

If you bought Canned or Pouched Tuna between June 1, 2011 and July 1, 2015, you may qualify to get cash from class action settlements totaling \$152.2 million

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Para una notificación en español, visite www.TunaEndPurchaserSettlement.com o llame 1-866-615-0977.

- On July 30, 2019, the United States District Court for the Southern District of California (the “Court”) certified a class of all persons and entities who reside in the states of Arizona, Arkansas, California, District of Columbia, Florida, Guam, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, West Virginia, and Wisconsin (referred to as the End Payer Plaintiffs) who *indirectly* purchased Chicken of the Sea, StarKist, or Bumble Bee tuna in cans or pouches smaller than 40 ounces (“Packaged Tuna”) from June 1, 2011 through July 1, 2015 for their own consumption (the “Class”).
- Defendants appealed the July 30, 2019 Class Order certifying the Class. On April 8, 2022, the Ninth Circuit Court of Appeals affirmed the Court’s July 30, 2019 Class Order. On August 8, 2022, Defendants petitioned the U.S. Supreme Court to review the Ninth Circuit’s April 8, 2022 judgment. On November 14, 2022, the U.S. Supreme Court denied the petition and declined the opportunity to review the Class Order.
- On November 10, 2021, the Court issued an order granting in part and denying in part the End Payer Plaintiffs’ (“EPPs”) motion for summary judgment.
- On July 15, 2022, the Court finally approved a settlement reached in this antitrust class action between the EPPs and Tri-Union Seafood LLC d/b/a Chicken of the Sea International and Thai Union Group (collectively “COSI”). That settlement is referred to as the COSI Settlement in this Notice.
- COSI agreed to pay \$15 million for Class Member benefits and up to \$5 million for notice and administration costs which resulted in a total benefit to the Settlement Class of \$16.2 million. Class Counsel agreed that no attorney fees would be paid out of the COSI Settlement at the time of final approval, but reserved the right to request attorneys’ fees at a later date. The Court approved an expense award in the amount of \$4,155,027.67 in order to reimburse Class Counsel for specific, reasonable, and necessary out-of-pocket litigation costs incurred as of May 2021.
- The COSI Settlement was with COSI **only** and did not dismiss the Class claims against StarKist, Co. (“StarKist”), Dongwon Industries Co. Ltd (“DWI”), or the Lion Companies (Lion Capital LLP, Lion Capital (Americas), Inc., or Big Catch Cayman LP). Claims against Bumble Bee were dismissed in bankruptcy. A trial was set for July 16, 2024 to try the Class claims against StarKist, DWI, and the Lion Companies. The COSI Settlement has not been distributed to Claimants to allow for the remaining Class claims to be litigated to judgment, trial, or dismissal.
- On August 13, 2024, a proposed settlement was reached in this antitrust action between StarKist, DWI, and the EPPs (collectively “StarKist” or the “Settling Defendants”) and is referred to as the StarKist Settlement.

