

## **If you bought Canned or Pouched Tuna between June 1, 2011 and July 1, 2015, you are a member of a pending class action and you may get cash from a class action settlement**

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

*Para una notificación en español, visite [www.TunaEndPurchaserSettlement.com](http://www.TunaEndPurchaserSettlement.com) o llame 1-866-615-0977.*

- On July 30, 2019, 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”).
- On April 6, 2021, a three-judge panel of the Ninth Circuit Court of Appeals vacated the District Court’s order and remanded to the District Court for further consideration. On August 3, 2021, following a vote of non-recused active judges, the Court of Appeals vacated the April 6, 2021 decision, ordering that an eleven-judge panel rehear the case. Oral argument before this larger panel was held on September 22, 2021. The parties await a decision. Case updates will be provided at the Case Website at [www.TunaEndPurchaserSettlement.com](http://www.TunaEndPurchaserSettlement.com) or call toll-free at 1-866-615-0977.
- 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.
- A proposed settlement has been 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” or “Settling Defendants”) and is referred to as the COSI Settlement in this Notice.
- The COSI Settlement is with COSI **only** and does not dismiss the Class claims against StarKist or Lion America. The EPPs’ Class Action will continue against StarKist and Lion America. A trial date has not yet been scheduled for the pending Class Action. Bumble Bee is in bankruptcy.
- If approved by the Court, the COSI Settlement will resolve the EPPs’ claims that from June 1, 2011 to July 1, 2015 COSI 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.
- COSI denies many of the allegations and has asserted defenses to the EPPs’ claims. If approved, the COSI Settlement will avoid litigation risks, costs, and inconvenience to the EPPs and COSI, and will release COSI from the claims in this case.
- COSI has agreed to pay \$15 million for Class Member benefits and litigation expenses incurred to date and up to \$5 million for notice and administration costs. Plaintiffs’ Counsel have agreed that no attorney fees will be paid out of the COSI Settlement. Plaintiffs’ Counsel do reserve the right to seek fees and any unreimbursed expenses out of any future settlement or judgment with the non-settling defendants based in part on the benefit provided to Class Members in the COSI Settlement.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• File a claim for payment in the COSI Settlement online or by mail</li> <li>• Be bound by the COSI Settlement</li> <li>• Give up your right to sue or continue to sue COSI for the claims in this case</li> </ul>	Submitted online or postmarked by the initial claims date of <b>August 22, 2022</b>
<b>ASK TO BE EXCLUDED (“OPT OUT”) FROM THE COSI SETTLEMENT</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the COSI Settlement and receive no payment</li> <li>• Keep your right to sue or continue to sue COSI for the claims in this case</li> </ul>	Postmarked by <b>May 13, 2022</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the COSI Settlement—You will still be bound by the COSI Settlement and you may still file a claim</li> </ul>	Postmarked by <b>May 13, 2022</b>
<b>ATTEND THE HEARING</b>	<ul style="list-style-type: none"> <li>• Ask to speak in Court about the COSI Settlement—If you want your attorney to represent you, you must pay for that attorney</li> <li>• File your Notice of Intent to Appear by <b>May 13, 2022</b></li> </ul>	<b>July 15, 2022 at 1:30 p.m.</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Receive no money</li> <li>• Give up your right to sue or continue to sue COSI for the claims in this case</li> </ul>	

- 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](http://www.TunaEndPurchaserSettlement.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the COSI Settlement. **Payments to COSI Settlement Class Members will be made: (i) if the Court approves the COSI Settlement; and (ii) ONLY AFTER any settlement, trial, judgment, and/or appeals of the remaining claims against the non-settling defendants are resolved.** Please be patient. A trial date has not yet been scheduled for the pending Class Action and the eleven-judge panel of the Ninth Circuit has issued no decision on certification of the class. It is also unknown if any party will seek further appeal of the Ninth Circuit opinion once it is issued.

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## **Basic Information**

### **1. Why is there a notice?**

You have the right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the COSI Settlement.<sup>1</sup> 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 (MDD). 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 (Americas), Inc. (“Lion America”).

As a Settlement Class Member, unless you choose to opt out, you will be bound by the judgment of the Court as to COSI in this antitrust class action. The Court will resolve issues for everyone in the COSI Settlement Class, except for those who exclude themselves.

***This proposed Settlement is with COSI only.*** The End Payer Plaintiffs will continue their Class Action against the StarKist and Lion America Defendants. Bumble Bee is in bankruptcy.

If the Court approves the proposed COSI Settlement, and after objections and appeals are resolved, you will be bound by the judgment and terms of the COSI Settlement. This notice explains the lawsuit, certification of a Settlement Class by the Court, the COSI Settlement, 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.

