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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In Re: Smashburger IP Holder LLC, et al.

No. 2:19-CV-00993-JAK (JEMx)

JUDGMENT

ALL CASES

JS-6

1 **JUDGMENT IS HEREBY ENTERED** as follows:

2 1. The Settlement of *In Re: Smashburger IP Holder, LLC, et al*, Lead
3 Case No. 2:19-CV-00993-JAK-(JEMx), pending in the United States District Court,
4 Central District of California (the “Action”), on the terms set forth in the Parties’
5 Stipulation of Class Action Settlement, with exhibits (collectively, the
6 “Agreement”), and definitions included therein, signed and filed with this Court on
7 March 1, 2021, is finally approved. For purposes of this Judgment, the Court
8 adopts and incorporates the definitions contained in the Agreement.

9 2. The following class is granted final certification, for settlement
10 purposes only, under Fed. R. Civ. P. 23(a), (b)(2), and (b)(3): all persons in the
11 United States and United States Territories who purchased and/or consumed one or
12 more of the Subject Products during the Class Period. Specifically excluded from
13 the Class are: (a) Defendants and their employees, principals, officers, directors,
14 agents, affiliated entities, legal representatives, successors, and assigns; (b) the
15 judges to whom the Action has been or is assigned and any members of their
16 immediate families; (c) those who purchased the Subject Products for the purpose
17 of resale; and (d) all persons who have filed a timely Request for Exclusion from
18 the Class. The “Class Period” is from July 1, 2017 up to and including May 31,
19 2019. The “Subject Products” are all hamburgers sold under the Smashburger
20 brand during the Class Period that included the phrase “Triple Double,” including
21 but not limited to the Triple Double, Bacon Triple Double, French Onion Triple
22 Double, and Pub Triple Double.

23 3. The dissemination of the Class Notice in accordance with the terms of
24 the Agreement and this Court’s Preliminary Approval Order, as described in the
25 Settlement Administrator’s Declaration filed before the Fairness Hearing:

26 (a) constituted the best practicable notice to Class Members under the
27 circumstances; (b) constituted notice that was reasonably calculated, under the
28 circumstances, to apprise Class Members of the pendency of the Action, the terms

1 of the Settlement, and their rights under the Settlement, including, but not limited
2 to, their right to object to any aspect of the proposed Settlement or exclude
3 themselves from the proposed Settlement and to appear at the Fairness Hearing, and
4 the binding effect of the Final Orders and this Final Judgment on all persons and
5 entities who did not request exclusion from the Class; (c) were reasonable and
6 constituted due, adequate, and sufficient notice to all persons entitled to be provided
7 with notice; and (d) met all applicable requirements of law, including, but not
8 limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, the United
9 States Constitution (including the Due Process Clause), and the Rules of this Court,
10 as well as complied with the Federal Judicial Center's illustrative class action
11 notices.

12 4. The claims in the Action are dismissed on the merits and with
13 prejudice pursuant to the terms (including the Release) set forth in the Parties'
14 Agreement and in the Court's Order Re Plaintiffs' Motion for Final Approval of
15 Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees and Costs and
16 Enhancement Awards (ECF No. 85), without costs to any party except as provided
17 in these Final Orders.

18 5. Plaintiffs and Class Members and/or their representatives, and all
19 persons acting on behalf of, or in concert or participation with, Plaintiff or Class
20 Members (including but not limited to the Releasing Parties), who have not been
21 timely excluded from the Class are hereby permanently barred and enjoined from:
22 (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing,
23 intervening in, or participating in, or receiving any benefits from, any lawsuit,
24 arbitration, or administrative, regulatory or other proceeding or order in any
25 jurisdiction based upon or asserting any of the Released Claims; and (b) bringing an
26 individual action or class action on behalf of Plaintiff or Class Members seeking to
27 certify a class that includes Plaintiff or Class Members, or continuing to prosecute
28 or participate in any previously filed and/or certified class action, in any lawsuit

1 based upon or asserting any of the Released Claims. Pursuant to 28 U.S.C.
2 §§ 1651(a) and 2283, the Court finds that issuance of this permanent injunction is
3 necessary and appropriate in aid of the Court's continuing jurisdiction and authority
4 over the Action.

5 6. Plaintiffs' Lead Counsel and Class Counsel shall take all steps
6 necessary and appropriate to provide Class Members with the benefits to which
7 they are entitled under the terms of the Agreement and pursuant to the Orders of the
8 Court.

9 7. The Court retains continuing jurisdiction over the parties and the
10 Action for the reasons and purposes set forth in this Final Judgment, the Final
11 Order Approving Class Action Settlement, and the Final Order Approving
12 Attorney's Fees and Expenses and Incentive Awards. Without in any way
13 affecting the finality of these Final Orders and/or this Final Judgment, this Court
14 expressly retains jurisdiction as to all matters relating to the administration,
15 consummation, enforcement and interpretation of the Agreement and of these
16 Final Orders and this Final Judgment, and for any other necessary purpose.

17 Dated: October 10, 2023



18 John A. Kronstadt
19 United States District Judge
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