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10 *Class Counsel for the Direct Purchaser Class*

11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

13 **IN RE: PACKAGED SEAFOOD**  
14 **PRODUCTS ANTITRUST**  
15 **LITIGATION**

16 Case No. 15-md-2670 DMS (MSB)  
17 MDL No. 2670

18 This document relates to:  
19 Direct Purchaser Plaintiff Class

20 **SETTLEMENT AGREEMENT**  
21 **BETWEEN DIRECT**  
22 **PURCHASER PLAINTIFFS**  
23 **AND LION CAPITAL LLP,**  
24 **LION CAPITAL (AMERICAS),**  
25 **INC., AND BIG CATCH**  
26 **CAYMAN LP**

27 **SETTLEMENT AGREEMENT BETWEEN DIRECT**  
28 **PURCHASER PLAINTIFFS AND LION CAPITAL**  
**LLP, LION CAPITAL (AMERICAS), INC., AND BIG**  
**CATCH CAYMAN LP**

**CASE NO. 15-MD-2670-DMS (MSB)**

1 This Settlement Agreement (“Settlement Agreement”), dated July 30, 2024  
2 (“Execution Date”), is made and entered into by and among Defendant Lion Capital  
3 (Americas), Inc. and Specially Appearing Defendants Lion Capital LLP and Big  
4 Catch Cayman LP<sup>1</sup> (collectively “the Lion Companies”) and Direct Purchaser  
5 Plaintiffs Olean Wholesale Grocery Cooperative, Inc., Pacific Groservice Inc. d/b/a  
6 PITCO Foods, Piggly Wiggly Alabama Distributing Co., Inc., Howard Samuels as  
7 Trustee in Bankruptcy for Central Grocers, Inc., Trepcos Imports and Distribution  
8 Ltd., and Benjamin Foods LLC (collectively “Direct Purchaser Plaintiffs”),  
9 individually, on behalf of a certified litigation class of direct purchaser plaintiffs, and  
10 as representatives of the Settlement Class as defined herein.

11 WHEREAS, in the instant class action *In Re: Packaged Seafood Products*  
12 *Antitrust Litigation*, No. 15-MD-2670 DMS (MSB), MDL No. 2670 (S.D. Cal.),  
13 currently pending before the Honorable Dana M. Sabraw in the United States District  
14 Court for the Southern District of California, Direct Purchaser Plaintiffs have alleged  
15 that the Lion Companies participated in an unlawful conspiracy to restrain trade;

16 WHEREAS, the Lion Companies deny Direct Purchaser Plaintiffs’ allegations  
17 and have asserted a number of defenses to Direct Purchaser Plaintiffs’ claims; the  
18 United States District Court for the Southern District of California granted the Lion  
19 Companies’ motion for summary judgment as to claims against Big Catch Cayman  
20 LP pursuant to ECF No. 3103; and Lion Capital LLP maintains that the United States  
21 District Court for the Southern District of California lacks personal jurisdiction over  
22 the claims Plaintiffs asserted against it;

23 WHEREAS, Lead Counsel for Direct Purchaser Plaintiffs have concluded  
24 after carefully considering the claims made by Direct Purchaser Plaintiffs and the  
25 Settlement Class, and the possible legal and factual defenses thereto, that it is in the  
26 best interests of Direct Purchaser Plaintiffs and the Settlement Class to enter into this

26 <sup>1</sup> As noted herein, Big Catch Cayman LP was previously dismissed from the  
27 Action by the Court with prejudice. ECF No. 3103.

1 Settlement Agreement with the Lion Companies to avoid the uncertainties and risks  
2 of further litigation and trial, and that the settlement set forth herein is fair,  
3 reasonable, adequate and in the best interests of the Settlement Class;

4 WHEREAS, the Lion Companies, having maintained that there is no legal or  
5 factual basis for their liability in this matter and that they have valid defenses to the  
6 claims alleged, have nevertheless agreed to enter into this Settlement Agreement to  
7 avoid the expense, inconvenience, and uncertainty of trial and further protracted  
8 litigation;

9 WHEREAS, Direct Purchaser Plaintiffs and the Lion Companies agree that  
10 neither this Settlement Agreement nor any statement made in the negotiation thereof  
11 shall be deemed or construed to be an admission by or evidence against the Lion  
12 Companies, or evidence of the truth of any of Direct Purchaser Plaintiffs' allegations;

13 WHEREAS, Direct Purchaser Plaintiffs and the Lion Companies have  
14 engaged in multiple arm's length settlement negotiations, first with the assistance of  
15 private mediators, and subsequently assisted by Magistrate Judge Michael S. Berg,  
16 and have reached this Settlement Agreement subject to approval of the Court; and

17 NOW, THEREFORE, in consideration of the promises, covenants,  
18 agreements, and releases set forth herein and for other good and valuable  
19 consideration, and incorporating the above recitals herein, subject to the approval of  
20 the Court, it is agreed by the undersigned, on behalf of the Lion Companies, Direct  
21 Purchaser Plaintiffs, and the Settlement Class, that the claims of Direct Purchaser  
22 Plaintiffs and the Settlement Class that have been or could have been asserted in the  
23 Action be settled, compromised, and dismissed on the merits and with prejudice as  
24 to the Lion Companies, and, except as hereinafter provided, without costs as to Direct  
25 Purchaser Plaintiffs, the Settlement Class, or the Lion Companies, subject to the  
26 approval of the Court, on the following terms and conditions:

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**1. Definitions**

1.1. "Action" means the class action captioned *In Re: Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670 DMS (MSB), MDL No. 2670 (S.D. Cal.), currently pending before the Honorable Dana M. Sabraw in the United States District Court for the Southern District of California, all actions relating to the claims alleged in "Direct Purchaser Plaintiffs' Fourth Amended Consolidated Class Action Complaint" and all actions that have been or are subsequently filed in or transferred for consolidation and/or coordinated pretrial proceedings to the Southern District of California by the Judicial Panel on Multidistrict Litigation as part of MDL No. 2670.