- On August 13, 2024, a proposed settlement was reached in this antitrust action between the Lion Companies and the EPPs (collectively “Lion” or the “Settling Defendants”) and is referred to as the Lion Settlement.
- The StarKist and Lion Settlements resolve all remaining Class claims in this action. All three settlements – the COSI, StarKist, and Lion Settlements – are collectively the Total Settlement.
- If approved by the Court, the StarKist and Lion Settlements will resolve the EPPs’ claims that from June 1, 2011 to July 1, 2015 StarKist and Lion participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Packaged Tuna products at an artificially high level in violation of antitrust and unfair competition laws.
- Both StarKist and Lion deny many of the allegations and have asserted defenses to the EPPs’ claims. The EPPs, StarKist, and Lion agreed to the proposed Settlements to avoid further litigation, the risks of an adverse jury verdict, substantial trial costs, and inconvenience to the EPPs, StarKist, and Lion. If approved, the StarKist and Lion Settlements will release StarKist and Lion from the claims in this case.
- StarKist has agreed to pay \$130 million over an eighteen-month period to resolve all Class claims.
- Lion has agreed to pay \$6 million to resolve all Class claims.
- The StarKist and Lion Settlements total \$136 million. Once the \$16.2 million in benefits provided by the COSI Settlement are added, the total combined common fund in this antitrust case is **\$152.2 million** (“Total Settlement Fund”).
- Class Counsel will ask the Court to: (1) approve the payment of attorneys’ fees; to reimburse Class Counsel for reasonable out-of-pocket costs and expenses incurred after May 2021; (2) approve service awards for the individual EPPs; and (3) cover the reasonable cost of notice and claims administration out of the Total Settlement Fund. Class Counsel reserves the right to seek fees based on the Total Settlement Fund.
- Case updates will be provided at the Case Website at www.TunaEndPurchaserSettlement.com or by calling toll-free at 1-866-615-0977.
- Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a claim for payment in the Total Settlement online or by mail. • If you already filed a claim in the COSI Settlement, you do not need to file another claim for payment. • Be bound by the Total Settlement. • Give up your right to sue or continue to sue StarKist and Lion for the claims in this case. 	Submitted online or postmarked by the initial claims date of December 31, 2024
NO ADDITIONAL OPPORTUNITY TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • If you previously asked to be excluded from the COSI Settlement or certified Class and your exclusion was approved by the Court, then you are not a member of the Settlement Class and are also excluded from the StarKist and Lion Settlements. 	
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the StarKist and Lion Settlements—You will still be bound by the StarKist and Lion Settlements and you may still file a claim. 	Postmarked by November 8, 2024
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the StarKist and Lion Settlements—If you want your attorney to represent you, you must pay for that attorney. • File your Notice of Intent to Appear by November 8, 2024. 	November 22, 2024 at 1:30 p.m.
DO NOTHING	<ul style="list-style-type: none"> • Unless you previously filed a valid claim in the COSI Settlement, you will not receive money. • Give up your right to sue or continue to sue StarKist and Lion for the claims in this case. 	

- Your rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Case Website, www.TunaEndPurchaserSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the StarKist and Lion Settlement Agreements. **Payments to Settlement Class Members will be made: (1) if the Court finally approves the StarKist and Lion Settlements; and (2) ONLY AFTER entry of judgment by the Court, receipt of all funds to be paid under the Settlement Agreements, and any appeal has been fully and finally resolved.** It is unknown if any party will seek to appeal the approval of either or both Settlements. Please be patient.

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Basic Information

1. Why is there a Notice?

You have the right to know about the proposed Settlements and your rights and options before the Court decides whether to approve the StarKist and Lion Settlements.¹ The Court in charge of this case is the United States District Court for the Southern District of California. The case is called *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MSB). Those who sued are called the End Payer Plaintiffs or EPPs. The companies they sued are called the Defendants and include Tri-Union Seafoods LLC d/b/a Chicken of the Sea International and Thai Union Group PCL (collectively “COSI”), StarKist Company and its parent company, Dongwon Industries Co. Ltd (collectively “StarKist”), and Bumble Bee Foods, LLC (“Bumble Bee”) and its parent companies Lion Capital LLP, Lion Capital (Americas), Inc., and Big Catch Cayman LP (the “Lion Companies” or “Lion”). Defendant Bumble Bee filed for bankruptcy and has been dismissed from the case.

As a Settlement Class Member, unless you chose to opt out in the COSI Settlement or after the Litigation Notice and your opt out was approved by the Court, you will be bound by the judgment of the Court as to StarKist and the Lion Companies in this antitrust class action. The Court will resolve issues for everyone in the StarKist and Lion Settlement Class, except for those who previously excluded themselves.

The proposed Settlements are with StarKist and the Lion Companies. A settlement with COSI was previously approved by the Court in July 2022. These two proposed Settlements finally resolve all outstanding Class claims in this antitrust class action. All three settlements – the COSI, StarKist, and Lion Settlements – are combined to create one common fund referred herein as the Total Settlement Fund.

If the Court approves both the proposed StarKist and Lion Settlement Agreements, and after objections, and appeals are resolved, you will be bound by the judgment and terms of the StarKist and Lion Settlements. This Notice explains the lawsuit, certification of a Settlement Class by the Court, the StarKist and Lion Settlements, and your legal rights.

2. What is this lawsuit about?

End Payer Plaintiffs allege that from June 2011 to July 2015 Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Packaged Tuna products at an artificially high level in violation of antitrust and unfair competition laws. In July 2019, the Court certified a class of End Payer Plaintiffs and selected Wolf Haldenstein Adler Freeman & Herz LLP to act as Class Counsel (the “Class Order”).

