v) setting a hearing date for final approval of the Settlement.

17 This motion is made based upon this notice of motion, the accompanying
18 memorandum of law filed contemporaneously herewith, the evidentiary
19 submission, including the declaration of Amanda F. Lawrence, and such other
20 evidence and argument as may be presented at or before the hearing of this motion.

21

22 DATED: August 18, 2014

SCOTT+SCOTT,
ATTORNEYS AT LAW, LLP

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24

By: /s/ Amanda F. Lawrence
Amanda F. Lawrence (*pro hac vice*)
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CERTIFICATE OF SERVICE

I hereby certify that on August 18, 2014, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List.

I certify that the foregoing is true and correct. Executed on August 18, 2014.

SCOTT+SCOTT, ATTORNEYS AT LAW, LLP

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANGEL AGUIAR, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

MERISANT COMPANY, and WHOLE
EARTH SWEETENER COMPANY,
LLC,

Defendants.

Civil No.: 2:14-cv-00670-RGK-AGR

Hon. R. Gary Klausner

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT,
CERTIFYING SETTLEMENT
CLASS, APPROVING NOTICE
PLAN, AND SCHEDULING DATE
FOR FINAL FAIRNESS HEARING**

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, APPROVING
NOTICE PLAN, AND SCHEDULING DATE FOR
FINAL FAIRNESS HEARING**

Civ. No.: 2:14-cv-00670-RKG(AGR_x)

1 Upon consideration of Plaintiff's unopposed motion for preliminary
2 approval, the motion hearing before this Court on September 15, 2014, and the
3 entire record herein, the Court grants preliminary approval of the Settlement
4 contained in the parties' Settlement Agreement upon the terms and conditions set
5 forth in this Order. Capitalized terms and phrases in this Order shall have the same
6 meaning as they have in the Settlement Agreement.

7 **FINDINGS OF FACT**

8 1. Plaintiff Angel Aguiar ("Plaintiff") brought her unopposed motion for
9 preliminary approval before the Court on August 18, 2014, with the consent of
10 Merisant Company ("Merisant") and Whole Earth Sweetener Company LLC
11 ("Whole Earth") (collectively, "Defendants").

12 2. Plaintiff filed a class action complaint against Defendants on January
13 28, 2014 (the "Action") in the United States District Court for the Central District
14 of California.

15 3. The Action alleges, on behalf of a nationwide class of consumers, that
16 Defendants' labeling and marketing of Pure Via breached warranties to consumers
17 and violated consumer protection statutes in forty states plus the District of
18 Columbia as well as the California Business and Professions Code. *See* California
19 Unfair Competition Law, Bus. & Prof. Code §17200 *et seq.* (the "UCL"),
20 California False Advertising Law, Bus. & Prof. Code §17500 *et seq.* (the "FAL"),
21 California Consumers Legal Remedies Act, Civ. Code §1750 *et seq.* (the
22 "CLRA").

23 4. The Parties conducted an extensive and thorough examination,
24 investigation, and evaluation of the relevant law, facts, and allegations to assess the
25 merits of the potential claims to determine the strength of both defenses and
26 liability sought in this Action.

1 5. As part of that investigation, Plaintiff's Counsel obtained extensive
2 information and documents from Defendants through discovery, including the
3 taking of depositions.

4 6. Plaintiff's Counsel extensively investigated the ingredients in Pure
5 Via, including the methods for producing stevia leaf extract. In addition,
6 Plaintiff's Counsel evaluated the various state consumer protection laws, as well as
7 the legal landscape, to determine the strength of the claims, the likelihood of
8 success, and the parameters within which courts have assessed settlements similar
9 to the proposed Settlement in this Action.

10 7. The Parties have entered into a Settlement Agreement in which the
11 Parties have agreed to settle the Action, pursuant to the terms of the Settlement
12 Agreement, subject to approval and determination by the Court as to the fairness,
13 reasonableness, and adequacy of the Settlement, which, if approved, will result in
14 dismissal of the Action with prejudice and a release of claims by Settlement Class
15 Members; and the Court having reviewed the Settlement Agreement, including the
16 exhibits attached thereto, and all prior proceedings herein, and having found good
17 cause based on the record,

18 THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as
19 follows:

20 1. **Stay of the Action.** All non-settlement related proceedings in the
21 Action are hereby stayed and suspended until further order of the Court. For the
22 avoidance of doubt, this stay also includes the settlement conference previously set
23 for September 30, 2014 [D.I. 106] and all submissions in connection therewith.

