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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 08 2021

BY   
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

KEVIN MALEK, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

PRESSED JUICERY, INC.,

Defendant.

Case No. CIVDS2017665

CLASS ACTION

~~[PROPOSED]~~ JUDGMENT GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT; GRANTING AWARD OF  
ATTORNEYS' FEES AND COSTS,  
PLAINTIFF'S SERVICE AWARD, AND  
ADMINISTRATION COSTS

Judge: Honorable David Cohn  
Department: S-26

Complaint Filed: August 17, 2020

On October 8, 2021, this Court heard the motion for final approval of the class action settlement between Plaintiff and Class Representative Kevin Malek and Defendant Pressed Juicery, Inc. (collectively, the "Parties"). The Court has: (1) reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement;<sup>1</sup> (2) reviewed and considered Class Counsel's Motion for Final Approval of the Settlement, final certification of

<sup>1</sup> All capitalized terms have the same definition as provided in the Settlement Agreement, unless otherwise specified.

[PROPOSED] JUDGMENT GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT; GRANTING AWARD OF ATTORNEYS' FEES AND  
COSTS, PLAINTIFF'S SERVICE AWARD, AND ADMINISTRATION COSTS

1 the Settlement Class, and final appointment of the Class Representative and Class Counsel; (3)  
2 reviewed and considered the petition of Class Counsel for an award of attorneys' fees, costs,  
3 expenses, and class representative service awards; (4) taken into account the presentations and  
4 other proceedings at the Preliminary Approval hearing and the Final Approval Hearing; and (5)  
5 considered the Settlement in the context of all prior proceedings had in this Action.

6 The Court enters the following FINDINGS:

7 A. The Settlement is the product of good faith, arms-length negotiations between the  
8 Class Representative and Class Counsel, on the one hand, and Defendant and Defendant's  
9 Counsel, on the other hand, assisted by an experienced, professional impartial mediator, Michael  
10 D. Young, Esq. of Judicate West;

11 B. The Settlement Agreement is fair, reasonable, and adequate in all respects, and is  
12 hereby approved without modification;

13 C. The Court adopts all defined terms set forth in the Settlement Agreement,  
14 including, but not limited to, all defined terms set out in Section I of the Settlement Agreement,  
15 for purposes of this Final Judgment;

16 D. The Parties adequately performed all obligations under the Settlement Agreement  
17 due as of the date of this Final Judgment;

18 E. The Court's conditional certification for settlement purposes in the Preliminary  
19 Approval Order of the Settlement Class was, and is, appropriate. Kevin Malek and Class Counsel  
20 have fairly and adequately represented the Settlement Class for purposes of entering into and  
21 implementing the Settlement;

22 F. The Settlement Administrator provided notice to class members in compliance with  
23 Section V of the Settlement Agreement, due process, and California Rules of Court, Rules 3.766  
24 and 3.769(f), and Cal. Civ. Code § 1781(e). The notice: (i) constituted the best notice practicable  
25 under the circumstances, (ii) was reasonable and constituted due, adequate, and sufficient notice to  
26 all persons entitled to be provided with notice; (iii) fully and accurately informed class members  
27 about the lawsuit and settlement; (iv) provided sufficient information so that class members were

1 able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or  
2 object to the proposed settlement; (v) provided procedures for class members to file written  
3 objections to or the proposed settlement, to appear at the hearing, and to state objections to the  
4 proposed settlement; and (vi) provided the time, date and place of the final fairness hearing.  
5 Furthermore, as provided for under Cal. Civ. Code § 1781(e), the Court will exclude from the  
6 Settlement Class any Settlement Class Member that made such a request before the Exclusion  
7 Deadline; the judgment will include all Settlement Class Members who have not requested  
8 exclusion; and any Settlement Class Member who did not request exclusion, was allowed, if they  
9 desired, to enter an appearance through counsel;

10 G. The Court has subject matter jurisdiction over this Action and all acts within this  
11 Action, and over all Parties to this Action, including all members of the Settlement Class;

12 H. Michele Grubbs, a resident of California residing at 8800 Dillard Rd., Wilton, CA  
13 95693, has submitted a timely and valid Request for Exclusion and is therefore excluded from the  
14 Settlement Class and is not bound by the Settlement Agreement;

15 I. The Service Award to Plaintiff Kevin Malek in the amount set forth below is fair  
16 and reasonable; and

17 J. An award of attorneys' fees and costs to Class Counsel in the amounts set forth  
18 below is fair and reasonable in light of the nature of this case, Class Counsel's experience and  
19 efforts in prosecuting this action, and the benefits obtained for the Settlement Class.

20 On the basis of the foregoing findings and conclusions, as well as the submissions and  
21 proceedings referred to above, NOW, THEREFORE, THE COURT ORDERS, ADJUDGES,  
22 AND DECREES:

23 **Certification of Class and Approval of Settlement**

24 1. The Court approves the Settlement and the Settlement Agreement as fair,  
25 reasonable, adequate, and in the best interests of the Settlement Class, and the Court holds that the  
26 requirements of due process, the California Rules of Court, California Code of Civil Procedure,  
27 and the California Civil Code have been satisfied. The Settlement fairly apprises Settlement Class

1 Members of the terms of the proposed settlement agreement and the options open to dissenting  
2 Settlement Class Members. The Court orders and directs the Parties to comply with the terms and  
3 provisions of the Settlement Agreement.

