

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

NEVERSINK GENERAL STORE
and BRENDA TOMLINSON,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

MOWI USA, LLC, MOWI DUCKTRAP,
LLC, MOWI USA HOLDING, LLC, and
MOWI ASA,

Defendants.

Case No. 1:20-cv-09293-PAE

**DECLARATION OF JONATHAN SHUB IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF SETTLEMENT**

I, Jonathan Shub, declare as follows:

1. My firm is court appointed Settlement Class Counsel in this litigation.
2. I am thoroughly familiar with and have personal knowledge of the matters and all of the facts set forth herein based upon my active supervision and participation in all material aspects of the litigation.
3. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Settlement.
4. I submit this declaration specifically to address concerns of the Court that Defendants, Mowi USA, LLC, Mowi Ducktrap, LLC, Mowi USA Holding, LLC, and Mowi ASA ("Defendants") will make "business practice changes", including labeling, pursuant to the Court's May 13, 2021 Order (ECF No. 70), and to provide a summary of the responsibilities of Plaintiff Neversink General Store, which fully support a service award in the amount of \$7,500.

5. The Settlement Agreement provides that Defendants will refrain from using the phrases “sustainably sourced,” “all natural,” and “Naturally Smoked Salmon FROM MAINE” on the packaging of any Ducktrap Product for a period of two years beginning on the date of the entry of the Judgment. *See* Settlement Agreement § 3.5.

6. Plaintiffs, through their counsel, will remain vigilant in making sure that Defendants refrain from using the phrases “sustainably sourced,” “all natural,” or “Naturally Smoked Salmon FROM MAINE” or similar phrases unless they are accompanied by appropriate qualifying or substantiating language or symbols as agreed upon in the Settlement Agreement.

7. Should Defendants at any point in the two years following the date of the entry of Judgment not adhere to these business practice changes in violation of this Agreement, Plaintiffs reserve the right to and will either (1) move to enforce the Agreement; (2) bring suit for breach of contract; and/or (3) sue Defendants again for their misrepresentations.

8. Concerning Plaintiff Neversink General Store (hereinafter, “Neversink”), throughout this Action, representatives from Neversink have spent significant time assisting Class Counsel in prosecuting this Action, including but not limited to:

- Meeting and speaking with Class Counsel as part of the initial investigation of this Action;
- Gathering and producing numerous sales and financial records regarding Neversink’s purchase of Defendants’ products;
- Reviewing drafts of pleadings, including the complaint and subsequent amended complaints and other documents before Class Counsel filed these documents;

- Gathering documents to provide Class Counsel for possible production to Defendants in discovery, as well as helping Class Counsel understand the documents and the different iterations of Defendants' products that were the subject of this Action; and
- Participating in regular conversations with Class Counsel throughout the duration of the case, and additional communications by way of frequent and regular email correspondence.

9. Despite the fact that Neversink knew it was exposing itself to a great time commitment by bringing the Action, it chose to move forward because representatives for the business strongly believed that it had strong claims against Defendants.

10. Indeed, Neversink spent significant time locating and producing relevant documents and discussing its claims with Class Counsel, which greatly assisted Class Counsel in prosecuting this Action. The time Neversink spent on this case was expended during and after its regular business hours in lieu of time it could have spent working on other business activities.

11. In light of the time Neversink has spent in this Action collecting documents and assisting Class Counsel in prosecuting this Action, and the significant time commitment which it undertook in bringing the Action, I believe the requested \$7,500 service award is fair and reasonable.¹

12. Moreover, Defendants have agreed not to oppose Neversink's service award.

¹ For the reasons set forth in this Declaration, Plaintiffs respectfully request a \$7,500 service award for Neversink, which is greater than the \$1,500 service award requested for Plaintiff Brenda Tomlinson. The reason for the differing amounts between the class representatives is that Neversink spent more time assisting Class Counsel in their investigation and Neversink was the named plaintiff in the original complaint. While Plaintiff Brenda Tomlinson was no doubt an exemplary class representative, she was added as a class representative in the amended complaint in this Action, subsequent to Class Counsel's initial investigatory efforts and therefore, Ms. Tomlinson did not spend as much time as Neversink did in assisting Class Counsel in prosecuting this Action.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 15th day of October 2021, at Haddonfield, New Jersey.

/s/ Jonathan Shub

Jonathan Shub