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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JONATHAN BOWDLE, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

KING'S SEAFOOD COMPANY, LLC,

Defendant.

Case No. 8:21-cv-01784-CJC-JDE
SETTLEMENT AGREEMENT

1 This Settlement Agreement, dated August 23, 2022, is made and entered into
2 by and among Plaintiff Jonathan Bowdle, individually and on behalf of the
3 Settlement Class and King’s Seafood Company, LLC (“King’s Seafood” or
4 “Defendant”), by and through their respective counsel.

5 **RECITALS**

6 WHEREAS, on October 27, 2021, Mr. Bowdle filed a class action complaint
7 (the “Complaint”) in the United States District Court for the Central District of
8 California (the “Court”) entitled, *Bowdle v. King’s Seafood Company, LLC*, Case No.
9 8:21-cv-01784-CJC-JDE (the “Litigation”);

10 WHEREAS, the Complaint asserts claims against Defendant for: (1)
11 negligence; (2) breach of implied contract; (3) invasion of privacy; (4) breach of
12 confidence; (5) unjust enrichment; (6) violation of the Nevada Deceptive Trade
13 Practices Act, Nev. Rev. Stat. §§ 598.0915 & 598.0923; and (7) violation of the
14 Nevada Data Breach Law, Nev. Rev. Stat. § 603A.010, *et seq.*, arising from the Data
15 Security Incident (as such term is defined below);

16 WHEREAS, Defendant has denied and continues to deny (a) each and every
17 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted
18 or which could have been asserted in this Litigation, (b) that the Representative
19 Plaintiff in the Action and the class he purports to represent have suffered any
20 damage, and (c) that the Action satisfies the requirements to be tried as a class action
21 under Federal Rule of Civil Procedure 23. Without acknowledging any fault or
22 liability on the part of the Defendant, the Settling Parties have agreed to enter into
23 this Agreement as an appropriate compromise of Representative Plaintiff’s and Class
24 Members’ claims to put to rest all controversy and to avoid the uncertainty, risk,
25 and/or expense of burdensome, protracted, and costly litigation that would be
26 involved in prosecuting and defending this Action. This agreement is for settlement
27 purposes only, and nothing in this agreement shall constitute, be construed as, or be
28 admissible in evidence as any admission of the validity of any claim or any fact

1 alleged by Representative Plaintiff in this action or in any other pending or
2 subsequently filed action, or of any wrongdoing, fault, violation of law, or liability
3 of any kind on the part of Defendant or admission by any of the parties of the validity
4 or lack thereof of any claim, allegation, or defense asserted in this Litigation or in
5 any other action;

6 WHEREAS, the Settling Parties participated in good faith, arms-length
7 settlement discussions over the course of several months, through which the basic
8 terms of a settlement were negotiated and finalized;

9 WHEREAS, Class Counsel conducted a thorough examination and evaluation
10 of the relevant law and facts to assess the merits of the claims to be resolved in this
11 settlement and how best to serve the interests of the putative class in the Litigation.
12 Based on this investigation and the negotiations described above, Class Counsel have
13 concluded, taking into account the sharply contested issues involved, the risks,
14 uncertainty and cost of further prosecution of this Litigation, and the benefits to be
15 provided to the Settlement Class pursuant to this Agreement, that a settlement with
16 Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and
17 in the best interests of the putative class;

18 WHEREAS, this Settlement Agreement is intended to fully, finally and forever
19 resolve all claims and causes of action asserted, or that could have been asserted
20 based upon the facts alleged in the Complaint, against Defendant and the Released
21 Persons, by and on behalf of the Representative Plaintiff and Settlement Class
22 Members, and any other such actions by and on behalf of any other putative classes
23 of individuals against Defendant originating, or that may originate, in jurisdictions in
24 the United States, reasonably related to the operative facts alleged in the Complaint.

25 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the
26 Representative Plaintiff, Class Counsel, and Defendant, that, subject to the approval
27 of the Court as provided for in this Agreement, the Litigation and Released Claims
28 (including Unknown Claims) shall be fully and finally settled, compromised, and

1 released, and the Litigation shall be dismissed with prejudice, on the following terms
2 and conditions:

3 **I. DEFINITIONS**

4 As used in this Settlement Agreement, the following terms have the meanings
5 specified below:

6 1.1 “Agreement” or “Settlement Agreement” means this agreement.

7 1.2 “Claims Administration” means the processing and payment of claims
8 received from Settlement Class Members by the Claims Administrator.

9 1.3 “Claims Administrator” means a company to be selected by Defendant,
10 with the approval of Class Counsel which approval shall not be unreasonably
11 withheld, experienced in administering class action claims generally and specifically
12 those of the type provided for and made in data breach litigation.

13 1.4 “Claims Deadline” means the postmark and/or online submission
14 deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is
15 90 days after the Notice Commencement date.

16 1.5 “Claim Form” means the claim form to be used by Settlement Class
17 Members to submit a Settlement Claim, either through the mail or online through the
18 Settlement Website, substantially in the form as shown in **Exhibit A**.

19 1.6 “Class Members” means all individuals residing in the United States to
20 whom Defendant or its authorized representative sent a notice concerning the 2021
21 Data Security Incident announced by Defendant. Class Members specifically
22 excludes: (i) King’s Seafood and King’s Seafood’s parents, subsidiaries, affiliates
23 and any entity in which King’s Seafood has a controlling interest; and (ii) all judges
24 assigned to hear any aspect of this Litigation as well as their immediate family
25 members. Class Members consists of approximately 2,875 individuals. These
26 individuals constitute the “Settlement Class” solely for purposes of certifying a
27 settlement class in this Litigation.
28

1 1.7 “Costs of Claims Administration” means all actual costs associated with
2 or arising from Claims Administration. Defendant shall pay all Costs of Claims
3 Administration.

4 1.8 “Court” means the United States District Court for the Central District
5 of California.

6 1.9 “Data Security Incident” means the cyberattack perpetrated on King’s
7 Seafood beginning on or around June 4, 2021, and which Defendant learned about
8 on or around August 23, 2021.

9 1.10 “Dispute Resolution” means the process for resolving disputed
10 Settlement Claims as set forth in this Agreement.

11 1.11 “Effective Date” means the first date by which all of the events and
12 conditions specified in ¶ 11.1 herein have occurred and been met.

13 1.12 “Final” means the occurrence of all of the following events: (i) the
14 settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the
15 Court has entered a Judgment (as that term is defined herein); and (iii) the time to
16 appeal or seek permission to appeal from the Judgment has expired or, if appealed,
17 the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its
18 entirety by the court of last resort to which such appeal may be taken, and such
19 dismissal or affirmance has become no longer subject to further appeal or review.
20 Notwithstanding the above, any order modifying or reversing any attorneys’ fee
21 award or service award made in this case shall not affect whether the Judgment is
22 “Final” as defined herein or any other aspect of the Judgment.

23 1.13 “Judgment” means a judgment rendered by the Court.

24 1.14 “Long Notice” means the long form notice of settlement posted on the
25 Settlement Website, substantially in the form as shown in **Exhibit B**.

26 1.15 “Notice Commencement Date” means thirty days (30) following entry
27 of the Preliminary Approval Order.
28

1 1.16 “Notice Program” means steps taken by the Claims Administrator to
2 notify Class Members of the settlement as set forth below.

3 1.17 “Objection Date” means the date by which Settlement Class Members
4 must file with the Court, with service to counsel for the Settling Parties, their
5 objection to the Settlement Agreement for that objection to be effective. The
6 Objection Date is 60 days after the Notice Commencement Date.

7 1.18 “Opt-Out Date” means the date by which Class Members must mail
8 their requests to be excluded from the Settlement Class for that request to be
9 effective. The postmark date shall constitute evidence of the date of mailing for these
10 purposes. The Opt-Out Date is 60 days after the Notice Commencement Date.

11 1.19 “Person” means an individual, corporation, partnership, limited
12 partnership, limited liability company or partnership, association, joint stock
13 company, estate, legal representative, trust, unincorporated association, government
14 or any political subdivision or agency thereof, and any business or legal entity, and
15 their respective spouses, heirs, predecessors, successors, representatives, or
16 assignees.

17 1.20 “Preliminary Approval Order” means the order preliminarily approving
18 the Settlement Agreement and ordering that notice be provided to Class Members
19 substantially in the form attached hereto as **Exhibit C**.

20 1.21 “Proposed Settlement Class Counsel” and “Class Counsel” means M.
21 Anderson Berry of Clayco C. Arnold, A Professional Law Corp., and Rachele R.
22 Byrd of Wolf Haldenstein Adler Freeman & Herz LLP.

23 1.22 “Related Entities” means King’s Seafood’s respective past or present
24 officers, directors, employees, servants, members, partners, principals, shareholders,
25 owners, parents, subsidiaries, divisions, partnerships, and related or affiliated entities,
26 and each of their respective predecessors, successors, directors, officers, employees,
27 principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal
28 representatives, assigns, transferees, trustees, insurers, and reinsurers, and includes,

1 without limitation, any Person related to any such entity who is, was, or could have
2 been named as a defendant in any of the actions in the Litigation.

3 1.23 “Released Claims” shall collectively mean any and all past, present, and
4 future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees,
5 losses, rights, demands, charges, complaints, actions, suits, petitions, obligations,
6 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, whether
7 known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or
8 contingent, direct or derivative, matured or unmatured, in law or equity, and any other
9 form of legal or equitable relief that has been asserted, was asserted, or could have
10 been asserted, by any Settlement Class Member against any of the Released Persons
11 reasonably related to the operative facts alleged in or otherwise described by the
12 Complaint. Released Claims shall not include the right of any Settlement Class
13 Member or any of the Released Persons to enforce the terms of the settlement
14 contained in this Settlement Agreement, and shall not include the claims of Class
15 Members who have timely excluded themselves from this settlement proceeding
16 using the protocol described herein.

