

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 www.KingsSeafoodClassActionSettlement.com.

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: January 20, 2023	This is the only way to receive a payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: December 21, 2022	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: December 21, 2022	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 www.KingsSeafoodClassActionSettlement.com or call 1-888-232-9896.
- 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.

Questions? Call 1-888-232-9896 or visit www.KingsSeafoodClassActionSettlement.com

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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.

Questions? Call 1-888-232-9896 or visit www.KingsSeafoodClassActionSettlement.com

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: 1-888-232-9896
2. Email: KingsSeafoodClassActionSettlement@atticusadmin.com; or
3. Write to:

Bowdle v. King's Seafood Settlement
c/o Atticus Administration
P.O. Box 64053
St. Paul, MN 55164

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 Identity Defense Complete 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 Identity Defense Complete 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.KingsSeafoodClassActionSettlement.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

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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 products purchased between June 4, 2021 and January 20, 2023; 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 January 20, 2023; 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 file online or download a copy of the Claim Form at www.KingsSeafoodClassActionSettlement.com, or you may request to receive one by mail by calling 1-888-232-9896. 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 **January 20, 2023** to:

Bowdle v. King's Seafood Settlement
c/o Atticus Administration
P.O. Box 64053
St. Paul, MN 55164

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 and/or identity protection and credit monitoring services, you must submit a Claim Form postmarked or submitted online by **January 20, 2023**.

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

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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 Settlement Documents page at www.KingsSeafoodClassActionSettlement.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 **December 21, 2022** to:

Bowdle v. King’s Seafood Settlement
c/o Atticus Administration
P.O. Box 64053
St. Paul, MN 55164

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

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\$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 December 21, 2022, with service on Settlement Class Counsel and King’s Seafood’s counsel made through the ECF system; or (2) filed with the Court by December 21, 2022 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 Clayeo 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	

Questions? Call 1-888-232-9896 or visit www.KingsSeafoodClassActionSettlement.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 February 13, 2023 at 1:30 p.m. 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.KingsSeafoodClassActionSettlement.com. You may also:

1. Write to:

Bowdle v. King's Seafood Settlement
c/o Atticus Administration
P.O. Box 64053
St. Paul, MN 55164

2. Visit the Settlement website at: www.KingsSeafoodClassActionSettlement.com

3. Call the toll-free number: 1-888-232-9896

4. Send an email: KingsSeafoodClassActionSettlement@atticusadmin.com.

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

Questions? Call 1-888-232-9896 or visit www.KingsSeafoodClassActionSettlement.com