

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 19-21551-CIV-ALTONAGA/Louis

In re:

**FARM-RAISED SALMON
AND SALMON PRODUCTS
ANTITRUST LITIGATION**

_____/

**DIRECT PURCHASER PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT WITH ALL
DEFENDANTS, PRELIMINARY CERTIFICATION OF
SETTLEMENT CLASS, AND APPROVAL OF CLASS NOTICE
AND INCORPORATED MEMORANDUM OF LAW**

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Direct Purchaser Plaintiffs (“Plaintiffs”), through their counsel Hausfeld LLP and Podhurst Orseck, P.A. (“Class Counsel”) respectfully move, under Rule 23 of the Federal Rules of Civil Procedure, for preliminary approval of a proposed settlement (the “Settlement”) with all Defendants,¹ preliminary certification of the Settlement Class, and approval of the proposed notice to the Settlement Class.

I. INTRODUCTION

Nearly three years ago, following announcements that the European Commission (“EC”) had raided certain Norwegian salmon suppliers in connection with an investigation into potentially anticompetitive practices aimed at increasing the prices for Norwegian salmon, Plaintiff Euclid filed the first civil case against certain of the Defendants on behalf of a proposed class of direct purchasers, seeking damages arising from Defendants’ alleged violations of the Sherman Antitrust Act. Plaintiffs’ claims, as amended, survived Defendants’ motion to dismiss. Following extensive discovery by the Parties—including substantial document productions, numerous sets of interrogatories, and ten 30(b)(6) depositions—the Parties engaged in a Court-ordered mediation before former United States Chief Magistrate Judge Edward Infante in the weeks leading up to the deadline for Plaintiffs to file their class certification motion. As a result of that mediation, the Parties have reached a global settlement.

This Settlement is an outstanding result for the Settlement Class—providing \$85,000,000.00 in cash compensation. This sum not only provides the Settlement Class with ample relief but also comes at a relatively early stage in the litigation, which is particularly significant in an antitrust case because such cases often last for years. This resolution thus spares the Settlement Class both litigation risks and substantial litigation costs, preserving more funds for the Settlement Class. The Settlement is fair, reasonable, and adequate, and the Settlement Class satisfies the class

¹ Plaintiffs are: Euclid Fish Company (“Euclid”); Euro USA Inc.; Schneider’s Fish and Sea Food Corporation; and The Fishing Line LLC. Defendants are: Mowi ASA (f/k/a Marine Harvest ASA), Mowi USA, LLC (f/k/a Marine Harvest USA, LLC), Mowi Canada West, Inc. (f/k/a Marine Harvest Canada, Inc.), and Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine, LLC); Grieg Seafood ASA, Grieg Seafood BC Ltd., Grieg Seafood North America Inc. (f/k/a Ocean Quality North America Inc.), Grieg Seafood USA Inc. (f/k/a Ocean Quality USA Inc.), and Grieg Seafood Premium Brands, Inc. (f/k/a Ocean Quality Premium Brands, Inc.); Sjør AS; SalMar ASA; Lerøy Seafood AS and Lerøy Seafood USA Inc.; and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS. Defendants, collectively with Plaintiffs, are referred to as “Parties”. Capitalized terms not defined herein shall have the same definitions ascribed to them in the Settlement Agreement.

certification requirements of Rule 23 for settlement purposes. Moreover, the proposed Notice Program meets all applicable legal requirements under Rule 23 and constitutional due process.

Accordingly, Plaintiffs respectfully request that the Court enter the proposed order granting preliminary approval of the Settlement, certification of the proposed Settlement Class, and approval of the Notice Program. Plaintiffs also ask that the Court vacate all other deadlines and enter the proposed schedule.

II. BACKGROUND AND PROCEDURAL HISTORY

A. The Litigation

On April 23, 2019, Euclid filed the first complaint, *Euclid Fish Co. v. Mowi ASA et al.*, 19-21551-cv, ECF No. 1 (S.D. Fla. Apr. 23, 2019) (“*Euclid*”). *Euclid* was premised upon counsel’s review of publicly available material, analysis of market conditions, and research into the EC’s investigation targeting numerous Defendants. After it was amended and numerous other similar complaints were filed, the Court consolidated the cases into the above-captioned action. ECF Nos. 53, 56, 57, 94. Following consolidation, the Court appointed Class Counsel as Interim Co-Lead Counsel on behalf of Plaintiffs and the proposed class. ECF No. 97 at 3.

Plaintiffs filed an amended complaint in August 2019 and successfully sought production of over 183,000 documents that Defendants had produced to the DOJ and the EC. *See* ECF Nos. 168, 243. This discovery provided additional details about the Defendants and the antitrust claims. Cermaq was added as a Defendant in Plaintiffs’ Second Consolidated Amended Complaint (“SCAC”). Defendants’ motion to dismiss the SCAC was denied, and the Court lifted the discovery stay. *See* ECF No. 307, 308.

Discovery then began in earnest. In response to Plaintiffs’ discovery requests, Defendants produced more than 872,000 documents, amounting to more than 62 million pages, and responded to multiple interrogatories. Plaintiffs also responded to Defendants’ interrogatories and document discovery, producing more than 95,000 documents, amounting to more than 163,000 pages.

In October 2021, Plaintiffs filed their Third Consolidated Amended Complaint (“TCAC”). The TCAC explicitly alleged a claim under the “Rule of Reason” doctrine against all Defendants, alleging that they engaged in information exchanges that violated Sections 1 and 3 of the Sherman Act. ECF No. 447. In the TCAC, Plaintiffs allege that Defendants unlawfully coordinated to fix the prices charged to direct purchasers of farm-raised Atlantic salmon and products derived therefrom. Defendants were alleged to have done so by both (1) applying a coordinated strategy

to fix, raise, or stabilize spot prices of farmed Norwegian salmon through inter-competitor transactions reported to the NASDAQ Salmon Index and (2) coordinating sales prices and exchanging commercially sensitive information to reduce competition among Defendants for salmon, thereby facilitating supra-competitive spot pricing reported by NASDAQ.

Over the last two years, Plaintiffs have vigorously prosecuted their claims, including successfully opposing a motion to dismiss, reviewing hundreds of thousands of documents and dozens of interrogatory responses, and participating in nearly 30 discovery hearings. Plaintiffs also acquired Defendants' transaction data and worked with Dr. Tasneem Chipty of AlixPartners to analyze the class-wide impact and damages resulting from Defendants' alleged actions, and to conduct other significant analyses of Defendants' transaction data and related NASDAQ materials.

B. The Settlement

On March 8-9, 2022, pursuant to the Court's order, ECF No. 381, the Parties engaged in a mediation conducted by retired Chief Magistrate Judge Edward Infante (N.D. Cal.). Following extensive negotiations over two days, the Parties arrived at the rough terms of a potential global settlement. The Parties spent the next several weeks negotiating and documenting their agreement, ultimately executing the Settlement on May 25, 2022. *See* Prieto Decl., Ex. A ("Settlement Agreement" or "SA"). Plaintiffs now move the Court for preliminary approval of the Settlement and related Notice Plan.

The Settlement provides significant relief for the Settlement Class and was negotiated at arm's length between the Parties. In exchange for releasing claims against Defendants in this litigation, Defendants have agreed to pay \$85,000,000.00 into a Settlement Fund upon which Settlement Class Members can make claims. SA ¶¶ 1.v & 2. The Settlement Class is:

All persons and entities in the United States, their territories, and the District of Columbia who purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more Defendants from April 10, 2013 until the date of Preliminary Approval. Excluded from the Settlement Class are the Court and its personnel and any Defendants and their parent, subsidiary, or affiliated companies.

SA ¶ 5. The Released Claims provision is set forth in Paragraph 1.r of the Settlement Agreement. The Released Claims provision excludes unrelated claims and explicitly notes that "the Released Claims" do not include the following Claims: "(a) Claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of

product warranty, or breach of contract; (b) Claims based upon a Releasing Party's purchase(s) of farm-raised Atlantic salmon from the Released Parties (or any one of them) occurring outside the United States or its territories for use or consumption outside of the United States or its territories; or (c) Claims brought under any state law for indirect purchases of farm-raised Atlantic Salmon, including, but not limited to, the Claims brought by the indirect purchasers in *Wood Mountain Fish LLC., et. al. v. Mowi ASA, et. al.*, 19-cv-22128 (S.D. Fla.), and any related indirect purchaser cases consolidated thereunder." SA ¶ 1.r.

Defendants have also agreed to deposit the Settlement Amount into the Escrow Account within 10 calendar days after Preliminary Approval of the Settlement by the Court. After Preliminary Approval, Class Counsel may pay from the Settlement Fund, without further approval from Defendants or the Court, the costs and expenses reasonably and actually incurred up to the sum of USD \$150,000 in connection with providing notice and the administration of the settlement. Funds expended from this amount will not be reimbursed in the event that final approval is not granted.

The Settlement Agreement permits Class Counsel to apply to the Court for attorneys' fees and reimbursement of advanced costs. SA ¶ 2. Class Counsel have diligently litigated this case for approximately three years on a contingency basis, and they intend to seek a reasonable fee award not to exceed 30% of the Settlement Fund. Class Counsel will likewise seek to recover the expenses they have incurred in the litigation in an amount no greater than \$2,250,000. This amount includes costs of expert fees, foreign language review attorneys and translators, document review vendors, and deposition-related costs. Class Counsel may also request service awards for the named Plaintiffs to be paid from the Settlement Fund, if Eleventh Circuit law permits. The Settlement Agreement is neither dependent nor conditioned upon the Court approving the aforementioned fee, expense, and service payments.

With one exception, the Settlement Agreement represents the complete agreement between the Parties. The Parties have separately agreed to terms permitting the Defendants to terminate the Settlement Agreement should the total volume of commerce represented by Settlement Class Members opting for exclusion from the Settlement Class exceed a certain number. Those terms, and the specific number, will remain confidential and only be disclosed to the Court, which will be provided a copy of the separate agreement for *in camera* review upon request.

C. The Settlement Notice and Claims Process

Plaintiffs have retained third-party administrator, JND Legal Administration (“JND”) to conduct the notice and claims administration of the Settlement. As set forth in the supporting Declaration of Gina M. Intrepido-Bowden, the proposed notice plan includes direct notice of the Settlement to be provided via direct mail to the Settlement Class Members at the addresses collected from Defendants’ transactional data. Declaration of Gina Intrepido-Bowden ¶ 12. Publication notice will also be given via a press release, and given the industry-wide interest in this case, it is likely to be picked up by relevant media outlets, including those known to report on this case. *Id.* The proposed notice (“Notice”) will clearly communicate Settlement Class Members’ rights and options under the Settlement in plain, easily understood language, and is attached as Exhibit B to the Declaration of Gina Intrepido-Bowden.

Under Plaintiffs’ proposed plan of allocation, Settlement Class Members can make claims for their *pro rata* share of the Settlement Amount. As explained in the Notice, Plaintiffs will use the transactional data produced by Defendants to determine each Settlement Class Member’s individual volume of commerce. JND plans to establish a secure online portal whereby Settlement Class Members can check and verify their volume of commerce. Settlement Class Members who dispute their volume of commerce can submit documentation to JND and request reconsideration of the calculation. This plan reduces the burden of claim submission on Settlement Class Members. The proceeds of the Settlement will be distributed on a *pro rata* basis, and Settlement Class Members’ payment amounts could vary depending on the number of claims submitted. This process will be clearly and fully explained both in the Settlement Class Notice and on a dedicated website available to Settlement Class Members.

III. LEGAL STANDARD

Federal Rule of Civil Procedure 23(e) requires judicial approval for the compromise of claims brought on a class basis. “[S]uch approval is committed to the sound discretion of the district court.” *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992).² In exercising that discretion, courts are mindful of the “strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (“*Bennett*”). The policy favoring settlement is especially relevant in class

² Unless otherwise noted, citations are omitted and emphasis is added.

actions, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Ass’n for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466 (S.D. Fla. 2002) (“There is an overriding public interest in favor of settlement, particularly in class actions that have the well-deserved reputation as being most complex.”).

In December of 2018, the Rules Committee revised Federal Rule of Civil Procedure 23 to formalize the preliminary approval process for district courts when first evaluating a proposed class action settlement. *See* Fed. R. Civ. P. 23(e)(1). Under the “new” rule, “[t]he court must direct notice [of the proposed settlement] in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties’ showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Under the Rule, courts may approve a settlement proposal on a finding that it is fair, reasonable, and adequate after considering whether (a) the class representatives and class counsel have adequately represented the class; (b) the proposal was negotiated at arm’s length; (c) the relief provided for the class is adequate, taking into account: i. the costs, risks, and delay of trial and appeal; ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required; iii. the terms of any proposed award of attorney’s fees, including timing of payment; and iv. any agreement required to be identified under Rule 23(e)(3); and (d) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2); *Fruitstone v. Spartan Race Inc.*, No. 1:20-CV-20836, 2021 WL 354189, at *4–5 (S.D. Fla. Feb. 2, 2021) (“*Fruitstone*”).

The Eleventh Circuit also continues to instruct district courts to consider the “*Bennett* factors” in assessing whether a proposal is “fair, reasonable, and adequate.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir.), *cert. denied sub nom. Huang v. Spector*, 142 S. Ct. 431 (2021), and *cert. denied sub nom. Watkins v. Spector*, 142 S. Ct. 765 (2022). Those factors include (1) “the likelihood of success at trial”; (2) “the range of possible recovery”; (3) “the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable”; (4) “the complexity, expense and duration of litigation”; (5) “the substance and amount of opposition to the settlement”; and (6) “the stage of proceedings at which the settlement was achieved.” *Id.*

The Court's Preliminary Approval will allow all Settlement Class Members to receive notice of the Settlement's terms and the date and time of the Fairness Hearing at which Settlement Class Members may be heard and at which further evidence and argument concerning the fairness, adequacy, and reasonableness of the Settlement may be presented by the Parties. *See* MANUAL FOR COMPLEX LITIG., §§ 13.14, 21.632. A hearing is not required at the preliminary approval stage; the Court may grant such relief upon an informal application by the Parties. *Id.* § 13.14.

IV. ARGUMENT

A. **The Settlement is Likely to Be Approved.**

1. **The Settlement Class Has Been Adequately Represented – Rule 23(e)(2)(A).**

Class Counsel and the Plaintiffs have more than adequately represented the Settlement Class in this matter. The named Plaintiffs have diligently represented the Settlement Class's interests throughout the litigation by aggressively advocating for the interests shared among all Settlement Class Members. Plaintiffs have also represented the Settlement Class by participating in and responding to discovery, including producing nearly 100,000 documents and their purchase data, responding to written discovery, and assisting Class Counsel and their experts in understanding the salmon industry. These named Plaintiffs have each devoted significant time and resources to achieve financial relief to the Settlement Class as a whole. The Settlement itself is further proof of Plaintiffs' adequacy. *See Tweedie v. Waste Pro of Fla.*, 8:19-cv-1827, 2021 WL 3500844, at *6 (M.D. Fla. May 4, 2021) ("[B]y reaching a class-wide settlement of the claims in this action, Tweedie demonstrated that she is generally adequate to prosecute the action and conduct the proposed litigation.").

Class Counsel—attorneys experienced in class actions and antitrust litigation—have also vigorously litigated Plaintiffs' claims and materially advanced the Settlement Class's interests. Class Counsel have collected significant document and deposition discovery from Defendants. Indeed, Class Counsel obtained hundreds of thousands of documents, totaling millions of pages of material, and retained specialized Norwegian-fluent reviewers to help them understand those documents. Class Counsel's significant discovery efforts are reflected in the nearly 30 discovery conferences they attended before Magistrate Judge Louis.

