

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

KRISTIN COBBS,  
Plaintiff,  
v.  
VNGR BEVERAGE LLC,  
Defendant.

Case No. [24-cv-03229-HSG](#)

**ORDER GRANTING MOTION FOR  
FINAL APPROVAL**

Re: Dkt. No. 69

Before the Court is Plaintiffs’ unopposed motion for final approval of class action settlement, Dkt. No. 69. The Court held a final fairness hearing on November 20, 2025. Dkt. No. 73. The Court **GRANTS** the motion for final approval.<sup>1</sup>

**I. BACKGROUND**

**A. Factual Allegations and Procedural Background**

This is a putative class brought on behalf of purchasers of Poppi Prebiotic Soda (“Poppi”). See Dkt. No. 54 (“TAC”) ¶ 1. Plaintiffs allege that Defendant VNGR Beverage, LLC markets Poppi as “gut healthy” due to its inclusion of prebiotic dietary fiber, but that this representation is misleading, as Poppi actually harms gut health. *Id.* ¶¶ 3, 5. Plaintiffs allege that Poppi is harmful and ineffective due to its low fiber content, high sugar content, and use of agave inulin, a type of

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<sup>1</sup> The Court will issue a separate order addressing Plaintiffs’ motion for attorneys’ fees, costs, and awards, Dkt. No. 64, once class members have been given additional time to specifically object to that motion, as discussed in Dkt. Nos. 78 and 79. The Court had previously required Plaintiffs to include language in all notices “specifically stating that Class Members may object to the attorneys’ fees motion and request for Plaintiffs’ incentive awards.” Dkt. No. 61 at 15; *see also* Fed. R. Civ. Proc. 23(h)(1). While Plaintiffs included this language in their publication notices and long-form notice, they accidentally omitted it from the email notice. See Dkt. No. 69-1 at 13–14. Out of an abundance of caution, the Court ordered Plaintiffs to send a supplementary email notice informing class members who previously received the email notice and submitted a claim of this specific right. Dkt. No. 79.

1 prebiotic fiber that, according to Plaintiffs, is less effective for promoting gut health and has been  
2 linked to adverse health effects. *Id.* ¶¶ 3–4.

3 Specifically, Plaintiffs claim that because Poppi products contain at most two grams of  
4 prebiotic fiber, consumers would need to drink more than four Poppi sodas per day for 21  
5 consecutive days in order to notice any positive “prebiotic” effects. *Id.* ¶ 61. However, Plaintiffs  
6 allege that any such benefits would be offset by the simultaneous consumption of an unhealthy  
7 amount of sugar due to Poppi’s high sugar content. *Id.* ¶ 62. Plaintiffs maintain that consumers  
8 reasonably relied on Defendant’s “gut healthy” representations when paying a premium for Poppi  
9 products, and thus suffered economic injuries due to those misrepresentations. *Id.* ¶¶ 68–71.

10 Plaintiff Kristin Cobbs filed an initial complaint in May 2024. Dkt. No. 1. The Cobbs  
11 action was eventually related to and consolidated with another class action against Defendant in  
12 June 2024. Dkt. Nos. 18, 22. Plaintiffs filed an amended consolidated complaint in July 2024.  
13 Dkt. No. 29. A third case was then related and consolidated, Dkt. Nos. 31, 36, and Plaintiffs filed  
14 a second amended consolidated complaint in August 2024. Dkt. No. 35. Defendant then filed a  
15 motion to dismiss the second amended complaint. Dkt. No. 37. A fourth case was related in  
16 October 2024. Dkt. No. 40. The consolidated action was then stayed while the parties negotiated  
17 and finalized a settlement agreement. Dkt. Nos. 49, 51. In December 2024, the parties  
18 participated in a full-day mediation with Judge Jay C. Gandhi (Ret.). *See* Dkt. No. 55-1 ¶ 15. The  
19 parties ultimately entered into a settlement agreement. *See id.*, Ex. 1 (“Settlement Agreement” or  
20 “SA”).

