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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

PATRICK HENDRICKS, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

STARKIST CO.,

Defendant.

Case No. 3:13-cv-0729-HSG

**SECOND AMENDMENT TO STIPULATION
OF SETTLEMENT**

1 WHEREAS the parties wish to amend the May 13, 2015 Stipulation of Settlement (Doc.
2 184-1) (“Settlement Agreement”) to conform the terms of the release as closely as possible to
3 those set forth in ¶ 24 of the Long Form Class Notice, which was previously disseminated to the
4 Class pursuant to the July 23, 2015 Order Granting Preliminary Approval (Doc. 194);

5 WHEREAS the parties also wish to narrow the release to address the concerns raised in the
6 February 19, 2016 Order Denying Motion For Final Approval And Denying Motion For
7 Attorney’s Fees As Moot (Doc. 336);

8 THE PARTIES HEREBY STIPULATE, by and through their undersigned counsel:

9 1. The prior Amendment To Stipulation Of Settlement, executed December 10, 2015
10 (Doc. 323-2) is withdrawn, and is superseded by this Second Amendment To Stipulation Of
11 Settlement.

12 2. Pursuant to Section 8.4 of the Settlement Agreement (Doc. 184-1), the parties
13 hereby agree to modify, and do modify, Section 6.1 of the Settlement Agreement to read as
14 follows:

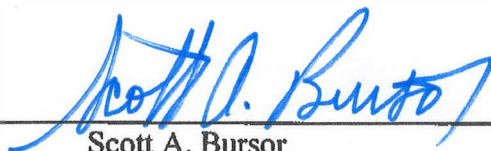
15 6.1 Release by Settlement Class Members. If the Court grants
16 final approval of the settlement, all members of the Class will
17 release and forever discharge any and all claims or causes of action
18 arising from the factual allegations and/or legal claims made in the
19 Action, whether in law or equity, whether seeking damages or any
20 other relief (including attorneys’ fees), of any kind or character,
21 known or unknown, that are now recognized by law or that may be
22 created or recognized in the future by statute, regulation, judicial
23 decision, or in any other manner, based upon any federal or state
24 statutory or common law, including, without limitation, claims
25 sounding in tort, contract, and the consumer protection laws of the
26 United States or of any state or other jurisdiction within the United
27 States, as well as under the unfair or deceptive trade practices, trade
28 regulation, consumer fraud, misrepresentation, and false advertising

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law of the United States or any state or other jurisdiction within the United States (the "Released Claims"). Excluded from the Released Claims are (a) any and all claims for personal injury, wrongful death, and/or emotional distress arising from personal injury, (b) any claims of any person or entity that purchased StarKist Products for purposes of resale or commercial food preparation and not for his/her/its own consumption (*i.e.*, "Resellers"), and (c) any antitrust claim arising from a conspiracy among, or collusive agreement between, StarKist and one or more of its competitors.


3. Except as expressly modified by the terms of this amendment, the Settlement Agreement remains in full force and effect and, together with this amendment, constitutes the final written expression of all of the terms of settlement.

DATED: March 1, 2016



Scott A. Bursor
Bursor & Fisher, P.A.
*Attorneys for Class Representative, the Interested Parties
and the Putative Settlement Class*

DATED: March 1, 2016



Robert B. Hawk
HOGAN LOVELLS US LLP
Attorneys for Defendant StarKist Co.