Defendants appealed the Class Order. On April 8, 2022, the Ninth Circuit Court of Appeals affirmed the District Court’s Class Order. On August 8, 2022, the Defendants petitioned the U.S. Supreme Court to review the Ninth Circuit’s April 8, 2022 judgement. On November 14, 2022, the U.S. Supreme Court denied the petition and declined the opportunity to review the Class Order.

The EPPs have now reached proposed Settlements with StarKist, DWI, and the Lion Companies. StarKist, DWI, and the Lion Companies deny many of the allegations and have asserted defenses to the EPPs’ claims. The EPPs, StarKist, and Lion agreed to the proposed Settlements to avoid further litigation, the risks of an adverse jury verdict, substantial trial costs, and inconvenience to the EPPs, StarKist, and Lion. If approved, the StarKist and Lion Settlements will release StarKist and Lion from the claims in this case.

¹ The StarKist and Lion Settlements are on behalf of *indirect* purchasers of Packaged Tuna (i.e., persons who did not purchase directly from the Defendants), for personal use and not resale. There are separate class actions on behalf of *direct* purchasers, that is, entities such as retailers, wholesalers, and distributors that bought Packaged Tuna directly from one or more of the Defendants, and for commercial food preparers such as caterers and restaurants.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims, all of whom together are a “class.” Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

4. Why are there two Settlements?

The Court did not decide in favor of either the End Payer Plaintiffs or Defendants StarKist and Lion. Trials involve risks to both sides; therefore, the EPPs and StarKist and the EPPs and Lion have agreed to settle the case. The EPPs and Class Counsel think the StarKist and Lion Settlements are in the best interests of the Class and are fair, reasonable, and adequate.

Who is Affected?

5. Am I part of the StarKist and Lion Settlement Class?

The StarKist and Lion Settlement Class includes all persons and entities who *resided* in Arizona, Arkansas, California, the District of Columbia, Florida, Guam, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, West Virginia, and Wisconsin, who indirectly purchased Packaged Tuna in cans or pouches smaller than forty ounces for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator during the period from June 1, 2011 to July 1, 2015 (the “Class Period”).

The StarKist and Lion Settlement Class excludes purchases of meal kits. The Court, the Defendants, and individuals who previously opted out of the COSI Settlement Class or certified Class also are excluded from the StarKist and Lion Settlement Class.

6. I’m still not sure if I’m included.

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreements available at www.TunaEndPurchaserSettlement.com. You may also call the Claims Administrator at 1-866-615-0977.

The StarKist and Lion Settlement Benefits

7. What do the StarKist and Lion Settlements provide?

If the StarKist Settlement Agreement is approved, StarKist has agreed to pay \$130 million over an eighteen-month period to resolve all Class claims. If the Lion Settlement Agreement is approved, the Lion Companies have agreed to pay \$6 million to resolve all Class claims. The StarKist and Lion Settlements total \$136 million. Once the \$16.2 million in benefits provided by the COSI Settlement are added, the Total Settlement Fund in this antitrust case is **\$152.2 million**. Each authorized claimant in the Settlement Class will receive a *pro rata* share of the Total Settlement Fund after payment of attorneys’ fees and costs, service awards for the individual EPPs, and administration costs.

Class Counsel will ask the Court to: (1) approve the payment of attorneys’ fees; to reimburse Class Counsel for reasonable out-of-pocket costs and expenses incurred; (2) approve service awards for the individual EPPs; and (3) cover the reasonable cost of notice and claims administration out of the Total Settlement Fund. The Court

has already approved an expense award in the amount of \$4,155,027.67 to reimburse Class Counsel for specific, reasonable, and necessary out-of-pocket costs incurred as of May 2021. Class Counsel will also request reimbursement of reasonable and necessary out-of-pocket costs in the amount of \$1,618,489.24 and a total service award of \$294,000 for the sixty-nine individual EPPs representing 31 different states. The Settlement Agreements take no position as to Attorneys' Fees. Counsel will request an award of attorneys' fees equal to 33% of the Total Settlement, to be paid over the same schedule provided in the StarKist Settlement Agreement.

8. What can I get from the StarKist and Lion Settlements?

Based on the Total Settlement amount of \$152.2 million, it is estimated that Settlement Class Members will receive approximately \$24.50 for every 200 cans purchased (approximate number of cans if you purchased packaged tuna weekly during the Settlement Class Period) or approximately \$0.12 per can. The actual per-can payment amount will depend on the amount of attorneys' fees and costs, service awards for the individual EPPs, and administration costs that are awarded by the Court, as well as the number of valid claims received, and the volume of cans/pouches represented in those claims.

