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VENTURA
SUPERIOR COURT
FILED

FEB 26 2021

MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____, Deputy

ELIZABETH MULLER

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF VENTURA**

10

11 EMMA BRENNER, JONATHAN
12 GRINDELL, ADRIANNE HIRKA,
13 ADDISON HORINE, JESSICA TORRES,
14 CONSTANCE COFFIN, RAY GLASS,
15 HARVEY SITNICK, CINDY PRINCE,
16 KAILEE CENIS, SUZY RAMIREZ, JASON
17 MILLER, TODD COOK, LAURI
18 SINCAVAGE, PATRICK DECOLA, MISTY
19 STEMPLE, TRAVIS WEAVER, JESSICA
20 TORRES, RAYONA YOUNG, and
21 MICHAEL MORELLI individually and on
22 behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 KEVITA, INC., a California company;
26 PEPISCO, INC., a North Carolina company.;
27 and DOES 1 through 10, inclusive,

28 Defendants.

CASE NO. 56-2017-00502340-CU-FR-VTA

[Assigned for all purposes to the Hon. Mark S. Borrell, Department 40]

~~[PROPOSED]~~ FINAL JUDGMENT

Complaint Filed: October 4, 2017

1 IT IS on this 21st day of January, 2021, HEREBY ADJUDGED AND DECREED
2 PURSUANT TO CALIFORNIA RULE OF COURT 3.769 THAT:

3 1. The settlement of *Brenner et al. v. KeVita, Inc.*, Case No. 56-2017-00502340-CU-
4 VTA, pending in the Superior Court of California for the County of Ventura (the “Action”), on
5 the terms set forth in the Parties’ Settlement, with Exhibits and definitions included therein
6 (collectively, the “Settlement”), signed and filed with this Court on February 26, 2020, is finally
7 approved.

8 2. The following Class is granted final certification for settlement purposes only
9 under California Rule of Court 3.769(d) and California Civil Code section 382: All persons and
10 entities in the United States and all U.S. territories (including, but not limited to, the
11 Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern
12 Mariana Islands, and the other territories and possessions of the United States) who purchased
13 one or more bottles of the Products prior to and including the Notice Date. Excluded from the
14 Class are (a) all persons who are employees, directors, officers, and agents of KeVita, or their
15 subsidiaries and affiliated companies; (b) persons or entities who purchased the Products
16 primarily for the purposes of resale; (c) governmental entities; (d) persons or entities who timely
17 and properly exclude themselves from the Class as provided in this Settlement; and (e) the
18 Court, the Court’s immediate family, and Court staff.

19 3. “Product” or “Products” shall mean and are KeVita Master Brew Kombucha (or
20 any past or future iteration of the same or similar products) including but not limited to the
21 following flavors: Blueberry Basil, Citrus, Dragonfruit Lemongrass, Exotic Greens, Ginger,
22 Grapefruit, Lavender Melon, Mango Habanero, Pineapple Peach, Raspberry Lemon, Roots
23 Beer, and/or Tart Cherry.

24 4. The dissemination of the Class Notice in accordance with the terms of the
25 Settlement and this Court’s Preliminary Approval Order, as described in the Settlement
26 Administrator’s Declaration filed before the Fairness Hearing: (a) constituted the best
27 practicable notice to the Class under the circumstances; (b) constituted notice that was
28 reasonably calculated, under the circumstances, to apprise the Class of the pendency of the

1 Action, the terms of the Settlement and their rights under the Settlement (including, but not
2 limited to, their right to object to any aspect of the Settlement and to appear at the Fairness
3 Hearing, or exclude themselves from the Settlement), and the binding effect of the Final Order
4 Approving Class Action Settlement and Approving Attorneys' Fees and Expenses and Incentive
5 Awards ("Final Order") and this Final Judgment on all persons and entities who did not request
6 exclusion from the Class; (c) were reasonable and constituted due, adequate, and sufficient
7 notice to all persons entitled to be provided with notice; and (d) met all applicable requirements
8 of law, including, but not limited to, the Code of Civil Procedure, the United States Constitution
9 (including the Due Process Clause), the California Constitution, and the Rules of this Court.

10 5. No persons or entities submitted timely and valid requests for exclusion from the
11 Class and are therefore not bound by this Final Judgment and the accompanying Final Order
12 Approving Class Action Settlement.

13 6. Judgment is entered in favor of Defendant pursuant to the terms (including the
14 Release) set forth in the Parties' Settlement and in the Court's Final Order, without costs to any
15 party except as provided in the Final Order.

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

26 8. The Settlement Administrator, in consultation with Class Counsel, shall take all
27 steps necessary and appropriate to provide Class Members with the Benefits for which they are
28 eligible under the terms of the Settlement and pursuant to the Orders of the Court.

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, #240,
7 Westlake Village, CA 91361.

8 On February 2, 2021, I served the foregoing documents

- 9
10 1) [PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT
11 2) [PROPOSED] FINAL JUDGMENT

12 on all interested parties in this action as follows: SEE ATTACHED SERVICE LIST

13 [] (VIA US MAIL) I caused such envelope(s) to be deposited in the mail at Westlake Village,
14 California with postage thereon fully prepaid.
15 I am "readily familiar" with the firm's practice of collection and processing correspondence
16 for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary
17 course of business. I am aware that on motion of party served, service is presumed invalid
18 if postal cancellation date or postage meter date is more than one day after date of deposit
19 for mailing in affidavit.

20 [] (VIA FEDERAL EXPRESS) I caused to have served such document(s) by depositing
21 them in the drop box at Westlake Village, California, for priority overnight next day
22 delivery.

23 [] (VIA FACSIMILE) I caused such document to be faxed to the persons identified with fax
24 numbers on the attached Mailing List.

25 [] (VIA PERSONAL SERVICE) I delivered such envelope(s) by hand to the offices of the
26 addressee.

27 [x] (BY ELECTRONIC FILING SERVICE PROVIDER) I served the aforementioned
28 document(s) by electronic mail to the parties' email addresses as they are known to me.
My email address is mvalle@bradleygrombacher.com. Said document(s) were served by
email on January 26, 2021. The names and email addresses of the persons served are set
forth in the service list. I did not receive, under a reasonable period of time, any indication
that the email did not go through.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

Executed January 26, 2021 at Westlake Village, California.

Maria Valle
MARIA VALLE

1 **EMMA BRENNER v. KEVITA, INC., ET AL**
2 **VENTURA COUNTY SUPERIOR COURT CASE NO. 56-2017-00502340-CU-FR-VTA**

3 **Service List**

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