21 The Court granted the parties’ request to file a third amended consolidated complaint  
22 ahead of filing a motion for preliminary approval and terminated the pending motion to dismiss.  
23 Dkt. No. 53. Plaintiffs then filed the operative third amended consolidated complaint, Dkt. No.  
24 54, which asserts the following causes of action against Defendant: violation of California’s  
25 Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”); violation of  
26 California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; common law fraud,  
27 deceit, and/or misrepresentation; violation of California’s Unfair Competition Law, Cal. Bus. &  
28 Prof. Code § 17200, *et seq.* (“UCL”); unjust enrichment; breach of express warranty; and breach

1 of implied warranty. *See* TAC ¶¶ 99–164.

2 On March 14, 2025, Plaintiffs filed their motion for preliminary approval. Dkt. No. 55.  
3 The Court held a hearing on the motion and took it under submission in May 2025. Dkt. No. 59.  
4 The Court subsequently directed the parties to submit additional evidence including (1) updated  
5 notices that define a household for purposes of the settlement and that explain that claims from  
6 people in the same household will be combined as one; (2) a supplemental declaration clarifying  
7 the proposed order as discussed on the record; and (3) a redlined version of the notices and claim  
8 form. *See id.* The parties submitted a timely response. *See* Dkt. No. 60. The Court then granted  
9 the motion for preliminary approval on May 23, 2025. Dkt. No. 61.

10 Plaintiffs now seek final approval of the class action settlement, and Class Counsel seeks  
11 attorneys’ fees, costs, and incentive awards for the named Plaintiffs. *See* Dkt. Nos. 64, 69. The  
12 Court held a final fairness hearing on November 20, 2025. *See* Dkt. No. 73.

13 **B. Settlement Agreement**

14 The key terms of the Settlement Agreement are as follows:

15 Class Definition: The Settlement Class is defined as “all persons in the United States who,  
16 between January 23, 2020 and the Settlement Notice Date, purchased in the United States, for  
17 household use and not for resale or distribution, one or more of the Products.” SA § Definitions, I.  
18 “Products” is defined as “all flavors and package sizes of Poppi’s beverages sold between January  
19 23, 2020 and the Settlement Notice Date.” *Id.* § Definitions, JJ.

20 Settlement Benefits: Defendant will make a \$8,900,000 non-reversionary payment. SA  
21 §§ 1.1, 1.6. This gross settlement fund will cover Court-approved attorneys’ fees and costs,  
22 settlement administration fees, incentive payments to the named Plaintiffs, and payments to Class  
23 Members for approved claims. *Id.* § 1.3. Class Members who submit an approved claim will  
24 receive \$0.75 per single can of Product purchased, \$3.00 per 4-pack of the Products purchased,  
25 \$6.00 per 8-pack of the Products purchased, and \$9.00 per 12-pack or 15-pack of the Products  
26 purchased. *Id.* § 6.1.5. The minimum class payment for any approved claim is \$5.00 per  
27 Household (subject to availability of funds), and the maximum class payment for any approved  
28

1 claim without proof of purchase is \$16.00 per Household.<sup>2</sup> *Id.* If the total value of all approved  
 2 claims either exceeds or falls short of the funds available for distribution to Class Members, then  
 3 the amounts of the class payments will be reduced or increased pro rata. *Id.* § 6.4. If there is an  
 4 upward adjustment, the maximum amount a person who submits a claim without proof of  
 5 purchase may receive is \$80. *Id.* The parties propose that any remaining funds go to Feeding  
 6 America as the *cy pres* recipient. *Id.* § 1.6.<sup>3</sup>

7 Release: The named Plaintiffs and all Class Members and their successors, shall:

8 release and forever discharge and covenant not to sue, and are  
 9 permanently enjoined from suing the Released Persons and including  
 10 Poppi's past, present or future direct or indirect parents, subsidiaries,  
 11 divisions, affiliates and related entities, stockholders, shareholders,  
 12 officers, directors, partners, insurers, investors, employees, agents,  
 13 attorneys, advisors, consultants, joint venturers, independent  
 14 contractors, wholesalers, resellers, distributors, retailers, related  
 15 companies, divisions, and any of their legal representatives (and the  
 16 predecessors, heirs, executors, administrators, successors, purchasers,  
 17 and assigns of each of the foregoing) from the Released Claims.

