

1
2
3
4
5
6
7
8
9

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRUCE CORKER, *et al.*, on behalf of
themselves and others similarly situated,

Plaintiff,

v.

Mulvadi Corporation, *et al.*,

Defendants.

No. 2:19-cv-00290-RSL

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND DIRECTING
ISSUANCE OF NOTICE**

10
11
12
13
14
15
16
17

Upon review and consideration of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and all briefing, arguments, exhibits, and other evidence submitted in support thereof, including the Settlement Agreement, executed by Bruce Corker d/b/a Rancho Aloha, Melanie Bondera and Melanie Bondera, husband and wife, d/b/a Kanalani Ohana Farm, and Robert Smith and Cecilia Smith, husband and wife, d/b/a Smithfarms ("Plaintiffs") and Mulvadi Corporation (collectively "Parties"), THE COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

- 18
19
20
21
22
23
24
25
26
1. Capitalized terms not otherwise defined herein shall have the same meaning as set for in the Settlement Agreement.
 2. This Court has subject matter jurisdiction over this matter pursuant to 15 U.S.C. § 1125(a) and federal question jurisdiction under 28 U.S.C. § 1331.
 3. On July 19, 2023, the Bankruptcy Court for the District of Hawaii entered an order in Mulvadi Corporation's bankruptcy proceedings, stating that this Court "may consider approval of the Settlement Agreement and to the extent the automatic stay applies, relief is solely granted to permit the District Court to consider approval of the Settlement Agreement and to enter and enforce any appropriate order in connection therewith."

1 4. The Motion is GRANTED.

2 5. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied
3 therein. The Court finds that the proposed Settlement Class, composed of all persons and
4 entities who commercially farmed Kona coffee in the Kona District and then sold their coffee
5 from February 27, 2015 to the date of this order, likely meets the requirements for class
6 certification under Fed. R. Civ. P. 23(a) and 23(b)(3) as follows:

7 a. The Settlement Class is so numerous that joinder of all members in a single
8 proceeding would be impracticable;

9 b. The members of the Settlement Class share common questions of law and fact;

10 c. The Plaintiffs' claims are typical of those of the Settlement Class Members;

11 d. The Plaintiffs and Class Counsel have fairly and adequately represented the interests
12 of the Settlement Class and will continue to do so; and

13 e. Questions of law and fact common to the Class predominate over the questions
14 affecting only individual Class Members, and certification of the Class is superior to
15 other available methods to the fair and efficient adjudication of this controversy.

16 6. The Court finds, pursuant to Fed. R. Civ. P. 23(e)(1)(B)(i), that the proposed Settlement
17 Agreement is likely fair, reasonable, and adequate, entered into in good faith, and free from
18 collusion. The Court finds Class Counsel have ably represented the Class as they conducted a
19 thorough investigation of the facts and law prior to filing suit, extensive discovery, and they
20 are knowledgeable of the strengths and weaknesses of the case. The involvement of Mark
21 LeHocky, a highly qualified mediator, in the settlement process supports this Court's finding
22 that the Settlement Agreement was reached at arm's length and is free from collusion. The
23 relief, monetary and injunctive, provided for in the Settlement Agreement outweighs the
24 substantial costs, the delay, and risks presented by further prosecution of issues during pre-
25 trial, trial, and possible appeal. Additionally, the proposed allocation plan treats the class
26 members equitably in proportion to their sales to provide Class Members with adequate

1 relief. Based on these factors, the Court concludes that the Settlement Agreement meets the
2 criteria for preliminary settlement approval and is deemed fair, reasonable, and adequate,
3 such that notice to the Settlement Class is appropriate.

4 7. The Court appoints Plaintiffs as class representatives for the Settlement Class.

5 8. The Court appoints Nathan Paine, of Karr Tuttle Campbell, and Jason Lichtman, Daniel
6 Seltz, and Andrew Kaufman, of Lief Cabraser Heimann & Bernstein, LLP, as Class Counsel
7 upon consideration of the factors set forth in Fed. Riv. Civ. P. 23(g).

