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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re Trader Joe's Tuna Litigation

Case No. 2:16-cv-01371-ODW-AJW

**SETTLEMENT APPROVAL
ORDER AND FINAL JUDGMENT**

Date: September 14, 2020

Time: 1:30 p.m.

Courtroom: 5D, 5th Floor

Judge: Hon. Otis D. Wright II

1 On January 14, 2020, this Court granted preliminary approval to the proposed
2 class action settlement between the parties (the “Stipulation for Class Action
3 Settlement,” or the “Settlement Agreement”).¹

4 The Court also provisionally certified a nationwide Settlement Class for
5 settlement purposes, approved the procedure for giving notice and forms of Notice, and
6 set a final approval hearing to take place on September 14, 2020. The Settlement Class
7 is defined as: “All persons in the United States who purchased Trader Joe’s Tuna (*i.e.*,
8 (i) 5-oz. canned Trader Joe’s Albacore Tuna in Water Salt Added, (ii) 5-oz. canned
9 Trader Joe’s Albacore Tuna in Water Half Salt, (iii) 5-oz. canned Trader Joe’s Albacore
10 Tuna in Water No Salt Added, (iv) 5-oz. canned Trader Joe’s Albacore Tuna in Olive
11 Oil Salt Added, (v) 5-oz. canned Trader Joe’s Skipjack Tuna in Water With Sea Salt,
12 and (vi) 5-oz. canned Trader Joe’s Yellowfin Tuna in Olive Oil Solid Light) from
13 January 5, 2012 through the date on which class notice is disseminated.” Excluded
14 from this definition are the “Released Persons,” as defined in Section 1.18 of the
15 Settlement Agreement. Settlement Class Members who exclude themselves from the
16 Settlement, pursuant to the procedures set forth in Section V of the Settlement
17 Agreement, shall no longer thereafter be Settlement Class Members and shall not be
18 bound by the Settlement Agreement and shall not be eligible to make a claim for any
19 benefit under the terms of this Settlement Agreement.

20 On September 14, 2020, the Court held a duly noticed final approval hearing to
21 consider: (1) whether the terms and conditions of the Settlement Agreement are fair,
22 reasonable and adequate; (2) whether a judgment should be entered dismissing the

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24 ¹ All capitalized terms herein that are not otherwise defined have the definitions set
25 forth in the Stipulation for Class Action Settlement, which is incorporated herein in its
26 entirety and made part of this Order by reference. *See* 6/10/20 Deckant Decl., Ex. 1
27 (Dkt. 109-2).

1 complaint on the merits and with prejudice in favor of the Defendants and against all
2 persons or entities who are Settlement Class members herein who have not requested
3 exclusion from the Settlement Class; and (3) whether and in what amount to award
4 counsel for the Settlement Class as attorneys' fees and expenses and whether and in
5 what amount to make an incentive award.

6 The Court, having considered all matters submitted to it at the hearing and
7 otherwise, and it appearing that the Class Notice substantially in the form approved by
8 the Court was given in the manner that the Court ordered to persons who purchased
9 the Trader Joe's Tuna Products at issue, as ordered by the Court, and having considered
10 and determined that the proposed settlement of the claims of the Settlement Class
11 Members against the Defendants, as well as the release of the Defendants and the
12 Released Persons, and the awards of attorneys' fees and expenses requested and
13 incentive awards ordered, are fair, reasonable, and adequate, hereby **ORDERS THAT:**

14 1. The Settlement Agreement, including the definitions contained therein, is
15 incorporated by reference into this Settlement Approval Order and Final Judgment.