In addition, Class Counsel retained the services of Dr. Tasneem Chipty, a highly respected antitrust economist, to provide opinions concerning class-wide impact and damages. Class Counsel

and Dr. Chipty performed significant analyses of Defendants’ voluminous transaction data prior to the mediation. Class Counsel also served numerous interrogatories and took ten depositions of Defendants’ corporate representatives. Aside from engaging in this wide-ranging discovery and in both shepherding and learning from their expert, Class Counsel expended significant time and resources preparing amended complaints with strengthened allegations and in successfully responding to Defendants’ Motion to Dismiss. *See In re Health Ins. Innovations Sec. Litig.*, No. 8:17-CV-2186-TPB-SPF, 2021 WL 1341881, at *7 (M.D. Fla. Mar. 23, 2021) (factor satisfied where counsel “vigorously represented the Class” and reached a settlement after “an exhaustive factual investigation . . . prior to filing the Complaint,” “opposing Defendants’ motion to dismiss,” and “propounding discovery requests and reviewing responses from Defendants”), *report & recommendation adopted*, No. 8:17-CV-2186-TPB-SPF, 2021 WL 1186838 (M.D. Fla. Mar. 30, 2021). Class Counsel have more than adequately represented the Settlement Class’s interests.

2. The Settlement Was Negotiated at Arm’s Length – Rule 23(e)(2)(B).

The proposed Settlement satisfies the second Rule 23(e)(2) factor because it was achieved through arm’s length negotiations among capable counsel with the assistance and supervision of an experienced mediator, former federal Magistrate Judge, Edward Infante (N.D. Cal.). *See* Mediator’s Report, ECF No. 511-1. Prior to the mediation, there had been no settlement communications. Instead, the Parties were engaged in extensive discovery and aggressive litigation led by their experienced and knowledgeable counsel. *See* MANUAL FOR COMPLEX LITIG., § 30.42 (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery.”) (marks omitted); *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1318-19 (S.D. Fla. 2005) (Altonaga, J.) (“*Lipuma*”) (approving settlement where “benefits conferred upon the Class are substantial, and are the result of informed, arms-length negotiations by experienced Class Counsel”).

The use of a mediator supports the conclusion that the settlement process was not collusive. *See* Fed. R. Civ. P. 23(e)(2)(B) advisory committee’s note (2018) (“[T]he involvement of a neutral . . . in [the parties’] negotiations may bear on whether they were conducted in a manner that would protect and further the class interests.”); *Morris v. Affinity Health Plan*, 859 F. Supp. 2d 611, 618-19 (S.D.N.Y. 2012) (“The involvement of . . . an experienced and well-known . . . class action mediator[] is also a strong indicator of procedural fairness.”). And because of the extensive

discovery already conducted, the Parties were thoroughly informed about the facts of the case and the risks both sides would face absent settlement.³ The circumstances of the negotiation thus support a finding of fairness. *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 661 (S.D. Fla. 2011) (“*Checking*”) (“Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness.”).

3. The Proposed Relief Is Adequate – Rule 23(e)(2)(C).

The Settlement also satisfies the third factor, namely, whether “the relief provided for the class is adequate,” after considering the subfactors set forth in Rule 23(e)(2)(C).

a. Costs, risks, and delay of trial and appeal

In evaluating the fairness, reasonableness, and adequacy of a proposed settlement, a court must consider “whether the possible rewards of continued litigation with its risks and costs are outweighed by the benefits of settlement.” *Strube v. Am. Equity Inv. Life Ins. Co.*, 226 F.R.D. 688, 697-98 (M.D. Fla. 2005); *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 692 (S.D. Fla. 2014). Where “success at trial is not certain for Plaintiff[s],” this factor weighs in favor of approval. *Burrows v. Purchasing Power, LLC*, No. 1:12-CV-22800, 2013 WL 10167232, at *6 (S.D. Fla. Oct. 7, 2013). Accordingly, this factor strongly supports approval of the Settlement.

The relief provided to the Settlement Class by the proposed Settlement is substantial, particularly when considering the cost savings, increased certainty, and accelerated timing of payments to Settlement Class Members. Indeed, Plaintiffs have achieved an \$85,000,000.00 fund for a Settlement Class with approximately 800 members, ensuring that the Settlement Class Members’ recovery is far from nominal. While Plaintiffs were and remain optimistic about their ability to prevail upon the claims asserted, they are nonetheless realistic that antitrust class actions are notoriously difficult to prosecute, amplifying the litigation risks to the Settlement Class.⁴

³ See *Francisco v. Numismatic Guaranty Corp. of Am.*, No. 06-61677-CIV, 2008 WL 649124, at *11 (S.D. Fla. Jan. 31, 2008) (“Class Counsel had sufficient information to adequately evaluate the merits of the case and weigh the benefits against further litigation” where counsel received responses to interrogatories, document requests, conducted two 30(b)(6) depositions and obtained “thousands” of pages of documentary discovery).

⁴ See, e.g., *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005) (“Indeed, the history of antitrust litigation is replete with cases in which antitrust plaintiffs succeeded at trial on liability, but recovered no damages, or only negligible damages, at trial, or on appeal.”) (quotation omitted); *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 341 (E.D. Pa. 2007) (“*Auto Refinishing*”) (approving settlements in part because the “antitrust class action is

Plaintiffs’ successful prosecution of this case on behalf of the Settlement Class faced significant hurdles. Many of the Defendants are foreign entities, the alleged conduct occurred years ago and often involves personnel whom Defendants no longer employ. Absent the Settlement, Plaintiffs would have faced continued litigation risk because Defendants, represented by skilled legal counsel, would fiercely contest Plaintiffs’ claims at every stage, including class certification, summary judgment, and trial, as well as possible appeals at each of these stages. *See Lipuma*, 406 F. Supp. 2d at 1322 (likelihood that appellate proceedings could delay class recovery “strongly favor[s]” approval of a settlement). Indeed, even though Defendants have agreed to resolve this case, they continue to vigorously contest their liability. This Settlement ensures the Settlement Class an ample recovery while negating the significant risks of continued litigation, including the further accumulation of the substantial costs necessary to proceed.

b. Proposed method of distribution

A distribution plan should be approved when it allocates relief in a way that is “fair, adequate, and reasonable.” *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 241 (5th Cir. 1982); *In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1328 n.2 (S.D. Fla. 2001). Such a plan will pass muster so long as “it has a ‘reasonable, rational basis,’ particularly if ‘experienced and competent’ class counsel support it.” MCLAUGHLIN ON CLASS ACTIONS, § 6.23 (17th ed. 2020).

Each Settlement Class Member who submits a valid claim will be entitled to receive a cash payment in an amount based on the claim’s volume of commerce in comparison with the submissions of other claimants on a *pro rata* basis. The claims process in this case will be simple and straightforward, in part because Defendants kept records of their customers and their purchase amounts. Using an online portal, Settlement Class Members will be able to check and accept their claim volume based upon that data. In the event the Settlement Class Member’s own data differs, the Settlement Class Member can submit documentation of its volume of commerce for reevaluation by JND, subject to audit. After all claims are processed, JND will promptly distribute cash payments via check to Settlement Class Members. This distribution process, used in many other cases, is fair, adequate, and reasonable.⁵

arguably the most complex action to prosecute[;] [t]he legal and factual issues involved are always numerous and uncertain in outcome”) (quotation omitted).

⁵ *See, e.g., In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 14-CV-2058 JST, 2017 WL 2481782, at *5 (N.D. Cal. June 8, 2017) (distribution plan “‘fairly treats class members by awarding a pro rata share’ to the class members based on the extent of their injuries.”); *Four in*

c. Proposed award of fees, including time of payment

As set forth below in Appendix A, in advance of the deadline for Settlement Class Members to opt-out of the Settlement, Class Counsel will request an award of costs and attorneys' fees not to exceed 30% of the Settlement Fund. The requested award of costs and fees is reasonable.⁶ Moreover, Plaintiffs' fee request is, of course, subject to the Court's approval.

Class Counsel also intend to apply for up to \$150,000 from the Settlement Fund to pay for the actual costs and expenses incurred in connection with providing notice and the administration of the Settlement, as well as up to \$2,250,000 for costs and expenses in this case. The expenses for which Class Counsel will seek reimbursement are limited to matters essential for the litigation, primarily the work Plaintiffs' experts have undertaken. Class Counsel also incurred significant costs associated with hiring a team of contract reviewers fluent in Norwegian to review Defendants' documents, expenses which greatly assisted Plaintiffs in the litigation and procuring the Settlement.

The Settlement Agreement is neither dependent nor conditioned upon the Court approving any amount of fees, or, indeed, any payment of fees at all. *See* SA ¶ 2.

d. Identification of all agreements made in connection with the Proposal

Rules 23(e)(2)(C)(iv) and (e)(3) require identification of "any agreement made in connection with the [settlement] proposal." The only such agreement is set forth in the separate document (referenced in the Settlement Agreement) addressing the threshold volume of commerce opting out of the Settlement upon which Defendants may terminate it. SA ¶ 19. As discussed above, the Parties will provide this letter to the Court for *in camera* review upon request.

4. The Settlement Treats All Settlement Class Members Equitably – Rule 23(e)(2)(D).

The final Rule 23(e)(2) factor turns on whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). "Matters of concern could

One Co. v. S.K. Foods, L.P., 2:08-CV-3017 KJM EFB, 2014 WL 4078232, at *15 (E.D. Cal. Aug. 14, 2014) (approving "allocation providing for a pro rata distribution of the net settlement fund based on verified claimants' volume of qualifying purchases" as "fair, adequate, and reasonable").

⁶ *See In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330 (S.D. Fla. 2011) (awarding 30% fee, inclusive of expenses); *see also Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1243 (11th Cir. 2011) (affirming award above 25% benchmark); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1294 (11th Cir. 1999) (affirming award of fees based upon a benchmark of 30%).

include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(D) advisory committee’s note (2018). Here, the Settlement treats all Settlement Class Members equitably, with a fair method of accounting for distribution of the settlement proceeds on a *pro rata* basis, and no differences in the scope of relief between any Settlement Class Members.

5. The *Bennett* Factors Support Preliminary Approval.

The *Bennett* factors likewise support preliminary approval of the Settlement. *See Bennett*, 737 F.2d at 986. While Plaintiffs are confident in their case and have prevailed at significant stages of the litigation thus far—including overcoming Defendants’ motion to dismiss and succeeding on important discovery disputes—antitrust cases are complex and notoriously difficult to litigate. *See In re Motorsports Merch. Antitrust Litig.*, 112 F. Supp. 2d 1329, 1334 (N.D. Ga. 2000) (“*Motorsports*”) (“The fact that this is a complex, antitrust suit only adds to the uncertain outcome of the case should it proceed to the trial stage.”); *see also Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 559 (N.D. Ga. 2007) (“*Columbus*”) (“courts have found that antitrust actions generally present complex, novel issues, and that plaintiffs can rarely guarantee recovery at trial.”). Indeed, this case presents its own complex issues, including foreign Defendants, conduct primarily occurring internationally, and much of the most pertinent discovery maintained in Norwegian. These issues and others are hurdles to the Settlement Class’s ultimate recovery. Thus, the first and fourth *Bennett* factors support preliminary approval.

With respect to the other two *Bennett* factors—the range of possible recovery and the point on or below the range at which a settlement is fair, adequate and reasonable—Plaintiffs have achieved a substantial recovery of \$85 million for the Settlement Class. The Settlement also resolves the burdens and risks associated with prosecuting a complex antitrust class action with international dimensions. Plaintiffs are aware that they “will continue expending a great deal of time and money to attempting to recover a judgment that may not succeed or result in any larger recovery.” *Columbus*, 258 F.R.D. at 559; *Motorsports*, 112 F. Supp. 2d at 1334 (“[A]ny victory that the Plaintiffs may obtain at trial could be tied up in the appellate process for years, effectively delaying or even eliminating any possible recovery.”). This is a significant result—providing tens of millions of dollars of relief to the Settlement Class.

The fifth factor additionally supports preliminary approval because no opposition to the

Settlement currently exists or is anticipated. The Settlement was negotiated at arm's length under the guidance of a respected mediator over the course of two days, and it provides significant relief to the Settlement Class.

The final *Bennett* factor—the timing of the settlement—likewise supports preliminary approval. While this litigation has already lasted nearly three years, the Settlement has been achieved after the Parties have conducted significant discovery and are thus aware of the strengths and weaknesses of the litigation, yet not so late as to have incurred too significant costs or become an unnecessary burden on the resources of the Parties or the Court. *See Lipuma*, 406 F. Supp. 2d at 1323-24 (“Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’”) (quotation omitted); *Motorsports*, 112 F. Supp. 2d at 1337 (“An antitrust class action is arguably the most complex action to prosecute. The legal and factual issues involved are always numerous and uncertain in outcome. A trial would take weeks, if not months to complete, notwithstanding the massive pretrial preparation that would be required of the parties.”). Litigating this action has already taken significant resources, including expert analysis, the use of Norwegian-language reviewers, and the considerable expenditure of time briefing and arguing motions and discovery disputes. And there are still major case milestones ahead, including class certification, the close of discovery in December of 2022, dispositive motions, *Daubert* motions, and of course, trial, which is set for next year. Instead, the “[s]ettlement will alleviate the need for judicial exploration of these complex subjects, reduce litigation cost, and eliminate the significant risk that individual claimants might recover nothing.” *Lipuma*, 406 F. Supp. 2d at 1323 (quotation omitted).

In sum, the *Bennett* factors, in addition to the Rule 23 factors, support preliminary approval.

B. The Proposed Settlement Class Meets the Requirements for Conditional Class Certification for Settlement Purposes.

Rule 23(e)(1)(B)(ii) also requires that the Parties demonstrate that certification of the Settlement Class for settlement purposes is likely. As discussed below, the proposed Settlement Class here satisfies the applicable requirements of Rule 23(a) and of Rule 23(b)(3).⁷ Plaintiffs,

⁷ A settlement class must satisfy all provisions of Rule 23(a), plus one of the subdivisions of Rule 23(b). *See* Fed. R. Civ. P. 23. Rule 23(a) requires Plaintiffs to establish that: (1) the members of the proposed class are so numerous that joinder of the individual claims would be impracticable; (2) there are questions of law or fact common to the class; (3) the claims of the proposed class representatives are typical of the claims of the class members; and (4) the proposed class

therefore, respectfully request that the Court certify the Settlement Class for settlement purposes. *See Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (“A class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.”) (internal marks omitted).

1. Settlement Class Members are Sufficiently Numerous that Joinder Is Impracticable.

The first factor in Rule 23(a) is satisfied because the Settlement Class consists of approximately 800 persons throughout the United States and joinder of all those Settlement Class Members is impracticable. *See* Fed. R. Civ. P. 23(a)(1); *Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

2. There Are Common Issues of Law and Fact.

“[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (“*Williams*”) (internal marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Courts in the Eleventh Circuit “have consistently held that allegations of price-fixing, monopolization, and conspiracy by their very nature involve common questions of law or fact.” *In re Delta/AirTran Baggage Fee Antitrust Litig.*, 317 F.R.D. 675, 694 (N.D. Ga. 2016) (citations omitted); *see also Richburg v. Palisades Collection LLC*, 247 F.R.D. 457, 462 (E.D. Pa. 2008) (““Antitrust, price-fixing conspiracy cases, by their nature, deal with common legal and factual questions . . .””) (quotation omitted).

This case is no different. Numerous questions of law and fact centering on Defendants’ alleged common course of conduct in selling salmon to Settlement Class Members at prices that Plaintiffs assert were inflated by Defendants’ alleged conspiracy, as set forth in the operative Third

representatives will adequately represent the interests of the class. Fed. R. Civ. P. 23(a). Rule 23(b)(3) requires that the common questions of law and fact must predominate over individual questions, and the class must be superior to other available methods for fairly and efficiently adjudicating the controversy. “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (“*Amchem*”).

Amended Consolidated Class Action Complaint, are common to the Settlement Class. *See Checking*, 275 F.R.D. at 676.

Proof of Defendants' alleged conspiracy to fix prices of Atlantic farm-raised salmon will be the heart of this case at trial and is crucial to the claims of all Settlement Class Members. Each Settlement Class Member must prove the existence, scope, effectiveness, and impact of this alleged conspiracy, as well as the appropriate monetary relief to remedy the injury allegedly caused by Defendants. Rule 23(a)(2) is thus satisfied by common questions, including all factual and legal questions to determine whether Defendants violated Section 1 of the Sherman Act, such as:

- whether Defendants and their co-conspirators entered into an agreement to fix, raise, or maintain salmon prices in interstate commerce in the United States?
- whether each Defendant entered into the agreement?
- whether such agreement was a violation of Section 1 of the Sherman Act?

