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7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF ORANGE – CIVIL COMPLEX**

9 **MARK NILCHIAN;**
10 **INDIVIDUALLY AND ON BEHALF**
11 **OF ALL OTHERS SIMILARLY**
12 **SITUATED,**

13
14 Plaintiff,

15 v.

16 **ORGANIC PASTURES DAIRY**
17 **COMPANY LLC,**

18 Defendant.
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CASE NO.: 30-2020-01166856-CU-MC-CXC

**~~[PROPOSED]~~ FINAL JUDGMENT AND
ORDER APPROVING SETTLEMENT**

23 The above-entitled matter (“the Action”) having come before the Court for hearing
24 pursuant to the Court’s February 7, 2025 Order Granting Preliminary Approval of Proposed Class
25 Action Settlement and Conditional Certification Of Settlement Class, on the application of the
26 parties herein for approval of the Settlement Agreement set forth in the Class Settlement
27 Agreement and Release (the “Settlement Agreement”).
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{N3234070.4}

~~[PROPOSED]~~ FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

1 The Court has reviewed the papers filed in support of the application for Final Approval,
2 including the Settlement Agreement and exhibits thereto, memoranda and briefs submitted on
3 behalf of Plaintiff Mark Nilchian (“Representative Plaintiff”), on behalf of himself and the
4 certified Settlement Class, and Defendant Raw Farm LLC f/k/a Organic Pastures Dairy Company
5 (“Defendant”), and supporting declarations.

6 Based on the papers filed with the Court and the presentations made to the Court by the
7 parties, it appears to the Court that the Settlement Agreement executed by the parties is fair,
8 adequate, and reasonable.

9 Accordingly,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

11 1. The terms used in this Judgment shall have the same meanings as defined in the
12 Settlement Agreement, except as otherwise specified herein. This Order shall constitute the Final
13 Judgment and Order Approving Settlement as defined in Section IX of the Settlement Agreement.

14 2. The Court has jurisdiction over the subject matter of the Action and over all parties
15 thereto, including all members of the Settlement Class, as defined in Paragraph 3 below.

16 3. On February 7, 2025, in preliminarily approving the Settlement Agreement, the
17 Court conditionally certified a Settlement Class in the Action, defined as follows:

18 All residents of California who purchased for personal use, and not
19 resale or distribution, a Covered Product¹ between May 1, 2020
20 through July 1, 2020.

21 4. The Court has determined that the Representative Plaintiff is an appropriate
22 representative of the Settlement Class, and that the Settlement Class should be certified as
23 described in Paragraph 3 of this Order.

24 5. The Court has determined that the notice that has been given to potential members
25 of the Settlement Class, in the form, manner and content of the notices specified in Sections V
26 and VII of the Settlement Agreement, was in conformity with the Settlement Agreement, and that
27 it fully and accurately informed potential members of the Settlement Class of the material

28 ¹ The Covered Product is Defendant’s Cream Top — whole Raw Milk product.

1 elements of the proposed settlement, provided the best notice practicable under the circumstances,
2 and constituted valid, due and sufficient notice to all potential Settlement Class members. Said
3 notice procedures fully satisfied the requirements of due process and California Rule of Court
4 3.766.

5 6. The Court has considered, inter alia, the strengths and weaknesses of the claims of
6 Representative Plaintiff and the Settlement Class, the defenses to those claims, the risks of
7 finding no liability against Defendant, and the time and expense necessary to prosecute the action
8 through trial and appeals. The Court finds and concludes in light of all of the circumstances that
9 the Settlement Agreement is fair, reasonable and adequate.

10 7. There is no evidence of collusion, fraud or tortious conduct by any of the parties to
11 the Settlement Agreement aimed at causing injury to the interests of any person. Moreover, the
12 Court finds that the settlement embodied in the Settlement Agreement is entered into and made in
13 good faith.

14 8. The Court confirms that Mark Nilchian is appointed as Class Representative and
15 Abbas Kazerounian, David J. McGlothlin, and Ryan L. McBride of Kazerouni Law Group, APC
16 are confirmed as Class Counsel. The Court finds that Plaintiff's Counsel is competent and capable
17 of exercising all responsibilities as Class Counsel.

