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

IN RE: PACKAGED SEAFOOD  
PRODUCTS ANTITRUST  
LITIGATION

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This document relates to:  
  
End Payer Plaintiff Class

Case No. 15-MD-2670 DMS (MSB)  
MDL No. 2670

**SETTLEMENT AGREEMENT  
BETWEEN END PAYER  
PLAINTIFFS AND STARKIST  
CO. AND DONGWON  
INDUSTRIES CO., LTD.**

1 This Settlement Agreement (“Settlement Agreement”), dated August 13, 2024  
2 (“Execution Date”), is made and entered into by and among Defendants StarKist Co.  
3 (StarKist”) and Dongwon Industries Co., Ltd. (“DWI”) and Plaintiffs Louise Adams,  
4 Nay Alidad, Jessica Bartling, Gay Birnbaum, Barbara Blumstein, Melissa Bowman,  
5 Sally Bredberg, Barbara Buening, Michael Buff, Scott Caldwell, Jade Canterbury,  
6 Laura Childs, Casey Christensen, Jody Cooper, Kim Craig, Sundé Daniels, Elizabeth  
7 Davis-Berg, Brian Depperschmidt, Vivek Dravid, Gloria Emery, Robert Etten, Ana  
8 Gabriela Felix Garcia, John Frick, Kathleen Garner, Stephanie Gipson, Kathy  
9 Durand (formerly Gore), Andrew Gorman, Tina Grant, Edgardo Gutierrez, Lisa Hall,  
10 Mary Hudson, Tya Hughes, Amy Jackson, Marissa Jacobus, Danielle Johnson, Zenda  
11 Johnston, Amy Joseph, Michael Juetten, Steven Kratky, Kathy Lingnofski, Carla  
12 Lown, Katherine McMahon, Diana Mey, Liza Milliner, Laura Montoya, the Estate  
13 of Rick Musgrave, Jennifer A. Nelson, Corey Norris, Barbara Olson, Kirsten Peck,  
14 John Pels, Elizabeth Perron, Valerie Peters, John Peychal, Audra Rickman, Erica  
15 Rodriguez, Joelyna A. San Agustin, Amber Sartori, Rebecca Lee Simoens, Robert  
16 Skaff, Greg Stearns, Nancy Stiller, Christopher Todd, John Trent, Elizabeth  
17 Twitchell, Bonnie Vander Laan, Nigel Warren, Julie Wiese, Thomas E. Willoughby  
18 III, and Daniel Zwirlein (collectively, “Named Plaintiffs”), both individually and on  
19 behalf of a certified litigation class of end payer plaintiffs (together with Named  
20 Plaintiffs, “End Payer Plaintiffs” or “EPPs”). This Settlement Agreement is intended  
21 by the Parties to fully, finally, and forever resolve, discharge and settle the Released  
22 Claims, upon and subject to the terms and conditions hereof.

23 WHEREAS, in the instant class action *In Re: Packaged Seafood Products*  
24 *Antitrust Litigation*, No. 15-MD-2670 DMS (MSB), MDL No. 2670 (S.D. Cal.),  
25 currently pending before the Honorable Dana M. Sabraw in the United States District  
26 Court for the Southern District of California, EPPs have alleged that StarKist and  
27 DWI participated in an unlawful conspiracy to restrain trade;

1           WHEREAS, StarKist and DWI deny EPPs’ allegations and have asserted a  
2 number of defenses to EPPs’ claims;

3           WHEREAS, Settlement Class Counsel have concluded after carefully  
4 considering EPPs’ claims, and the possible legal and factual defenses thereto, that it  
5 is in EPPs’ best interests to enter into this Settlement Agreement with StarKist and  
6 DWI to avoid the uncertainties and risks of further litigation and trial, and that the  
7 settlement set forth herein is fair, reasonable, adequate and in the best interests of the  
8 Settlement Class as defined below in Paragraph 1.25;

9           WHEREAS, StarKist and DWI, having maintained that there is no legal or  
10 factual basis for their liability in this matter and that they have valid defenses to the  
11 claims alleged, have nevertheless agreed to enter into this Settlement Agreement to  
12 avoid the expense, inconvenience, and uncertainty of trial and further protracted  
13 litigation;

14           WHEREAS, EPPs and StarKist and DWI agree that neither this Settlement  
15 Agreement nor any statement made in the negotiation thereof shall be deemed or  
16 construed to be an admission by or evidence against StarKist and DWI or evidence  
17 of the truth of any of EPPs’ allegations;

18           WHEREAS, EPPs and StarKist and DWI have engaged in multiple arm’s-  
19 length settlement negotiations, assisted both by a private mediator and Magistrate  
20 Judge Michael S. Berg, and have reached this Settlement Agreement, subject to the  
21 approval of the Court; and

22           NOW, THEREFORE, in consideration of the promises, covenants,  
23 agreements, and releases set forth herein and for other good and valuable  
24 consideration, and incorporating the above recitals herein, subject to the approval of  
25 the Court, it is agreed by the undersigned counsel, on behalf of StarKist and DWI,  
26 Named Plaintiffs, and the Settlement Class, that the claims that have been or could  
27 have been asserted by EPPs in the Action be settled, compromised, and dismissed on

1 the merits and with prejudice as to StarKist and DWI, and, except as hereinafter  
2 provided, without costs as to the EPPs, StarKist and/or DWI, subject to the approval  
3 of the Court, on the following terms and conditions:

4 **1. Definitions**

5 1.1. “Action” means the class action captioned *In Re: Packaged Seafood*  
6 *Products Antitrust Litigation*, No. 15-MD-2670 DMS (MSB), MDL No. 2670 (S.D.  
7 Cal.), currently pending before the Honorable Dana M. Sabraw in the United States  
8 District Court for the Southern District of California, all actions relating to the claims  
9 alleged in the “Sixth Amended Consolidated Class Action Complaint of the Indirect  
10 Purchaser End Payer Plaintiffs” and all actions that have been or are subsequently  
11 filed in or transferred for consolidation and/or coordinated pretrial proceedings to the  
12 Southern District of California by the Judicial Panel on Multidistrict Litigation as  
13 part of MDL No. 2670.

