UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

IN RE TURKEY ANTITRUST LITIGATION

This Document Relates To:

Direct Purchaser Plaintiff Actions

Civil Action No. 19-cv-08318

Hon. Sunil R. Harjani Hon. Keri L. Holleb Hotaling

ORDER GRANTING DIRECT PURCHASER PLAINTIFFS' UNCONTESTED MOTION FOR PRELIMINAR APPROVAL OF THE SETTLEMENTS WITH COOPER FARMS, INC. AND FARBEST FOODS, INC., TO APPROVE THE MANNER AND FORM OF CLASS NOTICE, AND RELATED RELIEF

Direct Purchaser Plaintiffs ("DPPs") have entered into settlement agreements with Cooper Farms, Inc. and Farbest Foods, Inc. on behalf of the direct purchaser litigation class certified by the Court (collectively "Settlements" or "Settlement Agreements"). Before the Court is DPPs' Motion for Preliminary Approval of Settlements with Cooper Farms, Inc. and Farbest Foods, Inc., to Approve of the Manner and Form of Class Notice, and Related Relief ("Motion"). This Motion seeks an order granting preliminary approval to the Settlements and approving the manner and form of the proposed Class Notice Plan that will inform the Certified Class of the Court's order certifying the litigation class and the Settlements. The Court, having reviewed the Motion; its accompanying memorandum, declarations and exhibits thereto; the proposed Settlement Agreements; and the file; hereby **ORDERS AND ADJUDGES:**

Notice of the Court's Class Certification Order

1. The Court certified the following DPP litigation class in its order dated January 22, 2025 (ECF No. 1107) (the "Certified Class"):

All persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products (the "Class Products") from Defendants in the United States during the Class Period.

- 2. The Certified Class has the following exclusions: Specifically excluded from the Certified Class are Defendants and their Co-conspirators; the officers, directors or employees of any Defendant or Co-conspirator; any entity in which any Defendant or their Co-conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their Co-conspirator; any entity where an individual owner, trust, and/or holding company also had an interest in any Defendant (whether as an individual, member, trust, trustee, legal representative, heir or assign) of greater than 5% during any year of the Class Period; any (in whole or in part) affiliate, legal representative, heir, or assign of any Defendant or their Co-conspirator. Also excluded from this Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any Co-conspirator identified in this action.
 - 3. The Class Products have the following exclusions:
 - a. Turkey breast products exclude: (1) turkey breasts used to make ground turkey;(2) turkey breast tenderloins; (3) organic turkey breast products; (4) NAE or ABF turkey breast products; and (5) cooked or RTE turkey breast products.
 - b. Ground turkey products exclude: (1) ground turkey products made from turkey breasts; (2) ground turkey products made from turkey wings; (3) burgers, sausages, and patties; (4) organic ground turkey products; (5) NAE or ABF ground turkey products; and (6) cooked or RTE ground turkey products.
 - c. Whole bird turkey products exclude: (1) organic turkey whole bird products;(2) NAE or ABF turkey whole bird products; and (3) cooked or RTE turkey whole bird products.

- 4. The Class Period is January 1, 2010, through December 31, 2016.
- 5. The Court previously appointed the law firms Hagens Berman Sobol Shapiro LLP and Lockridge Grindal Nauen PLLP as Co-Lead Class Counsel for the Certified Class.
- 6. The Court appoints John Gross and Company, Inc. and Maplevale Farms, Inc. as class representatives for the Certified Class.
- 7. The Court directs notice regarding certification of the direct purchaser litigation class be distributed to the Certified Class pursuant to Federal Rule of Civil Procedure ("Rule") 23(c)(2)(B).

Preliminary Approval of the Settlements

- 8. DPPs have entered into Settlement Agreements with Cooper Farms, Inc. and Farbest Foods, Inc. (collectively, the "Settlements" or "Settlement Agreements") on behalf of the Certified Class.
- 9. The Court has jurisdiction over this action and each of the Parties to the Settlement Agreements. Upon review of the record, the Court finds that the Settlement Agreements, which were arrived at by arm's-length negotiations by highly experienced counsel, meets all factors under Rule 23(e)(2) and will likely be granted Final Approval by the Court, subject to further consideration at the Court's Fairness Hearing. The Court finds that the Settlements are preliminarily determined be fair, reasonable, adequate, and in the best interests of the Certified Class; raise no obvious reasons to doubt their fairness; and raise a reasonable basis for presuming that the Settlements satisfy the requirements of Rule 23(c)(2), Rule 23(e), and due process.
 - 10. The Court grants preliminary approval to the Settlements.
- 11. The Court directs notice regarding the Settlements should be distributed to the Certified Class pursuant to Rule 23(c)(2)(B) and Rule 23(e)(1).

Approval of the Manner and Form of Class Notice

- 12. The Court finds that combining notice to the Certified Class of the certification of the Class and the Settlements is in the best interests of the Certified Class. The Court hereby directs that combined notice be distributed to the Certified Class members pursuant to Rule 23(c)(2)(B) and Rule 23(e)(1). Notice to Certified Class shall be the responsibility of Co-Lead Class Counsel.
- 13. The Court hereby appoints A.B. Data, Ltd. ("A.B. Data") to administer the Settlements and Class Notice according to the plan set out in the Motion. The Court previously appointed A.B. Data to administer DPPs' settlements with Tyson and Cargill.
- 14. The Court hereby appoints The Huntington National Bank as the escrow agent for the Settlements. The Court previously appointed The Huntington National Bank as escrow agent for DPPs' settlements with Tyson and Cargill.
- 15. The Class Notice Plan set forth in the Motion is substantially similar to the notice plan given Final Approval by this Court for the Tyson Settlement (*see* ECF No. 406). It complies with Rule 23(c)(2)(B), Rule 23(e)(1), and due process because it constitutes the best notice that is practicable under the circumstances, providing individual notice via mail and email to all Certified Class members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach members of the Certified Class who cannot be identified through reasonable effort.
- 16. The attached proposed notice documents: Long Form Notice (**Exhibit 1**), Short Form Notice (**Exhibit 2**), and Sample Media Banner Advertisement (**Exhibit 3**), (collectively, "Class Notice Documents") comply with Rule 23(c)(2)(B), Rule 23(e)(1), and due process because they are reasonably calculated to adequately apprise Certified Class members of (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that

a Certified Class member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Certified Class any member who validly requests exclusion, and that any Certified Class member may object to the Settlements; (vi) the time and manner for requesting exclusion or submitting objections; and (vii) the binding effect of a class judgment on Certified Class members under Rule 23(c)(3).

