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11 *Class Counsel*

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14

15 PATRICK HENDRICKS, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 STARKIST CO.,

20 Defendant.
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Case No. 13-CV-00729-HSG

**[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTIONS (1) FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND (2) FOR AN AWARD OF
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND INCENTIVE
AWARDS FOR THE CLASS
REPRESENTATIVE AND
INTERESTED PARTIES**

Date: December 17, 2015
Time: 2:00 p.m.
Courtroom 15, 18th Floor

Hon. Haywood S. Gilliam, Jr.

1 Pending before the Court is (1) Plaintiff’s Motion for Final Approval of Class Action
2 Settlement, and (2) Plaintiff’s Motion for an Award of Attorneys’ Fees, Costs and Expenses, and
3 Incentive Awards for the Class Representative and Interested Parties.

4 The Court, having reviewed the papers filed in support of the Motions, heard the arguments
5 of counsel, and good cause appearing therefore, Plaintiff’s Motions are hereby GRANTED and it is
6 hereby ORDERED, ADJUDGED, and DECREED as follows:

7 1. The parties have agreed to settle this Action upon the terms and conditions set forth
8 in the Stipulation of Settlement (the “Stipulation of Settlement” or “Settlement Agreement”),
9 which has been filed with the Court.

10 2. The Court has carefully reviewed the Stipulation of Settlement, as well as the files,
11 records, and proceedings to date in this matter. The definitions in the Stipulation of Settlement are
12 hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the
13 meanings attributed to them in the Stipulation of Settlement.

14 3. This Court has jurisdiction over the subject matter of this action and over all Parties
15 to the action, including all Settlement Class Members.

16 4. On July 23, 2015, this Court granted Preliminary Approval of the Settlement
17 Agreement and preliminarily certified a Settlement Class of: “All residents of the United States of
18 America who, from February 19, 2009 through October 31, 2014, purchased any of the StarKist
19 Products (*i.e.*, 5 oz. Chunk Light in Water, 5 oz. Chunk Light in Oil, 5 oz. Solid White in Water,
20 and 5 oz. Solid White in Oil).” Excluded from this definition are the Released Persons. Purchasers
21 who excluded themselves from the Settlement, pursuant to the procedures set forth in Section V of
22 the Settlement Agreement, are not Settlement Class Members and are not bound by the Settlement
23 Agreement.

24 5. The Court now affirms certification of the Settlement Class and gives final approval
25 to the settlement and finds that the settlement set forth in the Stipulation of Settlement is fair,
26 adequate, reasonable, and in the best interests of the Settlement Class.

1 6. The complex legal and factual posture of this case, and the fact that the Settlement
2 Agreement is the result of arm's-length negotiations support the finding that the settlement is fair,
3 adequate, and reasonable.

4 7. The Class Representative and Class Counsel adequately represented the Settlement
5 Class for purposes of entering into and implementing the Stipulation of Settlement.

6 8. Accordingly, the Stipulation of Settlement is hereby finally approved in all respects,
7 and the Parties are hereby directed to perform its terms.

8 9. The Court-approved Notice Program to the Settlement Class, as set forth in the
9 Preliminary Approval Order of July 23, 2015, was the best notice practicable under the
10 circumstances and included direct mail and email notice; publication in two publications, *People*
11 and the *San Francisco Examiner*; website publication; a press release; an Internet banner ad
12 campaign; an informational Facebook page; and an informational toll-free number. The Notice
13 Program has been successfully implemented and satisfies the requirements of Fed. R. Civ. P. 23
14 and due process.

15 10. The Court finds that, in accordance with the Class Action Fairness Act of 2005
16 (“CAFA”), 28 U.S.C. § 1715, Notice of the Settlement was sent to the State Attorneys General and
17 the U.S. Attorney General. The Court has reviewed the substance of the Notice of Settlement sent
18 pursuant to CAFA, and finds that the parties have complied with all applicable requirements of
19 CAFA.

20 11. Subject to the terms and conditions of the Settlement Agreement, this Court hereby
21 dismisses the Action on the merits and with prejudice.

22 12. Upon the effective date of this Order and Judgment, the Class Representative, the
23 Interested Parties, and each and every Settlement Class Member, fully, finally, completely, and
24 forever, release, acquit, and discharge each Released Person from any and all of the claims set forth
25 in Section VI of the Settlement Agreement (collectively, the “Claims”).

26 13. Upon the effective date of this Order and Judgment, the above release of Claims and
27 the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in all
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1 pending and future lawsuits or other proceedings maintained by or on behalf of the Class
2 Representative, the Interested Parties, and all other Settlement Class Members, and their
3 predecessors, successors, assigns, heirs, or executors. All Settlement Class Members who have not
4 been properly excluded from the Settlement Class are hereby permanently barred and enjoined
5 from filing, commencing, prosecuting, intervening in, or participating (as class members or
6 otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of the Claims.

7 14. The Court awards to Class Counsel \$_____ as attorneys' fees (the
8 "Fee Award").

9 15. The Court awards to Class Counsel \$_____ as reimbursement of
10 out-of-pocket costs and expenses in connection with the prosecution of this matter (the "Cost
11 Award").

12 16. The Court awards to the Class Representative \$_____ as an Incentive
13 Award for his role in this matter.

14 17. The Court awards to each of the Interested Parties \$_____ as an
15 Incentive Award for their roles in this matter (together with the Incentive Award to the Class
16 Representative, the "Incentive Awards").

17 18. Defendant shall pay the Fee Award, Cost Award, and Incentive Awards pursuant to
18 and in the manner provided by the terms of the Settlement Agreement.

19 19. This Court hereby directs entry of this Final Judgment based upon the Court's
20 finding that there is no just reason for delay of enforcement or appeal of this Final Judgment
21 notwithstanding the Court's retention of jurisdiction to oversee the implementation and
22 enforcement of the Settlement Agreement.

23 20. This Final Judgment and order of dismissal with prejudice, the Settlement
24 Agreement, the settlement that it reflects, and any and all acts, documents, or proceedings relating
25 to the Settlement Agreement are not, and shall not be construed as, or used as an admission or
26 concession by or against the Parties with respect to any fault, wrongdoing, or liability or of the
27 validity of any claim or defense, or of the existence of amount of damages, or that the
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1 consideration to be given under the Settlement Agreement represents an amount equal to, less than,
2 or greater than the amount that could have or would have been recovered after trial.

3 21. The Parties, without further approval from the Court, are hereby permitted to agree
4 and to adopt such amendments, modifications, and expansions of the Settlement Agreement and its
5 implementing documents (including all exhibits to the Settlement Agreement) so long as they are
6 consistent in all material respects with the Final Judgment and do not limit the rights of the
7 Settlement Class Members.

8 22. Without affecting the finality of this Final Judgment in any way, this Court hereby
9 retains continuing jurisdiction over (a) implementation, enforcement, and administration of the
10 Settlement Agreement, including any releases in connection therewith; (b) resolution of any
11 disputes concerning class membership or entitlement to benefits under the terms of the Settlement
12 Agreement; and (c) all Parties hereto, for the purpose of enforcing and administering the
13 Settlement Agreement and the action until each and every act agreed to be performed by the Parties
14 has been performed pursuant to the Settlement Agreement.

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16 **IT IS SO ORDERED.**

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18 Dated: _____

19 Honorable Haywood S. Gilliam, Jr.
United States District Court Judge