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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

SCOTT KOLLER, CAROLYN BISSONETTE, CECE CASTORO, STEPHEN FREIMAN, DIANE GIBBS, DARLENE WILLIAMS, and ROBERT GLIDEWELL, on behalf of themselves, the general public and those similarly situated,

Plaintiffs,

v.

MED FOODS, INC., and DEOLEO USA, INC.

Defendants.

CASE NO. 14-cv-2400 (RS)

PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS

Date: August 9, 2018
Time: 1:30 p.m.
Dept: Courtroom 3, 17th Floor
Judge: Hon. Richard Seeborg

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I. INTRODUCTION

Although class notice was viewed millions of times, the settlement website was visited by over 317,522 people, and nearly 171,121 claims have been filed to date, there have been only 60 opt-outs and two objections. (Declaration of Troy Walitsky ("Walitsky Decl."), ¶¶ 3-6.) This overwhelmingly positive response weighs strongly in favor of final approval of the settlement and the requested fees, costs and incentives. *See In re Mego Financial Corp. Securities Litigation*, 213 F.3d 454, 459 (9th Cir. 2000) (low number of objectors and opt-outs supports trial court's finding that settlement was "fair, adequate and reasonable"); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (same). To date, with time still remaining in the claims period, Class Members have already submitted claims amounting to $1,556,186. (Walitsky Decl., ¶ 5.) And pursuant to the Settlement, these claims are further entitled to a pro rata increase of up to five times the initial amount. (Dkt. 144-4 ¶ 3.4.) While the exact amount of the increase will be determined after all claims have been received, all Class Members who made valid claims will receive not only their full baseline amount, but will have those amounts multiplied. Plaintiffs' requests for attorneys' fees, expenses, and incentive awards should be granted as these payments will not dilute Class Members' baseline recoveries.

Regarding the two objections, both were filed by professional objectors, who are members of two different families of objectors. The first was filed by Justin Ference, a member of "a family of professional objectors," *Retta v. Millennium Prod., Inc.*, No. CV15-1801 PSG AJWX, 2017 WL 5479637, at *7 (C.D. Cal. Aug. 22, 2017), and his serial professional objector counsel Caroline Tucker. Just as other courts have expressed concerns about Ference/Tucker, this Court too should have "serious concerns about the legitimacy of both their arguments and their motives." *In re Honest Mktg. Litig.*, No. 16-cv- 01125, 2017 WL 8780329, at *2 (S.D.N.Y. Dec. 8, 2017) (quoting *Goldemberg v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-0373, Dkt. No. 132 (S.D.N.Y. Nov. 1, 2017)). In any event, as discussed herein, Ference's boilerplate objections are conclusory, meritless and not a barrier to settlement. Additionally, because Tucker and Ference willfully refused to comply with the informational requirements for objecting to the Settlement, the Ference objection should be stricken.

The second objection was filed *pro se* by Wanda Cochran, another professional objector and member of the Cochran family of objectors. *See* https://www.serialobjector.com/search?q=cochran

(last visited July 25, 2018) (chronicling objections by Wanda Cochran, Zachary Cochran, Jennifer Cochran, Sean Cochran, Anne Cochran, Edward Cochran, and George Cochran). It advances a single meritless objection only as to the fee application. It also should be rejected both on the merits, as well as because Ms. Cochran did not file a claim and thereby does not have standing to object.

As Plaintiffs have demonstrated that this settlement is fair, reasonable, and adequate, and that the fee request is justified. Final approval should thus be granted.

II. ARGUMENT

A. Ference's Objections Should Be Overruled

1. Ference and His Attorney Are "Serial" or "Professional" Objectors.

Before turning to the substance of Ference's objections, which are meritless, both Ference and his counsel, Caroline Tucker, have been recognized by courts to be "serial" or "professional" objectors to class settlements. "[P]rofessional objectors can levy what is effectively a tax on class action settlements, a tax that has no benefit to anyone other than to the objectors. Literally nothing is gained from the cost: Settlements are not restructured and the class, on whose benefit the appeal is purportedly raised, gains nothing." *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 281 F.R.D. 531, 533 n.3 (N.D. Cal. 2012) (quoting *In re Checking Account Overdraft Litigation,* 830 F.Supp.2d 1330, 1361, n. 30 (S.D. Fla. 2011)) (discussing objector who challenges settlements and file appeals to settlement approval "and does not do so to effectuate changes to settlements, but does so for his own personal financial gain"). *See also Dennis v. Kellogg Co.*, 2013 WL 6055326, at *4 n.2 (S.D. Cal. Nov. 14, 2013) ("when assessing the merits of an objection to a class action settlement, courts consider the background and intent of objectors and their counsel, particularly when indicative of a motive other than putting the interest of the class members first") (citations and quotes omitted).

Ms. Tucker has been criticized as a "serial professional objector[] to class settlements, raising serious concerns about the legitimacy of both [her] arguments and [her] motives." *In re Honest Mktg. Litig.*, 2017 WL 8780329, at *2 (citation omitted). And as the Central District of California has observed, "Ference appears to be part of a family of professional objectors." *Retta*, 2017 WL 5479637, at *7 (citing additional rejected objections of Justin Ference, in addition to overruled objections of

Brittany Ference and David Jay Ference).[1] The court in *Retta* easily rejected Ference's objection, finding that he raised a factually incorrect and "boilerplate" attack on the settlement. *Id.* at *8.

Finally, Ference's claim regarding his Bertolli purchases is suspect on its face. According to his claim on the settlement fund, he purchased four bottles of Bertolli Extra Virgin Olive Oil in February 2018. (Dkt. 162 at 10.) Four olive oil purchases in a single month (with no accompanying purchases at any other time in the Class Period) is, to put it mildly, odd. To the extent the Court does not strike Ference's objection, as is appropriate due to his and his counsel's willful failure to provide required information, *see* Section II.A.8, *infra*, Plaintiffs seek leave to take discovery from Ference on his claimed purchases.

2. Ference References *In re Hyundai* With No Additional Analysis

As to his specific objections, Ference first references, without any accompanying analysis, boilerplate case law discussing the Court's role with respect to settlement approval and pastes a block quote from *In re Hyundai and Kia Fuel Econ. Litig.*, 881 F.3d 679, 690-691 (9th Cir. 2018), which extends across three pages of his objection. (Dkt. 162 at 1-4.) While he asserts that "the Court must consider the varying state laws that may apply and ensure that predominance is not defeated" (id. at 2), this Court already completed its consideration of those laws in its order certifying the Settlement Classes and granting preliminary approval. (Dkt. 155 at 3.) Moreover, as Ference seemingly asserts that a nationwide class cannot be certified, it is his burden to identify the material variations in state laws that "make a difference in this litigation." *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 591 (9th Cir. 2012). Ference of course has not done so. His objection fails to identify a single variation in the underlying state laws, much less a material one, to warrant de-certifying the nationwide settlement class, nor does he provide any other reason to revisit that decision.

[1] One of the Class Counsel law firms (Tycko & Zavareei LLP) is currently seeking approval of a settlement before the Northern District of Ohio and is facing an objection by seemingly *another* member of the Ference Objector Family (Sheila Ference), which was filed just three days before the Ference objection herein. *See Meta v. Target Corp.*, No. 4:14-cv-00832-DCN, Dkt. 173 (N.D. Ohio filed July 9, 2018).

3. Ference's Challenges to the Proposed *Cy Pres* Distribution Are Meritless

Ference next makes multiple arguments regarding the proposed *cy pres* distribution. (Dkt. 162 at 4-5.) Ference first proposes that after an initial distribution to Class Members, rather than providing additional funds to *cy pres*, an additional distribution should be made to the Class Members. (*Id.* at 4.) But, like in *Zepeda v. Paypal, Inc.*, "[t]he Settlement [does exactly this, it] provides for the upward proration of payments to Claims Class members [up to a maximum of five times of $25] to ensure the maximum possible relief for Settlement Class Members." No. C 10-2500 SBA, 2015 WL 6746913, at *3 (N.D. Cal. Nov. 5, 2015). And although the claims period will remain open through 30 days following final approval of the Settlement, Angeion has already received 171,121 claims through July 20, 2018. (Walitsky Decl., ¶ 5.) Given the amount of claims, after subtracting from the $7 million monetary Settlement fund costs of notice and claims administration (currently $432,700 and projected to increase), and Plaintiffs' proposed attorneys' fee ($2.1 million), expenses ($146,720.58), and incentive awards ($11,000, in total), there is unlikely to be any remaining funds after distribution to the Class Members except those from uncashed checks, the amount of which is expected to be *de minimis* and thus it would not be feasible to distribute those remaining funds to the Settlement Class. *See id.* (discussing maximum distribution to Class Members of over $5.575 million after pro rata increases). Consequently, distribution of any residual funds to the proposed *cy pres* recipients is appropriate, and Ference's objection on that ground should be rejected. *See Zepeda*, 2015 WL 6746913, at *3 (approving *cy pres* distribution of leftover funds from uncashed checks); *see also Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 679 (N.D. Cal. 2016) (same); *McCabe v. Six Continents Hotels, Inc.*, No. 12-cv-04818-NC, 2016 WL 491332, at *3 (N.D. Cal. Feb. 8, 2016) (same).

