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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
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11 IN RE: PACKAGED SEAFOOD
12 PRODUCTS ANTITRUST
13 LITIGATION

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16 This document relates to:

17 All Direct Purchaser Plaintiff
18 Actions
19
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Case No. 3:15-md-02670-DMS-MSB

**ORDER GRANTING DIRECT
PURCHASER PLAINTIFFS'
MOTION FOR FINAL
APPROVAL OF SETTLEMENTS
WITH DEFENDANTS STARKIST
CO. AND DONGWON
INDUSTRIES CO., LTD. AND
WITH DEFENDANTS LION
CAPITAL (AMERICAS), INC.,
LION CAPITAL LLP, AND BIG
CATCH CAYMAN LP AND
JUDGMENT DISMISSING
ACTION WITH PREJUDICE**

1 WHEREAS, the Court, having considered the Settlement Agreement between
2 Direct Purchaser Plaintiffs (“DPPs”) and Defendants StarKist Co. and Dongwon
3 Industries Co., Ltd. (collectively “StarKist and DWI”) dated August 13, 2024 (ECF No.
4 3288-3) and the Settlement Agreement between DPPs and Defendants Lion Capital
5 (Americas), Inc., Lion Capital LLP, and Big Catch Cayman LP (collectively the “Lion
6 Companies”) dated August 2, 2024 (ECF No. 3288-4) (the “Settlement Agreements”),
7 the Court’s Order granting DPPs’ Motion for Preliminary Approval of Settlements,
8 dated August 23, 2024 (ECF No. 3303) (“Preliminary Approval Order”), and DPPs’
9 Motion for Final Approval of Settlements (ECF No. 3316) and related filings, as well
10 as having held a Fairness Hearing on November 22, 2024, due and adequate notice
11 having been given to the Settlement Class as required in the Court’s Preliminary
12 Approval Order, the 90-day period provided by the Class Action Fairness Act, 28
13 U.S.C. § 1715(d), having expired, and the Court having considered all papers filed and
14 proceedings held herein and otherwise being fully informed in the premises and good
15 cause appearing therefore, hereby directs entry of Judgment, which shall constitute a
16 final adjudication of this case as to DPPs pursuant to the Settlement Agreements:

17 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

18 1. This Final Approval Order and Order of Judgment and Dismissal as to
19 DPPs’ claims pursuant to the Settlement Agreements incorporates by reference the
20 definitions as set forth in the Settlement Agreements, and all capitalized terms used
21 but not defined herein shall have the same meanings as in the Settlement Agreements.

22 2. This Court has jurisdiction over the subject matter of the Action,¹ over all
23 parties to the Settlement Agreements, including all Settlement Class Members, in
24 _____

25 ¹ As defined in the Settlement Agreements, “Action” means the class action captioned
26 *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-md-2670 DMS
27 (MSB), MDL No. 2670 (S.D. Cal.), currently pending before the Honorable Dana M.
28 Sabraw in the United States District Court for the Southern District of California, all
actions relating to the claims alleged in “Direct Purchaser Plaintiffs’ Fourth Amended
Consolidated Class Action Complaint” and all actions that have been or are

1 conjunction with the Action and the Settlement Agreements, and the administration of
2 the settlements and distribution of the Settlement Funds.

3 3. The notice provisions of the Class Action Fairness Act, 28 U.S.C.
4 § 1715, have been satisfied.

5 **I. THE SETTLEMENT CLASS**

6 4. Based on the record before the Court, including the DPP class
7 certification earlier in the case, the Preliminary Approval Order, the submissions in
8 support of the Settlement Agreements, and any objections and responses thereto, the
9 Court finds that all requirements of Federal Rules of Civil Procedure 23(a) and
10 23(b)(3) have been satisfied, and hereby certifies the following Settlement Class:

11 All persons and entities that directly purchased packaged tuna products
12 within the United States, its territories and the District of Columbia from
13 any Defendant at any time between June 1, 2011, and July 31, 2015.
14 Excluded from the class are all governmental entities; Defendants and
15 any parent, subsidiary or affiliate thereof; Defendants' officers, directors,
16 employees, and immediate families; any federal judges or their staffs;
17 purchases of tuna salad kits or cups; and salvage purchases. Also
18 excluded from the class is any person or entity that was excluded from
19 the class, in whole or in part, pursuant to the Court's Order in this Action
20 at ECF No. 3097, which incorporates the list of entities at ECF No. 3095-
21 1.