24 2. **Preliminary Class Certification for Settlement Purposes Only.**
25 Having made the findings set forth below, the Court hereby preliminarily certifies
26 a plaintiff class for settlement purposes only, pursuant to Federal Rules of Civil

1 Procedure 23(a) and (b)(3), in accordance with the terms of the Settlement
2 Agreement (the “Settlement Class”). The Court preliminarily finds, based on the
3 terms of the Settlement described in the Settlement Agreement and for settlement
4 purposes only, that: (a) the Settlement Class is so numerous that joinder of all
5 members is impracticable; (b) there are issues of law and fact that are typical and
6 common to the Settlement Class, and that those issues predominate over individual
7 questions for settlement purposes; (c) a class action on behalf of the certified
8 Settlement Class is superior to other available means of adjudicating this dispute;
9 and (d) as set forth below, Plaintiff and Class Counsel are adequate representatives
10 of the Settlement Class. As provided for in the Settlement Agreement, if the Court
11 does not grant final approval of the Settlement set forth in the Settlement
12 Agreement, or if the Settlement set forth in the Settlement Agreement is terminated
13 in accordance with its terms, then the Settlement Agreement, and the certification
14 of the Settlement Class provided for herein, will be vacated and the Action shall
15 proceed as though the Settlement Class had never been certified, without prejudice
16 to any party’s position on the issue of class certification or any other issue.
17 Defendants retain all rights to assert that this Action may not be certified as a class
18 action, other than for settlement purposes.

19 3. **Class Definition.** The Settlement Class is defined as all persons who,
20 during the Class Period, both resided in the United States and purchased in the
21 United States any of the Pure Via Consumer Products for their household use or
22 personal consumption and not for resale. Excluded from the Settlement Class and
23 Settlement Class Members are: (a) Merisant’s board members or executive-level
24 officers, including its attorneys; (b) governmental entities; (c) the Court, the
25 Court’s immediate family, and Court staff; and (d) any person that timely and
26

1 properly excludes himself or herself from the Settlement Class in accordance with
2 the procedures approved by the Court.

3 “Class Period” means the period from January 1, 2008, up to and including
4 the date of this Order.

5 4. **Class Representatives and Class Counsel.** The Court appoints
6 Scott+Scott, Attorneys at Law, LLP and the Wood Law Firm, LLC as Class
7 Counsel for the Settlement Class. Angel Aguiar is appointed as Class
8 Representative.

9 5. **Preliminary Settlement Approval.** The Court preliminarily
10 approves the Settlement set forth in the Settlement Agreement as being within the
11 range of possible approval as fair, reasonable, and adequate, within the meaning of
12 Rule 23 and the Class Action Fairness Act of 2005, subject to final consideration at
13 the Fairness Hearing provided for below. Accordingly, the Settlement Agreement
14 is sufficient to warrant sending notice to the Settlement Class.

15 6. **Jurisdiction.** The Court has subject-matter jurisdiction over the
16 Action pursuant to 28 U.S.C. §§1332 and 1367 and personal jurisdiction over the
17 Parties before it. Additionally, venue is proper in this District pursuant to 28
18 U.S.C. §1391.

19 7. **Fairness Hearing.** A Fairness Hearing shall be held on
20 _____, ____, 2014, at __:__ .M. at the United States District Court
21 for the Central District of California, 255 East Temple Street, Los Angeles,
22 California, to determine, among other things: (a) whether the Action should be
23 finally certified as a class action for settlement purposes pursuant to Rule 23(a) and
24 (b)(3); (b) whether the settlement of the Action should be finally approved as fair,
25 reasonable, and adequate pursuant to Rule 23(e); (c) whether the Action should be
26 dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d)

1 whether Settlement Class Members should be bound by the release set forth in the
2 Settlement Agreement; (e) whether Settlement Class Members should be
3 permanently enjoined from pursuing lawsuits based on the transactions and
4 occurrences at issue in the Action; (f) whether the application of Plaintiff's
5 Counsel for an award of Attorneys' Fees and Expenses should be approved
6 pursuant to Rule 23(h); and (g) whether the application of the named Plaintiff for
7 an Incentive Award should be approved. The submissions of the Parties in support
8 of the Settlement, including Class Counsel's application for Attorneys' Fees and
9 Expenses and Incentive Award, shall be filed with the Court no later than fourteen
10 (14) days prior to the deadline for the submission of objections and may be
11 supplemented up to seven (7) days prior to the Fairness Hearing.

