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9/23/2024 2:01 PM  
FRESNO COUNTY SUPERIOR COURT  
By: Sonia Nunez, Deputy

16 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
17 **IN AND FOR THE COUNTY OF FRESNO**

18 MANMOHAN DHILLON, dba RANCHOS  
19 VALERO, SATNAM PABLA, dba GMG  
20 FOOD STORE 101 and MADERA AVE.  
21 MARKET, SERGE HAITAYAN, dba 7-11  
22 NUMBER 17906b, DALJIT SINGH, dba  
23 LIQUOR MAX, and PAR VENTURES, LLC,  
24 dba, QUICK PICK, on Their Own Behalves  
25 and on Behalf of All Others Similarly Situated  
26 and on Behalf of the General Public,

27 Plaintiffs,

28 v.

ANHEUSER-BUSCH, LLC, DONAGHY  
SALES, LLC, a California Corporation;  
ANHEUSER-BUSCH DOES 1-5 and DOES  
6 through 50, inclusive,

Defendants.

CASE NO. 14CECG03039 JMS

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

JUDGE: Honorable Jonathan M. Skiles

DATE: November 5, 2024

TIME: 3:30PM

DEPT: 403

1           WHEREAS, the Court is advised that the Parties, through their counsel, have agreed,  
2 subject to Court approval following notice to the Class and a hearing, to settle this Action upon  
3 the terms and conditions set forth in the Stipulation of Settlement dated September 27, 2023 (the  
4 “Stipulation” or “Settlement”); and

5           WHEREAS, on May 21, 2024, the Court entered its Order Granting Preliminary Approval  
6 of Class Action Settlement, which preliminarily approved the Settlement, and approved the form  
7 and manner of notice to the Class of the Settlement, setting a schedule, procedures, and a final  
8 approval hearing, and said notice has been made, and the final approval hearing having been held;  
9 and

10           NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and  
11 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in  
12 the Stipulation is fair, reasonable, and adequate, and upon a Final Approval Hearing having been  
13 held after notice to the Class of the Settlement to determine if the Settlement is fair, reasonable,  
14 and adequate and whether the Judgment should be entered in this Action;

15           **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

16           A.     The provisions of the Stipulation, including definitions of the terms used therein,  
17 are hereby incorporated by reference as though fully set forth herein.

18           B.     This Court has jurisdiction of the subject matter of this Action and over all of the  
19 Parties and all Class Members for purposes of the Settlement.

20           C.     The form, content, and method of dissemination of notice given to the Class and all  
21 persons entitled to receive such notice was adequate and reasonable and constituted the best notice  
22 practicable under the circumstances, including individual notice to all Class Members who could  
23 be identified through reasonable effort.

24           D.     Notice, as given, complied with the requirements of California law, satisfied the  
25 requirements of due process, and constituted due and sufficient notice of the matters set forth  
26 herein.  
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1 E. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate:

2 (i) The Settlement was negotiated at arm's length by Class Representatives on  
3 behalf of the Class and by Defendants, all of whom were represented by highly experienced and  
4 skilled counsel. The case settled only after, among other things: (a) mediations conducted by an  
5 experienced mediator who was familiar with this Action; (b) the exchange between Plaintiffs and  
6 Defendants of detailed mediation statements and exhibits prior to the mediations which highlighted  
7 the factual and legal issues in dispute; (c) follow-up negotiations between the Class  
8 Representatives and Defendants; (d) Plaintiffs' Counsel's extensive investigation and litigation of  
9 the case, which included, among other things, i) extensive written, deposition and informal  
10 discovery of Plaintiffs, Defendants and third parties, and ii) numerous Plaintiffs and Defendants'  
11 expert reports and depositions; (e) the drafting and submission of detailed complaints; (f) extensive  
12 motion practice including demurrers, and multiple motions for class certification and appeals  
13 therefrom; and (g) the review and analysis of extensive document productions by Defendants,  
14 Plaintiffs and third parties. Accordingly, both the Class Representatives and Defendants were well-  
15 positioned to evaluate the settlement value of this Action. The Stipulation has been entered into  
16 in good faith and is not collusive.

17  
18 (ii) If the Settlement had not been achieved, both Class Representatives and  
19 Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no  
20 position on the merits of either Class Representatives' or Defendants' arguments but notes these  
21 arguments as evidence in support of the reasonableness of the Settlement.

22 F. Class Representatives and Plaintiffs' Counsel have fairly and adequately  
23 represented the interest of the Class Members in connection with the Settlement.

