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dba KRAFT FOODS, INC.  
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9 **UNITED STATES DISTRICT COURT**  
10 **EASTERN DISTRICT OF CALIFORNIA**  
11 **FRESNO DIVISION**

12 DOLORES OWENS, individually and on  
behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 KRAFT FOODS GROUP, INC. doing  
16 business as KRAFT FOODS, INC. and  
DOES 1-10, inclusive,

17 Defendant.  
18

Case No. 1:10-CV-02062-AWI-SMS

**INTERIM ORDER ON FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Complaint Filed: September 22, 2010  
Trial Date: None  
Judge: Hon. Anthony W. Ishii

1 The above-referenced class action case (“Action”) having come before the Court on  
2 July 29, 2013, and again on September 16, 2013 for an Interim Order on Final Approval of Class  
3 Action Settlement (“Final Judgment”), consistent with the Court’s Preliminary Approval Order  
4 (“Preliminary Approval Order”), filed and entered on March 18, 2013, and as set forth in the  
5 Parties’ Settlement and Release (“Agreement”) in the above-referenced Action, and due and  
6 adequate notice having been given to Class Members as required by the Preliminary Approval  
7 Order, and the Court having considered all papers filed and proceedings had herein and otherwise  
8 being fully informed and good cause appearing therefore, it is hereby ORDERED that:

9 1. All terms used herein shall have the same meaning as defined in the Agreement.

10 2. Consistent with the definitions provided in the Agreement, the term Class Members  
11 “includes all persons who were employed as Cultured Packaging Technicians at the Tulare facility  
12 and at the Fresno (South Orange Ave.) facility, Filler Operators who previously worked, or  
13 currently work on the Capri Production line, and Filler Operators who previously worked or  
14 currently work on the Kool Aid Burst production line at any time between September 22, 2006  
15 through the date of preliminary approval.” The “Class” and “Class Members” includes those who  
16 failed to exclude themselves from the terms of the Settlement.

17 3. For purposes of the Settlement and this Order, “Defendant” and/or the “Released  
18 Parties” includes KRAFT FOODS GROUP, INC. and KRAFT FOODS GLOBAL, INC., doing  
19 business as KRAFT FOODS, INC. and their subsidiaries, affiliates, parents and attorneys and each  
20 of their company-sponsored employee benefit plans, and their respective successors and  
21 predecessors in interest, all of their respective officers, directors, employees, administrators,  
22 fiduciaries, trustees and agents, and each of their past, present and future officers, directors  
23 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,  
24 consultants, insurers and reinsurers

25 4. This Court has jurisdiction over the subject matter of this Action and over all Parties  
26 to this Action, including the Representative Plaintiff and Class Members.

27 5. Distribution of the Notice of Pendency of Class Action and Proposed Settlement  
28 (“Notice”) and Claim Forms (collectively, the “Notice Packet”) directed to Class Members (except

1 Subclass Members, which are discussed in paragraph 21 below) as set forth in the Agreement and  
2 the other matters set forth therein have been completed in conformity with the Preliminary  
3 Approval Order, including individual notice to all Class Members (except Subclass members) who  
4 could be identified through reasonable effort, and the best notice practicable under the  
5 circumstances. The Notice provided due and adequate notice of the proceedings and of the matters  
6 set forth therein, including the proposed settlement set forth in the Agreement, to all persons  
7 entitled to such notice, and the Notice fully satisfied the requirements of due process. All Class  
8 Members and all Released Claims are covered by, included with, and subject to the Agreement and  
9 this Order.

10           6.       The Court hereby finds the Agreement was entered into in good faith following  
11 arms-length negotiations, and further finds that the Settlement and Agreement is fair, reasonable,  
12 and adequate and that the Named Plaintiff has have satisfied the standards and applicable  
13 requirements for final approval of this class action settlement under Federal Rule of Civil  
14 Procedure 23.

15           7.       The Court hereby approves the Settlement as set forth in the Agreement and finds  
16 that the Settlement and Agreement are, in all respects, fair, adequate, and reasonable, and directs  
17 the Parties to effectuate the Settlement according to the terms outlined in the Agreement.