- 17. Co-Lead Class Counsel are not seeking payment of interim attorneys' fees, current and ongoing expenses, or service awards from the Settlements at this time. The Class Notice Plan and Documents adequately notify the Certified Class of Co-Lead Class Counsel's intentions in this regard, including that Co-Lead Counsel will at a later time seek reimbursement of litigation expenses, up to one-third of the net settlement funds for attorneys' fees, and service awards.
- 18. The Court grants DPPs request to defer distribution of the proceeds of the Settlements until a date later in the litigation. The Certified Class Notice Plan and Documents adequately notify the Certified Class of DPPs' intention regarding distribution.
- 19. The Court approves the Class Notice Plan and Class Notice Documents. Non-substantive changes, such as typographical errors, can be made to the Class Notice Documents by agreement of the parties without leave from the Court.
- 20. The Court permits Co-Lead Class Counsel to withdraw up to \$50,000 from each of the Settlement Funds (collectively, up to \$100,000) to pay the costs of notice and for Preliminary Approval, Final Approval, and administration of the claims process for this Settlement Agreement. Any costs of notice actually incurred by Co-Lead Class Counsel are non-refundable.
- 21. A.B. Data shall cause Class Notice to be mailed by first class mail, postage prepaid, to all members of the Certified Class members whose names, mailing addresses, and email addresses can be derived from information provided by the Defendants in this action. The Long

Form Notice shall be provided to all persons who request it in response to the Short Form Notice. A.B. Data is hereby directed to cause the Media Banner Advertisement to be published for four weeks in digital advertising campaigns on the websites for *Supermarket News* (www.supermarketnews.com) and *Nation's Restaurant News* (www.nrn.com). Comparable alternative websites relevant to the Certified Class may be used if any of these websites will not accept the Media Banner Advertisement or if advertising space or inventory are not available at the time the advertisements are placed.

Schedule for Class Notice and Fairness Hearing

22. The Court hereby sets the schedule below for the dissemination of Class Notice to the Certified Class; for Certified Class members to object to either or both Settlements, or request exclusion from the Certified Class; and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlements should be finally approved as fair, reasonable, and adequate. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the case-specific website, but other than the website posting the parties will not be required to provide any additional notice to Certified Class members. The hearing may take place remotely, including via telephone or video conference.

<u>DATE</u>	<u>EVENT</u>
April 4, 2025	Defendants Cooper Farms and Farbest Foods shall each
	file via ECF confirmation of its provision of notice to
	government regulators pursuant to the Class Action
	Fairness Act ("CAFA"), 28 U.S.C. § 1715(d)
April 22, 2025	Settlement Administrator to commence direct mail and
	email notice, and commence implementation of
	publication notice plan
May 22, 2025	Last day for Certified Class Members to: (1) request
	exclusion from the Certified Class; (2) file objections
	to the Settlements, and (3) file notices to appear at the
	Fairness Hearing
May 29, 2025	Co-Lead Counsel to provide Cooper Farms and Farbest
	Foods with a list of all persons and entities who have

	timely and validly requested exclusion from the
	Certified Class
June 26, 2025	Co-Lead Counsel shall file a motion for Final Approval
	of the Settlements and all supporting papers, providing
	a list of all timely and valid exclusions from the
	Certified Class (as well as all rejected exclusion
	requests), and Co-Lead Class Counsel and Defendants
	Cooper Farms and Farbest Foods may respond to any
	objections to the proposed Settlements
July 10, 2025 at 10:00 a.m. Central	Fairness Hearing regarding the Settlements ²
Everett McKinley Dirksen United	
States Courthouse	
219 South Dearborn Street	
Chicago, IL 60604 ¹	

Other Provisions

23. Except for those Certified Class members who file a timely and proper request for exclusion, all persons or entities who fit the description of the Certified Class and are not excluded by the above Certified Class definition's specific exclusions will be deemed members of the Certified Class for all purposes of this action. In the event of any further pretrial settlement(s), the Certified Class members may not be permitted another opportunity to opt out of the Settlements. All members of the Certified Class shall be bound by the Class Certification Order (ECF No. 1107) and by all subsequent proceedings, settlements, orders, and judgments in this action. No Certified Class member who elects to opt-out of the Certified Class pursuant to these provisions will be

¹ The Settlement Administrator will also post on the Settlement Website information regarding how class members may appear telephonically at the July 10, 2025 Fairness Hearing.

² Under CAFA the Court may not issue an order giving final approval of a proposed settlement earlier than 90 days after the later of the dates on which the appropriate Federal official and the appropriate State official are served with notice of these proposed Settlements. *Id.* at § 1715(d). Under the Settlement Agreement, within ten days of the filing of this motion, Cooper Farms and Farbest Foods will serve upon the appropriate state officials and the appropriate federal official the CAFA notice required by Section 1715(b). This schedule will allow the Court to schedule a Fairness Hearing as DPPs propose in the schedule above, in conformance with CAFA's requirements.

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entitled to relief under, or be affected by, any subsequent Certified Class settlement, if any, or

Certified Class judgment in this action.

