

United States District Court for the Central District of California

If You Purchased Trader Joe’s Canned Tuna, You May Benefit From A Proposed Class Action Settlement.

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

- A Proposed Settlement has been reached in a class action lawsuit. The lawsuit claims that Trader Joe’s Company and Trader Joe’s East Inc. (collectively, “Trader Joe’s”) sold underfilled 5 oz. tuna cans in violation of state and federal law. Trader Joe’s denies these claims. The Court did not rule in favor of Plaintiff or Trader Joe’s. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.
• You are a Class Member if you are a resident of the United States of America who purchased one or more cans of (a) 5 oz. Trader Joe’s Albacore Tuna in Water Salt Added, (b) 5 oz. Trader Joe’s Albacore Tuna in Water Half Salt, (c) 5 oz. Trader Joe’s Albacore Tuna in Water No Salt Added, (d) 5 oz. Trader Joe’s Albacore Tuna in Olive Oil Salt Added, (e) 5 oz. Trader Joe’s Skipjack Tuna in Water With Sea Salt, or (f) 5 oz. Trader Joe’s Yellowfin Tuna in Olive Oil Solid Light (collectively, the “Trader Joe’s Tuna Products”), from January 5, 2012 through March 2, 2020.
• If you are eligible, you may submit a claim for a cash payment of \$29. The claim amount may be subject to pro rata dilution if the total amount of claims exceeds the available Settlement funds.

Please read this Notice carefully and in its entirety.

Your rights may be affected by the Settlement of this lawsuit, and you have a choice to make now about how to act:

Table with 2 columns: Action/Deadline and Description. Rows include: WHAT IS THIS?, SUBMIT A CLAIM POSTMARKED BY JULY 1, 2020, EXCLUDE YOURSELF FROM THE CLASS BY JULY 1, 2020, OBJECT OR COMMENT BY JULY 1, 2020, APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON SEPTEMBER 14, 2020, DO NOTHING.

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

BASIC INFORMATION

1. Why did I get this Notice?

If you purchased one or more cans of the Trader Joe’s Tuna Products between January 5, 2012 through March 2, 2020, you have a right to know about a Proposed Settlement of a class action lawsuit and your options. You may have received this Notice because you requested more information after reading the Publication Notice.

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

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *In re Trader Joe's Tuna Litigation*, Case No. 16-cv-01371-ODW-AJW. The person who sued is called the Plaintiff, and the companies she sued, Trader Joe's Company and Trader Joe's East Inc., are called the Defendants.

2. What is this lawsuit about?

The lawsuit claims that Trader Joe's sold underfilled 5 oz. cans of tuna in violation of state and federal law.

Trader Joe's denies that it, or the supplier of the Trader Joe's Tuna Products, did anything wrong, and instead asserts that the Trader Joe's Tuna Products were accurately filled and labeled. The Court has not made any ruling on the factual allegations in the lawsuit.

The Court hasn't decided whether the Defendants or the Plaintiff are correct. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit. Trader Joe's is settling at the request of the supplier that provides the Trader Joe's Tuna Products to Trader Joe's.

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

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Plaintiff Atzimba Reyes) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The companies they sued (in this case, Trader Joe's) are called the Defendants. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Am I part of this Class?

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

All persons in the United States of America who, from January 5, 2012 through March 2, 2020, purchased one or more cans of (a) 5 oz. Trader Joe's Albacore Tuna in Water Salt Added, (b) 5 oz. Trader Joe's Albacore Tuna in Water Half Salt, (c) 5 oz. Trader Joe's Albacore Tuna in Water No Salt Added, (d) 5 oz. Trader Joe's Albacore Tuna in Olive Oil Salt Added, (e) 5 oz. Trader Joe's Skipjack Tuna in Water With Sea Salt, or (f) 5 oz. Trader Joe's Yellowfin Tuna in Olive Oil Solid Light.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

Trader Joe's sells canned tuna products throughout the United States, including the Trader Joe's Tuna Products in this case. Plaintiff alleges that Trader Joe's sold underfilled canned tuna in violation of state and federal law. You can read [Plaintiff's Complaint](http://www.tjtunasettlement.com) at www.tjtunasettlement.com.

6. How does Trader Joe's answer?

Trader Joe's denies any wrongdoing and denies the Plaintiff's allegations. You can read [Trader Joe's Answer](http://www.tjtunasettlement.com) at www.tjtunasettlement.com.

7. Has the Court decided who is right?

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

YOUR LEGAL RIGHTS AND OPTIONS

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

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

The Settlement provides that Trader Joe's, on behalf of the supplier of the Trader Joe's Tuna Products, will pay \$1.3 million in cash to a Settlement Fund. You may submit a claim for a cash payment of \$29. The claim amount may be subject to pro rata dilution if the total amount of claims exceeds the available Settlement funds.

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

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

9. How do I submit a Claim Form?

To submit a claim, you must complete a Claim Form. You can get a Claim Form on the Internet at www.tjtunasettlement.com. Read the instructions carefully, fill out the form, and submit it online on or before July 1, 2020. Alternatively, you may also submit your Claim Form by mailing it to the following address: P.O. Box 43502, Providence RI 02940-3502. It must be postmarked no later than July 1, 2020.

