

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

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRUCE CORKER, *et al.*, on behalf of
themselves and others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE
CORPORATION, *et al.*,

Defendant.

Case No. 2:19-CV-00290-RSL

**FINAL JUDGMENT AND
ORDER OF DISMISSAL**

THIS MATTER comes before the Court upon the unopposed “Motion for Final Approval of the Class Settlement” filed by Plaintiffs. The Court, being fully advised of the premises of the Motion, FINDS:

1. Plaintiff commenced this action by filing their Complaint on February 27, 2019, and ultimately filed a Third Amended Complaint on April 30, 2020 (Dkt. 381) (“Complaint”). Plaintiffs alleged that the defendants violated the Lanham Act, 15 U.S.C. § 1125, by misleadingly labeling and selling coffee not from the Kona region as “Kona” coffee. On November 12, 2019, this Court denied motions to dismiss Plaintiffs’ original complaint (Dkt. 155), and discovery began.

1 2. Plaintiffs have negotiated class action settlements with eight defendants: (1) BCC
2 Assets LLC d/b/a Boyer’s Coffee (“BCC”), (2) Cameron’s Coffee and Distribution Company
3 (“Cameron’s”), (3) Copper Moon Coffee, LLC (“Copper Moon”), (4) Cost Plus Inc. (“Cost
4 Plus), (5) Pacific Coffee, Inc., d/b/a Maui Coffee Company (“MCC”), (6) Gold Coffee Roasters,
5 Inc., Costa Rican Gold Coffee Company, Inc., and John Parry (“Gold”), (7) Costco Wholesale
6 Corporation (“Costco”), and (8) The TJX Companies, Inc. and Marshalls of MA, Inc. (together,
7 “TJX”). (collectively, “Settling Defendants”). The Settlement Agreements with BCC,
8 Cameron’s, Copper Moon, Cost Plus, and MCC were attached as Exhibits 1-5 to the declaration
9 of counsel accompanying the Motion for Preliminary Approval of Class Action Settlements,
10 filed on January 29, 2021 (Dkt. 394-1 through 5), and the Settlement Agreements with Gold,
11 TJX, and Costco, were filed on March 8, 2021 as Exhibits 1-3 to the Motion for Preliminary
12 Approval of Class Action Settlements, filed on March 8, 2021 (Dkt. 412-1 through 3).

15 3. Through the Settlement Agreements, Settling Defendants will fully and
16 completely satisfy the claims of Class Members relating to the claims alleged by Plaintiffs in the
17 Third Amended Complaint by paying Class Members a total payment of \$13,105,750, and
18 provide injunctive relief relating to the labeling of the Kona coffee products at issue. Attorneys’
19 fees and costs of Class Counsel and administrative costs will be paid from the Settlement Fund.
20 By entering into the Settlement Agreements, the Settling Defendants made no admissions
21 relating to the claims raised in this lawsuit, nor did Plaintiffs make admissions relating to the
22 Settling Defendants’ Defenses.

24 4. The Settlement Class, as defined in each of the Settlement Agreements, includes
25 the following: All persons and entities who, between February 27, 2015, and the date of Court’s
26

1 order granting preliminary approval to the settlement, farmed Kona coffee in the Kona District
2 and then sold their Kona coffee. Excluded from the Settlement Class are any defendants to the
3 action, as well as any judge assigned to the action, and the judge's immediate family and staff.

4 5. The Settlement Agreements describe the claims that are being settled on behalf of
5 the Class (defined as the "Settled Claims"). The Settlement Agreements and their terms,
6 including the definitions, are incorporated into this Final Judgment And Order of Dismissal (the
7 "Final Judgment") as if fully set forth herein. The Settlement Agreements and Final Judgment
8 shall be referred to collectively herein as the "Settlements."

9
10 6. This Court entered an Order dated February 17, 2021, directing that notice of the
11 proposed Settlements with the first five Settling Defendants be effectuated as to the Settlement
12 Class (Dkt. 400), and an Order dated March 9, 2021, directing that notice of the proposed
13 settlements with the three additional defendants be effectuated as to the Settlement Class (Dkt.
14 414) (together, "Preliminary Approval Orders"). The Preliminary Approval Orders set a hearing
15 for June 18, 2021 to determine whether the proposed Settlements should be approved as fair,
16 reasonable and adequate.

