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

ENRIQUE VAZQUEZ, SERGIO ALFONSO
LOPEZ, and MARIA VIVEROS, individually
and on behalf of themselves and others
similarly situated,

Plaintiffs,

v.

KRAFT HEINZ FOODS COMPANY, a
Pennsylvania Corporation, and DOES 1
through 100, inclusive,

Defendants.

Lead Case No. 16-CV-02749-WQH-AGS
(Consolidated w/
Case No. 17-cv-00077-WQH-BLM)

CLASS ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Filed: September 8, 2016
Certified: October 9, 2018

1 The Court, having fully reviewed the Motion for Order Granting Preliminary
2 Approval of Class Action Settlement, the supporting Points and Authorities,
3 Declarations of Class Counsel Paul K. Haines, Michael D. Singer, and Sahag
4 Majarian, II, the Stipulation of Class Action Settlement (“Settlement Agreement”),
5 and the proposed Notice of Class Action Settlement, and in recognition of the Court’s
6 duty to make a preliminary determination as to the reasonableness of any proposed
7 class action settlement and, if preliminarily determined to be reasonable, to ensure
8 proper notice is provided to Class Members in accordance with due process
9 requirements, and to conduct a Final Approval hearing as to the good faith, fairness,
10 adequacy and reasonableness of any proposed settlement, **HEREBY MAKES THE**
11 **FOLLOWING DETERMINATIONS AND ORDERS:**

12 1. The Court now finds, on a preliminary basis, that the Settlement
13 Agreement attached to the Declaration of Paul K. Haines as Exhibit “A”,
14 incorporated by reference in full and made a part of this Order of preliminary
15 approval, appears to be within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court. The Court notes that
17 Defendant Kraft Heinz Foods Company has agreed to pay the Gross Settlement
18 Amount of at least \$3,000,000 in full satisfaction of the claims as more specifically
19 described in the Settlement Agreement.

20 2. The Court concludes on a preliminary basis that: (a) the non-
21 reversionary Gross Settlement Amount is fair and reasonable to Class Members when
22 balanced against the probable outcome of further litigation relating to class
23 certification, liability and damages issues and potential appeals; (b) significant
24 investigation, research, discovery, and motion practice have been conducted such that
25 counsel for the Parties at this time are able to reasonably evaluate their respective
26 positions; (c) settlement at this time will avoid substantial costs, delay, and risks that
27 would be presented by the further prosecution of the litigation; and (d) the proposed
28 Settlement has been reached as the result of intensive, serious, and non-collusive

1 arms'-length negotiations between the Parties facilitated by an experienced wage and
2 hour class action mediator.

3 3. Accordingly, good cause appearing, the Motion for Order Granting
4 Preliminary Approval of Class Action Settlement is hereby GRANTED. Class
5 Members shall be defined as set forth in the Notice of Motion (i.e., Classes 1a, 1c, 2a,
6 2c, 4 and 5), all of which were certified by this Court over a contested Motion for
7 Class Certification, in addition to all non-exempt employees who worked for
8 Defendant during the Class Period in the State of California as conditional Class
9 Members pursuant to the proposed Settlement Agreement (collectively referred to
10 hereinafter as "Class Members").

11 4. The Court finds that the proposed Notice of Class Action Settlement
12 attached to the Settlement Agreement as Exhibit "1" fairly and adequately advises
13 Class Members of (a) the pendency of the Class Action Settlement, (b) the
14 certification of the Classes; (c) preliminary Court approval of the proposed
15 Settlement; (d) the date of the Final Approval Hearing; (e) the terms of the proposed
16 Settlement and the benefits available to Class Members under the Settlement; (f) their
17 right to receive their proportionate share of the Settlement without the need to return
18 a claim form; (g) their right to request exclusion, and the procedures and deadline for
19 doing so; (h) their right to object to the Settlement, and the procedure and deadline
20 for doing so; and (i) their right to file documentation in support of or in opposition to
21 the Settlement, and to appear in connection with, said hearing. Accordingly, good
22 cause appearing, the Court hereby APPROVES the Notice of Class Action
23 Settlement.

24 5. The Court finds that the mailing to the last known address of all Class
25 Members, as specifically described within the Settlement Agreement, with measures
26 taken for verification of an address and skip tracing of bad addresses, constitutes an
27 effective method of notifying Class Members of their rights with respect to the Class
28 Action and Settlement.

