

CIRCUIT COURT FOR THE 20TH JUDICIAL CIRCUIT
COUNTY OF ST. CLAIR, STATE OF ILLINOIS

FILED
ST. CLAIR COUNTY
DEC 04 2017
Kathleen A. Clay
CIRCUIT CLERK
11

ANGELA BARNES, GAYLE)
GREENWOOD, JAMIE BLANKENSHIP)
and DOMINIC SIEBERT, individually and)
on behalf of all other similarly-situated in)
the United States,)
Plaintiffs,)
v.)
RIVER NORTH FOODS, INC.)
Defendant.)

No. 16 L 459

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**FINAL APPROVAL OF THE SETTLEMENT AGREEMENT, FINAL JUDGMENT,
AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, on September 21, 2017, this Court entered an Amended Preliminary

Approval Order that:

- a. conditionally certified, for settlement purposes only, pursuant to 735 ILCS 5/2-801, a class consisting of all Persons who purchased, between September 1, 2011 and September 11, 2017, in the United States, any Frontera or Salpica branded products which contain the terms Natural (including All Natural and 100% Natural); Evaporated Cane Juice; Evaporated Cane Juice Sugar; Evaporated Cane Sugar; citric acid; xanthan; xanthan gum; disodium phosphate; dipotassium phosphate; and/or sodium citrate on the labels, including those listed in the Fourth Amended Class Action Complaint; and
- b. appointed Stuart L. Cochran of Steckler Gresham Cochran PLLC, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson and Nelson, Attorneys at Law, P.C.as counsel to the Settlement Class; and
- c. preliminarily approved the Settlement; and
- d. set a hearing to take place on December 4, 2017, at 9:00 a.m., before this Court (the "Final Approval Hearing"); and
- e. approved the Settlement Notice, the Publication Notice, and the Media Plan as provided in the Settlement Agreement, and found that the distribution of the Notice substantially in the manner and form set forth in Paragraph VII of the Settlement Agreement met the requirements of 735 ILCS 5/2-803 and due

process, and was the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto; and

- f. approved the Claim Form and set the Claims Deadline and
- g. designated Heffler Claims as the Settlement Administrator and instructed Heffler to perform the functions as set forth in the Settlement Agreement; and
- h. prescribed the method and period of time for providing notice to members of the Settlement Class of the certification of the Settlement Class; the Settlement; Plaintiffs' counsel's application for an award of attorneys' fees and reimbursement of expenses; and the Final Approval Hearing; and
- i. found that such notice to the members of the Settlement Class as described in the Settlement Agreement: *(i)* is the best notice practicable to members of the Settlement Class; *(ii)* is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, conditional certification of the Settlement Class, the proposed Settlement, and the rights of members of the Settlement Class to object to the Settlement; to request exclusion from the Settlement Class; and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses; *(iii)* is reasonable and constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice; and *(iv)* meets all applicable requirements of law including, but not limited to 735 ILCS 5/2-803; and
- j. prescribed the method and period of time during which members of the Settlement Class may file requests to be excluded from the Settlement Class; and
- k. provided that, whether or not the Effective Date occurs, any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by any and all judgments and settlements entered or approved by this Court, whether favorable or unfavorable to the Settlement Class; and
- l. prescribed the method and periods of time during which members of the Settlement Class may serve written objections to the Settlement and/or the application for an award of attorneys' fees and/or reimbursement of expenses by Class Counsel; and

WHEREAS, the Final Approval Hearing was duly held as noticed on December 4, 2017;

and

WHEREAS, this Court, having heard from Class Counsel on behalf of the Settlement Class, and from Defendant's counsel, and having reviewed all other arguments and submissions

presented by all interested persons and entities with respect to the Settlement and the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses; and

WHEREAS, all capitalized terms used herein have the meanings set forth and defined in the Settlement Agreement, it is hereby **ORDERED, ADJUDGED, DECREED, AND FOUND THAT:**

1. This case arises out of Plaintiff's allegations that Defendant marketed, advertised, and sold Products as "all natural" that were not in fact "all natural" because they contained one or more synthetic ingredients and/or mislabeled Products as containing "evaporated cane juice" instead of sugar.

2. Plaintiff's Fourth Amended Complaint included claims for violations of consumer protection statutes, unjust enrichment, and breach of warranties.

3. After extensive settlement negotiations and a mediation, the Parties agreed to settle this case.

4. The Settlement Agreement provides substantial and meaningful relief to the Settlement Class, including monetary benefits to the Settlement Class in the amount of \$3,950,000.00.

5. The Settlement Agreement provides for a fund settlement under which Settlement Class Members, including those with and without receipts of their purchases, can make claims to receive monetary benefits for purchasing the Products.

6. The Settlement Agreement established a Claims Period that ran for 60 days;

7. The Settlement Class as provided in the Preliminary Approval Order is unconditionally certified pursuant to 635 ILCS 5/2-801 *et. seq.* The prerequisites for a class action under 635 ILCS 5/2-801 have been satisfied in that: (a) the members of the Settlement

Class are so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any questions affecting only individual members; (c) Plaintiffs have and will fairly and adequately protect the interests of the Settlement Class; and (d) a class action is an appropriate method for the fair and efficient adjudication of the controversy.

