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

IN RE: PACKAGED SEAFOOD  
PRODUCTS ANTITRUST  
LITIGATION

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This document relates to:  
DIRECT PURCHASER CLASS  
PLAINTIFFS TRACK

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

**DECLARATION OF GINA M.  
INTREPIDO-BOWDEN  
REGARDING PROPOSED PLAN  
FOR LITIGATION CLASS  
NOTICE ON BEHALF OF DIRECT  
PURCHASER PLAINTIFFS**

1 I, Gina M. Intrepido-Bowden, declare and state as follows:

2 1. I am Vice President at JND Legal Administration LLC (“JND”). I  
3 previously submitted a Declaration Regarding Proposed Notice Plan for the Direct  
4 Purchaser Plaintiffs’ Notice of Settlement with Tri-Union Seafoods LLC D/B/A  
5 Chicken of the Sea and Thai Union Group PCL (“COSI/TUG Settlement”), dated  
6 December 1, 2021 (ECF No. 2674-6). JND’s background and experience was  
7 included in that Declaration. On October 28, 2022, Bronyn Heubach, Assistant  
8 Director at JND, filed a Supplemental Declaration Regarding Notice  
9 Administration (“Bronyn Declaration”) (ECF No. 2928-1) that supplemented  
10 JND’s Supplemental Declaration of Jennifer M. Keough Regarding Notice  
11 Administration, filed September 6, 2022 (ECF No. 2911-274).

12 2. On November 8, 2022, this Court ordered supplemental notice in the  
13 COSI/TUG Settlement as set forth in the Bronyn Declaration and the claim filing  
14 deadline was extended to January 6, 2023 for eligible DPP Class Members.

15 3. On November 14, 2022, the Ninth Circuit denied non-settling  
16 defendant StarKist’s petition for a writ of certiorari. As a result, JND has been  
17 asked by Class Counsel for the DPP Plaintiffs to submit this Declaration to describe  
18 our proposed Notice Plan to inform DPP Class Members about the on-going  
19 litigation between Direct Purchaser Plaintiffs and StarKist Co., Dongwon  
20 Industries Co. Ltd., and Lion Capital (Americas), Inc., (collectively, “Non-Settling  
21 Defendants”).

22 4. I submit this Declaration based on my personal knowledge, as well as  
23 upon information provided to me by experienced JND employees and counsel for  
24 the Plaintiffs, to describe the proposed Notice Plan for the DPPs and address why  
25 it is consistent with other class notice plans that courts have determined satisfy the  
26 requirements of Rule 23 of the Federal Rules of Civil Procedure, the Due Process  
27 Clause of the United States Constitution, and any other applicable statute, law or  
28

1 rule, as well as the Federal Judicial Center (“FJC”) guidelines for best practicable  
2 due process notice.

3 **NOTICE PLAN OVERVIEW**

4 5. The DPP Class consists of all persons and entities that directly  
5 purchased Packaged Tuna Products (excluding tuna salad kits and cups and salvage  
6 purchases) within the United States, its territories, and the District of Columbia  
7 from any Defendant at any time between June 1, 2011 and July 31, 2015.<sup>1</sup>  
8 Excluded from the class are all governmental entities; Defendants and any parent,  
9 subsidiary or affiliate thereof; Defendants’ officers, directors, employees, and  
10 immediate families; and any federal judges or their staffs.

11 6. Contact information is available for substantially the entire DPP Class.  
12 Accordingly, JND designed a Notice Plan that will effectively reach the DPP Class  
13 through a direct notice effort that will be supplemented by the distribution of a  
14 nationwide press release.

15 7. The proposed Notice Plan has been designed to provide the best notice  
16 practicable, consistent with the methods and tools employed in other court-  
17 approved notice programs. The FJC’s *Judges’ Class Action Notice and Claims*  
18 *Process Checklist and Plain Language Guide* considers a notice plan with a 70%-  
19 95% reach effective.<sup>2</sup>

20  
21  
22  
23 <sup>1</sup> I understand that the Order Granting Class Certification contains an end date for  
24 the class of July 1, 2015, but that Class Counsel has asked this Court to extend the  
date to July 31, 2015.

25 <sup>2</sup> Reach is the percentage of a specific population group exposed to a media vehicle  
26 or a combination of media vehicles containing a notice at least once over the course  
27 of a campaign. Reach factors out duplication, representing total different net  
28 persons.