Ference next claims—without any factual basis—that "[t]he proposed cy pres beneficiaries are not aligned with the underlying claims of the class action." (Dkt. 162 at 4-5.) However, his unsupported claim is again directly contrary to the record in this case. Indeed, Plaintiffs provided declarations from representatives from each of the proposed organizations discussing their efforts in the areas of false and misleading food labeling. (*See* Dkts. 160-5, 160-6.) Ference makes no argument to rebut the information provided regarding Consumers Union and the Center for Food Safety. And both organizations have been approved as *cy pres* recipients in the past by courts in this Circuit. (*Id.*) His objection on this ground should therefore be overruled as well.

4. Ference's Boilerplate Objection Related to Attorneys' Fee Percentages and Multipliers Are Not Applicable Here

Ference next claims that the Court should not apply a multiplier, and that it should not award "30% of the entire settlement" as attorneys' fees. (Dkt. 162 at 5.) The objection is factually and legally baseless.

First, Ference is incorrect that Class Counsel seek a multiplier. Rather, Class Counsel's lodestar through the date of its final approval motion *exceeds* the requested level of attorneys' fees, thus resulting in a discount or "*negative"* multiplier of 0.94. (Dkt. 160 at 17-22). Ference's factually incorrect, boilerplate objection on this point appears to be nothing more than a cut-and-paste from a previous objection by him and/or his professional objector counsel.

Second, Ference also incorrectly characterizes Class Counsel's fee request as "30% of the *entire* settlement." (Dkt. 162 at 5 (emphasis added).) Here, Plaintiffs' expert has calculated the value of Defendant's label change to be worth $68.3 million, bring the total value of the settlement to $75.3 million, when including monetary relief. Class Counsel's fee request thus equates to 30 percent of the *monetary* relief, but it accounts for only 2.8% of the total settlement value when accounting for this additional injunctive relief. Ference further errs in ignoring well-settled Ninth Circuit case law, which recommends that courts to take into account both *monetary* and *non-monetary* benefits in making an attorneys' fee award. *E.g.*, *Allen v. Bedolla*, 787 F.3d 1218, 1225 (9th Cir. 2015) (explaining that "express findings about the value of injunctive relief" should be used to support a fee award); *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (noting that plaintiffs' attorneys should be compensated for having obtained a "judicially-enforceable agreement" requiring the defendant to change its practices); *Pokorny v. Quixtar, Inc.,* 2013 WL 3790896, *1 (N.D. Cal. July 18, 2013), *appeal dismissed* (Sept. 13, 2013) ("The court may properly consider the value of injunctive relief obtained as a result of settlement in determining the appropriate fee."); *Miller v. Ghirardelli Chocolate Co.*, No. 12-cv-04936-LB, 2015 WL 758094, at *4-5 (N.D. Cal. Feb. 20, 2015) (considering value of label changes when awarding fees in common fund case). (*See also* Dkt. 160 at 16-17.) Instead, Ference simply ignores this additional component of relief to the Class, which is significant. Indeed, even if the Court valued the injunctive relief as only ten percent of the value attributed by Plaintiffs' expert, Class Counsel would still be seeking well below 25 percent of the total settlement value as their attorneys' fees. (*Id.* at 16-17 & n.6.)

See also, e.g., *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir. 2003) (holding that even if the value to the class cannot be "accurately ascertained," the district court still "should consider the value of the injunctive relief as a 'relevant circumstance'" in its fee determination) (quoting *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1049 (9th Cir. 2002)).

Finally, Ference is incorrect in insinuating that the "benchmark" is a bright-line rule. Rather, the 25% benchmark is merely "a starting point for analysis [and] may be inappropriate in some cases." *Vizcaino*, 290 F.3d at 1048. Here, as there is valuable injunctive relief, and an excellent settlement resulting in class members receiving far in excess of what they would obtain at trial, 30% is fair and consistent with other food labeling class actions in this district. *See, e.g.*, *Miller,* 2015 WL 758094 at *4-5 (awarding fees equal to 30% of common fund and 8.9% of overall value of settlement); *Johnson v. Gen. Mills, Inc.*, 2013 WL 3213832, at *6 (C.D. Cal. June 17, 2013) (awarding fees 30% of common fund).

5. Ference's Challenge to the Detail Provided Related to Class Counsel's Billing Records Should Be Rejected

Ference next levies another unsupported challenge to the level of detail provided in Class Counsel's attorneys' fee application. (Dkt. 162 at 5.) But again, there are indications that this is a boilerplate objection, as all the information Ference complains is lacking is, in fact, provided in Plaintiffs' Motion for Final Approval. (Dkt. 160.)

First, Ference is incorrect that the declarations submitted by Class Counsel "only tell the Court the total amount of time spent on the case multiplied by the person's rate." (*Id.*) To the contrary, Class Counsel provided lengthy narratives detailing the work performed by the two law firms in this case. (*See* Dkts. 160-1, 160-2.) While arguing that "[t]he Court should also ensure that the requested rates are reasonable within this District" (Dkt. 162 at 5), Ference ignores case law Plaintiffs provided supporting that very proposition. (Dkt. 160 at 20-21.) Indeed, Plaintiffs cited to two court opinions approving Class Counsel's fees and rates in other deceptive labeling cases against olive oil companies. *See Kumar v. Salov N.A., Corp.*, No. 14-CV-2411-YGR, 2017 WL 2902898, at *7 (N.D. Cal. July 7, 2017); *Kumar v. Safeway, Inc.*, No. RG14726707 (Cal. Super., Alameda Cnty.).

In any event, while Ference's argument is entirely unsupported, there is no need for this Court to review of Class Counsel's contemporaneous billing records. When making a percentage-based

award, courts are not required to examine Class Counsel's lodestar at all. *In re Google Referrer Header Privacy Litig.*, 869 F.3d 737 (9th Cir. 2017) (noting that district court was not required to do a lodestar method cross-check); *Yamada v. Nobel Biocare Holding AG*, 825 F.3d 536, 547 (9th Cir. 2016) ("[A] cross-check is entirely discretionary . . . ."). However, should the Court choose to conduct a cross-check, Class Counsel has provided the Court with sufficient information to do so.[2] Thus, Ference's objection on this ground should be dismissed.

6. Costs of Class Notice and Settlement Administration Are Properly Included in the Settlement Fund for Purposes of an Attorneys' Fee Calculation

Ference next argues, referencing only Seventh Circuit law that is inapplicable here, that costs related to settlement administration should not be included when calculating the benefit to the Classes. (Dkt. 162 at 6.) Again, Ference's argument is frivolous, as the Ninth Circuit has foreclosed this argument, holding in *In re Online DVD-Rental Antitrust Litigation* that it was reasonable for a district court to include costs of notice and administration (in addition to litigation expenses) in the total settlement fund, prior to considering the appropriate amount of attorneys' fees to award. 779 F.3d 934, 953 (9th Cir. 2015). The Ninth Circuit approved of the lower court's findings that such costs are a benefit to the class: "Indeed, the court explicitly explained how administrative costs in particular make it possible to distribute a settlement award 'in a meaningful and significant way.' Similarly, notice costs allow class members to learn about a settlement and litigation expenses make the entire action

[2] *E.g.*, *Perkins v. Linkedin Corp.*, No. 13-CV-04303-LHK, 2016 WL 613255, at *17 (N.D. Cal. Feb. 16, 2016), *appeal dismissed* (Aug. 16, 2016) ("In sworn declarations, Class Counsel has provided detailed summaries of their time, demonstrating both the number of hours spent by specific individuals on the necessary work, and the nature of the work performed. Class Counsel's submission, under the circumstances of this case, is sufficient for the Court to cross-check Class Counsel's lodestar."); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 264 (N.D. Cal. 2015) ("Class counsel did not submit billing records to substantiate their assertions about the hours worked; rather, they have submitted only their sworn, written descriptions detailing the projects and tasks each lawyer completed. . . . Given the sworn declarations that counsel submitted describing each of their tasks, and in light of the complex nature of a class action lawsuit and the favorable result obtained, the Court accepts class counsel's explanation of fees as reasonable. This is especially true where, as here, the Court is not using the lodestar to determine the actual amount of fees to be awarded, but rather merely as a cross-check to the percentage-of-the-fund amount sought."). Further, attached to this Reply are the Supplemental Declarations of Hassan Zavareei and Adam Gutride, which document additional time expended by Class Counsel (and resulting attorneys' fees) since the time calculated in the declarations in support of final approval.

possible." *Id.* (quoting district court). In any event, even if the Court were to exclude costs of notice and administration (it should not), Ference also ignores that the value of injunctive relief causes Class Counsel's attorneys' fee request to come in well below 25 percent of the total settlement fund. *See* Section II.A.4, *supra*. Thus, Ference's boilerplate argument to the contrary here should be rejected.