18 *Id.* § 9.1. "Released Claims" include:

19 any and all claims, demands, actions, causes of action, lawsuits,  
 20 arbitrations, damages, liabilities, or penalties, whether federal or state,  
 21 known or unknown, asserted or unasserted, regardless of legal theory,  
 22 legal, equitable, or otherwise, that were or could have been asserted  
 23 in the Consolidated Action or that arise out of or relate to the labeling,  
 24 advertising, or formulation of the Products between January 23, 2020  
 25 and the Settlement Notice Date.

26 *Id.* § Definitions, LL. Notice to Class Members will include the following language:

27 If you do not Opt-Out, you give up your right to bring a separate  
 28 lawsuit. To object, you must file a written Objection that complies  
 with the requirements in the Long Form Notice available at  
 www.poppisettlement.com. . . . Do nothing, and you will not receive

29 <sup>2</sup> A "Household" is "any number of persons occupying the same dwelling unit." SA § Definitions,  
 30 W.

31 <sup>3</sup> "A *cy pres* award must be guided by (1) the objectives of the underlying statute(s) and (2) the  
 32 interests of the silent class members, and must not benefit a group too remote from the plaintiff  
 33 class." *Dennis v. Kellogg Co.*, 697 F.3d 858, 865 (9th Cir. 2012) (internal quotations omitted). As  
 34 the Court has previously discussed, Feeding America is a non-profit organization that provides  
 35 free meals and nutrition access and advocates for access to food and nutrition assistance programs.  
 36 See Dkt. No. 61 at 10. As a result, it shares Settlement Class Members' interest in promoting  
 37 accurate nutrition and health information to the public. Accordingly, the Court finds that Feeding  
 38 America is an appropriate recipient for *cy pres* distribution under the Ninth Circuit's requirements.

1 a Class Payment and you will release the Released Claims against  
2 Defendant that relate to the allegations in the lawsuits.

3 SA, Exs. B, C (emphasis omitted).

4 Incentive Awards: Class Counsel may apply for an incentive award for each of the named  
5 Plaintiffs of no more than \$5,000. SA § 8.2.

6 Attorneys' Fees and Costs: The Settlement Agreement provides that Class Counsel will  
7 apply for an award of up to 30% of the gross settlement amount. *Id.* § 8.1. Plaintiffs' motion for  
8 attorneys' fees states that Class Counsel requests \$2,670,000 in attorneys' fees (30% of the gross  
9 settlement amount) and \$23,593.48 in costs. Dkt. No. 64 at 9.<sup>4</sup>

10 Opt-Out Procedure: Class Members must object to the Settlement Agreement or opt out  
11 (via regular mail only) within 60 days after the date that the notice plan commences. SA §§ 4.3,  
12 4.4, 5.2, 5.4.

## 13 **II. FINAL SETTLEMENT APPROVAL**

### 14 **A. Class Certification**

15 Final approval of a class action settlement requires, as a threshold matter, an assessment of  
16 whether the class satisfies the requirements of Federal Rules of Civil Procedure 23(a) and (b).  
17 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019–22 (9th Cir. 1998). Because no facts that would  
18 affect these requirements have changed since the Court preliminarily certified the class on May  
19 23, 2025, this order incorporates by reference the Court's prior analysis under Rules 23(a) and (b)  
20 as set forth in the order granting preliminary approval. *See* Dkt. No. 61 at 6–7.

### 21 **B. The Settlement**

22 “The claims, issues, or defenses of a certified class—or a class proposed to be certified for  
23 purposes of settlement—may be settled . . . only with the court's approval.” Fed. R. Civ. Proc.  
24 23(e). The Court may finally approve a class settlement “only after a hearing and only on finding  
25 that it is fair, reasonable, and adequate.” *Id.* 23(e)(2). “The purpose of Rule 23(e) is to protect the  
26 unnamed members of the class from unjust or unfair settlements affecting their rights.” *In re*  
27 *Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008).

28 <sup>4</sup> For ease of reference, the Court refers to ECF pagination rather than the document's internal  
pagination unless otherwise noted.