16 2. The Court finds that the prerequisites for a settlement class under Federal
17 Rules of Civil Procedure ("Fed. R. Civ. P.") 23(a) and (b)(3) have been satisfied in
18 that: (a) the number of Settlement Class Members is so numerous that joinder of all
19 members thereof is impracticable; (b) there are questions of law and fact common to
20 the Settlement Class; (c) the claims of Plaintiff Reyes are typical of the claims of the
21 Settlement Class she seeks to represent; (d) Plaintiff Reyes has and will fairly and
22 adequately represent the interests of the Settlement Class; (e) the questions of law and
23 fact common to the Settlement Class Members predominate over any questions
24 affecting any individual Settlement Class Member; and (f) a class action is superior to
25 the other available methods for the fair and efficient adjudication of the controversy.

26 3. Pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies this
27 action, for purposes of settlement, as a nationwide class action on behalf of: "All
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1 persons in the United States who purchased Trader Joe’s Tuna (*i.e.*, (i) 5-oz. canned
2 Trader Joe’s Albacore Tuna in Water Salt Added, (ii) 5-oz. canned Trader Joe’s
3 Albacore Tuna in Water Half Salt, (iii) 5-oz. canned Trader Joe’s Albacore Tuna in
4 Water No Salt Added, (iv) 5-oz. canned Trader Joe’s Albacore Tuna in Olive Oil Salt
5 Added, (v) 5-oz. canned Trader Joe’s Skipjack Tuna in Water With Sea Salt, and
6 (vi) 5-oz. canned Trader Joe’s Yellowfin Tuna in Olive Oil Solid Light) from January
7 5, 2012 through the date on which class notice is disseminated.” Excluded from this
8 definition are the Released Persons. Settlement Class Members who exclude
9 themselves from the Settlement, pursuant to the procedures set forth in Section V of
10 the Settlement Agreement, shall no longer thereafter be Settlement Class Members and
11 shall not be bound by this Settlement Agreement and shall not be eligible to make a
12 claim for any benefit under the terms of this Settlement Agreement.

13 4. The Court appoints Bursor & Fisher, P.A. as counsel for the Settlement
14 Class. The Court designates named Plaintiff Reyes as the Class Representative.

15 5. Notice of the pendency of this action as a class action and of the proposed
16 settlement was given to Settlement Class Members in a manner reasonably calculated
17 to provide the best notice practicable under the circumstances. The form and method
18 of notifying the Settlement Class of the pendency of the Action as a class action and of
19 the terms and conditions of the proposed Settlement met the requirements of Fed. R.
20 Civ. P. 23, due process, and any other applicable law, and constituted due and sufficient
21 notice to all persons and entities entitled thereto.

22 6. The Settlement Agreement is approved as fair, reasonable and adequate,
23 and the Settlement Class Members and the Parties are directed to consummate the
24 Settlement Agreement in accordance with its terms and conditions.

25 7. Any funds from settlement checks remaining uncleared after 180 days
26 from issuance shall be donated to Feeding America.

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1 8. Pursuant to Fed. R. Civ. P. 23(h), the Court hereby awards Class Counsel
2 attorneys' fees of \$351,000 and expenses in the amount of \$10,271.67. The Court also
3 orders payment of an incentive award in the amount of \$5000 to the Class
4 Representative. Administrator Costs are approved in the amount of \$424,532.47.
5 These amounts are to be paid in the time and manner described in the Settlement
6 Agreement.

7 9. The Action is hereby dismissed with prejudice and without costs as
8 against the Defendants and the Released Persons.

9 10. The Class Representative and all Settlement Class Members (except any
10 such person who has filed a proper and timely request for exclusion) are hereby
11 permanently barred and enjoined from instituting, commencing, or prosecuting, either
12 directly or in any other capacity, any and all of the Claims against any of the Released
13 Persons.

