

## If You Purchased StarKist Tuna, You May Benefit From A Proposed Class Action Settlement

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

- A Proposed Settlement has been reached in a class action lawsuit. The lawsuit claims that StarKist Co. (“StarKist”) under-filled certain 5 oz. canned tuna products in violation of state and federal law. StarKist denies that it under-filled its products and denies that it did anything wrong. The Court did not rule in favor of Plaintiff or StarKist. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.
- You are a Class Member if you are a resident of the United States of America who purchased (a) one or more 5 oz. can of Chunk Light Tuna in Water, (b) one or more 5 oz. can of Chunk Light Tuna in Oil, (c) one or more 5 oz. can of Solid White Tuna in Water, or (d) one or more 5 oz. can of Solid White Tuna in Oil (collectively, the “StarKist Products”) from February 19, 2009 through October 31, 2014.
- If you are eligible, you may submit a claim for either (a) a cash payment of \$25, or (b) \$50 in product vouchers redeemable for StarKist tuna products (the “Settlement Benefits”). You may choose to claim the cash payment or the product vouchers, whichever you prefer. These claim amounts may be subject to pro rata dilution if the total amount of claims exceeds the available settlement funds.

**Please read this Notice carefully and in its entirety.  
Your rights may be affected by the Settlement of this Lawsuit,  
and you have a choice to make now about how to act:**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>                       |   |
|---|---|
| <b>WHAT IS THIS?</b>  | A Proposed Settlement has been reached in a class action lawsuit. The lawsuit alleges that StarKist under-filled the tuna in its 5 oz. cans in violation of federal law.                            |
| <b>SUBMIT A CLAIM<br/>POSTMARKED BY<br/>NOVEMBER 20, 2015</b>                 | <b>This is the only way to receive Settlement Benefits.</b> By submitting a claim, you will give up any rights to sue StarKist separately about the same legal claims in this lawsuit.              |
| <b>EXCLUDE YOURSELF<br/>FROM THE CLASS BY<br/>NOVEMBER 20, 2015</b>           | If you opt out of the settlement, you will not be eligible to receive the Settlement Benefits, but you will keep any rights to sue StarKist separately about the same legal claims in this lawsuit. |
| <b>OBJECT OR COMMENT BY<br/>NOVEMBER 20, 2015</b>                             | You may write to the Court about why you do, or do not, like the Settlement. You must remain in the class to comment in support of or in opposition to the settlement.                              |
| <b>APPEAR IN THE LAWSUIT<br/>OR ATTEND A HEARING ON<br/>DECEMBER 17, 2015</b> | You may ask to speak in Court about the fairness of the settlement. You may enter your appearance in Court through an attorney if you so desire.  |
| <b>DO NOTHING</b>   | If you do nothing, you will receive no Settlement Benefits. You also give up your right to sue StarKist on your own regarding any claims that are part of the settlement.                           |

- Your options – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. The Settlement Benefits will be made available if the Court approves the settlement and after any appeals are resolved.

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

If you purchased one or more of the StarKist Products from February 19, 2009 through October 31, 2014, you have a right to know about a Proposed Settlement of a class action lawsuit and your options. If you have received this Notice in the mail or by email, you have been identified from available records as a purchaser of the StarKist Products. You also may have received this Notice because you requested more information after reading the Publication Notice.

The Court ordered that you be given this Notice because you have a right to know about a Proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will oversee the Settlement Benefits that the settlement allows. You will be informed of the progress of the settlement.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Hendricks v. StarKist Co.*, Case No. 13-CV-00729-HSG. The person who sued is called the Plaintiff, and the company he sued, StarKist, is called the Defendant.

### **2. What is this lawsuit about?**

This lawsuit claimed that StarKist under-filled certain 5 oz. canned tuna products in violation of state and federal law.

StarKist denies that it under-filled its products and denies that it did anything wrong, and the Court has not made any ruling on the factual allegations in the lawsuit. StarKist denies that the Plaintiffs and the Class have suffered any damages or that they have been harmed in any way. StarKist, however, has chosen to provide its customers with a cash payment and/or vouchers for StarKist products rather than spending additional money on costly litigation.

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

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Plaintiff Patrick Hendricks) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The named plaintiff who sued is called the Plaintiff. The company he sued (in this case, StarKist) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

### **4. Am I part of this Class?**

If you fit into the following description, you are a Class Member:

All residents of the United States of America who, from February 19, 2009 through October 31, 2014, purchased any of the StarKist Products (*i.e.*, 5 oz. Chunk Light in Water, 5 oz. Chunk Light in Oil, 5 oz. Solid White in Water, and 5 oz. Solid White in Oil).

You are a Class Member if you purchased one or more of these products from February 19, 2009 through October 31, 2014:

5 oz. StarKist Chunk Light Tuna in Water



5 oz. StarKist Chunk Light Tuna in Oil



5 oz. StarKist Solid White Tuna in Water



5 oz. StarKist Solid White Tuna in Oil



StarKist 5 oz. Chunk White in Water is *not* included.