The proposed Settlement Class will readily satisfy the commonality requirement at final approval.

3. Plaintiffs' Claims Are Typical of the Settlement Class's Claims.

Rule 23(a)(3) requires that the "claims or defenses of the representative parties [must be] typical of the claims or defenses of the class." The Eleventh Circuit explained that "[t]he claim of a class representative is typical if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory. A class representative must possess the same interest and suffer the same injury as the class" *Williams*, 568 F.3d at 1357. Typicality will not be destroyed by factual variations between the class representatives and the unnamed class members. *Id.* at 1357 ("typicality requirement may be satisfied despite substantial factual differences when there is a strong similarity of legal theories").

Plaintiffs' claims are typical of the proposed Settlement Class's claims because Plaintiffs' claims arise from the same course of conduct as the claims of the other members of the proposed Settlement Class, namely, the Defendants' alleged violations of the antitrust laws. Each Plaintiff alleges that it paid inflated prices arising from Defendants' misconduct and asserts claims under the same legal theories. As such, the typicality factor will be satisfied at final approval.

4. Plaintiffs Have Adequately Represented the Settlement Class.

In assessing adequacy, here, Plaintiffs "share the same interests as absent class members, assert claims stemming from the same event that are the same or substantially similar to the rest of the class, and share the same types of alleged injuries as the rest of the class." *In re Equifax Inc.*

Customer Data Sec. Breach Litig., No. 1:17-md-2800-TWT, 2020 WL 256132, at *5 (N.D. Ga. Mar. 17, 2020).⁸ Each Plaintiff has the same incentive to seek an equitable share of the Settlement Fund as absent Settlement Class Members; there is no divergence between their interests. And Plaintiffs have furthered their shared interests with other Settlement Class Members by selecting well-qualified counsel, who are highly experienced and capable in the field of class action and antitrust litigation. Class Counsel have litigated scores of such cases to resolution—through both settlement and trial—and are recognized as top practitioners in their field. Plaintiffs have prosecuted the action by participating in the discovery process, subjecting themselves to substantial document productions and providing interrogatory responses necessary to propel the case forward. Because Plaintiffs’ interests align with those of the Settlement Class and they have adequately prosecuted the action to a beneficial resolution, Rule 23’s adequacy factor will be satisfied at final approval.

5. The Proposed Settlement Class Satisfies Rule 23(b)(3) for Settlement Purposes.

a. Common questions predominate over individualized issues.

The predominance requirement of Rule 23(b)(3) requires that “[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (“*Sacred Heart*”) (internal marks omitted). “Common issues of fact and law predominate if they have a direct impact on every class member’s effort to establish liability and on every class member’s entitlement to injunctive and monetary relief.” *Babineau v. Fed. Express Corp.*, 576 F.3d 1183, 1191 (11th Cir. 2009) (citations omitted).

If they were to file their own individual actions, the proposed Settlement Class Members here would seek to prove their claims by using the same class-wide evidence of Defendants’ alleged agreement to fix, raise, or stabilize salmon prices and of the wrongful exchange of price-driving, competitively sensitive information among Defendants. They would not introduce a “great

⁸ The adequacy requirement “serves to uncover conflicts of interest between named parties and the class they seek to represent.” *Amchem*, 521 U.S. at 594. The Court must determine: “(1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action.” *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1323 (11th Cir. 2008).

deal of individualized proof or argue a number of individualized legal points” to establish the elements of their claims. *Sacred Heart*, 601 F.3d at 1170; *Checking*, 275 F.R.D. at 660. Thus, for purposes of settlement, predominance is satisfied here.

b. A class action is superior to the alternate methods of adjudication.

Because of the large number of potential claims, the desirability for consistency in adjudications of these claims, the limited interest that Settlement Class Members would have in controlling the prosecution of claims, and the economic factors that would render individual actions cost-prohibitive, a class action is also the superior means of adjudication. *See In re Health Ins. Innovations Secs. Litig.*, No. 8:17-CV-2186-T-60SPF, 2020 WL 10486665, at *6 (M.D. Fla. Oct. 21, 2020) (“Here, the thousands of potential claims, the desirability of consistent adjudication of those claims, the high probability that individual members of the proposed class would not have a great interest in controlling the prosecution of the claims, and the economical hurdles that would make litigating the issues individually less feasible – all these factors weigh in favor of a class action as the preferable method for adjudicating these claims.”); *report & recommendation adopted*, 2020 WL 10486666 (M.D. Fla. Nov. 19, 2020); *see* Fed. R. Civ. P. 23(b)(3).⁹ “And because Plaintiff seeks class certification for settlement purposes, the Court need not inquire into whether this Action, if tried, would present intractable management problems.” *Fruitstone*, 2021 WL 354189, at *4 (citing *Amchem*, 521 U.S. at 620).

For these reasons, the Court should certify the Settlement Class for purposes of settlement.

C. The Proposed Notice is the Best Practicable Under the Circumstances.

Where there is a class settlement, Rule 23(e)(1) requires the court to “direct notice in a reasonable manner to all class members who would be bound by the proposal.” In the context of Rule 23(b)(3) actions, “the court must direct to class members the best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B).

The Due Process Clause also requires that class members be apprised of the action and afforded an opportunity to object. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985).

⁹ In determining whether a class action is a superior means of adjudicating a controversy, courts look to four factors: (A) the class members’ interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action. Fed. R. Civ. P. 23(b)(3)(A)-(D); *see Amchem*, 521 U.S. at 620.

Courts may exercise substantial discretion in determining an appropriate notice plan. *See Juris v. Inamed Corp.*, 685 F.3d 1294, 1317 (11th Cir. 2012). The best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). To satisfy this standard, “[n]ot only must the substantive claims be adequately described but the notice must also contain information reasonably necessary to make a decision to remain a class member and be bound by the final judgment or opt out of the action.” *Twigg v. Sears, Roebuck & Co.*, 153 F.3d 1222, 1227 (11th Cir. 1998) (internal marks omitted); *see also* MANUAL FOR COMPLEX LITIG., § 21.312 (listing relevant information).

Here, the proposed notice plan should be approved because it is the best notice that is practicable under the circumstances and fully comports with due process and Rule 23. Intrepido-Bowden Decl. ¶ 12. JND have designed a notice program that provides individual, direct notice via U.S. mail to the Settlement Class Members, with skip tracing and other methods to find changed addresses as well as a press release providing publication notice of the Settlement. The Notice describes, in straightforward language, Settlement Class Members’ rights under the settlement and all other relevant information.¹⁰ *See* 4 NEWBERG ON CLASS ACTIONS § 11:53 (4th ed. 2002) (notice is “adequate if it may be understood by the average class member”). The Notice is also consistent with the sample provided by the Federal Judicial Center.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court vacate all currently pending case deadlines and enter the proposed order preliminarily approving the Settlement Agreement, directing notice of the proposed Settlement to the Settlement Class, appointing Class

¹⁰ The Notice includes: (i) the case caption; (ii) a description of the Settlement Class; (iii) a description of the Settlement Agreement, including the monetary consideration provided to the Settlement Class; (iv) the names of Class Counsel; (v) information about and the date of Fairness Hearing (vi) information about the deadline for filing objections to the Settlement Agreement; (vii) a statement of the deadline for filing requests for exclusion from the Settlement Class; (viii) the consequences of exclusion or remaining in the Settlement Class; (ix) how Class Counsel will be compensated and that additional information regarding Class Counsel’s fees and costs will be posted on the website prior to the deadline for objections; and (x) how to obtain further information about the proposed Settlement Agreement, including through the website maintained by the Claims Administrator that will include links to the notice, motion for approval, and for attorneys’ fees and other important documents in the case. *See* Fed. R. Civ. P. 23(c)(2)(B).

Counsel and the Settlement Class Representatives for settlement purposes, and setting a hearing for the purpose of deciding whether to grant final approval of the Settlement. As set forth in the Proposed Order, Plaintiffs propose the schedule in Appendix A to effectuate the Settlement and final approval.

Dated: May 25, 2022

Respectfully submitted,

HAUSFELD LLP

Michael P. Lehmann (pro hac vice)
Christopher L. Lebsock (pro hac vice)
Samantha J. Stein (pro hac vice)
600 Montgomery St. #3200
San Francisco, CA 94111
Tel: (415) 633-1908
mlehmann@hausfeld.com
clebsock@hausfeld.com
sstein@hausfeld.com

HAUSFELD LLP

Reena A. Gambhir (pro hac vice)
Timothy S. Kearns (pro hac vice)
Jane Shin (pro hac vice)
888 16th Street, N.W., Suite 300
Washington D.C. 20006
Tel: (202) 540-7200
rgambhir@hausfeld.com
tkearns@hausfeld.com
jshin@hausfeld.com

*Interim Class Counsel for Direct
Purchaser Plaintiff Class*

PODHURST ORSECK, P.A.

/s/ Peter Prieto
Peter Prieto, FBN 501492
John Gravante, III, FBN 617113
Matthew P. Weinshall, FBN 84783
Alissa Del Riego, FBN 99742
Christina H. Martinez, FBN 1029432
SunTrust International Center
One S.E. 3rd Ave, Suite 2300
Miami, FL 33131
Tel: (305) 358-2800
pprieto@podhurst.com
jgravante@podhurst.com
mweinshall@podhurst.com
adelriego@podhurst.com
cmartinez@podhurst.com

*Interim Class Counsel for Direct Purchaser
Plaintiff Class*

CERTIFICATE OF SERVICE

I hereby certify that on May 25, 2022, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served this day on all counsel of record via transmission of notice of Electronic Filing generated by CM/ECF.

By: /s/ Peter Prieto
Peter Prieto

APPENDIX A**Proposed Schedule**

Defendants to complete provision of CAFA Notice (<i>see</i> SA ¶ 20).	10 days after motion for preliminary approval
Deadline for disseminating Settlement Notice	5 days after entry of preliminary approval order
Plaintiffs to file a motion for award of attorneys' fees and costs and deadline to file affidavit attesting that Settlement Notice was disseminated as ordered	14 days after entry of preliminary approval order
Deadline for Settlement Class members to opt out of the Settlement Class and/or of the Settlement and deadline to object to the Settlement	35 days after deadline for disseminating Settlement Notice
Deadline for filing Final Approval Motion and list of persons who made timely and proper Requests for Exclusion (under seal)	60 days after entry of preliminary approval order
Final approval and fairness hearing	90 days after entry of preliminary approval order
Deadline to submit a claim	30 days after the final approval and fairness hearing

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 19-21551-CIV-ALTONAGA/Louis

In re:

**FARM-RAISED SALMON
AND SALMON PRODUCTS
ANTITRUST LITIGATION**

DECLARATION OF PETER PRIETO

I, Peter Prieto, declare and state as follows:

1. I am a partner at Podhurst Orseck P.A., which along with Hausfeld LLP, was appointed by the Court to represent the Plaintiffs in *In re Farm-Raised Salmon And Salmon Products Antitrust Litigation*, No. 19-21551-CIV-ALTONAGA/Louis (S.D. Fla.). This declaration is respectfully submitted in support of Plaintiffs' unopposed Motion for Preliminary Approval of the Settlement Agreement with all Defendants. I make this declaration based on my personal knowledge and, if called as a witness, could competently testify to the following information.

2. On March 8-9, 2022, pursuant to the Court's order, ECF No. 381, the Parties engaged in a mediation conducted by retired Chief Magistrate Judge Edward Infante in the weeks leading up to the deadline for Plaintiffs to file their class certification motion. Following extensive negotiations over two days, the Parties arrived at the rough terms of a potential global settlement resolving all claims in the litigation. Over the following weeks, the Parties memorialized their agreement in the Settlement Agreement and signed the agreement on May 25, 2022. A true and correct copy of the Settlement Agreement is attached as Exhibit A.

3. Prior to the mediation, there had been no settlement communications. Instead, the Parties were engaged in extensive discovery and aggressive litigation led by their experienced and knowledgeable counsel.

4. At the time of the mediation, the Parties had engaged in document discovery, interrogatories, and depositions. Among other things, in response to Plaintiffs' discovery requests, Defendants produced more than 872,000 documents, amounting to more than 62 million pages, and responded to multiple interrogatories. Plaintiffs also responded to Defendants' interrogatories and document discovery, producing more than 95,000 documents amounting to more than 163,000 pages. Plaintiffs also took the depositions of ten of Defendants' corporate representatives pursuant to Federal Rule of Civil Procedure 30(b)(6). Plaintiffs also acquired Defendants' transactional data and worked with Dr. Tasneem Chipty of AlixPartners to analyze the class-wide impact and damages resulting from Defendants' alleged actions and to conduct other significant analyses of Defendants' transactional data and related NASDAQ materials. The parties also participated in nearly 30 discovery hearings before Magistrate Judge Lauren Louis. Because of the extensive discovery already conducted, the Parties were thoroughly informed about the facts of the case and the risks both sides would face absent settlement.

5. Class Counsel believe that the settlement, providing \$85 million in cash to members of the proposed Settlement Class, is a significant result, particularly when considering the cost savings, increased certainty, and accelerated timing of payments to the Settlement Class, which is comprised of approximately 800 members. Plaintiffs were and remain optimistic about their ability to prevail upon the claims asserted, but they are also realistic that antitrust class actions are notoriously difficult to prosecute, amplifying the litigation risks to the class. Additionally, many of the Defendants are foreign entities, and the alleged conduct occurred years ago and often involved personnel whom Defendants no longer employ. Absent the Settlement, Plaintiffs would have faced continued litigation risks because Defendants, represented by skilled legal counsel, would fiercely contest Plaintiffs' claims at every stage, including class certification, summary judgment, and trial, as well as possible appeals at each of these stages.

6. Plaintiffs have retained third-party administrator, JND Legal Administration (“JND”), to conduct the notice and claims administration of the Settlement. The proceeds of the Settlement will be distributed on a *pro rata* basis, and Settlement Class Members’ payment amounts could vary depending on the number of claims submitted. This process will be clearly and fully explained both in the Settlement Class Notice and on a dedicated website available to Settlement Class Members.

7. Plaintiffs have retained City National Bank of Florida as the escrow agent for the settlement fund should the Court grant preliminary approval.

8. The four named Plaintiffs have each devoted significant time and resources to achieve financial relief for the Settlement Class as a whole. Plaintiffs have represented the class by participating in and responding to discovery, including production of nearly 100,000 documents and purchase data, responding to written discovery, and assisting Class Counsel and their experts in understanding the salmon market.

9. Class Counsel have likewise devoted significant time, resources, and diligence to this case. Class Counsel intend to apply for up to \$150,000 from the Settlement Fund to pay for the actual costs and expenses incurred in connection with providing notice and the administration of the Settlement, as well as up to \$2,250,000 for costs and expenses in this case. Those expenses are limited to matters essential for the litigation, primarily the work Plaintiffs’ expert has undertaken. Class Counsel also incurred significant costs associated with hiring a team of contract reviewers with fluency in Norwegian to review Defendants’ documents, expenses which greatly assisted Plaintiffs in the litigation and procuring the Settlement. Class Counsel will also seek attorneys’ fees as set out in the Motion for Preliminary Approval for their work and efforts in this case.

10. There are no side agreements made in connection with the Settlement Agreement except for the Confidential Opt-Out Agreement, which governs the numbers associated with opt-outs that would trigger Defendants’ ability to terminate the Settlement Agreement at their

discretion. The Parties will make the Opt-Out Agreement available to the Court for its *in camera* review upon request.

I declare under penalty of perjury under the laws of the United States that the foregoing statements are true and correct.