8. The following are appointed as Class Representatives of the Settlement Class: Angela Barnes, Gayle Greenwood, Jamie Blankenship, and Dominic Siebert.

9. The Court confirms the following as Class Counsel: Stuart L. Cochran of Steckler Gresham Cochran PLLC, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson and Nelson, Attorneys at Law, P.C.

10. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class Members, and is approved in all respects in accordance with 735 ILCS 5/2-806.

11. The Settlement was negotiated at arm's-length by experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions. The Settlement was reached after the Parties engaged in extensive negotiations and a mediation with Rodney Max. Class Counsel and Defendants' Counsel are therefore well positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

12. Notice to the members of the Settlement Class required by 735 ILCS 5/2-803 has been provided as directed by this Court in the Preliminary Approval Order, and such notice having constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the members of the Settlement Class, and

satisfied the requirements of Illinois law, and all other applicable laws.

13. Plaintiff and Defendant are directed to promptly consummate the Settlement in accordance with the Settlement Agreement and all of its terms.

14. The Settlement shall not be deemed to constitute an admission or finding of liability or wrongdoing on the part of the Defendant, or any of the Plaintiffs, Settlement Class Members, or Released Parties.

15. The Action is hereby dismissed, with prejudice, on the merits, as against all Plaintiffs and all members of the Settlement Class, on the terms and conditions set forth in the Settlement Agreement, and without costs to any party except as provided herein and in the Settlement Agreement.

16. Upon the Effective Date, each Plaintiff, each Settlement Class Member, and each Releasing Party shall be deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties in the manner(s) set forth in Paragraph XII of the Settlement Agreement.

17. Upon the Effective Date, each Plaintiff, each Settlement Class Member, and each Releasing Party shall be permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims.

18. A Service Award is hereby awarded to the following Class Representative(s) in the amount of \$2,000 each: Angela Barnes, Gayle Greenwood, Jamie Blankenship, and Dominic Siebert. Defendant shall pay these Service Awards to the Class Representatives as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

19. Class Counsel are hereby awarded (i) attorneys' fees and (ii) reimbursement of their reasonable expenses in the amount of \$987,500.00. Class Counsel shall provide to Defendant in a timely manner all information necessary to enable Defendant to make the payment in the time required.

20. The award of attorneys' fees to Class counsel shall be allocated among Class counsel in a fashion that, in the opinion of Class Counsel, fairly compensates them for their respective contributions in the prosecution of the Action. In making its award of attorneys' fees and reimbursement of expenses, in the amounts described in paragraph 19, above, the Court has considered and finds as follows:

- a. The Settlement has provided significant relief to the Settlement Class.
- b. The Settlement Notice was published to putative Settlement Class members. There were no objections to or opt-outs from the Settlement.
- c. Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy on behalf of Plaintiff and the Settlement Class as a whole.
- d. The Action involves complex factual and legal issues and, in the absence of Settlement, would involve further lengthy proceedings and uncertain resolution of such issues.
- e. Had the Settlement not been achieved, there would remain a significant risk that the Settlement Class may have recovered less or nothing from the Defendant, and that any recovery would have been significantly delayed.
- f. The amount of attorneys' fees and reimbursable expenses awarded to Class counsel is fair and reasonable and in accordance with Illinois Supreme Court precedent. Given the skills required to prosecute this case, the experience, reputation, and ability of Class Counsel, the fact that the fees were always contingent, and that the fee is not disproportionately excessive in light of the benefits conferred on the Members of the Settlement Class, the Court finds that the fee is appropriate, fair, and reasonable.

21. The Defendant and the Released Parties shall not be liable for any additional fees

or expenses for Class Counsel or counsel of any Plaintiff or Settlement Class Member in connection with the Action, beyond those expressly provided in the Settlement Agreement.

22. By reason of the Settlement, and approval hereof, there is no just reason for delay and this Final Order and Judgment shall be deemed a final judgment pursuant to Rule 735 ILCS 5/2-805 of the Illinois Rules of Civil Procedure.

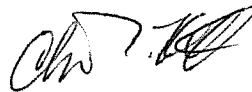
23. Jurisdiction is reserved, without affecting the finality of this Final Approval Order and Judgment, over:

- a. Effectuating the Settlement and the terms of the Settlement Agreement, including the payment of Plaintiffs' counsel's attorneys' fees and reimbursement of expenses, including any interest accrued thereon;
- b. Supervising all aspects of the administration of the Settlement;
- c. Determining whether, in the event an appeal is taken from any aspect of this Final Approval Order and Judgment, notice should be given at the appellant's expense to some or all Settlement Class Members apprising them of the pendency of the appeal and such other matters as the Court may order;
- d. Enforcing and administering the Settlement Agreement and the Settlement including any releases executed in connection therewith, and the provisions of this Final Approval Order and Judgment;
- e. Adjudicating any disputes that arise under the Settlement Agreement; and
- f. Any other matters related or ancillary to the foregoing.

24. The above-captioned Action is hereby dismissed in its entirety with prejudice.

SO ORDERED, ADJUDGED AND DECREED.

Dated: December 4, 2017



JUDGE OF THE CIRCUIT COURT