1.2. "Claims" shall mean any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, or remedies, whether equitable or legal.

1.3. "Claims Administrator" shall mean JND or any other third-party class action settlement claims administrator mutually agreed upon by the Parties and approved by the Court for the purposes of administering this settlement.

1.4. "Complaint" means the Direct Purchaser Plaintiffs' Fourth Amended Consolidated Class Action Complaint filed in the Action [ECF No. 1460].

1.5. "Court" means the United States District Court for the Southern District of California.

1.6. "Defendants" means the Lion Companies, as defined above, Bumble Bee Foods LLC, StarKist Co. and Dongwon Industries Co., Ltd., and Tri-Union Seafoods LLC d/b/a Chicken of the Sea and Thai Union Group PCL.

1 1.7. "Direct Purchaser Plaintiffs" means the named class representatives  
2 defined above and the unnamed members of the certified Direct Purchaser Plaintiff  
3 class, defined in ECF No. 1931.<sup>2</sup>

4 1.8. "Document" is defined to be synonymous in meaning and equal in  
5 scope to the usage of this term in Federal Rule of Civil Procedure ("Federal Rule")  
6 34(a). A draft or non-identical copy is a separate document within the meaning of  
7 this term.

8 1.9. "Effective Date" means the earliest date on which all of the events  
9 and conditions specified in Paragraph 7 herein have occurred or have been met.

10 1.10. "Escrow Account" means an account to be established with  
11 Huntington Bank for the purpose of holding the Settlement Funds.

12 1.11. "Escrow Agent" means the bank or trust company that agrees to  
13 establish and maintain the Escrow Account.

14 1.12. "Final Approval" means an order finally approving the Direct  
15 Purchaser Plaintiffs' class settlement and dismissing the Action with prejudice as to  
16 the Lion Companies without costs (other than those provided for in this Agreement),  
17 to be rendered by the Court in the Action.

18 1.13. "Judgment" means a final order of judgment by the Court  
19 dismissing the Action as to any Released Party and approving the Settlement  
20 Agreement under Federal Rule 23(e), as described in Paragraph 6.1 herein.

21 1.14. "Packaged Tuna Products" means shelf-stable tuna sold for human  
22 consumption and packaged in either cans or pouches, and excludes tuna cups, tuna  
23 salad kits, and salvage sales.

24 1.15. "Parties" means Direct Purchaser Plaintiffs, Settlement Class  
25 Members, and the Lion Companies.

26 <sup>2</sup> This class definition had a typographic error listing the class period ending on  
27 July 1, 2015 instead of July 31, 2015, which was corrected when the Court granted  
28 preliminary approval of another settlement. *See* ECF No. 2733.

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1.16. "Person" means an individual or an entity.

1.17. "Preliminary Approval" means an order preliminarily approving the settlement to be rendered by the Court in the Action.

1.18. "Released Claims" means any and all Claims, whether class, individual, or otherwise, that the Releasing Parties or any of them ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against the Released Parties or any of them, whether such Claims are based on federal, state, local, statutory, or common law, or any other law, code, rule, or regulation of any country or other jurisdiction worldwide, whether such Claims are known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, or Claims that have been, could have been, or in the future might have been, claimed in law or in equity, on account of, arising out of, resulting from, or in any way related to any conduct regardless of legal theory, and regardless of the type or amount of relief or damages claimed, or Claims that have been, could have been, or in the future might have been, claimed in law or in equity, on account of, arising out of, resulting from, or in any way related to any conduct concerning the pricing, selling, discounting, manufacturing, distribution, promotion, or marketing of Packaged Tuna Products during the period from June 1, 2011 to July 31, 2015 that could have been brought based in whole or in part on the facts, occurrences, transactions, or other matters that were alleged in the Complaint.

1.19. "Released Parties" means, jointly and severally, individually and collectively: the Lion Companies, their present and former parents, subsidiaries, divisions, affiliates, and departments, their respective past and present officers, directors, members, employees, agents, attorneys, servants, insurers, and representatives of each of the aforesaid entities, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this

1 definition, "affiliates" means entities controlling, controlled by, or under common  
2 control with any of the Released Parties.

3 1.20. "Releasing Parties" means, jointly and severally, and individually  
4 and collectively: Direct Purchaser Plaintiffs and all Settlement Class Members, their  
5 predecessors, successors, present and former parents, subsidiaries, divisions,  
6 affiliates, and departments, each of their respective past and present officers,  
7 directors, employees, agents, attorneys, servants, and representatives, and the  
8 predecessors, successors, heirs, executors, administrators, and assigns of each of the  
9 foregoing.