Dated: May 25, 2022

/s/ Peter Prieto
Peter Prieto

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 19-21551-CIV-ALTONAGA/Louis

In re:

**FARM-RAISED SALMON AND
SALMON PRODUCTS ANTITRUST LITIGATION**

**SETTLEMENT AGREEMENT BETWEEN ALL DEFENDANTS
AND THE DIRECT PURCHASER PLAINTIFFS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”), dated May 25, 2022 (“Execution Date”), is made and entered into by and among Defendants Mowi ASA (f/k/a Marine Harvest ASA); Mowi USA, LLC (f/k/a Marine Harvest USA, LLC); Mowi Canada West, Inc. (f/k/a Marine Harvest Canada, Inc.); Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine LLC); Grieg Seafood ASA; Grieg Seafood BC Ltd.; Grieg Seafood North America Inc. (f/k/a Ocean Quality North America Inc.); Grieg Seafood USA, Inc. (f/k/a Ocean Quality USA Inc.); Grieg Seafood Premium Brands, Inc. (f/k/a Ocean Quality Premium Brands, Inc.); Sjóir AS sued as Ocean Quality AS; SalMar ASA; Lerøy Seafood AS; Lerøy Seafood USA Inc.; Cermaq Group AS; Cermaq US LLC; Cermaq Canada Ltd.; and Cermaq Norway AS; and Direct Purchaser Plaintiffs Euclid Fish Company; Euro USA Inc.; Schneider’s Fish and Sea Food Corp.; and The Fishing Line LLC (collectively, the “Direct Purchaser Plaintiffs”), both individually and as representatives of the Settlement Class defined herein.

WHEREAS, in the instant class action *In Re Farm-Raised Salmon and Salmon Products Antitrust Litigation*, No. 19-21551-CIV-ALTONAGA/Louis, currently pending before the Honorable Cecilia Altonaga in the United States District Court for the Southern District of Florida, Direct Purchaser Plaintiffs have alleged that Defendants violated Sections 1 and 3 of the Sherman Antitrust Act (15 U.S.C. §§ 1, 3);

WHEREAS, Defendants deny each and all of the Claims and allegations of wrongdoing in the Litigation and all charges of wrongdoing or liability against them arising out of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation and have asserted a number of defenses to Direct Purchaser Plaintiffs' Claims;

WHEREAS, Class Counsel, who represent the Direct Purchaser Plaintiffs, have concluded, after an investigation into the facts and the law, and after carefully considering the circumstances of Claims made by Direct Purchaser Plaintiffs on behalf of themselves and the Settlement Class, and the possible legal and factual defenses thereto, that it is in the best interests of Direct Purchaser Plaintiffs and the Settlement Class to enter into this Settlement Agreement with Defendants to avoid the uncertainties and risks of further litigation, and that the settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class;

WHEREAS, Defendants, while denying that they have any liability for the Claims and believing that they have strong defenses to the Claims alleged, recognize that continued litigation of the Claims is likely to be expensive, time consuming, and distracting, have thus agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and thereby put to rest with finality this controversy by obtaining complete dismissal of the Litigation and a release by the Settlement Class Members of all Released Claims; and

WHEREAS, Class Counsel and Defendants have engaged in arm's-length settlement negotiations, assisted by a neutral mediator (United States Magistrate Judge Edward Infante (Ret.)), and have reached this Settlement Agreement, which, subject to the approval of the Court, embodies all of the terms and conditions of the settlement between Direct Purchaser Plaintiffs, both for themselves individually and on behalf of the Settlement Class and each member thereof, and Defendants.

NOW, THEREFORE, in consideration of the promises, covenants, agreements, and releases set forth herein and for other good and valuable consideration, and incorporating the above recitals herein, subject to the approval of the Court, it is agreed by the undersigned, on behalf of

the Defendants and the Direct Purchaser Plaintiffs, on behalf of themselves and the Settlement Class Members, that all existing and potential Claims that were raised or could have been raised in this Litigation arising from the conduct alleged in the Complaint as defined herein, be settled, compromised, and dismissed with prejudice as to the Defendants and the other Released Parties, and, except as hereinafter provided, without costs as to Direct Purchaser Plaintiffs, the Settlement Class Members, or Defendants, on the following terms and conditions.

1. General Definitions. The terms below and elsewhere in this Settlement Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement.

- a. “Affiliates” with respect to a company, means all other entities which, whether directly or indirectly, (1) are controlled by that company, (2) are under common control with that company, or (3) control that company. The term “control” as used in this definition means the power to individually or jointly with another entity direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or otherwise.
- b. “Claims” shall mean any and all actions, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, debts, liabilities, judgments, or remedies, whether equitable or legal.
- c. “Class Counsel” means Hausfeld LLP and Podhurst Orseck P.A.
- d. “Complaint” means the Direct Purchaser Plaintiffs’ Third Consolidated Amended Class Action Complaint filed in the Litigation on October 28, 2021 [ECF No. 447].
- e. “Court” means the United States District Court for the Southern District of Florida.
- f. “Defendants” refers to: Mowi ASA (f/k/a Marine Harvest ASA); Mowi USA, LLC (f/k/a Marine Harvest USA, LLC); Mowi Canada West, Inc. (f/k/a Marine Harvest Canada, Inc.); Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine

LLC) (collectively, “Mowi”); Grieg Seafood ASA; Grieg Seafood BC Ltd.; Grieg Seafood North America Inc. (f/k/a Ocean Quality North America Inc.); Grieg Seafood USA, Inc. (f/k/a Ocean Quality USA Inc.); and Grieg Seafood Premium Brands, Inc. (f/k/a Ocean Quality Premium Brands, Inc.) (collectively, “Grieg”); Sjør AS sued as Ocean Quality AS (“Sjør”); SalMar ASA (“SalMar”); Lerøy Seafood AS; Lerøy Seafood USA Inc. (collectively, “Lerøy”); and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS (collectively, “Cermaq”).

- g. “Defense Counsel” means the law firms of Mayer Brown LLP, Toth Funes, P.A., Freshfields Bruckhaus Deringer US LLP, Bowman and Brooke, LLP, Cleary Gottlieb Steen & Hamilton LLP, Akerman LLP, Skadden, Arps, Slate, Meagher & Flom LLP, Homer Bonner Jacobs Ortiz, P.A., Quinn Emanuel Urquhart & Sullivan, LLP, Leon Cosgrove, LLP, and Robins Kaplan LLP.
- h. “Direct Purchaser Plaintiffs” means the named class representatives Euclid Fish Company; Euro USA Inc.; Schneider’s Fish and Sea Food Corp.; and The Fishing Line LLC.
- i. “Effective Date” means the earliest date on which all of the events and conditions specified in Paragraph 15 herein have occurred or have been met.
- j. “Escrow Account” means the account or accounts meeting the requirements of Treas. Reg. § 1.468B-1(c)(3) to be established by Class Counsel for receipt of the Settlement Amount.
- k. “Execution Date” means the date on which all Parties have signed this Settlement Agreement.
- l. “Final Approval” means an order and Judgment by the Court that finally approves this Settlement Agreement and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses the Litigation with prejudice, which is to be consistent

in all material respects to the proposed order shared with Defendants pursuant to Paragraph 9.

- m. “Judgment” means the final order of judgment described in Paragraph 9 herein.
- n. “Litigation” means the litigation captioned *In Re Farm-Raised Salmon and Salmon Products Antitrust Litigation*, No. 19-21551-CIV-ALTONAGA/Louis, currently pending before the Honorable Cecilia Altonaga in the United States District Court for the Southern District of Florida and includes all related direct purchaser actions filed in or transferred to the United States District Court for the Southern District of Florida and consolidated thereunder and all such actions that may be so consolidated in the future.
- o. “Parties” means Direct Purchaser Plaintiffs, Settlement Class Members, and Defendants.
- p. “Person(s)” means an individual or an entity.
- q. “Preliminary Approval” means an order by the Court that is in all material respects consistent with the proposed order shared with Defendants pursuant to Paragraph 5, and which preliminarily approves the settlement set forth in this Settlement Agreement, certifies the proposed Settlement Class for purposes of settlement only, and directs notice thereof to the Settlement Class pursuant to Federal Rule of Civil Procedure 23.
- r. “Released Claims” shall mean all manner of Claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including without limitation costs, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Releasing Parties, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, related to or arising from conduct alleged in the Complaint or which could have been asserted

in the Litigation against the Released Parties, or any one of them, prior to the Effective Date, on account of, arising out of, resulting from, or related to in any respect the purchase, sale, pricing, discounting, manufacturing, offering, or distributing of farm-raised Atlantic salmon or products derived therefrom in the United States, including, without limitation, Claims arising under federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including without limitation the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. However, the Released Claims do not include the following Claims: (a) Claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of product warranty, or breach of contract; (b) Claims based upon a Releasing Party's purchase(s) of farm-raised Atlantic salmon from the Released Parties (or any one of them) occurring outside the United States or its territories for use or consumption outside of the United States or its territories; or (c) Claims brought under any state law for indirect purchases of farm-raised Atlantic Salmon, including, but not limited to, the Claims brought by the indirect purchasers in *Wood Mountain Fish LLC., et. al. v. Mowi ASA, et. al.*, 19-cv-22128 (S.D. Fla.), and any related indirect purchaser cases consolidated thereunder. This reservation of Claims does not impair or diminish the right of the Released Parties to assert any and all defenses to such Claims.

- s. "Released Parties" means, jointly and severally, individually and collectively: Defendants, including their respective predecessors, successors, present, past and future officers, directors, executives, employees, managing directors, agents, contractors, attorneys, legal or other representatives, parents (direct and indirect, including holding companies), divisions, subsidiaries, and Affiliates.
- t. "Releasing Parties" means, jointly and severally, and individually and collectively: Direct Purchaser Plaintiffs and all Settlement Class Members, their predecessors,

successors, present and former parents, subsidiaries, divisions, Affiliates, and departments, each of their respective past and present officers, directors, employees, agents, attorneys, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, regardless of whether a Settlement Class Member submits any claim for payment or receives any such payment pursuant to any claims process that may be established and approved by the Court.

- u. “Settlement Administrator” means the firm retained to disseminate the Settlement Class notice and to administer the payment of Settlement Funds to the Settlement Class, subject to approval of the Court.
- v. “Settlement Amount” means the sum of USD \$85,000,000.00 (eighty-five million United States Dollars).
- w. “Settlement Class” has the meaning given to it in Paragraph 6.
- x. “Settlement Class Member(s)” means each Person that is a member of the Settlement Class and has not timely and validly excluded himself, herself, or itself from the Settlement Class in accordance with the procedures established by the Court.
- y. “Settlement Class Period” means the period between April 10, 2013 until the date of Preliminary Approval.
- z. “Settlement Fund” means the dollar amount of the Settlement Amount plus any interest, income, or proceeds earned thereon after payment thereof by Defendants into the Escrow Account.

2. Settlement Consideration.

- a. The Settlement Amount represents an all-in cash settlement amount, inclusive of class recovery amounts, any named plaintiff incentive awards, fees (attorneys’ fees and other fees), and costs (including class notice costs). The Settlement Amount represents the full amount to be paid by Defendants pursuant to this Agreement,

and Defendants shall not be required to make any other payments for any other reason pursuant to this Agreement.

- b. Within ten (10) calendar days of the Court's grant of Preliminary Approval, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account. In the event that the foregoing date falls on a Saturday, Sunday, or U.S. or Norwegian bank holiday, the payment will be made on the next business day. The payment shall be made by wire transfer in immediately available funds.
 - c. Subject to the Court's approval, settlement funds may be disbursed only upon the Judgment becoming final and non-appealable, in accordance with the Court's Final Approval Order, except that Class Counsel may pay from the Settlement Fund, without further approval from Defendants or the Court, the costs and expenses reasonably and actually incurred up to the sum of USD \$150,000 in connection with providing notice and the administration of the settlement after Preliminary Approval. Additional sums, to the extent required for notice and administration, shall not be withdrawn from the Escrow Account without prior approval of the Court, on good cause shown.
 - d. After all costs (including notice costs), attorneys' fees, and any other expenses have been paid from the Settlement Fund, remaining funds shall be distributed to Settlement Class Members in accordance with this Settlement Agreement. If, following further distribution, the remaining funds become *de minimis* in Class Counsel's reasonable judgment, such residual funds shall be made the subject of an application to the Court by Direct Purchaser Plaintiffs for *cy pres* distribution.
3. The Parties' Efforts to Effectuate This Settlement Agreement. Class Counsel agree to recommend approval of the settlement by the Court and by the Settlement Class Members. Class Counsel, Direct Purchaser Plaintiffs, and Defense Counsel agree to cooperate in good faith and use their best efforts to carry out the terms of this Settlement Agreement and to

obtain the Court's Preliminary Approval and Final Approval of this Settlement Agreement and the settlement contemplated hereby.

4. Litigation Standstill. The Parties, through their respective counsel, shall cease all litigation activities against each other related to the Litigation unless and until (a) the Court denies Preliminary Approval or Final Approval of this Settlement Agreement, or (b) the Settlement Agreement is terminated in accordance with Paragraph 19.
5. Motion for Preliminary Approval. Within five (5) days of the Execution Date, Direct Purchaser Plaintiffs will move the Court for preliminary approval of this settlement and a stay of all proceedings in the Litigation pending final resolution of the settlement ("Preliminary Approval Motion"). No later than three (3) business days prior to filing, Class Counsel shall provide the Preliminary Approval Motion and all supporting materials, including a proposed order, to Defendants for their review. To the extent that Defendants object to any aspect of the Preliminary Approval Motion, they shall communicate such objection to Class Counsel, and the Parties shall meet and confer to resolve any such objection. In the event that the Parties are unable to reach agreement as to the Preliminary Approval Motion and/or the supporting materials, each Party reserves its right to make such additional filings as it may deem necessary, subject to the limitations of this Settlement Agreement, in further support of the Preliminary Approval Motion.
6. Certification of a Settlement Class. As part of the Preliminary Approval Motion, the Direct Purchaser Plaintiffs shall seek, and Defendants shall take no position with respect to, (a) appointment of Class Counsel as settlement class counsel for purposes of this Settlement, and (b) certification of the following "Settlement Class" for settlement purposes only:

All persons and entities in the United States, their territories, and the District of Columbia who purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more Defendants from April 10, 2013 until the date of Preliminary Approval. Excluded from the Settlement Class are the Court and its personnel and any Defendants and their parent, subsidiary, or affiliated companies.

7. Settlement Class Notices. Within five (5) days of the date of Preliminary Approval, Defendants shall notify Class Counsel of any new direct purchasers falling into the above-defined Settlement Class since the last date from which Defendants produced transactional data to Class Counsel, so that notice of this settlement can be provided to these potential members of the Settlement Class. After Preliminary Approval, and subject to approval by the Court of the means for dissemination:
 - a. To the extent reasonably practicable, individual notice of this settlement shall be mailed or otherwise directly sent by the Settlement Administrator, at the direction of Class Counsel, to potential members of the Settlement Class, in conformance with a notice plan to be approved by the Court. The Settlement Administrator shall be selected by Class Counsel for approval by the Court.
 - b. Neither the Settlement Class, Class Counsel, Defendants, nor Defense Counsel shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the settlement or administering the settlement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund and in accordance with this Settlement Agreement, subject to any necessary Court approval, to pay the costs for notice and administration in conjunction with Preliminary Approval and Final Approval of this Settlement Agreement.
 - c. Any costs of notice and administration that Class Counsel are permitted to withdraw from the Settlement Fund, either pursuant to this Settlement Agreement or order of the Court, shall be nonrefundable if, for any reason, the Settlement Agreement is terminated according to its terms or is not finally approved by the Court.
8. Requests for Exclusion. Any Person who wishes to seek exclusion from the Settlement Class must timely submit a written request for exclusion as provided in this Paragraph ("Request for Exclusion"). Any Person who timely submits a Request for Exclusion (an

“Opt Out”) shall be excluded from the Settlement Class, shall have no rights with respect to the settlement or this Settlement Agreement, and shall receive no benefits as provided in this Settlement Agreement.