12 8. **Administration.** In consultation with, and with the approval of,
13 Defendants, Class Counsel is hereby authorized to establish the means necessary to
14 administer the proposed Settlement and implement the claims process, in
15 accordance with the terms of the Settlement Agreement.

16 9. **Class Notice.** The proposed Class Notice, Summary Settlement
17 Notice, and the notice methodology described in the Settlement Agreement and in
18 the Affidavit of Jeffrey D. Dahl with Respect to Settlement Notice Plan are hereby
19 approved.

20 a. Pursuant to the Settlement Agreement, the Court appoints Dahl
21 Administration, LLC, to be the Notice Administrator and Settlement Administrator
22 to help implement the terms of the Settlement Agreement.

23 b. Not later than seven (7) days after the entry of the Preliminary
24 Approval Order, the Notice Administrator shall establish an Internet website,
25 www.PureViaSweetenerLawsuit.com, that will inform Settlement Class Members
26 of the terms of the Settlement Agreement, their rights, dates and deadlines, and

1 related information. This Settlement Website shall include, in Portable Document
2 Format (“PDF”), materials agreed upon by the Parties and as may be further
3 ordered by this Court.

4 c. Not later than seven (7) days after the entry of the Preliminary
5 Approval Order, the Notice Administrator shall establish a toll-free telephone
6 number that will provide Settlement-related information to Settlement Class
7 Members.

8 d. Beginning not later than seven (7) days after the entry of the
9 Preliminary Approval Order, and subject to the requirements of the Preliminary
10 Approval Order, the Settlement Agreement, and the Affidavit of the Notice
11 Administrator, the Notice Administrator shall commence sending the Class Notice
12 by U.S. mail to each reasonably identifiable potential Settlement Class Member’s
13 last known address, reasonably obtainable from Defendants, which addresses shall
14 be provided to the Notice Administrator by Defendants, no later than one (1)
15 business day after the day of entry of the Preliminary Approval Order, subject to
16 the existence of such information. The Notice Administrator shall: (a) re-mail any
17 Class Notices returned by the U.S. Postal Service with a forwarding address that
18 are received by the Notice Administrator within ten (10) days of receipt of the
19 returned Class Notices that contain a forwarding address, and (b) by itself or using
20 one or more address research firms, as soon as practicable following receipt of any
21 returned Class Notices that do not include a forwarding address, research any such
22 returned mail for better addresses and promptly mail copies of the Class Notices to
23 the addresses so found.

24 e. During the Claim Period, the Notice Administrator shall also
25 publish the Summary Settlement Notice as described in the Affidavit of the Notice
26

1 Administrator and in such additional newspapers, magazines, and/or other media
2 outlets as shall be agreed upon by the Parties.

3 f. The Notice Administrator shall timely disseminate any
4 remaining notice, as stated in the Settlement Agreement and/or the Affidavit of
5 Jeffrey D. Dahl with Respect to Settlement Notice Plan.

6 g. Not later than ten (10) calendar days before the date of the
7 Fairness Hearing, the Notice Administrator shall file with the Court: (a) a list of
8 those persons who have opted out or excluded themselves from the Settlement; (b)
9 the details outlining the scope, methods, and results of the notice program; and (c)
10 compliance with the obligation to give notice to each appropriate State and Federal
11 official, as specified in 28 U.S.C. §1715, and any other applicable statute, law or
12 rule, including, but not limited to, the Due Process Clause of the United States
13 Constitution.