7. There Was No Collusion, Nor Does Ference Suggest That There Was

Ference next argues, again with no reference to the facts of this case or Settlement, that the Court should evaluate the Settlement for "any potential collusion between class counsel and defendant." (Dkt. 162 at 6.) However, as Class Counsel reported in the final approval motion, the Settlement only occurred after contested class certification proceedings and many months of arms'-length negotiations, including a full-day mediation before an experienced, well-respected mediator, Magistrate Judge Edward Infante (retired) at JAMS in San Francisco, California. (*See* Dkt. 160 at 9; *see also* Dkt. 144-3 ¶ 7.) Ference references *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011), for his collusion argument, but the Ninth Circuit has made clear that the *Bluetooth* standards do not apply when a case settles after a contested class is certified. *See In re Ferrero Litig.*, 583 F. App'x 665, 668 (9th Cir. 2014) ("Here, by contrast, settlement was reached after class certification, through settlement conferences with judicial officers, and produced both monetary and injunctive relief for the class. These differences ameliorate the concerns regarding collusion expressed by the *Bluetooth* court."); *Allen*, 787 F.3d at 1224 (same); *see also, e.g.*, *Todd v. STARR Surgical Co.*, CV 14-5263 MWF (GJSx), 2017 WL 4877417, at *2 (C.D. Cal. Oct. 24, 2017) ("The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.") (quoting *Satchell v. Fed. Express Corp.*, No. C 03 2878 SI, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007)).

Moreover, even if the *Bluetooth* factors were relevant here, Ference says nothing to dispute the propriety of the parties' negotiations, nor does he even identify why this settlement could run afoul of *Bluetooth*.[3] While Class Counsel agrees that the Court should satisfy itself that the Settlement was non-

[3] In *Bluetooth*, the Ninth Circuit identified possible signs of collusion the district court should examine to ensure a fair pre-certification settlement, including (1) class counsel receiving a "disproportionate share ***of the settlement***," (2) "a clear sailing agreement that carries the potential of enabling a defendant to pay class counsel ***excessive fees and costs*** in exchange for . . . accepting an unfair settlement" and (3) a "kicker," i.e., ***a common fund settlement*** in which fees not awarded revert to defendant ***instead of remaining in the fund*** for benefit of class members. *Id.* at 947 (citations and quotation marks omitted) (emphasis added). Here, Class Counsel's fees are in propotion to class

collusive, the Court should have little difficulty doing so given that the Settlement was reached after hard-fought discovery and contested class certification proceedings, and that it is one of the larger common fund settlements for a food labeling case of which Class Counsel is aware. Thus, Ference's boilerplate claims regarding collusion should likewise be set aside.

8. The Informational Requirements Required of Objectors Are Proper

Finally, Ference claims that the information requested of objectors has burdened the right of objection. (Dkt. 162 at 6-7.) But as the long-form notice set forth, the information required of objectors was clear and simple as follows:

> (1) the case name and number *Koller v. Deoleo*, Case No. 3:14-cv-02400-RS (N.D. Cal.); (2) your name, address, and telephone number; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed statement of your objection(s), including the grounds for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the final approval hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection.

(Dkt. 144-4 at 54-55.) Courts routinely approve of nearly identical informational requirements. *E.g.*, *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2017 WL 3730912, at *2-3 (N.D. Cal. Aug. 25, 2017) (holding that notice satisfies due process where objectors were required to include information similar to that requested here); *In re HP Sec. Litig.*, No. 3:12-CV-05980-CRB, 2015 WL 4477936, at *3 (N.D. Cal. July 20, 2015) (approving class notice requiring nearly identical objector information); *In re SunPower Sec. Litig.*, No. CV 09-5473-RS, 2013 WL 12177079, at *3 (N.D. Cal. Mar. 25, 2013) (same). Thus, this boilerplate criticism should similarly be overruled.

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recovery, and no money will revert to Defendants. While there is a "clear sailing" agreement, such a provision is standard in settlements. In fact, Plaintiff is unaware of any court rejecting final approval of a settlement as collusive under this *Bluetooth* factor alone. *Cf. Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 291 (6th Cir. 2016) ("Though some courts have 'disfavored' clear sailing agreements and kicker clauses, their inclusion absent more—as is the case here—does not show that the court abused its discretion in approving the settlement.").

Indeed, because Ference refused to provide some of the required information, Plaintiffs submit that this Court should strike Ference's objection, as other courts have stricken similarly deficient objections in the past. For example, in *In re Flonase Antitrust Litig.*, "[t]he notice that was approved in [the court's] preliminary approval order inform[ed] class members that they must file with their objection proof of membership in the class." 291 F.R.D. 93, 99 (E.D. Pa. 2013). In light of that, the court struck the objections of class members who did not provide such proof. *Id.* at 100; *see also, e.g.*, *Champs Sports Bar & Grill Co. v. Mercury Payments Sys., LLC*, No. 1:16-CV-00012-MHC, 2017 WL 5184788, at *1 (N.D. Ga. Aug. 31, 2017) (striking an objection "because of [objector's] willful refusal to comply with the requirements of the Preliminary Approval Order"); *San Francisco NAACP v. San Francisco Unified Sch. Dist.*, 59 F. Supp. 2d 1021, 1033 (N.D. Cal. 1999) (striking objections that "fail to comply with the requirements of the notice"). Similarly, in *In re Am. Family Enters.*, the court struck down objections filed after the objection deadline where the notice packet explicitly informed class members of the objection deadline. 256 B.R. 377, 422 n.2 (D.N.J. 2000).[4]

In any event, for all the reasons discussed herein, Ference's objection should be rejected in its entirety on the merits, as well.

B. Cochran's Objection Should Be Overruled

Objector Wanda Cochran's single-page objection to Plaintiffs' fee application should likewise be rejected in its entirety.

First, Cochran did not submit a claim in this settlement. (Walitsky Decl., ¶ 7.) Thus, she does not have standing to challenge the attorneys' fee award, as any modification to the fee award would not benefit her. *See Knisley v. Network Assocs., Inc.*, 312 F.3d 1123, 1126-27 (9th Cir. 2002) (holding that "where a class member refuses to participate in the settlement and appeals only the fee award, serious

[4] Other courts simply refuse to consider the merits of objections that fail to comply with a notice's procedural requirements—which is tantamount to striking the objection. *See., e.g.*, *Perkins*, 2016 WL 613255, at *3 & n.2 ("refus[ing] to consider" 50 objections that "lacked some of the information required by the Court's order granting preliminary approval"); *Zakskorn v. Am. Honda Motor Co.*, No. 2:11-CV-02610-KJM, 2015 WL 3622990, at *5 (E.D. Cal. June 9, 2015) ("The court need not consider objections that do not comply with all of the requirements set forth in the Notice of Settlement"); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. MDL 3:07-md-1827 SI, 2011 WL 7575004, at *3 (N.D. Cal. Dec. 27, 2011) (refusing to consider untimely objection); *In re UnitedHealth Grp. Inc. Shareholder Derivative Litig.*, 631 F. Supp. 2d 1151, 1158 n.6 (D. Minn. 2006) (same); *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL 1594403, at *10 n.9 (C.D. Cal. June 10, 2005).

standing issues arise," and objector lacks standing because he "has failed to show that the relief he seeks will redress the injury he claims to have suffered"). Thus, her objection should be stricken.

Moreover, like Ference, Cochran is a serial objector whose objections have been repeatedly rejected by other district courts. *E.g.*, *Demmick v. Cellco Partnership*, No. 06-2163 (JLL), 2015 WL 13643682 (D.N.J. May 1, 2015); *Volz v. Coca Cola Co.*, No. 1:10cv879, 2015 WL 13648577 (S.D. Ohio Mar. 30, 2015). Also like Ference, Cochran appears to be a member of a family who makes objecting to class action settlements a family business. *See* https://www.serialobjector.com/search?q=cochran (last visited July 25, 2018) (chronicling objections by Wanda Cochran, Zachary Cochran, Jennifer Cochran, Sean Cochran, Anne Cochran, Edward Cochran, and George Cochran). And, curiously, although Cochran's objection lists a home address in Streedsboro, Ohio (Dkt. 161), the envelope in which she mailed her objection is postmarked Oakland, California (Dkt. 161-1), so there appears to be the possibility that Cochran did not even mail her objection and is being assisted by some unnamed actor.