24. All members of the Certified Class who do not timely and validly request exclusion

from the Certified Class and Settlements shall be preliminarily enjoined from commencing or

prosecuting any action or other proceeding against Cooper Farms or Farbest Foods and from

asserting any of the Released Claims against the Cooper Farms Released Parties or Farbest Foods

Released Parties pending Final Approval of the Settlements or until such time as this Court lifts

such injunction by subsequent order.

25. If the Settlements are not granted Final Approval by this Court or are otherwise

terminated by the Parties in accordance with the terms of their Settlement Agreements, the Court

will modify any existing scheduling orders as necessary to ensure that the DPPs, Cooper Farms,

and Farbest Foods will have sufficient time to prepare for the resumption of litigation.

IT IS SO ORDERED.

DATED: April 9

April 9, 2025

Honorable Sunil R. Harjani United States District Court

Northern District of Illinois

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UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

If you directly purchased certain turkey products from a turkey processor in the United States from January 1, 2010, through December 31, 2016, a class action may affect your rights.

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

- There is an update in *In re Turkey Antitrust Litigation*, No. 1:19-cv-08318, pending in the United States Court for the Northern District of Illinois, the lawsuit in which you previously received notices. The purpose of this new notice is to inform you of your rights related to (i) the Court formally certifying the class action lawsuit on January 22, 2025, and (ii) two new settlements (the "Settlements") that have been reached on behalf of Direct Purchaser Plaintiffs with Defendants Cooper Farms, Inc. ("Cooper Farms") and Farbest Foods, Inc. ("Farbest Foods") (together, "Settling Defendants").
- On January 22, 2025, the Court issued an order certifying a class of direct purchasers defined as: "[a]ll persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products (the "Class Products") from Defendants in the United States during the Class Period." This class of direct purchasers is called the "Certified Class." The Class Period is January 1, 2010, through December 31, 2016.
- Certain categories of persons and entities are specifically excluded from the Certified Class. These exclusions are explained in Question 11 below. Certain categories of products are excluded from the Class Products. These exclusions are explained in Question 10 below. The Settlements between the Direct Purchaser Plaintiffs and the Settling Defendants are on behalf of the Certified Class, only apply to the Settling Defendants, and do not dismiss claims against the other defendants in this case.
- The Settlements require the Settling Defendants to pay \$1,687,500 each. In addition to these monetary payments, the Settling Defendants have agreed to provide specific cooperation in the Direct Purchaser Plaintiffs' continued prosecution of this action.
- This notice provides Certified Class members with an opportunity to opt out of the Certified Class, as defined above. If you exclude yourself from the Certified Class, you will be excluded from the Settlements and will not receive any of the Settlement benefits, cannot participate in any future settlements on behalf of the Certified Class, and will not be bound any future judgments. You may not exclude yourself from only the Certified Class but not the Settlements. You may not exclude yourself from the Settlements but remain in the Certified Class. At this time, there is no claim form, plan of distribution, or request for Co-Lead Class Counsel fees or expenses (but Co-Lead Counsel will later seek reimbursement of additional expenses and up to one-third of the net settlement proceeds for attorneys' fees). The Certified Class does not affect the previous settlements reached in this litigation.
- If approved by the Court, the Settlements will resolve the claims in the lawsuit against the Settling Defendants. The Settlements will avoid litigation costs and risks to Direct Purchaser Plaintiffs and these Settling Defendants and will release the Settling Defendants from liability to members of the Certified Class.
- The Court has not decided whether the Settling Defendants did anything wrong, and the Settling Defendants deny any wrongdoing.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		
ASK TO BE EXCLUDED FROM THE CERTIFIED CLASS AND SETTLEMENTS	You must submit a valid request for exclusion to remove yourself from the Certified Class. Your legal rights are explained in Question 19 below. Requests for Exclusion must be postmarked or received by May 22, 2025.	

OBJECT TO THE SETTLEMENTS	Write to the Court about why you do not like the Settlements. Objections must be postmarked or received by May 22, 2025.
ATTEND THE FAIRNESS HEARING	Ask to speak in Court about the fairness of the Settlements.
Do Nothing	If you do nothing, you will remain a member of the Certified Class and may participate in the Settlements and in any monetary distribution to qualified purchasers if there are other settlements or judgments. The Settlements will resolve your claims against Cooper Farms and Farbest Foods, and you will give up your rights to sue or to continue to sue Cooper Farms or Farbest Foods about the Released Claims (as defined in the Settlement Agreements). You will be bound by any future judgments or settlements with the non-settling Defendants.

- Your rights and options and the deadlines to exercise them are explained in this notice
- The Court in charge of these cases still has to decide whether to finally approve the Settlements with Cooper Farms and Farbest Foods.
- Questions? Read on and visit www.TurkeyLitigation.com or call toll-free 1-877-777-9637.

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BASIC INFORMATION

1. Why did I receive a notice?

The Court directed notice to be sent to the Certified Class because this lawsuit may affect your rights. This notice provides you with the status of the litigation, including details about the proposed Settlements with Cooper Farms and Farbest Foods on behalf of the Certified Class, and the opportunity to exclude yourself from the Certified Class.

Defendants, including Cooper Farms and Farbest Foods, produce turkey products, including fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products ("Class Products"). Defendants' records show that you may have directly purchased Class Products from Defendants in the United States from January 1, 2010, through December 31, 2016 (the "Certified Class Period"). The list of Defendants is in the answer to Question 3 below.

The Court authorized this notice because you have a right to know that a direct purchaser class was "certified" in this class action lawsuit, about the proposed Settlements with Cooper Farms and Farbest Foods on behalf of the Certified Class, and your rights and options, before the Court decides whether to approve the Settlements and holds a trial to decide if the claims being made against the remaining non-settling Defendants are correct.

