

Notice of Proposed Class Action Settlement

If you purchased a Ducktrap River of Maine smoked Atlantic salmon product from March 1, 2017 to May 13, 2021, you are entitled to make a claim for a cash payment.

The Court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. Please do not contact the Court.

1. Background & Introduction

This class action settlement will resolve a lawsuit against Mowi USA, LLC, Mowi Ducktrap, LLC, Mowi USA Holding, LLC, and Mowi ASA (collectively, “Mowi”) involving the marketing of Ducktrap River of Maine smoked Atlantic salmon products, including those marketed under the Ducktrap River of Maine, Kendall Brook, Spruce Point, Marine Harvest, and Nova Lox brand names. The lawsuit contends that these products were inappropriately marketed as sustainably sourced, all natural, and from Maine. The lawsuit seeks to stop such marketing and to refund to customers a portion of the purchase price. Mowi denies these allegations and maintains that its marketing was at all times truthful and accurate.

The Court has not made a determination as to whether the allegations against Mowi have merit. Instead, the parties have proposed to enter into a class-action settlement to resolve the claims asserted in the settlement. In connection with this settlement, Mowi will provide each Settlement Class Member who submits a valid and timely claim a cash payment of up to two dollars and fifty cents (\$2.50) per package of Ducktrap smoked Atlantic salmon purchased between March 1, 2017 and May 13, 2021, up to a maximum of \$25.00 per household. The maximum of \$25.00 per household does not apply if valid proof of purchases are submitted. In addition, Mowi has agreed to make changes to the labeling of Ducktrap River of Maine smoked Atlantic salmon products.

This notice summarizes your rights under the proposed settlement of a class action lawsuit. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.smokedsalmonsettlement.com.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

Any questions? Read below, visit www.smokedsalmonsettlement.com, or call (833) 693-1335 for more information.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim	The only way to receive a cash payment in connection with this settlement is to submit a timely and valid claim. See Questions 6–8 for more information.	September 10, 2021
Exclude Yourself	If you exclude yourself from the Settlement Class (also called “opting out”), you will give up your right to receive a settlement payment, but will retain any rights you may have to bring your own lawsuit about the issues in this lawsuit. See Question 10 for more information.	September 10, 2021
Object or Comment	If you do not exclude yourself from the Settlement Class, you may object to, or comment on, the settlement and/or Settlement Class Counsel’s request for attorneys’ fees and litigation expenses and for a Class Representative Service Award to the plaintiffs who brought this lawsuit on behalf of the Settlement Class. See Question 11 for more information.	September 10, 2021
Go to a Hearing	Ask to speak to the Court about the fairness of the settlement, the amount of attorney’s fees, or the payments to the Plaintiffs. See Questions 11 and 16–18 for more information.	November 19, 2021, 2:00 pm
Do Nothing	If you do nothing and the settlement becomes final, you will not receive a settlement payment, even if you are a Settlement Class Member. You will give up your right to bring your own lawsuit about the issues in this lawsuit. See Questions 6–7, 9, 12 for details.	

Basic information about the class action

2. What is this lawsuit about?

This lawsuit concerns Ducktrap River of Maine smoked Atlantic salmon products, including those marketed under the Ducktrap River of Maine, Kendall Brook, Spruce Point, Marine Harvest, and Nova Lox brand names (each a “Ducktrap Product”), which are produced, marketed, and sold by Mowi. The lawsuit alleges that these products were inappropriately marketed as sustainably sourced, all natural, and from Maine, both on the packaging of the products and in online advertising. The lawsuit alleges that these claims are misleading because (1) the farming methods by which the salmon for the products were sourced were not environmentally sustainable, (2) the salmon used in the products was treated with artificial chemicals, and (3) the salmon used in the products was sourced from farms outside the United States, not from Maine.

Plaintiffs Neversink General Store and Brenda Tomlinson filed a class action lawsuit against Mowi about these issues. The operative complaint in this case is available at www.smokedsalmonsettlement.com. Mowi denies that any of the allegations are true and that it did anything wrong.