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- a. **Direct Individual Notice**: A reasonably current list of addresses is available for the entire DPP Class. As a result, mailed notice will be sent to all DPP Class Members. In addition, an email notice will be sent to any DPP Class Member for whom an email address is available.
- b. **Press Release**: To supplement the direct notice effort, a press release will be distributed nationwide.
- c. **Case Website**: JND will update and maintain the case website, [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com), where information about the litigation, as well as copies of relevant case documentation will be accessible to DPP Class Members. DPP Class Members may also register at the case website to receive updates about the case.
- d. **Dedicated Toll-Free Number and Contact Center**: JND will also update and maintain the toll-free telephone number, 1-866-615-0970, where callers may obtain more information about the case, as well as leave a message for a return call.

8. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan meets the standards for providing the best practicable notice.

9. The sections below explain in greater detail the Notice Plan efforts.

**DIRECT INDIVIDUAL NOTICE**

10. An adequate notice program needs to satisfy “due process” when reaching a class. The United States Supreme Court, in the seminal case of *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure requires that “the court must direct to class members the

1 best notice that is practicable under the circumstances, including individual notice  
2 to all members who can be identified through reasonable effort. The notice may be  
3 by one or more of the following: United States mail, electronic means, or other  
4 appropriate means.”

5 11. It is my understanding that the DPP Class list consists of 774 postal  
6 addresses, virtually the entire DPP Class. As a result, JND will mail a Long Form  
7 Notice, attached as Exhibit 1, to all DPP Class Members.

8 12. JND previously loaded the Class data into a unique database for this  
9 matter and reviewed the Class data to identify any invalid mail and email addresses  
10 and duplicate records based on name, address, and/or email.

11 13. Prior to mailing, JND will update all addresses using the United States  
12 Postal Services’ (“USPS”) National Change of Address (“NCOA”) database.<sup>3</sup>

13 14. JND will track all returned undeliverable mail by the USPS and will  
14 promptly re-mail any returned with a forwarding address. JND will also take  
15 reasonable efforts to research and determine a better mailing address through a  
16 sophisticated advanced address search to re-mail notices that are returned without a  
17 forwarding address.

18 15. In addition to the mailed notice, an email notice, attached as Exhibit 2,  
19 will be sent to all available DPP Class Member email addresses. It is my  
20 understanding that the DPP Class list consists of 461 email addresses.

21 16. Our Data Team is staffed with email experts and software solution  
22 teams to conform the email notice program to the particulars of the case. JND

23 \_\_\_\_\_  
24 <sup>3</sup> The NCOA database is the official USPS technology product which makes change  
25 of address information available to mailers to help reduce undeliverable mail pieces  
26 before mail enters the mail stream. This product is an effective tool to update address  
27 changes when a person has completed a change of address form with the USPS. The  
28 address information is maintained on the database for 48 months.

1 provides individualized support during the program and manages our sender  
2 reputation with the Internet Service Providers (“ISPs”). For each of our programs,  
3 we analyze the program’s data and monitor the ongoing effectiveness of the  
4 notification campaign, adjusting the campaign as needed. These actions ensure the  
5 highest possible deliverability of the email campaign so that more potential DPP  
6 Class Members receive notice about the litigation.

7 17. JND has worked with DPP Class Counsel to craft the email notice here  
8 to avoid spam language and improve deliverability. This process includes running  
9 the email through spam testing software DKIM for sender identification and  
10 authorization, and hostname evaluation. Additionally, we will check the send  
11 domain against the 25 most common IPv4 blacklists.

12 18. As part of JND’s standard email notification process, JND utilized a  
13 verification program to eliminate invalid email and spam traps that would otherwise  
14 negatively impact deliverability. We then cleaned the list of email addresses for  
15 formatting and incomplete addresses to further identify all invalid email addresses.  
16 The email content will be formatted and structured in a way that receiving servers  
17 expect, allowing the email to pass easily to the recipient.

18 19. Rather than using attachments, which can trigger an email spam filter,  
19 the email notice here provides a direct link to the case website for more detailed  
20 information. In addition, JND will implement additional measures to further  
21 increase the deliverability of the email notice and reduce the likelihood of it being  
22 directed to spam, including but not limited to avoiding the use of all capitalization,  
23 exclamation points, colored font, case-caption boxes, excessive legalese, and  
24 common trigger words. The email subject line identifies the litigation and the nature  
25 of the content. It provides a simple and short identifier.

26 20. To ensure readability of the email notice, our team will review and  
27 format the body content into a structure that is applicable to all email platforms.  
28

1 Before commencing the email notice campaign, we will send a test email to multiple  
2 ISPs and open the email on multiple devices (iPhones, Android phones, desktop  
3 computers, tablets, etc.) to ensure the email opens and reads as expected.  
4 Additionally, JND included an “unsubscribe” link at the bottom of the email notice  
5 to allow DPP Class Members to opt out of any additional email notices from JND.  
6 This step is essential to maintain JND’s good reputation among the ISPs and reduce  
7 complaints related to the email campaign. JND will also work with Counsel to  
8 identify email phishing campaigns and fraudulent websites and will notify Counsel  
9 of fraud schemes as soon as discovered.