14 1.2. “Claims” shall mean any and all actions, suits, claims, rights,  
15 demands, assertions, allegations, causes of action, controversies, proceedings, losses,  
16 damages, injuries, attorneys’ fees, costs, expenses, debts, liabilities, judgments, or  
17 remedies, whether equitable or legal.

18 1.3. “Claims Administrator” shall mean JND Legal Administration  
19 (“JND”), or any other third-party class action settlement claims administrator  
20 mutually agreed upon by the Parties and approved by the Court for the purposes of  
21 administering this settlement.

22 1.4. “Complaint” means the “Sixth Amended Consolidated Class Action  
23 Complaint of the Indirect Purchaser End Payer Plaintiffs” [ECF No. 1461].

24 1.5. “Court” means the United States District Court for the Southern  
25 District of California.

26 1.6. “Defendant” means any defendant named in EPPs’ Complaint (*i.e.*,  
27 StarKist and DWI, as defined above, Bumble Bee Foods LLC, Lion Capital

1 (Americas), Inc., and Lion Capital LLP, and Tri-Union Seafoods LLC d/b/a Chicken  
2 of the Sea and Thai Union Group Public Company Limited).

3 1.7. “Document” is defined to be synonymous in meaning and equal in  
4 scope to the usage of this term in Federal Rule of Civil Procedure (“Federal Rule”)  
5 34(a). A draft or non-identical copy is a separate document within the meaning of  
6 this term.

7 1.8. The “End Payer Plaintiff Class” is the same as the class certified by  
8 the Court (see ECF No. 1931), *i.e.*:

9 All persons and entities who resided in one of the States described in  
10 paragraphs 113(b) to 113(gg) of the Fourth Consolidated Amended  
11 Complaint, specifically Arizona, Arkansas, California, the District of  
12 Columbia, Florida, Guam, Hawaii, Iowa, Kansas, Maine, Massachusetts,  
13 Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New  
14 Hampshire, New Mexico, New York, North Carolina, North Dakota,  
15 Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah,  
16 Vermont, Virginia, West Virginia, and Wisconsin, who indirectly  
17 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 June 1, 2011 through July 1, 2015 (the “Class Period”).

18 Excluded from the Class are all governmental entities, Defendants StarKist and  
19 DWI, any parent, subsidiary or affiliate thereof, their officers, directors,  
20 employees, and immediate families, as well as any federal judges or their staffs.  
21 (ECF 1931).

22 1.9. “End Payer Plaintiffs” or “EPPs” refers collectively to the Named  
23 Plaintiffs and the unnamed members of the certified End Payer Plaintiff Class defined  
24 at Paragraph 1.8 above.

25 1.10. “Effective Date” means the earliest date on which all of the events  
26 and conditions specified in Paragraph 7 herein have occurred or have been met.  
27

1           1.11. “Escrow Account” means a federally-insured account or accounts  
2 to be established by Flagstar Bank for the purpose of holding the Settlement Fund.

3           1.12. “Escrow Agent” means the bank or trust company that agrees to  
4 establish and maintain the Escrow Account pursuant to the Escrow Agreement.

5           1.13. “Escrow Agreement” means an escrow agreement in a form  
6 mutually satisfactory to EPPs and StarKist.

7           1.14. “Final Approval” means an order finally approving the EPP class  
8 settlement and dismissing the Action with prejudice as to StarKist and DWI without  
9 costs (other than those provided for in this Settlement Agreement), to be rendered by  
10 the Court in the Action.

11           1.15. “Judgment” means a final order of judgment by the Court  
12 dismissing the Action as to any Released Party and approving the Settlement  
13 Agreement under Federal Rule 23(e), as described in Paragraph 6.1 herein.

14           1.16. “Named Plaintiffs” means the individual named plaintiffs  
15 identified in the Complaint and listed above.

16           1.17 “Packaged Tuna” means shelf-stable tuna sold for human  
17 consumption and packaged in either cans or pouches, and excludes tuna meal kits.

18           1.18. “Parties” means the Named Plaintiffs, Settlement Class Members,  
19 and StarKist and DWI.

20           1.19. “Person” means an individual or an entity.

21           1.20. “Preliminary Approval” means an order preliminarily approving  
22 the EPP class settlement to be rendered by the Court.

23           1.21. “Released Claims” means any and all Claims, whether class,  
24 individual, or otherwise, that the Releasing Parties or any of them ever had, now has,  
25 or hereafter can, shall, or may have, directly, representatively, derivatively, or in any  
26 other capacity, against the Released Parties or any of them, whether such Claims are  
27 based on federal, state, local, statutory, or common law, or any other law, code, rule,

1 or regulation of any country or other jurisdiction worldwide, whether such Claims  
2 are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen  
3 or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal  
4 theory, and regardless of the type or amount of relief or damages claimed, or Claims  
5 that have been, could have been, or in the future might have been, claimed in law or  
6 in equity, on account of, arising out of, resulting from, or in any way related to any  
7 conduct regardless of legal theory, and regardless of the type or amount of relief or  
8 damages claimed, or Claims that have been, could have been, or in the future might  
9 have been, claimed in law or in equity, on account of, arising out of, resulting from,  
10 or in any way related to EPPs' purchases of Packaged Tuna, including any conduct  
11 concerning the pricing, selling, discounting, marketing, manufacturing, distribution,  
12 or promotion, of Packaged Tuna, during the period from June 1, 2011 to July 31,  
13 2015. The Released Claims also include all claims that could have been brought  
14 based in whole or in part on the facts, occurrences, transactions, or other matters that  
15 were alleged in the Complaint.