Plaintiffs and Mowi have now agreed to a settlement to resolve this lawsuit, as described below. The Court has not decided whether Plaintiffs or Mowi are correct. By agreeing to the settlement, neither Mowi nor Plaintiffs makes any admissions regarding the merits of the allegations, claims, or defenses in this case.

The United States District Court for the Southern District of New York is overseeing this class action lawsuit. The lawsuit is known as *Neversink General Store et al. v. Mowi USA, LLC et al.*, Case No. 1:20-cv-09293-PAE.

3. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Who is in the Settlement Class?

The “Settlement Class” is defined as:

persons or entities residing in the United States of America that purchased a Ducktrap Product with packaging that included “sustainably sourced,” “all natural,” and/or “from Maine” during the period beginning March 1, 2017 and ending on May 13, 2021.

People in the Settlement Class are called “Settlement Class Members.” Excluded from the Settlement Class are all officers and directors of Mowi and its parents, subsidiaries, affiliates, and any entity in which Mowi has a controlling interest; all judges assigned to hear any aspect of the lawsuit, as well as their staff and immediate family; and attorneys appointed by the Court to represent the Class (“Settlement Class Counsel”), their staff members, and their immediate family.

The final Settlement Class will consist of all persons within the Settlement Class definition except for those individuals who submit timely and valid requests for exclusion by the deadline set by the Court. (See Question 10).

Information about the Settlement

5. What are the terms of the proposed settlement?

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at www.smokedsalmonsettlement.com. This notice provides only a summary of the terms of the settlement. The settlement benefits and obligations are summarized below.

6. What are the benefits of the proposed settlement?

If the settlement is approved and becomes final, Mowi will provide cash payments to each Settlement Class Member that submits a timely and valid Claim Form, as described further in Questions 7 and 8.

You must file a claim to receive a payment under the settlement.

Mowi has also agreed to remove the phrases “sustainably sourced,” “all natural,” and “Naturally Smoked Salmon FROM MAINE” from the packaging of any Ducktrap Product for two years. Mowi reserves the right to use the same or similar phrases as long as they are accompanied by appropriate qualifying or substantiating language or symbols, and to represent that the Ducktrap Products are “smoked in Maine.”

If awarded by the Court, Mowi may also pay the attorneys’ fees and litigation expenses of the Settlement Class Counsel and any service award granted to the Plaintiffs.

7. How much can I get in the settlement?

If the settlement is approved and becomes final, each Settlement Class Member will have an opportunity to file a claim requesting a settlement payment. Each Settlement Class Member that files a timely and valid claim will receive up to \$2.50 for each package of the Ducktrap Product purchased in the United States for their household between March 1, 2017 and May 13, 2021. The total payment will be limited to ten packages (i.e., no more than \$25) per household unless you submit valid proof of purchase for each additional package. If the total number of claims submitted, when combined with the costs charged by the settlement administrator of administering the settlement and any service award authorized to the plaintiffs that filed this lawsuit, exceeds \$1,300,000, then the cash payment you receive will be reduced on a pro rata basis.

“Proof of purchase” means a dated receipt, credit card or bank statement, or other document showing that you actually purchased one or more Ducktrap Products between March 1, 2017 and May 13, 2021. An affidavit, declaration, or other written statement by a Settlement Class Member is not by itself enough to qualify as proof of purchase.

If you file a timely and valid claim, settlement payments will be distributed by check [or by electronic payment, if you elect that option on the Claim Form].

For any settlement payment checks that are uncashed or deemed undeliverable by the Settlement Administrator, those amounts will be treated as unclaimed property of the corresponding Settlement Class Member, subject to applicable state unclaimed property procedures (the additional administrative costs of such unclaimed property process will be deducted from the unclaimed property amounts on a *pro rata* basis). Such funds may be redistributed among the other Settlement Class Members if economically feasible, or to a mutually agreeable third party. Such uncashed or unclaimed funds will not revert to Mowi.