You may have received notices and submitted claims with respect to prior settlements reached in this litigation. The prior notices and claims only relate to those settling Defendants. You are receiving this Notice because the Court certified a Class regarding the non-settling Defendants (which included Cooper Farms and Farbest Foods at the time of certification) and because proposed Settlements have been reached with Cooper Farms and Farbest Foods. This notice explains the lawsuit, the Certified Class, the Settlements, and your legal rights.

2. What is this lawsuit about?

This class action lawsuit is called *In re Turkey Antitrust Litigation*, No. 1:19-cv-08318 and is pending in the United States District Court for the Northern District of Illinois. U.S. District Court Judge Sunil R. Harjani is in charge of this class action.

The Defendants are processors of turkey products in the United States, as well as Agri Stats, Inc. Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of certain turkey products, beginning at least as early as January 1, 2010, and continuing at least until December 31, 2016, with the intent and expected result of increasing prices of Class Products in the United States, in violation of federal antitrust laws. The Defendants deny all allegations of wrongdoing in this lawsuit.

3. Who are the Defendants?

On January 22, 2025, the Court approved the lawsuit to proceed as a class action against Defendants Butterball, LLC;; Cooper Farms; Farbest Foods; Foster Farms LLC; Foster Poultry Farms LLC; Jennie-O Turkey Stores, Inc.; Hormel Foods Corporation; House of Raeford Farms, Inc.; Perdue Farms, Inc.; Perdue Foods LLC; Prestage Farms, Inc., Prestage Foods, Inc., Prestage Farms of South Carolina, LLC; and Agri Stats, Inc. Defendants' "co-conspirators" include Dakota Provisions, LLC, Kraft Heinz Company, Kraft Foods Group Brands LLC, Michigan Turkey Producers LLC, Norbest LLC, and West Liberty Foods LLC.

4. What is a class action, and who is involved?

In a class action lawsuit, one or more people or businesses, called class representatives, sue on behalf of themselves and others who have similar claims, all of whom together are a "class." Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

5. Why are there Settlements?

The Court did not decide in favor of either Direct Purchaser Plaintiffs or Cooper Farms and Farbest Foods. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Cooper Farms and Farbest Foods believe the Direct Purchaser Plaintiffs would not have won at a trial. But litigation involves risks to both sides, and therefore, Direct Purchaser Plaintiffs and Cooper Farms and Farbest Foods have agreed to Settlements. The Settlements require Cooper Farms and Farbest Foods to pay money, as well as respond to specific requests made by the Direct Purchaser Plaintiffs in

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their continued prosecution of the litigation. Direct Purchaser Plaintiffs and their attorneys believe the Settlements are in the best interests of all Certified Class members.

6. Have there been other settlements in this lawsuit?

Yes. Previously, you may have received notice about settlements in this lawsuit with Tyson and Cargill. The settlement with Tyson received final approval from the Court on February 3, 2022. The Court will hold a hearing on June 18, 2025, to decide whether to approve the settlement with Cargill. Payments from these settlements will be made to eligible class members if the Court approves the Cargill settlement and after any appeals are resolved. Eligible class members can file a claim for payment from these settlements until April 21, 2025. Please visit the website, www.TurkeyLitigation.com for more information and updates.

7. Why is the lawsuit continuing if there are Settlements?

Direct Purchaser Plaintiffs reached these Settlements with Cooper Farms and Farbest Foods and previous settlements with Tyson and Cargill.

However, the Direct Purchasers Plaintiffs' case is proceeding against the other remaining non-settling Defendants. These Defendants deny the claims in the lawsuit. The Court has not decided whether the Plaintiffs or the remaining non-settling Defendants are right. Direct Purchasers Plaintiffs will have to prove their claims in Court. Additional money or benefits may become available in the future as a result of a trial or future settlements with these remaining non-settling Defendants. It is also possible that the lawsuit against the remaining non-settling Defendants may be resolved in their favor and no additional money may become available. There is no guarantee as to what will happen. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against the non-settling Defendants. The non-settling Defendants are Agri Stats, Inc.; Butterball LLC; Foster Farms LLC; Foster Poultry Farms LLC; Hormel Foods Corporation; Jennie-O Turkey Store, Inc.; House of Raeford Farms, Inc.; Perdue Farms, Inc.; Perdue Foods LLC; Prestage Farms of South Carolina, LLC; Prestage Farms, Inc.; and Prestage Foods, Inc.

8. What if I received previous communications regarding this lawsuit?

You may have received notice, authorized by the Court, about Direct Purchasers Plaintiffs' previous settlements in this lawsuit with Tyson and Cargill.

You may have received other communications about this lawsuit, including solicitations by other attorneys seeking to represent you as a plaintiff in an individual (or "direct action") lawsuit against Defendants. These communications were not approved by the Court and did not come from Court-appointed Co-Lead Class Counsel.

WHO IS IN THE CLASS?

9. Am I part of the Certified Class?

The Certified Class is defined as:

All persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products ("Class Products") from Defendants in the United States from January 1, 2010, through December 31, 2016 ("Class Period").

There are additional details about the Class Products definition in the answer to Question 10 below. If you satisfy these criteria, and you do not file a timely and valid exclusion, then you are a member of the Certified Class, subject to the exceptions listed in Question 11 below.

While these Settlements are only with Cooper Farms and Farbest Foods, the Certified Class includes persons who purchased Class Products from *any* of the Defendants or their co-conspirators.

The Court-approved class definition, or group of people included in the Certified Class is different from the settlement classes the Court approved in the settlements with Cargill and Tyson. Please visit www.TurkeyLitigation.com for more information about those settlement classes.

10. What are the Class Products?

The Class Products include fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products.

Turkey breast products <u>do not</u> include: turkey breasts used to make ground turkey, turkey breast tenderloins, organic turkey breast products, No Antibiotics Ever ("NAE") or Antibiotic-Free ("ABF") turkey breast products, and cooked or ready-to-eat ("RTE") turkey breast products.

