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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

IN RE: PACKAGED SEAFOOD
PRODUCTS ANTITRUST LITIGATION

Case No. 15-MD-2670 DMS
(MDD)

This Document Relates To:
The Commercial Food Preparer Actions

**ORDER GRANTING
COMMERCIAL FOOD
PREPARER PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF PROPOSED
SETTLEMENT WITH TRI-
UNION SEAFOODS LLC D/B/A
CHICKEN OF THE SEA
INTERNATIONAL AND THAI
UNION GROUP PCL AND
PROVISIONAL
CERTIFICATION OF
SETTLEMENT CLASS**

1 Upon consideration of Commercial Food Preparer Plaintiffs’ Motion for
2 Preliminary Approval of Proposed Settlement with Defendants Tri-Union Seafoods
3 LLC d/b/a Chicken of the Sea International and Thai Union Group PCL (collectively,
4 “COSI”) and Provisional Certification of Settlement Class (“Motion”), it is hereby
5 **ORDERED** as follows:

6 1. The Motion is hereby **GRANTED**.

7 2. Unless otherwise set forth herein, defined terms in this Order shall have
8 the same meaning ascribed to them in the Settlement Agreement.

9 **Preliminary Approval of Settlement Agreement**

10 3. The terms of the Settlement Agreement are hereby preliminarily
11 approved, including the release contained therein, as being fair, reasonable, and
12 adequate to the Settlement Class, subject to a Fairness Hearing. The Court finds that
13 the Settlement Agreement was entered into at arm’s length by experienced counsel
14 and is sufficiently within the range of reasonableness that notice of the Settlement
15 Agreement should be given, pursuant to a plan to be submitted by Settlement Class
16 Counsel and approved by the Court at a later date as provided in this Order.

17 **Class Certification**

18 4. Pursuant to Federal Rule of Civil Procedure (“Rule”) 23, and in light of
19 the proposed settlement, the Court hereby finds that the prerequisites for a class
20 action have been met and provisionally certifies the following class for settlement
21 purposes (“Settlement Class”), which is defined as:

22 All persons and entities in 27 named states¹ and D.C., that
23 indirectly purchased packaged tuna products produced in
24 packages of 40 ounces or more that were manufactured by
25 any Defendant (or any current or former subsidiary or any
26 affiliate thereof) and that were purchased directly from
27 DOT Foods, Sysco, US Foods, Sam’s Club, Wal-Mart, or

28 ¹ Arizona, Arkansas, California, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

1 Costco (other than inter-company purchases among these
2 distributors) from June 2011 through December 2016 (the
3 “Class Period”).

4 5. The Court finds that provisional certification of the Settlement Class is
5 warranted in light of the Settlement Agreement because: (a) the Settlement Class
6 members are so numerous that joinder is impracticable; (b) Commercial Food
7 Preparer Plaintiffs’ claims present common issues and are typical of the Settlement
8 Class; (c) Commercial Food Preparer Plaintiffs and Settlement Class Counsel
9 (defined below) will fairly and adequately represent the Settlement Class; and (d)
10 common issues predominate over any individual issues affecting the members of the
11 Settlement Class. The Court further finds that Commercial Food Preparer Plaintiffs’
12 interests are aligned with the interests of all other members of the Settlement Class.
13 The Court also finds settlement of these actions on a class basis is superior to other
14 means of resolving the matters.

14 **Appointment of Settlement Class Counsel**

15 6. The Court hereby appoints Cuneo Gilbert & LaDuca, LLP, as
16 Settlement Class Counsel, having determined that the requirements of Rule 23(g)
17 are fully satisfied by this appointment.

18 7. Each Commercial Food Preparer Plaintiff settlement class
19 representative named in the settlement agreement in the above case will serve as
20 Commercial Food Preparer Plaintiff class representative on behalf of the Settlement
21 Class.

22 **Notice to Potential Class Members**

23 8. Prior to the Fairness Hearing, Settlement Class Counsel shall provide
24 notice of the Settlement Agreement and the Fairness Hearing to potential class
25 members affected by and/or entitled to participate in the settlement in compliance
26 with the notice requirements of Rule 23 and due process of law. Such means of
27 providing notice shall be those described in the Declaration of Jeanne C. Finegan,
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1 APR Concerning Class Member Notification and Claims Administration filed in
2 conjunction with the Motion.

3 **Other Provisions**

4 9. In the event that the Settlement Agreement is terminated in accordance
5 with its provisions, the Settlement Agreement and all proceedings had in connection
6 therewith shall be null and void, except insofar as expressly provided to the contrary
7 in the Settlement Agreement, and without prejudice to the status quo and rights of
8 the Commercial Food Preparer Plaintiffs, COSI, and the members of the Settlement
9 Class.

10 10. The Court's provisional certification of the Settlement Class as
11 provided herein is without prejudice to, or waiver of, the rights of any Defendant,
12 including COSI, to contest certification of any other class proposed in the
13 coordinated actions within 15-md-02670. The Court's findings in this Order shall
14 have no effect on the Court's ruling on any motion to certify any class in the
15 coordinated actions within 15-md-02670 or on the Court's ruling(s) concerning any
16 Defendant's motion; no party may cite or refer to the Court's approval of the
17 Settlement Class as persuasive or binding authority with respect to any motion to
18 certify any such class or any Defendant's motion.

19 11. The Court approves the establishment of the Settlement Funds under
20 the Settlement Agreement as a qualified settlement fund ("QSF") pursuant to
21 Internal Revenue Code Section 468B and the Treasury Regulations promulgated
22 thereunder, and retains continuing jurisdiction as to any issue that may arise in
23 connection with the formation and/or administration of the QSF. Settlement Class
24 Counsel are authorized to expend funds from the QSF for the payment of the costs
25 of notice, payment of taxes, and settlement administration costs.

26 12. The litigation against Releasees (as defined in the Settlement
27 Agreement with COSI), in particular Tri-Union Seafoods LLC d/b/a Chicken of the
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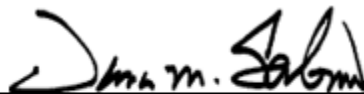
1 Sea International and Thai Union Group PCL, is stayed except to the extent
2 necessary to effectuate the Settlement Agreement.

3 13. All Releasors (as defined in the Settlement Agreement) and persons or
4 entities who purport to assert claims on behalf of Releasors are hereby enjoined from
5 commencing, prosecuting, or continuing, either directly or indirectly in an individual
6 or representative or derivative capacity, against the COSI Releasees, in this or any
7 other jurisdiction, any and all claims, causes of action or lawsuits, which they had,
8 have, or in the future may have, arising out of or related to any of the Released
9 Claims as defined in the Settlement Agreement.

10 14. The Court adopts and sets the following deadlines:

11 Deadline for disseminating Settlement Class notice	April 13, 2022
12 Deadline for filing of affidavit attesting 13 that notice was disseminated as ordered	May 23, 2022
14 15 Deadline for Settlement Class members 16 to opt out of the Settlement Class and/or 17 of the Settlement and deadline to object 18 to the Settlement	May 13, 2022
19 Plaintiffs to file a motion for final approval of the Settlement	May 25, 2022
20 21 Final approval hearing	August 12, 2022, at 1:30 p.m.

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23 Dated: January 26, 2022

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25 _____
26 Hon. Dana M. Sabraw, Chief Judge
27 United States District Court
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