10 1.21. "Settlement Amount" means Six Million Dollars (\$6,000,000.00)  
11 in United States currency. The Lion Companies will deposit Two Hundred Thousand  
12 Dollars (\$200,000) in United States currency into the Escrow Account, for notice and  
13 administration of claims, within five (5) days after Preliminary Approval by the  
14 Court, Two Million and Eight Hundred Thousand Dollars (\$2,800,000.00) in United  
15 States currency into the Escrow Account within thirty (30) days after Preliminary  
16 Approval by the Court, and Three Million Dollars (\$3,000,000.00) in United States  
17 currency into the Escrow Account within forty-five (45) days after Final Approval  
18 by the Court. Up to Two Hundred Thousand Dollars (\$200,000) in United States  
19 currency shall be used for notice and administration of claims in the period preceding  
20 Final Approval.

21 1.22. "Settlement Class" means the Direct Purchaser Settlement Class,  
22 which is defined as follows:

23 All persons and entities that directly purchased packaged tuna products  
24 within the United States, its territories and the District of Columbia from  
25 any Defendant at any time between June 1, 2011 and July 31, 2015.  
26 Excluded from the class are all governmental entities; Defendants and any  
27 parent, subsidiary or affiliate thereof; Defendants' officers, directors,  
28 employees, and immediate families; any federal judges or their staffs;  
purchases of tuna salad kits or cups; and salvage purchases. Also excluded  
from the class is any person or entity that was excluded from the class, in  
whole or in part, pursuant to the Court's Order in this Action at ECF No.  
3097, which incorporates the list of entities at ECF No. 3095-1.

1           1.23. "Settlement Class Counsel" means Hausfeld LLP, 600  
2 Montgomery Street, Suite 3200, San Francisco, CA, 94111.

3           1.24. "Settlement Class Member" means each member of the Settlement  
4 Class as defined in Paragraphs 1.22 and 3 herein.

5           1.25. "Settlement Fund" shall mean those monies representing the  
6 consideration to be paid the Lion Companies to Direct Purchaser Plaintiffs and the  
7 Settlement Class Members, including the Settlement Amount and any income earned  
8 on that amount while such monies are held in the Escrow Account.

9           **2. Cooperation and Effectuation of this Settlement Agreement**

10           Direct Purchaser Plaintiffs and the Lion Companies shall use all reasonable  
11 efforts to effectuate this Settlement Agreement, including cooperating in Direct  
12 Purchaser Plaintiffs' efforts to obtain the Court's approval of procedures (including  
13 the giving of class notice under Federal Rules 23(c) and 23(e)) and to secure  
14 certification of the Settlement Class for settlement purposes and the complete and  
15 final dismissal with prejudice of the Action as to the Lion Companies. Prior to the  
16 filing of any motions or other papers in connection with the settlement, including,  
17 without limitation, the motion for Preliminary Approval of the settlement (as  
18 contemplated in Paragraph 4.1 of this Settlement Agreement) and for Final Approval  
19 of the settlement (as contemplated in Paragraph 6.1 of this Settlement Agreement),  
20 Direct Purchaser Plaintiffs will send those papers to the Lion Companies within a  
21 reasonable amount of time prior to filing. The text of any proposed form of order  
22 approving this Settlement Agreement shall be agreed upon by Direct Purchaser  
23 Plaintiffs and the Lion Companies before it is submitted to the Court.

24           **3. Settlement Class Certification**

25           On July 30, 2019, the Court granted Direct Purchaser Plaintiffs' motion to  
26 certify a class pursuant to Federal Rule 23(b)(3). The Settlement Class, as defined  
27 above in paragraph 1.22, is almost identical to the Court's order certifying the

1 litigation class in the Action at ECF No. 1931, except that the Settlement Class also  
2 excludes parties later excluded from the litigation class by the Court’s Order in this  
3 Action at ECF No. 3097. The parties to this Settlement Agreement hereby stipulate  
4 for purposes of this settlement only that the requirements of Rule 23(a) and 23(b)(3)  
5 of the Federal Rules are satisfied, and, subject to Court approval, the Settlement Class  
6 shall be certified for settlement purposes.

7 **4. Motion for Preliminary Approval**

8 4.1. At an appropriate time after the Execution Date of this Settlement  
9 Agreement, and after consultation as to timing with counsel for the Lion Companies,  
10 Direct Purchaser Plaintiffs shall file with the Court a motion requesting entry of  
11 Preliminary Approval, *inter alia*:

12 (a) finding the proposed settlement in the Settlement  
13 Agreement has been negotiated at arm’s length, and  
14 preliminarily approving the proposed settlement as fair,  
15 reasonable, and adequate, and in the best interests of the  
16 Settlement Class; scheduling a hearing to consider (i)  
17 whether the proposed settlement should be approved as fair,  
18 reasonable, and adequate to Settlement Class Members, and  
19 whether the Judgment should be entered dismissing the  
20 Claims of Direct Purchaser Plaintiffs and all Settlement  
21 Class Members against the Lion Companies on the merits  
22 and with prejudice; and (ii) whether to approve any  
23 application by Settlement Class Counsel for an award of  
24 attorneys’ fees and payment of costs and expenses  
25 (“Fairness Hearing”);

26 (b) certifying the Settlement Class for settlement purposes,  
27 designating class representatives and Settlement Class  
28 Counsel as defined herein, and finding that each element for

1 certification of the Settlement Class pursuant to Federal  
2 Rule 23 is met;

3 (c) enjoining initiation, commencement, or prosecution of any  
4 action or proceeding asserting any Released Claims  
5 described in Paragraph 8 by any Releasing Party.