Ground turkey products <u>do not</u> include: ground turkey products made from turkey breasts; ground turkey products made from turkey wings; burgers, sausages, and patties; organic ground turkey products; NAE or ABF ground turkey products; and cooked or RTE ground turkey products.

Whole bird turkey products do not include: organic turkey whole bird products, NAE or ABF turkey whole bird products, and cooked or RTE turkey whole bird products.

11. Are there exceptions to being included?

Yes. Specifically excluded from the Certified Class are Defendants and their Co-conspirators; the officers, directors or employees of any Defendant or Co-conspirator; any entity in which any Defendant or their Co-conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their Co-conspirator; any entity where an individual owner, trust, and/or holding company also had an interest in any Defendant (whether as an individual, member, trust, trustee, legal representative, heir or assign) of greater than 5% during any year of the Class Period; any (in whole or in part) affiliate, legal representative, heir, or assign of any Defendant or their Co-conspirator. Also excluded from this Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any Co-conspirator identified in this action.

If you are in one of these categories, you are not a member of the Certified Class and not eligible to participate in these Settlements.

12. I'm still not sure if I'm included.

If you are still not sure if you are included, please review the detailed information contained in the Court's Memorandum and Order dated January 22, 2025, and the Settlement Agreements, available for download at www.TurkeyLitigation.com. You may also call the Settlement Administrator at 1-877-777-9637 or call or write to Co-Lead Class Counsel at the phone numbers or addresses listed in Question 24 below.

THE BENEFITS OF THE SETTLEMENT AGREEMENTS

13. What do the Settlements with Cooper Farms and Farbest Foods provide?

If the Settlements are approved, Cooper Farms and Farbest Foods will each pay \$1,687,500 to resolve the claims against them. The specific claims being released, called the "Released Claims" are defined in the Settlement Agreements. In addition, Cooper Farms and Farbest Foods have also agreed to respond to specific requests for cooperation made by the Direct Purchaser Plaintiffs in their continued prosecution of the litigation.

14. What are the Settlement benefits being used for?

Subject to approval by the Court, a portion of the proceeds from the Settlements (up to \$50,000 from each Settlement, or up to \$100,000 collectively) will be used by the Settlement Administrator to provide notice of class certification and the Settlements to potential Certified Class Members. The remainder of the proceeds from the Settlements will remain available for any future notice, distribution to members of the Certified Class, or attorneys' fees (up to one-third of net settlement funds), litigation expenses, and service awards. At this time, Direct Purchaser Plaintiffs and the counsel are not seeking any attorneys' fees, non-administration expenses, or service awards to be paid from the proceeds of the Settlements. However, they will do so in the future, subject to additional notice to your and approval by the Court.

The proceeds from these Settlements will not be distributed to qualifying Certified Class Members at this time. Instead, Co-Lead Class Counsel intend to combine the Settlements' proceeds with proceeds from future settlements or other recoveries in the litigation before distribution. You will receive notice of any such future settlements or recoveries and when it is time to file a valid claim.

15. What should I do if I already filed a claim in this lawsuit?

Any claims filed in the settlements with Tyson and Cargill are unaffected by the Settlements with Cooper Farms and Farbest Foods. The Court will hold a hearing on June 18, 2025, to consider whether to approve the claims process for the Tyson and Cargill settlements. Payments for the Tyson and Cargill settlements' proceeds will not be made until after that time and any appeals are resolved. Please be patient.

The Cooper Farms and Farbest Foods Settlement proceeds will not be distributed until a later date. If you are a Certified Class Member, you will be provided notice when it is time to file a claim.

16. Can I file a claim in the previous settlements in this case?

Eligible class members in the settlements with Tyson and Cargill are able to file a claim for a payment in those settlements until April 21, 2025. Please visit www.TurkeyLitigation.com for more information and updates.

17. What am I giving up by staying in the Certified Class?

Unless you exclude yourself by following the directions in Question 19 below, you will stay in Certified Class and participate in the Settlements. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Cooper Farms, Farbest Foods, or the non-settling Defendants and their affiliates pertaining to the claims in this case.

You will be releasing the "Cooper Farms Released Parties" and "Farbest Foods Released Parties" from the "Released Claims" described in the Settlements available at www.TurkeyLitigation.com.

If you stay in the Certified Class, it also means that should additional settlements be reached, or a judgment be issued by the Court, regardless of whether it is in favor of the Certified Class or the non-settling Defendants, the Court's orders will apply to you and legally bind you.

18. What happens if I do nothing at all?

If you do nothing, you will stay in Certified Class and be able to file a claim for payment from the Settlements with Cooper Farms and Farbest Foods at a later date. The Settlements will resolve your claims against Cooper Farms and Farbest Foods, and you will give up your rights to sue them about the Released Claims (as defined in the Settlement Agreements). You also give up any rights to sue the non-settling Defendants on your own about the claims in this lawsuit, but you may also have the opportunity to participate any future settlements or judgments obtained by Direct Purchaser Plaintiffs. You will be legally bound by all Court orders affecting the Certified Class, good or bad.

EXCLUDING YOURSELF FROM THE CERTIFIED CLASS AND SETTLEMENTS

19. How do I exclude myself from the Certified Class?

- As noted in Question 18, you do not need to take any action to remain a member of the Certified Class and participate in the Settlements. As a Certified Class member, you will also be able to participate in any future settlement or judgment obtained by Direct Purchaser Plaintiffs against the non-settling Defendants in this case.
- If you do not wish to remain a member of the Certified Class and do not want to be legally bound by or participate in the Settlements, then you must exclude yourself from the Certified Class by May 22, 2025.
- If you exclude yourself from the Certified Class, you will be excluded from the Settlements and from any future settlement or judgment obtained by the Direct Purchaser Plaintiffs against the non-settling Defendants in this case. Please also see the answer to Question No. 21 below.