In any event, the only argument Cochran advances is that Class Counsel should be awarded 25 percent of the monetary value of the settlement fund as attorneys' fees, rather than 30 percent. (Dkt. 161.) Like Ference, Cochran ignores the non-monetary component of the Settlement and case law permitting larger fee awards in cases such as this one. *See* Section II.A.4, *supra*. Moreover, none of her "objections" merit a response; not only are they unexplained and unsupported; but they do not undermine or diminish the fairness of the settlement. *See Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 20 (N.D. Cal. 1980) ("This Court thus finds it impossible to respond to his objection in any way other than dismissing it for lack of support."). Therefore, Cochran's objection should be overruled.

III. CONCLUSION

For the foregoing reasons and those set forth in Plaintiffs' Motion, Plaintiffs request that the Court enter final judgment certifying the settlement class and approving the settlement, grant Plaintiffs' application for incentive awards, and award Class Counsel $2,100,000 in attorneys' fees and $146,720.58 in costs.

Dated: July 26, 2018

Respectfully submitted,

TYCKO & ZAVAREEI LLP

By: /s/ Hassan A. Zavareei
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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

SCOTT KOLLER, CAROLYN BISSONETTE, CECE CASTORO, STEPHEN FREIMAN, DIANE GIBBS, DARLENE WILLIAMS, and ROBERT GLIDEWELL, on behalf of themselves, the general public and those similarly situated, Plaintiffs, v. MED FOODS, INC., and DEOLEO USA, INC. Defendants.	CASE NO. 14-cv-2400 (RS) **DECLARATION OF SETTLEMENT ADMINISTRATOR**

I, TROY WALITSKY, hereby declare under penalty of perjury as follows:

1. I am a project manager at the class action notice and settlement administration firm, Angeion Group, LLC ("Angeion"). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. The purpose of this declaration is to supplement Angeion's declaration filed on June 28, 2018, as docket number 160-3, and to provide the Court with an update on the number and dollar amount of claims received to date, pursuant to the Court's Order Granting Motion for Preliminary Approval of Settlement, filed on April 16, 2018, and the Court's Further Order re Preliminary Approval of Class Action Settlement, Setting Dates for Final Approval, filed on April 24, 2018.

SETTLEMENT WEBSITE

3. On May 17, 2017, Angeion established the following website devoted to this Settlement: www.oliveoilsettlement.com. The Settlement Website contains general information about the Settlement, Court documents, a downloadable Claim Form, a downloadable and HTML searchable Long-Form Notice, and important dates and deadlines pertinent to this Settlement. Settlement Class Members can send an email to a dedicated email address, info@oliveoilsettlement.com, with questions pertaining to the Settlement.

4. As of July 23, 2018, the Settlement Website has had 317,522 unique visitors, totaling 2,259,735 page-views.

CLAIM FORM SUBMISSIONS

5. The deadline for Settlement Class Members to submit a Claim Form is 30 days after Final Approval is granted. As July 20, 2018, Angeion has received 171,121 Claim Form submissions totaling 1,087,452 products claimed based on those submissions. The total minimum value for the products claimed on the claim form submissions is $1,556,186. The capped total maximum value for the products claimed on the claim form submissions is $5,575,833. Please note: These totals are subject to final review and audits, including documentation review for documented purchases,

as well as duplicate and anti-fraud audits, which will be conducted at the conclusion of the Claim Form deadline. Angeion will continue to keep the Parties apprised of the number of Claim Form submissions through the Claim Form deadline.

REQUESTS FOR EXCLUSION & OBJECTIONS

6. The deadline to request exclusion from the Settlement or to object to the Settlement was July 12, 2018. As of July 20, 2018, Angeion has received 60 requests for exclusion. Those exclusions were previously reported in Angeion's declaration filed on June 28, 2018 and that list is also attached hereto as Exhibit "A". Angeion shall inform the parties of any requests for exclusion received after the date of this declaration.

7. As of July 20, 2018, Angeion has not received any objections mailed directly to Angeion. The Parties informed Angeion that two objections to the Settlement were filed with the Court as docket numbers 161 and 162, respectively. As of July 24, 2018, objector Wanda J. Cochran had not submitted a claim form.

ADMINISTRATION COSTS

8. Through June 2018, Angeion has incurred approximately $432,700.00 in administration costs. Angeion will keep the Parties apprised of additional administration expenses incurred, including the cost to distribute settlement benefits to eligible class members, once that final count is known.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: July 26, 2018

TROY WALITSKY

Exhibit A

NUMBER	NAME
1	ALEX PARK
2	ANNETTE MILLER
3	ANTONIA RODRIGUEZ
4	AUDREY VANG
5	BETTY STREETER
6	BONNIE JONES
7	BRITTAINY JOHNSON
8	CATHERINE TAYLOR
9	CHRISTINE BOWIE
10	CHRISTOPHER AKINYEMI
11	CRYSTAL POORE
12	DAN PFLEEGOR
13	DON PHILLIPS
14	FAY WILLIAMS
15	GLORIA JONES
16	IRVIN BOHRER
17	JACLYN TRIBBEY
18	JERI E GRIFFIN
19	JESSICA BREHM
20	JESUS DEJESUS
21	JOE TARANTINO
22	JOHN TAYLOR
23	JON HENDERSON
24	JOYCE MAZZA
25	JUANITA ROMO
26	KARAUNDA FREDERICK
27	KENYETTA RICHARD
28	KIRTI PATEL
29	KRISTY SHIPP
30	LARRY ROWAN
31	LASHON JONES
32	LAURIEANN MALONEY
33	LYNN LOCASCIO
34	MARGARET MARSHALL
35	MARY KOSKI
36	MARY RODRIGUEZ
37	MELISSA HAMMONS
38	MICHELE DENILLO
39	MICHELLE BLAKENEY
40	MILO ROLAND
41	MIYELIN DELGADO
42	NICHOLAS COOK
43	PAT TROTTER
44	QUEEN KING
45	ROSEMARY WILLIAMS HENDRICKS
46	SABRINA ZUNIGA

NUMBER	NAME
47	SANDRA SANDERSON
48	SARAH WEBB
49	SHAKILA WALKER
50	SHERRY MEADOWS
51	SUSAN CZAP
52	SYLVIA CALLEROS
53	TANISHA WALKER
54	TINA EVETTE MENDOZA
55	TONYA BAXTER
56	TRACEY PATHAMMAVONG
57	TRENA MCGREGORY
58	TRICHEL WILLIAMS
59	TUAN PHAM
60	WILLIAM DAKER

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Attorneys for Plaintiffs and the Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SCOTT KOLLER, CAROLYN BISSONETTE, CECE CASTORO, STEPHEN FREIMAN, DIANE GIBBS, DARLENE WILLIAMS, and ROBERT GLIDEWELL, on behalf of themselves, the general public and those similarly situated,

Plaintiffs,

v.

MED FOODS, INC., and DEOLEO USA, INC.

Defendants.

CASE NO. 14-cv-2400 (RS)

SUPPLEMENTAL DECLARATION OF HASSAN A. ZAVAREEI IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS

Date: August 9, 2018
Time: 1:30 p.m.
Dept: Courtroom 3, 17th Floor
Judge: Hon. Richard Seeborg

I, Hassan Zavareei, declare as follows:

1. I am a member of this Court and attorney of record for Plaintiffs Koller, Bissonette, Castoro, Freiman, Gibbs, Williams, and Glidewell this action. I make this declaration of my own personal knowledge and could testify competently to the facts stated herein.

2. Between June 29, 2018 and July 25, 2018, my firm has spent approximately another 30 hours working on this case, which includes time spent preparing Plaintiff's motion for final approval and this reply and working with the claims administrator to process claims. In particular, I spent 3.1 hours, Anna Haac has spent 4.7 hours, Andrew Silver has spent 19.1 hours, and Nathan Laporte has spent 3.2 hours. Thus the updated totals for my firm as follows:

Attorney (Position)	Hours	Rate	Total
Hassan Zavareei (Partner)	184.50	$864.00	$159,408.00
Anna Haac (Partner)	59.20	$717.00	$42,446.40
Jeffrey Kaliel (Partner)	3.20	$717.00	$2,294.40
David Lawler (Counsel)	125.75	$717.00	$90,162.75
Andrew Silver (Associate)	459.60	$440.00	$202,224.00
Katherine Aizpuru (Associate)	9.90	$440.00	$4,356.00
Lauren Kelleher (Associate)	28.40	$359.00	$10,195.60
Michael Brody (Counsel)	52.00	$440.00	$22,880.00
Amy Berkowitz (Paralegal)	16.20	$196.00	$3,175.20
Christina Parel (Paralegal)	2.20	$196.00	$431.20
Sydney Teng (Paralegal)	25.90	$196.00	$5,076.40
Melis Coban (Paralegal)	2.10	$196.00	$411.60
Nathan Laporte (Paralegal)	20.80	$196.00	$4,076.80
Natasha Fletcher (Paralegal)	2.10	$196.00	$411.60
Audrey Abate (Paralegal)	5.00	$196.00	$980.00
TOTAL	**996.85**		**$548,529.95**

3. In addition, in the last month, my firm has incurred approximately $21.39 in additional costs for in-house printing/photocopying and online legal research.

