

F I L E D

Superior Court of California
County of San Francisco

AUG -2 2023

CLERK OF THE COURT

BY: Clare Bennett
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

SUZANNE MIRZOYAN AND RAYMOND
LEE, individually, and on behalf of all others
similarly situated, and the general public,

Plaintiffs,

v.

THE HERSHEY COMPANY, a Delaware
corporation; DOES 1-10 inclusive,

Defendants.

Case No. CGC-20-583659

ORDER GRANTING FINAL APPROVAL
OF SETTLEMENT

Plaintiffs Suzanne Mirzoyan and Raymond Lee (collectively, "Plaintiffs") and defendant the Hershey Company ("Hershey") reached a settlement of the claims in this proceeding, which is set forth in the Settlement Agreement attached as Exhibit 1 to the Declaration of Ronald A. Marron as presented in support of Plaintiffs' earlier motion for preliminary approval. The Court preliminarily approved the settlement on March 6, 2023. Before the Court is Plaintiffs' unopposed motion for final approval of the settlement along with a motion for attorney's fees, costs, and service awards, which the Court addresses by separate concurrent order. There were no objections to the settlement.

The motion came on for a final approval hearing on July 14, 2023, at 9:30 a.m. in Department 613, the Honorable Samuel K. Feng presiding. Lilach Halperin (Law Offices of Ronald Marron) appeared for

1 Plaintiffs. Jane Metcalf (Patterson Belknap Webb & Tyler LLP) appeared for Defendant. Having
2 considered the briefing, the pleadings on file, the Settlement Agreement, and the oral arguments of
3 counsel, the Court now **GRANTS** the motion for final approval, **RESERVES** a compliance hearing for
4 **November 16, 2023, at 2:00 p.m.**, and **ORDERS** as follows:

5 1. Except as otherwise specified here, the Court hereby adopts and incorporates by reference
6 the terms and definitions of the Settlement Agreement.

7 2. The Court previously certified a class defined as follows:

8 “All California citizens who made retail purchases of one of the following
9 Brookside Dark Chocolate Products labeled as containing ‘No Artificial Flavors’
10 in California on or after January 1, 2017 and until the Class is certified, for
11 personal use and not for resale, excluding Defendant and Defendant’s officers,
12 directors, employees, agents and affiliates, and the Court and its staff:

- 13 • Brookside Dark Chocolate Acai & Blueberry Flavors;
- 14 • Brookside Dark Chocolate Goji & Raspberry Flavors;
- 15 • Brookside Dark Chocolate Vineyard Inspired Chardonnay Grape & Peach;
- 16 • Brookside Dark Chocolate Crunchy Clusters Berry Medley Flavors;
- 17 • Brookside Dark Chocolate Pomegranate Flavor, and;
- 18 • Brookside Dark Chocolate Vineyard Inspired Merlot Grape & Black Currant Flavors.”

19 3. For settlement purposes, the Court certifies the following class (hereafter, “Settlement
20 Class”): “All California citizens who made retail purchases of any Brookside branded Dark Chocolate
21 Product labeled as containing ‘No Artificial Flavors’ in California on or after January 1, 2017 until March
22 30, 2022, for personal and household use and not for resale, excluding Defendant and Defendant’s
23 officers, directors, employees, agents and affiliates, and the Court and its staff.” (SA, § 1.1.)

24 4. The Settlement Class meets the requirements for certification under Code of Civil
25 Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable; (2) there
26 are predominant common questions of law or fact; (3) Plaintiffs’ claims are typical of the claims of the
27 members of the proposed Settlement Class; and (4) a class action is superior to other methods to
28 efficiently adjudicate this controversy.

5. The Court approves the settlement, as set forth in the Settlement Agreement, as a fair,
reasonable, and adequate settlement. The circumstances surrounding the negotiation of the settlement,

1 including the litigation history, do not reflect collusion. And, Plaintiffs obtained meaningful remedies,
2 particularly labeling changes, through the Settlement Agreement.

3 6. The provision of notice to the putative class substantially complied with the Court's order
4 granting preliminary approval.

5 7. No class member has objected to the settlement.

6 8. The Court confirms the appointment of Plaintiffs as class representatives and finds they
7 have and will adequately represent class members for settlement purposes.

8 9. The Court confirms the appointment of Law Offices of Ronald A. Marron, APLC as Class
9 Counsel.

10 10. The Court confirms the appointment of RG/2 Claims Administration as settlement
11 administrator. The Court directs RG/2 to carry out all of the duties and responsibilities as set forth in the
12 Settlement Agreement and this order, including *inter alia* the distribution of attorney's fees, costs, and
13 service awards in conformity with the Settlement Agreement and the Court's final approval orders.


14 11. Upon the Effective Date, Plaintiffs and each member of the Settlement Class shall be
15 deemed to have finally and forever released their claims against the Released Persons as set forth and to
16 the extent of Sections 6.1–6.4 of the Settlement Agreement.

17 12. The Court sets a compliance hearing for **November 16, 2023, at 2:00 p.m.** with a joint
18 status report due no later than **November 8, 2023**. The status report should address, among other things,
19 the status of the distributions to be made by Settlement Administrator and implementation of Section 4.1
20 of the Settlement Agreement.

21 13. Without affecting the finality of this Order in any way, this Court retains continuing
22 jurisdiction over implementation of this Settlement Agreement and all Parties hereto for the purpose of
23 construing, enforcing, and administering the Settlement Agreement.

24
25 IT IS SO ORDERED.

26 Dated: August 2, 2023

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28

SAMUEL K. FENG
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, CLARK BANAYAD, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 2, 2023, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: August 2, 2023

Brandon E. Riley, Clerk

By: 

CLARK BANAYAD, Deputy Clerk