1 To determine whether a settlement is fair, reasonable, and adequate, the Court must  
2 consider whether:

- 3 (A) the class representatives and class counsel have adequately  
4 represented the class; (B) the proposal was negotiated at arm's length;  
5 (C) the relief provided for the class is adequate, taking into account:  
6 (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness  
7 of any proposed method of distributing relief to the class, including  
8 the method of processing class-member claims; (iii) the terms of any  
9 proposed award of attorney's fees, including timing of payment; and  
10 (iv) any agreement required to be identified under Rule 23(e)(3); and  
11 (D) the proposal treats class members equitably relative to each other.

12 *In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 674 (9th Cir. 2025) (quoting Fed. R.  
13 Civ. Proc. 23(e)(2)).<sup>5</sup> In addition, “[a]dequate notice is critical to court approval of a class  
14 settlement under Rule 23(e).” *Hanlon*, 150 F.3d at 1025.

15 Where the parties reach a class action settlement prior to class certification, the Ninth  
16 Circuit has cautioned that such settlement agreements “must withstand an even higher level of  
17 scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under  
18 Rule 23(e) before securing the court’s approval as fair.” *Roes, 1–2 v. SFBSC Mgmt., LLC*, 944  
19 F.3d 1035, 1048–49 (9th Cir. 2019) (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d  
20 935, 946 (9th Cir. 2011)). “This more exacting review is warranted to ensure that class  
21 representatives and their counsel do not secure a disproportionate benefit at the expense of the  
22 unnamed plaintiffs who class counsel had a duty to represent.” *Id.* (internal quotations marks and  
23 citations omitted).

24 The Ninth Circuit has identified several “subtle signs” the Court should consider in  
25 determining whether “class counsel have allowed pursuit of their own self-interests . . . to infect  
26 the negotiations.” *Roes*, 944 F.3d at 1043 (quotation omitted). These include: “(1) when counsel  
27 receive[s] a disproportionate distribution of the settlement; (2) when the parties negotiate a clear-  
28 sailing arrangement, under which the defendant agrees not to challenge a request for an agreed-  
upon attorney’s fee; and (3) when the agreement contains a kicker or reverter clause that returns

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<sup>5</sup> Before 2018, courts applied what were often referred to as the “*Hanlon*” factors, as articulated in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). “The key *Hanlon* factors are now baked into the text of Rule 23(e), and the remaining ones can still be considered for Rule 23(e)(2) analysis.” *In re Cal. Pizza Kitchen*, 129 F.4th at 674.

1 unawarded fees to the defendant, rather than the class.” *McKinney-Drobnis v. Oreshack*, 16 F.4th  
 2 594, 607–08 (9th Cir. 2021) (quotation omitted). As discussed below, the Court finds that Class  
 3 Members received adequate notice, there is no evidence of collusion or conflicts of interest, and  
 4 the proposed settlement is fair, adequate, and reasonable.

5 **i. Adequacy of Notice**

6 Under Federal Rule of Civil Procedure 23(e), the Court “must direct notice in a reasonable  
 7 manner to all class members who would be bound by the proposal.” Fed. R. Civ. Proc.  
 8 23(e)(1)(B). For a damages class, this requires “the best notice that is practicable under the  
 9 circumstances, including individual notice to all members who can be identified through  
 10 reasonable effort.” *Id.* 23(c)(2)(B). The notice must “clearly and concisely state in plain, easily  
 11 understood language” the nature of the action, the class definition, the class members’ right to  
 12 exclude themselves from the class, the time and manner for requesting exclusion, and the binding  
 13 effect of class judgment. *Id.* Although Rule 23 requires that reasonable efforts be made to reach  
 14 all class members, it does not require that each class member actually receive notice. *See Silber v.*  
 15 *Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994) (noting that the standard for class notice is “best  
 16 practicable” notice, not “actually received” notice).

