

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 14-CIV-80764-BLOOM**

LUKASZ MONKA as an individual, and on  
behalf of all others similarly situated,

Plaintiff,

v.

JAG SPECIALTY FOODS, LLC, a New  
York limited liability company,

Defendant.

---

**CONSENT FINAL JUDGMENT OF PERMANENT INJUNCTION**

This matter is before the Court on the Joint Motion for Entry of Consent Final Judgment, ECF No. [28] (the “Joint Motion”), filed by Plaintiff Lukasz Monka (“Plaintiff” or “Monka”) and Defendant JAG Specialty Foods, LLC (“Defendant” or “JAG”, together with Plaintiff, the “Parties”). The Court has reviewed the Motion and the record in this case. The Court has been advised that the parties have reached a private party settlement of this action (the Parties’ “Confidential Settlement Agreement”). Based on the foregoing, Court finds that:

- A. There is no pending motion to certify class pursuant to Fed. R. Civ. P. 23 and no class has been certified in this action;
- B. Pursuant to the Parties’ settlement, Defendant consents to the entry of permanent injunctive relief inuring to the benefit of the individual named Plaintiff; and
- C. The Parties negotiated in good faith and reached an arm’s-length compromise of the claims alleged in Plaintiff’s Class Action Complaint, ECF No. [1].

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1. Defendant is hereby permanently enjoined as follows:<sup>1</sup>

JAG represents that it fully ceased production of the “All Natural” packaging as of February 2013, and denies that the packaging was misleading or was otherwise in violation of any state or federal law or regulation. Notwithstanding JAG’s representation and denial, to the extent that the packaging for the entire breadstick line has not already removed the “All Natural” language from the packaging, on or before sixty (60) calendar days after this Agreement’s effective date, JAG agrees to no longer market, advertise, or label the Products identified in Monka Complaint as “all natural,” and to no longer sell to distributors or retailers any of the Products if the packaging for the Products bears the label “all natural.” However, this stipulated injunctive relief does not prevent JAG from resuming distribution of the Product’s containing the “all natural” statement in the future should the statement, in JAG’s opinion become true, accurate, and not misleading, in that they no longer contain unnatural, artificial, and synthetic ingredients, including those derived from GMO’s. If JAG chooses to resume distribution of the Products containing the “all natural” language 60 days after the execution of this agreement, JAG shall provide Monka’s Counsel with copies of any scientific evidence, documentation and/or third party verification it is relying upon at that time showing that the Product does not the contested ingredients. This injunction does not require JAG to control or attempt to control what third parties do with marketing, advertising, or packaging materials, and does not require JAG to recall packaging with the “All Natural” language placed in the chain of commerce in 2012 and 2013.

2. All remaining claims in the Class Action Complaint, and all claims that could have been asserted therein, are hereby **DISMISSED WITH PREJUDICE**.

3. The Parties shall each bear their own attorneys’ fees and costs.

4. The Court reserves jurisdiction to enforce the Parties’ Confidential Settlement Agreement dated February 2, 2015.

**DONE AND ORDERED** in Chambers at Fort Lauderdale, Florida this 6th day of February, 2015.



---

**BETH BLOOM**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record

---

<sup>1</sup> Capitalized and specialized terms used in this Order have the meanings ascribed to them in the Parties’ Confidential Settlement Agreement.