10 21. Emails that are returned to JND are generally characterized as either  
11 “Soft Bounces” or “Hard Bounces.” Hard Bounces are when the ISP rejects the  
12 email due to a permanent reason such as the email account is no longer active. Soft  
13 Bounces are when the email is rejected for temporary reasons, such as the recipient’s  
14 email address inbox is full.

15 22. When an email is returned due to a Soft Bounce, JND attempts to re-  
16 email the email notice up to three additional times in an attempt to secure  
17 deliverability. The email is considered undeliverable if a Hard Bounce or a Soft  
18 Bounce is returned after a third resend.

19 23. The direct notice effort alone is expected to reach more than 95% of  
20 DPP Class Members.

21 **PRESS RELEASE**

22 24. To supplement the direct notice effort, JND will also cause a press  
23 release, attached as Exhibit 3, to be distributed at the launch of the campaign that will  
24 assist in publicizing the litigation. The Press Release will be distributed to over  
25 11,000 media outlets nationwide. This case has been the subject of regular and  
26 significant news coverage, which should assist with distribution of notice as well.

1 The Press Release specifically directs readers to the case website and clearly  
2 identifies DPP Class Counsel.

3 **CASE WEBSITE**

4 25. JND will update the informational case website to allow DPP Class  
5 Members to obtain more information about the litigation. The case website has an  
6 easy-to-navigate design formatted to emphasize important information regarding  
7 DPP Class Member rights, deadlines to act, and provide answers to frequently  
8 asked questions. The case website will host copies of relevant case documents  
9 including the Long Form Notice. DPP Class Members will be encouraged to  
10 register at the case website for updates about the case.

11 26. The case website is optimized for mobile visitors so that information  
12 loads quickly across all mobile devices and will also be designed to maximize  
13 search engine optimization through Google and other search engines. Keywords  
14 and natural language search terms were included in the site’s metadata to maximize  
15 search engine rankings.

16 27. Although websites have become more routine in class actions, these  
17 sites provide an important way to communicate with class members. In particular  
18 here, JND established a webpage to allow DPP Class Members to register for  
19 further direct updates via email, which improved and will continue to improve  
20 communications with DPP Class Members.

21 **CASE TOLL-FREE NUMBER AND POST OFFICE BOX**

22 28. JND will update and maintain the Interactive Voice Recorded (IVR)  
23 toll-free telephone number where DPP Class Members may call for information  
24 related to the case. DPP Class Members may also leave a message for a return call.  
25 The telephone line is available 24 hours a day, seven (7) days a week.

26 29. JND will continue to maintain the dedicated Post Office Box where  
27 DPP Class Members may send inquiries and exclusion requests.



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**NOTICE DESIGN AND CONTENT**

30. All notice documents have been written in plain language and comply with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the FJC’s guidelines for class action notices. Each of the notice documents contain summaries about the litigation and the options that are available to DPP Class Members. Additionally, the notice documents provide instructions on how to obtain more information about the litigation.

**CONCLUSION**

31. JND believes that the Notice Plan as described herein provides the best notice practicable under the circumstances and is consistent with other similar court-approved best notice practicable notice programs, Rule 23 of the Federal Rules of Civil Procedure, and the FJC’s guidelines for Best Practicable Due Process notice. The Notice Program is designed to reach as many DPP Class Members as practicable and provide them with the opportunity to review a plain language notice, with the ability to easily take the next step and learn more about the litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on the 15th day of January 2023, at Philadelphia, Pennsylvania.

*Gina Intrepido-Bowden*

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GINA M. INTREPIDO-BOWDEN

**- EXHIBIT 1 -**

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

**If you purchased Canned or Pouched Tuna directly from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group between June 1, 2011 and July 31, 2015, you may be affected by an ongoing litigation.**

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

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. REGISTER AT THE CASE WEBSITE, WWW.TUNADIRECTPURCHASERCASE.COM, TO RECEIVE UPDATES.**

The United States District Court for the Southern District of California (the "Court") has certified a class in an ongoing litigation between Direct Purchaser Plaintiffs (referred to as the "DPPs") and StarKist Co. ("StarKist"), Dongwon Industries Co. Ltd. ("DWI"), Lion Capital LLP ("Lion Capital"), Big Catch Cayman LP ("Big Catch"), and Lion Capital (Americas), Inc. ("Lion (Americas)"), (collectively, "Non-Settling Defendants"). Bumble Bee Foods LLC ("Bumble Bee") declared bankruptcy. A settlement was reached with Tri-Union Seafoods LLC d/b/a Chicken of the Sea and Thai Union Group PCL (collectively, "Settling Defendants", and together with Non-Settling Defendants, "Defendants"). The claims deadline for that settlement has passed and payments will be distributed at an appropriate time in the future.

