UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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IN RE MUSHROOM DIRECT PURCHASER ANTITRUST LITIGATION	:	**Master File No. 06-0620**
THIS DOCUMENT RELATES TO:	:	
Cardile Mushrooms, Inc. and Cardile Brothers Mushroom Packaging, Inc.	:	
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DIRECT PURCHASER CLASS PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION TO SEVER AND FOR PRELIMINARY APPROVAL OF SETTLEMENT AND APPROVAL OF THE FORM AND MANNER OF NOTICE TO THE CLASS AND PROPOSED SETTLEMENT SCHEDULE

Direct Purchaser Class Plaintiffs Wm. Rosenstein & Sons Co., Associated Grocers, Inc., M. Robert Enterprises, Inc., M.L. Robert, II, LLC, and Market Fare, LLC ("DPCPs" or "Plaintiffs") respectfully submit this Memorandum of Law in support of their Motion to Sever and for Preliminary Approval of Settlement and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule.

I. INTRODUCTION

DPCPs, Cardile Mushrooms, Inc. and Cardile Brothers Mushroom Packaging, Inc. ("CMI") have agreed to settle their dispute. The settlement has a combined monetary value to the class of $100,000 paid into escrow for the benefit of all members of the Class (the "Class")[1] in exchange for dismissal of the litigation between DPCPs and CMI with prejudice and a release (the "Settlement").[2] As additional consideration, the settlement also provides for CMI to

[1] The Class, as certified by the Court, is defined as "all persons and entities in the non-Western United States who purchased fresh *agaricus* mushrooms directly from an Eastern Mushroom Marketing Cooperative (EMMC) member or one of its co-conspirators or controlled affiliates, agents, or subsidiaries at any time between February 4, 2001 and August 8, 2005 (the "Class Period"). For group buying organizations and their members, direct purchases are either (1) members who have a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves. The Class excludes the EMMC, its members and their parents, subsidiaries, and affiliates." ECF. No. 780.

[2] CMI is among the entities subject to the "most favored nation" provision ("MFN") of the Giorgi settlement agreement that this Court finally approved on December 17, 2018 (ECF No. 915). The MFN in the Giorgi settlement provided that future settlements with certain other defendants including CMI could lead to a reduction in the settlement amount paid by Giorgi Mushroom Company subject to certain exceptions or conditions. Two such exceptions or conditions concern (1) an MFN defendant's ability to demonstrate an inability to pay its designated amount under the MFN; and (2) Giorgi's agreement in writing to waive the MFN provisions. ECF No. 852-2 at Exhibit 1, Paragraphs 22(a) and 22(c).

During settlement negotiations, CMI demonstrated to Class Plaintiffs' satisfaction that it faces the prospect of imminent bankruptcy. It provided detailed information to Class Counsel to prove its impaired financial condition. Accountants retained by Class Counsel reviewed this information and confirmed that CMI was in financial distress and unable to pay more than the $100,000 agreed to by the parties. Class Counsel thus determined that the exception to the most

cooperate with Plaintiffs by, *inter alia*, assisting them to prepare for trial and providing truthful testimony at trial if necessary. All the terms of the Settlement are set forth in the Settlement Agreement annexed as Exhibit 1 to the Gerstein Declaration.[3]

Preliminary approval of the Settlement is appropriate. DPCPs have litigated this case for over thirteen years, successfully obtaining class certification in November 2016.[4] All counsel involved in this settlement are experienced litigators and are well-positioned to assess the risks and merits of this case. The Settlement assures that the litigation against CMI will be put to rest, while avoiding continued litigation and potential appeals.

