

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

THEODORE BROOMFIELD, *et al.*,

Plaintiffs,

v.

CRAFT BREW ALLIANCE, INC., *et al.*,

Defendants.

CASE NO.: 5:17-cv-01027-BLF

~~PROPOSED~~ FINAL JUDGMENT

~~PROPOSED~~ FINAL JUDGMENT

1
2 After having considered the Settlement Agreement and the exhibits attached thereto, all
3 papers filed and proceedings had herein, and after holding a hearing on December 19, 2019 on
4 Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees
5 and Costs and Class Representative Service Awards, the Court granted both of these motions.

6 IT IS HEREBY ORDERED AND ADJUDGED:

7 1. The Court, for purposes of this Final Judgment, adopts all defined terms as set forth
8 in the Settlement Agreement entered into between Plaintiffs Theodore Broomfield and Simone
9 Zimmer (“Plaintiffs”) and Defendant Craft Brew Alliance, Inc. (“CBA”) (collectively, “the
10 Parties”).

11 2. For the reasons and on terms stated in the Order (1) Granting Plaintiffs’ Motion for
12 Attorneys’ Fees and Costs and Class Representative Service Awards and (2) Granting Plaintiffs’
13 Motion for Final Approval of Class Action Settlement (“Final Approval Order”), and on terms
14 stated in the Settlement Agreement, Final Judgment is entered, pursuant to Fed. R. Civ. P. 58, for
15 Plaintiffs and the certified Class comprised of:

16 All Persons who purchased any four-pack, six-pack, twelve-pack or twenty-four-pack of
17 Kona Beers in the United States, its territories, or at any United States military facility,
during the Class Period.

18 Kona Beers is defined as:

19 [A]ll 4-pack, 6-pack, 12-pack, or 24-pack of Longboard Island Lager, Hanalei IPA,
20 Castaway IPA, Big Wave Golden Ale, Lemongrass Luau, Wailua Wheat, Fire Rock Pale
21 Ale, Pipeline Porter, Lavaman Red Ale, Koko Brown Ale, Kua Bay IPA, Gold Cliff IPA,
22 Kanaha Blonde Ale, Liquid Aloha Variety Pack, Island Hopper Variety Pack, Happy
Mahalo Variety Pack, and Wave Rider Tandem Pack. Excluded from this definition are all
Kona Beers that are sold without packaging (i.e., loose bottles, loose cans, and draft beer).

23 The Class Period is from February 28, 2013, through June 14, 2019.

24
25 3. The two Persons listed in Exhibit I to the Declaration of Ani S. Sarich (ECF No.
26 138-9) submitted timely and valid Requests for Exclusion and are hereby excluded from the Class.

27 4. Plaintiffs and all Class Members who did not validly and timely exclude
28 themselves from the Class, are deemed to have, and by operation of this Final Judgment have,

1 fully, finally, and forever released, relinquished and discharged all Released Claims against the
2 Released Parties.

3 5. The claims of Plaintiffs and all Class Members who did not validly and timely
4 exclude themselves from the Class are dismissed on the merits and with prejudice in accordance
5 with the Court's Final Approval Order.

6 6. The Parties shall implement the Settlement according to its terms.

7 7. If the Settlement does not become effective in accordance with its terms, this Final
8 Judgment shall be rendered null and void and shall be vacated and, in such event, all related orders
9 entered and all releases delivered in connection herewith also shall be rendered null and void.

10 8. The Parties shall each bear their own attorneys' fees and costs, except as otherwise
11 stated in the Settlement Agreement and the Court's Final Approval Order.

12 9. Within 21 days after the distribution of the settlement funds and payment of
13 attorneys' fees, the Parties shall file a Post-Distribution Accounting in accordance with this
14 District's Procedural Guidance for Class Action Settlements.

15 10. This document constitutes a final judgment and separate document for purposes of
16 Fed. R. Civ. P. 58(a).

17 11. Without affecting the finality of this Final Judgment in any way, the Court retains
18 jurisdiction over (1) implementation and enforcement of the Settlement Agreement until each and
19 every act agreed to be performed by the parties pursuant to the Settlement Agreement has been
20 performed; (2) any other actions necessary to conclude the Settlement and to administer,
21 effectuate, interpret, and monitor compliance with the provisions of the Settlement Agreement; (3)
22 all Parties to this action and Settlement Class members for the purpose of implementing and
23 enforcing the Settlement Agreement; and (4) disputes relating to attorneys' fees that are raised
24 within 90 days after the Settlement Administrator provides the final report regarding the
25 disbursement of the settlement funds.

26 //

27 //

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. The Court, finding that no reason exists for delay, hereby directs the Clerk of the Court to enter this Final Judgment forthwith and to close the file.

JUDGMENT ENTERED this February 11, 2020.



Honorable Beth Labson Freeman
United States District Judge