18           8.       As of the date of this Order and the effective date as set forth in the Agreement  
19 (“Effective Date”), all Released Claims of each Class Member are and shall be deemed to be  
20 conclusively released as against Released Parties and all past and present Defendants in this action.  
21 All Class Members as of the date of this Order and the Effective Date of the Agreement are hereby  
22 forever barred and enjoined from prosecuting the Released Claims (as defined in the Agreement  
23 and as set forth below) against the Released Parties. As of the Effective Date, and except as to such  
24 rights or claims that may be created by the Agreement, Class Members hereby release any and all  
25 claims or causes of action that are based on or reasonably relate to the claims asserted in the  
26 Complaint by Plaintiff pursuant to the terms stated in this Agreement), which arise from facts  
27 alleged (or that could have been alleged) in the Complaint during the period from September 22,  
28 2006 through March 18, 2013, including but not limited to claims for: (i) provide Class Members

1 with meal and/or rest periods and/or compensation in lieu thereof, (ii) failed to properly pay wages  
2 either during employment and/or at the time of termination of employment and (iii) failed to  
3 provide accurate itemized wage statements, among other claims. The Complaint also alleges that  
4 Defendants engaged in Unfair Business Practices prohibited by Business and Professions Code  
5 section 17200, et seq. and a cause of action under the Private Attorney General Act (“PAGA”)  
6 under Labor Code section 2698, et seq.

7 9. As of the date of this Order and the effective date as set forth in the Agreement  
8 (“Effective Date”), each and all claims of Plaintiff Dolores Owens are and shall be deemed to be  
9 conclusively released as against Released Parties, including not only those claims that are asserted  
10 or could have been asserted in the Action, including, but any and all claims for any reason, known  
11 or unknown, for any relief including damages, wages, punitive damages, interest, attorney fees,  
12 litigation costs and any other relief of any kind.

13 10. Further, Class Members, including Dolores Owens, waive, and relinquish any and  
14 all rights and benefits that they may have under Section 1542 of the California Civil Code, or the  
15 law of any other state or jurisdiction, or common law principle, to the same or similar effect with  
16 regard to the Released Claims.

17 11. Neither the Settlement nor the Agreement are admissions by any of the Released  
18 Parties, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing  
19 by any of the Released Parties.

20 12. The Court hereby retains continuing jurisdiction over the interpretation,  
21 implementation and enforcement of the Settlement and Agreement and all orders entered in  
22 connection therewith.

23 13. The Court hereby finds the Eight Hundred Seventy Thousand Dollars (\$870,000.00)  
24 in maximum settlement consideration provided for under the Agreement to be fair and reasonable.  
25 The Court, therefore, orders Settlement Awards to be made and administered in accordance with  
26 the terms of the Agreement and this Order, to each Eligible Class Member who submits a Claim  
27 Form in accordance with the Agreement and this Order.

28 14. The Court hereby confirms Labor Law Office, A.P.C., and Westrup Klick, LLP as

1 Class Counsel.

2 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument  
3 submitted by Class Counsel, the Court hereby awards Class Counsel fees in the amount of  
4 \$290,000.00 and costs of \$8,137.39 to be paid from the Settlement as final payment for and  
5 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class  
6 Counsel as set forth in the Agreement.

7 16. The Court also hereby confirms Named Plaintiff Dolores Owens as Class  
8 Representative and authorizes payment to Plaintiff Dolores Owens in the amount of \$7,500.00  
9 from the Settlement Fund.

10 17. The Court also orders that a Claims Administration Payment in the amount of  
11 \$13,500.00 be paid to the Claims Administrator, CPT Group, Inc., from the Settlement Fund for  
12 the costs of administration.

13 18. The Court further finds and orders under the California Labor Code's Private  
14 Attorneys General Act ("PAGA"), California Labor Code Sections 2699, et seq., PAGA payment  
15 amount of \$8,000 is reasonable and apportions that payment as follows: to the Labor and  
16 Workforce Development Agency, the sum of \$6,000 and \$2,000 to the Claimants, to be distributed  
17 pursuant to the claims process defined in the Agreement.

18 19. The proceeds from any uncashed checks shall be sent to [www.hirepatriots.com](http://www.hirepatriots.com) or,  
19 in the alternative, [www.woundedwarrior.com](http://www.woundedwarrior.com) after 180 day after issuance (in accordance with  
20 paragraph 51 of the Agreement) and within 20 days thereafter, the Claims Administrator shall file a  
21 declaration of compliance with this Court (in accordance with paragraph 52 of the Agreement).