On April 6, 2021, a three-judge panel of the Ninth Circuit Court of Appeals vacated the District Court’s order and remanded to the District Court for further consideration. On August 3, 2021, following a vote of non-recused active judges, the Court of Appeals vacated the April 6, 2021 decision, ordering that an eleven-judge panel rehear the case. Oral argument before this larger panel was held on September 22, 2021. The parties await a decision. Case updates will be provided at the Case Website at [www.TunaEndPurchaserSettlement.com](http://www.TunaEndPurchaserSettlement.com) or call toll-free at 1- 866-615-0977.

***The End Payer Plaintiffs have reached a proposed Settlement with COSI only.*** Although COSI denies some of the EPPs’ allegations and has asserted a number of defenses to their claims, they have agreed to settle this action to avoid the uncertainties and risks of further litigation.

The End Payer Plaintiffs’ Class Action is proceeding against the StarKist and Lion America Defendants, who have not settled with the Class.

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<sup>1</sup> The COSI Settlement is 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 pending 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 also 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 is there only a COSI Settlement?**

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

## **Who is Affected?**

### **5. Am I part of the COSI Settlement Class?**

The COSI 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 COSI Settlement Class excludes purchases of meal kits. Also excluded from the COSI Settlement Class is the Court.

### **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 Agreement and Supplemental Settlement Agreement, available at [www.TunaEndPurchaserSettlement.com](http://www.TunaEndPurchaserSettlement.com). You may also call the Claims Administrator at 1-866-615-0977.

## **The COSI Settlement Benefits**

### **7. What does the COSI Settlement provide?**

If the COSI Settlement is approved, COSI will pay a maximum of \$20 million to a Settlement Fund. A portion of the Settlement Fund (up to \$5 million) may be used by the Claims Administrator to administer notice and claims. Any monies remaining after the costs of notice and claims administration are complete will revert back to COSI. The remainder of the Settlement Fund (\$15 million) will be available for distribution to qualifying Class Members and to pay litigation expenses incurred to date. Settlement Class Counsel will not request a distribution for the payment of attorney fees but will request a distribution subject to Court approval to cover litigation costs incurred to date in the amount of \$4,155,027.67. Settlement Class Counsel will not seek reimbursement for attorneys’ fees from the COSI Settlement, but Counsel reserves the right to seek an award of attorney fees from any monies recovered from the non-settling Defendants through settlement, trial or judgment based in part on the benefit provided by the COSI Settlement. COSI will also support the End Payer Plaintiffs with their litigation against non-settling Defendants.

## 8. What can I get from the COSI Settlement?

COSI Settlement Class Members who timely submit a valid approved claim are entitled to be treated equally and receive Settlement compensation on a pro rata basis such that the Settlement Fund is exhausted. **The Claims Administrator will distribute no monies until all remaining claims against non-settling Defendants in the Class Action are exhausted.** If no further monies are recovered, it is estimated that COSI Settlement Class Members will receive approximately \$10.50 for every 200 cans purchased (approximate number of cans if you purchased packaged tuna weekly during the Settlement Class Period).

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

## How to Get a Payment

### 9. How can I get a payment?

To be eligible to receive a payment from the COSI Settlement, you must complete a Claim Form so that it is submitted online or postmarked by the initial claims date of **August 22, 2022**. The Claim Form can be obtained online at [www.TunaEndPurchaserSettlement.com](http://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](mailto:info@TunaEndPurchaserSettlement.com)

If you do not submit a valid Claim Form by the initial claims date of **August 22, 2022**, 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 COSI Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the COSI Settlement and **after all remaining claims against the non-settling Defendants are resolved by judgment, settlement, or trial and all appeals are resolved.** If the Court approves the COSI Settlement, there will be continuing litigation and there may be a trial and appeals. It's always uncertain whether these remaining claims and any appeals can be resolved and resolving them can take time. Please be patient.

## **Excluding Yourself from the COSI Settlement Class**

You can exclude yourself or “opt out” from the COSI Settlement.

### **11. What does it mean if I exclude myself from the COSI Settlement Class?**

If you exclude yourself from the COSI Settlement Class, you will no longer be bound by any trial, settlement, or judgment against COSI in this case. You will not be able to receive a payment from the COSI Settlement. You will keep the right to sue or continue to sue COSI on your own for the legal claims in this case.

### **12. If I don't exclude myself from the COSI Settlement Class, can I sue COSI for the same thing later?**

No. Unless you exclude yourself from the COSI Settlement Class, you give up the right to sue COSI for the legal claims in this case. All Court orders relating to legal claims against COSI will apply to you and legally bind you. If you have your own pending lawsuit against COSI, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from the COSI Settlement Class in order to continue your own lawsuit against COSI.