6 4.2. Direct Purchaser Plaintiffs shall seek, and the Lion Companies  
7 shall not oppose, certification of the Settlement Class and appointment of Settlement  
8 Class Counsel as lead counsel for purposes of this settlement.

9 **5. Notice to Settlement Class Members**

10 5.1. After Preliminary Approval of this Settlement Agreement and  
11 submission to the Court and approval of a program to provide notice to the Settlement  
12 Class in accordance with the requirements of the Federal Rules of Civil Procedure  
13 and due process, Settlement Class Counsel shall provide those Settlement Class  
14 Members identified with notice of the settlement and the date of the Fairness Hearing  
15 in a manner to be approved by the Court.

16 5.2. Upon approval by the Court of a program to provide notice to the  
17 Class, Settlement Class Counsel shall cause a summary notice of the settlement to be  
18 published in such manner and scope as is reasonable and consistent with the  
19 requirements of Federal Rule 23.

20 5.3. Except as provided herein, the costs and expenses associated with  
21 providing notice of the settlement to members of the Settlement Class pursuant to the  
22 Court-approved notification plan shall be paid from the Settlement Fund, and the  
23 Lion Companies shall have no obligation to pay for the costs and expenses of  
24 providing notice of the settlement to members of the Settlement Class. The Lion  
25 Companies agree that Settlement Class Counsel may withdraw funds as necessary  
26 from the Settlement Fund after Preliminary Approval for the purpose of providing  
27 notice to the class of the settlement as described herein, which shall be non-  
28 refundable. If the settlement is not finally approved, the Lion Companies shall not be

1 entitled to any sums spent or owing for purposes of disseminating notice and/or  
2 administering the notice program as approved by the Court.

3 **6. Fairness Hearing**

4 6.1. At the Fairness Hearing, Direct Purchaser Plaintiffs shall seek  
5 entry of Judgments:

- 6 (a) approving the Settlement Agreement and its terms as being  
7 fair, reasonable, and adequate as to the Settlement Class,  
8 within the meaning of Federal Rule 23, and directing its  
9 consummation according to its terms;
- 10 (b) determining that the notices to Settlement Class Members  
11 constituted, under the circumstances, the best practicable  
12 notice of this Settlement Agreement and the Fairness  
13 Hearing, and constituted due and sufficient notice for all  
14 other purposes to all Persons entitled to receive notice;
- 15 (c) dismissing the Claims against the Lion Companies with  
16 prejudice, without costs;
- 17 (d) permanently barring and enjoining the institution,  
18 commencement, or prosecution, by any of the Releasing  
19 Parties, of any action asserting any Released Claim against  
20 any Released Party, in any local, state, federal, or other court  
21 of any nation, or in any agency or other authority or arbitral  
22 or other forum wherever located;
- 23 (e) providing that any Settlement Class Member who fails to  
24 object in the manner prescribed in the Settlement  
25 Agreement shall be deemed to have waived any objections  
26 to the settlement and the Settlement Agreement and will  
27 forever be barred from making any such objections to the  
28 settlement or the Settlement Agreement;

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- (f) retaining exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of the settlement; and
- (g) determining under Federal Rule 54(b) that there is no just reason for delay and directing that the Judgment of dismissal as to the Lion Companies shall be final and entered forthwith.

6.2. Any Settlement Class Member who objects to the settlement may appear, at that Person’s own expense, at the Fairness Hearing in person or through counsel, to present any evidence or argument with respect to the settlement, to the extent permitted by the Court. However, no such Person shall be heard, and no papers, briefs, pleadings, or other documents shall be received and considered by the Court unless such Person properly submits a written objection that includes: (a) notice of intention to appear, (b) proof of membership in the Settlement Class, and (c) the specific grounds for the objection and any reasons why such Person desires to appear and be heard, as well as all documents or writings that such Person desires the Court to consider. Such a written objection must be both filed with the Court no later than thirty-five (35) days prior to the date set for the Fairness Hearing, and mailed to Settlement Class Counsel and the Lion Companies’ counsel at the addresses provided in the notices to the Settlement Class, postmarked (or mailed by overnight delivery) no later than thirty-five (35) days prior to the date of the Fairness Hearing. Any Person who fails to object in the manner prescribed herein shall be deemed to have waived any objections to the Settlement Agreement and will forever be barred from making any such objections to this Settlement Agreement in the Action or in any other action or proceeding, unless otherwise permitted for good cause shown as determined by the Court.