- a. Unless otherwise ordered by the Court, a Request for Exclusion must be in writing, which shall: (a) state the name, address, and telephone number of the Person or entity seeking exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) contain a signed statement that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *In re: Farm-Raised Salmon and Salmon Products Antitrust Litigation*, No. 19-21551-cv-ALTONAGA/Louis (S.D. Fla.)”; (c) provide documents sufficient to prove membership in the Settlement Class; and (d) be signed by such Person requesting the exclusion or an authorized representative, as well as proof of authorization to submit the request for exclusion if submitted by an authorized representative. The name of the Person(s) seeking exclusion shall be as specific as possible, including any “formerly known as” names, “doing business as” names, etc. Only the specific Person(s) identified may be excluded from the settlement. A Request for Exclusion that does not include all of the foregoing information, that does not contain a proper signature, that is sent to an address other than the one designated in the notice to Settlement Class Members, or that is not sent within the time specified in the notice, shall be invalid, and the Person serving such an invalid request shall remain a Settlement Class Member and shall be bound by this Settlement Agreement, if approved.
- b. Class Counsel shall promptly forward to Defense Counsel complete copies of all requests for exclusion as they are received. To the extent a claims administrator is retained to administer any distribution of the Settlement Fund, Class Counsel are responsible for promptly providing such claims administrator with copies of any requests for exclusion received pursuant to this Paragraph. Further, Class Counsel

shall, within five (5) business days after the Court-ordered deadline for timely requests for exclusion from the Settlement Class, cause to be provided to Defense Counsel a list of Opt-Outs who have timely excluded themselves from the Settlement Class. With respect to any potential member of the Settlement Class who validly requests exclusion from the Settlement Class, Defendants reserve all of their respective legal rights and defenses, including but not limited to any defenses relating to whether the excluded individual or entity is a direct purchaser of farm-raised Atlantic salmon and/or has standing to bring any claim against the Defendants or any of them.

9. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then the Direct Purchaser Plaintiffs, through Class Counsel, and in accordance with the schedule set forth in the Court's Preliminary Approval, shall submit to the Court a separate motion for final approval of this settlement ("Final Approval Motion"). No later than five (5) business days prior to filing the Final Approval Motion, Class Counsel shall provide the Final Approval Motion and all supporting materials to Defendants for their review. To the extent that Defendants object to any aspect of the Final Approval Motion, they shall communicate such objection to Class Counsel and the parties shall meet and confer to resolve any such objection. In the event that the Parties are unable to reach agreement as to the contents of the Final Approval Motion and/or the supporting materials, each Party reserves its right to make such additional filings as it may deem necessary, subject to the limitations of this Settlement Agreement, in further support of the Final Approval Motion. The Final Approval Motion shall seek entry of an order and final Judgment:
 - a. certifying as a settlement class, pursuant to Rule 23 of the Federal Rules of Civil Procedure and solely for purposes of this settlement the Settlement Class described in Paragraph 6;

- b. fully and finally approving the settlement contemplated by this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Federal Rule of Civil Procedure 23, and directing the implementation, performance, and consummation of this Settlement Agreement pursuant to its terms and conditions;
 - c. determining that the Settlement Class notice constituted the best notice practicable under the circumstances of the settlement and the fairness hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
 - d. dismissing the Litigation with prejudice as to the Defendants; such dismissal shall not affect, in any way, the right of the Direct Purchaser Plaintiffs and Settlement Class Members to pursue claims, if any, outside the scope of the Released Claims;
 - e. discharging and releasing the Released Parties from all Released Claims;
 - f. reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
 - g. determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and reciting that the judgment of dismissal of the Litigation as to all Defendants shall be final and appealable.
10. Objections to the Settlement. Any Person who has not requested exclusion from the Settlement Class and who objects to the settlement set forth in this Settlement Agreement may appear in person or through counsel, at that Person's own expense, at the fairness hearing to present any evidence or argument that the Court deems proper and relevant. However, no such Person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such Person shall be received and considered by the Court, unless such Person properly submits a written objection that includes: (i) a notice of intention to appear; (ii) proof of membership in the Settlement Class, including documentation evidencing Direct purchases of salmon and/or salmon products from one or

more Defendants during the Settlement Class Period; and (iii) the specific grounds for the objection and any reasons why such Person desires to appear and be heard, as well as all documents or writings that such Person desires the Court to consider. Such a written objection must be mailed to Class Counsel at the addresses provided in the Settlement Class notice and postmarked no later than thirty (30) days prior to the date set for the fairness hearing. As soon as practicable, Class Counsel shall cause all written objections to be filed with the Court. Any Person that fails to object in the manner prescribed herein shall be deemed to have waived his, her, or its objections and will forever be barred from making any such objections in the Litigation, unless otherwise excused for good cause shown, as determined by the Court.

11. Escrow Account.

- a. The Escrow Account shall be administered by Class Counsel for the Direct Purchaser Plaintiffs and Settlement Class under the Court's continuing supervision and control pursuant to the escrow agreement between Class Counsel and their chosen escrow agent.
- b. The funds deposited in the Escrow Account may be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or money market funds invested substantially in such instruments; *provided, however*, that such portions of the Settlement Fund as may reasonably be needed to pay current expenses associated with providing notice to the Settlement Class pursuant to Paragraph 2.c. hereof, and any other amounts approved by the Court following Final Approval, may be deposited in a federally insured bank account. Any interest or other income or proceeds earned on any of the foregoing shall be reinvested as they mature in similar instruments at their then-current market rates. Any interest, income, or proceeds earned on any of the foregoing shall become part of the Settlement Fund. Defendants shall have no responsibility for, or liability in connection with, the

Settlement Fund, including, without limitation, the investment, administration, maintenance, or distribution thereof.

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

12. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.468B-1. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be Class Counsel. Class Counsel or other Person designated by Class Counsel, shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund, whether or not Final Approval has occurred. The escrow agent shall be obligated (notwithstanding anything herein to the

contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). In the event federal or state income tax liability is finally assessed against and paid by any Defendant as a result of any income earned on the funds in the Escrow Account, such Defendant shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not Final Approval has occurred. Defendants will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, neither Defendants nor any Released Party shall have any responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto.

13. Distribution of Settlement Fund to Settlement Class. Settlement Class Members shall be entitled to look solely to the Settlement Fund for settlement and satisfaction against the Released Parties for the Released Claims and shall not be entitled to any other payment or relief from the Released Parties. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. Direct Purchaser Plaintiffs, members of the Settlement Class, and their counsel will be reimbursed and indemnified solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice and administration of the Settlement Agreement to potential members of the Settlement Class. Defendants and the other Released Parties shall not be liable for any costs, fees, or expenses of any of the Direct Purchaser Plaintiffs' and Class Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

14. Fee Awards, Costs and Expenses, and Service Payments to Direct Purchaser Plaintiffs.

- a. Class Counsel may apply to the Court for a fee award, plus expenses and costs actually incurred, to be paid from the proceeds of the Settlement Fund. Defendants

will take no position as to Class Counsel's request for attorneys' fees, which will not exceed 30% of the Settlement Fund.

- b. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award in accordance with the Court's Final Approval Order.
 - c. Neither Defendants nor any other of the Released Parties shall have any responsibility for, or interest in, or liability whatsoever with respect to allocation among Class Counsel, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.
 - d. There shall be no payment of any fee and expense award, or any other awards the Court may make, out of the Settlement Fund until the Effective Date has occurred.
 - e. Current law in the Eleventh Circuit prohibits incentive awards to class representatives in class action settlements, *see Johnson v. NPAS Sols., LLC*, 975 F.3d 1244 (11th Cir. 2020), but an *en banc* review of the *Johnson* case is pending. If the *Johnson* decision is vacated or the Eleventh Circuit or Supreme Court rules that incentive awards are permissible, Class Counsel may petition the Court for incentive awards for the named Plaintiffs. Any incentive awards made by the Court shall be paid solely and exclusively from the Settlement Fund. Alternatively, Class Counsel reserves the right to seek repayment of actually incurred costs and expenses for the named Plaintiffs from the Settlement Fund.
 - f. Within ten (10) days after the Effective Date, the escrow agent shall pay any approved attorneys' fees, expenses, class representative service awards (if permissible) and/or repayment of the class representatives' costs, time, and expenses via wire transfer from the Settlement Fund as directed by Class Counsel in accordance with and attaching the Court's order approving such payments.
15. Effective Date of the Settlement. This Settlement Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met ("Effective Date"): (a) this settlement has been approved in all

respects by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure; (b) the Court has entered the Judgment; and (c) 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 review. Neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

16. Release.

- a. Upon the Effective Date, and in addition to the effect of any Judgment entered in accordance with this Settlement Agreement, Releasing Parties shall be deemed to have released and forever discharged the Released Parties from the Released Claims and the Litigation will be dismissed with prejudice as to Defendants.
- b. Upon the Effective Date, the Releasing Parties covenant and agree that they, and each of them, will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action, or collecting from, seeking to recover from, or proceeding against the Released Parties on behalf of themselves individually or collectively in connection with any of the Released Claims. Direct Purchaser Plaintiffs and Class Counsel acknowledge that Defendants consider it to be a material term of this Settlement Agreement that all Releasing Parties will be bound by the provisions of this Paragraph 16.
- c. During the period after the expiration of the deadline for submitting a request for exclusion pursuant to Paragraph 8, as determined by the Court, and prior to the Effective Date, all Releasing Parties who have not submitted a valid request to be excluded from the Settlement Class shall be preliminarily enjoined and barred from asserting any Released Claims against the Released Parties.

17. Further Release. Each Releasing Party further expressly agrees that, upon the Effective Date, it will waive and release with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph 16 hereof any and all provisions, rights, and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

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

(b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, or (c) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph 16 hereof. Each Releasing Party may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Releasing Party has released pursuant to Paragraph 16 hereof, but each such individual or entity hereby expressly agrees that, upon the Effective Date, it shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Releasing Party has released pursuant to Paragraph 16 hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.

18. No Admission. Whether or not this Settlement Agreement becomes final or is terminated pursuant its terms, the Parties expressly agree that this Settlement Agreement and its contents, including without limitation its exhibits and any and all statements, negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an

admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Litigation or any other pleading or filing, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding. This Settlement Agreement shall not be construed as an admission of liability or wrongdoing, or used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

19. Option to Terminate. Defendants, in their sole collective discretion, may terminate the Settlement Agreement if the percentage of qualifying commerce of the Settlement Class Members who timely opt out of the settlement equals or exceeds the percentage specified in the separate document executed concurrently with the Settlement Agreement by Defense Counsel and Class Counsel. The number or percentage will be confidential except to the Court, which upon request will be provided a copy of the document for *in camera* review. The Parties will not, directly or indirectly, encourage or cause any Person to opt out of the Settlement Class.
20. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in Court with the above-mentioned motion for Preliminary Approval, Defendants, at their sole expense, shall submit all materials required to be sent to appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and shall confirm to Class Counsel that such notices have been sent.
21. Binding Effect. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class, the Releasing Parties, and the Released Parties. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by the Direct Purchaser Plaintiffs shall be binding upon all members and potential members of

the Settlement Class and Releasing Parties who have not validly excluded themselves from the Settlement Class.

22. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Released Party, and upon the Effective Date, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Released Party.
23. Costs. Except as otherwise provided herein, Direct Purchaser Plaintiffs and Defendants shall each be responsible for bearing their own costs and fees incurred in this Litigation.
24. Effect of Disapproval or Rescission. If the settlement contemplated by this Settlement Agreement does not receive final Court approval and the Judgment is not entered, if such final approval and/or Judgment is modified or set aside on appeal, if the Settlement Class is not certified for settlement purposes, or if this Settlement Agreement is terminated or voided for any reason, then all amounts paid by Defendants into the Settlement Fund (other than costs that may already have reasonably been incurred or expended in accordance with this Settlement Agreement, such as notice and administration) shall be returned to Defendants from the Escrow Account along with any interest, income, or proceeds consolidated therewith, within ten (10) business days after such order becomes final and non-appealable.
25. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b), or (c), shall be addressed:

If directed to direct purchaser plaintiffs, the Settlement Class, or any Settlement Class Member, to:

Peter Prieto
PODHURST ORSECK, P.A.
SunTrust International Center
One S.E. 3rd Ave, Suite 2300

Miami, FL 33131
pprieto@podhurst.com

Christopher L. Lebsack
HAUSFELD LLP
600 Montgomery St. #3200
San Francisco, CA 94111
clebsack@hausfeld.com

If directed to Defendants to:

For Cermaq

Britt M. Miller
MAYER BROWN LLP
71 S. Wacker Dr.
Chicago, IL 60606
bmiller@mayerbrown.com

For Grieg

Eric Mahr
FRESHFIELDS BRUCKHAUS DERINGER US LLP
700 13th Street NW, 10th Floor
Washington, D.C. 20005
eric.mahr@freshfields.com

For Lerøy

D. Bruce Hoffman
CLEARY GOTTlieb STEEN & HAMILTON LLP
2112 Pennsylvania Avenue NW
Washington, D.C. 20037
bhoffman@cgsh.com

For Mowi

Matthew M. Martino
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
One Manhattan West
New York, NY 10001
matthew.martino@skadden.com

For SalMar

Stephen Neuwirth
QUINN EMANUEL URQUHART & SULLIVAN, LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010
stephenneuwirth@quinnemanuel.com

For Sjó

Ryan W. Marth
ROBINS KAPLAN LLP
800 LaSalle Ave, Suite 2800
Minneapolis, MN 55402
rmarth@robinskaplan.com

or such other address as the Parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this Paragraph. Providing a copy by email shall only be in addition to, and not a substitute for, the formal notice mechanisms provided for in (a), (b), or (c) of this Paragraph.

26. Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.
27. Board Approval. All Defendants expressly represent that they have obtained all required approvals from their Boards of Directors for this Settlement Agreement.
28. Confidentiality of Settlement Negotiations. Class Counsel and Defense Counsel shall keep strictly confidential and not disclose to any third party any non-public information regarding the parties' negotiation of this settlement and/or this Settlement Agreement except for disclosure made with the prior consent of the other Parties. For the sake of clarity, information contained within this Settlement Agreement shall be considered public after the Settlement Agreement has been filed with the Court in connection with the Preliminary Approval Motion.
29. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after

consultation with competent counsel and the participation of a neutral mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress. The Settlement Class Members and Class Counsel, or any of them, may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Litigation, but the subsequent discovery or existence of such different or additional facts shall have no bearing on the validity of this Settlement Agreement once executed and shall not serve as a basis for any Party to challenge or otherwise seek to rescind, terminate, or cancel the settlement.

30. Modification/Waiver. This Settlement Agreement may be modified or amended only by a writing executed by the Parties, subject (if after preliminary or final approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
31. No Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any of its provisions hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Settlement Agreement.
32. No Third-Party Beneficiaries. No provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Party, Direct Purchaser Plaintiff, member of the Settlement Class, or Class Counsel.
33. Choice of Law and Dispute Resolution. All terms of this Settlement Agreement shall be governed by, and interpreted according to, federal substantive and procedural law. Any disputes concerning matters contained in this Settlement Agreement, if they cannot be resolved by negotiation and agreement, shall be submitted, in the first instance, for

mediation before Judge Edward Infante (Ret.) in his capacity as mediator, and if not then resolved, shall be submitted to the Court.

34. Consent to Jurisdiction. The Parties and any Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement.
35. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or Portable Document Format signatures shall be considered as valid signatures for purposes of execution of this Settlement Agreement, but original signature pages shall thereafter be collated for filing of this Settlement Agreement with the Court.
36. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties. The Parties agree that this Settlement Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any Claim against another based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the date first above written.

Dated: May 25, 2022

PODHURST ORSECK, P.A.


Peter Prieto, FBN 501492
John Gravante, III, FBN 617113
Matthew P. Weinshall, FBN 84783
Alissa Del Riego, FBN 99742
SunTrust International Center
One S.E. 3rd Ave, Suite 2300
Miami, FL 33131
(305) 358-2800
pprieto@podhurst.com
jgravante@podhurst.com
mweinshall@podhurst.com
adelriego@podhurst.com

Dated: May __, 2022

HAUSFELD LLP


Michael P. Lehmann
Christopher L. Lebsock
Samantha J. Stein
600 Montgomery St. #3200
San Francisco, CA 94111
(415) 633-1908
mlehmann@hausfeld.com
clebsock@hausfeld.com
sstein@hausfeld.com

Reena A. Gambhir
Timothy S. Kearns
Jane Shin
888 16th Street, N.W., Suite 300
Washington D.C. 20006
(202) 540-7200
rgambhir@hausfeld.com
tkearns@hausfeld.com
jshin@hausfeld.com

*Interim Class Counsel for Direct Purchaser
Plaintiff Class*

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the date first above written.