If the total payment for any Settlement Class Member is less than \$5.00, no payment will be made to the Settlement Class Member. The value of the payment will remain in the Total Settlement Fund for further distribution.

If, after all eligible claims are paid, checks sent to eligible claimants remain unclaimed or otherwise not redeemed after 60 days from the date of the check, then Class Counsel will seek the Court's recommendation on the distribution of any remaining funds. If no further distributions are recommended, all remaining funds will be donated to the Consumer Protection Policy Center (CPPC) at the University of San Diego.

How to Get a Payment

9. How can I get a payment?

To be eligible to receive a payment from the StarKist and Lion Settlements, you must complete a Claim Form so that it is submitted online or postmarked by the initial claims deadline of **December 31, 2024**. The Claim Form can be obtained online at www.TunaEndPurchaserSettlement.com or by writing or emailing the Claims Administrator at the address listed below.

Tuna End Purchaser Settlement
c/o JND Legal Administration
P.O. Box 91442
Seattle, WA 98111
info@TunaEndPurchaserSettlement.com

If you already filed a claim in the COSI Settlement, you do not need to file another claim for payment. If you did not file a claim in the COSI Settlement, and you do not submit a valid Claim Form by the initial claims deadline of **December 31, 2024**, you will **not** receive a payment, but you will be bound by the Court's judgment in this case.

10. When do I get my payment?

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form **after the Court grants "final approval" of the StarKist and Lion Settlements, all funds have been paid as required by the Settlement Agreements, final judgments are entered, and all appeals are exhausted.** If the Court approves the StarKist and Lion Settlements, there will be continuing litigation based on objections to the Settlements. It's always uncertain how long it may take to resolve any appeal. Please be patient.

No Additional Opportunity to Opt Out or Exclude Yourself from the StarKist and Lion Settlement Class

There is no additional opportunity to exclude yourself or “opt out” from the StarKist and Lion Settlements.

11. What does it mean that I cannot exclude myself from the StarKist and Lion Settlement Class at this time?

Settlement Class Members were provided two opportunities to exclude or “opt out” in both the COSI Settlement Class Notice and then in the Litigation (“Class”) Notice. If you provided a valid and timely opt out or exclusion as part of the COSI Settlement Class and Class Notice, then you will be excluded from the Settlement Class. There is no additional opportunity to opt out or exclude yourself as part of the StarKist and Lion Settlement Class.

Objecting to the StarKist and Lion Settlements

12. How do I tell the Court that I don’t like the StarKist and Lion Settlements?

If you are a StarKist and Lion Settlement Class Member, you can object to the StarKist and Lion Settlements if you don’t like part, or all of it. The Court will consider your views.

To object to the StarKist and Lion Settlements, you must send a written objection that includes:

- Your full name, current address, email address (if available), and telephone number;
- If represented by an attorney with respect to the objection, his or her name, address, email address, bar number, telephone number, and signature;
- A written statement containing the factual and legal grounds for the objection(s);
- A statement, under penalty of perjury, indicating your membership in the StarKist and Lion Settlement Class;
- A statement indicating whether or not you intend to speak at the Final Approval Hearing;
- Your signature or the signature of a legally authorized representative;
- The case name and case number (*In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MSB) – End Payer Plaintiffs); and
- A list of any other objections you or your attorney filed for any class action settlement submitted to any court in the United States in the previous five years.

If you or your attorney want to appear and speak at the Final Approval Hearing, the Objection must also contain: (1) a detailed description of any and all evidence you may offer at the Final Approval Hearing, including photocopies of any and all exhibits which you or your attorney may introduce; and (2) the names and addresses of any witnesses expected to testify at the Final Approval Hearing.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy mailed to the Claims Administrator, Class Counsel, Counsel for StarKist, and Counsel for Lion, postmarked by **November 8, 2024** at the following addresses:

Clerk of the Court	Class Counsel
Office of the Clerk United States District Court for the Southern District of California James M. Carter and Judith N. Keep United States Courthouse 333 West Broadway San Diego, CA 92101	Wolf Haldenstein Adler Freeman & Herz LLP 750 B Street, Suite 1820 San Diego, CA 92101 619-239-4599 Attn: Betsy C Manifold