1           **7. Effective Date of Agreement**

2           The Effective Date of this Settlement Agreement is the earliest date on which  
3 all of the following events and conditions have occurred or have been met: (a) the  
4 Court has entered a Judgment, following notice to the Settlement Class and the  
5 Fairness Hearing, approving this Settlement Agreement under Federal Rule 23(e) and  
6 dismissing the Action as against any Released Party who is named as a Defendant in  
7 the Action, with prejudice as to all Settlement Class Members and without costs  
8 except as specified herein; and, (b) the time for appeal or to seek permission to appeal  
9 from the Court’s approval of the Settlement Agreement and entry of the Judgment  
10 has expired or, if appealed, approval of this Settlement Agreement and the Judgment  
11 has been affirmed in its entirety by the court of last resort to which such appeal has  
12 been taken and such affirmance has become no longer subject to further appeal or  
13 review. Neither the provisions of Federal Rule 60 nor the All Writs Act, 28 U.S.C.  
14 § 1651, shall be taken into account in determining the above-stated times.

15           **8. Release and Covenant Not to Sue**

16           8.1. Upon the occurrence of the Effective Date, and only after the  
17 completion of all installment payments pursuant to the Settlement Amount due by  
18 the Lion Companies as set forth in Paragraphs 1.21 and 10.1 herein, and in  
19 consideration of the payment by the Lion Companies of the Settlement Amount set  
20 forth in Paragraph 1.21 herein (the sufficiency of which is hereby again  
21 acknowledged), each of the Releasing Parties shall be deemed to have, and by  
22 operation of the Judgment shall have, fully, finally, and forever released,  
23 relinquished, and discharged all Released Claims against the Released Parties, shall  
24 have covenanted not to sue or otherwise seek to establish liability against any of the  
25 Released Parties based, in whole or in part, upon any of the Released Claims, and  
26 shall be permanently barred and enjoined from instituting, commencing, prosecuting,  
27 or asserting any such Released Claim against any of the Released Parties.

1           8.2. With respect to any and all Released Claims, the Parties stipulate  
2 and agree that, upon the Effective Date and the completion of all installment  
3 payments pursuant to the Settlement Agreement as set forth Paragraphs 1.21 and 10.1  
4 herein, Direct Purchaser Plaintiffs shall expressly waive and, upon the Effective Date  
5 and the completion of all installment payments pursuant to the Settlement Agreement  
6 as set forth Paragraphs 1.21 and 10.1 herein, each of the Releasing Parties shall be  
7 deemed to have waived, and by operation of the Judgment shall have waived, the  
8 provisions, rights, and benefits of California Civil Code Section 1542 and South  
9 Dakota Codified Laws Section 20-7-11 (to the extent either or both of them apply to  
10 the Action), each of which provides that, “[a] general release does not extend to  
11 claims which the creditor does not know or suspect to exist in his favor at the time of  
12 executing the release, which if known by him must have materially affected his  
13 settlement with the debtor,” and of any similar provision, statute, regulation, rule, or  
14 principle of law or equity of any other state or territory of the United States or any  
15 other applicable jurisdiction. Releasing Parties expressly acknowledge that they may  
16 hereafter discover facts in addition to or different from those facts that any of them  
17 or their counsel now knows or believes to be true with respect to the subject matter  
18 of the Settlement Agreement, but upon the completion of the installment payments  
19 pursuant to the Settlement Agreement as set forth in Paragraphs 1.21 and 10.1 herein,  
20 and retroactive to the Effective Date, each Plaintiff shall expressly have, and, upon  
21 the Effective Date, each Releasing Party shall be deemed to have, and by operation  
22 of the Judgment shall have, fully, finally, and forever settled and released any and all  
23 Released Claims, known or unknown, suspected or unsuspected, contingent or non-  
24 contingent, whether or not concealed or hidden, that now exist or heretofore have  
25 existed, upon any theory of law or equity now existing or coming into existence in  
26 the future, including, but not limited to, conduct that is negligent, reckless,  
27 intentional, with or without malice, or a breach of any duty, law, or rule, without  
28 regard to the subsequent discovery of existence of such different or additional facts.

1 Direct Purchaser Plaintiffs acknowledge, and the Releasing Parties shall be deemed  
2 to have acknowledged, and by operation of the Judgment shall have acknowledged,  
3 that the foregoing waiver was separately bargained for and a key element of the  
4 settlement of which this release is a part.

5 **9. Reservation of Settlement Class Members' Rights**

6 All rights of any Settlement Class Member against any alleged co-conspirator  
7 or any other Person other than the Released Parties are specifically reserved by Direct  
8 Purchaser Plaintiffs and the Settlement Class Members.

9 **10. Settlement Consideration**

10 10.1. The total monetary amount payable by the Lion Companies  
11 (comprising class damages, costs of class notice and administration, and attorneys'  
12 fees and costs) in settlement of all claims relating to the Action and all Released  
13 Claims, is the Settlement Amount described above in Paragraph 1.21. The deposited  
14 sums shall be held in the Escrow Account until there is an order from the District  
15 Court concerning distribution or use of the Settlement Amount. The Escrow Account  
16 Agent shall be subject to escrow instructions mutually acceptable to Settlement Class  
17 Counsel and the Lion Companies, and such escrow is to be administered under the  
18 Court's continuing supervision and control. The timing provisions herein are a  
19 material part of this Settlement Agreement.

20 10.2. The Escrow Agent shall cause the funds deposited in the Escrow  
21 Account to be invested in instruments backed by the full faith and credit of the United  
22 States Government or fully insured by the United States Government or an agency  
23 thereof, or money market funds invested substantially in such instruments, and shall  
24 reinvest any income from these instruments and the proceeds of these instruments as  
25 they mature in similar instruments at their then-current market rates.

