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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

SEP 22 2016

Sherri R. Carter, Executive Officer/Clerk  
By *[Signature]*, Deputy  
Kelly Jameson

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

RECEIVED  
Central Civil West  
SEP 19 2016  
By: I. Arellanes

14 LARRY TRAN, on behalf of himself and all )  
others similarly situated, )  
15 Plaintiff, )  
16 v. )  
17 GOOD KARMA FOOD TECHNOLOGIES, )  
18 INC., GOOD KARMA FOODS, INC., and )  
DOES 1 through 10, inclusive, )  
19 Defendants. )

Case No. BC561218

~~[REVISED PROPOSED]~~ ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, AND AWARDED  
ATTORNEY'S FEES AND COSTS TO  
CLASS COUNSEL AND INCENTIVE  
AWARD TO THE CLASS  
REPRESENTATIVE

HEARING  
Date: September 13, 2016  
Time: 8:30 a.m.  
Dept.: 323  
Judge: Hon. Elihu M. Berle

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1 In connection with the Motion For Preliminary Approval Of Class Action Settlement, the  
2 Court received the Stipulation Of Settlement (hereinafter sometimes referred to as "Settlement  
3 Agreement") entered into between plaintiff Larry Tran ("Tran" or "Plaintiff"), on the one hand,  
4 and defendant Good Karma Foods, Inc. ("GKF"), on the other hand, and their counsel of record.

5 In connection with the Motion For Preliminary Approval Of Class Action Settlement, the  
6 Court also received other documents, including the Parties' Amendment To Stipulation Of  
7 Settlement ("Amendment") and Further Amendment To Stipulation Of Settlement ("Further  
8 Amendment")<sup>1</sup>

9 On March 15, 2016, the Court granted preliminary approval of the Settlement.

10 On June 24, 2016, Plaintiff filed a Motion For Final Approval Of Class Action Settlement,  
11 And For Award Of Attorney's Fees And Costs To Class Counsel And Incentive Award To The  
12 Class Representative ("Motion").

13 The Court held a fairness (final approval) hearing on August 25, 2016 and a further hearing  
14 on September 13, 2016.

15 Having duly considered all submissions and arguments presented, IT IS HEREBY  
16 ORDERED AND ADJUDGED AS FOLLOWS:<sup>2</sup>

17 1. The Court hereby grants final approval of the proposed Settlement upon the terms  
18 and conditions set forth in the Settlement Agreement. The Court finds that the terms of the  
19 proposed Settlement (as modified by the Amendments and this Court's preliminary approval  
20 Order) are fair, adequate and reasonable and comply with California Code of Civil Procedure §  
21 382 and California Rules of Court Rule 3.769.

22 2. The Court orders that the following Class is certified for settlement purposes only:

23 All Persons who made an in-person purchase in the State of California, or an  
24 internet or phone purchase for delivery to a California address, of any of the  
25 Products during the Settlement Class Period.

27 <sup>1</sup> The Amendment and Further Amendment are collectively referred to as the "Amendments."

28 <sup>2</sup> Capitalized terms in this Order shall have the same meanings as in the Settlement Agreement,  
unless indicated otherwise.

1  
2 Excluded from the Class are: (a) Defendant's employees, officers and directors; (b)  
3 Class Counsel and its employees, officers and directors; (c) Defendant's Counsel  
4 and its partners, employees, officers and directors; (d) Persons who purchased the  
5 Products for the intended or actual use of distribution, re-sale or donation; and (e)  
6 the Court, the Court's immediate family, and Court staff.

7  
8 "Products" means: Good Karma brand "Classic" flaxmilk in Original, Vanilla and  
9 Unsweetened flavors, in the Half Gallon (1.89 L) size; Good Karma brand "Protein  
10 Plus" flaxmilk in Unsweetened Original and Unsweetened Vanilla flavors, in the  
11 Half Gallon (1.89 L) size; and Good Karma brand "Flax Delight" flaxmilk in  
12 Original, Vanilla and Unsweetened Original flavors, in the 1.89 L or 946 mL size.

13  
14 "Settlement Class Period" means the period from October 20, 2010, up to and  
15 including May 30, 2015.

16 3. The Court finds that, for purposes of the Settlement, the above-defined Class meets  
17 all of the requirements for class certification. The Court further finds that, for purposes of the  
18 Settlement, the requirements of California Code of Civil Procedure § 382 and California Rules of  
19 Court Rule 3.769 are satisfied and that (a) the Class is ascertainable, (b) the members of the Class  
20 are so numerous that joinder is impracticable, (c) there are questions of law and fact common to  
21 the Class members which predominate over any individual questions, (d) the representative  
22 Plaintiff's claims are typical of the claims of the Class members, (e) the Class Representative and  
23 Class Counsel have fairly, adequately, reasonably and competently represented and protected the  
24 interests of the Class throughout the litigation, and (f) a class action is superior to other available  
25 methods for the fair and efficient adjudication of the controversy.

26 4. The Court appoints plaintiff Larry Tran as the Class Representative for the Class.

27 5. The Court appoints attorney Chant Yedalian of Chant & Company A Professional  
28 Law Corporation as Class Counsel for the Class.

