

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NILOOFAR SAEIDIAN, on Behalf of
Herself and All Others Similarly
Situated,

Plaintiff,

v.

THE COCA COLA COMPANY,

Defendant.

Case No. CV 09-cv-06309 SJO (JRPx)

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONALLY CERTIFYING A
SETTLEMENT CLASS,
APPROVING FORM OF NOTICE
TO THE CLASS AND SETTING
HEARING OF FINAL APPROVAL
OF SETTLEMENT

Upon review and consideration of Plaintiff Niloofar Saeidian's unopposed motion for preliminary approval of the class action settlement, Settlement Agreement and Release, and all declarations and exhibits submitted therewith, which have been filed with the Court, it is hereby ORDERED and ADJUDGED as follows:

1.

FINDINGS:

1 **1.** For purposes of this Order, the Court adopts and incorporates all
2 definitions set forth in the Settlement Agreement and Release (“Settlement
3 Agreement”), filed with the Court.

4 **2.** The Court GRANTS Plaintiff’s motion for preliminary approval of the
5 class action settlement.

6 **3.** The Court finds, for purposes of the settlement, that the requirements
7 of Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure and other laws
8 and rules applicable to preliminary settlement approval of class actions have been
9 satisfied: (a) The members of the Class are so numerous that joinder of all members
10 is impractical; (b) There are questions of law or fact common to members of the
11 Class; (c) The claims of the named Plaintiff Niloofar Saeidian are typical of the
12 Class’s claims; (d) The named Plaintiff is an adequate Class Representative and
13 possesses the same interests in the outcome of this case as the other Class
14 Members; (e) Plaintiff’s Counsel, Law Offices of Zev B. Zysman APC and
15 Capstone Law LLC APC are qualified to serve as Class Counsel; and (f) Common
16 issues predominate and the proposed settlement is a superior way to resolve this
17 national controversy.

18 **4.** For these reasons, the Court preliminarily approves the settlement of
19 this Action as memorialized in the Settlement Agreement, which is incorporated
20 herein by this reference, as being fair, just, reasonable and adequate to the
21 Settlement Class and its members, subject to further consideration at the Final
22 Approval Hearing described below, and thus hereby:

23 (a) conditionally certifies for purposes of implementing the Settlement
24 Agreement the Class consisting of all persons who purchased Coca-Cola’s
25 Minute Maid Enhanced Pomegranate Blueberry Flavored Blend of Five
26 Juices (the “Product”) in the United States between September 1, 2007 and
27 the date of entry of the Preliminary Approval Order. Excluded from the
28 Class are any employees of Defendant, the Court, and its personnel.

1 (b) appoints Plaintiff Niloofar Saeidian as the representative of the
2 Class; and

3 (c) appoints Zev B. Zysman, Esq., Law Offices of Zev B. Zysman,
4 APC and Jordan L. Lurie, Esq., and Robert K. Friedl, Esq., Capstone Law
5 APC as attorneys for the Class for purposes of settlement and finds for the
6 purposes of settlement that these attorneys are qualified to represent the
7 Class.

8 5. The Court approves the filing of the proposed Second Amended
9 Complaint attached to the Settlement Agreement as Exhibit F in this Action for
10 purposes of this settlement only. The Second Amended Complaint shall be filed
11 within five (5) days of the date of this Order. If the Settlement Agreement is
12 terminated or for any reason does not occur (in whole or in part) Plaintiff will
13 withdraw the Second Amended Complaint.

14 6. A hearing (the “Final Approval Hearing”) shall be held on August 29,
15 2016, at 10:00 a.m. before the Honorable S. James Otero, in Courtroom 1 of the
16 United States District Court for the Central District of California, located at 312 N.
17 Spring Street, Los Angeles, California 90012. At that time, the Court shall
18 determine: (a) whether the proposed settlement of the Action on the terms and
19 conditions provided for in the Settlement Agreement is fair, just, reasonable and
20 adequate and should be finally approved; (b) whether judgment as provided in the
21 Settlement Agreement should be entered herein; and (c) whether to approve Class
22 Counsel’s application for an award of attorneys’ fees and costs, and Plaintiff
23 Niloofar Saeidian’s application for an incentive payment. The Court may continue
24 or adjourn the Final Approval Hearing without further notice to members of the
25 Class.

26 7. The Court approves the Notice Plan as set forth in the Declaration of
27 Steven Weisbrot, attached as Exhibit A to the Settlement Agreement, and approves
28 as to form and content, the Long Form Notice attached to the Settlement Agreement
as Exhibit B, the Summary Notice attached to the Settlement Agreement as Exhibit

1 C, and the Claim Form attached to the Settlement Agreement as Exhibit D. The
2 Court finds that distribution of the Long Form Notice and Summary Form Notice
3 and publication of the Summary Notice in the manner set forth in this Order and
4 Settlement Agreement constitutes valid, due and sufficient notice to all members of
5 the Class, complying fully with the requirements of Rule 23 of the Federal Rules of
6 Civil Procedure, the Constitution of the United States, and any other applicable
7 laws. The forms of notice set forth herein and in the Settlement Agreement provide
8 a means of notice reasonably calculated to apprise the Class Members of the
9 pendency of the action and the proposed settlement, and thereby meet the
10 requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure, as well as
11 due process under the United States Constitution and any other applicable law, and
12 shall constitute due and sufficient notice to all Class Members entitled thereto.