26 10.3. All funds held in the Escrow Account shall be deemed and  
27 considered to be in *custodia legis* of the Court and shall remain subject to the

1 jurisdiction of the Court, until such time as such funds shall be distributed pursuant  
2 to this Settlement Agreement and/or further order(s) of the Court.

3 10.4. Direct Purchaser Plaintiffs and the Lion Companies intend for the  
4 Settlement Fund to be treated as being at all times a “qualified settlement fund”  
5 within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall  
6 timely make such elections as necessary or advisable to carry out the provisions of  
7 Paragraph 10, including the “relation-back election” (as defined in Treas. Reg.  
8 § 1.468B-1) so as to enable the Settlement Fund to be treated as a “qualified  
9 settlement fund” from the earliest date possible. Such elections shall be made in  
10 compliance with the procedures and requirements contained in such regulations. It  
11 shall be the responsibility of the Escrow Agent to timely and properly prepare and  
12 deliver the necessary documentation for signature by all necessary parties, and  
13 thereafter to cause the appropriate filing to occur.

14 10.5. For the purpose of § 468B of the Internal Revenue Code of 1986,  
15 as amended, and the regulations promulgated thereunder, the “administrator” shall  
16 be the Escrow Agent. The Escrow Agent shall timely and properly file all information  
17 and other tax returns necessary or advisable with respect to the Settlement Fund  
18 (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(l)).  
19 Such returns (as well as the elections described in Paragraph 10.4) shall be consistent  
20 with Paragraph 10.7.

21 10.6. All (i) taxes (including any estimated taxes, interest, or penalties)  
22 arising with respect to the income earned by the Settlement Fund, including any taxes  
23 or tax detriments that may be imposed upon the Lion Companies or any other  
24 Released Party with respect to any income earned by the Settlement Fund for any  
25 period during which the Settlement Fund does not qualify as a “qualified settlement  
26 fund” for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs  
27 incurred in connection with the operation and implementation of Paragraphs 10.4  
28 through 10.8 (including, without limitation, expenses of tax attorneys and/or

1 accountants and mailing and distribution costs and expenses relating to filing (or  
2 failing to file) the returns described in Paragraph 10.5 (“Tax Expenses”)), shall be  
3 paid out of the Settlement Fund.

4 10.7. Neither the Lion Companies nor any other Released Party nor their  
5 respective counsel shall have any liability or responsibility, including filing  
6 responsibility, for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses  
7 shall be treated as, and considered to be, a cost of administration of the Settlement  
8 Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund. The  
9 Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to  
10 withhold from distribution to any claimants authorized by the Court any funds  
11 necessary to pay such amounts including the establishment of adequate reserves for  
12 any Taxes and Tax Expenses (as well as any amounts that may be required to be  
13 withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither the Lion Companies nor any  
14 other Released Party are responsible nor shall they have any liability therefor. Direct  
15 Purchaser Plaintiffs and the Lion Companies agree to cooperate with the Escrow  
16 Agent, each other, and their tax attorneys and accountants to the extent reasonably  
17 necessary to carry out the provisions of Paragraphs 10.2 through 10.10. The Lion  
18 Companies make no representation to Direct Purchaser Plaintiffs regarding the  
19 appropriate tax treatment of the Settlement Fund, income earned on the Settlement  
20 Fund, or any distribution taken from the Settlement Fund.

21 10.8. If this Settlement Agreement does not receive Final Approval by  
22 the Court, or if the Action is not certified as a class action for settlement purposes, or  
23 if this Settlement Agreement is terminated or voided for any reason, then all amounts  
24 paid by the Lion Companies into the Settlement Fund (other than costs that may  
25 already have reasonably been incurred or expended in accordance with Paragraphs  
26 5.3 and 10) shall be returned to the Lion Companies from the Escrow Account by the  
27 Escrow Agent along with any interest accrued thereon, within ten (10) business days  
28 after such order becomes final and non-appealable.

1           10.9. The Lion Companies shall not be liable for any costs, fees, or  
2 expenses of any of Direct Purchaser Plaintiffs' respective attorneys, experts,  
3 advisors, agents, or representatives, but all such costs, fees, and expenses as provided  
4 for in Paragraphs 5.3 and 10 or otherwise approved by the Court may be paid out of  
5 the Settlement Fund.

6           10.10. If, after all costs (including notice costs), attorneys' fees, and any  
7 other expenses have been paid from the Settlement Fund, there are any remaining  
8 funds, they shall be distributed to the Settlement Class, or in Settlement Class  
9 Counsel's reasonable judgment, be made the subject of an application to the Court  
10 by Direct Purchaser Plaintiffs for *cy pres* distribution in accordance with governing  
11 standards in the Ninth Circuit.

12           **11. Administration of the Settlement Fund**

13           11.1. The costs and expenses of administration of the settlement  
14 pursuant to the terms of this Settlement Agreement shall be paid out of the Settlement  
15 Fund. The Claims Administrator(s) shall, on a monthly basis, submit invoices, with  
16 appropriate supporting documentation, to Settlement Class Counsel for payment  
17 from the Escrow Account. To the extent practicable, the administration of this  
18 settlement shall be coordinated with the administration of other aspects of this  
19 Action, including, but not limited to, any other settlement(s) entered into between  
20 Direct Purchaser Plaintiffs and any other settling Defendant(s) and/or the  
21 administration of any recovery obtained on behalf of the class by summary judgment  
22 or trial.