This declaration was executed this 26th day of July, 2018, at Washington, D.C.. I state the foregoing under penalty of perjury under the laws of the United States.

/s/ Hassan A. Zavareei
Hassan A. Zavareei, Esq.

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Attorneys for Plaintiff Scott Koller

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

SCOTT KOLLER, et al., on behalf of themselves, the general public and those similarly situated,

Plaintiffs,

v.

MED FOODS, INC., AND DEOLEO USA, INC.

Defendants.

CASE NO. 14-cv-2400 (RS)

SUPPLEMENTAL DECLARATION OF ADAM J. GUTRIDE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 9, 2018
Time: 1:30 p.m.
Courtroom 3, 17th Floor
Judge: Hon. Richard Seeborg

I, Adam Gutride, declare as follows:

1. I am a member of this Court and attorney of record for Plaintiffs Koller, Bissonette, Castoro, Freiman, Gibbs, Williams, and Glidewell in this action.

2. I am a partner in Gutride Safier LLP ("GSLLP" or "Firm"), which has been appointed Class Counsel in the above-captioned matter. The information below is stated based on personal knowledge. I am competent to testify to the facts set forth below, and if called as a witness and placed under oath, I would testify to those facts.

3. Between June 29, 2018 and July 26, 2018, my firm has spent approximately another 12 hours working on this case, which includes time spent preparing Plaintiff's motion for final approval and this reply, analzying objections, and working with the claims administrator to process claims.In particular, I spent less than 1 hour; Seth Safier spent approximately 3 hours, and Kristen Simplicio spent approximately 8 hours. Thus the updated totals for my firm as follows:

Timekeeper	Hours (Defendant)	Hours (1/3 of OliveOil)	Total Hours	Rate	Total
Adam J. Gutride	322.2	52.9	375.1	$975	$365,722.00
Seth A. Safier	407.3	45.6	452.9	$950	$430,255.00
Kristen Simplicio	932.0	5.8	937.8	$800	$750,240.00
Marie McCrary	46.5	0.1	46.6	$850	$39,581.67
Matt McCrary	125.4		125.4	$775	$97,185.00
Todd Kennedy		20.5	20.5	$850	$17,396.67
Anthony Patek	6.1		6.1	$800	$3,240.00
Ashley Garcia	16.2		16.2	$200	$4,880.00
TOTAL	1827.5	124.8	1952.3		**$1,708,500.34**

4. Colin Weir, Plaintiffs' economics expert, prepared a report in conjunction with Plaintiffs' Motion for Preliminary Approval, however Mr. Weir has not yet provided an invoice for those services.

This declaration was executed this 26th day of July, at Berkeley, California. I state the foregoing under penalty of perjury under the laws of the United States.

/s/ Adam J. Gutride
Adam J. Gutride, Esq.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO

SCOTT KOLLER, CAROLYN BISSONETTE, CECE CASTORO, STEPHEN FREIMAN, DIANE GIBBS, DARLENE WILLIAMS, and ROBERT GLIDEWELL, on behalf of themselves, the general public and those similarly situated, Plaintiffs, v. MED FOODS, INC., and DEOLEO USA, INC. Defendants.	CASE NO. 3:14-CV-2400-RS [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT Hon. Judge Richard Seeborg

In this case, Plaintiffs alleged that Defendant had marketed and sold its Bertolli brand of olive oil with the representation "Imported from Italy," although most of the oil was extracted from olives grown in countries other than Italy. Plaintiffs also alleged that Defendant had marketed and sold a subset of the Bertolli brand olive oil with the representation "Extra Virgin," although Defendant's procurement, bottling, and distribution practices did not adequately ensure that the oil would meet the "extra virgin" standard through the date of retail sale or the "best by" date on the bottles. Plaintiffs alleged that Defendant's labeling and marketing of the oil violated the Tariff Act of 1930, as amended, 19 U.S.C. § 1304, and its implementing regulations, 19 C.F.R. § 134.46; the Food Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, and its implementing regulations, 21 C.F.R. § 101.18 *et seq.*; the U.S. Department of Agriculture regulations regarding Olive Oil and Olive-Pomace Oil, 75 Fed. Red. 22363 (Apr. 28, 2010). Plaintiffs, who are residents of Arkansas, California, Florida, New Jersey, New York, and North Carolina, alleged that these federal violations also violated various state laws, including health and safety codes and consumer laws, and constituted false advertising, unfair business practices, breach of contract, breach of the covenant of good faith and fair dealing, and fraud, deceit, and/or misrepresentation. The allegations in this paragraph are referred to as the "Allegations."

Defendant denies that there is any factual or legal basis for Plaintiffs' Allegations. It contends that the labeling of the Products was truthful and non-misleading, and that purchasers did not pay a "premium" for the Products as the result of any misrepresentations. Defendant therefore denies any liability. It also denies that Plaintiffs or any other members of the settlement class have suffered injury or are entitled to monetary or other relief. Defendant finally denies that this case should have been certified as a nationwide class action, except for purposes of settlement.

On April 16, 2018 (Dkt. 152) (as further set forth in an additional order on April 24, 2018 (Dkt. 155)), this Court granted preliminary approval of a proposed class action settlement between the parties. In the Preliminary Approval Order, the Court provisionally certified a Settlement Class of all persons, other than Excluded Persons, who, (i) between May 23, 2010 and April 16, 2018, purchased, in the United States, any of the Extra Virgin Olive Oil Products and/or

(ii) between May 23, 2010 and December 31, 2015, purchased, in the United States, any of the Other Olive Oil Products. The Court also approved the procedures for giving notice and the forms of notice. Additionally, in the Preliminary Approval Order, the Court concluded that the parties' proposed settlement, as set forth in the Stipulation of Settlement, was within the range of possible final approval.

Now, pending before the Court is the parties' Motion for Final Approval of Class Action Settlement, and Plaintiffs' Motion for an Award of Attorneys' Fees, Costs, and Incentive Awards. In accordance with the Preliminary Approval Order and the Settlement Agreement, on August 9, 2018, the Court held a duly noticed Fairness Hearing for purposes of: (a) determining the fairness, adequacy, and reasonableness of the settlement; and (b) ruling upon an application by Class Counsel for a Fee and Expense Award and Plaintiffs' Incentive Awards.

The parties and the claim administrator have submitted evidence, which the Court accepts, showing the following. Over 58 million advertisement impressions were displayed on a variety of websites (both mobile and desktop) targeted at likely members of the Settlement Class. Notice also was published once a week for four successive weeks in the San Francisco Chronicle and was published once in People Magazine. These print publications have a combined circulation of over 3.6 million, and because of the high reader-per-copy ratio of People Magazine, over 7.3 million members of the Target Audience were exposed to the publication notice in People Magazine. A press release was issued through the PR News Wire's network, which is distributed to more than 10,000 media outlets, and articles about the settlement appeared in at least 228 publications. All of the online notices linked to, and the printed notices referred to, the Settlement Website, which contains a detailed class notice, including the procedures for class members to exclude themselves or object to the settlement, as well as a copy of the Settlement Agreement and motion papers filed in connection with the settlement.

A total of ___ persons filed timely requests to opt out of the Settlement Class.

In addition, two persons filed objections to the settlement.

Having considered all matters submitted to the Court at the hearing on the motion and otherwise, including the complete record of this action, and good cause appearing therefore, the

Court hereby grants Plaintiffs' Motion for Final Approval and Motion for an Award of Attorney's Fees, Costs, and Incentive Awards, and finds and concludes as follows:

1. The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court has jurisdiction over this case and over all claims raised therein and all Parties thereto.

3. The Court finds that the prerequisites of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for certification of the Settlement Class for settlement purposes because: Settlement Class Members are ascertainable and are so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims and defenses of the Class Representatives are typical of the claims and defenses of the Settlement Class they represent; the Class Representatives have fairly and adequately protected the interests of the Settlement Class with regard to the claims of the Settlement Class they represent; common questions of law and fact predominate over questions affecting only individual Settlement Class Members, rendering the Settlement Class sufficiently cohesive to warrant a class settlement; and the certification of the Settlement Class is superior to individual litigation and/or settlement as a method for the fair and efficient resolution of this matter. The Court additionally finds, for the reasons set forth in the parties' motions for preliminary and final approval, that despite any differences among the laws of the various states, common issues of law and fact predominate, making certification of a nationwide class appropriate. In particular, the identical challenged marketing and labelling was provided to all class members; the various states require similar elements of proof with respect to the asserted claims in the Second Amended Complaint and common issues under those laws predominate; to the extent there are differences among the states, plaintiffs have demonstrated that similarly situated states can be combined into subclasses and there exist named plaintiffs in the Second Amended Complaint who can represent each such subclass.