14 11. Effective as of the Final Settlement Approval Date, each and all of the
15 Settlement Class Members (except any such person who has filed a proper and timely
16 request for exclusion) shall release and forever discharge, and shall be forever barred
17 from asserting, instituting, or maintaining against any or all of the Released Persons,
18 any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages,
19 or liabilities whether legal, equitable, or otherwise, arising from the factual allegations
20 and/or legal claims made in the Action, or arising from similar or related allegations,
21 claims, or causes of action, including without limitation any allegations of false,
22 misleading, or deceptive advertising or violation of the Consumers Legal Remedies
23 Act, allegations of under-filling of Trader Joe's Tuna and/or any allegations of
24 damages arising from the purchase of any Trader Joe's Tuna at any time on or after
25 January 5, 2012 and prior to the time the Class is notified (collectively, the "Released
26 Claims"). In addition, upon the Final Settlement Approval Date, the Released Claims
27 are hereby compromised, settled, released, discharged and dismissed as against the
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1 Released Persons on the merits by virtue of the proceedings herein and this Settlement
2 Approval Order and Final Judgment. Settlement Class Members shall be deemed to
3 have waived and relinquished the rights and benefits of California Civil Code section
4 1542 and equivalent provisions under other state or federal law. Each and every term
5 of this paragraph shall inure to the benefit of each and all of the Released Persons, and
6 each and all of their respective successors, assigns, and personal representatives, which
7 persons and entities are intended to be beneficiaries of this paragraph.

8 12. Neither the Settlement Agreement, nor any of its terms and provisions,
9 nor any of the negotiations or proceedings connected with it, nor any of the documents
10 or statements referred to therein shall be:

11 a. offered by any person or received against the Defendants as evidence or
12 construed as or deemed to be evidence of any presumption, concession,
13 or admission by the Defendants of the truth of the facts alleged by the
14 Class Representative or any Settlement Class Member or the validity of
15 any claim that has been or could have been asserted in the Action or in
16 any litigation, or other judicial or administrative proceeding, or the
17 deficiency of any defense that has been or could have been asserted in the
18 Action or in any litigation, or of any liability, negligence, fault, or
19 wrongdoing of the Defendants;

20 b. offered by any person or received against the Defendants as evidence of a
21 presumption, concession, or admission of any fault, misrepresentation, or
22 omission with respect to any statement or written document approved or
23 made by the Defendants or any other wrongdoing by the Defendants;

24 c. offered by any person or received against the Defendants or as evidence
25 of a presumption, concession, or admission with respect to any liability,
26 negligence, fault, or wrongdoing, or in any way referred to for any other
27 reason against any of the settling parties, in any civil, criminal, or
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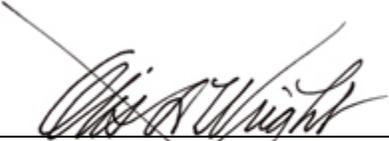
1 administrative action or proceeding; provided, however, that nothing
2 contained in this paragraph shall prevent the Settlement Agreement from
3 being used, offered, or received in evidence in any proceeding to approve,
4 enforce, or otherwise effectuate the Settlement or the Settlement Approval
5 Order and Final Judgment, or in which the reasonableness, fairness, or
6 good faith of the parties in participating in the Settlement (or any
7 agreement or order relating thereto) is an issue, or to enforce or effectuate
8 provisions of the Settlement, the Settlement Approval Order and Final
9 Judgment, the releases as to the Released Persons.

10 13. Without affecting the finality of Settlement Approval Order and Final
11 Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) the
12 disposition of the settlement benefits; (b) the settling parties for purposes of construing,
13 enforcing and administering the Settlement Agreement; and (c) enforcement of the
14 Stipulation Regarding Undertaking Re: Attorneys' Fees and Costs.

15 14. Without further order of the Court, the settling parties may agree to
16 reasonably necessary extensions of time to carry out any of the provisions of the
17 Settlement Agreement.

18 15. In the event that the Final Settlement Approval Date does not occur, this
19 Settlement Approval Order and Final Judgment shall automatically be rendered null
20 and void and shall be vacated and, in such event, all orders entered in connection
21 herewith, except the Stipulation Regarding Undertaking Re: Attorneys' Fees and
22 Costs, shall be null and void.

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24 Dated: October 7, 2020.

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28 Honorable Otis D. Wright II
United States District Judge