In any request to exclude yourself from the Certified Class, you must submit a written request to the Class Notice Administrator stating: (a) your name, including the name of your business which purchased Class Products, and address; (b) a statement that you want to be excluded from the Certified Class and the Settlements with Cooper Farms and Farbest Foods in *In re Turkey Antitrust Litigation*; (c) if your exclusion involves an assignment of claims, then you must identify the assignor, the assignee, and the total value of direct Class Product purchases during the Class Period from each Defendant or co-conspirator that is subject to the assignment; and (d) your signature. Note that if you previously submitted this

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information in connection with the claims process for the Cargill and Tyson settlements, you must do so again because the definition of Turkey is different in the certified class as described in Question 9 above.

If you intend to exclude subsidiaries, affiliates, divisions, related or controlled entities, entities under common control, predecessors in interest, or any other related entity, such entities must be expressly identified by name and address in your request. Additionally, if you intend to exclude claims that were assigned to you from another potential Certified Class Member, you must include the assignor's name; whether the assignor fully or partially assigned their Class Product claims; the annual value of Class Product purchases assigned, identified by Defendant or Co-Conspirator from whom the purchases were made; and a copy of the executed assignment agreement or a statement outlining the assignment signed by both the assignor and assignee.

You must mail or email your Exclusion Request, postmarked or received by **May 22, 2025**, to: *Turkey Antitrust Litigation*, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217; or info@TurkeyLitigation.com.

20. If I don't exclude myself, can I sue non-settling Defendants, Cooper Farms, or Farbest Foods for the same thing later?

No. Unless you exclude yourself as indicated in Question 19 above, you give up the right to sue the Settling Defendants, Cooper Farms and Farbest Foods, for claims set forth in the litigation and the Settlements. If you do not exclude yourself from the Certified Class, you will be bound by any judgment or future settlement with non-settling Defendants and may not have another opportunity to exclude yourself. If you have a pending lawsuit against Cooper Farms, Farbest Foods, or the remaining non-settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from the Certified Class to continue your own lawsuit.

21. If I exclude myself, can I still get a payment from these Settlements or future settlements or judgments?

No. If you exclude yourself from the Certified Class, you will be excluded from the Settlements. You will not be eligible to receive any proceeds from the Settlements, and you will not be able to participate in any future settlement or judgment obtained by the Direct Purchaser Plaintiffs against the non-settling Defendants in this case.

22. If I excluded myself previously, do I need to exclude myself again?

Yes. Even if you previously excluded yourself from the previous settlements with Tyson and/or Cargill, you must exclude yourself now if you do not want to be part of the Certified Class and the Settlements with Cooper Farms and Farbest Foods.

23. Can I still exclude myself from the previous settlements?

The deadline to exclude yourself from the previous settlement with Tyson has passed. However, the deadline to exclude yourself from the previous settlement with Cargill is April 21, 2025. Visit the website, www.TurkeyLitigation.com to learn more.

OBJECTING TO THE SETTLEMENTS

24. How do I tell the Court that I don't like the Settlements?

If you are a Certified Class Member and have not excluded yourself, you can object to the Settlements with Cooper Farms and Farbest Foods if you don't like part or all of them. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement(s) with Cooper Farms and/or Farbest Foods in *In re Turkey Antitrust Litigation* and the reasons why you object to those Settlement(s). Be sure to include your full name, the name of your business which purchased the Class Products, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or judge. Instead, mail your objection to the Class Notice Administrator, Co-Lead Class Counsel, and Counsel for Cooper Farms and Farbest Foods at the addresses listed below. Your objection must be postmarked no later than **May 22, 2025**.

<u>Settlement Administrator:</u>
<u>Direct Purchaser Plaintiffs'</u>
<u>Co-Lead Class Counsel:</u>

<u>Counsel for Cooper Farms:</u>
Jennifer A. L. Battle

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Turkey Antitrust Litigation ATTN: OBJECTIONS c/o A.B. Data, Ltd. P.O. Box 173001 Milwaukee, WI 53217 Brian D. Clark
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Ave. South, Suite 2200
Minneapolis, MN 55401
(612) 339-6900
bdclark@locklaw.com

Shana E. Scarlett
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
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T: (510) 725-3000
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shanas@hbsslaw.com

CARPENTER LIPPS LLP 280 N. High Street, Suite 1300 Columbus, Ohio 43215 battle@carpenterlipps.com

Counsel for Farbest Foods:

Gaspare J. Bono
Leslie A. Barry
DENTONS US LLP
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DC 20006
(202) 496-7500
gap.bono@dentons.com
leslie.barry@dentons.com

25. Can I object to the previous settlements?

No, the deadline to object to the prior settlements with Tyson and Cargill has passed. Visit, <u>www.TurkeyLitigation.com</u> to learn more.

26. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Certified Class. Excluding yourself is telling the Court that you do not want to be part of the Certified Class. If you exclude yourself from the Certified Class, you have no standing to object because the Settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

27. Do I have a lawyer in this case?

Yes. The Court appointed the law firms Lockridge Grindal Nauen PLLP and Hagens Berman Sobol Shapiro LLP as Co-Lead Class Counsel for the Certified Class. You will not be charged for these lawyers. Their contact information is provided above in Question 24. If you want to be represented by another lawyer, you may hire one at your own expense.

28. Should I hire my own lawyer?

If you remain a member of the Certified Class, you do not need to hire your own lawyer because Co-Lead Class Counsel is working on your behalf.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the Certified Class, these lawyers will no longer represent you. You will need to hire your own lawyer if you wish to pursue your own lawsuit against Cooper Farms, Farbest Foods, or the remaining non-settling Defendants.