18 9. The Court finds that the requested fees of Class Counsel are reasonable and the
19 hourly rates of Class Counsel are fair and reasonable.

20 10. No persons made a timely and valid request for exclusion from the Settlement
21 Class pursuant to the Class Notice.

22 11. No persons filed any objections to Final Approval of the Settlement Agreement.

23 12. Pursuant to California Rule of Court 3.769, this Court hereby grants Final
24 Approval to the Settlement and finds that the Settlement is, in all respects, fair to the Settlement
25 Class.

26 13. Each claim released in Section IX of the Settlement Agreement is hereby fully,
27 finally, and forever released, relinquished and discharged, and all Persons who are members of
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1 the Settlement Class are hereby barred and permanently enjoined from commencing, prosecuting
2 or continuing, either directly or indirectly, any such claims against Defendant or any other entity
3 covered by said release.

4 14. Pursuant to CRC Rule 3.771(b), notice of the judgment shall be posted on the
5 Class Website.

6 15. In the event that this Order does not become Final or the Settlement otherwise
7 does not become effective in accordance with its terms, then the following shall apply:

8 (a) The Settlement Agreement and all orders and findings entered in
9 connection therewith shall become null and void and of no further force and effect, and shall not
10 be used or referred to for any purposes whatsoever and shall not be admissible for any reason in
11 any proceeding whatsoever, nor discoverable in any proceeding except as, and unless specifically
12 required by law;

13 (b) The certification of the Settlement Class pursuant to this Order shall be
14 vacated automatically, Plaintiff Mark Nilchian shall cease to function as a representative of the
15 Settlement Class, and his counsel shall cease to function as counsel for the Settlement Class;

16 (c) This Action shall revert to its status before the execution of the Agreement;

17 (d) Nothing contained in this Order is, or may be construed as an admission or
18 concession by or against the Defendant on any point of fact or law;

19 (e) Nothing in this Order or pertaining to the Settlement Agreement shall be
20 used as evidence in any further proceeding in this case, including but not limited to any motion
21 for class certification or any motion for class notice; and

22 (f) The Settlement Agreement and all negotiations and proceedings relating
23 thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who
24 shall be restored to their respective positions as of the date of the execution of the Settlement
25 Agreement.

1 16. Neither the fact of settlement, the Settlement Agreement, nor any act performed or
2 document executed pursuant to or in furtherance of the Settlement is, or may be deemed to be, or
3 may be used as an admission of evidence of:

- 4 (a) the validity of any claim released under the Settlement;
5 (b) any wrongdoing or liability of any person or entity released as a part of the
6 Settlement; or
7 (c) any fault or omission in any civil, criminal or administrative proceeding in
8 any tribunal.

9 The Settlement Agreement and/or this Order may be filed in any other action to support a
10 defense or counterclaim based on any theory of claim preclusion or issue preclusion or similar
11 defense or counterclaim, including, but not limited to, res judicata, collateral estoppel, release,
12 good faith settlement, judgment bar or reduction.

13 17. This Court determines that there is no just reason for delaying the entry of this
14 Order. Accordingly, the Court hereby directs entry of this Order as a final judgment pursuant to
15 Code of Civil Procedure Section 664.6 and California Rule of Court 3.769.

16 (a) Class Counsel are awarded attorneys' fees in the amount of \$178,334.84
17 and costs and expenses in the amount of \$6,665.16 to be paid by Defendant pursuant to the
18 provisions of the Settlement Agreement.

19 (b) Defendant will pay, pursuant to the provisions of the Settlement
20 Agreement, \$5,000 to named plaintiff and class representative Mark Nilchian as additional
21 payment for serving as Class Representative.

22 (c) The Settlement Administrator will pay all valid claims that have been
23 submitted pursuant to the Settlement Agreement, and distribute any monies remaining in the
24 Class Settlement Fund to National Consumer Law Center, as set forth in the Settlement
25 Agreement.

26 18. The Final Accounting hearing is set for April 27, 2026 at 1:30pm in Department
27 CX103.

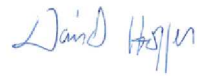
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19. This Court will retain jurisdiction over the parties to enforce the terms of this Judgment.

IT IS SO ORDERED.

Dated: September 30, 2025

By 

HON. DAVID A. HOFFER
SUPERIOR COURT JUDGE