

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**ANNERIS MOREL AND HUGO MOREL
TAVEAREZ, individually and on behalf of
all others similarly situated,**

Plaintiffs,

v.

**GOYA FOODS, INC., and A.N.E.
SERVICES, INC.**

Defendants.

**2:20-cv-05551-ES-CLW
Class Action**

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

This Court, having considered Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Parties' Class Action Settlement Agreement and Release, and for good cause shown,

IT IS on this 19th day of January 2022 hereby ordered as follows:

1. The Court has jurisdiction over the Parties and the claims in this case.
2. The Court, after conducting a preliminary assessment of the fairness, reasonableness and adequacy of the Settlement Agreement, hereby finds that it falls within the range of reasonableness meriting preliminary approval and dissemination of the Class Settlement Notices, which are attached as Exhibit 2 to the Settlement Agreement. The Court hereby preliminarily approves the Settlement Agreement and the terms and conditions of the Settlement, subject to further consideration in the Fairness hearing described below.

3. The proposed Notices, attached as Exhibit 2 to the Settlement Agreement are hereby approved. The Court preliminarily finds that the Notices meet the requirements of Rule 23(c)(3), Rule 4-32-1, and due process, are the best practicable notice under the circumstances, and are reasonably calculated, under the circumstances, to apprise applicable Class Members of the pendency of the Action(s), and their right to participate in, object to or exclude themselves from the settlement.
4. The Settlement Administrator shall cause the Settlement Notice to be disseminated in the manner set forth in the Parties' Settlement Agreement.
5. The Court hereby certifies the class, as defined in the Settlement Agreement, for settlement purposes only.
6. Plaintiffs shall file their unopposed Motion for Final Approval, including their requests for Attorneys' Fees and Costs and Service Awards, on or before February 20, 2023.
7. A fairness hearing is set for March 14, 2023 to determine finally whether the proposed settlement satisfies the applicable requirements of Rule 23 and Rule 4:32-1 for settlement purposes only such that the Court can enter the proposed Order granting final approval; review objections, if any, regarding the Settlement Agreement; consider the fairness, reasonableness, and adequacy of the Settlement Agreement and its terms; consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses; determine the validity of any Exclusion Requests; and resolve any other issues that the Court may deem necessary and appropriate
8. The Court hereby approves the Parties' stipulations in the Settlement Agreement that Class Members exclude all brokers who, either individually or on behalf of a business entity, signed

an Amendment to their Broker Agreement containing an arbitration agreement and class action waiver. All such individuals are hereby excluded from the Class here.

9. The Parties may modify the Settlement Agreement prior to the Fairness Hearing so long as such modifications do not materially change the terms and conditions of the Settlement provided thereunder. The Court may approve the Settlement Agreement with any such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.
10. Any Settlement Class Member who is not a Named Plaintiff and who intends to object to any aspect of the settlement, including the requested Attorneys' Fees and Costs, or Service Award, must do so on or before the Objection Date. To object, the applicable individual must send the Objection to the Settlement Administrator on or before the Objection Date and include: the name, address, telephone number, and email address of the Person objecting and, if represented by counsel, of his/her counsel. The objecting individual must state, specifically and in writing, all objections and the basis for any such objections and must state whether he/she intends to appear at the Fairness Hearing, either with or without counsel. The Settlement Administrator shall promptly share the Objection with Class Counsel and Defense Counsel and Class Counsel shall promptly file the Objection with the Court. Any applicable individual who fails to file and timely submit and serve a written objection in accordance with this Agreement shall not be permitted to object to the approval of the Settlement Agreement at the Fairness Hearing. The Parties may take discovery on an expedited basis regarding the objection from the objector and related third parties.
11. The Exclusion and Objection date shall be the date 60 days after the Class Notices are mailed.

12. Any Class Member who is not a Named Plaintiff and who wishes to be excluded from the Settlement Class may file an Exclusion Request but must do so by the Exclusion Date. Class Members (but not Named Plaintiffs) who make a valid Exclusion Request are excluded from the litigation and not just the settlement. Any current broker Class Members who do not sign the Amendment and Arbitration Agreement will be deemed to have filed an Exclusion Request and will be excluded from the settlement.
13. Pending final determination of whether the Settlement should be approved, all proceedings in the Action unrelated to the approval of the Settlement, the application for Attorneys' Fees and Expenses, and the Application for Incentive Award are stayed.
14. This Order will become null and void and will be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the settlement is terminated in accordance with the Settlement Agreement or if the Settlement Effective Date never occurs.
15. This Order or any finding therein, including any class certification determination for settlement purposes only, may not be used by any Party or otherwise or construed as an admission, concession, or a presumption by or against Defendant of any fault, wrongdoing, failure of disclosure, improper or illegal business practice or waiver of any claim, defense, right to arbitration or to defend against arbitration that he, she or it may have in the event the Settlement Agreement is terminated. In the event that this Order becomes of no force or effect, it shall not be construed or used as an admission, concession or presumption by or against the Released Parties, the Plaintiffs or the Class.

IT IS SO ORDERED.

/s/ Cathy L. Waldor
Cathy L. Waldor, U.S.M.J.