14 10. **Findings Concerning Notice.** The Court finds that the form, content,
15 and method of giving notice to the Settlement Class as described in Paragraph 9 of
16 this Order: (a) will constitute the best practicable notice; (b) are reasonably
17 calculated, under the circumstances, to apprise the Settlement Class Members of
18 the pendency of the Action, the terms of the Proposed Settlement, and their rights
19 under the Proposed Settlement, including but not limited to their rights to object to
20 or exclude themselves from the Proposed Settlement and other rights under the
21 terms of the Settlement Agreement; (c) are reasonable and constitute due,
22 adequate, and sufficient notice to all Settlement Class Members and other persons
23 entitled to receive notice; and (d) meet all applicable requirements of law,
24 including but not limited to 28 U.S.C. §1715, Rule 23(c) and (e), and the Due
25 Process Clause(s) of the United States Constitution. The Court further finds that
26 all of the notices are written in simple terminology, are readily understandable by

1 Settlement Class Members, and are materially consistent with the Federal Judicial
2 Center's illustrative class action notices.

3 11. **Exclusion from Settlement Class.** Any Settlement Class Member
4 who wishes to be excluded from the Class may elect to opt out of the Settlement,
5 relinquishing his or her rights to monetary compensation under this Agreement.
6 Settlement Class Members who opt out of the Settlement will not release their
7 claims for damages that accrued during the Class Period. A Settlement Class
8 Member wishing to opt out of the Settlement must send to the Class Action
9 Settlement Administrator by U.S. mail a personally signed letter including his or
10 her name and address and provide a clear statement communicating that he or she
11 elects to be excluded from the Settlement Class. Any request for exclusion or opt-
12 out must be postmarked on or before the opt-out deadline specified in this
13 Preliminary Approval Order. The date of the postmark on the return-mailing
14 envelope shall be the exclusive means used to determine whether a request for
15 exclusion has been timely submitted. The Class Action Settlement Administrator
16 shall forward copies of any written requests for exclusion to Class Counsel and
17 Defendants' Counsel. The Class Action Settlement Administrator shall file a list
18 reflecting all requests for exclusion with the Court no later than ten (10) calendar
19 days before the Fairness Hearing. Any Settlement Class Member who does not file
20 a timely written request for exclusion shall be bound by all subsequent
21 proceedings, orders, and judgments, including, but not limited to, the release in the
22 Settlement Agreement, even if he or she has litigation pending or subsequently
23 initiates litigation against Defendants or others relating to the claims and
24 transactions released in this Action.

25 12. **Objections and Appearances.** Any Settlement Class Member or
26 counsel hired at any Settlement Class Member's own expense who complies with

1 the requirements of this paragraph may object to any aspect of the Proposed
2 Settlement. Settlement Class Members may object either on their own or through
3 an attorney retained at their own expense. Any Settlement Class Member filing an
4 objection may be required to sit for deposition regarding the objection. Any
5 Settlement Class Member who fails to comply with the provisions of this
6 Paragraph 12 shall waive and forfeit any and all rights he or she may have to
7 object, and shall be bound by all terms of the Settlement Agreement, this Order,
8 and all proceedings, orders, and judgments, including, but not limited to, the
9 release in the Settlement Agreement in the Action.

10 a. Any Settlement Class Member who has not filed a timely
11 written request for exclusion and who wishes to object to the fairness,
12 reasonableness, or adequacy of the Settlement Agreement, the proposed
13 Settlement, the award of Attorneys' Fees and Expenses, or the Incentive Award to
14 Plaintiff, must (i) file the objection with the Court, no later than [30 days before the
15 Fairness Hearing] _____, or as the Court may otherwise direct; and
16 (ii) deliver a copy of the objection to the Class Counsel and Defendants' Counsel
17 and to the Settlement Administrator identified in the Class Notice.

18 b. The written objection must include: (i) a full name and current
19 address and contain a caption or title that identifies it as "Objection to Class
20 Settlement in *Aguiar v. Merisant Company*, Civil Action No. 14-cv-00670-RGK-
21 AGR; (ii) the date and location of the Settlement Class Member's purchase(s) of
22 Pure Via Consumer Products; (iii) a written statement of objections, as well as the
23 specific reason(s), if any, for each objection, including any legal and factual
24 support the Settlement Class Member wishes to bring to the Court's attention; (iv)
25 documents sufficient to establish the basis for the objector's standing as a
26 Settlement Class Member, such as (1) a declaration signed by the objector under

1 penalty of perjury, with language similar to that included in the Claim Form
2 attached as Exhibit A to the Settlement Agreement, that the Settlement Class
3 Member purchased at least one Pure Via product during the Class Period of
4 January 1, 2008 to the date of Preliminary Approval, or (2) receipt(s) reflecting
5 such purchase(s); and (v) a signature under penalty of perjury.

