

**FILED**  
Clerk of the Superior Court

JUN 28 2019

By: A. TAYLOR

**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 GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1           On March 15, 2019, this Court entered its Order (RoA # 221) preliminarily approving the  
2 class action settlement set forth in the Amended Stipulation And Agreement of Settlement (RoA #  
3 214, Ex. A, the "Agreement") finding that the Settlement appeared fair, adequate, and reasonable to  
4 the Class Members, free of collusion or indicia of unfairness, and within the range of judicial  
5 approval thereby sufficient to warrant the dissemination of Class Notice to the Class Members. The  
6 Court also conditionally certified the class of "Class Members" pursuant to Code of Civil Procedure  
7 section 382 and California Rules of Court Rule 3.769(d).

8           Currently pending before the Court is the unopposed Motion for Final Approval of the Class  
9 Action Settlement and Entry of Final Judgment filed by Plaintiff Karl Beck (the "Class  
10 Representative"). The Class Representative and defendants Point Loma Patients Consumer  
11 Cooperative Corporation, Adam Knopf, Justus H. Henkes IV, 419 Consulting Inc., Golden State  
12 Greens LLC, Far West Management LLC, Far West Operating LLC, Far West Staffing, and Does  
13 1-50 ("Defendants") are collectively referred to as "the Parties."

14           Also pending before the Court is the Class Representative's Motion for an Award of  
15 Attorneys' Fees and Expenses and Class Representative Incentive Award. RoA # 224. Due and  
16 adequate notice having been given of the class action settlement, the Agreement and of this hearing  
17 as required in the Preliminary Approval Order and the Court having considered all papers, including  
18 the lack of objections filed, having heard oral argument, and otherwise being fully informed and  
19 good cause appearing:

20           **IT IS HEREBY ORDERED THAT:**

21           1.       This Final Order incorporates the Agreement, as submitted to the Court with the  
22 Amended and Unopposed Motion for Preliminary Approval of Class Action Settlement, filed  
23 February 19, 2019 (RoA # 214, Ex. A). The capitalized terms used in this Final Order shall have  
24 the meanings and/or definitions given to them in the Agreement unless specified herein to the  
25 contrary.

1           2.       This Court has jurisdiction over the subject matter of this litigation and over all Class  
2 Members and over those persons and entities undertaking affirmative obligations under the  
3 Agreement.

4           3.       Pursuant to Code of Civil Procedure section 382 and California Rule of Court  
5 3.769(d), the Court hereby certifies for settlement purposes only the Class Members which it  
6 previously conditionally certified, as follows:

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

10          4.       Also pursuant to Code of Civil Procedure section 382 and California Rule of Court  
11 3.769(d), the Court further certifies for settlement purposes only the Settlement Class, which is  
12 comprised of all Class Members except persons who excluded themselves from the Settlement as  
13 identified on Exhibit I hereto.

14          5.       The Court hereby finds that the Class Notice given to Class Members and the  
15 Settlement Class (i) fairly and accurately described the litigation, and the proposed Settlement; (ii)  
16 provided sufficient information so that Class Members and the Settlement Class were able to decide  
17 whether to accept the benefits offered by the Settlement, exclude themselves from the Settlement,  
18 or object to the Settlement; (iii) adequately described the manner in which Class Members could  
19 exclude themselves from the Settlement or object to and/or to appear at the Final Approval Hearing;  
20 and (iv) provided the date, time and place of the Final Approval Hearing. The Court hereby finds  
21 that the Class Notice was the best notice practicable under the circumstances and complied fully  
22 with Code of Civil Procedure section 382, Due Process, and California Rule of Court 3.769.

23          6.       The Court hereby finds there were very few timely written objections and requests  
24 for exclusion from the Settlement. The small number of opt-outs and objections indicates that the  
25 majority of Class Members and the Settlement Class found the Settlement and the Agreement to be  
26 fair, reasonable, and adequate.

1           7.       The Court further finds that a full and fair opportunity has been afforded to the Class  
2 Members and the Settlement Class to opt-out of and to object to the Settlement, and to participate in  
3 the hearing convened to determine whether the Settlement should be given final approval.  
4 Accordingly, the Court hereby determines that all members of the Settlement Class are bound by  
5 this Final Approval Order.

6           8.       The Court hereby finds that the Settlement set forth in the Agreement is in all respects  
7 fair, reasonable, and adequate and in the best interests of the Settlement Class. In addition, the Court  
8 finds that there was no collusion in connection with the Settlement, that the Settlement was the  
9 product of an informed and arm's-length negotiations among competent counsel, and that the record  
10 is sufficiently developed to have enabled the Class Representative and Defendants to adequately  
11 evaluate and consider their positions. Accordingly, the Court hereby finally and unconditionally  
12 approves the Settlement set forth in the Agreement.

13           9.       Defendants are hereby ordered to create the Settlement Fund to pay for Patronage  
14 Distribution Credits to the Settlement Class pursuant to the terms of the Agreement. Defendants are  
15 hereby ordered to redistribute Patronage Distribution Credits not redeemed by Settlement Class  
16 Members within 12 months from the Patronage Distribution Date ("Remainder Credits") to future  
17 PLPCC patrons as \$5.00 credited toward each purchase from the PLPCC pursuant to the terms of  
18 the Agreement.