1           6.       The Court appoints Dahl Administration as the Settlement Administrator to  
2 administer the Settlement.

3           7.       The Court finds that the Settlement is the product of serious, informed, non-  
4 collusive negotiations conducted at arm's-length by the Parties and with the assistance of Judge  
5 Abraham Khan. In making these findings, the Court considered, among other factors, the  
6 potential money amounts claimed in the lawsuit on behalf of Plaintiff and members of the Class,  
7 Defendant's potential liability, the risks of continued litigation including trial outcome, delay and  
8 potential appeals, the substantial benefits available to the Class as a result of the Settlement, and  
9 the fact that the proposed Settlement represents a compromise of the Parties' respective positions  
10 rather than the result of a finding of liability at trial. The Court further finds that the terms of the  
11 Settlement (as modified by the Amendments and this Court's preliminary approval Order) have no  
12 obvious deficiencies and do not improperly grant preferential treatment to any individual member  
13 of the Class.

14           8.       The Court finds that the notice that has been provided to Class members, as well as  
15 the means by which it was provided, all of which the Court previously approved, constitutes the  
16 best notice practicable under the circumstances and is in full compliance with the United States  
17 Constitution, the California Constitution, California Rules of Court, and the requirements of due  
18 process. The Court further finds that the notice (as modified by the Amendments and this Court's  
19 preliminary approval Order) fully and accurately informed Class members of all material elements  
20 of the lawsuit and proposed class action Settlement, of each member's right to be excluded from  
21 the Settlement, and each member's right and opportunity to object to the proposed class action  
22 Settlement and be heard at the fairness (final approval) hearing.

23           9.       The Court finds that the manner and content of the notice of Settlement has been  
24 complied with in conformity with this Court's previous Orders.

25           10.      The Court finds that one (1) Class member has timely requested exclusion from the  
26 Settlement. That Class member who timely requested exclusion is Michelle Harmon.

27           11.      The Court finds that zero (0) Class members have timely objected to the  
28 Settlement.

1           12.     The Court finds that zero (0) Class members have timely requested to appear or be  
2 heard at the final approval hearing.

3           13.     All Class members who did not timely exclude themselves from the Settlement are  
4 bound by the Settlement Agreement (including the release contained in paragraph 14 of the  
5 Settlement Agreement) as amended by the Amendments and this Court's preliminary approval  
6 Order.

7           14.     The Court hereby directs the Parties and the Settlement Administrator to effectuate  
8 all terms of the Settlement Agreement as modified by the Amendments and this Court's  
9 preliminary approval Order.

10          15.     The Court finds that \$116,666.66 in attorney's fees to Class Counsel is reasonable  
11 under both the percentage of the total settlement benefits approach and, alternatively, based upon  
12 Class Counsel's lodestar. The Court finds that the \$550 hourly rate of Class Counsel Chant  
13 Yedalian is reasonable based upon his qualifications, skills and experience.

14          16.     The Court hereby awards to Class Counsel attorney's fees of \$116,666.66, to be  
15 paid from the Settlement Fund as set forth in the Settlement Agreement.

16          17.     The Court hereby awards to Class Counsel reasonable costs of \$1,982.47, to be  
17 paid from the Settlement Fund as set forth in the Settlement Agreement.

18          18.     The Court hereby awards \$5,000 to the Class Representative, Larry Tran, as an  
19 incentive (service) award to compensate him for his service as the representative of the Class.  
20 This incentive award is to be paid from the Settlement Fund as set forth in the Settlement  
21 Agreement.

22          19.     Any and all residual funds (including those remaining in the Net Settlement Fund  
23 after payment of all Eligible Claims, and those remaining due to un-cashed, un-negotiated or  
24 otherwise un-claimed checks) shall be distributed as a *cy pres* distribution, in equal shares, to The  
25 Grain Project and HoneyLove.

26          20.     Each of the Parties is to bear its own fees and costs except as expressly provided in  
27 the Settlement Agreement or in this Order and Judgment.

28

1           21. Pursuant to California Rules of Court Rule 3.769(h) the Court hereby enters this  
2 Order as a judgment, provided however, that without affecting the finality of the Settlement or  
3 Judgment entered herein, the Court shall retain continuing jurisdiction to interpret, implement and  
4 enforce the Settlement, and all orders and Judgment entered in connection therewith.

5           22. Class Counsel shall post this Order and Judgment on the Settlement website for a  
6 period of at least 30 days. This posting shall provide the requisite notice of the Judgment to the  
7 Class and satisfy the requirements of California Rules of Court Rule 3.771(b).

8           23. The Court sets an OSC for March 21, 2017 at 8:30 a.m. regarding compliance with  
9 the terms of the Settlement. The Settlement Administrator shall provide a declaration regarding  
10 compliance with the terms of the Settlement which shall be filed by no later than March 14, 2017.

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IT IS SO ORDERED.

SEP 22 2016

Dated: \_\_\_\_\_

**ELIHU M. BERLE**

By: \_\_\_\_\_  
Hon. Elihu M. Berle  
Superior Court Judge