17 The Court finds that the notice plan previously approved by the Court was implemented  
 18 and complies with Rule 23(c)(2)(B). *See* Dkt. No. 61 at 13–15. First, Verita, the Settlement  
 19 Administrator, posted copies of the Notice, Claim Form, and other case-related documents on the  
 20 settlement website. *See* Dkt. No. 69-1 (“Antonio Decl.”) ¶ 10. Second, Verita successfully  
 21 delivered 304,196 email notices to the Class Members for whom Defendant provided valid email  
 22 addresses. *Id.* ¶¶ 5–7. For Class Members whose emails were undelivered, Verita made two  
 23 additional delivery attempts. *Id.*<sup>6</sup> Third, Verita published the Summary Notice as a quarter-page  
 24 ad in four issues of *USA Today* in the Los Angeles, San Francisco, and Phoenix regions. *Id.* ¶ 8.  
 25 Fourth, Verita programmatically delivered more than 30 million advertising impressions via  
 26 various websites and mobile apps, as well as on Facebook and Instagram, from July 18, 2025,  
 27

28 <sup>6</sup> Verita could not deliver 96,328 emails after three attempts. Antonio Decl. ¶ 7.

1 through September 15, 2025. *Id.* ¶ 9. Fifth, Verita established and maintained a toll-free  
 2 settlement number, which received 291 calls. *Id.* ¶ 12. As of October 17, 2025, Verita received  
 3 no objections to the settlement, and only six Class Members requested exclusion. *Id.* ¶¶ 17–18.<sup>7</sup>

4 **ii. Fairness, Adequacy, and Reasonableness**

5 Having found the notice procedures adequate under Rule 23(e), the Court next considers  
 6 whether the entire settlement comports with Rule 23(e).

7 In evaluating the motion for preliminary approval, the Court considered all three signs of  
 8 collusion that the Ninth Circuit has identified. *See* Dkt. No. 61 at 8–9; *see also McKinney-*  
 9 *Drobnis*, 16 F.4th at 607–08. Nothing in the record changes the Court’s preliminary conclusion  
 10 regarding these factors. The proposed settlement is non-reversionary; there is no clear sailing  
 11 agreement; the majority of the monetary settlement will be distributed to the class; and the Court  
 12 still carefully scrutinizes the request for attorneys’ fees and costs to ensure class members’  
 13 interests are protected under the settlement.<sup>8</sup>

14 The Court further finds that the other factors discussed in Rule 23(e) indicate that the  
 15 proposed settlement is fair, adequate, and reasonable.

16 **a. Adequacy of Representation**

17 First, the Court must consider whether “the class representatives and class counsel have  
 18 adequately represented the class.” Fed. R. Civ. Proc. 23(e)(2)(A). The Court previously found  
 19 that Plaintiffs and Class Counsel have prosecuted the action vigorously and that there is no  
 20 evidence that either have a conflict with other class members. Dkt. No. 61 at 6. Nothing in the  
 21 record here changes that conclusion. In addition, while this case was at a relatively early stage and  
 22 little discovery had been conducted, the Court is persuaded that Class Counsel “had sufficient  
 23

24 \_\_\_\_\_  
 25 <sup>7</sup> As mentioned, the Court has ordered Plaintiffs to provide additional notice regarding Class  
 26 Members’ right to object to the attorneys’ fees. The notice required before awarding fees under  
 Rule 23(h) is separate from the notice required for settlement under Rule 23(e), so the Court does  
 not discuss this additional notice here.

27 <sup>8</sup> The Court will issue a separate order addressing whether Plaintiffs’ request for an above-  
 28 benchmark fees award is warranted. But nothing about Plaintiffs’ request—including the full  
 amount requested—suggests that “class counsel have allowed pursuit of their own self-  
 interests . . . to infect the negotiations.” *Roes*, 944 F.3d at 1043.

1 information to make an informed decision” about the merits of the case. *See In re Mego Fin.*  
 2 *Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000), *as amended* (June 19, 2000); Dkt. No. 69 at  
 3 16–17 (discussing preparation and research prior to settlement). Accordingly, this factor weighs  
 4 in favor of approval.