19           10.       The Class Representative and the Settlement Class now fully, finally and forever  
20 release, relinquish and discharge the Released Parties from any and all of the Class Released Claims,  
21 which under the Agreement means any and all actions, causes of action, claims, demands, liabilities,  
22 obligations, fees, costs, sanctions, proceedings, and/or rights of any nature and description  
23 whatsoever, including, without limitation, violations of any state or federal statutes, or rules or  
24 regulations, or principles of common law, whether liquidated or unliquidated, known or unknown,  
25 in law or in equity, whether or not concealed or hidden, by Plaintiff, members of the Settlement  
26 Class, or any of them (on their own behalf and/or on behalf of the proposed class or the general  
27 public) against Defendants, or any other Released Parties, through the date this Final Approval Order  
28

1 is entered, and that are based on, or arise out of, the facts, transactions, events, occurrences, acts,  
2 disclosures, advertisements, omissions, or failure to act concerning the facts alleged in the Action.  
3 Notwithstanding the above, as provided by the Agreement, "Class Released Claims" shall exclude  
4 any claims for personal injury on behalf of the Settlement Class.

5 11. The Class Representative now fully, finally, and forever releases, relinquishes, and  
6 discharges all of the Released Parties from any and all of the Class Representative's Individual  
7 Released Claims, which as provided by the Agreement, means any and all of the Class  
8 Representative's actions, causes of action, claims, demands, liabilities, obligations, fees, costs,  
9 sanctions, proceedings, and/or rights of any nature and description whatsoever, including, without  
10 limitation, violations of any state or federal statutes, rules or regulations, or principles of common  
11 law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not  
12 concealed or hidden, against Defendants, or any other Released Parties, through the date this Final  
13 Approval Order is entered, and that are based on, arise out of, the facts alleged in this Action. Also  
14 pursuant to the Agreement, the Class Representative now waives and relinquishes, to the fullest  
15 extent permitted by law, the provisions, rights, and benefits of Civil Code section 1542 and any and  
16 all provisions, rights, and benefits of any similar statute or law of California or of any other  
17 jurisdiction as to all known or unknown claims as against the Released Parties with respect to the  
18 Individual Released Claims and the Class Released Claims.

19 12. In its Preliminary Approval Order (RoA #221), the Court appointed and designated  
20 The Notice Company to act as the Administrator. The Notice Company is ordered to continue to act  
21 as the Administrator to perform those duties and responsibilities that remain under the Agreement  
22 and this Final Approval Order.

23 13. Class Counsel is hereby awarded a Fee and Expense Award of  
24 \$ 200,000 in attorneys' fees and reimbursement of expenses, pursuant to its Fee  
25 and Cost Application which sums the Court finds to be fair and reasonable and fairly compensates  
26 Class Counsel for its contributions to the prosecution of this action and the Settlement. The payment  
27 of attorneys' fees and costs shall be pursuant to the terms of the Agreement.  
28

1           14.     The Class Representative is hereby awarded an Incentive Award in the amount of  
2     \$ 5000, which the Court finds to be fair and reasonable and in recognition of his efforts in  
3     prosecuting the Action and the Settlement. Payment of the Incentive Award shall be pursuant to the  
4     terms of the Agreement.

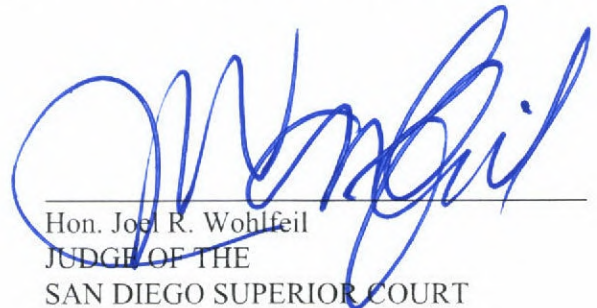
5           15.     All Parties to the Agreement and Class Counsel are directed to carry out their  
6     obligations under the Agreement.

7           16.     Without impacting the finality of this Final Approval Order, the Court hereby retains  
8     continuing jurisdiction to assure compliance with all terms of this Settlement in accordance with the  
9     Agreement and this Final Approval Order.

10          23.     The Administrator shall post a copy of this Final Approval Order on the Settlement  
11     Website within five (5) days of receipt.

12     **IT IS SO ORDERED**

13     DATED: 6-28 2019

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

# EXHIBIT 1

## EXCLUSION REQUESTS

1. Donna Rena Cotner Jones, 5736 Marina Bay Dr, Shreveport, LA 71119
2. Eric Estes, 11 Orlando Ct, Chula Vista, CA 91911
3. Preston R. Young, 3602 Armstrong St, San Diego, CA 92111
4. Robyn Siekierski, P.O. Box 4882, Oceanside, CA 92052
5. Anthony J. Davis, 2235 River Run Dr #3306, San Diego, CA 92108
6. Cody E. Aldridge, 110 North Second Ave #56, Chula Vista, CA 91910