22 20. Defendant is to transfer the settlement amount of Eight Hundred Seventy Thousand  
23 Dollars (\$870,000.00) to the Claims Administrator on or before September 27, 2013.

24 21. As the parties have informed the Court, there are approximately 58 additional  
25 individuals (the "Subclass") who meet the criteria to be Class Members but who have not yet been  
26 sent a class notice. Based on data provided by Defendant to Class Counsel concerning the number  
27 of workweeks worked in Covered Positions by the Subclass, the Parties have stipulated, and the  
28 Court hereby orders that \$117,000.00 of the \$870,000.00 Settlement Fund described in paragraph

1 13 above shall be set aside by the Claims Administrator to be used as a separate settlement fund for  
2 the Subclass, and shall not be used by the Claims Administrator to calculate and pay Settlement  
3 Awards to Class Members who, to date, have been sent Class Notices in accordance with the terms  
4 of the Agreement. Such Class Members' Settlement Awards (i.e., the awards for Class Members  
5 who, to date, have been sent Class Notices) shall be calculated based on a Total Settlement Amount  
6 (as that term is defined in the parties' Settlement Agreement) of \$753,000.00 (less other deductions  
7 as set forth in paragraphs 15-18 above), which Settlement Awards shall be distributed by the  
8 Claims Administrator as soon as is practicable. The Settlement Awards paid to members of the  
9 Subclass shall be determined based on a Total Settlement Amount of \$117,000.00, in accordance  
10 with the terms of paragraph 36(g) of the "Stipulation of Settlement and Release" filed with the  
11 Court on February 8, 2013 as Exhibit 1 to the Declaration of Mark L. VanBuskirk. Further, the  
12 following procedure shall be followed:

13           By September 27, 2013, Defendant shall provide to the Claims Administrator the name,  
14 address, telephone number, social security number, and weeks worked in a Covered Position, for  
15 each member of the Subclass.

16           By October 4, 2013, the Claims Administrator shall conduct a National change of address  
17 search as to the Subclass members, and then mail to each Subclass member a Notice and Claim  
18 Form, which shall be of the same form and substance as that ordered by the Court in its March 18,  
19 2013 "Order Granting Preliminary Approval of Class Action Settlement," except that it shall be  
20 amended to reflect the schedule set forth in this Paragraph 21 regarding the notice and responses by  
21 Subclass members.

22           Subclass Members shall have until November 4, 2013 to submit a Claim Form, Exclusion,  
23 or Objection (as those terms are used in the Court's March 18, 2013 "Order Granting Preliminary  
24 Approval of Class Action Settlement). All such Claim Forms, Exclusions, or Objections must be  
25 received by the Claims Administrator by November 4, 2013 in order to be valid.

26           To the extent that any Subclass members have not submitted a Claim Form, Exclusion or  
27 Objection by October 25, 2013, the Claims Administrator shall contact such Subclass member by  
28 telephone and advise him or her, in substance, of his or her rights as set forth in the aforementioned

1 Notice.

2 On or before November 11, 2013, Class Counsel shall file a Motion for Final Approval as  
3 to Subclass, and shall include a declaration from the Claims Administrator regarding compliance  
4 with the terms of this Paragraph 21, and a form of Settlement Agreement as to the Subclass,  
5 executed by the parties, and which contains substantively similar terms to the one filed with the  
6 Court on February 8, 2013 as Exhibit 1 to the Declaration of Mark L. VanBuskirk, except as such  
7 terms may be inconsistent with this order.

8 Accordingly, THE COURT SETS A THE HEARING ON FINAL APPROVAL OF  
9 SETTLEMENT AS TO THE SUBCLASS for NOVEMBER 18, 2013 at 1:30 p.m.

10 22. The parties have agreed, subject to the release and waivers set forth above and in the  
11 Agreement, that Plaintiff Dolores Owens is authorized to act as Class Representative of the  
12 proposed Subclass.

13 23. This Interim Order on Final Approval of Class Action Settlement will be  
14 incorporated into the Court's Final Order of Dismissal with Prejudice and Final Judgment upon  
15 resolution of the proposed settlement of the Subclass.

16  
17 IT IS SO ORDERED.

18 Dated: September 20, 2013

  
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SENIOR DISTRICT JUDGE

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