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Superior Court of California,  
County of San Diego

**12/05/2018** at 03:55:22 PM

Clerk of the Superior Court  
By Tamara Parra, Deputy Clerk

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

**KARL BECK**, individually and on behalf of all  
other similarly situated California residents,

Plaintiff,

v.

**POINT LOMA PATIENTS CONSUMER  
COOPERATIVE CORPORATION**, A  
California Corporation, **ADAM KNOPF**, an  
Individual, **JUSTUS H. HENKES IV**, an  
Individual, **419 CONSULTING INC.**, a  
California Corporation, **GOLDEN STATE  
GREENS LLC**, a California LLC, **FAR WEST  
MANAGEMENT, LLC**, a California LLC,  
**FAR WEST OPERATING, LLC**, a California  
LLC, **FAR WEST STAFFING, LLC**, a  
California LLC, and **DOES 1-50**,

Defendants.

Case No: 37-2017-00037524-CU-BT-CTL

**CLASS ACTION**

**[PROPOSED] ORDER ON PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: January 4, 2019

Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil

Ctrl: C-73

1 Plaintiff Karl Beck’s (“Class Representative” or “Beck”) Motion for Preliminary Approval  
2 of a Class Action Settlement (the “Motion”) was heard on January 4, 2019. In connection with the  
3 Motion, the Court considered the proposed class action Settlement Agreement (attached as Exhibit  
4 1 to the Declaration of William Restis), the submissions of counsel, and all other papers filed in this  
5 action. This Order incorporates by reference the definitions in the Settlement Agreement (the  
6 “Agreement”). The matter having been submitted, and good cause appearing:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. The provisions of the Agreement are hereby preliminarily approved. The Court finds  
9 that the Settlement appears to be fair, adequate, and reasonable to the Class Members, free of  
10 collusion or indicia of unfairness, and within the range of possible judicial approval. The Court also  
11 finds that the Settlement resulted from arm’s length negotiations and is sufficient to warrant the  
12 dissemination of Class Notice to the Class Members.

13 2. Pursuant to California Code of Civil Procedure § 382 and California Rule of Court  
14 3.769(d), and for purposes of, and solely in connection with, the Settlement, the Court finds that  
15 each of the requirements for certification of the Class Members set forth in the Class  
16 Representative’s Motion for Preliminary Approval are met and hereby conditionally certifies the  
17 Class Members comprised of:

18 **All individuals that purchased a product from Point Loma Patients**  
19 **Consumer Cooperative prior to December 31, 2017, except (i) any**  
20 **Defendant in this Action; (ii) Beck’s attorneys and litigation staff,**  
21 **including members of their immediate families; or (iii) any judge,**  
22 **justice judicial officer, or judicial staff of the Court.**

23 3. The Court, for Settlement purposes only, finds that certification of the Class Members  
24 satisfies the requirements under California Code of Civil Procedure § 382 and California Rule of  
25 Court 3.769(d). In support of this ruling, the Court conditionally and preliminarily finds that: (a)  
26 the Class Members are so numerous that joinder of all members is impracticable; (b) there are  
27 questions of law and fact common to the Class Members; (c) the named Class Representative’s  
28 claims are typical of the claims of the Class Members; (d) the named Class Representative and Class

1 Counsel identified below are able to adequately represent the Class Members; and (e) class-wide  
2 treatment of the disputes raised in the Complaint is superior to other available methods for  
3 adjudicating the controversy.

4 4. If the Agreement is terminated or not consummated, conditional certification of the  
5 Class Members class shall be void. In that event, the Class Representative, the Class Members, and  
6 Defendants shall be returned to their respective statuses as of the date immediately prior to the  
7 execution of the Agreement and neither the Agreement nor this Preliminary Approval Order shall  
8 have any bearing on, and neither shall be admissible in connection with, (a) any issue in this action  
9 or any claim raised under any other state or federal law that was intended to be encompassed within  
10 the Complaint; (b) whether certification or decertification would be appropriate in a non-settlement  
11 context; (c) Defendants' liability.

12 5. The Court appoints and designates Plaintiff Karl Beck as Class Representative for the  
13 Class Members.

14 6. The Court appoints and designates William R. Restis of The Restis Law Firm, P.C.  
15 as Class Counsel for the Class Members. Class Counsel are located at the following address:

16 William R. Restis, Esq.  
17 The Restis Law Firm, P.C.  
18 402 West Broadway, Suite 1520  
19 San Diego, CA 92101  
20 (619) 270-8383  
21 support@restislaw.com

22 7. The Court approves, as to form and content, the proposed Class Notice, attached as  
23 Exhibits A (Long-Form Notice) and B (Short-Form Notice) to the Agreement, and accordingly  
24 directs the Administrator to disseminate Class Notice in the form and manner described in the  
25 Settlement Agreement and this Preliminary Approval Order.