The certified DPP litigation class consists of all persons and entities that directly purchased packaged tuna products within the United States, its territories and the District of Columbia from any Defendant at any time between June 1, 2011 and July 31, 2015 ("Litigation Class").

There has been no determination yet of whether or not Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs' allegations are true, whether the alleged wrongdoing harmed the DPPs. The Court has indicated that it intends to set dates for the trial in the near future. If the DPPs can prove their claims at trial, then the Court will treble any damages awarded by the trier-of-fact and award attorneys' fees and costs in an amount determined by the Court. DPPs may also seek a discretionary amount of pre-judgment interest.

You or your company have been identified as a member of the Litigation Class. This notice informs you of YOUR RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM. Class Counsel is available to discuss your options with you or your counsel if you have any questions or uncertainty about how you should proceed. **IF YOU ARE UNCERTAIN ABOUT YOUR LEGAL RIGHTS, YOU MAY WANT TO CONTACT CLASS COUNSEL BEFORE DETERMINING HOW YOU PROCEED.**

| YOUR LEGAL RIGHTS AND OPTIONS |   |             |
|-------------------------------|---|-------------|
| You May                       | Explanation   | Deadline    |
| <b>DO NOTHING</b>             | Remain a member of the Litigation Class for purposes of trial or other judgments and be bound by any outcome.<br>Give up your right to sue, or to continue to sue, the Non-Settling Defendants on your own for your claims in the case. | <b>None</b> |

**Questions? Visit [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) or call toll-free at 1-866-615-0970  
Please register at [www.TunaDirectPurchaserCase.com/register](http://www.TunaDirectPurchaserCase.com/register) to receive updates.**

|   |   |   |
|---|---|---|
| <p style="text-align: center;"><b>ASK TO BE EXCLUDED FROM THE LITIGATION CLASS (“OPT OUT”)</b></p>    | <p>Remove yourself from the Litigation Class. You will not be bound by the outcome of any trial or judgment. You will keep your right to sue, or to continue to sue, the Non-Settling Defendants on your own for the claims in this case. Class Counsel will no longer represent your interests in this litigation.</p> <p>You will not receive payment from the litigation with the Non-Settling Defendants.</p> <p>Each of the Non-Settling Defendants may be held jointly and severally liable for the conduct of every other Non-Settling Defendant, Bumble Bee, and Settling Defendants, if each or any of the Non-Settling Defendants is found liable for the alleged claims.</p>   | <p style="text-align: center;">Postmarked by<br/><b>Month x, 2023</b></p> |
| <p style="text-align: center;"><b>NOTIFY THE CLAIMS ADMINISTRATOR OF CLAIMS YOU HAVE RELEASED</b></p> | <p>You may stay in the Litigation Class even if you have resolved your claims with any of the Non-Settling Defendants and released them from liability. However, you must advise the settlement administrator of the entities with which you have released your claims, or you may be in breach of your settlement agreement. To the extent that any of the Non-Settling Defendants that you have not released from liability are found to have participated in the collusive conduct described below, those entities are jointly and severally liable for any damages proven at trial. If you stay in the Litigation Class, but believe that you have released one or more of the Non-Settling Defendants your claims, you must notify the claims administrator of the Non-Settling Defendants that you have released in a writing postmarked by the Exclusion deadline. If you want advice about your options, please contact the Notice Administrator or Class Counsel.</p> <p>To learn more about how to file an exclusion request, or how to notify the claims administrator of Non-Settling Defendants against whom you have released claims, go to <a href="http://www.TunaDirectPurchaserCase.com">www.TunaDirectPurchaserCase.com</a>.</p> | <p style="text-align: center;">Postmarked by<br/><b>Month x, 2023</b></p> |

## 1. Why did I receive this notice?

You received this notice because you or your company may have purchased Packaged Tuna (canned or pouched tuna) directly from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group from June 1, 2011 through July 31, 2015. You have the right to know about your rights or options with the ongoing litigation with the Non-Settling Defendants.<sup>1</sup>

The Court in charge of this case is the United States District Court for the Southern District of California (the “Court”). The case is called *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MDD), MDL No. 2670.

The ongoing litigation is between the DPPs and StarKist, DWI, Lion Capital, Big Catch, and Lion (Americas). Bumble Bee declared bankruptcy. A settlement was reached between the DPPs and the Settling Defendants. The claims deadline for that settlement has since passed and payments will be distributed at an appropriate time in the future.