17
18 7. In accordance with the Court's Preliminary Approval Orders, the Settlement
19 Administrator caused to be mailed and emailed to potential members of the Settlement Class for
20 whom addresses could be located, a notice (the "Settlement Notice") in the form approved by the
21 Court in the Preliminary Approval Orders. Also in accordance with the Court's Preliminary
22 Approval Orders, the Settlement Administrator also caused the publication notice to be placed in
23 the *West Hawaii Today*. The Court finds that the Settlement Notice, along with the publication
24 notice, provided to potential members of the Settlement Class constituted the best and most
25
26

1 practicable notice under the circumstances, thereby complying fully with due process and Rule
2 23 of the Federal Rules of Civil Procedure. The Court did not receive any objections to the
3 Settlement from class members.

4 8. The Settling Defendants caused to be mailed to the appropriate federal and state
5 officials the materials required to be submitted by the Class Action Fairness Act, 28 U.S.C.
6 § 1711, *et seq.* (“CAFA”). The Court finds that CAFA’s notice requirements have been
7 satisfied.
8

9 9. On June 18, 2021, the Court held a hearing on the proposed Settlements, at which
10 time all interested persons were given an opportunity to be heard. Furthermore, the Court has
11 read and considered all submissions in connection with the Settlements. Having done so, the
12 Court has determined that approval of the Settlements will bestow a substantial economic benefit
13 on the Settlement Class, result in substantial savings in time and money to the litigants and the
14 Court and will further the interests of justice, and that the Settlements are the product of good-
15 faith arm’s length negotiations between the Settling Parties.
16

17 NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,
18 ADJUDGED AND DECREED THAT:
19

20 10. The Settlement Agreements, including all of the terms defined therein including
21 but not limited to the definitions of “Settled Claims,” are incorporated herein. Any terms used in
22 this Final Judgment are governed by their definitions in the Settlement Agreements. The Court
23 has jurisdiction over the subject matter of this litigation and all parties to this litigation, including
24 all members of the Settlement Class.

25 11. Pursuant to Fed. R. Civ. P. 23(e), the Court finds that the proposed Settlement
26

1 Class meets the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3) as
2 follows:

3 a. The Settlement Class is so numerous that joinder of all members in a
4 single proceeding would be impracticable;

5 b. Resolution of the claims will involve common questions of law and fact;

6 c. The named Plaintiffs' claims are typical of those of the Settlement Class
7 Members;

8 d. The named Plaintiffs and Settlement Class Counsel have fairly and
9 adequately represented the interests of the Settlement Class and will continue to do so;
10 and

11 e. Questions of law and fact common to the Settlement Class predominate
12 over the questions affecting only individual Settlement Class Members, and certification
13 of the Settlement Class is superior to other available methods to the fair and efficient
14 adjudication of this controversy.

15
16
17 12. The certified Settlement Class is defined for purposes of the Settlement
18 Agreements and this Final Judgment as set forth in Paragraph 4 above.

19
20 13. Upon review and application of the factors set forth in Federal Rule of Civil
21 Procedure 23(e)(2), the Court finds that the Settlements were made in good faith and their terms
22 are fair, reasonable, and adequate as to the Settlement Class.

23 14. Therefore, the Settlements are approved in all respects, and shall be binding upon,
24 and inure to the benefit of, all members of the Settlement Class.

25 15. All Settled Claims are hereby dismissed with prejudice.
26

1 16. This Final Judgment may not be used as an admission by or against Settling
2 Defendants of any fact, claim, assertion, matter, contention, fault, culpability, obligation,
3 wrongdoing or liability whatsoever.

4 17. The Court has, by separate order, granted Class Counsel’s “Motion for Attorneys’
5 Fees and Reimbursement of Litigation Expenses.” The amount of Attorneys’ Fees and Litigation
6 Expenses awarded to Class Counsel shall be distributed to Class Counsel by the Settlement
7 Administrator from the Settlement Funds.

8 18. The Court reserves jurisdiction over this matter, the Settling Parties, and all
9 counsel herein, without affecting the finality of this Final Judgment, including over (a) the
10 implementation, administration, and enforcement of this Settlement and any award or
11 distribution from the Settlement Funds; (b) disposition of the Settlement Funds; and (c) other
12 matters related or ancillary to the foregoing.

13 19. Unless otherwise provided for by an individual Settling Defendant’s settlement
14 agreement, Settling Defendants shall pay their individual settlement amounts, less any payments
15 made prior to this Order, within 21 days of entry of this order.

16 20. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds
17 that there is no reason for delay in the entry of this Final Order and Judgment as a final order and
18 final judgment, and the Court further expressly directs the Clerk of the Court to file this Final
19 Order and Judgment as a final order and final judgment.
20
21
22

1 Dated this 25th day of June, 2021.

2
3 Robert S. Lasnik
4 Robert S. Lasnik
5 United States District Judge
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26