### **13. What am I giving up by staying in the COSI Settlement Class?**

Unless you exclude yourself from the COSI Settlement Class, you remain a COSI Settlement Class Member. By staying in the COSI Settlement Class, all Court orders relating to legal claims against COSI will apply to you and legally bind you. You are not releasing your claims against the non-settling Defendants by staying in the COSI Settlement.

### **14. How do I exclude myself from the COSI Settlement Class?**

To exclude yourself or opt out from the COSI Settlement Class, you must complete and mail to the Claims Administrator a written request for exclusion.

The request to opt out of the COSI Settlement Class must include:

- Your full name, current address, and telephone number;
- A statement saying that you want to be excluded from the **COSI SETTLEMENT CLASS** in the *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MDD); and
- Your signature.

You must mail your exclusion request, postmarked by **May 13, 2022** to:

Tuna End Purchaser Settlement – EXCLUSIONS  
c/o JND Legal Administration  
P.O. Box 91442  
Seattle, WA 98111

If you don't include the required information or timely submit your request for exclusion, you will remain a COSI Settlement Class Member and you will be bound by the orders of the Court as to COSI.

## **Objecting to the COSI Settlement**

### **15. How do I tell the Court that I don't like the COSI Settlement?**

If you are a COSI Settlement Class Member and you have not excluded yourself from the COSI Settlement, you can object to the COSI Settlement if you don't like part, or all of it. The Court will consider your views.

To object to the COSI Settlement, 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 COSI 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 (MDD) – 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, Settlement Class Counsel, and Counsel for COSI, postmarked by **May 13, 2022** at the following addresses:

<b>Clerk of the Court</b>	<b>Class Counsel</b>
Office of the Clerk United States District Court for the Southern District of California Edward J. Schwartz 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
<b>Claims Administrator</b>	<b>Counsel for COSI</b>
Tuna End Purchaser Settlement c/o JND Legal Administration P.O. Box 91442 Seattle, WA 98111	Allen & Overy LLP 1101 New York Avenue, N.W. Washington, D.C. 20005 Attn: John Roberti

#### **16. What is the difference between excluding myself and objecting?**

Objecting is telling the Court that you do not like something about the COSI Settlement. You can object only if you do not exclude yourself from the COSI Settlement. Excluding yourself is telling the Court that you do not want to be part of the COSI Settlement. If you exclude yourself, you have no standing to object because the COSI Settlement no longer affects you.

### **The Lawyers Representing You**

#### **17. 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 Class Members. Their contact information is provided above in Question 15. If you wish to remain a COSI Settlement Class Member, you do not need to hire your own lawyer because Class Counsel is working on your behalf.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the COSI Settlement Class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against any of the Defendants.

#### **18. 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 COSI Settlement Fund. Class Counsel has agreed not to seek an award of attorney fees from the COSI Settlement Fund but will seek reimbursement of litigation costs and expenses incurred up to date in the amount of \$4,155,027.67. Class Counsel has further waived any right to seek attorney fees directly from the COSI Settlement. Class Counsel reserve the right to seek an award of attorney fees, subject to Court approval, from any monies recovered from the non-settling Defendants through settlement, trial, or judgment. Class Counsel further reserves the right to base, in part, any such request on the benefit obtained in the COSI Settlement.

### **The Court's Fairness Hearing**

#### **19. When and where will the Court decide whether to approve the COSI Settlement?**

The Court will hold a Fairness Hearing at 1:30 p.m. on **July 15, 2022** at the United States District Court for the Southern District of California, Edward J. Schwartz Courthouse, 333 West Broadway, San Diego, CA 92101. At the Fairness Hearing, the Court will consider whether the proposed COSI Settlement should be approved as fair, reasonable, and adequate. The Court will consider how much to pay Class Counsel for their litigation costs. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the COSI Settlement. We do not know how long these decisions will take.

#### **20. 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### **21. May I speak at the hearing?**

Yes. If you did not request exclusion from the COSI 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 COSI no later than **May 13, 2022**. The addresses for the Court, Class Counsel, and Counsel for COSI are provided in Question 15. You cannot ask to speak at the hearing if you exclude yourself from the COSI Settlement Class.

## **If You Do Nothing**

### **22. What happens if I do nothing at all?**

If you do nothing, you will not get a payment from the COSI Settlement and you will give up your right to sue or continue to sue COSI for the claims in this case.

## **Getting More Information**

### **23. How do I get more information about the case?**

This notice summarizes the case and the proposed COSI Settlement. More detailed information is available at [www.TunaEndPurchaserSettlement.com](http://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](mailto:info@TunaEndPurchaserSettlement.com)  
1-866-615-0977

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**