23           11.2. The Lion Companies shall not have any responsibility, financial  
24 obligation, or liability whatsoever with respect to the investment, distribution, or  
25 administration of the Settlement Fund, including, but not limited to, the costs and  
26 expenses of such investment, distribution, and administration, except as expressly  
27 otherwise provided in the Settlement Agreement.

1           **12. Withdrawal From or Modification of the Settlement**

2           12.1. If the Court declines to approve this Settlement Agreement or any  
3 material part hereof, or if such approval is materially modified or set aside on appeal,  
4 or if the Court does not enter the Judgment, or if the Court enters the Judgment and  
5 appellate review is sought and, on such review, such Judgment is not affirmed or is  
6 materially modified, then the Lion Companies and Direct Purchaser Plaintiffs shall  
7 each, in their respective sole discretion, have the option to rescind this Settlement  
8 Agreement in its entirety.

9           12.2. If the Lion Companies choose to exercise the option to rescind  
10 pursuant to Paragraph 12.1, any and all amounts then constituting the Settlement  
11 Fund (including all income earned thereon and excluding any reasonable expenses  
12 that have been paid or incurred associated with providing notice to the Settlement  
13 Class, administering the Settlement Fund, incurred or paid under Paragraph 10.6 of  
14 this Settlement Agreement, and/or any Taxes already paid on such income), together  
15 with any amounts, including attorneys' fees, paid to Settlement Class Counsel  
16 pursuant to Paragraph 14 below (including all income earned thereon), shall be  
17 returned forthwith to the Lion Companies. A modification or reversal on appeal of  
18 any amount of Settlement Class Counsel's fees and/or expenses awarded by the Court  
19 or any plan of allocation or distribution of the Settlement Fund shall not be deemed  
20 a modification of all or a part of the terms of this Settlement Agreement or the  
21 Judgment.

22           12.3. The Lion Companies and Direct Purchaser Plaintiffs expressly  
23 reserve all of their rights if this Settlement Agreement does not become effective or  
24 if it is rescinded pursuant to Paragraph 12.1 of this Settlement Agreement. In  
25 addition, if for any reason (including a party's exercise of a valid right to rescind this  
26 Settlement Agreement), the Settlement Agreement does not receive Final Approval  
27 by the Court, then the certification of the Settlement Class shall become null and void  
28 without further Court action, and shall not be used or referred to for any further

1 purpose in the Action or in any other action or proceeding, and shall not prejudice  
2 any party in arguing for or against contested class certification in this Action or in  
3 any other proceeding. Further, this Agreement, whether or not it is finally approved  
4 and whether or not the Lion Companies or Direct Purchaser Plaintiffs elect to rescind  
5 it under Paragraph 12.1 of the Settlement Agreement, and any and all negotiations,  
6 documents, and discussions associated with it, shall not be deemed or construed to  
7 be an admission or evidence of any violation of any statute or law, or of any liability  
8 or wrongdoing by the Lion Companies or any Defendant, or of the truth of any of the  
9 claims or allegations contained in the Complaint or any other pleading filed by Direct  
10 Purchaser Plaintiffs in the Action, or waiver or invalidity of any defense, and  
11 evidence thereof shall neither be discoverable nor used directly or indirectly except  
12 in a proceeding to enforce or interpret the Settlement Agreement.

13 **13. No Admissions**

14 The Parties intend the settlement as described herein to be a final and  
15 complete resolution of all disputes between them with respect to the Released Claims,  
16 and it shall not be deemed an admission by any party as to the jurisdiction of the  
17 Court over the claims asserted against the Lion Companies, or as to the merits of any  
18 claim or defense or any allegation made in the Action.

19 **14. Settlement Class Counsel's Attorneys' Fees and Expenses**

20 14.1. The procedure for, and the allowance or disallowance by the Court  
21 of, any application by Settlement Class Counsel for attorneys' fees and expenses are  
22 not part of the Settlement Agreement and are to be considered by the Court separately  
23 from the Court's consideration of the fairness, reasonableness, and adequacy of the  
24 settlement. Any order or proceeding relating to any application for, or approval of,  
25 attorneys' fees and expenses, the pendency of any such application, or any appeal or  
26 review of an order relating thereto or reversal or modification thereof, shall not  
27 operate to terminate or cancel this Settlement Agreement, or affect or delay the  
28 finality of the Judgment. The Lion Companies agree that Settlement Class Counsel

1 may withdraw from the Settlement Fund any amount awarded by the Court for  
2 attorneys' fees and costs five (5) days following the Court's award, subject to an  
3 appropriate financial undertaking required by the Court in the event of an appeal of  
4 the Court's award of attorneys' fees and expenses. Attorneys' fees and expenses  
5 authorized by the Court to be paid from the Settlement Fund shall be payable  
6 notwithstanding the existence of any timely filed objections to the Settlement  
7 Agreement, to any payment of fees, expenses, or incentives or potential for appeal  
8 therefrom, or collateral attack on the Settlement Agreement or any part thereof,  
9 subject to Settlement Class Counsel's obligation to make appropriate refunds or  
10 repayments to the Settlement Fund, if the Effective Date does not occur, or the  
11 Settlement Agreement is subject to successful collateral attack, or the fee or cost  
12 amount is reduced or reversed.