The Court has not yet decided whether Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs’ allegations are true, whether the alleged wrongdoing harmed the DPPs. The Court has indicated that it intends to set dates for the trial in the near future. If the DPPs can prove their claims at trial and can demonstrate that Defendants’ conduct harmed the DPPs, then the Court will treble the damages awarded by the jury and award attorneys’ fees and costs in an amount determined by the Court. If DPPs prevail, DPPs may also seek a discretionary amount of pre-judgment interest.

This notice explains that:

- ✓ The Court has allowed or “certified” a class of packaged tuna purchasers on whose behalf a class action will be prosecuted. This class action litigation may affect you.
- ✓ You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the Litigation Class, through Class Counsel, can prove the claims they have made against the Non-Settling Defendants on your behalf.

## 2. What is this lawsuit about?

DPPs allege that Non-Settling Defendants, Bumble Bee, and Settling Defendants conspired to fix, raise, and maintain the prices that direct purchasers paid for Packaged Tuna and that, as a result, members of the Litigation Class paid more than they otherwise would have. Non-Settling Defendants, Bumble Bee, and Settling Defendants have denied all liability for the alleged conduct and/or assert that their conduct was lawful or exempt from the antitrust laws, or that their conduct did not cause injury, among other defenses. There has been no determination yet of whether or not Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs’ allegations are true, whether the alleged wrongdoing harmed the DPPs. DPPs reached a settlement with Settling Defendants.

Please register at the case website, [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com), to receive updates regarding the progress of the litigation. The case website will be updated as circumstances change, so check back regularly for updates.

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<sup>1</sup> This lawsuit is only on behalf of direct purchasers of Packaged Tuna, that is, entities such as retailers, wholesalers, and distributors that bought Packaged Tuna directly from one or more of the Defendants. There are separate class actions pending on behalf of indirect purchasers (i.e., persons who did not purchase directly from the Defendants), including consumers and commercial food preparers.

**Questions? Visit [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) or call toll-free at 1-866-615-0970  
Please register at [www.TunaDirectPurchaserCase.com/register](http://www.TunaDirectPurchaserCase.com/register) to receive updates.**

**3. Am I part of the Litigation Class?**

You are a Litigation Class Member if you or your company *directly* purchased Packaged Tuna Products (excluding tuna salad kits and cups and salvage purchases) within the United States, its territories and the District of Columbia from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group at any time between June 1, 2011 and July 31, 2015. Packaged Tuna Products means shelf-stable tuna sold for human consumption and packaged in either cans or pouches. Excluded from the Litigation Class are all governmental entities; Non-Settling Defendants, Bumble Bee, and Settling Defendants and any parent, subsidiary, or affiliate thereof; Non-Settling Defendants', Bumble Bee's, and Settling Defendants' officers, directors, employees, and immediate families; and any federal judges or their staffs.

**4. I am still not sure if I am included.**

If you are still not sure if you are included in the Litigation Class, please review the detailed case information, available at [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com). You may also call toll-free at 1-866-615-0970.

**5. Do I have a lawyer in this case?**

Yes. The Court has appointed Hausfeld LLP as Class Counsel. Their contact information is provided below. If you wish to remain a Litigation 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 Litigation 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 the Non-Settling Defendants.

**6. Should I get my own lawyer?**

If you stay in the Litigation Class, you do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost. Class Counsel is available to discuss your options with you or your counsel if you have any questions or uncertainty about how you should proceed.

**7. What does it mean if I exclude myself from the Litigation Class?**

Excluding yourself or opting out of the Litigation Class means you remove yourself from the Litigation Class. You will not be bound by the outcome of any trial or judgment. You will keep your right to sue or continue to sue Defendants for the claims in this case on your own. Class Counsel will no longer represent your interests in this litigation. You will not receive payment from the litigation with the Non-Settling Defendants.

If you have a pending lawsuit against any of the Non-Settling Defendants involving the same legal issues in this case, speak to your lawyer in that case immediately.

Each of the Non-Settling Defendants may be held jointly and severally liable for the conduct of every Non-Settling Defendant, Bumble Bee, and the Settling Defendants, if each or any of the Non-Settling Defendants is found liable for the alleged claims.