17 1.24 “Released Persons” means King’s Seafood and its Related Entities.

18 1.25 “Settlement Claim” means a claim for settlement benefits made under
19 the terms of this Settlement Agreement.

20 1.26 “Settlement Class Member(s)” means Class Members who do not
21 timely and validly opt-out of the Agreement by excluding themselves from this
22 settlement proceeding using the protocol described herein.

23 1.27 “Settlement Class Representative” or “Representative Plaintiff” means
24 Jonathan Bowdle.

25 1.28 “Settling Parties” means, collectively, King’s Seafood and Plaintiff,
26 individually and on behalf of the Settlement Class Members.

27 1.29 “Settlement Website” means a website, the URL for which to be
28 mutually selected by the Settling Parties, that will inform Class Members of the terms

1 of this Settlement Agreement, their rights, dates and deadlines and related
2 information, as well as provide the Class Members with the ability to submit a
3 Settlement Claim online.

4 1.30 “Short Notice” means the short form notice of the proposed class action
5 settlement, substantially in the form as shown in **Exhibit D**. The Short Notice will
6 direct recipients to the Settlement Website and inform Class Members of, among
7 other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date
8 of the Final Fairness Hearing.

9 1.31 “Unknown Claims” means any of the Released Claims that any
10 Settlement Class Member, including Plaintiff, does not know or suspect to exist in
11 his/her favor at the time of the release of the Released Persons that, if known by him
12 or her, might have affected his or her settlement with, and release of, the Released
13 Persons, or might have affected his or her decision not to object to and/or to
14 participate in this Settlement Agreement. With respect to any and all Released
15 Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff
16 intends to and expressly shall have, and each of the Settlement Class Members intend
17 to and shall be deemed to have, and by operation of the Judgment shall have, waived,
18 to the fullest extent permitted by law, the provisions, rights, and benefits conferred
19 by California Civil Code § 1542 and also any and all provisions, rights, and benefits
20 conferred by any law of any state, province, or territory of the United States
21 (including, without limitation, California Civil Code §§ 1798.80, *et seq.*; Montana
22 Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota
23 Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California
24 Civil Code §1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
26 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
27 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
28 EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR

1 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
2 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3 Settlement Class Members, including Plaintiff, may hereafter discover facts in
4 addition to, or different from, those that they, and any of them, now know or believe
5 to be true with respect to the subject matter of the Released Claims, but Plaintiff
6 expressly shall have, and each other Settlement Class Member shall be deemed to
7 have, and by operation of the Judgment shall have, upon the Effective Date, fully,
8 finally and forever settled and released any and all Released Claims and Unknown
9 Claims. The Settling Parties acknowledge, and the Settlement Class Members shall
10 be deemed by operation of the Judgment to have acknowledged, that the foregoing
11 waiver is a material element of the Settlement Agreement of which the Released
12 Claims are a part.

13 1.32 “United States” as used in this Settlement Agreement includes all 50
14 states, the District of Columbia, and all territories.

15 1.33 “Valid Claims” means Settlement Claims in an amount approved by the
16 Claims Administrator or found to be valid through the claims processing and/or
17 Dispute Resolution process, or through the process for review and challenge set forth
18 in the section entitled, “Administration of Claims.”

19 **II. SETTLEMENT CLASS BENEFITS**

20 2.1 Identity Protection and Credit Monitoring Services. All Settlement
21 Class Members are eligible for two (2) years of free identity-theft protection, called
22 “Financial Shield” by Aura. The two years of free identity-theft protection provided
23 under this Settlement Agreement shall be in addition to any other identity-theft
24 protection and/or credit monitoring received by Settlement Class Members from
25 Defendant. Settlement Class Members must submit a Claim Form to be provided
26 with this benefit. The commencement of protection and monitoring will begin upon
27 the Effective Date of the settlement and will remain available for commencement for
28 90 days thereafter. Protection and monitoring provided shall include, at a minimum:

- 1 a) Credit monitoring at one of the three major credit reporting
- 2 agencies: Equifax, Experian or TransUnion.
- 3 b) Dark web monitoring.
- 4 c) Identity restoration and recovery services.
- 5 d) \$1,000,000 identity theft insurance with no deductible.

6 2.1.1 Settlement Class Members can enroll for these identity protection
7 and credit monitoring services whether or not they are eligible for a monetary
8 recovery under this Settlement.

9 2.1.2 Those Settlement Class Members who enroll in monitoring and
10 protection services and who already have obtained monitoring and protection
11 services offered through Defendant as a result of the Data Security Incident will
12 receive an additional two (2) years of monitoring and protection services from the
13 expiration date of the monitoring and protection services already received.

14 2.2 Cash Benefits. Defendant agrees to make available the below
15 compensation to Settlement Class Members who submit valid and timely Claim
16 Forms. Claims will be reviewed for completeness and plausibility by the Claims
17 Administrator. For claims deemed invalid, the Claims Administrator shall provide
18 claimants an opportunity to cure, unless an inability to cure is apparent from the face
19 of the claim, e.g., the claimant is not a Class Member.

20 2.2.1 Compensation for Ordinary Losses: Defendant will provide up to
21 \$450 in compensation to each Settlement Class Member upon submission of a valid
22 and timely Claim Form attesting under penalty of perjury that the Settlement Class
23 Member incurred expenses, fees, and/or lost time as a direct result of the Data
24 Security Incident and providing supporting documentation of out of pocket expenses
25 and fees. Ordinary losses can arise from the following categories of expenses, fees
26 and lost time:

- 27 a) Documented out of pocket expenses incurred as a direct
- 28 result of the Data Security Incident, namely, documented (1) costs incurred

1 associated with accessing or freezing/unfreezing credit reports with any credit
2 reporting agency or other entity; and (2) other expenses incurred, namely, postage,
3 copying, scanning, faxing, mileage and other travel-related charges, parking, notary
4 charges, research charges, cell phone charges (only if charged by the minute), long
5 distance phone charges, data charges (only if charged based on the amount of data
6 used), bank fees, accountant fees, and attorneys' fees, all of which must be fairly
7 traceable to the Data Security Incident and must not have been previously reimbursed
8 by a third party. Expenses must be supported by documentation substantiating the
9 full extent of the amount claimed and attested to under penalty of perjury;

10 b) Documented fees for credit reports, credit monitoring, or
11 other identity theft insurance product purchased between June 4, 2021 and the Claims
12 Deadline. These fees must be supported by documentation substantiating the full
13 extent of the amount claimed and the fees, as attested to under penalty of perjury, and
14 must be fairly traceable to the Data Security Incident;

15 c) Reimbursement for Lost Time: Settlement Class Members
16 may submit claims to be compensated for lost time they reasonably spent responding
17 to the Data Security Incident. Settlement Class Members may claim up to three (3)
18 hours of time compensated at the rate of \$20 per hour. All such lost time must be
19 fairly traceable to the Data Security Incident, reasonably described by type of lost
20 time incurred, and supported by an attestation under penalty of perjury that the time
21 spent was reasonably incurred dealing with the Data Security Incident.

22 2.2.2 Compensation for Extraordinary Losses: Defendant will provide
23 up to \$3,000 in compensation to each Settlement Class Member who submits a valid
24 and timely claim form and who proves monetary loss directly arising from
25 documented identity theft perpetrated on or against the Settlement Class Member if:

26 a) The loss is an actual, documented, and unreimbursed
27 monetary loss;

28 b) The loss was fairly traceable to the Data Security Incident;

1 c) The loss occurred after June 4, 2021 and before the date of
2 the close of the Claims Period;

3 d) The loss is not already covered by the “Compensation for
4 Ordinary Losses” category; and

5 e) The Settlement Class Member made reasonable efforts to
6 avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of
7 all available credit monitoring insurance and identity theft insurance.

8 2.2.3 Settlement Class Members seeking reimbursement under ¶¶ 2.2.1
9 and/or 2.2.2 must complete and submit to the Claims Administrator a Claim Form in
10 a form substantially similar to the one attached as **Exhibit A**, postmarked or
11 submitted online on or before the Claims Deadline. The notice to the Class Members
12 will specify this deadline and other relevant dates described herein. The Claim Form
13 must be verified by the Settlement Class Member with a statement that his or her
14 claim is true and correct, to the best of his or her knowledge and belief, and is being
15 made under penalty of perjury. Notarization shall not be required. Claims for
16 extraordinary losses and out of pocket expenses and fees must be supported by
17 documentation substantiating the full extent of the amount claimed and attested to
18 under penalty of perjury. Failure to provide such supporting documentation, as
19 requested on the Claim Form, shall result in denial of a claim. No documentation is
20 needed for lost-time expenses. Disputes as to claims submitted under this paragraph
21 are to be resolved pursuant to the provisions stated in ¶¶ 2.4, 10.1.

22 2.2.4 Defendant’s maximum, not to exceed payment obligations under
23 this Settlement for any claims made under paragraph 2.2 is \$350,000. To avoid any
24 ambiguity, the maximum in this paragraph excludes paragraph 2.1. This maximum
25 does not include any other relief provided in this Settlement Agreement. If approved
26 claims under paragraph 2.2 exceed the not to exceed amount, the Claims
27 Administrator shall modify the monetary proceeds to be distributed to affected
28 Settlement Class Members on a *pro rata* basis.