Dated: May __, 2022

PODHURST ORSECK, P.A.

Peter Prieto, FBN 501492
John Gravante, III, FBN 617113
Matthew P. Weinshall, FBN 84783
Alissa Del Riego, FBN 99742
SunTrust International Center
One S.E. 3rd Ave, Suite 2300
Miami, FL 33131
(305) 358-2800
pprieto@podhurst.com
jgravante@podhurst.com
mweinshall@podhurst.com
adelriego@podhurst.com

Dated: May _25_, 2022

HAUSFELD LLP



Michael P. Lehmann
Christopher L. Lebsack
Samantha J. Stein
600 Montgomery St. #3200
San Francisco, CA 94111
(415) 633-1908
mlehmann@hausfeld.com
clebsack@hausfeld.com
sstein@hausfeld.com

Reena A. Gambhir
Timothy S. Kearns
Jane Shin
888 16th Street, N.W., Suite 300
Washington D.C. 20006
(202) 540-7200
rgambhir@hausfeld.com
tkearns@hausfeld.com
jshin@hausfeld.com

*Interim Class Counsel for Direct Purchaser
Plaintiff Class*

Dated: May 25, 2022

MAYER BROWN LLP



Britt M. Miller
Robert E. Entwisle
Daniel T. Fenske
Luiz Miranda, FBN 1003069
71 South Wacker Dr.
Chicago, IL 60606
(312) 782-0600
bmiller@mayerbrown.com
rentwisle@mayerbrown.com
dfenske@mayerbrown.com
lmiranda@mayerbrown.com

William Stallings
1999 K Street, N.W.
Washington, D.C. 20006-1101
(202) 263-3000
wstallings@mayerbrown.com

*Counsel for Cermaq US, LLC, Cermaq
Group AS, Cermaq Canada Ltd., and
Cermaq Norway AS*

Dated: May 25, 2022

**FRESHFIELDS BRUCKHAUS
DERINGER US LLP**



Eric Mahr
Richard Snyder
Sara Salem
700 13th Street NW, 10th Floor
Washington, D.C. 20005
(202) 777-4500
eric.mahr@freshfields.com
richard.snyder@freshfields.com
sara.salem@freshfields.com

TOTH FUNES, P.A

Brian W. Toth
Ingraham Building
25 Southeast Second Avenue
Suite 805
Miami, Florida 33131
(305) 717-7852
btoth@tothfunes.com

*Counsel for Defendants Grieg Seafood ASA,
Grieg Seafood BC Ltd., Grieg Seafood
North America Inc. (f/k/a Ocean Quality
North America, Inc.), Grieg Seafood USA
Inc. (f/k/a Ocean Quality USA Inc.), and
Grieg Seafood Premium Brands, Inc. (f/k/a
Ocean Quality Premium Brands, Inc.)*

Dated: May 25, 2022

**CLEARY GOTTlieb STEEN
& HAMILTON LLP**



D. Bruce Hoffman, FBN 958026

David I. Gelfand

Matthew Bachrack

Garrett Shinn

Hani Bashour

2112 Pennsylvania Avenue NW

Washington, D.C. 20037

(202) 974-1500

bhoffman@cgsh.com

dgelfand@cgsh.com

mbachrack@cgsh.com

gshinn@cgsh.com

hbashour@cgsh.com

BOWMAN AND BROOKE, LLP

John C. Seipp, FBN 289264

Christine L. Welstead, FBN 970956

Two Alhambra Plaza, Suite 800

Miami, Florida 33134

(305) 995-5600


john.seipp@bowmanandbrooke.com

christine.welstead@bowmanandbrooke.com

*Counsel for Defendants Lerøy Seafood AS
and Lerøy Seafood USA Inc.*

Dated: May 25 2022

**SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP**


Matthew M. Martino
Karen Hoffman Lent
Matthew Lisagar
Danielle S. Menitove
One Manhattan West
New York, NY 10001
(212) 735-3000
matthew.martino@skadden.com
karen.lent@skadden.com
matthew.lisagar@skadden.com
danielle.menitove@skadden.com

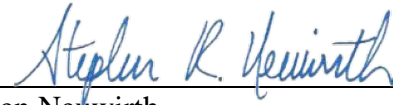
SIDLEY AUSTIN LLP

Lawrence D. Silverman, FBN 7160
801 Brickell Avenue, Suite 800
Miami, Florida 33131
(214) 981-3300
lawrence.silverman@sidley.com

*Counsel for Defendants Mowi ASA (f/k/a
Marine Harvest ASA), Mowi USA, LLC
(f/k/a Marine Harvest USA, LLC), Mowi
Canada West, Inc. (f/k/a Marine Harvest
Canada, Inc.), and Mowi Ducktrap, LLC (an
assumed name of Ducktrap River of Maine,
LLC)*

Dated: May 25, 2022

**QUINN EMANUEL URQUHART
& SULLIVAN, LLP**



Stephen Neuwirth
Sami Rashid
Maxwell Meadows
51 Madison Avenue, 22nd Floor
New York, New York 10010
(212) 849-7000
stephenneuworth@quinnemanuel.com
samirashid@quinnemanuel.com
maxmeadows@quinnemanuel.com

Christopher Tayback
Will Sears
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
(213) 443-3000
christayback@quinnemanuel.com
willsears@quinnemanuel.com

**HOMER BONNER JACOBS
ORTIZ, P.A.**

Adam L. Schwartz, FBN 0103163
1200 Four Seasons Tower
1441 Brickell Avenue
Miami, Florida 33131
(305) 350-5100
aschwartz@homerbonner.com

Counsel for Defendant SalMar ASA

Dated: May 25, 2022

ROBINS KAPLAN LLP



Stephen P. Safranski
Ryan W. Marth
Eric P. Barstad
800 LaSalle Ave, Suite 2800
Minneapolis, MN 55402
(612) 349-8500
ssafranski@robinskaplan.com
rmarth@robinskaplan.com
ebarstad@robinskaplan.com

LEÓN COSGROVE, LLP

Laurie Mathews, FBN 120618
255 Alhambra Circle, 8th Floor
Miami, Florida 33134
(305) 740-1975
lmathews@leoncosgrove.com

*Counsel for Defendant Sjór AS sued as
Ocean Quality AS*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

**IN RE: FARM-RAISED SALMON AND
SALMON PRODUCTS ANTITRUST
LITIGATION**

**Master File No. 19-21551-CV-
ALTONAGA**

**DECLARATION OF GINA M.
INTREPIDO-BOWDEN
REGARDING PROPOSED
NOTICE PLAN FOR NOTICE OF
SETTLEMENT**

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

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a judicially recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as Exhibit A.

2. I submit this Declaration based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Settlement Class Counsel to describe the proposed Notice Program and address why it is consistent with other class notice plans that courts have determined satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule, as well as the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

JND’s BACKGROUND AND EXPERIENCE

3. JND is a legal administration services provider with headquarters located in Seattle, Washington. We employ over 180 people in multiple offices throughout the

United States. JND's class action division provides all services necessary for the effective implementation of class action settlements, including: (1) all facets of providing legal notice to potential class members, such as outbound mailing, email notification, and the design and implementation of media programs, including through digital and social media platforms; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) review of claims submission supporting documentation; (7) calculation design and programming; (8) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (9) qualified settlement fund management and tax reporting; (10) banking services and reporting; and (11) all other functions related to the secure and accurate administration of class action settlements.

4. JND is an approved vendor for the United States Securities and Exchange Commission ("SEC"), as well as for the Federal Trade Commission ("FTC"), and we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission ("EEOC"), the Office of the Comptroller of the Currency ("OCC"), the Consumer Financial Protection Bureau ("CFPB"), the Federal Deposit Insurance Corporation ("FDIC"), the Federal Communications Commission ("FCC"), the Department of Justice ("DOJ") and the Department of Labor ("DOL"). We also have Master Services Agreements with various corporations, banks, and other government agencies, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been certified as SOC 2 compliant¹ by noted accounting firm Moss Adams. Finally, JND has been recognized by

¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

various publications, including, among others, the *National Law Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action administration.

5. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields and have overseen claims processes for some of the largest legal claims administration matters in the country's history and regularly prepare and implement court approved notice and administration campaigns throughout the United States. Their large matters include the \$20 billion Gulf Coast Claims Facility, the \$10+ billion BP Deepwater Horizon Settlement, and the \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), among others.

6. JND has been appointed the settlement administrator in the \$2.67 billion Blue Cross Blue Shield antitrust settlement and has been handling the settlement administration of the \$1.3 billion Equifax Data Breach Settlement, the largest class action ever in terms of the number of claims received; a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million GM Ignition class action economic settlement, where notice was sent to nearly 30 million class members; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters. The notice campaigns JND designs are regularly approved by courts throughout the United States.

7. JND has also handled notice and claims administration tasks for numerous antitrust matters including: *Beltran v. InterExchange, Inc.*, Case No. 1:14-cv-03074-CMA-KMT (D. Colo.); *FTC v. Reckitt Benckiser Group PLC*, Case No. 19CV00028 (W.D. Va.); *In re Blue Cross Blue Shield Antitrust Litig.*, Case No. 13-CV-20000-RDP (N.D. Ala.); *In re Broiler Chicken Antitrust Litig.*, Case No. 16-cv-08637 (N.D. Ill.); *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.* (Indirect-Purchasers), Case No. 14-md-02542 (S.D.N.Y.); *In re LIBOR-Based Financial Instruments Antitrust Litig.*, Case No. 1:11-md-2262-NRB (S.D.N.Y.); *In re Packaged Seafood Products*

Antitrust Litig. (End Purchasers and Direct Purchasers), Case No. 15-MD-2670 DMS (MDD), MDL No. 2670 (S.D. Cal.); *In re Pre-Filled Propane Tank Antitrust Litig.*, Case No. 14-md-02567 (W.D. Mo.); *In re Resistors Antitrust Litig.*, Case No. 3:15-cv-03820-JD (N.D. Cal.); *In re Wholesale Grocery Prod. Antitrust Litig.*, Case No. 9-md-2090 (ADM) (TNL) (D. Minn.); *Kent v. R.L. Vallee, Inc.*, Case No. 617-6-15, (Super. Ct. Vt.); *Sidibe v. Sutter Health*, Case No. 12-cv-4854-LB (N.D. Cal.); *Townsend v. G2 Secure Staff, L.L.C.*, Case No. 18STCV04429 (Cal. Super. Ct.); and the Loblaw Canadian Remediation Project.

8. As a member of JND's Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and relevant state court rules and to satisfy the due process clause of the United States Constitution. Our notice campaigns, which are regularly approved by courts throughout the United States, use a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media and the internet depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted several hundred affidavits to courts throughout the country attesting to our role in the creation and launch of various media programs.

CLASS OVERVIEW

9. I have been asked by Counsel to prepare a Notice Plan to reach Settlement Class Members to inform them about their rights and options in the proposed Settlement.

10. The Settlement Class consists of all persons and entities that purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more of the Defendants between April 10, 2013 and the date of Preliminary Approval. Defendants include Mowi ASA (formerly known as Marine Harvest ASA), Mowi USA, LLC (formerly known as Marine Harvest USA, LLC), Mowi Canada West, Inc. (formerly

known as Marine Harvest Canada, Inc.), and Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine, LLC); Grieg Seafood North America Inc. (f/k/a Ocean Quality North America Inc.); Grieg Seafood USA, Inc. (formerly known as Quality USA Inc.); Grieg Seafood Premium Brands, Inc. (formerly known as Ocean Quality Premium Brands, Inc.); Sjør AS (formerly known as Ocean Quality AS); SalMar ASA; Lerøy Seafood AS and Lerøy Seafood USA Inc.; and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS; and entities owned or controlled by them. Excluded from the Settlement Class are the Court and its personnel and any Defendants and their parent, subsidiary, or affiliated companies.

11. It is my understanding that contact information is available for substantially the entire Settlement Class. Accordingly, JND designed a Notice Plan that will effectively reach the Settlement Class through a direct notice effort that will be supplemented by the distribution of a nationwide press release.

NOTICE PLAN SUMMARY

12. The proposed Notice Plan has been designed to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a notice plan with a 70%-95% reach effective.²

- a. **Direct Individual Notice:** It is my understanding that a reasonably current list of addresses is available for the entire Settlement Class. As a result, mailed notice will be sent to all Settlement Class Members. In addition, an email notice will be sent to any Settlement Class Member for whom an email address is available.

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

- b. **Press Release**: To supplement the direct notice effort, a press release will be distributed nationwide.
- c. **Case Website**: JND will establish and maintain a dedicated Case website, where information about the Settlement, as well as copies of relevant case documentation, including but not limited to the Settlement Agreement, the Preliminary Approval Motion, the Long Form Notice, any potential Preliminary Approval Order, the proposed Final Approval Order and Judgment, and related documents will be accessible to Settlement Class Members.
- d. **Dedicated Toll-Free Number and Contact Center**: JND will also establish and maintain a toll-free telephone number with an Interactive Voice Recording system that Settlement Class Members may call to obtain more information about the Settlement, as well as leave a message for a return call.

13. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan will meet the standards for providing the best practicable notice in class action settlements.

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

DIRECT INDIVIDUAL NOTICE

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

16. For this matter, JND staff will effectuate direct individual notice to all members of the Settlement Class for whom contact information is available.

17. It is my understanding that a reasonably current list of postal addresses is available for the entire Settlement Class. As a result, JND will mail a Long Form Notice, attached as Exhibit B, to all Settlement Class Members.

18. Using the Class list data, JND will load the information into a unique database for this matter. To increase deliverability, JND will review the data provided to identify any invalid mail and email addresses and duplicate records based on name, address, and/or email.

19. Prior to mailing, JND will update all addresses using the United States Postal Services' ("USPS") National Change of Address ("NCOA") database.³

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

21. The direct notice effort alone is expected to reach more than 95% of Settlement Class Members.

PRESS RELEASE

22. To supplement the direct notice effort, JND will also cause a press release, attached as Exhibit C, to be distributed at the launch of the campaign that will assist in publicizing the Settlement. The Press Release will be distributed to over 11,000 media outlets nationwide. This case has been the subject of regular and significant news

³ The NCOA database is the official USPS technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

coverage, which should assist with distribution of notice as well. The Press Release specifically directs readers to the Case website and clearly identifies Class Counsel.

SETTLEMENT WEBSITE

23. JND will develop an informational Case website that will allow Settlement Class Members to obtain more information about the Settlement with an easy-to-navigate design formatted to emphasize important information regarding Settlement Class Member rights, deadlines to act, and provide answers to frequently asked questions. The Case website will host copies of relevant Settlement documents including the Long Form Notice. Settlement Class Members will be encouraged to file an electronic claim at the Case website.

24. The Case website will be optimized for mobile visitors so that information loads quickly across all mobile devices and will also be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings.

TOLL-FREE NUMBER AND POST OFFICE BOX

25. JND will establish and maintain a dedicated Interactive Voice Recorded (IVR) toll-free telephone number for Settlement Class Members to call for information related to the Settlement. Settlement Class Members will also be able to leave a message for a return call. The telephone line will be available 24 hours a day, seven (7) days a week.

26. JND will also maintain a dedicated Post Office Box where Settlement Class Members may send claims, inquiries, and exclusion requests.

NOTICE DESIGN AND CONTENT

27. 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 of the Settlement and the options that are available to Settlement Class Members. Additionally, the notice documents provide instructions on how to obtain more information about the Settlement.