1 6. Accordingly, it is hereby ORDERED, that

2 A. CPT Group, Inc. (“CPT”) be appointed the Administrator to
3 administer the Settlement of this matter as more specifically set forth in the
4 Agreement;

5 B. The law firms of Haines Law Group, APC, Cohelan Khoury &
6 Singer and the Law Office of Sahag Majarian II be confirmed as Class Counsel;

7 C. Plaintiffs Enrique Vazquez, Sergio Alfonso Lopez, Maria
8 Viveros, and Xochitl Lozano are appointed as the Class Representatives;

9 D. No later than 15 calendar days (or, if that date falls on a weekend
10 or holiday, the next business day) after the date the Court enters an order granting
11 preliminary approval of the Settlement, Defendant shall provide to the Administrator,
12 for each Class Member, the following information drawn from its records: (1) full
13 name; (2) most recently known mailing address; (3) social security number; (4)
14 telephone number; (5) email address (to the extent available); (6) the start and end
15 dates of employment as a Class Member; (7) location of employment, and the number
16 of Compensable Workweeks worked during the Class Period (“Class Data”);

17 E. As soon as practicable after receiving the Class Data, but no later
18 than ten (10) business days after its receipt of the Class Data, the Administrator shall
19 mail in both English and Spanish, to Class Members by United States First Class
20 Mail: (1) the Notice of Class Action Settlement (“Notice”); (2) a Change of Address
21 form (Exhibit 2 to the Settlement), and (3) a pre-printed return envelope addressed to
22 the Settlement Administrator (collectively, the “Notice Packet”). The Administrator
23 shall take those measures specified and on the conditions set forth in the Agreement
24 for updating an address subsequent to the first mailing of a Notice Packet;

25 F. On or before 60 calendar days from the date the Administrator
26 first mails the Notice Packet to Class Members (or, if the 60th day falls on a Sunday
27 or holiday, the next business day that is not a Sunday or holiday) (the “Response
28 Deadline”), Class Members who wish to exclude themselves from the Settlement

1 must postmark and return to the Administrator a request for exclusion, as set forth in
2 the Agreement and the Notice;

3 G. On or before the Response Deadline, Class Members who wish
4 to dispute the information upon which their Settlement Payment will be calculated
5 must postmark and return to the Administrator an explanation in writing describing
6 why he or she believes the information is wrong, along with any supporting
7 information and/or documentation, as set forth in the Agreement and the Notice;

8 H. Class Members who wish to object to the Settlement must
9 postmark and return to the Administrator a written Objection on or before the
10 Response Deadline, as set forth in the Agreement and the Notice. The written
11 objection should state with particularity the basis on which they are asserted; and

12 I. Class Members, or their representatives, who have submitted
13 valid and timely written objections may appear at the Final Approval Hearing and
14 request of the Court permission to speak at the hearing.

15 7. IT IS ORDERED that Defendant shall provide notice to all appropriate
16 governmental entities in compliance with 28 U.S. Code § 1715 et seq., (including
17 California or any other state where Class Members may reside) and submit a
18 statement of compliance with the Court in a timely manner to prevent delay of the
19 Effective Date.

20 8. IT IS ORDERED that the Final Approval Hearing shall be held before
21 the undersigned at 11:00 a.m. on December 13, 2019, in the above-entitled Court, in
22 the United States District Court for the Southern District of California, Courtroom
23 14B located at 333 West Broadway, San Diego, California, 92101 to consider the
24 fairness, adequacy and reasonableness of the proposed Settlement preliminarily
25 approved by this Order, and to consider the application of Class Counsel for an award
26 of reasonable attorneys' fees and litigation expenses, Class Representatives' service
27 payments, and for the Administration expenses incurred. All briefs and materials in
28 support of an Order Granting Final Approval of the Class Action Settlement and the

1 Class Representatives' Service Payment, payment to California Labor Workforce
2 and Development Agency, Administration expenses, and attorneys' fees and
3 litigation costs shall be filed with this Court at least twenty-eight (28) calendar days
4 before the Final Approval Hearing.

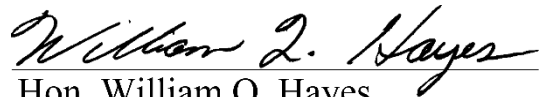
5 9. IT IS ORDERED that if for any reason the Court does not execute and
6 file an Order Granting Final Approval, or if the Effective Date, as defined in the
7 Agreement, does not occur for any reason whatsoever, the Agreement and the
8 proposed Settlement that is the subject of this Order, and all evidence and
9 proceedings had in connection therewith, shall be restored without prejudice to the
10 status quo ante as more specifically set forth in the Agreement.

11 10. IT IS ORDERED that pending further order of this Court, all
12 proceedings in this matter, except those contemplated herein and in the Agreement
13 are hereby stayed.

14 11. The Court expressly reserves the right to adjourn or to continue the Final
15 Approval Hearing from time to time without further notice to Class Members, except
16 that notice of a continuance shall be provided to Class Members who may submit
17 objections.

18 IT IS SO ORDERED.

19 Dated: August 2, 2019


20 Hon. William Q. Hayes
21 United States District Court
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