1 2.3 Business Practice Enhancements, Including Monetary Investment into
2 Data Security. For a period of 36 months beginning in July 2021, Defendant has and
3 will continue to undertake certain reasonable steps to enhance the security deployed
4 to secure access to its data network. Defendant estimates the cost or value of these
5 enhancements will exceed \$500,000. Defendant shall take or will take the following
6 steps:

- 7 a) Periodic third-party security auditor and/or internal IT security
8 personnel monitoring, scanning, and testing of data system
9 security, with prompt correction of detected problems;
- 10 b) Periodic internal IT security personnel training on data system
11 security, including any modifications or updates thereto;
- 12 c) Data system segmentation, including firewalls and access
13 controls such that hackers cannot use a breach in one system area
14 to access other system areas;
- 15 d) Use of encrypted email, including encryption of email
16 attachments, and enlist protocols as reasonable to avoid PII
17 storage in email accounts;
- 18 e) Routinely conduct employee training/education on best practices
19 to ID and avoid threats to data system;
- 20 f) Have a breach response plan and train IT security personnel on
21 operation of same;
- 22 g) Practices to ensure reasonable software lifecycle management;
- 23 h) Deploy active encryption software covering relevant data
24 locations where PII maintained.

25 2.4 Dispute Resolution. The Claims Administrator, in its discretion to be
26 reasonably exercised, will determine whether: (1) the claimant is a Settlement Class
27 Member; (2) the claimant has provided all information needed to complete the Claim
28 Form, including any documentation that may be necessary to reasonably support the

1 out-of-pocket expenses, ordinary fees, and extraordinary losses described in ¶¶ 2.2.1
2 and/or 2.2.2; and (3) the information submitted could lead a reasonable person to
3 conclude that more likely than not the claimant has suffered the claimed losses as a
4 result of the Data Security Incident. The Claims Administrator may, at any time,
5 request from the claimant, in writing, additional information as the Claims
6 Administrator may reasonably require in order to evaluate the claim (e.g.,
7 documentation requested on the Claim Form, information regarding the claimed
8 losses, available insurance and the status of any claims made for insurance benefits,
9 and claims previously made for identity theft and the resolution thereof). For any
10 such Settlement Claims that the Claims Administrator determines to be implausible,
11 the Claims will be deemed invalid and submitted to counsel for the Settling Parties.
12 If counsel for the Settling Parties agree that any such claim is a Valid Claim, the
13 Claims Administrator shall follow counsel's joint direction regarding the disposition
14 of the claim.

15 2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a
16 Claim Form that is not accompanied by sufficient documentation to determine
17 whether the claim is facially valid, the Claims Administrator shall request additional
18 information and give the claimant thirty (30) days to cure the defect before rejecting
19 the claim. If the defect is not cured, then the claim will be deemed invalid and there
20 shall be no obligation to pay the claim.

21 2.4.2 Following receipt of additional information requested by the
22 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,
23 in whole or lesser amount, or reject each claim. If, after review of the claim and all
24 documentation submitted by the claimant, the Claims Administrator determines that
25 such a claim is valid, then the claim shall be paid, subject to the review and challenge
26 process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims
27 Administrator will submit it to counsel for the Settling Parties. If counsel for the
28

1 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator
2 shall follow counsel's joint direction regarding the disposition of the claim.

3 2.4.3 Settlement Class Members shall have thirty (30) days from
4 receipt of the offer to accept or reject any offer of partial payment received from the
5 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims
6 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its
7 initial adjustment amount and make a final determination. If the claimant approves
8 the final determination, then the approved amount shall be the amount to be paid. If
9 the claimant does not approve the final determination within thirty (30) days, then
10 the dispute will be submitted to counsel for the Settling Parties within an additional
11 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'
12 joint direction regarding the disposition of the claim.

13 **III. CLASS CERTIFICATION**

14 3.1 The Settling Parties agree, for purposes of this settlement only, to the
15 certification of the Settlement Class. If the settlement set forth in this Settlement
16 Agreement is not approved by the Court, or if the Settlement Agreement is terminated
17 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement
18 Agreement, and the certification of the Settlement Class provided for herein, will be
19 vacated and the Litigation shall proceed as though the Settlement Class had never
20 been certified, without prejudice to any Person's or Settling Party's position on the
21 issue of class certification or any other issue. The Settling Parties' agreement to the
22 certification of the Settlement Class is also without prejudice to any position asserted
23 by the Settling Parties in any other proceeding, case or action, as to which all of their
24 rights are specifically preserved.

25 **IV. NOTICE AND CLAIMS ADMINISTRATION**

26 4.1 Upon reaching an agreeable resolution of the claims of the Class
27 Members, Defendant will select, subject to Plaintiff's approval with such approval
28 not to be unreasonably withheld, a Claims Administrator who will be charged with

1 delivering sufficient notice (including direct notice) and administering the claims
2 process. Defendant will pay the entirety of the settlement administration fees,
3 including the cost of notice.

4 4.2 After the Court enters an order finally approving the Settlement, the
5 Claims Administrator shall provide the requested relief to all Settlement Class
6 Members that made valid and timely claims, subject to the individual and aggregate
7 caps on Settlement Class Member payments set forth in Paragraph 2 above.

8 **V. PRELIMINARY APPROVAL**

9 5.1 As soon as practicable after the execution of the Settlement Agreement,
10 Proposed Settlement Class Counsel and counsel for King’s Seafood shall jointly
11 submit this Settlement Agreement to the Court, and Proposed Settlement Class
12 Counsel will file an unopposed motion for preliminary approval of the settlement
13 with the Court requesting entry of a Preliminary Approval Order in a form
14 substantially similar to the one attached as **Exhibit C**, requesting, among other
15 things:

- 16 a) certification of the Settlement Class for settlement purposes only
17 pursuant to ¶ 3.1;
- 18 b) preliminary approval of the Settlement Agreement as set forth
19 herein;
- 20 c) appointment of Proposed Settlement Class Counsel as Settlement
21 Class Counsel;
- 22 d) appointment of Plaintiff as Settlement Class Representative;
- 23 e) approval of a customary form of Short Notice to be mailed to
24 Class Members or emailed to specified Class Members, in a form
25 substantially similar to **Exhibit D** (the “Settlement Class
26 Notice”);
- 27 f) approval of the Long Notice to be posted on the Settlement
28 Website in a form substantially similar to **Exhibit B**, which,

1 together with the Short Notice, shall include a fair summary of
2 the parties' respective litigation positions, the general terms of the
3 settlement set forth in the Settlement Agreement, instructions for
4 how to object to or opt-out of the settlement, the process and
5 instructions for making claims to the extent contemplated herein,
6 and the date, time and place of the Final Fairness Hearing; and
7 g) appointment of the Claims Administrator.

8 The Short Notice and Long Notice will be reviewed and approved by the Claims
9 Administrator but may be revised as agreed upon by the Settling Parties prior to
10 submission to the Court for approval.

11 5.2 King's Seafood shall pay for providing notice to Class Members in
12 accordance with the Preliminary Approval Order, and the costs of such notice,
13 together with the Costs of Claims Administration. Attorneys' fees, costs, and
14 expenses of Settlement Class Counsel, and service awards to Class Representatives,
15 as approved by the Court, shall be paid by King's Seafood as set forth in ¶ 9 below.

16 5.3 Notice shall be provided to Class Members by the Claims
17 Administrator as follows:

18 5.3.1 Class Member Information: No later than fourteen (14) days after
19 entry of the Preliminary Approval Order, King's Seafood shall provide the Claims
20 Administrator with the name, email address (where included in existing notice
21 materials), and last known physical address of each Class Member (collectively,
22 "Class Member Information") that King's Seafood used to notify Class Members of
23 the Data Security Incident. The Class Member Information and its contents shall be
24 used by the Claims Administrator solely for the purpose of performing its obligations
25 pursuant to this Settlement Agreement and shall not be used for any other purpose at
26 any time. Except to administer the settlement as provided in this Settlement
27 Agreement, or provide all data and information in its possession to the Settling Parties
28

1 upon request, the Claims Administrator shall not reproduce, copy, store, or distribute
2 in any form, electronic or otherwise, the Class Member Information.

3 5.3.2 Settlement Website: Prior to the dissemination of the Settlement
4 Class Notice, the Claims Administrator shall establish the Settlement Website that
5 will inform Class Members of the terms of this Settlement Agreement, their rights,
6 dates and deadlines and related information. The Settlement Website shall include,
7 in .pdf format and available for download, the following: (i) the Long Notice; (ii)
8 the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement
9 Agreement; (v) the operative Complaint filed in the Litigation; and (vi) any other
10 materials agreed upon by the Parties and/or required by the Court. The Settlement
11 Website shall provide Class Members with the ability to complete and submit the
12 Claim Form electronically.

13 5.3.3 Short Notice: Within thirty (30) days after the entry of the
14 Preliminary Approval Order and to be substantially completed not later than forty-
15 five (45) days after entry of the Preliminary Approval Order, and subject to the
16 requirements of this Agreement and the Preliminary Approval Order, the Claims
17 Administrator will provide notice to Class Members as follows:

- 18 a) Via U.S. mail to all Class Members, excepting specifically
19 identified Class Members for whom email notification is to
20 be provided due to the absence of a U.S. mailing address.
21 Before any mailing under this paragraph occurs, the Claims
22 Administrator shall run the postal addresses of Class
23 Members through the United States Postal Service
24 (“USPS”) National Change of Address database to update
25 any change of address on file with the USPS;
- 26 i. In the event that a mailed Short Notice is returned to
27 the Claims Administrator by the USPS because the
28 address of the recipient is no longer valid, and the

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envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

ii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

b) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

5.3.4 A toll-free help line shall be made available to provide Class Members with additional information about the settlement. The Claims

1 Administrator also will provide copies of the forms of Short Notice, Long Notice,
2 and paper Claim Form, as well as this Settlement Agreement, upon request; and

3 5.3.5 Contemporaneously with seeking Final Approval of the
4 Settlement, Proposed Settlement Class Counsel and King’s Seafood shall cause to be
5 filed with the Court an appropriate affidavit or declaration with respect to complying
6 with this provision of notice.