**8. How do I exclude myself from the Litigation Class?**

**Questions? Visit [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) or call toll-free at 1-866-615-0970  
Please register at [www.TunaDirectPurchaserCase.com/register](http://www.TunaDirectPurchaserCase.com/register) to receive updates.**

To exclude yourself from the Litigation Class, your Request for Exclusion must include: (a) the name (including any formerly known names, doing business as names, etc.), address and telephone number of the person(s) or company(ies) seeking exclusion; and (b) a signed statement that “I/we hereby request that I/we be excluded from the **Direct Purchaser Litigation Class** in the In re Packaged Seafood Products Antitrust Litigation.” You must specifically identify each entity that you wish to exclude from the Litigation Class in order for the exclusion to be effective. You must mail your Request for Exclusion, postmarked by **Month x, 2023**, to:

*Tuna Direct Purchaser Litigation – EXCLUSIONS*  
c/o JND Legal Administration  
PO Box 91241  
Seattle, WA 98111

#### **9. What if I have resolved my claims with any Non-Settling Defendants?**

You may stay in the Litigation Class even if you have resolved your claims with any of the Non-Settling Defendants and released them from liability. However, you must advise the settlement administrator of the entities with which you have released your claims, or you may be in breach of your settlement agreement. To the extent that any of the Non-Settling Defendants that you have not released from liability are found to have participated in the collusive conduct described above, those entities are jointly and severally liable for any damages proven at trial. If you stay in the Litigation Class, but believe that you have released one or more of the Non-Settling Defendants your claims, you must notify the claims administrator of the Non-Settling Defendants that you have released in a writing postmarked by the Exclusion deadline. If you want advice about your options, please contact the Notice Administrator or Class Counsel.

To learn more about how to file an exclusion request, or how to notify the claims administrator of Non-Settling Defendants against whom you have released claims, go to [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com).

#### **10. What happens if I do nothing?**

If you do nothing, you will remain a member of the Litigation Class. As a member of Litigation Class, you will be represented by the Class Counsel, and you will not be charged out-of-pocket fees or expenses for Class Counsel’s services. You will also be legally bound by all of the orders the Court issues and judgments the Court makes in this class action. You will give up your right to sue or continue to sue the Defendants on your own for your claims in this case.

#### **11. When and where is the trial, and do I have to attend?**

The Court has indicated that it intends to set dates for trial in the near future. Go to the case website, [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com), for updates regarding a trial date. You do not have to attend the trial if you remain in the Litigation Class and do not exclude yourself. Class Counsel will present the case for the Litigation Class. If the DPPs prove their claims at trial and demonstrate that the alleged wrongdoing harmed the DPPs, the Court will treble the damages awarded by the trier-of-fact and award attorneys’ fees and costs in an amount determined by the Court. If DPPs prevail, they may also seek a discretionary amount of pre-judgment interest.

#### **12. How do I get more information?**

**Questions? Visit [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) or call toll-free at 1-866-615-0970  
Please register at [www.TunaDirectPurchaserCase.com/register](http://www.TunaDirectPurchaserCase.com/register) to receive updates.**

Please register for updates at the case website, [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com). For more detailed information about the case, visit the case website, call 1-866-615-0970, or speak with Class Counsel directly at:

Hausfeld LLP  
600 Montgomery Street, Suite 3200  
San Francisco, CA 94111  
415-633-1908  
[PackagedTuna@Hausfeld.com](mailto:PackagedTuna@Hausfeld.com)

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.**

**If you have *any* questions about this Notice, please do not hesitate to call 1-866-615-0970 or email Class Counsel directly at [PackagedTuna@Hausfeld.com](mailto:PackagedTuna@Hausfeld.com)**

Dated: Month x, 2023

The Honorable Dana M. Sabraw

**Questions? Visit [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) or call toll-free at 1-866-615-0970  
Please register at [www.TunaDirectPurchaserCase.com/register](http://www.TunaDirectPurchaserCase.com/register) to receive updates.**



**- EXHIBIT 2 -**

**Email Subject Line:** Litigation Class Notice - In Re: Packaged Seafood Products Antitrust Litigation

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Unique ID: XXXXXXXXXXXX

Access Code: XXXXXX

Dear LITIGATION CLASS MEMBER:

**If you purchased Canned or Pouched Tuna directly from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group between June 1, 2011 and July 31, 2015, you may be affected by an ongoing litigation.**

**PLEASE READ THIS NOTICE CAREFULLY.**

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT.  
REGISTER AT THE CASE WEBSITE, [WWW.TUNADIRECTPURCHASERCASE.COM](http://WWW.TUNADIRECTPURCHASERCASE.COM), TO  
RECEIVE UPDATES.**

You received this notice because you or your company may have purchased Packaged Tuna (canned or pouched tuna) directly from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group from June 1, 2011 through July 31, 2015. You have the right to know about your rights and options in an on-going litigation.