22 5. The Court confirms that the Settlement Class meets the applicable
23 requirements of Federal Rule of Civil Procedure 23(a) and (b)(3):

24 (a) *Numerosity*: The Settlement Class consists of hundreds of entities
25 located throughout the United States, and joinder of so many persons and entities
26 would be impracticable. Fed. R. Civ. P. 23(a)(1).

27 subsequently filed in or transferred for consolidation and/or coordinated pretrial
28 proceedings to the Southern District of California by the Judicial Panel on
Multidistrict Litigation as part of MDL No. 2670.

1 (b) *Commonality*: The Court determines that DPPs have alleged one or
2 more questions of fact or law common to the Settlement Class. These issues are
3 sufficient to establish commonality under Federal Rule of Civil Procedure 23(a)(2).

4 (c) *Typicality*: The claims of the named plaintiffs—Olean Wholesale
5 Grocery Cooperative, Inc., Pacific Groservice Inc. d/b/a PITCO Foods, Piggly Wiggly
6 Alabama Distributing Co., Inc., Gregg Szilagyi as Trustee in Bankruptcy for Central
7 Grocers, Inc., Trepco Imports and Distribution Ltd., and Benjamin Foods LLC—are
8 typical of the Settlement Class and are all based on the same alleged antitrust
9 violations.

10 (d) *Adequacy*: The interests of the named plaintiffs do not conflict
11 with, and are instead co-extensive with, those of absent Settlement Class Members.
12 Additionally, Class Counsel have more than adequately represented the Settlement
13 Class. Class Counsel are well-qualified and highly experienced in class action and
14 antitrust litigation. DPPs and Class Counsel have prosecuted this action vigorously on
15 behalf of the Settlement Class. The Court finds that the requirement of adequate
16 representation of the Settlement Class has been fully satisfied under Federal Rule of
17 Civil Procedure 23(a)(4).

18 (e) *Predominance of Common Issues*: The questions of law or fact
19 common to the Settlement Class Members predominate over any questions affecting
20 any individual Settlement Class Member.

21 (f) *Superiority of the Class Action Mechanism*: The class action
22 mechanism provides a superior procedural vehicle for resolution of this matter
23 compared to other available alternatives. Certification of the Settlement Class
24 promotes efficiency and uniformity of judgment because the Settlement Class
25 Members will not be forced to separately pursue claims or execute settlements in
26 various courts around the country.

27 6. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, Hausfeld
28 LLP is appointed as Settlement Class Counsel for the Settlement Class.

1 7. The named plaintiffs—Olean Wholesale Grocery Cooperative, Inc.,
2 Pacific Groservice Inc. d/b/a PITCO Foods, Piggly Wiggly Alabama Distributing Co.,
3 Inc., Gregg Szilagyi as Trustee in Bankruptcy for Central Grocers, Inc., Trepco
4 Imports and Distribution Ltd., and Benjamin Foods LLC—are appointed as class
5 representatives on behalf of the Settlement Class.

6 **II. NOTICE TO SETTLEMENT CLASS MEMBERS**

7 8. The record shows and the Court finds that notice has been given to the
8 Settlement Class in the manner approved by the Court in its Preliminary Approval
9 Order. The Court finds that such class notice: (i) is reasonable and constitutes the best
10 practicable notice to Settlement Class Members under the circumstances;
11 (ii) constitutes notice that was reasonably calculated, under the circumstances, to
12 apprise Settlement Class Members of the pendency of the Action and the terms of the
13 Settlement Agreements, their right to object to all or any part of the Settlement
14 Agreements, their right to appear at the Fairness Hearing (either on their own or
15 through counsel hired at their own expense), and the binding effect of the orders; (iii)
16 constitutes due, adequate, and sufficient notice to all entities entitled to receive notice;
17 and (iv) fully satisfied the requirements of the United States Constitution (including
18 the Due Process Clause, Federal Rule of Civil Procedure 23, and any other applicable
19 law).

20 **III. FINAL APPROVAL OF SETTLEMENT AGREEMENTS**

21 9. The Court finds that the settlements as set forth in the Settlement
22 Agreements were fairly and honestly negotiated by counsel with significant
23 experience litigating antitrust class actions and is the result of vigorous arm's-length
24 negotiations undertaken in good faith and with the assistance of United States
25 Magistrate Judge Michael S. Berg.