5 **b. Arm’s Length Negotiation**

6 Next, the Court must consider whether the Settlement Agreement was negotiated at arm’s  
 7 length. Fed. R. Civ. Proc. 23(e)(2)(B). This agreement was facilitated through arm’s-length  
 8 discussions overseen by a neutral mediator, *see* Dkt. No. 55-1 ¶ 13, thereby reducing the  
 9 likelihood of fraud or collusion, *see Estorga v. Santa Clara Valley Transp. Auth.*, No. 16-CV-  
 10 02668-BLF, 2020 WL 7319356, at \*6 (N.D. Cal. Dec. 11, 2020). The Court’s findings about the  
 11 three subtle signs of collusion also support the conclusion that this agreement was negotiated at  
 12 arm’s length. Accordingly, this factor also weighs in favor of approval.

13 **c. Adequacy of Relief**

14 Next, the Court must consider whether “the relief provided for the class is adequate, taking  
 15 into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any  
 16 proposed method of distributing relief to the class, including the method of processing class-  
 17 member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of  
 18 payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ.  
 19 Proc. 23(e)(2)(C).<sup>9</sup>

20 First, the Court finds that the amount offered in settlement is reasonable in light of the  
 21 complexity of this litigation and the substantial risk that Plaintiffs would face in litigating the case  
 22 given the nature of the asserted claims. Were this case to proceed, Plaintiffs anticipate significant  
 23 risks to recovery. *See* Dkt. No. 69 at 13–14. Plaintiffs emphasize that the Court has not yet ruled  
 24 on Defendant’s motion to dismiss, which seeks disposal of the entire case. *See id.* at 13. Plaintiffs  
 25 similarly anticipate that certifying a class and maintaining class status through trial would present  
 26 substantial obstacles. *See id.* at 14. Difficulties and risks in litigation weigh in favor of approving

27 \_\_\_\_\_  
 28 <sup>9</sup> There are no agreements required to be identified under Rule 23(e)(3) here, so the Court does not  
 discuss this final factor. Mot. at 19–20.

1 a class settlement. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009).  
2 “Generally, unless the settlement is clearly inadequate, its acceptance and approval are preferable  
3 to lengthy and expensive litigation with uncertain results.” *Ching v. Siemens Indus., Inc.*, No. 11-  
4 CV-04838-MEJ, 2014 WL 2926210, at \*4 (N.D. Cal. June 27, 2014) (quotation omitted).

5 The Court previously concluded that the settlement amount here is within the range of  
6 possible approval, *see* Dkt. No. 61 at 11–12, and its opinion has not changed. Plaintiffs’ counsel  
7 represents that the price premium associated with Plaintiffs’ gut health claims is likely between  
8 five and ten percent. Dkt. No. 69 at 15 (citing Dkt. No. 55-1 ¶ 19). Assuming this is correct, if  
9 Plaintiffs recovered the entire amount of monetary damages available under the price premium  
10 model at trial, the maximum potential recovery available to each class member would be  
11 approximately \$0.13–\$0.25 per can. *Id.* Under the settlement, each Class Member with an  
12 approved claim is entitled to a payment of up to \$0.75 per can purchased, \$3.00 per 4-pack  
13 purchased, \$6.00 per 8-pack purchased, and \$9.00 per 12-pack or 15-pack purchased. *Id.* These  
14 amounts constitute a significant percentage of the retail cost of these cans and the anticipated  
15 maximum recovery at trial. *Id.* Based on the facts in the record and the parties’ arguments at the  
16 final fairness hearing, the Court finds that the settlement amount falls “within the range of  
17 reasonableness” in light of the risks and costs of litigation. *See Villanueva v. Morpho Detection,*  
18 *Inc.*, No. 13-CV-05390-HSG, 2016 WL 1070523, at \*4 (N.D. Cal. Mar. 18, 2016) (collecting  
19 cases).

20 Second, the Court finds that the claims process was effective. The claims process has  
21 apparently gone better than expected, resulting in a higher anticipated total distribution than the  
22 parties predicted. *See* Dkt. No. 69 at 8. The deadline to submit claims was September 26, 2025.  
23 *See* Antonio Decl. ¶ 13. As of October 17, 2025, Verita had received approximately 2.5 million  
24 claims without proof of purchase that appear to be valid pending final review, allowing for  
25 distribution of no more than \$16 per claimant, depending on the number of approved claims and  
26 the amount of the settlement fund devoted to other costs. *Id.* ¶ 15. There were also 38,542  
27 claimants who provided receipts/proof of purchase that are also pending final review. *Id.* Verita  
28 was able to identify 137,942 duplicate claims and 1.8 million fraudulent submissions. *Id.* ¶¶ 14–

1 15. Given this, the Court is persuaded that the claims process was able to identify valid claims  
2 without making the submission process unduly burdensome.