7 5.4 The Short Notice, Long Notice, and other applicable communications to
8 the Settlement Class may be adjusted by the Claims Administrator, respectively, in
9 consultation and agreement with the Settling Parties, as may be reasonable and
10 consistent with such approval. The Notice Program shall commence within thirty
11 (30) days after entry of the Preliminary Approval Order and shall be completed
12 within forty-five (45) days after entry of the Preliminary Approval Order.

13 5.5 Proposed Settlement Class Counsel and King’s Seafood’s counsel shall
14 request that after notice is completed, the Court hold a hearing (the “Final Fairness
15 Hearing”) and grant final approval of the settlement set forth herein.

16 5.6 King’s Seafood, if it does not perform the function itself, will also cause
17 the Claims Administrator to provide (at King’s Seafood’s expense) notice to the
18 relevant state and federal governmental officials as required by the Class Action
19 Fairness Act.

20 **VI. OPT-OUT PROCEDURES**

21 6.1 Each Person wishing to opt-out of the Settlement Class shall
22 individually sign and timely submit written notice of such intent to the designated
23 Post Office box established by the Claims Administrator. The written notice must
24 clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective,
25 written notice must be postmarked by the Opt-Out Date.

26 6.2 Persons who submit valid and timely notices of their intent to opt-out of
27 the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-Outs,”
28 shall not receive any benefits of and/or be bound by the terms of this Settlement
Agreement. All Persons falling within the definition of the Settlement Class who do

1 not opt-out of the Settlement Class in the manner set forth in ¶ 6.1 above shall be
2 bound by the terms of this Settlement Agreement and Judgment entered thereon.

3 6.3 In the event that within ten (10) days after the Opt-Out Date as approved
4 by the Court, there have been more than one hundred forty-five (145) timely and
5 valid Opt-Outs submitted, Defendant may, by notifying Settlement Class Counsel
6 and the Court in writing, within twenty-one (21) days after the Opt-Out Date, void
7 this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant
8 shall be obligated to pay all settlement expenses already incurred, excluding any
9 attorneys' fees, costs, and expenses of Class Counsel and Plaintiffs' Counsel and
10 service awards and shall not, at any time, seek recovery of same from any other party
11 to the Litigation or from counsel to any other party to the Litigation.

12 **VII. OBJECTION PROCEDURES**

13 7.1 Each Settlement Class Member desiring to object to the Settlement
14 Agreement shall submit a timely written notice of his or her objection by the
15 Objection Date. Such notice shall state: (i) the objector's full name and address; (ii)
16 the case name and docket number - *Jonathan Bowdle v. King's Seafood Company,*
17 *LLC*, Case No. 8:21-cv-01784-CJC-JDE (C.D. Cal.); (iii) information identifying the
18 objector as a Settlement Class Member, including proof that the objector is a
19 Settlement Class Member (e.g., copy of the objector's settlement notice, copy of
20 original notice of the Data Security Incident, or a statement explaining why the
21 objector believes he or she is a Settlement Class Member); (iv) a written statement
22 of all grounds for the objection, accompanied by any legal support for the objection
23 the objector believes applicable; (v) the identity of any and all counsel representing
24 the objector in connection with the objection; (vi) a statement whether the objector
25 and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the
26 objector's signature or the signature of the objector's duly authorized attorney or
27 other duly authorized representative (if any) representing him or her in connection
28 with the objection. To be timely, written notice of an objection in the appropriate

1 form must be filed with the Court no later than the Objection Date, with service to
2 the Proposed Settlement Class Counsel: M. Anderson Berry, Clayeo C. Arnold, A
3 Professional Law Corp., 865 Howe Avenue, Sacramento, CA 95825; and Rachele R.
4 Byrd, Wolf Haldenstein Adler Freeman & Herz LLP, 750 B Street, Suite 1820, San
5 Diego, CA 92101; and counsel for King's Seafood, Jon P. Kardassakis, Lewis
6 Brisbois Bisgaard and Smith, 633 West 5th Street, Suite 4000, Los Angeles,
7 California 90071. Alternatively, the objector or his or her counsel may file Objections
8 with the Court electronically, through the Court's ECF system, with service on
9 Proposed Settlement Class Counsel and King's Seafood's counsel made through the
10 ECF system. If filing and service on the above counsel is properly made
11 electronically, via ECF, service need not be made at the above addresses. For all
12 timely filed objections, Proposed Settlement Class Counsel will file them with the
13 Court as an exhibit to the Motion for Final Approval of the Settlement.

14 7.2 Any Settlement Class Member who fails to comply with the
15 requirements for objecting in ¶ 7.1 shall waive and forfeit any and all rights he or she
16 may have to appear separately and/or to object to the Settlement Agreement, and shall
17 be bound by all the terms of the Settlement Agreement and by all proceedings, orders
18 and judgments in the Litigation. The exclusive means for any challenge to the
19 Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting the
20 foregoing, any challenge to the Settlement Agreement, the final order approving this
21 Settlement Agreement, or the Judgment to be entered upon final approval shall be
22 through appeal under the Federal Rules of Appellate Procedure and not through a
23 collateral attack.

24 **VIII. RELEASES**

25 8.1 Upon the Effective Date, each Settlement Class Member, including
26 Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully,
27 finally, and forever released, relinquished, and discharged all Released Claims, to
28 include Unknown Claims. Further, upon the Effective Date, and to the fullest extent

1 permitted by law, each Settlement Class Member, excluding Opt-Outs but including
2 Plaintiff, shall directly, indirectly, or in any representative capacity, be permanently
3 barred and enjoined from commencing, prosecuting, or participating in any recovery
4 in any action in this or any other forum (other than participation in this Settlement
5 Agreement as provided herein) in which any of the Released Claims is asserted.

6 8.2 Upon the Effective Date, King's Seafood shall be deemed to have, and
7 by operation of the Judgment shall have, fully, finally, and forever released,
8 relinquished, and discharged, the Settlement Class Representative, the Settlement
9 Class Members, and Proposed Settlement Class Counsel, of all claims, including
10 Unknown Claims, based upon the institution, prosecution, assertion, settlement, or
11 resolution of the Litigation or the Released Claims, except for enforcement of the
12 Settlement Agreement. Any other claims or defenses King's Seafood may have
13 against the Settlement Class Representative, the Settlement Class Members, and the
14 Proposed Settlement Class Counsel including, without limitation, any claims based
15 upon any retail, banking, debtor-creditor, contractual, or other business relationship
16 with such Persons not based on the institution, prosecution, assertion, settlement, or
17 resolution of the Litigation are specifically preserved and shall not be affected by the
18 preceding sentence.

19 8.3 Notwithstanding any term herein, neither King's Seafood nor its Related
20 Entities shall have or shall be deemed to have released, relinquished or discharged
21 any claim or defense against any Person other than Representative Plaintiff, each and
22 all of the Settlement Class Members, and Proposed Settlement Class Counsel.

23 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

24 9.1 After an agreement had been reached as to the essential terms of a
25 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a
26 service award to the Representative Plaintiff. The Representative Plaintiff shall seek,
27 and Defendant agrees to pay, a service award of \$1,750 to the Representative Plaintiff
28 subject to Court approval. Defendant shall pay the service award separate and apart

1 from any other sums agreed to under this Settlement Agreement. If the Court
2 approves a lesser service award, Defendant will be responsible to pay only the
3 approved amount.

4 9.2 After an agreement had been reached as to the essential terms of a
5 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of
6 Plaintiff's attorneys' fees and litigation expenses. Plaintiff shall seek an award of
7 attorneys' fees and litigation expenses not to exceed \$192,500. Defendant shall pay
8 the attorneys' fees and litigation expenses award amount separate and apart from any
9 other sums agreed to under this term sheet. If the Court approves a lesser award of
10 attorneys' fees and litigation expenses, Defendant will be responsible to pay only the
11 approved amount.

12 9.3 Defendant shall pay the attorneys' fees and expenses and service award
13 awarded by the Court to Clayeo C. Arnold, A Professional Law Corp. within fourteen
14 (14) days after the Effective Date. The attorneys' fees and expenses award will be
15 allocated among Proposed Settlement Class Counsel by M. Anderson Berry and
16 Rachele R. Byrd. Defendant bears no responsibility or liability relating to the
17 allocation of the attorneys' fees and expenses among Proposed Settlement Class
18 Counsel.

19 9.4 The finality or effectiveness of the Settlement Agreement shall not
20 depend upon the Court awarding any particular attorneys' fees and expenses award
21 or service award. No order of the Court, or modification or reversal or appeal of any
22 order of the Court concerning the amount(s) of any attorneys' fees and expenses,
23 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or
24 Representative Plaintiff shall affect whether the Judgment is final or constitute
25 grounds for cancellation or termination of this Settlement Agreement.

26 **X. ADMINISTRATION OF CLAIMS**

27 10.1 The Claims Administrator shall administer and calculate the claims
28 submitted by Settlement Class Members under ¶¶ 2.2.1 and/or 2.2.2. Proposed

1 Settlement Class Counsel and counsel for King’s Seafood shall be given reports as
2 to both claims and distribution, and have the right to challenge the claims and
3 distribution set forth in the reports, including by requesting and receiving, for any
4 approved claim, the name of the Settlement Class Member, a description of the
5 approved claim, including dollar amounts to be paid as extraordinary or ordinary
6 losses, and all supporting documentation submitted. If counsel for the Settling
7 Parties agree that any such claim is improper, the Claims Administrator shall follow
8 counsel’s joint direction regarding the disposition of the claim. If the Settling Parties
9 cannot agree on the disposition of a claim, the Settling Parties, upon the election of
10 either Settling Party, will submit the claim for disposition to a jointly agreed upon
11 impartial third-party claim referee for determination. The Claims Administrator’s
12 determination of whether a Settlement Claim is a Valid Claim shall be binding,
13 subject to the above right of review and challenge and the Dispute Resolution process
14 set forth in ¶ 2.4. All claims agreed to be paid in full by King’s Seafood shall be
15 deemed Valid Claims.

