FILED
Superior Court of California
County of Los Angeles
01/26/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Rosas Deputy

KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN: 249203)
ak@kazlg.com
Gil Melili, Esq. (SBN: 337116)
gil@kazlg.com
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Attorneys for Plaintiff,
Jennifer Goodwin

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – UNLIMITED CIVIL

JENNIFER GOODWIN, Individually and On Behalf of Others Similarly Situated,

Plaintiff,

v.

WHOLE FOODS MARKET, INC.; MRS. GOOCH'S NATURAL FOOD MARKETS, INC.; WHOLE FOODS MARKET CALIFORNIA, INC.,

Defendants.

Case No.: 21STCV40456

~~[PROPOSED]~~ **ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Assigned for all purposes to:
Hon. Carolyn B. Kuhl

Department: 12

Action Filed: November 3, 2021
Trial Date: None

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This Court, having held a continued Final Approval Hearing on January 26, 2026, having provided notice of that hearing in accordance with the Amended Order Granting Preliminary Approval of Class Action Settlement and Certification of Settlement Class, dated June 26, 2025 (the "Amended Preliminary Approval Order"), and having considered all matters submitted to it in connection with the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this order granting final approval of class action settlement (the "Final Approval Order" or this "Order"), and good cause appearing therefore,

HEREBY ORDERS THAT:

1. Unless otherwise defined, all capitalized terms in this Final Approval Order shall have the same meaning as they do in the First Amended Settlement Agreement and Release filed as Exhibit 1 to the Declaration of Abbas Kazerounian on February 3, 2025; the Addendum to First Amended Settlement Agreement and Release filed as Exhibit 1 to the Declaration of Jason A. Ibey on March 7, 2025; and the Second Addendum to First Amended Settlement Agreement filed as Exhibit 3 to the Declaration of Jason A. Ibey on September 23, 2025 (together, the "Agreement").

2. The Court has jurisdiction over the subject matter of the litigation and over the Settling Parties, including all Settlement Class Members with respect to the Settlement Class certified for settlement purposes only, which is as follows:

> All persons who purchased one or more of the Product[1] from Whole Foods Market in California or, if purchased remotely (such as online), while present in California between November 3, 2017, and March 13, 2025.
>
> Excluded from this definition are Mrs. Gooch's Natural Food Markets ("Mrs. Gooch's") and Whole Foods Market California, Inc. ("WFM California") (jointly, "Defendants"), as well as their affiliates, employees, officers, and directors, insurers, and the attorneys representing Defendants in this case; the judges and mediator to whom the Action is assigned; all persons who validly request exclusion from (opt-out of) the Settlement; and all persons who previously released any claims encompassed in this Settlement.

[1] The Product was known by two names during the Class Period, including "365 by Whole Foods Market Organic Hot Cocoa Rich Chocolate Flavor Mix" and an earlier name of "365 Everyday Value Organic Hot Cocoa Rich Chocolate Flavor Mix."

3. The Court finds that the Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the Action and of the strengths and weaknesses of their respective positions. Further, settlement resulted only after the parties negotiated over a period of several months, including after two separate mediation sessions before the Hon. Daniel Buckley (Ret.) of Signature Resolution on November 15, 2022, and January 19, 2024, as well as further negotiations after the first hearing to consider the parties' settlement on August 15, 2024, and were therefore well positioned to evaluate the benefits of the Agreement, considering the expense, risk, and uncertainty of protracted litigation with respect to several difficult questions of fact and law.

4. The Court finds that no Settlement Class Member objected to the Settlement and that only one Settlement Class Member timely requested exclusion from the Settlement.

5. The Court finds that one Settlement Class Member has validly requested exclusion from the Settlement. Accordingly, the individual, identified in the exclusion form as "J L" of Los Angeles, California, whom the Claims Administrator indicates is a member of the Amazon.com population, is excluded from the Settlement and is not bound by this Order or Final Judgement.

6. The Court finally certifies the Settlement Class for the purpose of settlement and finds, for settlement purposes only, that the litigation satisfies all the requirements of California Code of Civil Procedure § 382. Specifically: (a) the Settlement Class is sufficiently numerous that joinder of all its members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff is typical of the claims of the Settlement Class that she seeks to represent; (d) Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class Members for purposes of entering into the Agreement; (e) the questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

7. The Court finally appoints attorney Abbas Kazerounian, Jason A. Ibey and Gil Melili of the law firm of Kazerouni Law Group, APC, as Class Counsel for the Settlement Class.

8. The Court finally designates Plaintiff Jennifer Goodwin as the Class Representative.

9. The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation and proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Cal. R. Ct., rule 3.766(d), the California and United States Constitutions, and any other applicable law.

10. The Court finally approves the Settlement as fair, reasonable and adequate. The terms and provisions of the Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Settling Parties and the Settlement Class Members.

11. Mrs. Gooch's and WFM California shall comply with the terms of the Package and Label Changes pursuant to Paragraph 11 of the First Amended Settlement Agreement and Release.