## THE CLAIMS IN THE LAWSUIT

### 5. What does the lawsuit complain about?

StarKist sells tuna products throughout the United States, including the StarKist Products in this case (*i.e.*, 5 oz. Chunk Light in Water, 5 oz. Chunk Light in Oil, 5 oz. Solid White in Water, and 5 oz. Solid White in Oil). Plaintiff alleges that StarKist under-filled certain of its 5 oz. cans in violation of state and federal law. You can read [Plaintiff's Complaint](http://www.tunalawsuit.com) at <http://www.tunalawsuit.com>.

## 6. How does StarKist answer?

StarKist denies any wrongdoing and denies the Plaintiff's allegations. You can read StarKist's [Answer to the Complaint](#) at <http://www.tunalawsuit.com>.

## 7. Has the Court decided who is right?

The Court hasn't decided whether the Defendant or the Plaintiff are correct. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.

### YOUR LEGAL RIGHTS AND OPTIONS

You have to decide now whether to submit a claim, do nothing at all, or ask to be excluded from the Proposed Settlement. You may also choose to object to the Proposed Settlement.

## 8. What does the Proposed Settlement provide if I submit a claim?

The settlement provides that StarKist will pay \$8 million in cash and \$4 million in vouchers redeemable for StarKist tuna products. You may submit a claim for either (a) a cash payment of \$25, or (b) \$50 in product vouchers redeemable for StarKist tuna products. You may choose to claim the cash payment or the product vouchers, whichever you prefer. These claim amounts may be subject to pro rata dilution if the total amount of claims exceeds the available settlement funds.

You do not need a receipt or other proof of purchase to submit a claim. You will, however, be required to submit a Claim Form confirming under penalty of perjury (i) the specific StarKist product(s) you purchased, and (ii) that the purchase or purchases were made within the Settlement Class Period.

## 9. How do I submit a claim form?

Class Members who wish to receive Settlement Benefits must submit claims.

To submit a claim, you must complete a Claim Form. You can get a Claim Form on the Internet at <http://www.tunalawsuit.com>. Read the instructions carefully, fill out the form, and submit it online on or before November 20, 2015. Alternatively, you may also submit your Claim Form by mailing it to the following address: *Hendricks v. StarKist Co.* Settlement Administrator, P.O. Box 40007, College Station, TX 77842-4007. It must be postmarked no later than November 20, 2015.

If you received this Notice in the mail or by email, a Claim Form is enclosed or attached.

## 10. What if I didn't get a Claim Form in the mail or by email?

If you didn't receive a Claim Form in the mail or by email, you can obtain the Claim Form in one of three ways:

- (1) By Phone:** Call toll-free, 1-888-643-6376
- (2) By Mail:** Write to *Hendricks v. StarKist Co.* Settlement Administrator, P.O. Box 40007, College Station, TX 77842-4007. Be sure to include your name and mailing address.
- (3) Online:** You can download the Claim Form at <http://www.tunalawsuit.com>. You can also submit a Claim Form online through the same website.

## 11. What happens if I do nothing at all?

By doing nothing, you are staying in the Class but will not receive any Settlement Benefits.

Keep in mind that if you do nothing now, you will not be able to separately sue, or continue to sue, StarKist – as part of any other lawsuit – for the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action. You must exclude yourself to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against StarKist about the subject matter of this lawsuit ever again.

## 12. Why would I ask to be excluded?

If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get any Settlement Benefits from the Proposed Settlement. However, you may then be able to separately sue or continue to sue StarKist for the legal claims that are the subject of this lawsuit. If you exclude yourself, you will not be legally bound by the Court’s judgments in this Proposed Settlement.

If you bring your own lawsuit against StarKist after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against StarKist, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

## 13. How do I exclude myself from the Class?

To exclude yourself from the Class, you must send a written request for exclusion *that is received no later than November 20, 2015*, to:

*Hendricks v. StarKist Co.* Settlement Administrator  
P.O. Box 40007  
College Station, TX 77842-4007

Your request for exclusion *must* contain: (1) the name of this lawsuit, “*Hendricks v. StarKist Co.*, Case No. 13-CV-00729-HSG”; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature. You may also get an [Exclusion Request Form](#) at <http://www.tunalawsuit.com>.

## 14. How do I tell the Court I don’t like the Proposed Settlement?

If you’re a Class Member, you can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter that contains all the following:

- Your name and current address, and your lawyer’s name and address if you are objecting through counsel;
- The name of the lawsuit, *Hendricks v. StarKist Co.*, Case No. 13-CV-00729-HSG;
- A statement of your objections and the reasons for each objection you make;
- A list of the documents you are giving the Court to support your objections, if any;
- A list of any legal authorities you want the Court to consider;
- The names and addresses of any witnesses you want to call to testify, and a summary of the witnesses’ expected testimony;
- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak; *and*
- Your signature (or your lawyer’s signature).