16 1.22. "Released Parties" means, jointly and severally, individually and  
17 collectively: StarKist and DWI, their present and former parents, subsidiaries,  
18 divisions, affiliates, and departments, their respective past and present officers,  
19 directors, members, employees, agents, attorneys, servants, insurers, and  
20 representatives of each of the aforesaid entities, and the predecessors, successors,  
21 heirs, executors, administrators, and assigns of each of the foregoing. As used in this  
22 definition, "affiliates" means entities controlling, controlled by, or under common  
23 control with any of the Released Parties.

24 1.23. "Releasing Parties" means, jointly and severally, and individually  
25 and collectively: Named Plaintiffs and all Settlement Class Members, their  
26 predecessors, successors, present and former parents, subsidiaries, divisions,  
27 affiliates, and departments, each of their respective past and present officers,



1 directors, employees, agents, attorneys, servants, and representatives, and the  
2 predecessors, successors, heirs, executors, administrators, and assigns of each of the  
3 foregoing.

4 1.24. "Settlement Amount" means One Hundred and Thirty Million  
5 Dollars (\$130,000,000.00) in United States currency, which StarKist will deposit in  
6 United States currency into the Escrow Account on the following schedule;

- 7 - Within 30 days after preliminary approval: \$32,000,000.00;
- 8 - Prior to the final approval hearing: \$18,000,000.00;
- 9 - Within 180 days after Preliminary Approval: \$15,000,000.00;
- 10 - Within 240 days after Preliminary Approval: \$12,000,000.00;
- 11 - Within 300 days after Preliminary Approval: \$11,000,000.00;
- 12 - Within 360 days after Preliminary Approval: \$11,000,000.00;
- 13 - Within 420 days after Preliminary Approval: \$11,000,000.00;
- 14 - Within 480 days after Preliminary Approval: \$10,000,000.00;
- 15 - Within 500 days after Preliminary Approval: \$10,000,000.00.

16 1.25. "Settlement Class" means the End Payer Plaintiffs, including the  
17 Named Plaintiffs and all unnamed members of the certified End Payer Plaintiff Class  
18 that did not timely request exclusion from the End Payer Plaintiff Class. For  
19 avoidance of doubt, the Settlement Class does not include the Persons that timely  
20 opted out of the End Payer Plaintiff Class. *See* ECF No. 3115 at Ex. F; *see also* ECF  
21 No. 3120.

22 1.26. "Settlement Class Counsel" means Wolf Haldenstein Adler  
23 Freeman & Herz LLP, the undersigned counsel for the Named Plaintiffs and the End  
24 Payer Plaintiff Class.

25 1.27. "Settlement Class Member" means each member of the Settlement  
26 Class as defined in Paragraph 1.25 and referred to in Paragraph 3 herein, including  
27 the Named Plaintiffs.



1           1.28. “Settlement Fund” shall mean those monies representing the  
2 consideration to be paid by StarKist to Named Plaintiffs and the Settlement Class  
3 Members, including the Settlement Amount and any income earned on that amount  
4 while such monies are held in the Escrow Account.

5           **2. Cooperation and Effectuation of this Settlement Agreement**

6           Counsel for Named Plaintiffs and StarKist and DWI shall use all reasonable  
7 efforts to effectuate this Settlement Agreement, including cooperating in efforts to  
8 obtain the Court’s approval of procedures (including the giving of class notice under  
9 Federal Rules 23(c) and 23(e)) and to secure certification of the Settlement Class for  
10 settlement purposes and the complete and final dismissal with prejudice of the Action  
11 as to StarKist and DWI. Prior to the filing of any motions or other papers in  
12 connection with the settlement, including, without limitation, the motion for  
13 Preliminary Approval of the settlement (as contemplated in Paragraph 4.1 of this  
14 Settlement Agreement) and for Final Approval of the settlement (as contemplated in  
15 Paragraph 6.1 of this Settlement Agreement), Settlement Class Counsel will send  
16 those papers to counsel for StarKist and DWI at least fourteen (14) days prior to their  
17 filing, with the exception of the motion for Preliminary Approval of the settlement  
18 and related papers which shall be sent to the counsel for StarKist and DWI a  
19 reasonable amount of time prior to filing, and will use reasonable best efforts to  
20 incorporate StarKist and DWI’s comments into any draft. The text of any proposed  
21 form of order approving this Settlement Agreement shall be agreed upon by  
22 Settlement Class Counsel and Counsel for StarKist and DWI before it is submitted  
23 to the Court.

24           **3. Settlement Class Certification**

25           On July 30, 2019, the Court granted EPPs’ motion to certify a class pursuant  
26 to Federal Rule 23(b)(3). The Settlement Class, as defined above in Paragraph 1.25,  
27 is identical to the Court’s order certifying the litigation class in the Action at ECF

1 No. 1931, except that the Settlement Class also includes the Named Plaintiffs from  
2 Illinois and excludes parties later excluded from the litigation class by the Court’s  
3 Order in this Action at ECF No. 3120. The Parties hereby stipulate for purposes of  
4 this settlement only that the requirements of Rule 23(a) and 23(b)(3) of the Federal  
5 Rules are satisfied, and, subject to Court approval, the Settlement Class shall be  
6 certified for settlement purposes.

7 **4. Motion for Preliminary Approval**

8 4.1. At an appropriate time after the Execution Date of this Settlement  
9 Agreement, and after consultation as to timing with counsel for StarKist and DWI,  
10 Settlement Class Counsel shall file with the Court a motion requesting entry of  
11 Preliminary Approval, *inter alia*:

12 (a) finding the proposed settlement in the Settlement  
13 Agreement has been negotiated at arm’s length, and  
14 preliminarily approving the proposed settlement as fair,  
15 reasonable, and adequate, and in the best interests of the  
16 Settlement Class; scheduling a hearing to consider  
17 (i) whether the proposed settlement should be approved as  
18 fair, reasonable, and adequate to Settlement Class Members,  
19 and whether the Judgment should be entered dismissing the  
20 Claims of EPPs and all Settlement Class Members against  
21 StarKist and DWI on the merits and with prejudice; and  
22 (ii) whether to approve any application by Settlement Class  
23 Counsel for an award of attorneys’ fees and payment of  
24 costs and expenses (“Fairness Hearing”);

25 (b) certifying the Settlement Class for settlement purposes,  
26 designating class representatives and Settlement Class  
27 Counsel as defined herein, and finding that each element for

1 certification of the Settlement Class pursuant to Federal  
2 Rule 23 is met;

3 (c) enjoining initiation, commencement, or prosecution of any  
4 action or proceeding asserting any Released Claims  
5 described in Paragraph 8 by any Releasing Party.

