

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NEVERSINK GENERAL STORE,  
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

[PROPOSED] JUDGMENT GRANTING  
FINAL APPROVAL OF CLASS  
SETTLEMENT

This matter came before the Court for hearing on [\_\_\_\_], 2021, pursuant to the Court's Preliminary Approval Order dated [\_\_\_\_], 2021 (Dkt. No. [\_\_\_\_]), and on the motion ("Motion") for final approval of the Class Action Settlement Agreement and Release, dated May 5, 2021, entered into by the Parties (the "Settlement Agreement") (Dkt. No. [\_\_\_\_]), as well as Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award and for a Class Representative Incentive Award ("Fee Motion") (Dkt. No. [\_\_\_\_]). For the reasons set forth in the accompanying Final Approval Order, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Plaintiffs' motion for final approval of the Class Action Settlement Agreement and Release, dated March 16, 2021, entered into by the Parties (the "Settlement Agreement"), is hereby GRANTED. The parties are ORDERED to comply with the terms of the Settlement Agreement.

2. Plaintiffs' Fee Motion is hereby GRANTED. Pursuant to Section 3.4 of the Settlement Agreement, Mowi shall pay Settlement Class Counsel an Attorneys' Fees and Costs Award in the amount of \$\_\_\_\_\_. Pursuant to Section 3.3 of the Settlement Agreement, Mowi

shall pay Plaintiff Neversink General Store a Class Representative Service Award in the amount of \$\_\_\_\_\_ and Plaintiff Brenda Tomlinson a Class Representative Service Award in the amount of \$\_\_\_\_\_, which shall be deducted from the \$1,300,000 Total Class Consideration.

3. The Second Amended Complaint is hereby DISMISSED WITH PREJUDICE.

4. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award and a Class Representative Service Award; (c) distribution of the settlement payments, Settlement Class Counsel's Attorneys' Fees and Costs Award, and any Class Representative Incentive Award; and (d) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement, including enforcement of the Releases provided for in the Settlement Agreement.

5. This is a final and appealable judgment.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_.

\_\_\_\_\_

Paul A. Engelmayer

United States District Judge