4         2.       Having found that, for Settlement purposes only, the requirements of Cal. Civ.  
5 Proc. Code § 382 are satisfied, the Court permanently certifies the Settlement Class pursuant to  
6 Cal. Civ. Proc. Code § 382 on behalf of all Persons who purchased any of the Covered Products in  
7 the United States, its territories, or at any United States military facility or exchange between May  
8 1, 2014 and May 19, 2021. Excluded from the Settlement Class are: Defendant and any of its  
9 parents, affiliates, or subsidiaries, and all of its respective employees, officers, and directors;  
10 Michele Grubbs, a resident of California residing at 8800 Dillard Rd., Wilton, CA 95693; counsel  
11 of record (and their respective law firms) for the Parties; and the Honorable David Cohn, and all of  
12 his immediate families and judicial staff; and any Person that entered into a release with  
13 Defendant prior to the Effective Date concerning any Covered Products.

14         3.       In accordance with the foregoing class definition, the Court excludes from the  
15 Settlement Class Michele Grubbs, a resident of California residing at 8800 Dillard Rd., Wilton,  
16 CA 95693, who shall not be entitled to any of the benefits that the Settlement Agreement affords  
17 to the Settlement Class Members.

18         4.       The Court readopts and incorporates herein by reference the preliminary  
19 conclusions that the Court set forth in the Preliminary Approval Order with respect to whether the  
20 Settlement Class satisfied the requirements of Cal. Civ. Proc. Code § 382.

21         5.       All terms of resolution as set forth in the Settlement Agreement are hereby adopted,  
22 and all executory terms thereof are hereby ordered performed by the Parties.

23         6.       For purposes of Settlement only, the Court certifies Kevin Malek as class  
24 representative of the Settlement Class, and the Court appoints Faruqi & Faruqi, LLP as Class  
25 Counsel for the Settlement Class. The Court concludes that Kevin Malek and Faruqi & Faruqi,  
26 LLP have fairly and adequately represented the Settlement Class with respect to the Settlement  
27 and the Settlement Agreement.

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1 during the Class Period and set forth in the Complaint (the "Released Claims"). The Released  
2 Claims expressly exclude claims for personal injury against the Released Parties.

3 9. The Released Claims include any claim of the kind described in the Paragraph  
4 above whether or not any Class Member has directly or indirectly assigned, transferred,  
5 encumbered, or purported to assign, transfer, or encumber, to any person or entity, whether by  
6 operation of law or otherwise, any portion of any Released Claims.

7 10. All Settlement Class Members who have not opted out of the Settlement  
8 Agreement shall be bound by all of the releases and other terms of the Settlement Agreement and  
9 this Judgment, whether or not they receive any individual settlement payment, and shall not be  
10 permitted to seek any further payment or any personal relief of any kind including on account of  
11 the Released Claims.

12 11. Each Class Member shall not hereafter, individually or as a representative member  
13 of a class, file any civil action, lawsuit, grievance, demand for arbitration, charge, claim, and/or  
14 administrative complaint against Defendants or any of the Released Parties, based upon any  
15 Released Claims.

16 **Attorneys' Fees and Expenses and Class Representative Service Awards**

17 12. The attorneys at Faruqi & Faruqi, LLP, who prosecuted this case, are skilled and  
18 experienced class action consumer protection lawyers. For the reasons stated in Plaintiff's Motion  
19 for Award of Attorneys' Fees and Costs, the Court grants Plaintiff's and Class Counsel's request  
20 for an award of attorneys' fees and costs in the aggregate amount of \$173,750, which shall be paid  
21 within fifteen (15) calendar days of the Court's entry of the Final Judgment.

22 13. The Court finds reasonable the Service Award for the Class Representative in the  
23 amount of \$2,500 for Plaintiff Kevin Malek in recognition of the services he rendered on behalf of  
24 the Settlement Class, as well as the risks and adverse consequences he potentially faced as a result.  
25 The Court grants the Service Award requested by Plaintiff Kevin Malek, in the amount of \$2,500,  
26 to be paid within fifteen (15) calendar days of the Effective Date.

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**Settlement Administrator's Costs**

14. The Court awards Kroll Settlement Administration LLC's<sup>2</sup> costs in the amount of \$146,119, as the Court finds that the request is fair and reasonable.

**Continuing Jurisdiction**

15. This action is hereby concluded, and judgment is entered, provided however, and without affecting the finality of this Final Judgment in any way, that pursuant to Cal. Civ. Proc. Code Section 664.6, and California Rules of Court, Rule 3.769(h), the Court will retain jurisdiction over this action and the parties until final performance of the Settlement Agreement.

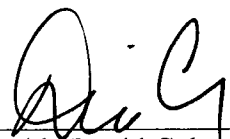
**Other**

16. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth in the Settlement Agreement or this Judgment.

17. Notice of entry of this Judgment shall be served on the Settlement Class through service upon Class Counsel and posting on the Settlement Administrator's website.

18. Pursuant to the Settlement Agreement, the Court orders that the Settlement Administrator shall pay all Individual Settlement Payments to Authorized Claimants within fifteen (15) calendar days of receiving the funds from Defendant, or thirty (30) calendar days of the Effective Date, whichever date is earlier.

DATED: 10/8/21

  
\_\_\_\_\_  
Honorable David Cohn  
San Bernardino Superior Court Judge

<sup>2</sup> In granting preliminary approval of the Settlement, the Court appointed Heffler Claims Group LLC as the Settlement Administrator. The Heffler Claims Group has since changed its name to Kroll Settlement Administration LLC.