6 4.2. EPPs shall seek, and StarKist and DWI shall not oppose,  
7 certification of the Settlement Class and appointment of Settlement Class Counsel as  
8 lead counsel for purposes of this settlement.

9 **5. Notice to Settlement Class Members**

10 5.1. After Preliminary Approval of this Settlement Agreement and  
11 submission to the Court and approval of a program to provide notice to the Settlement  
12 Class in accordance with the requirements of the Federal Rules of Civil Procedure  
13 and due process, Settlement Class Counsel shall provide the Settlement Class  
14 Members with notice of the settlement and the date of the Fairness Hearing in a  
15 manner to be approved by the Court.

16 5.2. Upon approval by the Court of a program to provide notice to the  
17 Settlement Class, Settlement Class Counsel shall cause a summary notice of the  
18 settlement to be published in such manner and scope as is reasonable and consistent  
19 with the requirements of Federal Rule 23.

20 5.3. The costs and expenses associated with providing notice of the  
21 settlement to members of the Settlement Class pursuant to the Court-approved  
22 notification plan shall be paid from the Settlement Fund. StarKist and DWI agree to  
23 permit use of the Settlement Fund towards the out-of-pocket costs and expenses of  
24 administering the settlement, comprising out-of-pocket costs and expenses associated  
25 with providing notice of the settlement to the Settlement Class (“Notice Costs”). Up  
26 to a maximum of one million US dollars (USD \$1,000,000.00) of those Notice Costs  
27 are not recoverable by StarKist or DWI if this Settlement Agreement does not

1 become final or is terminated to the extent such Notice Costs have actually been  
2 expended or incurred. Other than as set forth in this Paragraph, StarKist and DWI  
3 shall have no obligation to pay for the costs and expenses of providing notice of the  
4 settlement to members of the Settlement Class. StarKist and DWI agree that  
5 Settlement Class Counsel may withdraw funds as necessary from the Settlement  
6 Fund after Preliminary Approval for the purpose of providing notice to the Settlement  
7 Class of the settlement as described herein.

8 **6. Fairness Hearing**

9 6.1. At the Fairness Hearing, EPPs shall seek entry of Judgments:

- 10 (a) approving the Settlement Agreement and its terms as being  
11 fair, reasonable, and adequate as to the Settlement Class,  
12 within the meaning of Federal Rule 23, and directing its  
13 consummation according to its terms;
- 14 (b) determining that the notices to Settlement Class Members  
15 constituted, under the circumstances, the best practicable  
16 notice of this Settlement Agreement and the Fairness  
17 Hearing, and constituted due and sufficient notice for all  
18 other purposes to all Persons entitled to receive notice;
- 19 (c) dismissing the Claims against StarKist and DWI with  
20 prejudice, without costs;
- 21 (d) permanently barring and enjoining the institution,  
22 commencement, or prosecution, by any of the Releasing  
23 Parties, of any action asserting any Released Claim against  
24 any Released Party, in any local, state, federal, or other court  
25 of any nation, or in any agency or other authority or arbitral  
26 or other forum wherever located;
- 27

- 1 (e) providing that any Settlement Class Member who fails to
- 2 object in the manner prescribed in the Settlement
- 3 Agreement shall be deemed to have waived any objections
- 4 to the settlement and the Settlement Agreement and will
- 5 forever be barred from making any such objections to the
- 6 settlement or the Settlement Agreement;
- 7 (f) retaining exclusive jurisdiction over the settlement and this
- 8 Settlement Agreement, including the administration and
- 9 consummation of the settlement; and
- 10 (g) determining under Federal Rule 54(b) that there is no just
- 11 reason for delay and directing that the Judgment of
- 12 dismissal as to StarKist and DWI shall be final and entered
- 13 forthwith.

14 6.2. Any Settlement Class Member who objects to the settlement may  
15 appear, at that Person’s own expense, at the Fairness Hearing in person or through  
16 counsel, to present any evidence or argument with respect to the settlement, to the  
17 extent permitted by the Court. However, no such Person shall be heard, and no papers,  
18 briefs, pleadings, or other documents shall be received and considered by the Court  
19 unless such Person properly submits a written objection that includes: (a) notice of  
20 intention to appear, (b) proof of membership in the Settlement Class, and (c) the  
21 specific grounds for the objection and any reasons why such Person desires to appear  
22 and be heard, as well as all documents or writings that such Person desires the Court  
23 to consider. Such a written objection must be both filed with the Court no later than  
24 thirty-five (35) days prior to the date set for the Fairness Hearing, and mailed to both  
25 Settlement Class Counsel and StarKist counsel at the addresses set forth below and  
26 provided in the notices to the Settlement Class, postmarked (or mailed by overnight  
27 delivery) no later than thirty-five (35) days prior to the date of the Fairness Hearing:

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For Settlement Class Counsel  
Betsy C. Manifold  
Wolf Haldenstein Adler Freeman & Herz LLP  
Symphony Towers  
750 B Street, Suite 1820  
San Diego, CA 92101

For StarKist Counsel  
Ashley Bauer  
Latham & Watkins LLP  
505 Montgomery Street, Suite 2000  
San Francisco, CA 94111

Any Person who fails to object in the manner prescribed herein shall be deemed to have waived any objections to the Settlement Agreement and will forever be barred from making any such objections to this Settlement Agreement in the Action or in any other action or proceeding, unless otherwise permitted for good cause shown as determined by the Court.