Accordingly, DPCPs respectfully request that the Court enter the proposed Order (Exhibit 3 to the Gerstein Declaration) which provides for the following:

1. Preliminary approval of the proposed Settlement Agreement and the documents necessary to effectuate the Settlement, including a proposed form of notice to the Class (Exhibit 5 to the Gerstein Declaration);
2. Appointment of Rust Consulting LLC ("Rust") as settlement administrator;
3. A schedule for approval of the settlement, including the scheduling of a Fairness Hearing for the Court to consider: (a) DPCPs' request for final approval of the Settlement and entry of a proposed order and final judgment; and (b) DPCPs' request for dismissal of this action against the CMI with prejudice.
4. Proceedings in the Direct Purchaser Class Action against CMI to be severed, and stayed until such time as the Court renders a final decision regarding the approval

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favored nation provision in Paragraph 22(c)(i) of the Giorgi Settlement Agreement applied because of CMI's inability to pay a larger amount. Class Counsel and CMI advised Giorgi of CMI's impaired financial condition, and CMI shared the same financial documentation with Giorgi's counsel as was made available to Class Counsel. Based on such review, Giorgi agreed in writing to waive the MFN provisions as to CMI. Giorgi takes no position regarding the fairness of the consideration. *See* Exhibit 2 to the Gerstein Declaration. Pursuant to the terms of the Giorgi MFN provision, Class Counsel can make the documentation of CMI's financial condition available to the Court if it wishes to review it.

[3] Following its Order certifying the class, the Court appointed Mr. Gerstein's firm, Garwin Gerstein & Fisher, as lead counsel for the class pursuant to Fed. R. Civ. Pro. 23(g). ECF No. 782.

[4] ECF No. 780, Order dated November 22, 2016.

of the Settlement so that the settlement approval process can proceed without prejudice to CMI or the class;

II. BACKGROUND

A. DPCPs' Claims and Procedural Background

In February 2006, DPCPs filed the first antitrust lawsuit on behalf of all direct purchasers challenging Defendants' conduct regarding the sale of fresh *agaricus* mushrooms.[5] DPCPs alleged that Defendants had unlawfully conspired to fix the price of fresh *agaricus* mushrooms, and had conspired to restrict the supply of fresh *agaricus* mushrooms to artificially inflate their prices. CMI denied these claims. CMI moved to dismiss DPCPs' complaint, and DPCPs prevailed after extensive briefing and oral argument. The case then proceeded through intensive discovery involving CMI and the other defendants in the case, including production and review of nearly one million pages of documents, multiple expert reports and supplements thereto, and dozens of depositions (fact and expert). The parties briefed and argued multiple rounds of dispositive and other motions, including multiple summary judgment motions, multiple *Daubert* motions, a multi-day *Daubert* hearing, and DPCPs' motion for class certification. After the Court's decision on class certification, Defendants petitioned for review of that ruling by the Third Circuit pursuant to Fed. R. Civ. Pro. 23(f). Those petitions were denied on January 24, 2017.

B. Settlement Negotiations and the Proposed Settlement

The settlement negotiations between Class Counsel and attorneys for CMI were vigorously contested and at arm's-length. Class Counsel assessed this action based on their extensive experience litigating antitrust class actions, including the opinions issued by this Court prior to the signing of the Settlement Agreement.

[5] *See* ECF No. 1.

DPCPs have proposed a form and manner of providing notice of the proposed Settlement to the Class, and the procedures by which: (a) Class members who wish to appear may do so; and (b) Class members may object to the proposed Settlement Agreement. Final approval of the proposed Settlement Agreement will result in the dismissal with prejudice of DPCPs' claims in their entirety against CMI.

IV. THE PROPOSED SETTLEMENT MEETS THE STANDARD FOR PRELIMINARY APPROVAL.

Preliminary approval of a proposed class settlement is warranted if the court determines it has no grounds to doubt the settlement's fairness, the settlement has no obvious deficiencies, and the settlement appears to fall within the range of possible approval.[6] "The preliminary approval decision is not a commitment to approve the final settlement; rather, it is a determination that there are no obvious deficiencies and the settlement falls within the range of reason."[7] Accordingly, preliminary approval does not require a court to reach any ultimate conclusions on the merits of the litigation.[8] Instead, "[t]his analysis often focuses on whether the settlement is the product of arm's-length negotiations."[9]

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[6] *See Mehling v. New York Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007); *Thomas v. NCO Fin. Sys., Inc.*, 2002 U.S. Dist. LEXIS 14157, *5 (E.D. Pa. July 31, 2002); *Greer v. Shapiro & Kreisman*, 2001 WL 1632135, *3 (E.D. Pa. Dec. 18, 2001).

