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12 *on behalf of himself and others similarly situated*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 LARRY TRAN, ROBERTO MORAN, and
16 OSIE MARSHALL, on behalf of themselves
and all others similarly situated,

17 Plaintiffs,

18 v.

19 GOOD HEALTH NATURAL PRODUCTS,
20 INC., a Delaware corporation,

21 Defendant.

Case Nos. BC561427; BC588986 (related)

*Assigned for all purposes to the
Hon. Daniel J. Buckley, Dept. 1*

CLASS ACTION

**~~[PROPOSED]~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, AND AWARDED
ATTORNEYS' FEES AND COSTS TO
CLASS COUNSEL AND INCENTIVE
AWARD TO THE CLASS
REPRESENTATIVES**

Hearing Date: January 14, 2020
Time: 9:00 a.m.
Dept.: 1

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26 This matter having been brought before the Court on the motion of LARRY TRAN,
27 ROBERTO MORAN, and OSIE MARSHALL (collectively, "Plaintiffs" or "Named Plaintiffs"),
28 through their attorneys, pursuant to California Rule of Court 3.769 and other applicable rules and

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Superior Court of California
County of Los Angeles

JAN 14 2020

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

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1 laws, to request an order and judgment granting final approval of a class action settlement and
2 awarding fees and costs to Class Counsel and incentive award to the Class Representatives (the
3 “Judgment”); the Court having reviewed the Plaintiffs’ submissions, having held a hearing on
4 January 14, 2020, and having found that Plaintiffs are entitled to the relief they seek in this motion,
5 and for good cause shown:

6 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs’ motion is GRANTED, and it
7 is further ORDERED AND ADJUDGED as follows:

8 1. The proposed Amended Stipulation of Class Action Settlement (the “Agreement”) is
9 approved. The Court hereby grants final approval of the Agreement upon the terms and conditions
10 set forth in the Agreement. The Court finds that the terms of the Agreement are fair, adequate and
11 reasonable and comply with California Code of Civil Procedure § 382, California Civil Code Section
12 1781, and California Rules of Court Rule 3.769.

13 2. The Agreement, including the definitions contained therein, is incorporated by
14 reference into, and is a part of, this Judgment. All capitalized terms used herein shall have the same
15 meanings as set forth in the Agreement unless set forth differently herein.

16 3. Based upon the submissions to the Court and attachments and exhibits thereto, the
17 Court makes the following additional findings for settlement purposes only:

18 a. The members of the Settlement Class are so numerous as to make joinder
19 impracticable;

20 b. There are questions of law and fact common to the Settlement Class, and such
21 questions predominate over any questions affecting only individual Settlement Class Members;

22 c. The Named Plaintiffs’ claims and the defenses thereto are typical of the claims of the
23 Settlement Class Members and the defenses thereto;

24 d. The Named Plaintiffs and Class Counsel can protect and have fairly and adequately
25 protected the interests of the Settlement Class Members; and

26 e. A class action is superior to all other available methods for fairly and efficiently
27 resolving the matter and provides substantial benefits to the Settlement Class Members.

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4. Accordingly, solely for purposes of this Settlement, the Court approves the Named Plaintiffs as representatives of the Settlement Class, and certifies a Settlement Class defined as follows:

All persons who, for personal or household use, purchased the Products¹ in the United States from September 6, 2010 through and including the date of the Preliminary Approval Order March 7, 2019. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Good Health® and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (e) the judge(s) to whom the Good Health® Actions are assigned, and any members of their immediate families.

5. This matter is certified as a class action solely for settlement purposes only under California Code of Civil Procedure Section 382, California Civil Code Section 1781, and California Rules of Court, Chapter 6, Rules 3.767 *et seq.*, and/or other laws as applicable.

6. The Court appoints CounselOne, P.C. and Chant & Company A Professional Law Corporation as Class Counsel.

7. The Court hereby approves the appointment of Atticus Administration, LLC as the Claims Administrator for purposes of administering the terms of the Settlement as set forth in the Agreement.

8. The Court finds that the manner of dissemination and content of the Long-Form/Publication Class Notice as specified in detail in the Agreement and this Court's March 7,

¹ Product(s) means any and all products Labeled, manufactured, processed, distributed, marketed, advertised, promoted, or sold by Good Health®: (1) containing the words or phrases "Good Health," "Good Health®," "natural," "all natural," "100% natural," "healthy," "wholesome," "nutritious," "whole wheat," "% Less Fat," (2) containing any other derivation of the words or phrases set forth in this paragraph; (3) containing any words or phrases to convey the same or similar meanings as those set forth in this paragraph; (4) containing "We guarantee to use only natural, wholesome and nutritious ingredients in each and every Good Health Natural Foods products", including, without limitation, all flavors, varieties and sizes of the products identified as Apple Chips, Humbles Baked Hummus Chips, Bistro Chips, Eat Your Vegetables, Enjoy Being Good Potato Chips, Enjoy Being Good Veggie Snacks (Chips and Straws), Harmonies Multigrain Chips, Multigrain Chips, Popcorn, Popped Crisps, Potato Chips, Pretzels (including Peanut Butter, Gluten-Free, Organic Whole Wheat Sprouted, and Veggie), Solea Polenta Chips, Sweet Potato Chips, Tortilla Chips, Vegetable (Veggie) Chips, Vegetable (Veggie) Rings, Vegetable (Veggie) Stix, and Vegetable (Veggie) Straws.

