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F I L E D
Clerk of the Superior Court
JUN 14 2018
By: A. TAYLOR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

MARCY KRINSK (dismissed), MAYAN MOONEY and CHAYLA CLAY, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

MONSTER BEVERAGE CORPORATION, a Delaware corporation; MONSTER ENERGY COMPANY, a Delaware corporation, and DOES 1 through 50, inclusive,

Defendant.

Case No. 37-2014-00020192-CU-BT-CTL

CLASS ACTION

[PROPOSED] ORDER (1) GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, (2) APPROVING NOTICE PLAN, AND (3) SETTING FINAL APPROVAL HEARING

Date: June 8, 2018
Time: 9:00 a.m.
Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Complaint Filed: June 19, 2014

Before the Court is the Unopposed Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Mayan Mooney and Chayla Clay (“Plaintiffs”), individually and on behalf of the Settlement Class Members,¹ by and through their attorneys of record, Finkelstein & Krinsk LLP and Gomez Trial Attorneys, and Defendants Monster Beverage Corporation and Monster Energy Company (“Defendants”), by and through their attorneys of record, Shook Hardy & Bacon L.L.P., request that the Court enter an order:

¹ The capitalized terms used in this Preliminary Approval Order shall have the meanings and/or definitions given to them in the Settlement Agreement, or if not defined therein, the meanings and/or definitions given to them in this Preliminary Approval Order.

- 1 (1) preliminarily approving the Agreement, and finding that it is fair, reasonable, adequate, and
2 the product of investigation, litigation and arm's-length negotiation;
- 3 (2) appointing CPT Group as the Settlement Administrator selected and agreed to by the
4 Defendants;
- 5 (3) approving the claims, opt-out procedures, and objection procedures provided for in the
6 Agreement;
- 7 (4) setting a Fairness Hearing on September 14, 2018, at 9:00 a.m. in Department 73 of the
8 Superior Court of the State of California, County of San Diego, Central Division.

9 Having reviewed and considered the Agreement and the Unopposed Motion for Preliminary
10 Approval of the Class Action Settlement, and having heard and considered the oral arguments of
11 counsel, the Court makes the findings and grants the relief set forth below, preliminarily approving the
12 Settlement contained in the Agreement upon the terms and conditions set forth in this Order. All terms
13 and phrases in this Order shall have the same meaning as they are defined in the Agreement.

14 NOW, THEREFORE, IT IS HEREBY ORDERED:

15 1. The Court preliminarily approves the settlement terms set forth in the Agreement as
16 fair, reasonable, and adequate, and the product of investigation, litigation, and arm's-length
17 negotiation, subject to final consideration at the Fairness Hearing provided for below.

18 2. CPT Group ("CPT"), the Settlement Administrator selected and agreed to by the
19 Defendants, is appointed as the Settlement Administrator.

20 3. The Notice of Settlement, attached to the Agreement as Exhibit A, shall be
21 implemented by CPT. CPT shall send out the Notice of Settlement to the Class Members, in the
22 manner and form approved by this Court, no later than thirty (30) days after the Court enters the
23 Preliminary Approval Order.

24 4. Prior to the Fairness Hearing (defined herein), Class Counsel and Defendants shall
25 cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with
26 the Notice Plan that will be submitted to the Court.

1 5. A hearing (the “Fairness Hearing”) shall be held before this Court on September 14,
2 2018, at 9:00 a.m., in department 73 of the Superior Court of California, County of San Diego, to
3 determine:

- 4 a. whether the terms set forth in the Agreement are fair, reasonable, adequate, and in
5 the best interests of the Settlement Class;
- 6 b. whether a Final Order and Judgment, as provided for in the Agreement, should be
7 entered granting final approval of the settlement; and
- 8 c. whether, and in what amount, attorneys’ fees, costs and expenses, and Class
9 Representative incentive awards, should be paid to an account established and/or
10 directed by Class Counsel for distribution.