16 10.2 Checks for Valid Claims shall be mailed and postmarked, and
17 electronic payments shall be issued electronically, within sixty (60) days of the
18 Effective Date, or within thirty (30) days of the date that the claim is approved,
19 whichever is later.

20 10.3 All Settlement Class Members who fail to timely submit a claim for
21 any benefits hereunder within the time frames set forth herein, or such other period
22 as may be ordered by the Court, or otherwise allowed, shall be forever barred from
23 receiving any payments or benefits pursuant to the settlement set forth herein, but
24 will in all other respects be subject to, and bound by, the provisions of the Settlement
25 Agreement, the releases contained herein and the Judgment.

26 10.4 No Person shall have any claim against the Claims Administrator,
27 King’s Seafood, Proposed Settlement Class Counsel, Proposed Class Representative,
28

1 and/or King’s Seafood’s counsel based on distributions of benefits, or the denial of
2 benefits, to Settlement Class Members.

3 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
4 **CANCELLATION, OR TERMINATION**

5 11.1 The Effective Date of the settlement shall be conditioned on the
6 occurrence of all of the following events:

- 7 a) The Court has entered the Preliminary Approval Order, as
8 required by ¶ 5.1;
- 9 b) The Court has entered the Judgment granting final approval to the
10 settlement as set forth herein; and
- 11 c) Judgment has become Final, as defined in ¶ 1.12.

12 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the
13 Effective Date does not occur, the Settlement Agreement shall be canceled and
14 terminated unless Proposed Settlement Class Counsel and King’s Seafood’s counsel
15 mutually agree in writing to proceed with the Settlement Agreement.

16 11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator
17 shall furnish to Proposed Settlement Class Counsel and to King’s Seafood’s counsel
18 a complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

19 11.4 In the event that the Settlement Agreement is not approved by the Court
20 or the settlement set forth in this Settlement Agreement is terminated in accordance
21 with its terms, (a) the Settling Parties shall be restored to their respective positions in
22 the Litigation and shall jointly request that all scheduled litigation deadlines be
23 reasonably extended by the Court so as to avoid prejudice to any Settling Party or
24 Settling Party’s counsel, and (b) the terms and provisions of the Settlement
25 Agreement shall have no further force and effect with respect to the Settling Parties
26 and shall not be used in the Litigation or in any other proceeding for any purpose, and
27 any judgment or order entered by the Court in accordance with the terms of the
28 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding

1 any statement in this Settlement Agreement to the contrary, no order of the Court or
2 modification or reversal on appeal of any order reducing the amount of attorneys'
3 fees, costs, expenses, and/or service awards shall constitute grounds for cancellation
4 or termination of the Settlement Agreement. Further, notwithstanding any statement
5 in this Settlement Agreement to the contrary, King's Seafood shall be obligated to
6 pay amounts already billed or incurred for costs of notice to the Settlement Class,
7 Claims Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not,
8 at any time, seek recovery of same from any other party to the Litigation or from
9 counsel to any other party to the Litigation. In the event any of the releases or
10 definitions set forth in ¶¶ 1.22, 1.23, 1.24, 1.31, 8.1, or 8.2 are not approved by the
11 Court as written, the Settlement Agreement shall be terminated and provisions (a)
12 and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless
13 Proposed Settlement Class Counsel and King's Seafood's counsel mutually agree in
14 writing to proceed with the Settlement Agreement.

15 **XII. MISCELLANEOUS PROVISIONS**

16 12.1 The Settling Parties (i) acknowledge that it is their intent to
17 consummate this agreement; and (ii) agree to cooperate to the extent reasonably
18 necessary to effectuate and implement all terms and conditions of this Settlement
19 Agreement, and to exercise their best efforts to accomplish the terms and conditions
20 of this Settlement Agreement.

21 12.2 The Settling Parties intend this settlement to be a final and complete
22 resolution of all disputes between them with respect to the Litigation. The settlement
23 compromises claims that are contested and shall not be deemed an admission by any
24 Settling Party as to the merits of any claim or defense. The Settling Parties each agree
25 that the settlement was negotiated in good faith by the Settling Parties, and reflects a
26 settlement that was reached voluntarily after consultation with competent legal
27 counsel. The Settling Parties reserve their right to rebut, in a manner that such party
28 determines to be appropriate, any contention made in any public forum that the

1 Litigation was brought or defended in bad faith or without a reasonable basis. It is
2 agreed that no Party shall have any liability to any other Party as it relates to the
3 Litigation, except as set forth herein.

4 12.3 Neither the Settlement Agreement, nor the settlement contained herein,
5 nor any act performed or document executed pursuant to or in furtherance of the
6 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used
7 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,
8 or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be
9 deemed to be or may be used as an admission of, or evidence of, any fault or omission
10 of any of the Released Persons in any civil, criminal or administrative proceeding in
11 any court, administrative agency or other tribunal. Any of the Released Persons may
12 file the Settlement Agreement and/or the Judgment in any action that may be brought
13 against them or any of them in order to support a defense or counterclaim based on
14 principles of *res judicata*, collateral estoppel, release, good faith settlement,
15 judgment bar, or reduction or any other theory of claim preclusion or issue preclusion
16 or similar defense or counterclaim.

17 12.4 The Settlement Agreement may be amended or modified only by a
18 written instrument signed by or on behalf of all Settling Parties or their respective
19 successors-in-interest.

20 12.5 This Settlement Agreement contains the entire understanding between
21 King's Seafood and Plaintiff individually and on behalf of the Class Members
22 regarding the Litigation settlement and this Agreement, and this Agreement
23 supersedes all previous negotiations, agreements, commitments, understandings, and
24 writings between King's Seafood and Plaintiff, including between counsel for King's
25 Seafood and Class Counsel, in connection with the Litigation settlement and this
26 Agreement. Except as otherwise provided herein, each party shall bear its own costs.

27 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,
28 is expressly authorized by Plaintiff to take all appropriate actions required or

1 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement
2 to effectuate its terms, and also are expressly authorized to enter into any
3 modifications or amendments to the Settlement Agreement on behalf of the
4 Settlement Class which they deem appropriate in order to carry out the spirit of this
5 Settlement Agreement and to ensure fairness to the Settlement Class.

6 12.7 Each counsel or other Person executing the Settlement Agreement on
7 behalf of any party hereto hereby warrants that such Person has the full authority to
8 do so.

9 12.8 The Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them shall be deemed to be one
11 and the same instrument.

12 12.9 The Settlement Agreement shall be binding upon, and inure to the
13 benefit of, the successors and assigns of the parties hereto.

14 12.10 The Court shall retain jurisdiction with respect to implementation and
15 enforcement of the terms of the Settlement Agreement, and all parties hereto submit
16 to the jurisdiction of the Court for purposes of implementing and enforcing the
17 settlement embodied in the Settlement Agreement.

18 12.11 All dollar amounts are in United States dollars (USD).

19 12.12 Cashing a settlement check (paper or electronic) is a condition
20 precedent to any Settlement Class Member's right to receive settlement benefits. All
21 settlement checks shall be void ninety (90) days after issuance and shall bear the
22 language: "This check must be cashed within ninety (90) days, after which time it is
23 void." If a check becomes void, the Settlement Class Member shall have until six
24 months after the Effective Date to request re-issuance. If no request for re-issuance
25 is made within this period, the Settlement Class Member will have failed to meet a
26 condition precedent to recovery of settlement benefits, the Settlement Class
27 Member's right to receive monetary relief shall be extinguished, and King's Seafood
28 shall have no obligation to make payments to the Settlement Class Member under

¶¶ 2.2.1 and/or 2.2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for further re-issuance will not be honored after such checks become void. For monetary relief not cashed by Settlement Class Members and on the expiration of all Settlement Class Members' right to receive said monetary relief, the Claims Administrator shall submit the total of all such uncashed monetary relief to the Electronic Privacy Information Center, which promotes internet privacy.

12.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

Jonathan Bowdle

JONATHAN BOWDLE
Plaintiff

RICHARD S. FIORE JR.
On behalf of King's Seafood Co., LLC

Approved as to Form:

**CLAYEO C. ARNOLD, A
PROFESSIONAL LAW CORP.**

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**

M. Anderson Berry (262879)
865 Howe Avenue
Sacramento, CA 95825
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Fax: (916) 924-1829
aberry@justice4you.com

Jon P. Kardassakis (90602)
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Tel.: 213.250.1800
Fax: 213.250.7900
Jon.Kardassakis@lewisbrisbois.com

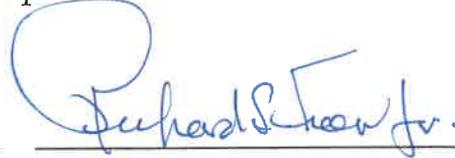
Rachele R. Byrd (190634)
**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**
750 B Street, Suite 1820
San Diego, CA 92101
Telephone: 619/239-4599
Facsimile: 619/234-4599
byrd@whafh.com

*Attorneys for Defendant
King's Seafood Company, LLC*

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2 apply to any re-issued check. For any checks that are issued or re-issued for any
3 reason more than one hundred eighty (180) days from the Effective Date, requests
4 for further re-issuance will not be honored after such checks become void. For
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6 Settlement Class Members' right to receive said monetary relief, the Claims
7 Administrator shall submit the total of all such uncashed monetary relief to the
8 Electronic Privacy Information Center, which promotes internet privacy.