CLAIMS PROCESS

28. Class Counsel has also asked that JND advise on the claims process in this case and the method of distribution.

29. Under the proposed plan of allocation, Settlement Class Members will be able to make claims for their *pro rata* share of the Settlement. It is our understanding that the transactional data in this case is available, and we will be able to determine Settlement Class Members' volume of commerce. JND will establish a secure online portal whereby Settlement Class Members can check and verify their volume of commerce. In the event that the Settlement Class Member believes a different amount of commerce is correct, the Settlement Class Member can dispute that amount, in which case their claim will be subject to an audit. This plan will ease the verification process for Settlement Class Members and reduce the burden on them. The proceeds of the Settlement will be distributed after final approval and after consideration of the costs associated with such a distribution. To the extent there are any undistributed funds following an initial distribution to Settlement Class Members, JND, upon the recommendation of Class Counsel and approval by the Court, will either make subsequent distributions to Settlement Class Members, or, if it is infeasible to do so in light of the amount of undistributed funds and the costs of Administration, will distribute those funds to the *cy pres* candidate.

CONCLUSION

30. 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 Settlement 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 proposed Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on the 25th day of May 2022, at Philadelphia, Pennsylvania.



GINA M. INTREPIDO-BOWDEN

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT

JND | LEGAL
ADMINISTRATION



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 25 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.

II.

JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).

2. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

3. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic

media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

4. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. *Id.* ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

5. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

6. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

7. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)

No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

8. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)

No. 18-cv-08791 (S.D.N.Y.):

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

9. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

10. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

11. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

12. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

13. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)

No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

14. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)

Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

15. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

16. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

17. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration ("JND") as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

18. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

19. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

20. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration ("JND") as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

21. Judge Cormac J. Carney

In re ConAgra Foods Inc., (October 8, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

Following the Court's preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019, only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.

22. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

23. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

24. Judge Cormac J. Carney

In re ConAgra Foods Inc., (April 4, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator. (Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal Administration appears to be well qualified to administer the claims in this case...The Court appoints JND Legal Administration as Settlement Administrator... JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.).

25. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

26. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

27. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

28. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

29. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

30. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

31. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

32. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

33. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

34. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

35. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with *ADDitude*, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

36. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, inter alia, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

37. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)

No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

38. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

39. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

40. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

41. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

42. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the

circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.

43. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

44. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)
No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

45. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

46. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)

No. 13-cv-08376 (N.D. Ill.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

47. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled

to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

48. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

49. Honorable Lynn Adelman

***Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Tong Yang & Gordon Settlements)***, (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

50. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

51. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

52. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,

(Indirect Purchaser–Gordon Settlement), (August 4, 2015)

No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

53. Honorable Sara I. Ellis

Thomas v. Lennox Indus. Inc., (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as

Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

54. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.

(Indirect Purchaser–Tong Yang Settlement), (May 29, 2015)

No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

55. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)

No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

56. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court's April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

57. Honorable José L. Linares

Demmick v. Cellco P'ship, (May 1, 2015)
No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

58. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)
No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated

under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

59. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

60. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

61. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the “best practicable” notice was given to the Class and that the Notice was “reasonably calculated” to (a) describe the Action and the Plaintiff’s and Class Members’ rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See Id. The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

62. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

63. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

64. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

65. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

66. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

67. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

68. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

69. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...

70. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)
No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

71. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)
No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

72. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

73. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class... The Notice Plan’s multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes ‘the best notice that is practicable under the circumstances’ consistent with Rule 23(c)(2)(B)... Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member’s right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23’s notice requirements also complies with Due Process requirements. ‘The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.’ Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

74. Judge Jeffrey Goering

Molina v. Intrust Bank, N.A., (January 17, 2012)

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

75. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (October 31, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

76. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

77. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action ("Long Form Notice"), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

78. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the "Insurance Settlements Notice Plan") which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows:

- 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator;*
- 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.*

79. Judge James Robertson

In re Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

80. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

81. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

82. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

83. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats – Adapting Short Form Notice Requirements to Accommodate Today’s Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The “Desire-to-Inform” Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today’s Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V.

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc. (AIG)</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc. (FARA)</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc. (Focus)</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc. (Wal-Mart)</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc. (Amerisafe)</i>	2004-002417	La. 14 th Jud. Dist. Ct.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re ConAgra Foods Inc.</i>	11-cv-05379-CJC-AGR	C.D. Cal.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

- EXHIBIT B -

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

If you purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more Defendants between April 10, 2013 and [Date of Preliminary Approval], you may be affected by a class action settlement

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.

You or your company have been identified as a member of a proposed Settlement Class. This notice is to:

- Provide information regarding a proposed Settlement with Defendants Mowi ASA (formerly known as Marine Harvest ASA), Mowi USA, LLC (formerly known as Marine Harvest USA, LLC), Mowi Canada West, Inc. (formerly known as Marine Harvest Canada, Inc.), and Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine, LLC); Grieg Seafood ASA, Grieg Seafood BC Ltd., Grieg Seafood North America Inc. (formerly known as Ocean Quality North America Inc.), Grieg Seafood USA, Inc. (formerly known as Ocean Quality USA Inc.), Grieg Seafood Premium Brands, Inc. (formerly known as Ocean Quality Premium Brands, Inc.); Sjør AS (formerly known as Ocean Quality AS); SalMar ASA; Lerøy Seafood AS and Lerøy Seafood USA Inc.; and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS.
- Provide information regarding a process and deadline for filing a claim, excluding yourself from the Settlement, and objecting to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS		
You May	Explanation	Deadline
STAY IN THE SETTLEMENT CLASS, AND FILE A CLAIM	<ul style="list-style-type: none"> • File a claim to receive benefits • Give up your right to separately sue or continue to sue Defendants for the claims in this case 	Month x, 2022
STAY IN THE SETTLEMENT CLASS, AND DO NOTHING	<ul style="list-style-type: none"> • Receive no benefits • Give up your right to separately sue or continue to sue Defendants for the claims in this case 	None
STAY IN THE SETTLEMENT CLASS, BUT OBJECT TO THE SETTLEMENT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement—you will still be bound by the Settlement if the Court approves it over your objection or other objections. 	Postmarked by Month x, 2022
STAY IN THE SETTLEMENT CLASS, AND ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlement by providing Notice of Intention to Appear • If you want your own attorney to represent you, you must pay for that attorney 	Postmarked by Month x, 2022
ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS (“OPT OUT”)	<ul style="list-style-type: none"> • Receive no benefits • Keep your right to sue or continue to sue Defendants for the claims in this case at your own expense 	Postmarked by Month x, 2022

Questions? Visit www.xxxxxSettlement.com or call toll-free at 1-xxx-xxx-xxxx

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Basic Information

1. Why did I receive this notice?

You received this notice because your business may have purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more of the Defendants between April 10, 2013 and [Date of Preliminary Approval]. You have the right to know about your rights or options in the proposed Settlement.

The Court in charge of this case is the United States District Court for the Southern District of Florida, Miami Division (the “Court”). The case is called *In Re: Farm-Raised Salmon and Salmon Products Antitrust Litigation*, Master File No. 19-21551-CV-ALTONAGA. It was filed in 2019.

Plaintiffs Euclid Fish Company; Euro USA Inc.; Schneider’s Fish and Sea Food Corporation; and The Fishing Line LLC—sued on behalf of a proposed Class. The companies they sued are called the Defendants and they are: Mowi ASA (formerly known as Marine Harvest ASA), Mowi USA, LLC (formerly known as Marine Harvest USA, LLC), Mowi Canada West, Inc. (formerly known as Marine Harvest Canada, Inc.), and Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine, LLC); Grieg Seafood ASA, Grieg Seafood BC Ltd., Grieg Seafood North America Inc. (formerly known as Ocean Quality North America Inc.); Grieg Seafood USA, Inc. (formerly known as Ocean Quality USA Inc.), Grieg Seafood Premium Brands, Inc. (formerly known as Ocean Quality Premium Brands, Inc.); Sjør AS (formerly known as Ocean Quality AS); SalMar ASA; Lerøy Seafood AS and Lerøy Seafood USA Inc.; and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS.

This notice explains that:

- ✓ The Settlement Class is affected by a proposed Settlement with all Defendants.
- ✓ You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

2. What is this lawsuit about?

Plaintiffs allege that Defendants conspired to fix, raise, and maintain the prices that direct purchasers paid for the Defendants’ farm-raised Atlantic salmon and that, as a result, members of the Class paid more than they otherwise would have. Defendants deny all liability for this conduct and assert that their conduct was lawful or exempt from the antitrust laws, and that their conduct did not cause injury, among other defenses. The Court has not decided who is right. Plaintiffs and Defendants have reached a proposed Settlement to avoid the uncertainties, risks, and costs of further litigation.

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

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

4. Why is there a proposed Settlement in this case?

The Court did not decide in favor of either Plaintiffs or the Defendants. Trials involve risks to both sides; therefore, Plaintiffs and the Defendants have agreed to settle the case. The proposed Settlement requires Defendants to pay money to members of the Settlement Class. Plaintiffs and their attorneys believe the Settlement is in the best interests of the Settlement Class.

Questions? Visit www.xxxx.com or call toll-free at 1-xxx-xxx-xxxx

Who is in the Settlement Class?

5. Am I part of the Settlement Class?

You are a Settlement Class Member if you or your company purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more of the Defendants between April 10, 2013 and [Date of Preliminary Approval]. Excluded from the Settlement Class are the Court and its personnel and any Defendants and their parent, subsidiary, or affiliated companies.

6. I am still not sure if I am included.

If you are still not sure if you are included in the Settlement Class, please review the detailed case information, available at www.xxxx.com. You may also call the Claims Administrator toll-free at 1-xxx-xxx-xxxx.

The Lawyers Representing You

7. Do I have a lawyer in this case?

The Court has appointed Podhurst Orseck, P.A. and Hausfeld LLP as Class Counsel. Their contact information is provided below. If you wish to remain a Settlement Class Member, you do not need to hire your own lawyer because Class Counsel is working on your behalf.

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

8. How will the lawyers be paid?

You will not have to pay any attorneys' fees or costs out-of-pocket. You do not have to pay Class Counsel. Class Counsel have not been paid for their services since this case began. They will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Counsel's attorneys' fee request will not exceed 30% percent of the Settlement Amount. Any attorneys' fees and costs awarded are subject to the Court's approval. Class Counsel's motion for approval of their fees and costs will be posted at www.xxxx.com prior to the deadline for objections.

Settlement Benefits

9. What does the proposed Settlement provide?

If the proposed Settlement is approved, the Defendants will pay a total Settlement Amount of \$85,000,000.00 into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other expenses (Question 10), the Fund will be distributed to Settlement Class Members who submit valid claims.

10. What are the Settlement benefits being used for?

Settlement Class Members who make a claim will be entitled to receive cash from the Settlement Fund, after deductions for legal fees (not to exceed 30% of the Settlement Amount) and litigation costs; the cost of notice, administration and the distribution of the Settlement proceeds (estimated at approximately \$75,000), as well as to pay reasonable Service Awards to each of the four named Class Representatives for their work in the case, if permitted by the Court. The remainder of the Settlement Amount will be distributed via check on a pro rata

Questions? Visit www.xxxx.com or call toll-free at 1-xxx-xxx-xxxx

basis to Settlement Class Members who make a claim based on the number of claims and the volume of commerce represented in those claims. Using an online portal, Settlement Class Members will be able to check their claim volume, and in the event that their own data suggests that a different claimed volume of commerce is appropriate, they can provide that information, and it will be considered by the Claims Administrator, subject to audit.

To the extent there are any undistributed funds following an initial distribution to Settlement Class Members, the Claims Administrator, upon the recommendation of Class Counsel and approval by the Court, will either make subsequent distributions to Settlement Class Members, or, if it is infeasible to do so in light of the amount of undistributed funds and the costs of Administration, will distribute those funds to x.

11. How can I get a payment?

You must complete and submit a timely Claim Form to be eligible to receive a payment from the Settlement. The Claim Form can be obtained online at www.xxxx.com or by writing or emailing the Claims Administrator at the address listed below. The completed Claim Form must be submitted online at www.xxxx.com or by mail to the address below postmarked by **Month x, 2022**.

xxxx Settlement
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111-0050

If you do not submit a valid Claim Form by Month x, 2022, you will not receive a payment, but you will be bound by the Court's judgment.

You may receive offers from companies, not affiliated with the Court or Class Counsel, that specialize in aggregating claims of Class Members who will offer to complete and file your claim in return for your agreement to pay them a percentage of the amount you receive. **YOU DO NOT NEED TO PAY ANYONE TO FILE YOUR CLAIM.** You can always seek help from the Settlement Administrator or Class Counsel at no charge.

12. When do I get my payment?

Payments will be made to Settlement Class Members who submit valid and timely Claim Form after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

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

Unless you exclude yourself from the Settlement Class, you are staying in the Settlement Class. By staying in the Settlement Class, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants that makes claims based on the same legal issues alleged or could have been alleged in this case. All Court orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at www.xxxxx.com.

If You Do Nothing

14. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants that makes claims based on the same

Questions? Visit www.xxxx.com or call toll-free at 1-xxx-xxx-xxxx

legal issues alleged or could have been alleged in this case. All Court orders will apply to you and legally bind you.

Excluding Yourself from the Settlement

15. What does it mean if I exclude myself from the Settlement Class?

Excluding yourself or opting out of the Settlement Class means you remove yourself from the Settlement and its benefits and releases. If you have a pending lawsuit against any of the Defendants involving the same legal issues in this case, speak to your lawyer in that case immediately.

16. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement 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) seeking exclusion; (b) a signed statement that “I/we hereby request that I/we be excluded from the *In Re: Farm-Raised Salmon and Salmon Products Antitrust Litigation*”; (c) documents sufficient to prove membership in the Settlement Class; and (d) the signature(s) of Person(s) requesting the exclusion or an authorized representative, as well as proof of authorization to submit the request for exclusion if submitted by an authorized representative. The name of the Person(s) seeking exclusion should be as specific as possible, including any “formerly known as” names, “doing business as” names, etc. You must mail your Request for Exclusion, postmarked by **Month x, 2022**, to:

Farm Raised Salmon and Salmon Products Settlement – EXCLUSIONS
c/o JND Legal Administration
PO Box xxxxx
Seattle, WA 98111

Objecting to the Settlement

17. How do I tell the Court that I do not like the proposed Settlement?

If you stay in Settlement Class, you can object to the proposed Settlement if you do not like part or all of it. The Court will consider your views.

To object to the Settlement, you must send a written objection that includes:

- Your Notice of Intention to Appear;
- Proof of membership in the Settlement Class; and
- The specific grounds for the objection and any reasons why you desire to appear and be heard, as well as all documents or writings that you desire the Court to consider.

Your written objection must be filed with the Court and mailed to Class Counsel and the Defendants’ counsel at the addresses below. Your objection must be postmarked (or mailed by overnight delivery) no later than **Month x, 2022**.

The Court:

xxxx

Class Counsel:

x

Defendants’ Counsel:

x

Questions? Visit www.xxxx.com or call toll-free at 1-xxx-xxx-xxxx

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

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

The Court's Fairness Hearing

19. When and where is the Court's Fairness Hearing?

The Court will hold a Fairness Hearing at x:xx x.m. XX on **Month x, 2022** at the United States District Court for the Southern District of Florida, x, x, Miami, FL xxxxx, Courtroom #x. At the hearing, the Court will consider (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate to Settlement Class Members; and (ii) whether to approve any application by Class Counsel for an award of attorneys' fees and payment of costs and expenses, and any Service Awards to the named Class Representatives.

If there are objections, the Court will consider them. You may attend and ask to speak at the Fairness Hearing if you filed an objection as instructed in Question 17, but you do not have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court will take to decide. The date of the hearing may change without further notice to the Settlement Class, so please check www.xxxxx.com for updates.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection to the proposed Settlement, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the hearing or trial, but it is not necessary.

21. May I speak at the hearing?

Yes. If you did not request exclusion from the Settlement, you may ask permission for you or your own attorney to speak at the Fairness Hearing, at your own expense. To do so, you must submit a written objection as instructed in Question x. Your Notice of Intention to Appear must be postmarked no later than **Month xx, 2022**, and it must be sent to the Court, Class Counsel, and Defendants' counsel at the addresses provided in Question x. You cannot ask to speak at the hearing if you exclude yourself from the Settlement Class.