26 10. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court
27 hereby grants final approval of the settlements as set forth in the Settlement
28 Agreements on the basis that the settlements are fair, reasonable, and adequate, and in

1 the best interests of the Settlement Class and are in full compliance with all applicable
2 requirements of the Federal Rules of Civil Procedure, the United States Constitution
3 (including the Due Process Clause), the Class Action Fairness Act, and any other
4 applicable law. The Court hereby declares that the Settlement Agreements are binding
5 on all Settlement Class Members.

6 11. The Court finds that the Settlement Agreements are fair, reasonable and
7 adequate based on the following factors, among other things: (a) the proposals were
8 negotiated at arm's length; (b) the relief provided for the class is adequate, taking into
9 account the complexity, expense, uncertainty, likely duration of the Action, the
10 effectiveness of any proposed method of distributing relief to the class, including the
11 method of processing Settlement Class Member claims, the terms of the proposed
12 award of attorneys' fees, including timing of payment, and the absence of any other
13 agreements required to be identified under Rule 23(e)(3); (c) the Settlement
14 Agreements treat Settlement Class Members equitably relative to each other; (d) the
15 named plaintiffs and Class Counsel have adequately represented the Settlement Class;
16 and (e) any and all other applicable factors that favor final approval.

17 **IV. SETTLEMENT AND CLAIMS ADMINISTRATION EXPENSES**

18 12. The Settlement Agreements provide that Settlement Class Counsel may
19 withdraw funds as necessary for notice and administration from the Settlement Funds
20 up to \$1,200,000.00. ECF Nos. 3288-3 at 9-10, 3288-4 at 6. JND Legal
21 Administration, the Claims Administrator, estimates that total fees and expenses for
22 the claims administration and related distribution of the Settlement Funds to claimants
23 will be approximately \$850,000.00. ECF No. 3288-2 at 7. Class Counsel have
24 requested that the Court approve use of \$1,200,000.00 to carry out the claims
25 administration and related distribution of the Settlement Funds.

26 13. Finding good cause shown, the Court, therefore, approves up to
27 \$1,200,000.00 to be withdrawn from the Settlement Funds to pay the Claims
28 Administrator for claims administration and distribution. Funds for notice and claims

1 administration will be apportioned 90.7% from the StarKist/DWI Settlement
2 Agreement and 9.3% from the Settlement Agreement with the Lion Companies.

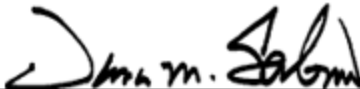
3 **V. CONCLUSION**

4 14. In granting final approval of the Settlement Agreements, the Court
5 hereby enters Judgment of dismissal, with prejudice, of the Action, with each party to
6 bear its own costs and attorneys' fees. This Judgment permanently bars and enjoins
7 the institution, commencement, or prosecution, by any of the Releasing Parties, of any
8 action asserting any Released Claim against any Released Party, in any local, state,
9 federal, or other court of any nation, or in any agency or other authority or arbitral or
10 other forum wherever located. This Judgment also provides that any Settlement Class
11 Member who failed to object in the manner prescribed in the Settlement Agreements
12 and Notices shall be deemed to have waived any objections to the settlements and the
13 Settlement Agreements and will forever be barred from making any such objections to
14 the settlements or the Settlement Agreements.

15 15. Without affecting the finality of the Judgment in any way, this Court
16 hereby retains continuing jurisdiction over: (a) implementation of these Settlement
17 Agreements and any distribution to members of the Settlement Class pursuant to
18 further orders of this Court; (b) disposition of the Settlement Funds; (c) determining
19 attorneys' fees, costs, and expenses, (d) the Action until the Judgment contemplated
20 hereby has become effective and each and every act agreed to be performed by the
21 Parties all have been performed pursuant to the Settlement Agreements; (e) hearing
22 and ruling on any matters relating to distribution of settlement proceeds; and (f) all
23 parties to the Action and Releasing Parties, for the purpose of enforcing and
24 administering the Settlement Agreements and the mutual releases and other
25 documents contemplated by, or executed, in connection with the Settlement
26 Agreements.

IT IS SO ORDERED.

Dated: November 22, 2024



Hon. Dana M. Sabraw, Chief Judge
United States District Court