13 **8.** The Court approves the selection of Angeion Group to be the
14 Settlement Administrator. The Settlement Administrator shall administer the relief
15 provided by the Settlement Agreement by processing Claim Forms in a rational,
16 responsive, cost-effective and timely manner. The Settlement Administrator shall
17 maintain all such records as are required by applicable law in accordance with its
18 normal business practices, and such records will be made available to Class
19 Counsel and Defense Counsel, the Parties and their representatives promptly upon
20 request. The Settlement Administrator shall also provide reports and other
21 information to the Court as the Court may require. The Settlement Administrator
22 shall promptly provide Class Counsel and Defense Counsel with information
23 concerning Notice, administration and implementation of the Settlement
24 Agreement. Should the Court request it or should it be reasonably advisable to do
25 so, the Parties, in conjunction with the Settlement Administrator, shall submit a
26 timely report to the Court summarizing the work performed by the Settlement
27 Administrator. All fees, costs and expenses of the Settlement Administrator shall
28 be paid as provided in the Settlement Agreement.

1 **9.** Any person may request to be excluded from the Class by mailing a
2 letter, by first class U.S. Mail to the Settlement Administrator, containing a
3 statement that he or she requests to be excluded from the Class. Any such request
4 must be made in accordance with the terms set forth in the Long Form Notice and
5 will be timely only if postmarked no later than ninety (90) days from the first day
6 upon which the Class Notice is disseminated (“Notice Date”). The timeliness of any
7 request for exclusion shall be conclusively determined by the postmark date.

8 **10.** At least seven (7) calendar days prior to the Final Approval Hearing
9 Date, Class Counsel shall prepare or cause the Settlement Administrator to prepare
10 a list of the persons who have excluded themselves in a valid and timely manner
11 from the Settlement Class (the “Opt-Outs”), and Class Counsel shall file that List
12 with the Court.

13 **11.** Class Counsel shall file a motion for final approval of settlement no
14 later than fourteen (14) days prior to the Final Approval Hearing date. Class
15 Counsel shall also file any papers supporting its request for attorneys’ fees and
16 costs, and the Class Representative’s incentive payment with the Court at least
17 fourteen (14) days prior to the deadline for Class Members to object to the
18 Settlement. The application for attorneys’ fees and costs shall be posted on the
19 website of the Settlement Administrator so that it may be reviewed and printed out
20 by any member of the Class.

21 **12.** Any Class Members wishing to object to the approval of the
22 Settlement or the award of attorneys’ fees and reimbursement of expenses to Class
23 Counsel or the Class Representative’s incentive payment (“Objecting Class
24 Members”) shall no later than ninety (90) days after the Notice Date, file a written
25 objection with this Court, and deliver upon Class Counsel and Defense Counsel at
26 the addresses below, such written objection and copies of any papers and briefs
27 desired to be considered by the Court, together with proof of membership in the
28 Settlement Class in the manner set forth in the Long Form Notice. The delivery

1 date is deemed to be the date the objection is deposited in the U.S. Mail as
2 evidenced by the postmark.

3 **Class Counsel:**

4 Zev B. Zysman
5 Law Offices of Zev B. Zysman, APC
6 15760 Ventura Boulevard, 16th Floor
7 Encino, CA 91436

8 Jordan L Lurie
9 Capstone Law APC
10 1840 Century Park East, Suite 450
11 Los Angeles, CA 90067

12 **Defense Counsel:**

13 Steven A. Zalesin
14 Patterson Belknap Webb & Taylor LLP
15 1133 Avenue of the Americas
16 New York, NY 10036

17 Any Class Member who has filed and served such written objections may,
18 but is not required to, appear himself or herself, or through counsel, at the Final
19 Approval Hearing, to object to the approval of the Settlement, the award of
20 attorneys' fees and reimbursement of expenses to Class Counsel, or the Class
21 Representative's service payment. However, Class Members, or their attorneys,
22 intending to make an appearance at the Final Approval Hearing, must also deliver
23 to Class Counsel and Defense Counsel, and file with the Court, a Notice of
24 Intention to Appear no later than ninety (90) days after the Notice Date. Only Class
25 Members who file and serve timely Notices of Intention to Appear may speak at the
26 Final Approval Hearing

27 **13.** Any settlement Class Member who does not make his, her or its
28 objection(s) and/or notice of intent to appear in the manner so provided herein and
in the Long Form Notice shall be deemed to have waived such objection(s) and
6.

1 shall forever be foreclosed from making any objection(s) (whether by a subsequent
2 objection, intervention, appeal, or any other process) to the fairness or adequacy of
3 the proposed Settlement as incorporated in the Settlement Agreement, the award of
4 attorneys' fees and reimbursement of expenses to Class Counsel, or the Class
5 Representative's incentive payment, and the right to appeal any orders that are
6 entered relating thereto.

7 **14.** The Court reserves the right to adjourn the date of the Final Approval
8 Hearing and any adjournment thereof may be without further notice to the members
9 of the Class, and retains jurisdiction to consider all further applications arising out
10 of or connected with the settlement. The Court may approve the settlement, with
11 such modifications as may be agreed to by the parties to the settlement, if
12 appropriate, without further notice to the Class.

13
14 Dated: _____

Hon. S. James Otero
United States District Court Judge