11 The Court may adjourn and/or continue the Fairness Hearing without further notice to the Class
12 Members.

13 6. Each Person desiring to exclude themselves from the settlement shall timely submit, via
14 U.S. Mail, written notice of such intent to the designated address. The written notice must clearly
15 manifest the intent to be excluded from the settlement, and must be signed by the Settlement Class
16 Member, or the Settlement Class Member’s parent or guardian (if the Settlement Class Member is a
17 minor). Signature by an authorized representative of the Settlement Class Members is also acceptable
18 is proper and adequate documentation of the authorization accompanies the opt-out. To be effective,
19 written notice must be postmarked by the Settlement Opt-Out Deadline, which shall run for no more
20 than 120 days after the entry of the Preliminary Approval Order.

21 7. All Settlement Class Members who do not request to be excluded from the settlement
22 shall be bound by the terms of the Agreement, the Final Order and Judgment entered thereon, and all
23 Orders entered by the Court in connection with the settlement terms set forth in the Agreement. All
24 Persons who submit valid and timely notices of their intent to be excluded from the settlement shall
25 neither receive any benefits, nor be bound by the terms of the Agreement.

26 8. Class Members who wish to submit a Claim for any benefit under the Agreement, as to
27 which a Claim is required, shall do so in accordance with the requirements and procedures set forth in
28 the Agreement. All Class Members who qualify for any benefit under the Agreement as to which a

1 Claim is required, but fail to submit a Claim therefor in accordance with the requirements and
2 procedures of the Agreement, shall be forever barred from receiving any such benefit, but will in all
3 other respects be subject to and bound by the provisions of the Agreement, the releases contained
4 therein, and the Final Order and Judgment.

5 9. Each Class Member desiring to object to the settlement shall submit a timely written
6 statement by first-class United States Mail, postage paid, to the Settlement Administrator that describes
7 the Class Member's objection in specific terms and the reasons for any such objection, including any
8 evidence and legal authority the Class Member wishes to bring to the Court's attention and any
9 evidence the Class Member wishes to introduce in support of his or her objection, as well as the Class
10 Member's name, email and postal addresses, and telephone number, and information demonstrating
11 that the Class Member is entitled to be included as a Member of the Class. To be timely, written notice
12 of an objection in the format above must be mailed to the Settlement Administrator thirty (30) days
13 before the date of the Fairness Hearing.

14 10. All discovery and pretrial proceedings in this Action are stayed and suspended until
15 further order of this Court.

16 11. Pending the final determination of the fairness, reasonableness, and adequacy of the
17 terms set forth in the Agreement, no Class Member, either directly, representatively, or in any other
18 capacity, shall institute, commence, or prosecute any of the Released Claims in any action or
19 proceeding in any court or tribunal.

20 12. Neither the Agreement, nor the terms contained therein, nor any act performed or
21 document executed pursuant to or in furtherance of the Agreement or the settlement: (a) is or may be
22 deemed to be, or any be used as an admission of, or evidence of, the validity or lack thereof of any
23 Released Claim, or of any wrongdoing or liability of Defendants; or (b) is or may be deemed to be, or
24 may be used as an admission of, or evidence of, any fault or omission of Defendants, in any civil,
25 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

26 13. In the event the Court does not grant final approval of the Agreement, or the Agreement
27 is terminated in accordance with its terms, the Settling Parties shall be restored to their respective
28 positions in the Action, except that all scheduled litigation deadlines shall be reasonable extended so as

1 to avoid prejudice to any Settling Party or litigant. In such event, the terms and provisions of the
2 Agreement shall have no further force and effect with respect to the Settling Parties, and shall not be
3 used in the Action or in any other proceeding for any purpose, and any judgment or order entered by
4 the Court in accordance with the terms of the Agreement shall be treated as vacated, nunc pro tunc.

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6 **IT IS SO ORDERED.**

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8 Dated: JUN 14 2018

JOEL R. WOHLFEIL

Honorable Joel R. Wohlfeil
Superior Court Judge

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