The United States District Court for the Southern District of California (the "Court") has certified a class in an ongoing litigation between Direct Purchaser Plaintiffs (referred to as the "DPPs") and StarKist Co., Dongwon Industries Co. Ltd., Lion Capital LLP, Big Catch Cayman LP, and Lion Capital (Americas), Inc., (collectively, "Non-Settling Defendants"). The case is called *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MDD), MDL No. 2670. Bumble Bee Foods LLC ("Bumble Bee") declared bankruptcy. A settlement was reached with Tri-Union Seafoods LLC d/b/a Chicken of the Sea and Thai Union Group PCL (collectively, "Settling Defendants"). The claims deadline for that settlement has passed and payments will be distributed at an appropriate time in the future. There has been no determination yet of whether or not Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs' allegations are true, whether the alleged wrongdoing harmed the DPPs. The Court has indicated that it intends to set dates for the trial in the near future. If the DPPs can prove their claims at trial, then the Court will treble the damages awarded by the jury and award attorneys' fees and costs in an amount determined by the Court. If DPPs prevail, then they may also seek a discretionary amount of pre-judgment interest.

**AM I PART OF THE LITIGATION CLASS?** You are part of the certified litigation class if you or your company *directly* purchased Packaged Tuna Products (excluding tuna salad kits and cups and salvage purchases) within the United States, its territories and the District of Columbia from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group at any time between June 1, 2011 and July 31, 2015 ("Litigation Class"). Packaged Tuna Products means shelf-stable tuna sold for human consumption and packaged in either cans or pouches. Excluded from the Litigation Class are all governmental entities; Non-Settling Defendants, Bumble Bee, and Settling Defendants and any parent, subsidiary, or affiliate thereof; Non-Settling Defendants', Bumble Bee's, and Settling Defendants' officers, directors, employees, and immediate families; and any federal judges or their staffs.

**WHAT IS THIS CASE ABOUT?** The DPPs allege that Non-Settling Defendants, Bumble Bee, and Settling Defendants conspired to fix, raise, and maintain the prices that direct purchasers paid for Packaged Tuna and that, as a result, members of the Litigation Class paid more than they otherwise would have. Non-Settling Defendants, Bumble Bee, and Settling Defendants have denied all liability for this conduct and/or assert that their conduct was lawful or exempt from the antitrust laws, or that their conduct did not cause

injury, among other defenses. There has been no determination yet of whether or not Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs' allegations are true, whether the alleged wrongdoing harmed the DPPs.

**DO I HAVE A LAWYER IN THIS CASE?** The Court has appointed Hausfeld LLP as Class Counsel. Their contact information is provided below. If you wish to remain a Litigation 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 Litigation 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 the Non-Settling Defendants.

**WHAT ARE MY RIGHTS AND OPTIONS?**

- ✓ **DO NOTHING.** If you do nothing, you will remain a member of the Litigation Class for purposes of trial or other judgments and be bound by any outcome. You will give up your right to sue or to continue to sue the Defendants on your own for your claims in this case.
- ✓ **ASK TO BE EXCLUDED FROM THE LITIGATION CLASS.** This means you remove yourself from the Litigation Class entirely. You will no longer be bound by the outcome of any trial or judgment for this case. You will keep your right to sue or continue to sue the Defendants for the claims in this case on your own. Class Counsel will no longer represent your interests in this litigation. You will not receive payment from the litigation with the Non-Settling Defendants.

Each of the Non-Settling Defendants may be held jointly and severally liable for the conduct of every other Non-Settling Defendant, Bumble Bee, and Settling Defendants, if each or any of the Non-Settling Defendants is found liable for the alleged claims.

You may stay in the Litigation Class even if you have resolved your claims with any of the Non-Settling Defendants and released them from liability. However, you must advise the settlement administrator of the entities with which you have released your claims, or you may be in breach of your settlement agreement. To the extent that any of the Non-Settling Defendants that you have not released from liability are found to have participated in the collusive conduct described above, those entities are jointly and severally liable for any damages proven at trial. If you stay in the Litigation Class, but believe that you have released one or more of the Non-Settling Defendants your claims, you must notify the claims administrator of the Non-Settling Defendants that you have released in a writing postmarked by the Exclusion deadline set forth below. If you want advice about your options, please contact the Notice Administrator or Class Counsel.

To learn more about how to file an exclusion request, or how to notify the claims administrator of Non-Settling Defendants against whom you have released claims, go to [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com). Exclusion requests must be postmarked by **Month x, 2023**.

Class Counsel is available to discuss your options with you or your counsel if you have any questions or uncertainty about how you should proceed.

**IF YOU ARE UNCERTAIN ABOUT YOUR LEGAL RIGHTS, YOU MAY WANT TO CONTACT CLASS COUNSEL BEFORE DETERMINING HOW YOU PROCEED.**

**THE TRIAL** The Court has indicated that it intends to set dates for trial in the near future. Go to [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com), for updates regarding a trial date. You do not have to attend the trial if you remain in the Litigation Class and do not exclude yourself. Class Counsel will present the case for the Litigation Class.