29. How will the lawyers be paid?

Co-Lead Class Counsel are not asking the Court to award any attorneys' fees or reimburse litigation expenses from the Settlements at this time, but at a later date, will request up to one-third of net settlement funds as attorneys' fees and reimbursement of additional expenses. However, subject to approval by the Court, a portion of the proceeds from the Settlements (up to\$50,000 from each Settlement, or \$100,000 collectively) will be used by the Settlement Administrator to provide notice of class certification and the Settlements to potential Certified Class Members. In the future, Co-Lead Class Counsel will ask the Court to award attorneys' fees and reimbursement of reasonable and necessary litigation expenses from the Settlements or any other settlement or recovery in this litigation. At such time, and prior to any Court approval, members of the Certified Class will be provided with notice of the amount of fees or expenses sought by Co-Lead Class Counsel and the opportunity to be heard by the Court. You will not have to pay any fees or costs out-of-pocket.

THE COURT'S FAIRNESS HEARING

30. When and where will the Court decide whether to approve the Settlements?

The Court will hold a hearing to decide whether to approve the Settlements (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold the Fairness Hearing on **July 10, 2025, at 10:00 a.m. Central** at the United States District Court for the Northern District of Illinois, Courtroom 1925, Everett McKinley Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. At this hearing, the Court will consider whether the Settlements are 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. After the hearing, the Court will decide whether to approve the Settlements. We do not know how long these decisions will take.

The Court may hold the Fairness Hearing remotely via telephone or video conference and may change call-in details or move the Fairness Hearing to a later date without providing additional notice to members of the Certified Class. Updates will be posted to the Settlement Website.

31. Do I have to come to the hearing?

No. Co-Lead Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense or attend via telephone or video conference, if Court holds a telephone or video hearing. If you send an objection, you do not 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 is not necessary.

32. May I speak at the hearing?

Yes, you may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Turkey Antitrust Litigation*." Be sure to include your name, the name of your business which purchased Class Products, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than **May 22, 2025**, and it must be sent to the Clerk of the Court, Co-Lead Class Counsel, and Counsel for Cooper Farms and Farbest Foods. The address for the Clerk of the Court is: Everett McKinley Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. The addresses for Co-Lead Class Counsel and Counsel for Cooper Farms and Farbest Foods are provided in the answer to Question 24. You cannot ask to speak at the hearing if you excluded yourself from the Certified Class.

THE TRIAL

33. How and when will the Court decide if the Plaintiffs or remaining non-settling Defendants are right?

If the lawsuit against the remaining non-settling Defendants is not dismissed or settled, the Direct Purchaser Plaintiffs will have to prove their claims at a trial that will take place at the United States District Court for the Northern District of Illinois, Courtroom 2503, Everett McKinley Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. During the trial, a jury and/or judge will hear evidence and decide whether the Direct Purchaser Plaintiffs or the remaining non-settling Defendants are right about the claims in the lawsuit. There is no guarantee that the Direct Purchaser Plaintiffs will win any money or benefits for the Certified Class. Trial is set to begin on October 13, 2026.

34. Will I get money after the trial?

If the Direct Purchaser Plaintiffs obtain money or benefits as a result of a trial or settlement with the remaining non-settling Defendants, you will be notified about how to get a payment or benefits and your other options at that time. These things are not known right now. Important information about the case will be posted on the website, www.TurkeyLitigation.com, as it becomes available.

GETTING MORE INFORMATION

35. How do I get more information?

This notice is only a summary. More details about the proposed Settlements are in the Settlement Agreements. You can find copies of the Settlement Agreements, the certification order, other important documents, and information about the current status of the litigation by visiting www.TurkeyLitigation.com. You may contact the Settlement Administrator at

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<u>info@TurkeyLitigation.com</u> or toll-free at 1-877-777-9637. You may also contact Co-Lead Class Counsel at the addresses, phone numbers, and email addresses provided in Question 24.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

COURT-APPROVED LEGAL NOTICE

If You Directly Purchased Certain Turkey Products from a Turkey Processor in the United States from January 1, 2010, Through December 31, 2016, a Class Action May Affect Your Rights.

Para una notificacion in español, llame gratis al 1-877-777-9637 o visite nuestro website, www.TurkeyLitigation.com.

There is an update in *In re Turkey Antitrust Litigation*, No. 1:19-cv-08318, pending in the United States Court for the Northern District of Illinois, the lawsuit in which you previously received notices. The purpose of this new notice is to inform you of your rights related to (i) the Court formally certifying the class action lawsuit on January 22, 2025, and (ii) two new settlements (the "Settlements") that have been reached on behalf of Direct Purchaser Plaintiffs with Defendants Cooper Farms, Inc. ("Cooper Farms") and Farbest Foods, Inc. ("Farbest Foods") (together, "Settling Defendants"). **A more detailed notice is available at www.TurkeyLitigation.com**.

On January 22, 2025, the Court issued an order certifying a class of direct purchasers defined as: "[a]ll persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products (the "Class Products") from Defendants in the United States during the Class Period." This class of direct purchasers is called the "Certified Class." The Class Period is January 1, 2010, through December 31, 2016.

The Settlements between the Direct Purchaser Plaintiffs and the Settling Defendants are on behalf of the Certified Class, only apply to the Settling Defendants, and do not dismiss claims against the other defendants in this case. The Settlements require the Settling Defendants to pay \$1,687,500 each. In addition to these monetary payments, the Settling Defendants have agreed to provide specific cooperation in the Direct Purchaser Plaintiffs' continued prosecution of this action.

This notice provides Certified Class members with an opportunity to opt out of the Certified Class as defined above. If you exclude yourself from the Certified Class, you will be excluded from the Settlements and will not receive any of the Settlement benefits, cannot participate in any future settlements on behalf of the Certified Class, and will not be bound by any future judgments. At this time, there is no claim form, plan of distribution, or request from Co-Lead Class Counsel for fees or expenses (but Co-Lead Counsel will later seek up reimbursement of additional expenses and up to one-third of the net settlement proceeds for attorneys' fees). The Certified Class does not affect the previous settlements reached in this litigation.