4. For purposes of the settlement and this Final Approval Order and Judgment, the Court hereby finally certifies the following Settlement Class: All persons who (i) between May 23, 2010

and April 16, 2018, purchased, in the United States, any of the Extra Virgin Olive Oil Products and/or (ii) between May 23, 2010 and December 31, 2015, purchased, in the United States, any of the Other Olive Oil Products. Purchases for purposes of resale are excluded. "Extra Virgin Olive Oil Product" means bottles of Bertolli Extra Virgin olive oil, except for those bearing labels "Organic," "Robusto," "Gentile," or "Fragrante." "Other Olive Oil Product" means the liquid Bertolli Extra Light or Classico olive oil products.

5. Excluded from the class are (1) the Honorable Richard Seeborg; the Honorable Joseph C. Spero; the Honorable Edward Infante (ret.); (2) any member of their immediate families; (3) any government entity, (4) Defendant; (5) any entity in which Defendant has a controlling interest; (6) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (7) counsel for the Parties. The following persons timely submitted requests to exclude themselves and shall be excluded from the settlement class: _____.

6. For the purpose of this settlement, the Court hereby finally certifies Plaintiffs Scott Koller, Carolyn Bissonnette, Cece Castoro, Diane Gibbs, Darlene Williams, Robert Glidewell, and Stephen Freiman as Class Representatives, and Gutride Safier LLP and Tycko & Zavareei LLP as Settlement Class Counsel.

7. The Parties complied in all material respects with the Notice Plan set forth in the Settlement Agreement. The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class of the pendency of the Litigation; the existence and terms of the Settlement Agreement; their rights to make claims, exclude themselves, or object; and the matters to be decided at the Final Approval Hearing. Further, the Notice Plan satisfied the requirements of the United States and California Constitutions, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law.

8. The Court has determined that full opportunity has been given to the members of the Settlement Class to exclude themselves from the settlement, object to the terms of the settlement

or to Class Counsel's request for attorneys' fees and expenses and the Class Representatives' incentive payments, and/or otherwise participate in the Final Approval Hearing held on August 9, 2018.

9. The Court finds that the settlement is in all respects fair, reasonable, and adequate. The Court therefore finally approves the settlement for all the reasons set forth in the Motion for Final Approval including, but not limited to, the fact that the Settlement Agreement was the product of informed, arms-length negotiations between competent, able counsel and conducted with the oversight and involvement of several independent, well respected, and experienced mediators; the record was sufficiently developed and complete through meaningful discovery and motion proceedings to have enabled counsel for the Parties to have adequately evaluated and considered the strengths and weaknesses of their respective positions; the Litigation involved disputed claims, and this dispute underscores the uncertainty and risks of the outcome in this matter; the settlement provides meaningful remedial and monetary benefits for the disputed claims; and the Parties were represented by highly qualified counsel who, throughout this case, vigorously and adequately represented their respective parties' interests.

10. The Settlement is in the best interests of the Settlement Class in light of the degree of recovery obtained in relation to the risks faced by the Settlement Class in litigating the class claims. The relief provided to the Settlement Class Members under the Settlement Agreement is appropriate as to the individual members of the Settlement Class and to the Settlement Class as a whole. All requirements of statute, rule, and Constitution necessary to effectuate the settlement have been met and satisfied. The Parties shall continue to effectuate the Settlement Agreement in accordance with its terms.

11. For a period beginning on the Effective Date and continuing for three years thereafter, Deoleo USA, Inc. is enjoined as follows:

a. Not to use the phrases "Imported from Italy," "Made in Italy," "Product of Italy," or a phrase suggesting that olive oil in a bottle originates exclusively from olives grown in Italy on the labeling of any olive oil product sold in the United States, unless the product so labeled is composed entirely of oil from

olives grown and pressed in Italy.

b. If Defendant uses the phrase "Extra Virgin" or the term "EVOO" on the product label of any olive oil, it must do all of the following: (i) package the olive oil in a non-transparent (UV filtering) container, e.g., a green or brown glass container; (ii) include a "best by" or "use by" date not later than sixteen months after the date of bottling; (iii) include the date(s) of harvest of the olives used to manufacture the olive oil in proximity to the "best by" date; and (iv) implement the following chemical parameter testing requirements set forth under "Target Limit" at the time of bottling (which are stricter than the current limits set forth in the preceding column under "IOC Limit"):

Parameter	IOC Limit	Target Limit
Acidity (%)	≤ 0.8	≤ 0.5
Peroxide value (mEq)2/kg)	≤ 20	≤ 10
K270	≤ 0.22	≤ 0.15
K232	≤ 2.50	≤ 2.1
Delta-K	≤ 0.01	≤ 0.005

12. By operation of this Final Approval Order and Judgment, Plaintiffs on the one hand, and the Released Parties on the other hand, shall have unconditionally, completely, and irrevocably released and forever discharged each other from and shall be forever barred from instituting, maintaining, or prosecuting (1) any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise, or arise directly or indirectly out of, or in any way relate to, the allegations, claims, or contentions that Plaintiffs, on the one hand, and Defendant, on the other hand, have had in the past, or now have, related in any manner to the Defendant's products, services or business affairs; and (2) any and all other claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that Plaintiffs, on the one hand, and Defendant, on

the other hand, have had in the past or now have, related in any manner to any and all Released Parties' products, services or business affairs, or otherwise.

13. By operation of this Final Approval Order and Judgment, Settlement Class Members shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from the Released Claims, including any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that that were, or could have been, asserted in the Litigation and that arise out of or relate to the allegations or claims that the Products were marketed or labeled as "Imported From Italy" and/or "Extra Virgin," except that there shall be no release of (1) claims for personal injury allegedly arising out of use of the Products or (2) any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member.

14. Plaintiffs and Defendant shall, by operation of this Final Approval Order and Judgment, be deemed to have waived the provisions, rights, and benefits of California Civil Code § 1542, and any similar law of any state or territory of the United States or principle of common law. In addition, Settlement Class Members shall, by operation of this Final Approval Order and Judgment, be deemed to have waived the provisions, rights, and benefits of California Civil Code § 1542, and any similar law of any state or territory of the United States or principle of common law, but only with respect to the matters released as set forth in paragraph 13 of this Order. Section 1542 provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

15. Nothing herein shall bar any action or claim to enforce the terms of the Settlement Agreement.

16. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with the Settlement Agreement, shall be deemed or

construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever to any other Party. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Settlement Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Final Approval Order and Judgment and the Settlement Agreement, or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Final Approval Order and Judgment and the Settlement Agreement, in any proceeding in any court, administrative agency, or other tribunal. Defendant's agreement not to oppose the entry of this Final Approval Order and Judgment shall not be construed as an admission or concession by Defendant that class certification was appropriate in the Litigation or would be appropriate in any other action.

17. The Claim Administrator has submitted an invoice for its expenses incurred to date and expected to be incurred through the completion of its work, in the amount of $_____. Included in this invoice is the amount for all taxes due the Claim Administrator from the Settlement Fund. The Court finds that such amounts are reasonable and authorizes payment of the invoices, in full, from the Settlement Fund.

18. For the reasons stated in the separate Order on Class Counsel's Application for an award of attorneys' fees and costs and class representative payments, the following amounts shall be paid by from the Settlement Fund:

a. Fees and expenses to Class Counsel: $2,100,000

b. Expenses to Class Counsel: $_____

c. Class representative payments

i. to Plaintiff Scott Koller: $5,000

ii. to Plaintiff Carolyn Bissonnette: $1,000

iii. to Plaintiff Cece Castoro: $1,000

iv. to Plaintiff Diane Gibbs: $1,000

v. to Plaintiff Darlene Williams: $1,000

vi. to Plaintiff Robert Glidewell: $1,000

vii. to Plaintiff Stephen Freiman: $1,000.

Such amounts shall be paid according to the terms of the Settlement Agreement. Except as provided in this Order, Plaintiffs shall take nothing against Defendant by their Complaint.