13 14.2. The Lion Companies shall have no responsibility for, and no  
14 liability whatsoever with respect to, the division of attorneys' fees and expenses  
15 among counsel representing the Direct Purchaser Plaintiffs, and any negotiation or  
16 dispute among counsel representing the Direct Purchaser Plaintiffs in that regard  
17 shall not operate to terminate or cancel this Settlement Agreement, or affect or delay  
18 the finality of the Judgment.

19 14.3. Except as otherwise provided herein, Direct Purchaser Plaintiffs  
20 and the Lion Companies shall each be responsible for bearing their own costs and  
21 fees incurred in this Action.

22 **15. Miscellaneous Provisions**

23 15.1. The Lion Companies expressly represent that they have obtained  
24 all required approvals from their management for this Settlement Agreement.

25 15.2. This Settlement Agreement shall constitute the entire agreement  
26 between the Parties pertaining to the settlement of the Action against the Lion  
27 Companies and supersedes any and all prior and contemporaneous undertakings of  
28 the Parties in connection therewith. The terms of the Settlement Agreement are and

1 shall be binding upon each of the Parties hereto, their heirs, executors, administrators,  
2 representatives, agents, attorneys, partners, successors, predecessors-in-interest, and  
3 assigns, and upon all other Persons claiming any interest in the subject matter hereto  
4 through any of the parties hereto including any Settlement Class Members.

5 15.3. This Settlement Agreement may be modified or amended only by  
6 a writing executed by Direct Purchaser Plaintiffs and the Lion Companies, subject (if  
7 after preliminary or final approval by any court) to approval by the Court.  
8 Amendments and modifications may be made without notice to the Settlement Class  
9 unless notice is required by law or by the Court.

10 15.4. None of the Parties hereto shall be considered to be the drafter of  
11 this Settlement Agreement or any its provisions hereof for the purpose of any statute,  
12 case law, or rule of interpretation or construction that would or might cause any  
13 provision to be construed against the drafters of this Settlement Agreement.

14 15.5. This Settlement Agreement shall be construed and interpreted to  
15 effectuate the intent of the parties which is to provide, through this Settlement  
16 Agreement, for a complete resolution of the Released Claims with respect to the  
17 Released Parties.

18 15.6. Nothing expressed or implied in this Settlement Agreement is  
19 intended to or shall be construed to confer upon or give any person or entity other  
20 than Settlement Class Members, Releasing Parties, and Released Parties any right or  
21 remedy under or by reason of this Settlement Agreement.

22 15.7. This Settlement Agreement shall be binding upon, and inure to the  
23 benefit of, the Releasing Parties and the Released Parties.

24 15.8. Direct Purchaser Plaintiffs and the Lion Companies acknowledge  
25 that they have been represented by counsel and have made their own investigations  
26 of the matters covered by this Settlement Agreement to the extent they have deemed  
27 it necessary to do so. Therefore, Direct Purchaser Plaintiffs and the Lion Companies  
28 and their respective counsel agree that they will not seek to set aside any part of the

1 Settlement Agreement on the grounds of mistake. Moreover, Direct Purchaser  
2 Plaintiffs and the Lion Companies and their respective counsel understand, agree,  
3 and expressly assume the risk that any fact may turn out hereinafter to be other than,  
4 different from, or contrary to the facts now known to them or believed by them to be  
5 true, and further agree that the Settlement Agreement shall be effective in all respects  
6 and shall not be subject to termination, modification, or rescission by reason of any  
7 such difference in facts. If any provision of this Settlement Agreement is found by a  
8 court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason,  
9 the remainder of this Settlement Agreement will not be affected and, in lieu of each  
10 provision that is found illegal, invalid, or unenforceable, a provision will be added as  
11 a part of this Settlement Agreement that is as similar to the illegal, invalid, or  
12 unenforceable provision as may be legal, valid, and enforceable.

13 15.9. All terms of this Settlement Agreement shall be governed by, and  
14 interpreted according to, the substantive laws of the State of California without regard  
15 to its choice of law or conflicts of laws principles.

16 15.10. The Lion Companies, Direct Purchaser Plaintiffs, and all  
17 Settlement Class Members hereby irrevocably submit to the exclusive jurisdiction of  
18 the Court for any suit, action, proceeding, or dispute arising out of or relating to this  
19 Settlement Agreement or the applicability of this Settlement Agreement, including,  
20 without limitation, any suit, action, proceeding, or dispute relating to the release  
21 provisions herein. The Lion Companies do not, by way of this Settlement Agreement,  
22 submit to the jurisdiction of the Court for any other purpose.

23 15.11. This Settlement Agreement may be executed in counterparts.  
24 Facsimile or Portable Document Format signatures shall be considered as valid  
25 signatures for purposes of execution of this Settlement Agreement, but original  
26 signature pages shall thereafter be collated for filing of this Settlement Agreement  
27 with the Court.

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15.12. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and execute, this Settlement Agreement, subject to Court approval, and the undersigned Settlement Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Direct Purchaser Plaintiffs and the Settlement Class.

IN WITNESS HEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first written above.

*[signature page follows]*

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Dated: August 2, 2024

/s/   
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*Class Counsel for the Direct Purchaser Plaintiffs*