The United States District Court for the Northern District of Illinois (the "Court") authorized this notice because you have a right to know (a) that a direct purchaser class was "certified" in this class action lawsuit, (b) about the proposed Settlements with Cooper Farms and Farbest Foods, and (c) your rights and options. Please review this notice and follow the instructions carefully.

WHO IS INCLUDED?

The Certified Class is defined as all persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products ("Class Products") from Defendants in the United States from January 1, 2010, through December 31, 2016 ("Class Period"). Specifically excluded from the Certified Class are the Defendants and their co-conspirators; the officers, directors, or employees of any Defendant or co-conspirator; any entity in which any Defendant or co-conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their co-conspirator; any entity where an individual owner, trust, and/or holding company also had an interest in any Defendant (whether as an individual, member, trust, trustee, legal representative, heir or assign) of greater than 5% during any year of the Class Period; and any (in whole or in part) affiliate, legal representative, heir, or assign of any Defendant or Co-conspirator. Also excluded from the Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, any Co-conspirator identified in this action, and anyone who timely and validly excludes themselves from the Certified Class.

The Court certified the Class regarding the non-settling Defendants (which included Cooper Farms and Farbest Foods at the time of certification). The remaining non-settling Defendants in this lawsuit, for purposes of this notice, include Agri Stats, Inc., Butterball LLC, Foster Farms, LLC, Foster Poultry Farms LLC, Hormel Foods Corporation, Jennie-O Turkey Store, Inc., House of Raeford, Inc., Perdue Farms, Inc., Perdue Foods, LLC, Prestage Farms of South Carolina, LLC, Prestage Farms, Inc., and Prestage Foods, Inc.

If you are not sure you are included, you can get more information, including a detailed notice, at www.TurkeyLitigation.com (the "Settlement Website") or by calling toll-free 1-877-777-9637.

WHAT IS THIS LAWSUIT ABOUT?

Defendants are processors of turkey products in the United States. Direct Purchaser Plaintiffs allege that Defendants and their coconspirators conspired and combined to fix, raise, maintain, and stabilize the price of certain turkey products (the Class Products) beginning at least as early as January 1, 2010, and continuing through at least December 31, 2016, with the intent and expected result

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of increasing prices for those products in the United States, in violation of federal antitrust laws.

The Class Products include fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products. Turkey breast products do not include: turkey breasts used to make ground turkey, turkey breast tenderloins, organic turkey breast products, No Antibiotics Ever ("NAE") or Antibiotic-Free ("ABF") turkey breast products, and cooked or ready-to-eat ("RTE") turkey breast products. Ground turkey products do not include: ground turkey products made from turkey breasts; ground turkey products made from turkey wings; burgers, sausages, and patties; organic ground turkey products; NAE or ABF ground turkey products; and cooked or RTE ground turkey products. Whole bird turkey products do not include: organic turkey whole bird products, NAE or ABF turkey whole bird products, and cooked or RTE turkey whole bird products.

Cooper Farms, Farbest Foods, and the other non-settling Defendants deny they did anything wrong. The Court did not decide who is right. Instead, Direct Purchaser Plaintiffs and Cooper Farms and Farbest Foods agreed to Settlements to resolve the case, which provide benefits to the Certified Class. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against the non-settling Defendants who may be subject to separate settlements or judgments. The lawyers for the Certified Class will have to prove their claims against the non-settling Defendants in Court at a trial that is set to begin on October 13, 2026. There is no guarantee additional money or benefits will become available.

WHAT DOES THE SETTLEMENT PROVIDE?

Cooper Farms and Farbest Foods will pay \$1,687,500 each to resolve all the Certified Class members' claims against the Cooper Farms Released Parties and Farbest Foods Released Parties, respectively, for the Released Claims (defined in the Settlements). In addition to the monetary benefit, the Settling Defendants have agreed to provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of this litigation.

HOW DO I GET A PAYMENT?

Proceeds from the Cooper Farms and Farbest Foods Settlements will not be distributed to qualifying Certified Class Members at this time. Instead, Co-Lead Class Counsel intend to combine the Settlements' proceeds with proceeds from future settlements or other recoveries in the litigation before distribution. You will receive notice when it is time to file a valid claim.

WHO REPRESENTS THE CLASS?

The Court appointed the law firms Lockridge Grindal Nauen PLLP and Hagens Berman Sobol Shapiro LLP to represent members of the Certified Class as "Co-Lead Class Counsel." You do not have to pay Co-Lead Counsel or anyone else to participate. If you want to be represented by another lawyer, you may hire one at your own expense.

WHAT ARE YOUR RIGHTS AND OPTIONS?

- You do not need to take any action to remain both a member of the Certified Class and participate in, and be bound by, the Settlements. As a Certified Class member, you will also be able to participate in any future settlement or judgment obtained by Direct Purchaser Plaintiffs against the non-settling Defendants in the case.
- If you do not wish to remain a member of the Certified Class, and do not want to be legally bound by or participate in the Settlements, any future settlements, and any judgments in this case, you must exclude yourself from the Certified Class by May 22, 2025.
- If you exclude yourself from the Certified Class, you must also exclude yourself from the Settlements.

If you exclude yourself from the Certified Class, you cannot get money from the Settlements. If you do not exclude yourself from the Certified Class, you may still object to the Settlements by **May 22, 2025**. A detailed notice that explains how to exclude yourself or object is available at www.TurkeyLitigation.com. Details may also be found on the FAQs page of the litigation website. The Court will hold a hearing in this case (*In re Turkey Antitrust Litigation*, No. 1:19-cv-08318 (N.D. Ill.)) on **July 10, 2025**, **at 10:00 a.m.** Central to consider whether to approve the Settlement Agreements. You or your own lawyer may ask to speak at the hearing at your own expense.

This notice is only a summary. You can find more details about the Settlements at www.TurkeyLitigation.com or by calling toll-free 1-877-777-9637. Please do not contact the Court.