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

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

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

- (1) **By Phone:** Call toll-free, 1-844-799-2424.
- (2) **By Mail:** Write to P.O. Box 43502, Providence RI 02940-3502. Be sure to include your name and mailing address.
- (3) **Online:** You can download the Claim Form at www.tjtunasettlement.com. You can also submit a Claim Form online through the same website.

11. What happens if I do nothing at all?

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

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

12. Why would I ask to be excluded?

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

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

13. How do I exclude myself from the Class?

To exclude yourself from the Class, you must send a written request for exclusion *that is postmarked no later than July 1, 2020*, to:

**In re Trader Joe’s TunaLitigation, c/o KCC Class Action Services
P.O. Box 43502, Providence RI 02940-3502**

Your request for exclusion *must* contain: (1) the case name, “*In re Trader Joe’s Tuna Litigation*, Case No. 16-cv-01371-ODW-AJW”; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature. You may also get an Exclusion Request form at www.tjtunasettlement.com.

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

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

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

- Your name and current address, and your lawyer’s name and address if you are objecting through counsel;
- The case name, *In re Trader Joe’s Tuna Litigation*, Case No. 16-cv-01371-ODW- AJW;
- A statement of your objections and the reasons for each objection you make;
- A list of the documents you are giving the Court to support your objections, if any;
- A list of any legal authorities you want the Court to consider;
- The names and addresses of any witnesses you want to call to testify, and a summary of the witnesses’ expected testimony;
- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak; *and*
- Your signature (or your lawyer’s signature).

Your objection must be signed, mailed, and *postmarked by July 1, 2020* to the Court at:

Clerk of the Court United States District Court, Central District of California
350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565

Copies of your objection *must also* be signed, mailed, and *postmarked by July 1, 2020* to the following addresses:

Counsel for the Class
L. Timothy Fisher
Bursor & Fisher, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596

Counsel for Trader Joe’s
Robert J. Parks
Parks & Solar, LLP
501 West Broadway, Suite 1540
San Diego, CA 92101

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

15. What’s the difference between objecting and excluding?

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

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

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

17. How can I appear in this lawsuit?

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

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

Your Notice of Appearance must be signed, mailed, and *postmarked by July 1, 2020* to the Court at:

Clerk of the Court United States District Court, Central District of California
350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565

Copies of your objection must also be signed, mailed, and *postmarked by July 1, 2020* to the same two addresses appearing on page 4 of this Notice, in Question 14.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

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

19. Should I get my own lawyer?

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

20. How will the lawyers be paid?

From the inception of the litigation in January 2016 to the present, Class Counsel have not received any payment for their services in prosecuting the case or obtaining Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the Settlement, Class Counsel will also make a motion to the Court for an award of attorneys’ fees of up to one-third of the total \$1.3 million value of the Settlement Fund. The Court may award less than that. In addition to those attorneys’ fees, Class Counsel will also seek reimbursement of their out-of-pocket expenses from the Settlement Fund. No matter what the Court decides with regard to the requested attorneys’ fees, costs and expenses, Class Members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the Settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

THE COURT’S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at 1:30 P.M on September 14, 2020 at the United States District Court for the Central District of California, 350 W 1st Street, Los Angeles, CA 90012, Courtroom 5D, 5th Floor. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also consider Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the Proposed Settlement, and whether to grant Class Counsel’s request for attorneys’ fees and expenses. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

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

23. May I speak at the hearing?

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

FINAL SETTLEMENT APPROVAL

24. What is the effect of final Settlement approval?

If the Court grants final approval of the Settlement, all members of the Class will release and forever discharge any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise, arising from the factual allegations and/or legal claims made in the *In re Trader Joe's Tuna Litigation* matter, or arising from similar or related allegations, claims, or causes of action, including without limitation any allegations of false, misleading, or deceptive advertising or violation of the Consumers Legal Remedies Act, allegations of under-filling of the Trader Joe's Tuna Products and/or any allegations of damages arising from the purchase of any Trader Joe's Tuna Products at any time on or after January 5, 2012 and prior to the time the Class is notified (collectively, the "Claims"). Excluded from the released Claims are (a) any and all claims for personal injury, wrongful death, and/or emotional distress arising from personal injury, (b) any claims of any person or entity that purchased Trader Joe's Tuna Products for purposes of resale or commercial food preparation and not for his/her/its own consumption (*i.e.*, "Resellers"), and (c) any antitrust claim arising from a conspiracy among, or collusive agreement between, Trader Joe's and one or more of its competitors.

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

GETTING MORE INFORMATION

25. Are more details available?

This Notice is intended to provide only a summary of the Proposed Settlement. You may obtain the complete text of the Settlement Agreement at www.tjtunasettlement.com, by writing to the Settlement Administrator (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Central District of California, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565, under Case No. 16-cv-01371-ODW-AJW.

Visit the website at www.tjtunasettlement.com, where you will find the Plaintiff's Complaint, Trader Joe's Answer, a Claim Form, and an Exclusion Request Form.

You may also contact Class Counsel by email at info@bursor.com, or by writing to 1990 North California Blvd., Suite 940 Walnut Creek, CA 94596.

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

DATED: March 2, 2020

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