Your objection must be signed, mailed, and **postmarked by** November 20, 2015 to the Court at:

Clerk of the Court  
United States District Court  
Northern District of California  
450 Golden Gate Ave.  
San Francisco, CA 94102

Copies of your objection **must also** be signed, mailed, and **postmarked by** November 20, 2015 to the following addresses:

Counsel for the Class  
Scott A. Bursor  
Bursor & Fisher, P.A.  
888 Seventh Avenue  
New York, NY 10019

Counsel for StarKist  
Robert Hawk  
Hogan Lovells LLP  
4085 Campbell Avenue, Suite 100  
Menlo Park, CA 94025

If you object through a lawyer, you will have to pay for the lawyer yourself.

### **15. What's the difference between objecting and excluding?**

Objecting is simply telling the Court you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **16. Can I appear or speak in this lawsuit and Proposed Settlement?**

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

### **17. How can I appear in this lawsuit?**

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you must give the Court a paper that is titled a "Notice of Appearance." The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court's Fairness Hearing on the Proposed Settlement. If you submit an objection (see question 14 above) and would like to speak about the objection at the Court's Fairness Hearing, both your Notice of Appearance and your objection should be included in that information.

Your Notice of Appearance must be signed, mailed, and **postmarked by** November 20, 2015 to the Court at:

Clerk of the Court  
United States District Court  
Northern District of California  
450 Golden Gate Ave.  
San Francisco, CA 94102

Copies of your Notice of Appearance **must also** be signed, mailed, and **postmarked by** November 20, 2015 to the same two addresses appearing on page 6 of this Notice, in question 14.

## THE LAWYERS REPRESENTING YOU

### 18. Do I have a lawyer in this case?

The law firm of Bursor & Fisher, P.A. (“Class Counsel”) represents you and the other Class Members. You will not be charged for these lawyers. More information about Bursor & Fisher, P.A., their practice, and the firm’s lawyers are available at [www.bursor.com](http://www.bursor.com).

### 19. Should I get my own lawyer?

If you choose to remain in the Class, you do not need to hire your own lawyer because Settlement Class Counsel are working on your behalf. But, if you want your own lawyer, you will be responsible for paying that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### 20. How will the lawyers be paid?

From the inception of the litigation in January 2013 to the present, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the settlement, Class Counsel will also make a motion to the Court for an award of attorneys’ fees of up to one-third of the total \$12 million value of the Settlement Fund. The Court may award less than that. In addition to those attorneys’ fees, Class Counsel will also seek reimbursement of their out-of-pocket expenses from the Settlement Fund. Class Counsel will file their motion for attorneys’ fees and reimbursement of expenses by October 30, 2015, which will be publicly available for viewing along with supporting materials at <http://www.tunalawsuit.com>. Objections are due by November 20, 2015. No matter what the Court decides with regard to the requested attorneys’ fees, costs and expenses, Class Members will not go out of pocket for the fees or expenses of Class Counsel. Class Counsel will seek final approval of the settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

## THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don’t have to attend or speak.

### 21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. on December 17, 2015, at the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, Courtroom 15, 18<sup>th</sup> Floor. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also consider Class Counsel’s proposed Plan Of Allocation of the Settlement Fund and Settlement Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the Proposed Settlement, whether to approve the proposed Plan of Allocation, and whether to grant Class Counsel’s request for attorneys’ fees and expenses. We do not know how long these decisions will take.

### 22. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must follow the steps listed in number 16 and 17 above. You cannot speak at the hearing if you excluded yourself.

## **FINAL SETTLEMENT APPROVAL**

### **24. What is the effect of final settlement approval?**

If the Court grants final approval of the settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the under-filling of tuna in the StarKist Products, whether in law or equity, whether seeking damages or any other relief (including attorneys' fees), of any kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, based upon any federal or state statutory or common law, including, without limitation, claims sounding in tort, contract, and the consumer protection laws of the United States or of any state or other jurisdiction within the United States, as well as under the unfair or deceptive trade practices, trade regulation, consumer fraud, misrepresentation, and false advertising law of the United States or any state or other jurisdiction within the United States, including, but not limited to, any claims relating to the under-filling of tuna in the StarKist Products (the "Released Claims"). Excluded from the Released Claims are any and all claims for personal injury, wrongful death, and/or emotional distress arising from personal injury.

If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved and litigation resumes, the Class will recover more than is provided for under the settlement, or will recover anything.

## **GETTING MORE INFORMATION**

### **25. Are more details available?**

This Notice is only intended to provide a summary of the Proposed Settlement. You may obtain the complete text of the settlement agreement at <http://www.tunalawsuit.com>, by writing to the Settlement Administrator (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, under the Civil Action Number 13-CV-00729-HSG.

Visit the website, at <http://www.tunalawsuit.com>, where you will find the [Plaintiff's Complaint](#), [StarKist's Answer](#), a [Claim Form](#) and an [Exclusion Request Form](#).

You may also contact Class Counsel by email at [info@bursor.com](mailto:info@bursor.com), or by writing to

*Hendricks v. StarKist Co.* Settlement Administrator  
P.O. Box 40007  
College Station, TX 77842-4007

**PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.**

DATED: July 23, 2015

**BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA**