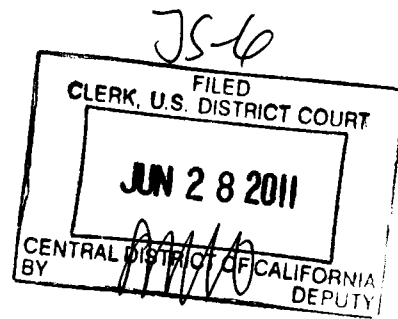


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7 *Attorneys for Plaintiff and*
 8 *The Settlement Class*

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

13 MARYAM BURCHAM, on Behalf of
 14 Herself and All Others Similarly
 Situated,

15 Plaintiff,

16 v.

17 WELCH FOODS, INC.,

18 Defendant.

19 -----
 CONSOLIDATED WITH
 20 -----

21 SEAN P. COURTNEY,

22 Plaintiff,

23 v.

24 WELCH FOODS, INC., et al.,

25 Defendants.

Case Nos. CV 09-05946 AHM (AGR_x) ✓

consolidated with

SA CV10-01427-AHM (AGR_x)

CLASS ACTION

~~PROPOSED~~ ORDER AND FINAL
 JUDGMENT

Date: June 27, 2011

Time: 10:00 a.m.

Crtn: 14

Judge: Honorable A. Howard Matz

1 On this 27th day of June, 2011, a hearing having been held before this Court
2 to determine: (i) whether the terms and conditions of the Stipulation of Settlement
3 between Plaintiff, on behalf of herself and the class, and Welch Foods, Inc.
4 (“Welch’s), dated March 10, 2011 (the “Stipulation”) are fair, reasonable and
5 adequate for the settlement of all claims asserted by the Class members against
6 Welch’s and the Released Parties in the Litigation now pending before this Court
7 under the above caption; and (ii) whether judgment should be entered dismissing
8 the Litigation on the merits and with prejudice as to all Class Members who have
9 not requested exclusion therefrom, and the Plaintiff and all Class Members shall be
10 forever barred from bringing or prosecuting, in any capacity, any action or
11 proceeding that involves or asserts any of the Released Claims against any of the
12 Released Parties.

13 And it appearing that a notice of hearing substantially in the form approved
14 by the Court was provided to all persons reasonably identifiable;

15 And the Court, having considered all matters submitted to it at the hearing
16 and otherwise having determined the fairness and reasonableness of the proposed
17 Settlement of the claims of the Class Members against Welch’s and the Released
18 Parties;

19 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

20 1. The Settlement is approved as fair, reasonable and adequate, and in the
21 best interests of the Class Members. The parties to the Settlement are directed to
22 consummate the Settlement in accordance with the terms and provisions of the
23 Amended Stipulation. Pursuant to Federal Rules of Civil procedure 23(b)(3), the
24 Class consists of all persons who purchased Welch’s 100% Juice White Grape
25 Pomegranate flavored 3 Juice blend from concentrate with added ingredients (the
26 “WGP Product”) during the period from July 1, 2007 through the date of this
27 judgment. Excluded from the Class are Welch’s, officers and directors of Welch’s
28 and its parent, subsidiaries and affiliates, and the legal representatives, heirs,

1 successors or assigns of any such excluded party. Also excluded from the Class are
2 the persons and entities who timely file a valid request for exclusion from the
3 Class.

4 2. The Court finds that the Class meets all requirements of Federal Rules
5 of Civil Procedure 23(a) and (b)(3) for certification of the class claims, including:
6 (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the Lead Plaintiff
7 and Class Counsel; (e) predominance of common questions of fact and law among
8 the Class; and (f) superiority.

9 3. Having considered the factors set forth in Rule 23(g)(1) of the Federal
10 Rules of Civil Procedure, the Court finds that Class Counsel have fairly and
11 adequately represented the Class for purposes of entering into and implementing
12 the Settlement, and thus, hereby appoint Class Counsel as counsel to represent the
13 Class Members.

14 4. The complaints in the above-captioned consolidated action, currently
15 pending before this Court, are hereby dismissed without costs and with prejudice in
16 full and final discharge of any and all claims or obligations that were or could have
17 been asserted in the Litigation, as against Welch's and all Released Parties.

18 5. No persons submitted timely and valid requests for exclusions
19 ("Opt-Outs").

20 6. The Court has received and considered the filed objection of plaintiffs
21 Courtney and Rojas to the Settlement and hereby overrules the objection for the
22 reasons set forth by the parties in their Responses to the objection. The Court has
23 considered all objections filed up until the date of the fairness hearing, whether
24 timely or untimely postmarked, and whether or not separately identified in the
25 moving papers. The Court overrules all objections, finding that they do not alter
26 the Court's finding that the Settlement Agreement is fair and reasonable.

27 7. "Released Claims" means any and all claims, actions and causes of
28 action in law or equity, suits, obligations, debts, demands, agreements, promises,

1 warranties, liabilities, controversies, damages, losses, attorneys' fees, costs or
2 expenses or any kind whatsoever, whether based on common law or on any federal
3 or state statute, rule, regulation, or other law or right of action, foreseen or
4 unforeseen, natural or unnatural, known or unknown, accrued or not accrued,
5 suspected or unsuspected, fixed or contingent, and whether or not concealed or
6 hidden, with the exception of claims for personal injury, that are based upon, or are
7 related to, arise from or are connected with the claims, or the factual bases for the
8 claims, asserted in the Litigation, or any facts, circumstances, statements,
9 omissions, events or other matters raised or referred to in the pleadings in the
10 Litigation which could have been raised against Welch's and any of the Released
11 Parties by the Lead Plaintiffs or any Class Member.

12 8. "Released Parties" means Welch Foods, Inc.; its officers, directors,
13 employees, agents, assigns, as well as its retail, wholesale or club store distributors,
14 as well as the National Grape Cooperative, and its officers, directors, employees,
15 agents, assigns, and each of its member growers, and each of their respective
16 employees, agents or assigns.

17 9. Class Members, the successors and assigns of any of them, and anyone
18 claiming through or on behalf of them, are hereby permanently enjoined and barred
19 from instituting, commencing or prosecuting, either directly or in any other
20 capacity, any Released Claim against any of the Released Parties.

21 10. The Released Claims are hereby ordered as compromised, settled,
22 released, discharged and dismissed as to each of the Released Parties on the merits
23 and with prejudice by virtue of the proceedings herein and this Judgment.

24 11. The Released Parties are hereby permanently enjoined and barred
25 from instituting, commencing or prosecuting, either directly or in any other
26 capacity, any claim arising from or out of the matters giving rise to the Litigation
27 against the Lead Plaintiff, Class Members or their attorneys.

28

1 12. The Released Parties' claims, arising out of the matters giving rise to
2 this Litigation, if any, against the Lead Plaintiff, Class Members or their attorneys,
3 are hereby comprised, settled, released, discharged and dismissed on the merits and
4 with prejudice by virtue of the proceedings herein and this Judgment.

5 13. Neither the Stipulation, nor any of its terms and provisions, nor any of
6 the negotiations or proceedings connected with it, nor any of the documents or
7 statements referred to therein shall be:

8 a. Offered in evidence as proof of liability or a presumption,
9 concession or an admission by any of the Released Parties of the truth of any fact
10 alleged or the validity of any claim that has been, could have been or in the future
11 might be asserted in the Complaint, or otherwise against the Released Parties, or of
12 any purported liability, fault, wrongdoing or otherwise of the Released Parties; or

13 b. Offered or received in evidence as proof of a presumption,
14 concession or an admission of any purported liability, wrongdoing, fault,
15 misrepresentation or omission in any statement, document, report or financial
16 statement heretofore or hereafter issued, filed, approved or made by any of the
17 Released Parties or otherwise referred to for any other reason, other than for the
18 purpose of and in such proceeding as may be necessary for construing terminating
19 or enforcing the Stipulation; or

20 c. Construed as a concession or an admission that the Lead
21 Plaintiff or the Class Members have suffered any damage; or

22 d. Construed as or received in evidence as an admission,
23 concession or presumption against the Lead Plaintiff or the Class Members or any
24 of them, that any of their claims are without merit.

25 14. Exclusive jurisdiction is hereby retained over the parties and the Class
26 Members for all matters relating to the Litigation, including the administration,
27 interpretation, effectuation or enforcement of the Stipulation and this Judgment.

28

1 15. The Court has considered the submissions by the parties and all other
2 relevant factors involving the prosecution of claims on behalf of the Class. Class
3 Counsel initiated the Litigation on behalf of the Lead Plaintiff and acted to protect
4 the Class. Their efforts have produced the Stipulation entered into in good faith
5 that provides a fair, reasonable, adequate and certain result for the Class. Class
6 Counsel is entitled to reasonable attorneys' fees for their work, which the Court
7 finds to be \$639,867.94 and to recover \$ 14,863.09 in expenses incurred in the
8 Litigation. The Lead Plaintiff is entitled to an incentive award of \$ 2,500.00 .

9 16. The finality of this Judgment shall not be affected in any manner by
10 rulings the Court may make on Lead Counsel's application for an award of
11 attorneys' fees and reimbursement of expenses.

12 17. The Court hereby finds that the notice described herein provided the
13 best notice practicable under the circumstances, and fully satisfied the requirements
14 of Federal Rules of Civil Procedure 23, the requirements of due process, 28 U.S.C.
15 Section 1715, and any other applicable law. Said notice was reasonably calculated
16 to reach actual, potential and likely Class Members, and to direct them to resources
17 informing them of the benefits of the Settlement, the right to exclude themselves
18 from the Class, and the consequences of doing so or not doing so. There having
19 been no timely Opt-Outs submitted, all Settlement Class Members are bound by
20 this Judgment and are eligible to receive cash refund(s) or a replacement product
21 coupon as provided to Class Members by the terms of the Stipulation but may not
22 pursue their own individual remedies against Defendant relating to any of the
23 Released Claims against any of the Released Parties.

24 18. Without affecting the finality of this Judgment, the Court reserves
25 jurisdiction over the implementation, administration and enforcement of this
26 Judgment and the Stipulation, and all matters ancillary thereto.

27

28

1 19. The Court finding that no reason exists for delay in ordering the final
2 judgment pursuant to Federal Rule of Civil Procedure 54(b), the clerk is hereby
3 directed to enter this Judgment forthwith.

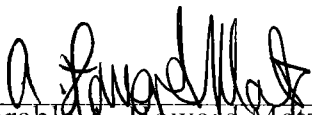
4 20. The parties are hereby authorized without needing further approval
5 from the Court, to agree to and adopt such modifications and expansions of, the
6 Stipulation, including without limitation, the forms to be used in the claims
7 process, which are consistent with this Judgment and do not limit the right of Class
8 Members under the Stipulation.

9 21. Defined terms herein are used as defined in the Stipulation between
10 Lead Plaintiff, on behalf of herself and the Class and Welch's.

11 22. In the event this Judgment does not become final, it shall be rendered
12 null and void and shall be vacated.

13 Dated:

June 27, 2011



Honorable A. Howard Matz
United States District Judge

15
16 Respectfully submitted,

17 **WEISS & LURIE**
18 Jordan L. Lurie
18 Zev B. Zysman
18 Joel E. Elkins

19
20 /s/ Jordan L. Lurie
Jordan L. Lurie

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24 *Attorneys for Plaintiff and
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