8. How can I submit a claim?

To submit a claim, you must fill out the Claim Form available on the settlement website, www.smokedsalmonsettlement.com. You can also request a Claim Form by calling (833) 693-1335. You can submit the form online, or you can print it out and mail it to the Settlement Administrator at info@smokedsalmonsettlement.com. Claim Forms must be submitted online or postmarked by **September 10, 2021**. Only one Claim Form may be submitted per household.

Your rights and options

9. What are my options?

You **must** file a claim by following the steps in Question 8 to receive a payment under the settlement.

If you are a Settlement Class Member and do nothing, and the settlement is approved and becomes final, you will **not** receive a payment under this settlement, and you will give up your right to bring your own lawsuit against Mowi about the issues in this lawsuit. You will also be legally bound by all of the orders that the Court issues and judgments the Court makes in this class action.

You may exclude yourself from the Settlement Class (sometimes referred to as “opting out”) by following the steps described in Question 10. If you exclude yourself, you will give up your right to receive a settlement payment but will retain any right you may have to sue Mowi about the issues in this lawsuit.

If you do not exclude yourself, you may object to or comment on the settlement and/or to Settlement Class Counsel’s request for attorneys’ fees and litigation expenses and for a Class Representative Service Award (see Question 11). If you exclude yourself, you may not object. You do not need to object or comment in order to receive a settlement payment, but you **must** file a claim.

10. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a written request for exclusion to:

Ducktrap Smoked Salmon Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

To be effective, your request for exclusion must be **postmarked no later than September 10, 2021**, and must include the following information:

- (a) your full name, telephone number, and mailing address;
- (b) a clear and unequivocal statement that you wish to be excluded from the Settlement Class;
- (c) the name and case number of the lawsuit: “*Neversink General Store et al. v. Mowi USA, LLC et al.*, Case No. 1:20-cv-09293-PAE”; and
- (d) your signature or the signature of an individual authorized to act on your behalf.

Requests for exclusion must be specific to individual Settlement Class Members. Settlement Class Members cannot request exclusion on behalf of others or as a class or group.

11. How do I object or comment?

If you are a Settlement Class Member and have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Settlement Class Counsel’s request for attorneys’ fees and litigation expenses, and/or the request for a service award for Plaintiffs. To object or comment, you must send a written objection/comment including the following:

- (a) the name and case number of this lawsuit: “*Neversink General Store et al. v. Mowi USA, LLC et al.*, Case No. 1:20-cv-09293-PAE”;
- (b) your full name, mailing address, and telephone number;
- (c) your signature or the signature of an individual authorized to act on your behalf;
- (d) a description of the specific reasons for your objection;
- (e) a statement about whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (f) the name, address, bar number, and telephone number of your attorney, if you are represented by an attorney in connection with your objection; and
- (g) a statement about whether or not you intend to appear at the Final Approval Hearing either in person or through an attorney.

If you or your attorney intend to call witnesses or present evidence at the Final Approval Hearing, your written objection/comment also must:

- (a) identify all witnesses whom you or your attorney may call at the Final Approval Hearing;
- (b) provide all known addresses and phone numbers for each such witness;
- (c) provide a reasonably detailed report of the testimony each witness will offer at the hearing;
- (d) describe in detail all other evidence you or your attorney will offer at the hearing; and
- (e) attach copies of any and all exhibits you or your attorney may introduce at the hearing.

To be considered by the Court, your comment or objection must be filed with or mailed (and postmarked) to the Clerk of Court **no later than September 10, 2021**, at the following addresses:

Clerk of Court
Daniel Patrick Moynihan
U.S. Courthouse
500 Pearl Street
New York, NY, 10007

You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

12. What claims will be released by this Settlement?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the settlement is approved and becomes final, the settlement will be legally binding on you. In exchange for the settlement benefits, you will release all claims against Mowi and its affiliates about the issues in this lawsuit regarding Mowi’s alleged marketing of the Ducktrap Products. You also covenant and agree that you will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any claims about the issues in this lawsuit against Mowi and its affiliates.