9 12.13 All agreements made and orders entered during the course of the
10 Litigation relating to the confidentiality of information shall survive this Settlement
11 Agreement.

12 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
13 Agreement to be executed.



14
15 JONATHAN BOWDLE
16 *Plaintiff*

RICHARD S. FIORE JR.
On behalf of King's Seafood Co., LLC

17 **Approved as to Form:**

18 **CLAYEO C. ARNOLD, A**
19 **PROFESSIONAL LAW CORP.**

LEWIS BRISBOIS BISGAARD &
SMITH, LLP

20
21 M. Anderson Berry (262879)
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24 Rachele R. Byrd (190634)
25 **WOLF HALDENSTEIN ADLER**
26 **FREEMAN & HERZ LLP**
27 750 B Street, Suite 1820
28 San Diego, CA 92101
Telephone: 619/239-4599
Facsimile: 619/234-4599
byrd@whafh.com

Attorneys for Defendant
King's Seafood Company, LLC

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12.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

JONATHAN BOWDLE
Plaintiff

RICHARD S. FIORE JR.
On behalf of King's Seafood Co., LLC

Approved as to Form:

**CLAYEO C. ARNOLD, A
PROFESSIONAL LAW CORP.**

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**



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*Attorneys for Defendant
King's Seafood Company, LLC*

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3 reason more than one hundred eighty (180) days from the Effective Date, requests
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5 monetary relief not cashed by Settlement Class Members and on the expiration of all
6 Settlement Class Members' right to receive said monetary relief, the Claims
7 Administrator shall submit the total of all such uncashed monetary relief to the
8 Electronic Privacy Information Center, which promotes internet privacy.

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10 Litigation relating to the confidentiality of information shall survive this Settlement
11 Agreement.

12 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
13 Agreement to be executed.

14
15 _____
16 JONATHAN BOWDLE
Plaintiff

15 _____
16 RICHARD S. FIORE JR.
On behalf of King's Seafood Co., LLC

17 **Approved as to Form:**

18 **CLAYEO C. ARNOLD, A**
19 **PROFESSIONAL LAW CORP.**

18 **LEWIS BRISBOIS BISGAARD &**
19 **SMITH, LLP**

20
21 _____
21 M. Anderson Berry (262879)
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23 Fax: (303) 861-7767
23 christopher.wood@lewisbrisbois.com

24 Rachele R. Byrd (190634)
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26 San Diego, CA 92101
27 Telephone: 619/239-4599
27 Facsimile: 619/234-4599
28 byrd@whafh.com

21 _____
21 *Attorneys for Defendant*
22 *King's Seafood Company, LLC*

1 *Attorneys for Plaintiff and the*
2 *Settlement Class*

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EXHIBIT A

King's Seafood Settlement Administrator
c/o [Settlement Administrator]
[Address Line 1]
[Address Line 2]

**Your Claim Form Must Be Submitted
On or Before [DATE]**

Bowdle v. King's Seafood Company, LLC,
In the United States District Court for the Central District of California
(Case No. 8:21-cv-01784-CJC-JDE)

Claim Form

This claim form should be filled out online or submitted by mail if you are a U.S. resident who received notice in or about August, 2021 from King's Seafood Company, LLC ("King's Seafood") of a cyberattack perpetrated on King's Seafood beginning on or around June 4, 2021 (the "Data Security Incident"). The potential benefits include reimbursement for out-of-pocket losses, reimbursement for extraordinary losses, payment for lost time spent directly dealing with the Data Security Incident, and identity protection and credit monitoring services. You may get a payment or other benefit if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment or other benefit.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [WEBSITE], or call [TELEPHONE #] for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by [DATE].

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WEBSITE].

1. CLASS MEMBER INFORMATION.

<input type="checkbox"/>															<input type="checkbox"/>			
First Name*															Middle Initial			
<input type="checkbox"/>															<input type="checkbox"/>			
Last Name*															Suffix			
<input type="checkbox"/>															<input type="checkbox"/>			
Primary Address*															<input type="checkbox"/>			
<input type="checkbox"/>															<input type="checkbox"/>			
Apt/Floor/Suite															<input type="checkbox"/>			
<input type="checkbox"/>															<input type="checkbox"/>		<input type="checkbox"/>	
City*															State*		Zip Code*	
<input type="checkbox"/>															<input type="checkbox"/>		<input type="checkbox"/>	
Current Email Address*															<input type="checkbox"/>			
<input type="checkbox"/>															<input type="checkbox"/>			
Current Phone Number															Settlement Claim ID*			
<input type="checkbox"/>															<input type="checkbox"/>			

If your current address is outside the United States, please complete this claim form online at [WEBSITE] and select the checkbox on the Class Member Information page that says "Please check if this is a non-U.S. address".

Your Settlement Claim ID is printed on the notice you received in the mail. If you no longer have your notice, contact the Claims Administrator at [telephone number].

2. IDENTITY PROTECTION AND CREDIT MONITORING SERVICES.

Please review the notice and paragraph 2.1 of the Settlement Agreement for more information on the identity-theft protection called “Financial Shield” by Aura (a.k.a. Pango) being offered as part of the settlement. This is being offered in addition to any other payments to be made under this Settlement.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box if you elect to receive two years of free identity-theft protection, called “Financial Shield” by Aura (a.k.a. Pango), which shall be provided in addition to any other identity-theft protection and/or credit monitoring received from King’s Seafood Company, LLC.

Yes, I’d like to receive two years of free identity-theft protection as part of the settlement, including an additional two (2) years of monitoring and protection services from the expiration date of any monitoring and protection services I’ve already received through Defendant.

3. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and paragraph 2.2 of the Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefit.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of expenses or lost time that you incurred as a result of the Data Security Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). Please note that recovery is limited to \$450 per person for ordinary losses, including lost time amounts limited to up to \$60, and \$3,000 for extraordinary losses.

You must provide a description of the charges or time sought to be reimbursed.

Documented ordinary expenses and/or lost time incurred as a result of the Data Security Incident. This category is capped at \$450 to include lost time amounts.

Time reimbursement for time spent dealing with the Data Security Incident

Examples –You spent an hour contacting your bank and/or implementing credit monitoring, and/or checking your statements as a result of the Data Security Incident. Recovery for this category is paid out at \$20/hour, for up to 3 hours.

1 Hour

2 Hours

3 Hours

Explanation of Time Spent (Identify what you did by activity and why)	Approx. Date(s) (if known)	Time Spent on Activity
<hr/> <hr/> <hr/>		

Documented Out of Pocket Expenses/reimbursement of fees paid for services or products purchased as a result of the Data Security Incident

You must provide supporting documentation. The types of Out of Pocket Expenses and fees that will be reimbursed are:

- (1) costs incurred associated with accessing or freezing/unfreezing credit reports with any credit reporting agency or other entity;
- (2) other expenses incurred, namely, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party; and
- (3) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between June 4, 2021 and [ENTER DATE FOR CLAIMS DEADLINE].

Total amount for this category: \$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
	\$ _____ Date: _____	_____ _____ _____
	\$ _____ Date: _____	_____ _____ _____

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred. Documentation you create may be submitted but may not suffice.

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

Documented Extraordinary Losses – documented monetary loss arising from actual identity theft incurred as a result of the Data Security Incident. This category is capped at \$3,000.

Reimbursements in this category are for those whose suffered actual identity theft because of the Data Security Incident and reimbursement must be (1) for actual, documented, and unreimbursed losses; (2) fairly traceable to the Data Security Incident; (3) occurring between June 4, 2021 and [INSERT CLAIMS DEADLINE]; and (4) not already covered by any existing identity theft or other insurance.

Total amount for this category: \$

Approximate Amount of Loss and Date	Description of Losses and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident)
\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

If you are seeking reimbursement for extraordinary losses, please attach a copy of a statement or other document that demonstrates the amount of the loss. Documentation you create may be submitted but may not suffice.

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

4. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature

Print

Date

5. REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

EXHIBIT B

Bowdle v. King’s Seafood Company, LLC, No. 8:21-cv-01784-CJC-JDE
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

If your data was stored by King’s Seafood as of June 2021, you may be eligible for benefits from a class action settlement.

Para una notificación en Español, visitar [WEB ADDRESS]

A federal court authorized this notice. This is not junk mail, an advertisement or a lawyer solicitation.

- A settlement has been proposed in a class action against King’s Seafood Company, LLC (“King’s Seafood”) arising out of a June 2021 cyberattack during which unauthorized third parties gained access, beginning on June 4, 2021, to personally identifiable information (“PII”) stored by King’s Seafood (“Data Security Incident”). The computer files accessed in the Data Security Incident may have contained names, Social Security numbers, payment card information, and driver’s license numbers or government-issued identification numbers.
- Plaintiff Jonathan Bowdle filed a class action on behalf of himself and those similarly situated and claims that King’s Seafood was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims for: (i) negligence; (ii) breach of implied contract; (iii) invasion of privacy; (iv) breach of confidence; (v) unjust enrichment; (vi) violation of the Nevada Deceptive Trade Practices Act; and (vii) violation of the Nevada Data Breach Law.
- If you received a notice from King’s Seafood concerning the 2021 Data Security Incident you are part of the Settlement Class and may be eligible for benefits.
- The settlement provides reimbursement of up to **\$450** for out-of-pocket expenses fairly traceable to the Data Security Incident, up to **\$3,000** for documented unreimbursed extraordinary losses due to identity theft, compensation for up to three (3) hours for time spent dealing with the Data Security Incident at \$20 per hour, and two (2) years of credit monitoring and identity theft protection.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline: [Insert]	This is the only way to receive a payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [Insert]	Get no benefits. This is the only option that may allow you to sue King’s Seafood over the claims being resolved by this settlement.
OBJECT TO THE SETTLEMENT Deadline: [Insert]	Write the Court with reasons why you do not agree with the settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation from the settlement and you will give up certain legal rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. For complete details, view the Settlement Agreement at [WEBSITE] or call [TELEPHONE #].
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this class action and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Cormac J. Carney of the United States District Court for the Central District of California is overseeing this case. The case is known as *Jonathan Bowdle v. King’s Seafood Company, LLC*, No. 8:21-cv-01784-CJC-JDE (the “Lawsuit”). The person who sued is called the Plaintiff. King’s Seafood is called the Defendant.