[7] *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 438 (E.D. Pa. 2008) (internal quotations and citation omitted).

[8] *See Thomas*, 2002 U.S. Dist. LEXIS 14157 at *5 (quoting *Detroit v. Grinnell Corp.*, 495 F.2d 448, 456 (2d Cir. 1974)).

[9] *Curiale v. Lenox Grp. Inc.*, No. 07-1432, 2008 WL 4899474, *4 (E.D. Pa. Nov. 14, 2008). *See also In re Auto Refinishing Paint Antitrust Litig.*, 2004 WL 1068807, *2 (E.D. Pa. May 10, 2004) (approving settlement reached "after extensive arms-length negotiation between very experienced and competent counsel.").

In a court's evaluation of a proposed settlement, the "professional judgment of counsel involved in the litigation is entitled to great weight."[10] Here, Class Counsel have been litigating antitrust class actions for decades, and are recommending a settlement that will provide benefits to the Class, even as DPCPs continue to litigate with the vast majority of the defendants in this case.

A hearing is not necessary or required under Rule 23(e) at the preliminary approval stage. As explained in the Manual for Complex Litigation (the "Manual"), "[i]n some cases, this initial evaluation can be made on the basis of information already known, supplemented as necessary by briefs, motions, or informal presentations by parties."[11] Obviously, the named class plaintiffs and Class Counsel are available at the Court's convenience if it wishes to hold a hearing.

A. The Proposed Settlement Is the Product of Serious, Informed, Arm's-Length Negotiations.

If a court finds that a settlement is the result of good-faith, serious, arm's-length negotiations, the settlement is entitled to a presumption of fairness because such negotiations guard against any "obvious deficiencies" in a settlement.[12]

Counsel have been litigating this case for over thirteen years. The voluminous record that they created permitted DPCPs and CMI to identify the strengths and weaknesses of their

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[10] *Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 452 (E.D. Pa. 1985). *See also Varacallo v. Mass Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) ("Class Counsel's approval of the Settlement also weighs in favor of the Settlement's fairness.").

[11] MANUAL FOR COMPLEX LITIGATION, § 21.632 at 382 (4th ed. 2005). *See also Curiale,* 2008 WL 4899474 (court granting preliminary approval without hearing).

[12] *Hughes v. In Motion Entm't.*, 2008 WL 3889725, *3 (W.D. Pa. Aug. 18, 2008). *See also Mehling*, 246 F.R.D. at 472 ("A common inquiry is whether the proposed settlement is the result of 'arm's-length negotiations.'"); *Curiale*, 2008 WL 4899474, at *4 (the preliminary approval analysis "often focuses on whether the settlement is the product of arm's-length negotiations."); *Gates*, 248 F.R.D. at 444 (granting preliminary approval where there was "nothing to indicate that the proposed settlement . . . [was] not the result of good faith, arm's-length negotiations between adversaries.").

respective claims and defenses. The parties engaged in intensive settlement discussions. The negotiations were detailed, time-consuming, and hard-fought.

B. The Advanced Stage of This Case Supports Preliminary Approval.

This case is proceeding to trial on May 20, 2019, and DPCPs are deep into trial preparations. Class Counsel has made a fully-informed assessment of the value of its claims against CMI and CMI's inability to pay a larger amount.

C. Class Counsel Are Highly Experienced in Class Action Antitrust Litigation.

Class Counsel believe that the settlement is fair and in the best interests of the Class. In negotiating the settlement, Class Counsel considered the volume of mushrooms sold by CMI during the class period, CMI's inability to pay a larger amount, and the risks of continuing litigation against an entity facing imminent bankruptcy. In approving class action settlements, courts often defer to the judgment of experienced counsel who have engaged in arm's-length negotiations,[13] understanding that vigorous, skilled negotiation protects against collusion and advances the fairness interests of Rule 23(e).

