

FILED
Superior Court of California
County of San Francisco



NOV 05 2020

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 305

PHYLLIS BRANNIN, VIRGINIA GOMEZ
and VENUS SAVAGE, Individually and On
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

GOLDEN GRAIN COMPANY and DOES 1
through 100

Defendants.

Case No. CGC-16-555084

ORDER GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

Plaintiffs Virginia Gomez and Venus Savage ("Class Representatives" or "Plaintiffs") and Defendant Golden Grain Company ("Defendant") have entered into a settlement, executed on April 30, 2020 and May 1, 2020, subject to this Court's approval.¹ The terms of the settlement, including the release of claims, are set forth in the parties' Second Amended Settlement Agreement and Release ("Settlement Agreement"), attached hereto as Exhibit 1. Plaintiffs moved for final approval of the settlement and a hearing was held on November 5, 2020. Appearances are as noted in the record.

On May 8, 2020, the Court issued an Order Granting Continued Motion for Preliminary Approval of Class Action Settlement and Approval of Class Notice. In that Order, the Court

¹ A third plaintiff, Phyllis Brannin ("Brannin"), was also appointed as a class representative. Brannin did not sign the operative settlement agreement. Class Counsel has been unable to contact Brannin since before preliminary approval was entered.

1 noted that this Court certified a Class in this action in its January 25, 2019 Order; narrowed the
2 class definition for the purposes of settlement; granted preliminary approval of the settlement;
3 appointed Heffler Group as the Settlement Administrator; ordered notice of the settlement be
4 given to the Class Members; set forth appropriate procedures and deadlines with respect to
5 responding to the notice and obtaining final approval of the settlement, and set the final approval
6 hearing. (Unless otherwise indicated, capitalized terms correspond with those set forth in the
7 Settlement Agreement.)

8 Having considered the papers filed in support of Plaintiffs' motion for final approval and
9 the oral arguments of counsel, good cause appearing, the Court finds and orders as follows:

- 10 1. The Court approves the settlement as fair, reasonable, and adequate.
- 11 2. The Court certifies, for settlement purposes only, a Class consisting of: All
12 persons or entities who purchased one of the following Near East brand products in
13 California from October 28, 2012 to May 8, 2020, excluding any purchase made for the
14 purposes of resale, as well as Golden Grain, its officers, directors, management, employees,
15 subsidiaries, and affiliates, and any judges or justices involved in this action and any
16 members of their immediate families or their staff:

17 Couscous products: Broccoli & Cheese, Mediterranean Curry, Herbed Chicken,
18 Parmesan, Roasted Garlic & Olive Oil Wheat Couscous, Toasted Pine Nut, Wild
19 Mushroom & Herb, Roasted Garlic & Olive Oil Pearled Couscous, and Basil & Herb
Pearled Couscous.

20 Rice pilaf products: Original Rice Pilaf, Brown Rice Pilaf, Lentil Rice Pilaf, Chicken
21 Rice Pilaf, Spanish Rice Pilaf, Garlic & Herb Rice Pilaf, Roasted Chicken and Garlic Rice
22 Pilaf, Original Long Grain and Wild Rice, Garlic and Herb Long Grain and Wild Rice,
Roasted Vegetable & Chicken Long Grain & Wild Rice, Sesame Ginger Rice, Toasted
Almond Rice Pilaf, and Wild Mushroom & Herb Rice Pilaf.

23 Quinoa products: Roasted Red Pepper & Basil, Rosemary & Olive Oil, Zesty Lemon and
Mediterranean Medley.

24 Whole grain and tabbouleh products: Chicken & Herbs, Brown Rice Pilaf, Roasted Pecan
25 & Garlic, Roasted Garlic & Olive Oil Wheat Couscous, and Tabbouleh Mix.

26 ("Near East Products").

- 27 3. Consistent with the order granting class certification and the order granting
28 preliminary approval, the Court finds that the applicable requirements of California Code of
Civil Procedure section 382 and California Rules of Court rule 3.769 have been satisfied for

1 the purposes of this settlement in that common questions of law and fact predominate, the
2 Class is so numerous that a class action is superior to other means for the fair and efficient
3 adjudication of the controversy, Plaintiffs' claims are typical of those of the Class, and
4 Plaintiffs have fairly and adequately represented and protected the interests of the Class.

5 4. The Court confirms the appointment of Venus Savage and Virginia Gomez as
6 class representatives. The Court removes Phyllis Brannin from her role as class
7 representative due to her failure to remain apprised of this litigation and to keep in contact
8 with Class Counsel. Ms. Brannin remains a member of the class. The Release provided in
9 the Settlement Agreement applicable to class members applies to Ms. Brannin.

10 5. The Court confirms the appointment of Robert C. Schubert, Miranda P. Kolbe,
11 and Kathryn McCauley of Schubert Jonckheer & Kolbe LLP as Class Counsel.

12 6. No Class Member has objected to the settlement.

13 7. No Class Member has requested exclusion from the Class.

14 8. The form of notice and manner of dissemination as previously approved and
15 ordered by the Court in its Order granting preliminary approval were reasonably calculated to
16 fully and accurately inform members of the Class of all material elements of the Settlement
17 and of their opportunity to object or comment thereon or to exclude themselves from the
18 Class, was the best notice practicable under the circumstances and was sufficient notice to all
19 members of the Class, and complied fully with California law and due process. The manner
20 of providing notice substantially complied with the Court's order granting preliminary
21 approval. Members of the Class have been afforded a full opportunity to participate in the
22 final approval hearing.

23 9. According to a declaration of the Settlement Administrator, 23,327 valid claims
24 valued at \$172,685 were received. This represents a claims rate of approximately 3.4%, with
25 the total number of Class Members estimated to be approximately 680,000. The Settlement
26 Administrator's Declaration states that the claims rate is commensurate with the claims rate
27 experienced in similar cases involving small dollar values. The Court finds the response rate
28 is satisfactory and, in conjunction with the absence of any objections to or requests for

1 exclusion from the Settlement, indicates that Class Members deemed the settlement to be
2 favorable and reasonable.

3 10. The Settlement Administrator shall pay the valid claims within thirty (30) days
4 of the Effective Date of the Settlement. Pursuant to the Settlement Agreement, claimants
5 shall have 120 days to cash their checks following distribution.


6 11. Defendant shall comply with paragraph 43 of the Settlement Agreement, setting
7 forth the terms and conditions of the injunctive relief portion of the settlement.

8 12. Each party is to bear their or its own costs and attorneys' fees except as
9 otherwise expressly provided in the Order Granting Plaintiffs' Motion for Attorneys' Fees
10 and Costs and Incentive Awards.

11 13. The Court sets a Compliance Hearing for May 3, 2021 at 9:30 in Department
12 305 of this Court. At least five court days prior to the hearing, Class Counsel and the
13 Settlement Administrator shall submit a summary accounting, identifying distributions made
14 as ordered herein, the number and value of any uncashed settlement checks, the status of any
15 unresolved issues, a statement of the amount of any additional charges incurred by the
16 Settlement Administrator and whether they have been paid by Defendant, and any other
17 matters appropriate to bring to the Court's attention.

18 IT IS SO ORDERED.

19
20 Dated November 5, 2020



Mary E. Wiss
Judge of the Superior Court