6 c. Any Settlement Class Member, including Settlement Class
7 Members who file and serve a written objection, as described above, may appear at
8 the Fairness Hearing, either in person or through personal counsel hired at the
9 Settlement Class Member's expense, to object to or comment on the fairness,
10 reasonableness, or adequacy of the Settlement Agreement or proposed Settlement,
11 or to the award of Attorneys' Fees and Expenses or the Incentive Award to the
12 Plaintiff. Settlement Class Members who intend to make an appearance at the
13 Fairness Hearing must file a Notice of Intention to Appear with the Court, listing
14 the name, address and phone number of the attorney, if any, who will appear, no
15 later than [15 days before the Fairness Hearing] _____, or as the
16 Court may otherwise direct.

17 d. Class Counsel and Defendants shall have the right to respond to any
18 objection no later [than seven (7) days prior to the Fairness Hearing]
19 _____, or as the Court may otherwise direct. A Party so responding shall
20 file a copy of the response with the Court, and shall serve a copy, by regular mail,
21 hand, or overnight delivery, to the objecting Settlement Class Member or to the
22 individually-hired attorney for the objecting Settlement Class Member; to all Class
23 Counsel; and to Defendants' Counsel.

24 13. **Disclosures.** The Settlement Administrator, Defendants' Counsel,
25 and Class Counsel shall promptly furnish to each other copies of any and all
26 objections or written requests for exclusion that might come into their possession.

1 14. **Failure to Submit Claim Form.** Unless the Settlement Class
2 Member opts out pursuant to Paragraph 11 above, any Settlement Class Member
3 who fails to submit a timely and valid Claim Form may be, if the Settlement is
4 finally approved, forever barred from receiving any payment pursuant to this
5 Settlement, and will in all other respects be bound by all of the terms of the
6 Settlement Agreement and the terms of the Order and Final Judgment to be entered
7 in the Action. Based on the Release contained in the Settlement Agreement, any
8 Settlement Class Member who does not opt out will be barred from bringing any
9 action in any forum (state or federal) against any of the Released Parties
10 concerning any of the matters subject to the Release.

11 15. **Termination of Settlement.** This Order shall become null and void
12 and shall not prejudice the rights of the Parties, all of whom shall be restored to
13 their respective positions existing immediately before this Court entered this Order,
14 if: (a) the Settlement is not finally approved by the Court, or does not become final,
15 pursuant to the terms of the Settlement Agreement; (b) the Settlement is terminated
16 in accordance with the Settlement Agreement; or (c) the Settlement does not
17 become effective as required by the terms of the Settlement Agreement for any
18 other reason. In such event, the Settlement and Settlement Agreement shall
19 become null and void and be of no further force and effect, and neither the
20 Settlement Agreement nor the Court's orders, including this Order, relating to the
21 Settlement shall be used or referred to for any purpose.

22 16. **Nationwide Stay and Preliminary Injunction.** Effective
23 immediately, any actions or proceedings pending in any state or federal court in the
24 United States involving Pure Via Consumer Products, except any matters
25 necessary to implement, advance, or further approval of the Settlement Agreement

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1 or settlement process, are stayed pending the final Fairness Hearing and the
2 issuance of a final order and judgment in this Action.

3 In addition, pending the final Fairness Hearing and the issuance of a final
4 order and judgment in this Action, all members of the Settlement Class and their
5 legally authorized representatives are hereby preliminarily enjoined from filing,
6 commencing, prosecuting, maintaining, intervening in, participating in (as class
7 members or otherwise), or receiving any benefits from any other lawsuit,
8 arbitration, or administrative, regulatory, or other proceeding or order in any
9 jurisdiction arising out of or relating to Pure Via Consumer Products or the facts
10 and circumstances at issue in the Action.