24 G. Class Representatives, all Class Members, and Defendants are hereby bound by the  
25 terms of the Settlement set forth in the Stipulation.  
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1                   **IT IS HEREBY ORDERED THAT:**

2                   1.       The Settlement on the terms set forth in the Stipulation is finally approved as fair,  
3 reasonable, and adequate. The Settlement shall be implemented, performed, and consummated in  
4 accordance with the material terms, conditions and provisions of the Stipulation without material  
5 modification of those terms, conditions and provisions. The Parties are to bear their own costs,  
6 except as otherwise provided in the Stipulation.

7                   2.       All Defendant Released Parties and Plaintiff Released Parties as defined in the  
8 Stipulation are released from all Released Claims in accordance with, and as defined in, the  
9 Stipulation.

10                  3.       Upon the Effective Date, each of the Plaintiff Releasing Parties shall be deemed to  
11 have, and by operation of this Judgment shall have, fully, finally, and forever released,  
12 relinquished, and discharged all Plaintiff Released Claims against the Defendant Released Parties,  
13 whether or not such Class Member executes and delivers a Proof of Claim and Release.

14                  4.       Upon the Effective Date, each of the Defendant Releasing Parties shall be deemed  
15 to have, and by operation of this Judgment shall have, fully, finally, and forever released,  
16 relinquished, and discharged all Defendant Released Claims against the Plaintiff Released Parties.

17                  5.       All Class Members who have not objected to the Settlement in the manner provided  
18 in the Notice of Proposed Settlement of Class Action (“Notice”) are deemed to have waived any  
19 objections by appeal, collateral attack, or otherwise.

20                  6.       All Class Members who have failed to properly submit requests for exclusion  
21 (requests to opt out) from the Class are bound by the terms and conditions of the Stipulation and  
22 this Judgment.

23                  7.       To date, there have been no requests for exclusion by any persons or entities to this  
24 Judgment. Should any be submitted after the date of this filing, Plaintiffs’ counsel will apprise the  
25 Court accordingly.  
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1           8.       All other provisions of the Stipulation are incorporated into this Judgment as if fully  
2 rewritten herein.

3           9.       Class Representatives and all Class Members are hereby barred and enjoined from  
4 instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Plaintiff  
5 Released Claims against any of the Defendant Released Parties.

6           10.      Neither the Stipulation nor the Settlement, nor any act performed or document  
7 executed pursuant to or in furtherance of the Stipulation or the Settlement:

8                   (a)      Shall be offered or received against Defendants as evidence of, or evidence  
9 in support of, a presumption, concession, or admission with respect to any liability, negligence,  
10 fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any  
11 civil, criminal, or administrative action or proceeding, other than such proceedings as may be  
12 necessary to effectuate the provisions of the Stipulation; however, Defendants may refer to it to  
13 effectuate the liability protection granted them hereunder;

14                   (b)      Shall be construed as or received in evidence as an admission, concession,  
15 or presumption against Class Representatives or any of the Class Members that any of their claims  
16 are without merit, or that any defenses asserted by Defendants have any merit, or that damages  
17 recoverable in this Action would have exceeded the Settlement Fund; and

18                   (c)      Notwithstanding the foregoing, Defendants, Class Representatives, Class  
19 Members, and/or the Released Parties may file the Stipulation and/or this Judgment in any action  
20 that may be brought against them in order to support a defense or counterclaim based on principles  
21 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or  
22 any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.  
23

24           11.      The Court hereby finds and concludes that due and adequate notice was directed to  
25 all Persons and entities who are Class Members advising them of the Plan for Allocation of  
26 Settlement Proceeds and of their right to object thereto, and a full and fair opportunity was  
27

1 accorded to all Persons and entities who are Class Members to be heard with respect to the Plan  
2 of Allocation.

3 12. The Court hereby finds and concludes that the methodology for the calculation of  
4 the claims of Class Members, which is set forth in the Notice sent to Class Members, provides a  
5 fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund  
6 established by the Stipulation among Class Members, with due consideration having been given  
7 to administrative convenience and necessity.

8 13. The Court finds that there is no just reason for delay and directs that the judgment  
9 of dismissal as to Defendants shall be final and appealable and entered forthwith.

10 14. In the event that the Stipulation is terminated in accordance with its terms: (i) this  
11 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action  
12 shall proceed as provided in the Stipulation.

13 15. Without affecting the finality of this Judgment in any way, this Court retains  
14 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution  
15 of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund;  
16 (c) hearing and determining applications for attorneys' fees, interest, expenses and service awards  
17 in the Action; and (d) all Parties hereto for the purpose of construing, enforcing, and administering  
18 the Stipulation.  
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22 DATED: \_\_\_\_\_

\_\_\_\_\_  
23 THE HONORABLE JONATHAN M. SKILES  
24 SUPERIOR COURT OF CALIFORNIA  
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