19. If after payment of the amounts set forth in paragraphs 17 and 18, as well as the payment of Valid Claims (including pro-rata increase of such payment) as set forth in Part III of the Settlement Agreement, money remains in the Settlement Fund, that remainder shall be paid, pursuant to the *cy pres* doctrine, in equal shares to Consumers Union, Yonkers, NY; and Center for Food Safety, Washington, DC. The *cy pres* doctrine is appropriate for a case like this one, where class members who did not make claims cannot be easily located or identified, in order to "put the unclaimed fund to its next best compensation use, *e.g.,* for the aggregate, indirect, prospective benefit of the class." *Nachshin v. AOL, LLC,* 663 F.3d 1034, 1038 (9th Cir. 2011) (citing *Masters v. Wilhelmina Model Agency, Inc.,* 473 F.3d 423, 436 (2d Cir.2007)). A *cy pres* remedy must "bear[] a substantial nexus to the interests of class members." *Lane v. Facebook,* 696 F.3d 811, 821 (9th Cir. 2012) *cert. denied,* 134 S. Ct. 8 (U.S. 2013. In evaluating a *cy pres* component of a class action settlement, courts look to factors set forth in *Six (6) Mexican Workers v. Arizona Citrus Growers,* 904 F.2d 1301, 1305 (9th Cir. 1990). Specifically, the *cy pres* remedy "must account for the nature of the plaintiffs' lawsuit, the objectives of the underlying statutes, and the interests of the silent class members." 663 F.3d at 1036 (citing *Six Mexican Workers,* 904 F.2d at 1307). The Court finds the *cy pres* recipients appropriate for the following reasons:

a. Consumers Union is a non-profit organization with a mission "to work for a fair, just and safe marketplace for all consumers and to empower consumers to protect themselves." It publishes Consumer Reports magazine and website (www.consumerreports.org), as well as The Consumerist Blog (www.consumerist.com), both of which provide information of interest to consumers, such as product reviews and information about false advertising scams. Consumers Union is also active in educating consumers about food labeling. It operates the website Not In My Food (www.notinmyfood.org), which provides information to consumers

about the presence of genetically modified organisms (GMOs) and other controversial ingredients in food, and it lobbies for better food labeling laws. In addition, in September 2012, Consumer Union published an article in Consumer Reports entitled "How to Find the Best Extra-Virgin Olive Oil." (*See* https://www.consumerreports.org/cro/magazine/2012/09/how-to-find-the-best-extra-virgin-olive-oil/index.htm, last accessed March 5, 2018.) Consumers Union has also been approved as a *cy pres* recipient in numerous false advertising lawsuits. *See, e.g. Miller v Ghirardelli Chocolate Co.*, 2015 WL 758094, at *8 (N. D. Cal. Feb. 20, 2015)*; Nigh v. Humphreys Pharmacal, Inc.*, 2013 WL 5995382, at *9 (S.D. Cal. Oct. 23, 2013) ("the Court finds that this *cy pres* distribution to Consumers Union reflects the objectives of the UCL and CLRA; reflects the interests of silent Class Members; and benefits the Plaintiff Class, who are consumers that purchased Products based on false and misleading representations"); *Dennis v. Kellogg Co.*, 2013 WL 6055326, at *1 (S.D. Cal. Nov. 14, 2013), *appeal dismissed* (May 15, 2014) (approving Consumers Union as a *cy pres* recipient in a food labeling class action).

b. The Center for Food Safety is a non-profit organization that states that it "is a national non-profit public interest and environmental advocacy organization working to protect human health and the environment by curbing the use of harmful food production technologies and by promoting organic and other forms of sustainable agriculture. CFS also educates consumers concerning the definition of organic food and products. CFS uses legal actions, groundbreaking scientific and policy reports, books and other educational materials, market pressure and grass roots campaigns through our True Food Network. CFS's successful legal cases collectively represent a landmark body of case law on food and agricultural issues." (*See* https://www.centerforfoodsafety.org/about-us, last accessed March 19, 2018). It advocates for better agricultural and food production practices through legislative advocacy, litigation, and consumer education.

20. The Court has considered the objections of Justin Ference and Wanda Cochran to the Settlement, and finds that neither objection is well taken, nor does either objection affect the Court's analysis or alter the Court's final approval determination.

21. The Court finds that Objector Ference and his counsel Caroline Tucker are

"professional" or "serial" objectors. "[P]rofessional objectors can levy what is effectively a tax on class action settlements, a tax that has no benefit to anyone other than to the objectors. Literally nothing is gained from the cost: Settlements are not restructured and the class, on whose benefit the appeal is purportedly raised, gains nothing." *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 281 F.R.D. 531, 533 n.3 (N.D. Cal. 2012) (quoting *In re Checking Account Overdraft Litigation*, 830 F.Supp.2d 1330, 1361, n. 30 (S.D. Fla. 2011)) (discussing objector who challenges settlements and file appeals to settlement approval "and does not do so to effectuate changes to settlements, but does so for his own personal financial gain"). Indeed, Ms. Tucker has been criticized as a "serial professional objector[] to class settlements, raising serious concerns about the legitimacy of both [her] arguments and [her] motives." *In re Honest Mktg. Litig.*, No. 16-cv- 01125, 2017 WL 8780329, at *2 (S.D.N.Y. Dec. 8, 2017) (quoting *Goldemberg v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-0373, Dkt. No. 132 (S.D.N.Y. Nov. 1, 2017)). And as the Central District of California has observed, "Ference appears to be part of a family of professional objectors." *Retta v. Millennium Prod., Inc.*, No. CV15-1801 PSG AJWX, 2017 WL 5479637, at *7 (C.D. Cal. Aug. 22, 2017) (citing additional rejected objections of Justin Ference, in addition to overruled objections of Brittany Ference and David Jay Ference). Like other courts that have rejected objections by Ference and Tucker, the Court finds the boilerplate arguments advanced by Ference and Tucker to be meritless.

22. Further, the Court finds that Ference and Tucker refused to comply with the information requirements for objectors set forth in the Notice to the Class, including failing to list previous cases in which he objected. Thus, the Court strikes Ference's objection. *E.g.*, *San Francisco NAACP v. San Francisco Unified Sch. Dist.*, 59 F. Supp. 2d 1021, 1033 (N.D. Cal. 1999) (striking objections that "fail to comply with the requirements of the notice"). Ference's objection to the informational requirements on burdensomeness grounds is rejected, as courts routinely approve of nearly identical informational requirements. *E.g., In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2017 WL 3730912, at *2-3 (N.D. Cal. Aug. 25, 2017) (holding that notice satisfies due process where objectors were required to include information similar to that requested here); *In re HP Sec. Litig.*, No. 3:12-CV-05980-CRB, 2015 WL

4477936, at *3 (N.D. Cal. July 20, 2015) (approving class notice requiring nearly identical objector information); *In re SunPower Sec. Litig.*, No. CV 09-5473-RS, 2013 WL 12177079, at *3 (N.D. Cal. Mar. 25, 2013) (approving class notice requiring nearly identical objector information).

23. Although the Court strikes Ference's objection, it has also considered the substance of Ference's objection and deems it meritless for the reasons discussed herein. First, Ference references the class certification analysis in *In re Hyundai and Kia Fuel Econ. Litig*., 881 F.3d 679, 690-691 (9th Cir. 2018), but this Court previously addressed the impact of that case in its order granting preliminary approval (Dkt. 155 at 3), and Ference offers no explanation for why that decision was incorrect. Moreover, as Ference asserts that a nationwide class cannot be certified, it is his burden to identify the material variations in state laws that "make a difference in this litigation." *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 591 (9th Cir. 2012). Ference has not done so. Thus, final certification of the Settlement Classes remains appropriate, and his objection on those grounds is overruled.

24. The Court additionally rejects Ference's arguments regarding the propriety of distributing funds via *cy pres*. As discussed above, the proposed *cy pres* recipients are appropriate, and a *cy pres* distribution consisting of funds from uncashed checks is proper. *See Zepeda*, 2015 WL 6746913, at *3 (approving *cy pres* distribution of leftover funds from uncashed checks); *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 679 (N.D. Cal. 2016) (same); *McCabe v. Six Continents Hotels, Inc.*, No. 12-cv-04818-NC, 2016 WL 491332, at *3 (N.D. Cal. Feb. 8, 2016) (same). Ference does not offer any actual evidence for his conclusory assertion that the "proposed cy pres beneficiaries are not aligned with the underlying claims of the class action." To the contrary, the Court would be hard pressed to identify *cy pres* beneficiaries who are better suited than the Consumers Union and Center for Food Safety.