The Settlement Agreement, available at www.smokedsalmonsettlement.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called “Released Claims”). These Released Claims are any Claims that you ever had, now have, or may have in the future, whether asserted by you or asserted on your behalf by a third party (including Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before May 13, 2021 relating to:

(a) use of the phrases “sustainably sourced,” “all natural,” “Ducktrap River of Maine,” “Ducktrap River Maine,” and/or “from Maine” on the packaging of Ducktrap Products;

(b) any of the other marketing representations identified in the Complaint, First Amended Complaint, or Second Amended Complaint filed in the lawsuit, including, but not limited to, any representations made on the packaging of Ducktrap Products, on Mowi’s websites, on Mowi’s social media platforms, or in any other form, that “WE CARE for the ecosystem” or that Ducktrap Products or the salmon sourced for those Products are “sustainably sourced,” “responsibly source[d],” “farm[ed] sustainably,” “responsibly farmed,” “environmentally sustainable,” “eco-friendly,” “all natural,” “100% natural,” “100% all natural,” “of Maine,” “from Maine,” or “from the coast of Maine”;

(c) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the Complaint, First Amended Complaint, or Second Amended Complaint, including representations similar to the representations set forth in (a) and (b) above; or

(d) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), or (c) above.

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the settlement is approved, you also expressly accept and assume the risk that the facts upon which this Settlement Agreement is executed may be found later to be other than or different from the facts now believed by the Plaintiffs, the Settlement Class Members, Settlement Class Counsel, Mowi, and Mowi’s Counsel to be true, and you agree that the Settlement Agreement shall remain effective notwithstanding any such difference in facts.

13. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are known as “Settlement Class Counsel”:

Jonathan Shub
Shub Law Firm LLC
134 Kings Highway East, 2nd Floor
Haddonfield, NJ 08033
(856) 772-7200

Gary M. Klinger
Mason Lietz & Klinger LLP
227 W. Monroe Street, Ste. 2100
Chicago, Illinois 60606
(202) 640-1160

Kevin Laukaitis
Shub Law Firm LLC
134 Kings Highway East, 2nd Floor
Haddonfield, NJ 08033
(856) 772-7200

Gary E. Mason
Mason Lietz & Klinger LLP
5101 Wisconsin Ave. NW, Ste. 305
Washington DC 20016
(202) 640-1160

You do not have to pay Settlement Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Settlement Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded will be paid by Mowi.

The Court has also appointed Plaintiffs Neversink General Store and Brenda Tomlinson as class representatives to represent the Settlement Class.

14. How will the lawyers be paid?

Settlement Class Counsel (see Question 13) will file a motion on or before August 11, 2021 asking the Court to award them attorneys' fees and reimbursement of litigation expenses up to a total of \$360,000, which will be paid separately by Mowi. The attorneys' fees and expenses awarded by the Court will be the only payment to Settlement Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on a wholly contingent basis.

In addition, Settlement Class Counsel will ask the Court on or before August 11, 2021 to award service awards of up to \$7,500 to Plaintiff Neversink General Store and up to \$1,500 to Plaintiff Brenda Tomlinson to compensate them for their efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys' fees and expenses and the amount of any service awards to award. Settlement Class Counsel's application for attorneys' fees and expenses and for service awards will be made available at www.smokedsalmonsettlement.com when they are filed.

15. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Settlement Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Settlement Class Counsel, you will have to pay that lawyer.

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on November 19, 2021, in the United States District Court for the Southern District of New York, Courtroom 1305, 40 Foley Square, New York, NY 10007. The hearing may be moved to a different date, time, and/or location. Please check www.smokedsalmonsettlement.com for updates or changes to the date, time, or location of the Final Approval Hearing.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. The Court will also consider Settlement Class Counsel's applications for attorneys' fees and expenses and for service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting more information

19. Where can I get more information?

More information can be found at www.smokedsalmonsettlement.com. That website includes important case deadlines, links to case documents including the full Settlement Agreement and the complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling the Settlement Administrator at (833) 693-1335, emailing info@smokedsalmonsettlement.com, or by calling Settlement Class Counsel at the phone numbers listed in the response to Question 13 above.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.