8 9. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice
9 (“Notice”), attached as Exhibit 2 to Plaintiffs’ Motion. The Notice is a reasonable method
10 calculated to reach members of the Settlement Class who would be bound by the Settlement
11 Agreement. The Notice will be sent via first class U.S. Mail and email to all members for
12 whom address information is available, and posted on the Class Settlement Website. The
13 Court also approves the Publication Notice, attached as Exhibit 3, which will be published in
14 the West Hawaii Daily. The Court approves, as to form and content, the proposed Notice
15 and Publication Notice because they concisely state in plain, easily understood language,
16 *inter alia*: (1) the nature of the case and the Settlement Agreement, including the terms
17 thereof; (2) the definition of the Settlement Class; (3) the Class Representatives’ applications
18 for service awards; (4) that a class member may enter an appearance through an attorney and
19 the procedures for filing an objection to the Settlement Agreement; (5) contact information
20 for Class Counsel, and a toll-free number to ask questions about the Settlement Agreement;
21 (6) the address of the case-specific website (the “Class Settlement Website”) maintained by
22 the Settlement Administrator that links to important case documents, including motion for
23 preliminary approval papers, and instructions on how to access the case docket via PACER
24 or in person; (7) important dates in the settlement approval process, including the date of the
25 Final Approval Hearing (as described below); (8) the binding effect of a class judgment on
26 Settlement Class Members; and (9) Class Counsel’s forthcoming Attorneys’ Fees Motion.

- 1 10. The Court appoints JND Legal Administration as Settlement Administrator.
- 2 11. The Court finds that the Notice meets the requirements of due process under the U.S.
3 Constitution and Fed. R. Civ. P. 23.
- 4 12. Notice Program: Notice to Class Members shall include delivery of Notice by first class U.S.
5 Mail, by email, and publication in the West Hawaii Today, which shall begin within 30 days
6 of the entry of this Order.
- 7 13. Settlement Website: As soon as practicable, the Settlement Administrator shall update the
8 Class Settlement Website. The Class Settlement Website shall (1) post, without limitation,
9 the Third Amended Complaint, the Settlement Agreement, and Notice; (2) notify Class
10 Members of their rights to object or opt-out; (3) inform Class Members that they should
11 monitor the Class Settlement Website for developments; and (4) notify Class Members that
12 no further notice will be provided to them once the Court enters the Final Order and
13 Judgment, other than updates on the Class Settlement Website. Furthermore, the Settlement
14 Administrator shall establish an email account and P.O. Box to which Class Members may
15 submit questions regarding the Settlement Agreement. The Settlement Administrator will
16 monitor the email account and P.O. Box and respond promptly to administrative inquiries
17 from Class Members and direct new substantive inquiries to Class Counsel.
- 18 14. No later than 30 days after entry of this Order, the Notice Administrator shall update the toll-
19 free telephone number that Class Members can call to receive additional information about
20 the Settlement Agreement. The toll-free number shall be operational until at least the
21 effective date of the Settlement Agreement.
- 22 15. As provided for in the Settlement Agreement, all costs associated with implementing Notice,
23 including fees and costs of the Settlement Administrator, will be paid out of the Settlement
24 Fund.
- 25 16. No later than 45 days after entry of this Order, Class Counsel shall file its application for
26 attorneys' fees and Class Representatives' request for service awards.


1 17. No later than 14 days before the Final Approval Hearing, the Settlement Administrator shall
 2 file an affidavit with the Court confirming its implementation of Notice in accordance with
 3 this Order.

4 18. Any Class Member may comment on, or object to, the Settlement Agreement, Class Counsel's
 5 application for attorneys' fees and costs, and/or the request for Plaintiffs' service awards.

6 19. The following chart summarizes the dates and deadlines set by this Order:

Event	Date
Notice of Settlement to be Disseminated	August 30, 2023
Update of Settlement Website	August 30, 2023
Update of Toll-Free Number	August 30, 2023
Deadline for Class Counsel's application for attorneys' fees and Class Representatives' request for service awards	September 18, 2023
Notice Administrator affidavit of compliance with notice requirements	November 16, 2023
Deadline to have postmarked and/or filed a written objection to the Settlement or request exclusion.	October 20, 2023
Final Approval Hearing	November 30, 2023, at 11:30 a.m.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21 DATED this 31st day of July, 2023.

22 

23 Robert S. Lasnik
 24 United States District Court Judge

1 Presented by:

2
3 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

4 /s/ Daniel E. Seltz

5 Jason L. Lichtman (pro hac vice)

6 Daniel E. Seltz (pro hac vice)

7 250 Hudson Street, 8th Floor

8 New York, NY 10013

9 Telephone: 212-355-9500

10 Email: dseltz@lchb.com

11 KARR TUTTLE CAMPBELL

12 Nathan T. Paine, WSBA #34487

13 Daniel T. Hagen, WSBA #54015

14 Joshua M. Howard, WSBA #52189

15 701 Fifth Avenue, Suite 3300

16 Seattle, Washington 98104

17 206.223.1313

18 npaine@karrtuttle.com