**7. Effective Date of Agreement**

The Effective Date of this Settlement Agreement is the earliest date on which all of the following events and conditions have occurred or have been met: (a) the Court has entered a Judgment, following notice to the Settlement Class and the Fairness Hearing, approving this Settlement Agreement under Federal Rule 23(e) and dismissing the Action as against any Released Party who is named as a Defendant in the Action, with prejudice as to all Settlement Class Members and without costs except as specified herein; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Settlement Agreement and entry of the Judgment has expired or, if appealed, approval of this Settlement Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or

1 review. Neither the provisions of Federal Rule 60 nor the All Writs Act, 28 U.S.C.  
2 § 1651, shall be taken into account in determining the above-stated times.

3 **8. Release and Covenant Not to Sue**

4 8.1. Upon the occurrence of the Effective Date, and only after the  
5 completion of all installment payments pursuant to the Settlement Amount due by  
6 StarKist and DWI as set forth in Paragraphs 1.24 and 10.1 herein, and in  
7 consideration of the payment of the Settlement Amount set forth in Paragraph 1.24  
8 herein (the sufficiency of which is hereby again acknowledged), each of the  
9 Releasing Parties shall be deemed to have, and by operation of the Judgment shall  
10 have, fully, finally, and forever released, relinquished, and discharged all Released  
11 Claims against the Released Parties, shall have covenanted not to sue or otherwise  
12 seek to establish liability against any of the Released Parties based, in whole or in  
13 part, upon any of the Released Claims, and shall be permanently barred and enjoined  
14 from instituting, commencing, prosecuting, or asserting any such Released Claim  
15 against any of the Released Parties.

16 8.2. *Waiver of California Civil Code § 1542 and Similar Laws.* With  
17 respect to any and all Released Claims, the Parties stipulate and agree that, upon the  
18 Effective Date and the completion of all installment payments pursuant to the  
19 Settlement Agreement as set forth Paragraphs 1.24 and 10.1 herein, EPPs shall  
20 expressly waive and, upon the Effective Date and the completion of all installment  
21 payments pursuant to the Settlement Agreement as set forth Paragraphs 1.24 and 10.1  
22 herein, each of the Releasing Parties shall be deemed to have waived, and by  
23 operation of the Judgment shall have waived: (i) the provisions, rights, and benefits  
24 of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-  
25 7-11 (to the extent either or both of them apply to the Action), each of which provides  
26 that:



1           **A GENERAL RELEASE DOES NOT EXTEND TO**  
2           **CLAIMS THAT THE CREDITOR OR RELEASING**  
3           **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**  
4           **HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
5           **THE RELEASE AND THAT, IF KNOWN BY HIM OR**  
6           **HER, WOULD HAVE MATERIALLY AFFECTED HIS**  
7           **OR HER SETTLEMENT WITH THE DEBTOR OR**  
8           **RELEASED PARTY.**

9           (ii) any equivalent, similar, or comparable present or future law or principle of law  
10          in any jurisdiction (U.S. or foreign); and/or (iii) any law or principle of law in any  
11          jurisdiction (whether U.S. or foreign) that would similarly limit or restrict the effect  
12          or scope of the provisions of the release set forth above. Releasing Parties expressly  
13          acknowledge that they may hereafter discover facts in addition to or different from  
14          those facts that any of them or their counsel now knows or believes to be true with  
15          respect to the subject matter of the Settlement Agreement, but upon the completion  
16          of the installment payments pursuant to the Settlement Agreement as set forth in  
17          Paragraphs 1.24 and 10.1 herein, and retroactive to the Effective Date, each Plaintiff  
18          shall expressly have, and, upon the Effective Date, each Releasing Party shall be  
19          deemed to have, and by operation of the Judgment shall have, fully, finally, and  
20          forever settled and released any and all Released Claims, known or unknown,  
21          suspected or unsuspected, contingent or non-contingent, whether or not concealed or  
22          hidden, that now exist or heretofore have existed, upon any theory of law or equity  
23          now existing or coming into existence in the future, including, but not limited to,  
24          conduct that is negligent, reckless, intentional, with or without malice, or a breach of  
25          any duty, law, or rule, without regard to the subsequent discovery of existence of  
26          such different or additional facts. EPPs acknowledge, and the Releasing Parties shall  
27          be deemed to have acknowledged, and by operation of the Judgment shall have  
28          acknowledged, that the foregoing waiver was separately bargained for and a key  
29          element of the settlement of which this release is a part.

1           **9.     Reservation of Settlement Class Members’ Rights**

2           All rights of any Settlement Class Member against any alleged co-conspirator  
3 or any other Person other than the Released Parties are specifically reserved by  
4 Named Plaintiffs and the Settlement Class Members.

5           **10.   Settlement Consideration**

6           10.1   The total monetary amount payable by StarKist (comprising class  
7 damages, costs of class notice and administration, and attorneys’ fees and costs) in  
8 settlement of all claims relating to the Action and all Released Claims, is the  
9 Settlement Amount described above in Paragraph 1.24. The deposited sums shall be  
10 held in the Escrow Account until there is an order from the Court concerning  
11 distribution or use of the Settlement Amount. The Escrow Account Agent shall be  
12 subject to escrow instructions mutually acceptable to Settlement Class Counsel and  
13 StarKist and Dongwon, and such escrow is to be administered under the Court’s  
14 continuing supervision and control. The timing provisions herein are a material part  
15 of this Settlement Agreement.

16           10.2   The Escrow Agent shall cause the funds deposited in the Escrow  
17 Account to be invested in instruments backed by the full faith and credit of the United  
18 States Government or fully insured by the United States Government or an agency  
19 thereof, or money market funds invested substantially in such instruments, and shall  
20 reinvest any income from these instruments and the proceeds of these instruments as  
21 they mature in similar instruments at their then-current market rates.

22           10.3   All funds held in the Escrow Account shall be deemed and  
23 considered to be in *custodia legis* of the Court and shall remain subject to the  
24 jurisdiction of the Court, until such time as such funds shall be distributed pursuant  
25 to this Settlement Agreement and/or further order(s) of the Court.

26           10.4   EPPs and StarKist and DWI intend for the Settlement Fund to be  
27 treated as being at all times a “qualified settlement fund” within the meaning of Treas.

1 Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as  
2 necessary or advisable to carry out the provisions of Paragraph 10.6, including the  
3 “relation-back election” (as defined in Treas. Reg. § 1.468B-1) so as to enable the  
4 Settlement Fund to be treated as a “qualified settlement fund” from the earliest date  
5 possible. Such elections shall be made in compliance with the procedures and  
6 requirements contained in such regulations. It shall be the responsibility of the  
7 Escrow Agent to timely and properly prepare and deliver the necessary  
8 documentation for signature by all necessary parties, and thereafter to cause the  
9 appropriate filing to occur.

10 10.5 For the purpose of § 468B of the Internal Revenue Code of 1986,  
11 as amended, and the regulations promulgated thereunder, the “administrator” shall  
12 be the Claims Administrator. The Claims Administrator shall timely and properly file  
13 all information and other tax returns necessary or advisable with respect to the  
14 Settlement Fund (including without limitation the returns described in Treas. Reg. §  
15 1.468B-2(k)(l)). Such returns (as well as the elections described in Paragraph 10.4)  
16 shall be consistent with Paragraph 10.7.

17 10.6 All (i) taxes (including any estimated taxes, interest, or penalties)  
18 arising with respect to the income earned by the Settlement Fund, including any taxes  
19 or tax detriments that may be imposed upon StarKist and DWI or any other Released  
20 Party with respect to any income earned by the Settlement Fund for any period during  
21 which the Settlement Fund does not qualify as a “qualified settlement fund” for  
22 federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred  
23 in connection with the operation and implementation of Paragraphs 10.4 through 10.8  
24 (including, without limitation, expenses of tax attorneys and/or accountants and  
25 mailing and distribution costs and expenses relating to filing (or failing to file) the  
26 returns described in Paragraph 10.5 (“Tax Expenses”)), shall be paid out of the  
27 Settlement Fund.

1           10.7 Neither StarKist and DWI nor any other Released Party nor their  
2 respective counsel shall have any liability or responsibility, including filing  
3 responsibility, for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses  
4 shall be treated as, and considered to be, a cost of administration of the Settlement  
5 Fund and shall be timely paid by the Claims Administrator out of the Escrow Account  
6 from the Settlement Fund. The Claims Administrator shall be obligated  
7 (notwithstanding anything herein to the contrary) to withhold from distribution to  
8 any claimants authorized by the Court any funds necessary to pay such amounts  
9 including the establishment of adequate reserves for any Taxes and Tax Expenses (as  
10 well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-  
11 2(1)(2)). Neither StarKist and DWI nor any other Released Party are responsible, nor  
12 shall they have any liability, therefor. EPPs and StarKist and DWI agree to cooperate  
13 with the Escrow Agent, each other, and their tax attorneys and accountants to the  
14 extent reasonably necessary to carry out the provisions of Paragraphs 10.2 through  
15 10.10. StarKist and DWI make no representation to EPPs regarding the appropriate  
16 tax treatment of the Settlement Fund, income earned on the Settlement Fund, or any  
17 distribution taken from the Settlement Fund.

18           10.8 If this Settlement Agreement does not receive Final Approval by  
19 the Court, or if the Action is not certified as a class action for settlement purposes, or  
20 if this Settlement Agreement is terminated or voided for any reason, then all amounts  
21 paid by StarKist and DWI into the Settlement Fund (other than costs that may already  
22 have reasonably been incurred or expended in accordance with Paragraphs 5.3 and  
23 10.6) shall be returned to StarKist and DWI from the Escrow Account by the Escrow  
24 Agent along with any interest accrued thereon, within ten (10) business days after  
25 such order becomes final and non-appealable.

26           10.9 StarKist and DWI shall not be liable for any costs, fees, or  
27 expenses of any of EPPs' respective attorneys, experts, advisors, agents, or  
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1 representatives, except all such costs, fees, and expenses as provided for in  
2 Paragraphs 5.3 and 10.6 or otherwise approved by the Court may be paid out of the  
3 Settlement Fund.

4 10.10 If, after all costs (including notice costs), attorneys' fees, and any  
5 other expenses have been paid from the Settlement Fund, there are any remaining  
6 funds, they shall be distributed to the Settlement Class, or in Settlement Class  
7 Counsel's reasonable judgment, be made the subject of an application to the Court  
8 by EPPs for *cypres* distribution in accordance with governing standards in the Ninth  
9 Circuit.

## 10 **11. Administration of the Settlement Fund**

11 11.1. The costs and expenses of administration of the settlement  
12 pursuant to the terms of this Settlement Agreement shall be paid out of the Settlement  
13 Fund. The Claims Administrator(s) shall, on a monthly basis, submit invoices, with  
14 appropriate supporting documentation, to Settlement Class Counsel for payment  
15 from the Escrow Account. To the extent practicable, the administration of this  
16 settlement shall be coordinated with the administration of other aspects of this  
17 Action, including, but not limited to, any other settlement(s) entered into between  
18 EPPs and any other settling Defendant(s) and/or the administration of any recovery  
19 obtained on behalf of the class by summary judgment or trial.

20 11.2. StarKist and DWI shall not have any responsibility, financial  
21 obligation, or liability whatsoever with respect to the investment, distribution, or  
22 administration of the Settlement Fund, including, but not limited to, the costs and  
23 expenses of such investment, distribution, and administration, except as expressly  
24 otherwise provided in the Settlement Agreement.