2. What is this lawsuit about?

Plaintiff claims King’s Seafood was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims including: (i) negligence; (ii) breach of implied contract; (iii) invasion of privacy; (iv) breach of confidence; (v) unjust enrichment; (vi) violation of the Nevada Deceptive Trade Practices Act; and (vii) violation of the Nevada Data Breach Law. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Security Incident.

King’s Seafood has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Jonathan Bowdle) sue(s) on behalf of all people who have similar claims. Together, all these people are called a “class” or “class members.” One court and one judge resolve the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or King’s Seafood. Instead, the Plaintiff negotiated a settlement with King’s Seafood that allows both Plaintiff and King’s Seafood to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of trial and appeals. It also allows Settlement Class Members to obtain benefits without further delay. The Representative Plaintiff and his attorneys believe the settlement is best for all Settlement Class Members. The settlement does not mean that King’s Seafood did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are part of this settlement as a Class Member if King’s Seafood sent you notice of the Data Security Incident announced by King’s Seafood in or about August 2021.

Specifically excluded from the Class are: (i) King’s Seafood and King’s Seafood’s parents, subsidiaries, affiliates, and any entity in which King’s Seafood has a controlling interest; and (ii) all judges assigned to hear any aspect of this Litigation as well as their immediate family members.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)
2. Email (EMAIL); or
3. Write to:
(ADDRESS)

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

There are two types of cash payments available: (1) ordinary expense reimbursement and compensation for lost time (up to a total of **\$450**); and (2) extraordinary losses reimbursement (up to a total of **\$3,000**). You may submit a claim for any of the above listed remedies. To claim each type of remedy, you must provide information and documentation with the Claim Form. King's Seafood has agreed to pay up to \$350,000 in the aggregate for these cash payments. Therefore, if the total of all valid claims for cash payments exceeds \$350,000, payments will be reduced *pro rata*.

In addition to the payments listed above, the settlement also provides all Settlement Class Members with access to Financial Shield by Aura (a.k.a. Pango) identity protection and credit monitoring services for a period of two (2) years upon the filing of a timely and valid Claim Form. Settlement Class Members will be able to begin receiving Financial Shield services on the Effective Date of the settlement with the period to begin the services to continue for 90 days thereafter.

King's Seafood has also agreed, for a period of 36 months beginning in July 2021, that it has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. These steps are delineated in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com). King's Seafood estimates the cost or value of these enhancements will exceed \$500,000.

8. What payments are available?

Ordinary Out of Pocket Expenses and Lost Time Reimbursement: Qualified Class Members are eligible to claim reimbursement of up to \$450 per person for their documented out-of-pocket expenses resulting from the Data Security Incident and compensation for time spent dealing with the Data Security Incident. The types of out of pocket expenses that will be reimbursed are:

- costs incurred associated with accessing or freezing/unfreezing credit reports with any credit reporting agency or other entity;
- other expenses incurred, namely, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), bank fees, accountant fees, and attorneys' fees, all of which

must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party; and

- fees for credit reports, credit monitoring, or identity theft insurance product purchased between June 4, 2021 and [CLAIMS DEADLINE]; and
- Up to 3 hours of lost time at \$20/hour for time spent dealing with the Data Security Incident.

Extraordinary Losses Reimbursement: Qualified Settlement Class Members who suffered actual identity theft are eligible to claim reimbursement of up to \$3,000 per person for their documented and unreimbursed loss if the loss (1) is fairly traceable to the Data Security Incident; (2) occurred between June 4, 2021 and [CLAIMS DEADLINE]; and (3) the loss is not already covered and the claimant made reasonable efforts to mitigate the loss.

HOW TO GET BENEFITS

9. How do I get benefits?

To receive a payment and identity protection and credit monitoring services from the settlement, you must complete a Claim Form. You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request to receive one by mail by calling [NUMBER]. To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim online or mail it postmarked no later than [CLAIM DEADLINE] to:

[ADDRESS]

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any claimant. If the claimant does not timely provide the required information, the Claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the Representative Plaintiff's and King's Seafood's counsel for a determination.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked or submitted online by [CLAIM DEADLINE].

12. What am I giving up as part of the settlement?

By not timely opting-out of the Class, all of the Court's orders will apply to you, and you give King's Seafood a "Release." A Release means you cannot sue or be part of any other lawsuit against King's Seafood about the claims or issues in this lawsuit (relating to the Data Security Incident), and you will be bound by the settlement. The specific claims you are giving up against King's Seafood and related persons or entities are called "Released Claims." The Released Claims

are defined in Sections 1.23, 1.24 and 1.31 and described in Section VIII of the Settlement Agreement, which is available under the Important Documents page at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue King's Seafood about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue King's Seafood for the same thing later?

No. Unless you exclude yourself, you give up any right to sue King's Seafood for the Claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

15. How do I get out of the settlement?

To exclude yourself from the settlement, send a letter that says you want to be excluded from the settlement in *Jonathan Bowdle v. King's Seafood Company, LLC*, No. 8:21-cv-01784-CJC-JDE (C.D. Cal.) (“Exclusion Request”). Include your name, address, and signature. You must mail your Exclusion Request postmarked by **EXCLUSION DEADLINE** to:

Bowdle v. King's Seafood Settlement
c/o **NAME** Claims Administrator
P.O. Box XXXX
XXXXXX, XX XXXXX-XXXX

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed M. Anderson Berry of Clayeo C. Arnold, A Professional Law Corp. and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Settlement Class Counsel be paid?

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award combined attorneys' fees and costs in the amount of \$192,500. Settlement Class Counsel

will also request approval of a service award to the Representative Plaintiff in the amount of \$1,750. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by King’s Seafood and will not reduce the amount of total payments available to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class member, you can object to the settlement if you do not like it or some part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail or email copies to Class Counsel and King’s Seafood’s counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number - *Jonathan Bowdle v. King’s Seafood Company, LLC*, No. 8:21-cv-01784-CJC-JDE (C.D. Cal.); (iii) proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, a copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Settlement Class member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you and/or your counsel will appear at the Final Approval Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be either (1) filed with the Court through the Court’s ECF system by [objection deadline], with service on Settlement Class Counsel and King’s Seafood’s counsel made through the ECF system; or (2) filed with the Court by [objection deadline] by mailing it to Clerk of Court, United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701-4516 with copies mailed to Settlement Class Counsel and King’s Seafood’s counsel at:

Class Counsel	Counsel for King’s Seafood
M. Anderson Berry Clayo C Arnold, A Professional Law Corp. 865 Howe Avenue Sacramento, CA 95825 aberry@justice4you.com	Jon P. Kardassakis Lewis Brisbois Bisgaard & Smith LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Jon.Kardassakis@lewisbrisbois.com
Rachele R. Byrd Wolf Haldenstein Adler Freeman & Herz LLP 750 B Street, Suite 1820 San Diego, CA 92101 byrd@whafh.com	

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE** at [**TIME**] in the Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Courtroom 9 B, Santa Ana, CA, 92701-4516. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service award to the Representative Plaintiff.

21. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against King’s Seafood about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue King’s settlement for the claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice only provides a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com). You may also:

1. Write to:

Bowdle v. King's Seafood Settlement
c/o NAME Claims Administrator
P.O. Box XXXX
XXXXX, XX XXXXX-XXXX

2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)

3. Call the toll-free number (NUMBER)

PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JONATHAN BOWDLE, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

KING'S SEAFOOD COMPANY, LLC,

Defendant.

Case No. 8:21-cv-01784-CJC-JDE

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 This matter is before the Court on Plaintiff’s Unopposed Motion for
2 Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiff,
3 individually and on behalf of the Class, and Defendant King’s Seafood Company,
4 LLC (“Defendant”) have entered into a Settlement Agreement dated August __, 2022
5 that, if approved, would settle the above-captioned litigation. Having considered the
6 Motion, the Settlement Agreement together with all exhibits and attachments thereto,
7 the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY
8 ORDERED as follows:

9 1. Unless otherwise defined herein, all terms that are capitalized herein
10 shall have the same meanings ascribed to those terms in the Settlement Agreement.

11 2. The Court has jurisdiction over this litigation, Settlement Class
12 Representative, Defendant, Class Members, and any party to any agreement that is
13 part of or related to the Settlement Agreement.

14 **PRELIMINARY APPROVAL**

15 3. The Court has reviewed the terms of the proposed Settlement
16 Agreement, the exhibits and attachments thereto, Plaintiff’s Motion, briefs and
17 papers, and the declarations of Class Counsel and the Claims Administrator. Based
18 on its review of these papers, the Court finds that the Settlement Agreement appears
19 to be the result of serious, informed, non-collusive negotiations. The terms of the
20 Settlement Agreement fall within the range of possible approval as fair, reasonable,
21 and adequate.

22 4. The Court therefore GRANTS preliminary approval of the Settlement
23 Agreement and all of the terms and conditions contained therein.

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily
26 certifies, for settlement purposes only, the Settlement Class defined in the Settlement
27 Agreement as follows:

28 All individuals residing in the United States to whom Defendant or its
authorized representative sent a notice concerning the 2021 Data

1 Security Incident announced by Defendant. The Settlement Class
2 specifically excludes: (i) King’s Seafood and King’s Seafood’s parents,
3 subsidiaries, affiliates, and any entity in which King’s Seafood has a
4 controlling interest; and (ii) all judges assigned to hear any aspect of this
5 Litigation as well as their immediate family members.