Class Counsel have very substantial experience in similar antitrust class action cases, having been involved in many such cases for over 30 years.[14] The record in this case shows the vigor with which Class Counsel have prosecuted this case for over thirteen years.

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[13] *See Collier v. Montgomery Cnty. Housing Auth.*, 192 F.R.D. 176, 186 (E.D. Pa. 2000) ("the court will give due regard to the advice of the experienced counsel in this case who recommend the settlement who have negotiated this settlement at arm's-length and in good faith"); *Austin v. Pa. Dep't of Corr.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995) (stating that significant weight should be attributed "to the belief of experienced counsel that settlement is in the best interest of the class").

[14] Some or all of the attorneys here also were counsel in the following class action antitrust settlements: *In re Cardizem CD Antitrust Litig*., No. 99-md-1278 (E.D. Mich. Edmunds, J.) (final settlement approval on November 25, 2002); *In re Buspirone Antitrust Litig*., MDL Docket No. 1413 (S.D.N.Y. Koeltl, J.) (final settlement approval on April 7, 2003); *In re Relafen Antitrust Litig*., No. 01-12239 (D. Mass. Young, J.) (April 9, 2004); *North Shore*

D. The Proposed Settlement Confers Valuable Consideration and Is Within the Range of Possible Approval.

The proposed Settlement is in the best interest of the Class. The proposed cash payout here is the largest Class Counsel could obtain for the class in light of CMI's financial hardship. While the size of the cash consideration is modest, this settlement also confers to the class valuable non-monetary consideration in the form of CMI's cooperation in assisting DPCPs in preparing for and testifying at trial.[15] Class Counsel believe the cooperation offered in this settlement will provide significant value at trial or otherwise resolving the claims against the remaining Defendants.

Accordingly, the settlement falls "within the range of" settlements that could "possibl[y]" be worthy of final approval as fair, reasonable, and adequate.[16] Whether a settlement is granted *final* approval is determined at the final fairness stage in accordance with *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), which enumerates nine factors to be considered by courts assessing the

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Hematology-Oncology Assoc., P.C. v. Bristol Myers Squibb Co., No. 1:04-cv-248 (D.D.C. Sullivan, J.) (Nov. 30, 2004); *In re Terazosin Hydrochloride Antitrust Litig*., No. 99-mdl-1317 (S.D. Fla. Seitz, J.) (April 19, 2005); *In re Remeron Antitrust Litig*, No. 03-CV-0085 (D.N.J. Hochberg, J.) (Nov. 9, 2005); *In re Children's Ibuprofen Oral Suspension Antitrust Litig*., No. 1:04 CV-01620 (D.D.C. Huvelle, J.) (April 24, 2006); *Meijer, Inc. et al. v. Warner Chilcott, & Barr Pharma. Inc. et al*., No. 05-2195 (D.D.C. Kollar-Kotelly J.) (April 20, 2009); *In re Tricor Antitrust Litig*., No. 05-340 (D. Del. Robinson, J.) (April 24, 2009); *In re Nifedipine Antitrust Litig*., MDL No. 1515 (D.D.C. Leon, J.) (Jan. 31, 2011); *In re OxyContin Antitrust Litig.*, No. 04 md 1603 (S.D.N.Y. Stein, J.) (Jan. 25, 2011); *Meijer*, *Inc. v. Abbot Labs.*, N.D. Cal. No. 07-5985 (N.D. Cal. Wilken, J.) (August 11, 2011); *In re Wellbutrin SR Antitrust Litig*., No. 04-5525 (E.D. Pa. Stengel, J.) (Nov. 21, 2011); *In re D.D.A.V.P. Antitrust Litig*., No. 05 Civ. 2237 (S.D.N.Y. Seibel, J.) (Nov. 28, 2011); *Rochester Drug Co-Operative et al. v. Braintree Labs. Inc*., No-07-142 (D. Del. Robinson, J.) (May 31, 2012); *In re Neurontin Antitrust Litig.*, No. 02-1830 (D.N.J. Hochberg, J.) (Aug. 6, 2014); *Mylan Pharma., Inc. v. Warner Chilcott, LTD*, No. 12-cv-3824 (E.D. Pa Diamond, J.)(Sept. 15, 2014); *In re Prandin Direct Purchaser Antitrust Litig.*, No. 2:10-cv12141 (E.D. Mich. Cohn, J.) (Jan. 20, 2015).

[15] *See* ECF No. 780, n.1.

[16] *See, e.g., Samuel v. Equicredit Corp.,* 2002 WL 970396, *1 n.1 (E.D. Pa. May 6, 2002) (quoting Newberg on Class Actions § 11.25 (1992)).

fairness of a settlement under Rule 23(e).[17] At the *preliminary* approval stage, by contrast, courts simply determine if the settlement could possibly be approved using the *Girsh* factors.[18]

E. The Plan of Distribution Is Fair, Reasonable, and Adequate.

Approval of a plan of distribution for a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole, *i.e.,* the distribution plan must be fair, reasonable, and adequate.[19] Generally, an allocation plan is reasonable if it reimburses class members based on the type and extent of their injuries.[20]

The proposed plan of distribution meets this standard. As described in the proposed notice to Class members, at a future date, Class Counsel will present an allocation plan to the Court providing that the proceeds of the proposed Settlement in this case, net of Court-approved past and future costs of litigation (the "Net Settlement Fund"), will be paid to Class members who submit claims based on each Class member's aggregate share of the total Class' purchases of fresh *agaricus* mushrooms during the class period, to the extent the claims can be verified by records produced by Defendants or the class member's own records. It is similar to plans

[17] These factors are: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Kaplan v. Chertoff*, No. 06-5304, 2008 WL 200108, *2 n.1 (E.D. Pa. Jan. 24, 2008).

[18] *See Curiale*, 2008 WL 4899474, at *8 n.4 ("[a]t the preliminary approval stage, however, we need not address all of these factors, as 'the standard for preliminary approval is far less demanding'") (quoting *Gates*, 248 F.R.D. at 444 n.7).

[19] *In re Ikon Office Solutions, Inc.*, 194 F.R.D. 166, 174 (E.D. Pa. 2000).

[20] *Id*.

previously approved by courts in class action antitrust cases and implemented with a high degree of success and efficiency,[21] and should be approved here as well.

F. The Proposed Form and Manner of Notice Are Appropriate.

1. Form of Notice.

Under Rule 23(e), class members are entitled to reasonable notice of a proposed settlement before it is finally approved by the Court, and notice of the final Fairness Hearing.[22] "[T]o satisfy due process, notice to class members must be reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."[23] There are two components of notice: (1) the form of the notice; and (2) the manner in which notice is sent to Class members.

The proposed form of notice is appropriate. It contains the same relevant information concerning the settlement as the forms of notice that the Court approved for prior settlements in this case (and to notify class members that a class had been certified).[24] It is designed to alert Class members to the proposed Settlement by using a bold headline, and the plain language text provides important information regarding the terms of the proposed Settlement.[25] In addition, the

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[21] *See, e.g., Mylan Pharma., Inc. v. Warner Chilcott,* LTD, No. 12-cv-3824 (E.D. Pa Sept. 15, 2014) (ECF No. 665) (granting final approval to Plan of Distribution); *In re Flonase Antitrust Litig*., No. 08-cv-3149 (E.D. Pa. June 14, 2013) (ECF No. 496) (same); *Meijer, Inc. et al v. Biovail Corp. et al.* No. 2:08-cv-02431 (E.D. Pa. Nov. 7, 2012) (ECF No. 485) (same).

[22] *See* Manual §§ 21.312, 21.633.

[23] *Ikon Office Solutions*, 194 F.R.D. at 184.

[24] *See* ECF No. 877.

[25] The notice fairly, clearly, and concisely describes in plain, easily understood language: the nature of the action; the definition of the Class certified; that CMI is the settling Defendant; the significant terms of the proposed Settlement including the consideration CMI has agreed to pay to the Class; that a Class member may object to all or any part of the proposed Settlement and the process for doing so, including entering an appearance through an attorney if the Class member desires; the process for obtaining a portion of the settlement proceeds; the final approval process for the proposed Settlement; the schedule for completing the settlement approval

proposed notice prominently features Class Counsel's contact information and directions to the firm website for Class Counsel where the Settlement documents and supplemental information will be provided, as well as contact information for the settlement administrator.

2. Manner of Notice.

As they did for the initial settlements approved by the Court, DPCPs propose to provide notice by first-class United States mail as well as by publication in an appropriate trade journal. Notice will be sent by first class mail to every purchaser whose address appears in Defendants' electronic transactional sales data. In addition to notice by first class mail, DPCPs will publish the notice in *Progressive Grocer*, an industry journal that the class representatives have advised is the most likely publication to provide actual notice to the members of the Class.

G. The Court Should Appoint Rust as Settlement Administrator.

DPCPs also ask that the Court appoint Rust as the settlement administrator. The Court has already approved Rust to administer notice of class certification and the settlements with Giorgi Mushroom Co. and Giorgio Foods, Inc. (together, "Giorgi"), Kitchen Pride Mushroom Farms, Inc. ("Kitchen Pride"), and Creekside Mushrooms, Ltd. ("Creekside").[26] It has the requisite skill and experience to serve in this function.[27] Rust will oversee the administration of the Settlement, including disseminating notice to the Class, calculating each Class member's *pro rata* share of the Settlement fund, and distributing settlement proceeds.

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process, including deadlines for Class members to submit objections to the Settlement, and the submission of the motion for final approval of the settlement; and the binding effect of a final judgment on members of the Class. *See generally* Exhibit 5 to the Gerstein Declaration.

[26] ECF No. 877.

[27] Rust is well-reputed within the legal, accounting and financial service fields, and frequently handles claims administration in settlement of large, complex antitrust cases. Rust's resume is attached as Exhibit 4 to the Gerstein Declaration.

H. The Proposed Schedule Is Fair and Should Be Approved.

As set forth in the proposed order, DPCPs propose the following schedule for completing the Settlement approval process:

- Within 10 days from the date of filing for preliminary approval, CMI shall serve notice pursuant to the Class Action Fairness Act of 2005;
- Within 30 days from the date of preliminary approval, notice will be mailed to each member of the Class in Defendants' electronic sales data, and Class Counsel shall arrange for publication notice in the earliest available issue of *Progressive Grocer*;
- Within 60 days from the date of preliminary approval, class members may object to the Settlement;
- Within 7 days from the expiration of the deadline for Class members to object to the Settlement, Class Counsel will file a motion and memorandum in support of final approval of the Settlement;
- On a date to be set by the Court no less than 115 days following preliminary approval, the Court will hold a final Fairness Hearing;
- No later than 30 days prior to the date for the Fairness Hearing set by the Court, class members may submit any Notices of Intention to Appear and Summary Statements of Objections to the Settlement.

This schedule is fair to Class members. It gives Class members ample time for consideration of the Settlement and to object to the Settlement. And as noted herein, the notice will, *inter alia*, explain the Settlement and direct Class members as to how they can get more information or answers to any questions they may have. In addition, the schedule allows the full statutory period for CMI to serve its Class Action Fairness Act notice pursuant to 28 U.S.C. § 1715, and for regulators to review the proposed Settlement and, if they choose, advise the Court of their view.

V. CONCLUSION

For the foregoing reasons, DPCPs respectfully request that the Court enter the proposed Order.

Dated: April 16, 2019

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