Getting More Information

22. How do I get more information?

For more detailed information about the case, visit www.xxxxx.com or contact the Claims Administrator:

xxx Settlement
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111-0050
info@xxxx.com
1-xxx-xxx-xxxx

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

Questions? Visit www.xxxx.com or call toll-free at 1-xxx-xxx-xxxx

- EXHIBIT C -

If you purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more Defendants between April 10, 2013 and [Date of Preliminary Approval], you may be affected by a class action settlement

SEATTLE, [DATE], 2022/

JND Legal Administration announces a proposed Settlement in *In Re: Farm-Raised Salmon and Salmon Products Antitrust Litigation*, Master File No. 19-21551-CVALTONAGA. The Court in charge of this case is the United States District Court for the Southern District of Florida, Miami Division (the “Court”).

Plaintiffs Euclid Fish Company; Euro USA Inc.; Schneider’s Fish and Sea Food Corporation; and The Fishing Line LLC—sued on behalf of a proposed Class. The companies they sued are called the Defendants and include Mowi ASA (formerly known as Marine Harvest ASA), Mowi USA, LLC (formerly known as Marine Harvest USA, LLC), Mowi Canada West, Inc. (formerly known as Marine Harvest Canada, Inc.), and Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine, LLC); Grieg Seafood ASA, Grieg Seafood BC Ltd., Grieg Seafood North America Inc. (formerly known as Ocean Quality North America Inc.); Grieg Seafood USA, Inc. (formerly known as Ocean Quality USA Inc.), Grieg Seafood Premium Brands, Inc. (formerly known as Ocean Quality Premium Brands, Inc.); Sjør AS (formerly known as Ocean Quality AS); SalMar ASA; Lerøy Seafood AS and Lerøy Seafood USA Inc.; and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS.

Who is part of the Settlement Class?

You are a Settlement Class Member if you or your company purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more of the Defendants between April 10, 2013 and [Date of Preliminary Approval]. Excluded from the Settlement Class are the Court and its personnel and any Defendants and their parent, subsidiary, or affiliated companies.

What is this case about?

Plaintiffs allege that Defendants conspired to fix, raise, and maintain the prices that direct purchasers paid for the Defendants’ farm-raised Atlantic salmon and that, as a result, members of the Class paid more than they otherwise would have. Defendants deny all claims and have asserted a number of defenses. The Court has not decided who is right. Plaintiffs and Defendants have reached a proposed Settlement to avoid the uncertainties, risks, and costs of further litigation.

What does the Settlement provide?

If the Settlement is approved, Defendants will pay a total Settlement Amount of \$85,000,000.00 into a Settlement Fund to pay legal fees (not to exceed 30% of the Settlement Amount) and litigation costs; the cost of notice, administration, and the distribution of the Settlement proceeds (estimated at approximately \$75,000), as well as to pay reasonable Service Awards to each of the four Class Representatives for their work in the case, if permitted by the Court. The remainder of the Settlement Amount will be available for distributions to Settlement Class Members. Settlement Class Members who make a claim will receive their pro rata distribution via check based on the number of claims and the volume of commerce represented in those claims. Using an online portal, Settlement Class Members will be able to check their claim volume, and in the event that their own data suggests that a different claimed volume of commerce is appropriate, they can provide that information, and it will be considered by the Claims Administrator, subject to audit.

How can I get a payment?

You must complete and submit a timely Claim Form to be eligible to receive a payment from the Settlement. The Claim Form can be obtained online at [www.xxxx.com] or by writing or emailing the Claims Administrator at the address listed below.

[xxxx] Settlement
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111-0050
info@xx.com

The completed Claim Form must be submitted online or by mail postmarked by [Month x, 2022]. If you do not submit a valid Claim Form by [Month x, 2022], you will not receive a payment, but you will be bound by the Court's judgment.

You may receive offers from companies, not affiliated with the Court or Class Counsel, that specialize in aggregating claims of Class Members who will offer to complete and file your claim in return for your agreement to pay them a percentage of the amount you receive. YOU DO NOT NEED TO PAY ANYONE TO FILE YOUR CLAIM. You can always seek help from the Settlement Administrator or Class Counsel at no charge.

When do I get my payment?

Payments will be made to Settlement Class Members who submit valid and timely Claim Form after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

Do I have a lawyer and how will they be paid?

The Court has appointed Podhurst Orseck, P.A. and Hausfeld LLP as Class Counsel. You do not have to pay Class Counsel. Class Counsel have not been paid for their services since this case began. They will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Counsel's attorneys' fee request will not exceed 30% of the Settlement Amount. Any attorneys' fees and costs awarded are subject to the Court's approval. Class Counsel's motion for approval of that award and payment of their fees and costs will also be posted at www.xxxx.com prior to the deadline for objections.

What are my other rights and options?

If you do not file a claim, your other options are:

STAY IN THE CLASS AND DO NOTHING. If you do nothing, you will receive no benefits and you will give up your right to separately sue or continue to sue the Defendants for the claims in this case.

STAY IN THE SETTLEMENT CLASS, BUT OBJECT TO THE SETTLEMENT. If you do not exclude yourself from the Settlement Class, you may tell the Court what you do not like about the proposed Settlement. You will still be bound by the proposed Settlement unless you exclude yourself from the Settlement Class.

ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS. This means you remove yourself from the Class entirely. You will receive no benefits and you will no longer be bound by any judgment for this case. You will keep your right to sue or continue to sue the Defendants for the legal claims in this case.

Go to [www.xxxxx.com] for details on how to exclude yourself or object. Exclusion requests and objections must be postmarked by [Month x, 2022].

Fairness Hearing

The Court will hold a Fairness Hearing at [x:xx x.m.] on [Month x, 2022] at the United States District Court for the Southern District of Florida, [x, xxx, Miami, FL xxxxx in Courtroom x]. At the hearing, the Court will consider (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate to Settlement Class Members; and (ii) whether to approve any application by Class Counsel for an award of attorneys' fees and payment of costs and expenses, and any Service Awards to the named Class Representatives. If there are objections, the Court will consider them. If you stay in the Settlement Class, you or your representative may ask to speak at the hearing at your own expense, but you do not have to. The date of the hearing may change, so please check www.xxxx.com for updates.

Questions?

For more information go to www.xxxx.com, call toll-free 1-xxx-xxx-xxxx, or email info@xxx.com.

Please do not contact the Court.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 19-21551-CIV-ALTONAGA/Louis

In re:

**FARM-RAISED SALMON
AND SALMON PRODUCTS
ANTITRUST LITIGATION**

_____ /

**ORDER GRANTING DIRECT PURCHASER PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH
ALL DEFENDANTS, PRELIMINARY CERTIFICATION OF
SETTLEMENT CLASS, AND APPROVAL OF CLASS NOTICE**

On May 25, 2022, Direct Purchaser Plaintiffs, through their counsel Hausfeld LLP and Podhurst Orseck, P.A. (“Class Counsel”) moved pursuant to Rule 23 of the Federal Rules of Civil Procedure, for preliminary approval of a proposed settlement (the “Settlement”) with all Defendants,¹ preliminary certification of the Settlement Class, and approval of the proposed notice to the Class. ECF No. ____ (“Motion”). Upon consideration of the Motion, the supporting declarations, and the record, the Court hereby ORDERS as follows:

1. The Motion is hereby GRANTED and all other pending deadlines in the case are vacated and replaced by the deadlines set forth herein.
2. Terms used in this Order that are defined in the Settlement Agreement (ECF No.) are, unless otherwise defined herein, used as defined in the Settlement Agreement.

Preliminary Approval of Settlement Agreement

3. The terms of the Settlement Agreement are hereby preliminarily approved as being fair, reasonable, and adequate to the Settlement Class, subject to a fairness hearing. In preliminarily approving the Settlement Agreement, upon review of the record, the Court makes the following findings:
 - a. The Court has jurisdiction over this action and each of the parties to the Settlement Agreement.
 - b. The proposed class representative and Class Counsel have adequately represented the Settlement Class.

¹ Direct Purchaser Plaintiffs are: Euclid Fish Company; Euro USA Inc.; Schneider’s Fish and Sea Food Corporation; and The Fishing Line LLC. Defendants are: Mowi ASA (f/k/a Marine Harvest ASA), Mowi USA, LLC (f/k/a Marine Harvest USA, LLC), Mowi Canada West, Inc. (f/k/a Marine Harvest Canada, Inc.), and Mowi Ducktrap, LLC (an assumed name of Ducktrap River of Maine, LLC); Grieg Seafood ASA, Grieg Seafood BC Ltd., Grieg Seafood North America Inc. (f/k/a Ocean Quality North America Inc.), Grieg Seafood USA Inc. (f/k/a Ocean Quality USA Inc.), and Grieg Seafood Premium Brands, Inc. (f/k/a Ocean Quality Premium Brands, Inc.); Sjør AS; SalMar ASA; Lerøy Seafood AS and Lerøy Seafood USA Inc.; and Cermaq Group AS, Cermaq US LLC, Cermaq Canada Ltd., and Cermaq Norway AS. Defendants, collectively with Direct Purchaser Plaintiffs, are referred to as the “Parties” herein.

- c. The Settlement Agreement was entered into at arm's length by experienced counsel and is sufficiently within the range of reasonableness that notice of the Settlement Agreement should be given to members of the proposed Settlement Class.
- d. The relief provided for the Settlement Class is fair, reasonable, adequate, and in the best interests of the Settlement Class, including taking into account the relevant subfactors.
- e. The Settlement Agreement treats members of the Settlement Class equitably relative to each other.
- f. The parties have also identified all agreements made in connection with the proposal, which in this case are the Settlement Agreement and a separate confidential agreement between the parties regarding the number of opt-outs necessary to give Defendants the option to terminate the Settlement Agreement. The Court has access to that agreement via *in camera* review and finds it reasonable, fair, and adequate for preliminary approval purposes.
- g. The *Bennett* factors similarly support the grant of preliminary approval of the Settlement Agreement. *See Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). Those factors include (1) "the likelihood of success at trial"; (2) "the range of possible recovery"; (3) "the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable"; (4) "the complexity, expense and duration of litigation"; (5) "the substance and amount of opposition to the settlement"; and (6) "the stage of proceedings at which the settlement was achieved." *Id.* Each of these factors are addressed in Direct Purchaser Plaintiffs' Motion, and the Court finds them satisfied for purposed of preliminary approval.

Class Certification

- 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and in light of the proposed settlement, the Court hereby finds that the prerequisites for a class action have been met, and provisionally certifies the following class for settlement purposes:

All persons and entities in the United States, their territories, and the District of Columbia who purchased farm-raised Atlantic salmon or products derived therefrom directly from one or more Defendants from April 10, 2013 until the date of Preliminary Approval. Excluded from the Settlement Class are the Court and its personnel and any Defendants and their parent, subsidiary, or affiliated companies.

5. The proposed Settlement Class here satisfies the applicable requirements of Rule 23(a) and of Rule 23(b)(3) for settlement purposes. The Court finds that provisional certification of the Settlement Class is warranted in light of the Settlement Agreement because: (a) the Settlement Class is so numerous that joinder is impracticable; (b) the Direct Purchaser Plaintiffs' claims present common issues and are typical of the Settlement Class; (c) the Direct Purchaser Plaintiffs and Class Counsel (identified below) will fairly and adequately represent the Settlement Class; and (d) common issues predominate over individual issues affecting the members of the Settlement Class. The Court further finds that the Direct Purchaser Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class. The Court also finds that settlement of this action on a class basis is superior to other means of resolving the matter.
6. Provisional certification of the Settlement Class is for settlement purposes only, shall not constitute evidence in any other proceeding, and may not be cited in support of the certification of any other proposed class.

Appointment of Class Representative and Class Counsel

7. The Court hereby appoints Plaintiff Euclid Fish Company, Euro USA Inc., Schneider's Fish and Sea Food Corporation, and The Fishing Line LLC as class representatives for settlement purposes.
8. The Court hereby appoints the law firms of Podhurst Orseck P.A. and Hausfeld LLP ("Class Counsel") as to serve as co-lead settlement Class Counsel for the Settlement Class, having determined that the requirements of Rule 23(g) are fully satisfied by these appointments.

Notice to Potential Settlement Class Members

9. The Settlement Class shall receive notice in accordance with the terms of this Order. The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.
10. On or before [DATE – 5 days after entry of Preliminary Approval], JND shall disseminate Notice.
11. On or before [DATE – 14 days after entry of Preliminary Approval], Class Counsel shall file with the Court an affidavit attesting that Settlement Notice was disseminated as ordered and their motion for an award of attorneys’ fees and expenses from the settlement proceeds, and, if permitted under Eleventh Circuit law, an incentive payment to the Direct Purchaser Plaintiffs to be paid from the Settlement Fund.
12. On or before [DATE – 60 days after entry of Preliminary Approval], Class Counsel shall file with the Court their motion for: final approval of the proposed settlement with Defendants, and approval of a proposed plan of distribution of the settlement proceeds from the settlement.
13. All requests for exclusion from the Settlement Class must be in writing, postmarked no later than [DATE - 35 days after deadline for disseminating Settlement Notice], and must otherwise comply with the requirements set forth in the Notice.
14. Any objection by any member of the Settlement Class to the proposed settlement, or to the request for attorneys’ fees and expenses, must be in writing, must be filed with the Clerk

of Court and postmarked no later than [DATE - 35 days after deadline for disseminating Settlement Notice], and must otherwise comply with the instructions set forth in the Notice.

15. The Court will hold a Fairness Hearing on [DATE, TIME - 90 days after entry of preliminary approval order], at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Room 13-3, Miami, Florida 33128 (or such other courtroom as may be assigned for the hearing), to determine whether to approve: (1) the proposed settlement; (2) the proposed plan of distribution of the Settlement Fund; (3) Class Counsel's request for an award of attorneys' fees and litigation costs and expenses from the Settlement Fund; and (4) the request for an incentive payment to the Direct Purchaser Plaintiffs, to be paid from the Settlement Fund. Any Settlement Class member who follows the procedure set forth in the Notice may appear and be heard at this hearing. If the Court believes that it is appropriate, the hearing may be conducted remotely by telephone or other electronic means. If the Court determines to hold the hearing remotely, Class Counsel shall post that information on the website devoted to the direct purchaser litigation and provide any class member that has informed the Court that it intends to participate the information required to remotely participate. The Fairness Hearing may be rescheduled, adjourned or continued, and the courtroom assigned for the hearing may be changed, without further notice to the Settlement Class.
16. Any Settlement Class member who wishes to participate in the distribution of the settlement funds must submit a claim in accordance with the instructions therein, postmarked or submitted online on or before [DATE – 30 days after Fairness Hearing].
17. The Court orders Defendants to provide the relevant notices as required by the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*, to the extent they have not already done so.
18. In aid of the Court's jurisdiction to implement and enforce the proposed Settlement, as of the date of the entry of this Order, all claims asserted by the Settlement Class against Defendants are stayed pending further Order of the Court, and Direct Purchaser Plaintiffs and all members of the Settlement Class shall be preliminarily enjoined from commencing

or prosecuting any action or other proceeding against Defendants asserting any of the Claims released in the Settlement Agreement pending final approval of the Settlement Agreement or until such time as this Court lifts such injunction by subsequent order.

19. If the Settlement Agreement is terminated in accordance with its provisions, or is not approved by the Court or any appellate court, then the Settlement Agreement and all proceedings had in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Direct Purchaser Plaintiffs, Defendants, and members of the Settlement Class.

20. If the Settlement Agreement is terminated or is ultimately not approved, the Court will modify any existing scheduling order to ensure that the parties will have sufficient time to prepare for the resumption of litigation, including but not limited to, class-certification and dispositive motion practice, and preparation for trial.

IT IS SO ORDERED.

May ___, 2022

CHIEF JUDGE CECILIA M. ALTONAGA
UNITED STATES DISTRICT COURT JUDGE