6 The Settlement Class consists of approximately 2,875 individuals.

7 6. The Court preliminarily finds that the Settlement Class satisfies the
8 requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: (1)
9 the Settlement Class is so numerous that joinder of all members is impracticable; (2)
10 there are questions of law or fact common to the Settlement Class; (3) the Settlement
11 Class Representative’s claims are typical of those of Settlement Class Members; and
12 (4) the Settlement Class Representative will fairly and adequately protect the interests
13 of the Settlement Class.

14 7. The Court preliminarily finds that the Settlement Class satisfies the
15 requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes:
16 (1) the questions of law or fact common to the Settlement Class predominate over
17 individual questions; and (2) class action litigation is superior to other available
18 methods for the fair and efficient adjudication of this controversy.

19 8. The Court hereby appoints Jonathan Bowdle as the Settlement Class
20 Representative.

21 9. The Court hereby appoints as Settlement Class Counsel Rachele R. Byrd
22 of Wolf Haldenstein Adler Freeman & Herz LLP and M. Anderson Berry of Clayco
23 C. Arnold, A Professional Law Corp.

24 **NOTICE AND ADMINISTRATION**

25 10. Pursuant to the Settlement Agreement, the Parties have designated
26 Atticus Administration LLC (“Atticus”) as the Claims Administrator. Atticus shall
27 perform all the duties of the Claims Administrator set forth in the Settlement
28 Agreement.

1 16. Settlement Class Members who wish to object to the Settlement may do
2 so by filing a written objection with the Court in accordance with the procedures
3 outlined in the Long Notice, filed or postmarked no later than **Date _____**,
4 2022 (90 calendar days after entry of this Order). Any Settlement Class Member
5 wishing to comment on or object to the Settlement Agreement shall submit a timely
6 written notice of his or her objection by the Objection Date. Such notice shall state:
7 (i) the objector's full name and address; (ii) the case name and docket number -
8 *Jonathan Bowdle v. King's Seafood Company, LLC*, Case No. 8:21-cv-01784-CJC-
9 JDE (C.D. Cal.); (iii) information identifying the objector as a Settlement Class
10 Member, including proof that the objector is a member of the Settlement Class (e.g.,
11 copy of the objector's settlement notice, copy of original notice of the Data Security
12 Incident, or a statement explaining why the objector believes he or she is a Settlement
13 Class Member); (iv) a written statement of all grounds for the objection, accompanied
14 by any legal support for the objection the objector believes applicable; (v) the identity
15 of any and all counsel representing the objector in connection with the objection; (vi)
16 a statement whether the objector and/or his or her counsel will appear at the Final
17 Fairness Hearing; and (vii) the objector's signature or the signature of the objector's
18 duly authorized attorney or other duly authorized representative (if any) representing
19 him or her in connection with the objection. To be timely, written notice of an
20 objection in the appropriate form must be filed with the Court no later than the
21 Objection Date, with service to the Proposed Settlement Class Counsel: M.
22 Anderson Berry, Clayeo C. Arnold, A Professional Law Corp., 865 Howe Avenue,
23 Sacramento, CA 95825; and Rachele R. Byrd, Wolf Haldenstein Adler Freeman &
24 Herz LLP, 750 B Street, Suite 1820, San Diego, CA 92101; and counsel for King's
25 Seafood, Jon P. Kardassakis, Lewis Brisbois Bisgaard and Smith, 633 West 5th
26 Street, Suite 4000, Los Angeles, California 90071. Alternatively, the objector or his
27 or her counsel may file Objections with the Court electronically, through the Court's
28 ECF system, with service on Proposed Settlement Class Counsel and King's
Seafood's counsel made through the ECF system. If filing and service on the above

1 counsel is properly made electronically, via ECF, service need not be made at the
2 above addresses. For all timely filed objections, Proposed Settlement Class Counsel
3 will file them with the Court as an exhibit to the Motion for Final Approval of the
4 Settlement.

5 17. Any Settlement Class Member who does not timely submit a written
6 objection in accordance with these procedures and the procedures detailed in the
7 notice provided to Settlement Class Members and Settlement Agreement shall be
8 deemed to have waived any objection, shall not be permitted to object to the
9 settlement, and shall be precluded from seeking any review of the Settlement
10 Agreement and/or the Final Approval Order and Judgment by appeal or other means.

11 **FINAL APPROVAL HEARING**

12 18. The Court will hold a Final Fairness Hearing on **Date _____**, 202_
13 at **[TIME]** in Courtroom 9B, Ronald Reagan Federal Building and United States
14 Courthouse, 411 West Fourth Street, Santa Ana, California.

15 19. At the Final Fairness Hearing, the Court will consider whether:
16 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should
17 be finally certified for settlement purposes; (c) a final judgment should be entered;
18 (d) Settlement Class Counsel’s motion for attorneys’ fees and costs should be
19 granted; and (e) the service award sought for Representative Plaintiff should be
20 granted.

21 20. The Court reserves the right to continue the date of the Final Fairness
22 Hearing without further notice to Settlement Class Members.

23 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences	30 days after entry of this Order
Class Counsel’s Motion for Attorneys’ Fees and Costs and Service Award	14 days prior to the Objection Deadline
Opt-Out and Objection Deadlines	90 days after entry of this Order

1	Motion for Final Approval	28 days prior to the Final Fairness Hearing
2	Replies in Support of Motion for Final Approval and	14 days prior to the
3	Motion for Attorneys' Fees and Costs and Service	Final Approval
4	Award	Hearing
5	Final Fairness Hearing	At the Court's
6		convenience at least
7		125 days after entry of
		this Order

8 21. All proceedings and deadlines in this matter, except those necessary to
9 implement this Order and the settlement, are hereby stayed and suspended until
10 further order of the Court.

11 22. All Class Members who do not validly opt out and exclude themselves
12 are hereby enjoined from pursuing or prosecuting any of the Released Claims as set
13 forth in the Settlement Agreement until further order of the Court.

14 23. In the event that the Settlement Agreement is terminated pursuant to the
15 terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall
16 become void, shall have no further force or effect, and shall not be used in the
17 Litigation or any other proceedings for any purpose other than as may be necessary
18 to enforce the terms of the Settlement Agreement that survive termination; (b) this
19 matter will revert to the status that existed before execution of the Settlement
20 Agreement; and (c) no term or draft of the Settlement Agreement or any part of the
21 Settling Parties' settlement discussions, negotiations or documentation (including
22 any briefs filed in support of preliminary or final approval of the settlement) shall (i)
23 be admissible into evidence for any purpose in this Litigation or in any other action
24 or proceeding other than as may be necessary to enforce the terms of the Settlement
25 Agreement that survive termination, (ii) be deemed an admission or concession by
26 any Settling Party regarding the validity of any of the Released Claims or the
27 propriety of certifying any class against Defendant, or (iii) be deemed an admission
28 or concession by any Settling Party regarding the truth or falsity of any facts alleged
in the Litigation or the availability or lack of availability of any defense to the
Released Claims.

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IT IS SO ORDERED.

Dated: _____

HON. CORMAC J. CARNEY
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT D

Individuals sent a notice in August 2021 from King’s Seafood Company, LLC about a data security incident may be eligible for benefits from a class action settlement.

***A federal court ordered this notice.** This is not a solicitation from a lawyer.
Si desea recibir esta notificación en español, llámenos al 1-800-XXX-XXXX.*

WHAT CAN I GET? The settlement provides two types of **payments** to people who submit a valid claim form:

- (1) reimbursement of up to **\$450** per Settlement Class member in reimbursement for out-of-pocket expenses and lost time (up to 3 hours at **\$20/hr.**) incurred as a result of the Data Security Incident; and
- (2) reimbursement of up to **\$3,000** in extraordinary losses incurred from identity theft fairly traceable to the Data Security Incident. The above amounts are subject to proration if the total of all approved claims exceeds \$350,000.

A settlement has been reached in a class action against King’s Seafood Company, LLC (“King’s Seafood”) in a lawsuit filed against King’s Seafood asserting claims relating to a cyberattack during which a hacker gained access, beginning on June 4, 2021, to personally identifiable information (“PII”) stored by King’s Seafood (“Data Security Incident”). King’s Seafood announced the Data Security Incident in August of 2021. King’s Seafood denies all of the claims and says it did not do anything wrong.

WHO IS INCLUDED? **You received this notice because King’s Seafood’s records show you are a member of the Class.** The Class includes all residents of the United States to whom King’s Seafood sent notice concerning a Data Security Incident that took place on or around June 4, 2021.

In addition to the payments listed above, the settlement also provides all Settlement Class Members with access to Financial Shield by Aura (a.k.a. Pango) identity protection and credit monitoring services for a period of two (2) years. The commencement of protection and monitoring will begin on the Effective Date of the settlement and will remain available for commencement for 90 days thereafter.

CLAIM FORM. You must submit a Claim Form to receive a cash payment for (1) documented out-of-pocket expenses incurred as a result of the Data Security Incident, (2) payment for time spent dealing with the Data Security Incident, (3) documented extraordinary losses incurred as a result of identity theft fairly traceable to the Data Security incident, and/or (4) identity protection and credit monitoring services. You can submit a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is **[DATE]**.

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by **[DATE]**. If you stay in the settlement, you may object to it by **[DATE]**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number **[TELEPHONE #]** for a copy of the more detailed notice. On **[DATE]** at **[TIME]**, the Court will hold a Final Fairness Hearing to determine whether to approve the settlement, Settlement Class Counsel’s request for attorneys’ fees and costs of up to \$192,500, and an incentive award of \$1,750 for the Settlement Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)