3 Third, while the Court will address Plaintiffs above-benchmark attorneys’ fees request in a  
4 separate order, the Court does not find that their request renders the settlement amount otherwise  
5 inadequate. Accordingly, the Court finds that this factor also favors approval.

6 **d. Equitable Treatment of Class Members**

7 Finally, the Court must consider whether “the proposal treats class members equitably  
8 relative to each other.” Fed. R. Civ. Proc. 23(e)(2)(D). This factor ensures that an agreement does  
9 not “improperly grant[] preferential treatment to class representatives or segments of the class.”  
10 *Perks v. Activehours, Inc.*, No. 5:19-CV-05543-BLF, 2021 WL 1146038, at \*6 (N.D. Cal. Mar.  
11 25, 2021) (quotation omitted). Here, all Class Members are entitled to the same relief, and the  
12 payments are calculated on a pro rata basis depending on the number of cans each member  
13 purchased. “This pro rata distribution is inherently equitable because it treats Class Members  
14 fairly based on the amount of each member’s potential damages.” *Id.*

15 **e. Reaction of Class Members**

16 While not one of the explicit Rule 23(e) factors, the reaction of the Class Members also  
17 supports final approval. “[T]he absence of a large number of objections to a proposed class action  
18 settlement raises a strong presumption that the terms of a proposed class settlement action are  
19 favorable to the class members.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D.  
20 523, 529 (C.D. Cal. 2004); *see also In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 589 (N.D.  
21 Cal. 2015) (“A low number of opt-outs and objections in comparison to class size is typically a  
22 factor that supports settlement approval.”).

23 As discussed above, the settlement terms were publicized through a notice process that the  
24 Court has deemed adequate. Only six members requested exclusion from the settlement, and none  
25 of the Class Members objected. *See Antonio Decl.* ¶¶ 17–18. The Court finds that the positive  
26 reaction of the settlement class supports approval of the settlement.

27 \* \* \*

28 After considering and weighing the above factors, the Court finds that the Settlement

1 Agreement is fair, adequate, and reasonable, and that the Settlement Class Members received  
2 adequate notice. Accordingly, Plaintiffs' motion for final approval of the class action settlement is  
3 **GRANTED.**


4 **III. CONCLUSION**

5 Accordingly, the Court **GRANTS** the motion for final approval of class action settlement,  
6 Dkt. No. 69. Once the Court issues its order on Plaintiffs' motion for attorneys' fees, costs, and  
7 awards, the parties and settlement administrator are directed to implement this final order and the  
8 settlement agreement in accordance with the terms of the settlement agreement.

9 Class counsel shall file a Post-Distribution Accounting within 21 days after the settlement  
10 checks become stale (or, if no checks are issued, all funds have been paid to Class Members, *cy*  
11 *pres* beneficiaries, and others pursuant to the Settlement Agreement). In addition to the  
12 information contained in the Northern District of California's Procedural Guidance for Class  
13 Action Settlements, available at [https://cand.uscourts.gov/rules-forms-fees/northern-district-](https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements)  
14 [guidelines/procedural-guidance-class-action-settlements](https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements), the Post-Distribution Accounting shall  
15 discuss any significant or recurring concerns communicated by Class Members to the settlement  
16 administrator or counsel since final approval, any other issues in settlement administration since  
17 final approval, and how any concerns or issues were resolved. Counsel is directed to summarize  
18 this information in an easy-to-read chart that allows for quick comparisons with other cases. The  
19 parties shall post the Post-Distribution Accounting, including the easy-to-read chart, on the  
20 settlement website. The Court may hold a hearing following submission of the parties' Post-  
21 Distribution Accounting.

22  
23 **IT IS SO ORDERED.**

24 Dated: 4/14/2026

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26 HAYWOOD S. GILLIAM, JR.  
27 United States District Judge  
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