11 Also, pending the final Fairness Hearing and issuance of a final order and
12 judgment in this Action, all members of the Settlement Class and their legally
13 authorized representatives are hereby preliminarily enjoined from filing,
14 commencing, prosecuting, or maintaining any other lawsuit as a class action
15 (including by seeking to amend a pending complaint to include class allegations, or
16 by seeking class certification in a pending action in any jurisdiction), on behalf of
17 members of the Settlement Class, if such other class action is based on or relates to
18 Pure Via Consumer Products.

19 Under the All Writs Act, the Court finds that issuance of this nationwide
20 stay and injunction is necessary and appropriate in aid of the Court's jurisdiction
21 over this action. The Court finds no bond is necessary for issuance of this
22 injunction.

23 17. **Effect of Settlement Agreement and Order.** Class Counsel, on
24 behalf of the Settlement Class, and Defendants entered into the Settlement
25 Agreement solely for the purpose of compromising and settling disputed claims.
26 This Order shall be of no force or effect if the Settlement does not become final

1 and shall not be construed or used as an admission, concession, or declaration by
2 or against Defendants of any fault, wrongdoing, breach, or liability. The
3 Settlement Agreement, the documents relating to the Settlement Agreement, and
4 this Order are not, and should not in any event be (a) construed, deemed, offered or
5 received as evidence of a presumption, concession, or admission on the part of
6 Plaintiff, Defendants, any member of the Settlement Class, or any other person; or
7 (b) offered or received as evidence of a presumption, concession, or admission by
8 any person of any liability, fault, or wrongdoing, or that the claims in the Action
9 lack merit or that the relief requested is inappropriate, improper, or unavailable for
10 any purpose in any judicial or administrative proceeding, whether in law or in
11 equity.

12 18. **Retaining Jurisdiction.** This Court shall maintain continuing
13 jurisdiction over these settlement proceedings to assure the effectuation thereof for
14 the benefit of the Settlement Class.

15 19. **Continuance of Hearing.** The Court reserves the right to adjourn or
16 continue the Fairness Hearing without further written notice.

17 20. The Court sets the following schedule for the Fairness Hearing and
18 the actions which must precede it:

19 a. Plaintiff shall file her Motion for Final Approval of the Settlement
20 by no later than [44 days before Fairness Hearing]
21 _____.

22 b. Plaintiff shall file her Motion for Attorneys' Fees, Costs and
23 Expenses, and Motion for Incentive Awards by no later than [44
24 days before Fairness Hearing] _____.

25 c. Settlement Class Members must file any objections to the
26 Settlement and the Motion for Attorneys' Fees, Costs, and

- 1 Expenses, and/or the Motion for Incentive Awards by no later than
2 [30 days before Fairness Hearing] _____.
- 3 d. Settlement Class Members must exclude themselves, or opt-out,
4 from the Settlement by no later than [30 days before Fairness
5 Hearing] _____.
- 6 e. Settlement Class Members who intend to appear at the Fairness
7 Hearing must file a Notice of Intention to Appear at the Fairness
8 Hearing by no later than [15 days before Fairness Hearing]
9 _____.
- 10 f. The Notice Administrator shall file: (a) a list of those persons who
11 have opted out or excluded themselves from the Settlement; (b) the
12 details outlining the scope, methods, and results of the notice
13 program; and (c) compliance with the obligation to give notice to
14 each appropriate State and Federal official, as specified in 28
15 U.S.C. §1715, and any other applicable statute, law or rule,
16 including, but not limited to, the Due Process Clause of the United
17 States Constitution by no later than [10 days before Fairness
18 Hearing] _____.
- 19 g. Class Counsel and Defendants shall have the right to respond to
20 any objection no later than [seven (7) days prior to the Fairness
21 Hearing] _____.
- 22 h. The Fairness Hearing will take place on [100 days from date of
23 Preliminary Approval] _____ at __:__ .m. at the
24 United States District Court for the Central District of California,
25 in Courtroom ____.
- 26

1 SO ORDERED: _____

HON. R. GARY KLAUSNER
United States District Judge

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4 Submitted by:

5 s/ Amanda F. Lawrence

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