26 8. In accordance with the schedule set forth below, the Administrator is directed to  
27 establish a website at <http://www.PLPCCsettlement.com> (the "Settlement Website") to provide  
28 information regarding the Settlement, including (a) how to file Exclusion Requests or object to the  
Settlement, (b) relevant dates and deadlines, including the Notice Response Deadline, Final  
Approval Hearing Date, and the date that Patronage Distribution Credits will be available for

1 redemption at the PLPCC if the Settlement becomes Final; and (c) copies of the following  
2 documents: Plaintiff's Complaint, Defendants' Answer, the Settlement Agreement, Plaintiff's  
3 Preliminary Approval Motion and supporting documents, this Preliminary Approval Order,  
4 Plaintiff's Fee and Cost Application and supporting documents (when filed), Motion for Final  
5 Approval and supporting documents (when filed), and Final Order and Judgment (when filed).

6 9. The Court hereby directs the Administrator to provide the approved Class Notice and  
7 Settlement Website to the Class Members in accordance with the schedule below and using the  
8 procedures set forth in the Agreement.

9 10. The Court finds that the Class Notice and Settlement Website is the best means  
10 practicable of providing notice under the circumstances and when completed shall constitute due  
11 and sufficient notice of the Action, the Settlement, and the Final Approval Hearing to all persons  
12 affected by and/or authorized to participate in the Settlement in full compliance with California  
13 Rules of Court 3.766 and 3.769, and the requirements of due process.

14 11. The provisions of the Agreement relating to the Class Notice, exclusion from the  
15 Settlement, and objection to the Settlement, are deemed incorporated as if expressly set forth in this  
16 Preliminary Approval Order and have the full force and effect of an Order of this Court.

17 12. The Court appoints and designates The Notice Company, Inc. as the Administrator.

18 13. Defendant PLPCC shall pay to the Administrator all reasonable costs associated with  
19 the administration of the Settlement, distribution of Class Notice pursuant to the Agreement, and  
20 any other tasks assigned to the Administrator by the Agreement, by the parties' mutual agreement  
21 in writing, or by this Court.

22 14. The COURT orders the following schedule as set forth in the Motion:

23 a. No later than **DATE 7 DAYS AFTER PRELIMINARY APPROVAL**, the  
24 PLPCC shall provide a full and complete Class Member list, including name, mailing address and  
25 electronic email address, if available, to the Administrator.

26 b. No later than **DATE 21 DAYS AFTER PRELIMINARY APPROVAL**, the  
27 Administrator shall launch the Settlement Website with the Long-Form Notice and disseminate the  
28 Short-Form Notice.

1 c. No later than DATE 21 DAYS AFTER PRELIMINARY APPROVAL, Class  
2 Counsel shall file their Fee and Cost Application with the Court and provide it to the Administrator  
3 to be promptly posted on the Settlement Website.

4 d. All objections must be filed with the Court and served on Class Counsel and  
5 Defendants' Counsel in accordance with the Agreement on or before DATE 66 DAYS AFTER  
6 PRELIMINARY APPROVAL.

7 e. All requests for exclusion must be submitted to the Administrator by email or  
8 U.S. Mail on or before DATE 66 DAYS AFTER PRELIMINARY APPROVAL in accordance with  
9 the Agreement.

10 f. No later than DATE 78 DAYS AFTER PRELIMINARY APPROVAL  
11 Defendants shall file with the Court the Administrator's Declaration of Compliance with Class  
12 Notice, and a list of the names and addresses of Class Members that have submitted Exclusion  
13 Requests.

14 g. No later than DATE 78 DAYS AFTER PRELIMINARY APPROVAL,  
15 Defendants' Counsel shall file with the Court copies of any written objections received from Class  
16 Members that were not properly filed with the Court.

17 h. No later than DATE 85 DAYS AFTER PRELIMINARY APPROVAL, Class  
18 Counsel shall file the Class Representative's Motion for Final Approval.

19 15. A Final Approval Hearing shall be held before this Court on DATE 99 DAYS  
20 AFTER PRELIMINARY APPROVAL, at TIME, in Department C-73 of the San Diego Superior  
21 Court, 330 West Broadway, San Diego, California 92101, to determine all necessary matters  
22 concerning the Agreement, including whether the proposed Settlement is fair, reasonable, and  
23 adequate, whether this Court should grant final approval, whether there should be any Fee and  
24 Expense Award and/or Incentive Award, and the amounts of any such awards.

25 16. Class Counsel, Defendants, and the Administrator are directed to carry out their  
26 obligations under the Agreement.

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1 **IT IS SO ORDERED**

2  
3 DATED: \_\_\_\_\_

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5 Hon. Joel R. Wohlfeil  
6 JUDGE OF THE  
7 SAN DIEGO SUPERIOR COURT  
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