25. The Court also rejects Ference's boilerplate assertions regarding the percentage of attorneys' fees sought here. Although Class Counsel's fee request equates to 30 percent of just the monetary value of the Settlement, Ference ignores the non-monetary value of the injunctive relief, which this Court finds to be significant. *Allen v. Bedolla*, 787 F.3d 1218, 1225 (9th Cir. 2015)

(explaining that "express findings about the value of injunctive relief" should be used to support a fee award); *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (noting that plaintiffs' attorneys should be compensated for having obtained a "judicially-enforceable agreement" requiring the defendant to change its practices); *Pokorny v. Quixtar, Inc.*, 2013 WL 3790896, *1 (N.D. Cal. July 18, 2013), *appeal dismissed* (Sept. 13, 2013) ("The court may properly consider the value of injunctive relief obtained as a result of settlement in determining the appropriate fee."); *Miller v. Ghirardelli Chocolate Co.*, No. 12-cv-04936-LB, 2015 WL 758094, at *4-5 (N.D. Cal. Feb. 20, 2015) (considering value of label changes when awarding fees in common fund case). This Court further notes that the 25% benchmark is merely "a starting point for analysis [and] may be inappropriate in some cases." *Vizcaino*, 290 F.3d at 1048. Here, as there is valuable injunctive relief. Specifically, Plaintiffs' expert has calculated the value of the injunctive relief at $68.3 million, which the Court deems valid, meaning that when considering the value of the monetary benefit plus the value of injunctive relief, Class Counsel's request amounts to only 2.8% of the common fund. And even if the injunctive relief was worth a small fraction of this, Class Counsel's attorneys' fee request would still be within the Ninth Circuit's 25 percent benchmark. *See also, e.g.*, *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir. 2003) (holding that even if the value to the class cannot be "accurately ascertained," the district court still "should consider the value of the injunctive relief as a 'relevant circumstance'" in its fee determination) (quoting *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1049 (9th Cir. 2002)). Regardless, although the value of injunctive relief is rightly included here, it would be appropriate to deviate upwardly to an award of 30 percent of the settlement fund in this case given the excellent results, including the fact that Class Counsel has obtained one of the largest common fund settlements in a food labeling class action, and class members will receive in excess of what they would obtain at trial. Moreover, 30% is fair and consistent with other food labeling class settlements in this district. *Cf Miller*, 2015 WL 758094 at *4-5 (N.D. Cal. Feb. 20, 2015) (awarding fees equal to 30% of common fund and 8.9% of overall value of settlement). *Johnson v. Gen. Mills, Inc.*, 2013 WL 3213832, at *6 (C.D. Cal. June 17, 2013) (awarding fees 30% of common fund). .

26. In addition, the Court rejects Ference's argument that Class Counsel has not provided

sufficient information regarding its billing records. The level of information provided by Class Counsel with respect to their work performed in this case and commensurate hourly rates is sufficiently detailed in order for the Court to evaluate their reasonableness, and consistent with that provided in other class action common fund cases. *E.g.*, *Perkins v. Linkedin Corp.*, No. 13-CV-04303-LHK, 2016 WL 613255, at *17 (N.D. Cal. Feb. 16, 2016), *appeal dismissed* (Aug. 16, 2016) ("In sworn declarations, Class Counsel has provided detailed summaries of their time, demonstrating both the number of hours spent by specific individuals on the necessary work, and the nature of the work performed. Class Counsel's submission, under the circumstances of this case, is sufficient for the Court to cross-check Class Counsel's lodestar."); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 264 (N.D. Cal. 2015) ("Class counsel did not submit billing records to substantiate their assertions about the hours worked; rather, they have submitted only their sworn, written descriptions detailing the projects and tasks each lawyer completed. . . . Given the sworn declarations that counsel submitted describing each of their tasks, and in light of the complex nature of a class action lawsuit and the favorable result obtained, the Court accepts class counsel's explanation of fees as reasonable. This is especially true where, as here, the Court is not using the lodestar to determine the actual amount of fees to be awarded, but rather merely as a cross-check to the percentage-of-the-fund amount sought."). The Court has evaluated Class Counsel's submissions and find them sufficiently detailed and reasonable to warrant approving the requested attorneys' fee award. Indeed, when making a percentage-based award, courts are not even required to examine Class Counsel's lodestar. *In re Google Referrer Header Privacy Litig.*, 869 F.3d 737 (9th Cir. 2017) (noting that district court was not required to do a lodestar method cross-check); *Yamada v. Nobel Biocare Holding AG*, 825 F.3d 536, 547 (9th Cir. 2016) ("[A] cross-check is entirely discretionary . . . ."). With that said, Class Counsel's lodestar in this case is *greater than* its attorneys' fee request, indicating that Class Counsel is seeking a *negative* lodestar multiplier. In other words, Class Counsel is seeking an attorneys' fee award worth *less than* the actual value of their time expended. Thus, Class Counsel's attorneys' fee request is more than appropriate, particularly given the contingent nature of this case, the risks taken by Class Counsel, and the results obtained.

27. The Court also rejects Ference's claim, citing to a Seventh Circuit case, that the value of notice and settlement administration costs should not be included in the value of relief to the class. The Ninth Circuit has foreclosed this argument, as it held in *In re Online DVD-Rental Antitrust Litigation* that it was reasonable for a district court to include costs of notice and administration (in addition to litigation expenses) in the total settlement fund, prior to considering the appropriate amount of attorneys' fees to award. 779 F.3d 934, 953 (9th Cir. 2015).

28. Finally, the Court rejects Ference's boilerplate claims of collusion between Class Counsel and counsel for Defendant. Ference offers no facts that even suggest the appearance of collusion and the Court is not aware of any. To the contrary, the Court is aware of specific facts affirmatively indicating the absence of collusion. Indeed, the Settlement only occurred after many months of arms'-length negotiation, including a full-day mediation before an experienced, well-respected mediator, Magistrate Judge Edward Infante (retired) at JAMS in San Francisco, California. (*See* Dkt. 160 at 9; *see also* Dkt. 144-3 ¶ 7.) In addition, the Settlement was reached after hard-fought discovery and contested class certification proceedings. And it is one of the larger common fund settlements for a food labeling case of which this Court is aware. Ference references *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011), for his collusion argument, but the Ninth Circuit has made clear that the *Bluetooth* standards do not apply when a case settles after a contested class is certified. *See In re Ferrero Litig.*, 583 F. App'x 665, 668 (9th Cir. 2014) ("Here, by contrast, settlement was reached after class certification, through settlement conferences with judicial officers, and produced both monetary and injunctive relief for the class. These differences ameliorate the concerns regarding collusion expressed by the *Bluetooth* court."); *Allen*, 787 F.3d at 1224 (same); *see also, e.g.*, *Todd v. STARR Surgical Co.*, CV 14-5263 MWF (GJSx), 2017 WL 4877417, at *2 (C.D. Cal. Oct. 24, 2017) ("The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.") (quoting *Satchell v. Fed. Express Corp.*, No. C 03 2878 SI, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007)). Moreover, this Court finds that Class Counsel's fees are in proportion to class recovery, and because no money will revert to Defendants, two of the *Bluetooth* indicia of collusion are not even present here. *Cf.* 654 F.3d at 947. While there is a

"clear sailing" agreement, such a provision is standard in settlements such as this one, and this Court is unaware of any court rejecting final approval of a settlement as collusive under this *Bluetooth* factor alone. *Cf. Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 291 (6th Cir. 2016) ("Though some courts have 'disfavored' clear sailing agreements and kicker clauses, their inclusion absent more—as is the case here—does not show that the court abused its discretion in approving the settlement.").Thus, Ference's objection is entirely meritless and is overruled.

29. The Court also overrules Objector Cochran's objection. Cochran did not submit a claim on the Settlement fund. Thus, she does not have standing to challenge the attorneys' fee award, because objectors that do not participate in settlements lack standing to challenge attorneys' fee awards, as any modification to the fee award would not benefit them. *See Knisley v. Network Assocs., Inc.*, 312 F.3d 1123, 1126-27 (9th Cir. 2002). Moreover, like Ference, Cochran is a serial objector whose objections have been repeatedly rejected by other district courts. *E.g.*, *Demmick v. Cellco Partnership*, No. 06-2163 (JLL), 2015 WL 13643682 (D.N.J. May 1, 2015); *Volz v. Coca Cola Co.*, No. 1:10cv879, 2015 WL 13648577 (S.D. Ohio Mar. 30, 2015). Her singular objection, which includes no legal argument, makes the same claim regarding the attorneys' fee percentage that Ference makes. For the reason discussed above, and because she ignores the value of injunctive relief, her objection is overruled.

30. This order shall constitute a final judgment binding the parties with respect to this Litigation.

31. Without affecting the finality of the judgment hereby entered, the Court reserves jurisdiction over the interpretation, implementation, and enforcement of the Settlement Agreement. In the event the Effective Date does not occur in accordance with the terms of the Settlement Agreement, then this Order and any judgment entered thereon shall be rendered null and void and shall be vacated, and in such event, all orders and judgments entered and releases delivered in connection herewith shall be null and void and the Parties shall be returned to their respective positions *ex ante*.

32. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.

There is no just reason for delay in the entry of this Judgment, and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED this ____ day of _____, 2018.

_____
Honorable Richard Seeborg
United States District Court Judge