1 2019 preliminary approval order (i) is the best notice practicable under the circumstances; (ii) is
2 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
3 pendency of the lawsuits and of their right to object to or to exclude themselves from the proposed
4 Settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons
5 entitled to receive notice; and (iv) is in full compliance with the United States Constitution, the
6 California Constitution, California Rules of Court, and the requirements of due process. The Court
7 further finds that the manner and content of the notice of settlement has been complied with in
8 conformity with this Court's previous orders.

9 9. The Court finds that zero Settlement Class members have timely requested exclusion
10 from the Settlement.

11 10. The Court finds that zero Settlement Class members have timely objected to the
12 Settlement.

13 11. The Court finds that zero Settlement Class members have timely requested to appear
14 or be heard at the final approval hearing.

15 12. All Settlement Class members who did not timely exclude themselves from the
16 Settlement are bound by the Agreement, including the release contained in the Agreement.

17 13. The Court hereby directs the Parties and the Claims Administrator to effectuate all
18 terms of the Agreement.

19 14. The Court finds that Class Counsel's respective hourly rates (\$650 hourly rate of
20 Anthony Orshansky, \$650 hourly rate of Chant Yedalian, \$565 hourly rate of Alexandria
21 Kachadoorian, and \$535 hourly of Justin Kachadoorian) are reasonable based upon their respective
22 qualifications, skills and experience.

23 15. The Court hereby awards to Counsel One, P.C. and Chant & Company A Professional
24 Law Corporation reasonable attorneys' fees in the amount of \$333,333.33, to be paid from the
25 Settlement Fund. (Agreement § IX.A.). Pursuant to the Agreement, the attorneys' fees shall be
26 divided 50% to Counsel One, P.C. and 50% to Chant & Company A Professional Law Corporation.
27 (Agreement § IX.A.)

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1 16. The Court finds that the attorneys' fees awarded are reasonable under both the
2 percentage method and the lodestar method.

3 17. The Court also hereby awards to Counsel One, P.C. and Chant & Company A
4 Professional Law Corporation costs in the total amount of \$12,653.88. (Agreement § IX.A.) These
5 costs shall be paid from the Settlement Fund and allocated \$6,912.75 to Counsel One, P.C. and
6 \$5,741.13 to Chant & Company A Professional Law Corporation.

7 18. The Court hereby awards \$3,333.33 to each of the Class Representatives, Larry Tran,
8 Roberto Moran and Osie Marshall, to be paid from the Settlement Fund, as an incentive (service)
9 award to compensate each of them for their services as the representatives of the Settlement Class.
10 The payment of this incentive (service) award shall be made to each of the Class Representatives
11 pursuant to the terms of the Agreement.

12 19. Each of the Parties is to bear its own fees and costs except as expressly provided in
13 the Agreement or in this Judgment.

14 20. Any Residual Amount (including any and all residual funds from un-cashed checks)
15 that may result from the Settlement shall be divided equally and distributed to the non-profit
16 organizations Center for Science in the Public Interest (<https://cspinet.org/>) and HoneyLove
17 (<http://honeylove.org/>) as the *cy pres* beneficiaries of the residual funds.

18 21. All Settlement Class Members, are hereby enjoined (i) from filing, commencing,
19 prosecuting, intervening in or participating as plaintiff, claimant, or class member in any other
20 lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on,
21 arising out of, or concerning, any of the claims and causes of action or the facts and circumstances
22 giving rise to the Consolidated Class Action Complaint and/or the Released Claims; and (ii) from
23 filing, commencing, intervening in or prosecuting a lawsuit (other than the instant lawsuit) or
24 administrative, regulatory, arbitration or other proceeding as a class action on behalf of any
25 Settlement Class Members who have not timely excluded themselves (including by seeking to
26 amend a pending complaint to include class allegations or seeking class certification in a pending
27 action), based on, arising out of, or concerning, any of the claims and causes of action or the facts
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1 and circumstances giving rise to the Consolidated Class Action Complaint and/or the Released
2 Claims.

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

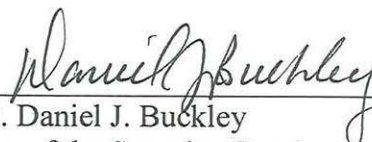
7 23. The Parties stipulate and agree to consent to the reopening and amendment of the
8 Judgment for the purpose of directing the Defendant, through the Claims Administrator, to pay or
9 cause to be paid the Residual Amount, plus any interest that has accrued thereon, to Center for
10 Science in the Public Interest and HoneyLove or to such other nonprofit organizations or foundations
11 to support projects that will benefit the class or similarly situated persons, or that promote the law
12 consistent with the objectives and purposes of the underlying cause of action, to child advocacy
13 programs, or to nonprofit organizations providing legal services to the indigent, as approved by the
14 Court.

15 24. The Claims Administrator shall post this Judgment on the Settlement website for a
16 period of at least 30 days. This posting shall provide the requisite notice of the Judgment to the
17 Settlement Class and satisfy the requirements of California Rules of Court Rule 3.771(b).

18 *25. A final ~~and~~ status and accounting report by the*
19 *Administrator shall be filed by January 15, 2020.*

20 IT IS SO ORDERED.

21 Dated: Jan 14, 2020

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Hon. Daniel J. Buckley
23 Judge of the Superior Court
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