**QUESTIONS?** This notice is only a summary. For more information, go to [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com), call toll-free 1-866-615-0970, or contact Class Counsel directly at:

Hausfeld LLP

600 Montgomery Street, Suite 3200  
San Francisco, CA 94111  
415-633-1908  
PackagedTuna@Hausfeld.com

You should also review the detailed notice that was mailed to you. Please do not contact the Court.

**Register at [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) to receive updates regarding the progress of the litigation.**

To unsubscribe, please click on the following link: [unsubscribe](#)

**- EXHIBIT 3 -**

**If you purchased Canned or Pouched Tuna directly from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group between June 1, 2011 and July 31, 2015, you may be affected an ongoing litigation.**

SEATTLE, Month x, 2023/

The United States District Court for the Southern District of California (the “Court”) has certified a class in an ongoing litigation between Direct Purchaser Plaintiffs (referred to as the “DPPs”) and StarKist Co. (“StarKist”), Dongwon Industries Co. Ltd. (“DWI”), Lion Capital LLP, Big Catch Cayman LP, and Lion Capital (Americas), Inc., (collectively, “Non-Settling Defendants”). The case is called *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MDD), MDL No. 2670. Bumble Bee Foods LLC (“Bumble Bee”) declared bankruptcy. A settlement was reached with Tri-Union Seafoods LLC d/b/a Chicken of the Sea and Thai Union Group PCL (collectively, “Settling Defendants” and, together with the “Non-Settling Defendants,” “Defendants”). The claims deadline for that settlement with the Settling Defendants has passed and payments will be distributed at an appropriate time in the future. There has been no determination yet of Court has not yet decided whether or not Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs’ allegations are true, whether the alleged wrongdoing harmed the DPPs. The Court has indicated that it intends to set dates for the trial in the near future. If the DPPs can prove their claims at trial, then the Court will treble any damages awarded by the jury and award attorneys’ fees and costs in an amount determined by the Court. If DPPs prevail, then they may also seek a discretionary amount of pre-judgment interest.

**Who is affected?**

The certified litigation class consists of individuals or businesses that *directly* purchased Packaged Tuna Products (excluding tuna salad kits and cups and salvage purchases) within the United States, its territories and the District of Columbia from Bumble Bee, Chicken of the Sea, StarKist, or Thai Union Group at any time between June 1, 2011 and July 31, 2015 (“Litigation Class”). Packaged Tuna Products means shelf-stable tuna sold for human consumption and packaged in either cans or pouches. Excluded from the Litigation Class are all governmental entities; Non-Settling Defendants, Bumble Bee, and Settling Defendants and any parent, subsidiary, or affiliate thereof; Non-Settling Defendants’, Bumble Bee’s, and Settling Defendants’ officers, directors, employees, and immediate families; and any federal judges or their staffs.

**What is this case about?**

The DPPs allege that Non-Settling Defendants, Bumble Bee, and Settling Defendants conspired to fix, raise, and maintain the prices that direct purchasers paid for Packaged Tuna and that, as a result, the DPPs paid more than they otherwise would have. Non-Settling Defendants, Bumble Bee, and Settling Defendants have denied all liability for this conduct and/or assert that their conduct was lawful or exempt from the antitrust laws, or that their conduct did not cause injury, among other defenses. There has been no determination yet of Court has not yet decided whether or not Defendants engaged in the wrongdoing alleged by the DPPs, or, even assuming the DPPs’ allegations are true, whether the alleged wrongdoing harmed the DPPs.

**Do I have a lawyer in this case?**

The Court has appointed Hausfeld LLP as Class Counsel. Their contact information is provided below. If you wish to remain a Litigation 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 Litigation 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 the Non-Settling Defendants.

**What are my rights and options?**

DO NOTHING. If you do nothing, you will remain a member of the Litigation Class for purposes of trial or other judgments and be bound by any outcome. You will give up your right to sue or to continue to sue the Defendants on your own for your claims in this case.

ASK TO BE EXCLUDED FROM THE LITIGATION CLASS. This means you remove yourself from the Litigation Class entirely. You will no longer be bound by the outcome of any trial or judgment for this case. You will keep your right to sue or continue to sue the Defendants for the claims in this case on your own. Class Counsel will no longer represent your interests in this litigation. You will not receive payment from the litigation with the Non-Settling Defendants.

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### **The Trial**

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### **Questions?**

For more information go to [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com), call toll-free 1-866-615-0970, or contact Class Counsel directly at:

Hausfeld LLP  
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San Francisco, CA 94111  
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**Please do not contact the Court.**

**Register at [www.TunaDirectPurchaserCase.com](http://www.TunaDirectPurchaserCase.com) to receive updates regarding the progress of the litigation.**