12. The Court approves the plan for distribution of Settlement funds as set forth in the Agreement. The Claims Administrator is ordered to comply with the terms of the Agreement with respect to second distribution of settlement relief, if economically feasible, of the Individual Settlement Awards. Thereafter, unclaimed or uncashed funds shall be provided to California

Association of Food Banks as a *cy pres* distribution, which entity meets the requirements of California Code of Civil Procedure § 384.

13. Class Counsel have moved pursuant to the Agreement, Cal. Rule of Court, rule 3.769 for an award of attorneys' fees and reimbursement of expenses. Pursuant to Cal. Rule of Court, rule 3.769, this Court makes the following findings of fact and conclusions of law:

a. that the Settlement confers ~~substantial~~ reasonable benefits on the Settlement Class Members;

b. that the value conferred on the Class is immediate and readily quantifiable;

c. the 52,855 Approved Settlement Class Members shall be mailed a cash payment in the form of a check or sent a digital payment for approximately $1.89 representing their *pro rata* share of $100,000, as part of the Individual Settlement Awards;

d. that Class Counsel ~~vigorously and~~ effectively pursued the Settlement Class Members' claims before this Court in this complex case;

e. that the Settlement was obtained as a direct result of Class Counsel's advocacy;

f. the litigation and Settlement were a catalyst for the Packaging and Label Changes called for in Paragraph 11 of the First Amended Settlement Agreement and Release; and

g. the Settlement was reached following extensive negotiation between Class Counsel and Defendants' Counsel in good faith and in the absence of collusion, and with the assistance of an experienced mediator.

14. Accordingly, Class Counsel are hereby awarded $303,965.90 in attorneys' fees and $109,899.10 in litigation expenses, to be paid by Defendants, which this Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel in accordance with the terms of the Agreement, paid separate and apart from the Individual Settlement Awards. The Court also finds that Class Counsel's hourly rates are reasonable.

15. The Class Representative, as identified in the Preliminary Approval Order, is hereby awarded $5,000 for her efforts in this case, which amount shall be paid to Class Representative by Defendants in accordance with the terms of the Agreement as a fair and reasonable service award.

16. The Court also approves a payment of $131,135 to the Claims Administrator, to be paid by Defendants, as reasonable Administration Expenses.

17. The terms of the Agreement and of this Final Approval Order, including any exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Plaintiff, and all Settlement Class Members who did not validly exclude themselves from the Settlement, and anyone claiming through them such as heirs, administrators, successors, and assigns.

18. The Releases, which are set forth in Paragraph 26 of the First Amended Settlement Agreement and Release and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date the Settlement is fully funded by Defendants after the Effective Date; and the Released Parties are fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged by the Releasing Parties from all Released Claims. The Released Claims mean any and all claims, demands, rights, liabilities, suits, or causes of action, known or unknown, as of the Effective Date, that were or could have been asserted in the Action based upon, arising out of, or reasonably relating to, the claims in the Action including the amount of empty space within the Product's canister. Excluded from Released Claims are any and all claims for personal injury and/or wrongful death.

19. Neither the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Order, nor any of its terms and provisions nor the Final Judgment to be entered pursuant to this Order, nor any of its terms and provisions, shall be:

a. offered by any person or received against any Released Party as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in the

Action or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of any Released Party; or

b. offered by any person or received against any Released Party as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Released Party or any other wrongdoing by any Released Party; or

c. offered by any person or received against any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

20. The Court hereby bars and permanently enjoins all Settlement Class Members from (a) filing, commencing, prosecuting, intervening in, or participating in any way (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on the Released Claims, and (b) organizing Settlement Class Members (or any subgroup thereof) into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including, without limitation, by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

21. If an appeal is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Agreement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Agreement. If for any reason whatsoever this Settlement is not finalized or there is no Effective Date of the Settlement as detailed in the Agreement, the certification of the Settlement Class shall be void and the Parties and the Action will return to the

status quo as it existed prior to the Agreement in accordance with Paragraph 40 of the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Defendants, or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

22. The Court retains jurisdiction over the Settling Parties and the Settlement to enforce the Settlement and terms of this Final Approval Order, pursuant to California Rules of Court, rule 3.769(h).

23. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement.

24. Plaintiff shall cause this Final Approval Order to be promptly posted on the Settlement Website, pursuant to California Rules of Court, rule 3.771(b).

25. ~~A hearing shall be held on _____, 202_ at _____ for a final accounting and distribution of settlement funds.~~ A non-appearance case review is set for April 12, 2027 for review of the final report of the administrator and a proposed amended judgment for distribution to the cy pres recipient. A joint status report shall be filed in advance by April 6, 2027. ___, 202_.

DONE and ORDERED in Chambers in Los Angeles, California, this _____ day of January 2026.

01/26/2026

Carolyn B Kuhl

_____
Hon. Carolyn B. Kuhl
Superior Court Judge

cc: All Counsel of Record

Public court record.

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Court: Superior Court of California, County of Los Angeles
Case number: 21STCV40456

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