Claims Administrator	Counsel for StarKist
Tuna End Purchaser Settlement c/o JND Legal Administration P.O. Box 91442 Seattle, WA 98111	LATHAM & WATKIN LLP 505 Montgomery Street, Suite 2000 San Francisco, CA 94111-6538 Attn: Christopher Yates
Counsel for Lion Companies	
SULLIVAN & CROMWELL LLP 1888 Century Park East, Suite 2100 Los Angeles, CA 90067 Attn: Adam S. Paris	

13. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the StarKist and Lion Settlements. You can object only if you did not previously exclude yourself as part of the COSI Settlement Class or the certified Class. If you previously provided a valid and timely request to be excluded, you have no standing to object because the StarKist and Lion Settlements no longer affect you.

The Lawyers Representing You

14. Do I have a lawyer in this case?

The Court has appointed the law firm of Wolf Haldenstein Adler Freeman & Herz LLP as Class Counsel on behalf of the End Payer Plaintiffs and Settlement Class Members. Their contact information is provided above in Question 12. Unless you previously provided a valid and timely request to be excluded, you do not need to hire your own lawyer because Class Counsel is working on your behalf.

15. How will the lawyers be paid?

You will not have to pay any fees or costs out-of-pocket. Any litigation expenses awarded by the Court will be paid from the Total Settlement Fund. Class Counsel will ask the Court to approve the payment of attorneys' fees and to reimburse Class Counsel for reasonable out-of-pocket costs and expenses incurred after May 2021 out of the Total Settlements. Settlement Class Counsel will request an award of attorneys' fees equal to 33% of the Total Settlement, to be paid over the same 18-month payment schedule provided in the StarKist Settlement Agreement for the Settlement Amount. If approved by the Court, 33% of each StarKist payment will be paid to Settlement Class Counsel until any Court-approved fee award is paid. Class Counsel will request reimbursement of reasonable litigation cost in the amount of \$1,618,489.24 incurred since May 2021. The Court has already approved an expense award in the amount of \$4,155,027.67 to reimburse Class Counsel for specific, reasonable, and necessary out-of-pocket costs incurred as of May 2021.

For your review, Class Counsels' motion for approval for fees and costs will be posted at www.TunaEndPurchaserSettlement.com on or before **October 25, 2024**. If you wish to object to Class Counsel's request for a fee award and reimbursement of expenses, you must do so by **November 8, 2024**. See Question 12.

The Court's Fairness Hearing

16. When and where will the Court decide whether to approve the StarKist and Lion Settlements?

The Court will hold a Fairness Hearing at 1:30 p.m. on **November 22, 2024** at the United States District Court for the Southern District of California, James M. Carter and Judith N. Keep United States Courthouse, 333 West Broadway, San Diego, CA 92101. At the Fairness Hearing, the Court will consider whether the proposed StarKist and Lion Settlements should be approved as fair, reasonable, and adequate. The Court will consider the amount of any attorneys' fees award, reimbursement amounts for litigation costs, and the amount of any service awards for the individual EPPs. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the StarKist and Lion Settlements. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. May I speak at the hearing?

Yes. If you did not request exclusion from the StarKist and Lion Settlement Class, you may ask permission for you or your own attorney to speak at the Fairness Hearing, at your own expense. To do so, you must send a letter saying that is your "Notice of Intention to Appear." You must file your request with the Clerk of the Court and serve it on Class Counsel and Counsel for StarKist and Lion no later than **November 8, 2024**. The addresses for the Court, Class Counsel, and Counsel for StarKist and for the Lion Companies are provided in Question 12. You cannot ask to speak at the hearing if you previously excluded yourself from the COSI Settlement Class or the certified Class.

If You Do Nothing

19. What happens if I do nothing at all?

If you do nothing, unless you previously filed a claim in the COSI Settlement, you will not receive money and you will give up your right to sue or continue to sue StarKist and Lion for the claims in this case.

Getting More Information

20. How do I get more information about the case?

This Notice summarizes the case and the proposed StarKist and Lion Settlements. More detailed information is available at www.TunaEndPurchaserSettlement.com. You can also contact the Claims Administrator:

Tuna End Purchaser Settlement
c/o JND Legal Administration
P.O. Box 91442
Seattle, WA 98111
info@TunaEndPurchaserSettlement.com
1-866-615-0977

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.