## 25 **12. Withdrawal From or Modification of the Settlement**

26 12.1. If the Court declines to approve this Settlement Agreement or any  
27 material part hereof, or if such approval is materially modified or set aside on appeal,  
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1 or if the Court does not enter the Judgment, or if the Court enters the Judgment and  
2 appellate review is sought and, on such review, such Judgment is not affirmed or is  
3 materially modified, then StarKist and DWI and EPPs shall each, in their respective  
4 sole discretion, have the option to rescind this Settlement Agreement in its entirety.

5 12.2. If StarKist and DWI choose to exercise the option to rescind  
6 pursuant to Paragraph 12.1, any and all amounts then constituting the Settlement  
7 Fund (including all income earned thereon and excluding any reasonable expenses  
8 that have been paid or incurred associated with providing notice to the Settlement  
9 Class, administering the Settlement Fund, incurred or paid under Paragraph 10.8 of  
10 this Settlement Agreement, and/or any Taxes already paid on such income), together  
11 with any amounts, including attorneys' fees, paid to Settlement Class Counsel  
12 pursuant to Paragraph 14 below (including all income earned thereon), shall be  
13 returned forthwith to StarKist. A modification or reversal on appeal of any amount  
14 of Settlement Class Counsel's fees and/or expenses awarded by the Court or any plan  
15 of allocation or distribution of the Settlement Fund shall not be deemed a  
16 modification of all or a part of the terms of this Settlement Agreement or the  
17 Judgment.

18 12.3. StarKist, DWI and EPPs expressly reserve all of their rights if this  
19 Settlement Agreement does not become effective or if it is rescinded pursuant to  
20 Paragraph 12.1 of this Settlement Agreement. In addition, if for any reason (including  
21 a party's exercise of a valid right to rescind this Settlement Agreement), the  
22 Settlement Agreement does not receive Final Approval by the Court, then the  
23 certification of the Settlement Class shall become null and void without further Court  
24 action, and shall not be used or referred to for any further purpose in the Action or in  
25 any other action or proceeding, and shall not prejudice any party in arguing for or  
26 against contested class certification in this Action or in any other proceeding. Further,  
27 this Agreement, whether or not it is finally approved and whether or not StarKist and

1 DWI or EPPs elect to rescind it under Paragraph 12.1 of the Settlement Agreement,  
2 and any and all negotiations, Documents, and discussions associated with it, shall not  
3 be deemed or construed to be an admission or evidence of any violation of any statute  
4 or law, or of any liability or wrongdoing by StarKist and DWI or any Defendant, or  
5 of the truth of any of the claims or allegations contained in the Complaint or any  
6 other pleading filed by EPPs in the Action, or waiver or invalidity of any defense,  
7 and evidence thereof shall neither be discoverable nor used directly or indirectly  
8 except in a proceeding to enforce or interpret the Settlement Agreement.

9 **13. No Admissions**

10 The Parties intend the settlement as described herein to be a final and  
11 complete resolution of all disputes between them with respect to the Released Claims,  
12 and it shall not be deemed an admission by any party as to the jurisdiction of the  
13 Court over the claims asserted against StarKist and DWI, or as to the merits of any  
14 claim or defense or any allegation made in the Action.

15 **14. Settlement Class Counsel's Attorneys' Fees and Expenses**

16 14.1. The procedure for, and the allowance or disallowance by the Court  
17 of, any application by Settlement Class Counsel for attorneys' fees and expenses are  
18 not part of the Settlement Agreement and are to be considered by the Court separately  
19 from the Court's consideration of the fairness, reasonableness, and adequacy of the  
20 settlement. Any order or proceeding relating to any application for, or approval of,  
21 attorneys' fees and expenses, the pendency of any such application, or any appeal or  
22 review of an order relating thereto or reversal or modification thereof, shall not  
23 operate to terminate or cancel this Settlement Agreement, or affect or delay the  
24 finality of the Judgment. StarKist and DWI agree that Settlement Class Counsel may  
25 withdraw from the Settlement Fund any amount awarded by the Court for attorneys'  
26 fees and costs five (5) days following the Court's award, subject to an appropriate  
27 financial undertaking required by the Court in the event of an appeal of the Court's



1 award of attorneys' fees and expenses. Attorneys' fees and expenses authorized by  
2 the Court to be paid from the Settlement Fund shall be payable notwithstanding the  
3 existence of any timely filed objections to the Settlement Agreement, to any payment  
4 of fees, expenses, or incentives or potential for appeal therefrom, or collateral attack  
5 on the Settlement Agreement or any part thereof, subject to Settlement Class  
6 Counsel's obligation to make appropriate refunds or repayments to the Settlement  
7 Fund, if the Effective Date does not occur, or the Settlement Agreement is subject to  
8 successful collateral attack, or the fee or cost amount is reduced or reversed.

9 14.2. StarKist and DWI shall have no responsibility for, and no liability  
10 whatsoever with respect to, the division of attorneys' fees and expenses among  
11 counsel representing the EPPs, and any negotiation or dispute among counsel  
12 representing the EPPs in that regard shall not operate to terminate or cancel this  
13 Settlement Agreement or affect or delay the finality of the Judgment.

14 14.3. Except as otherwise provided herein, EPPs and StarKist and DWI  
15 shall each be responsible for bearing their own costs and fees incurred in this Action.

16 **15. Miscellaneous Provisions**

17 15.1. StarKist and DWI expressly represent that they have obtained all  
18 required approvals from their management for this Settlement Agreement.

19 15.2. This Settlement Agreement shall constitute the entire agreement  
20 between the Parties pertaining to the settlement of the Action against StarKist and  
21 DWI and supersedes any and all prior and contemporaneous undertakings of the  
22 Parties in connection therewith. The terms of the Settlement Agreement are and shall  
23 be binding upon each of the Parties hereto, their heirs, executors, administrators,  
24 representatives, agents, attorneys, partners, successors, predecessors-in-interest, and  
25 assigns, and upon all other Persons claiming any interest in the subject matter hereto  
26 through any of the parties hereto including any Settlement Class Members.

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1           15.3. This Settlement Agreement may be modified or amended only by  
2 a writing executed by Settlement Class Counsel and counsel for StarKist and DWI,  
3 subject (if after preliminary or final approval by any court) to approval by the Court.  
4 Amendments and modifications may be made without notice to the Settlement Class  
5 unless notice is required by law or by the Court.

6           15.4. None of the Parties hereto shall be considered to be the drafter of  
7 this Settlement Agreement or any its provisions hereof for the purpose of any statute,  
8 case law, or rule of interpretation or construction that would or might cause any  
9 provision to be construed against the drafters of this Settlement Agreement.

10           15.5. This Settlement Agreement shall be construed and interpreted to  
11 effectuate the intent of the Parties which is to provide, through this Settlement  
12 Agreement, for a complete resolution of the Released Claims with respect to the  
13 Released Parties.

14           15.6. Nothing expressed or implied in this Settlement Agreement is  
15 intended to or shall be construed to confer upon or give any person or entity other  
16 than Settlement Class Members, Releasing Parties, and Released Parties any right or  
17 remedy under or by reason of this Settlement Agreement.

18           15.7. This Settlement Agreement shall be binding upon, and inure to the  
19 benefit of, the Releasing Parties and the Released Parties.

20           15.8. EPPs and StarKist and DWI acknowledge that they have been  
21 represented by counsel and have made their own investigations of the matters covered  
22 by this Settlement Agreement to the extent they have deemed it necessary to do so.  
23 Therefore, EPPs and StarKist and DWI and their respective counsel agree that they  
24 will not seek to set aside any part of the Settlement Agreement on the grounds of  
25 mistake. Moreover, EPPs and StarKist and DWI and their respective counsel  
26 understand, agree, and expressly assume the risk that any fact may turn out  
27 hereinafter to be other than, different from, or contrary to the facts now known to

1 them or believed by them to be true, and further agree that the Settlement Agreement  
2 shall be effective in all respects and shall not be subject to termination, modification,  
3 or rescission by reason of any such difference in facts. If any provision of this  
4 Settlement Agreement is found by a court of competent jurisdiction to be illegal,  
5 invalid, or unenforceable for any reason, the remainder of this Settlement Agreement  
6 will not be affected and, in lieu of each provision that is found illegal, invalid, or  
7 unenforceable, a provision will be added as a part of this Settlement Agreement that  
8 is as similar to the illegal, invalid, or unenforceable provision as may be legal, valid,  
9 and enforceable.

10 15.9. All terms of this Settlement Agreement shall be governed by, and  
11 interpreted according to, the substantive laws of the State of Delaware without regard  
12 to its choice of law or conflicts of laws principles.

13 15.10. StarKist and DWI, Named Plaintiffs, and all Settlement Class  
14 Members hereby irrevocably submit to the exclusive jurisdiction of the Court for any  
15 suit, action, proceeding, or dispute arising out of or relating to this Settlement  
16 Agreement or the applicability of this Settlement Agreement, including, without  
17 limitation, any suit, action, proceeding, or dispute relating to the release provisions  
18 herein. StarKist and DWI do not, by way of this Settlement Agreement, submit to  
19 the jurisdiction of the Court for any other purpose.

20 15.11. This Settlement Agreement may be executed in counterparts.  
21 Facsimile or Portable Document Format signatures shall be considered as valid  
22 signatures for purposes of execution of this Settlement Agreement, but original  
23 signature pages shall thereafter be collated for filing of this Settlement Agreement  
24 with the Court.

25 15.12. Each of the undersigned attorneys represents that he or she is  
26 fully authorized to enter into the terms and conditions of, and execute, this Settlement  
27 Agreement, subject to Court approval, and the undersigned Settlement Class Counsel

1 represent that they are authorized to execute this Settlement Agreement on behalf of  
2 Named Plaintiffs and the Settlement Class.

3 IN WITNESS HEREOF, the Parties, through their fully authorized  
4 representatives, have agreed to this Settlement Agreement as of the Execution Date  
5 written above.

6 [signature page follows]  
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Dated: August 13, 2024

WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP

By: *Betsy C. Manifold*  
Betsy C. Manifold  
Rachele R. Byrd  
Alex J. Tramontano  
Symphony Towers  
750 B Street, Suite 2770  
San Diego, CA 92101  
Tel: (619) 239-4599  
Fax: (619) 234-4599  
E-mail: manifold@whafh.com  
byrd@whafh.com  
tramontano@whafh.com

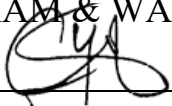
Mark C. Rifkin  
Thomas H. Burt  
270 Madison Avenue  
New York, NY 10016  
Tel: (212) 545-4600  
Fax: (212) 686-0114  
E-mail: rifkin@whafh.com  
burt@whafh.com

*Counsel for the End Payer Plaintiffs and  
the End Payer Plaintiff Class*

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Dated: August 13, 2024

LATHAM & WATKINS LLP

By: 

Alfred C. Pfeiffer (CA 120965)  
Christopher S. Yates (CA 161273)  
Belinda S Lee (CA 199635)  
Ashley M. Bauer (CA 231626)  
505 Montgomery Street, Suite 2000  
San Francisco, CA 94111-6538  
Telephone: 415-391-0600  
Facsimile: 415-395-8095  
Email: al.pfeiffer@lw.com  
chris.yates@lw.com  
belinda.lee@lw.com  
ashley.bauer@lw.com

Jason M. Ohta (CA 211107)  
12670 High Bluff Drive  
San Diego, CA 92130  
Telephone: 858-523-5400  
Facsimile: 858-523-5450  
Email: jason.ohta@lw.com

*Counsel for Defendants StarKist Co. and  
Dongwon Industries Co., Ltd.*