

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE TURKEY ANTITRUST LITIGATION

Civil Action No. 19-cv-08318

This Documents Relates To:

Hon. Sunil R. Harjani

Hon. Keri L. Holleb Hotaling

Direct Purchaser Plaintiff Actions

**DECLARATION OF BRIAN D. CLARK IN SUPPORT OF
DIRECT PURCHASER PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT WITH CARGILL AND APPROVAL OF A CLAIMS PROCESS AND
NOTICE PLAN**

I, Brian D. Clark, declare under oath, as follows:

1. I am a Partner in the law firm of Lockridge Grindal Nauen PLLP. This Court appointed my firm, together with the firm of Hagens Berman Sobol Shapiro LLP, as Interim Co-Lead Counsel for Direct Purchaser Plaintiffs ("DPPs") in this litigation. (*See* ECF No. 143). I have full knowledge of the matters stated herein and could and would testify thereto.

2. I submit this Declaration in support of DPPs' Motion For Preliminary Approval Of Settlement With Defendant Cargill And Approval Of A Claims Process And Plan Of Notice filed simultaneously herewith. For purposes of this Declaration "Cargill" refers collectively to Cargill, Incorporated and Cargill Meat Solutions Corporation.

3. Tyson's market share of the Turkey market (as turkey is defined in the Settlement Class) is roughly 4-5% and Cargill's is approximately 20-21% of the market as defined in the Settlement Class and approximately 30-31% of the Litigation Class.

4. On behalf of DPPs, Interim Co-Lead Counsel conducted settlement negotiations with counsel for Cargill over the course several months and on numerous occasions. As a result

of these negotiations, the parties recently signed the proposed Settlement Agreement. A true and correct copy of the proposed Settlement Agreement is attached as **Exhibit A** to this Declaration.

5. Prior to filing DPPs' initial complaint—the first complaint filed in this litigation—in December 2019, Interim Co-Lead Counsel commenced an extensive investigation into the United States' Turkey market and the conduct underlying the allegations set forth in DPPs' initial complaint (ECF No. 1). As Interim Co-Lead Counsel, we have spent thousands of hours vigorously litigating this case on behalf of the DPP Class. We successfully opposed Defendants' motions to dismiss and coordinated and led the review, cataloging, and analysis of the nearly 2 million documents produced by Defendants. Plaintiffs have taken over 75 depositions of Defendants' employees and their Co-Conspirators and over 15 depositions of non-parties. Most of these depositions were taken by attorneys from Interim Co-Lead Counsel's firms. Because of the substantial information we have obtained through our investigation and formal discovery, DPPs were fully aware of the strengths and weaknesses of each party's position prior to executing the proposed Settlement Agreement.

6. Additionally, during the course of the litigation, Interim Co-Lead Counsel have researched and analyzed many legal and factual issues contested by the parties. We thoroughly evaluated the relative strengths and weaknesses of the parties' respective litigation positions in relation to this proposed Settlement Agreement. Because of our research, analysis, and evaluation, we were well informed of the facts, benefits, risks, and consequences of the proposed Settlement Agreement.

7. The resulting settlement negotiations with Cargill were at arm's length and were hard fought at all times. The proposed Settlement Agreement with Cargill is the product of intensive settlement negotiations conducted over a period of nearly two years, including one

formal mediation day with mediator Greg Lindstrom, as well as numerous follow-ups with the mediator and numerous one-on-one communications between the parties after the initial mediation failed to resolve the matter. The parties debated many issues, and negotiated many terms of the proposed Settlement Agreement, including the amount of payment, the timing of payment, potential conditions on payment, the effect of opt-outs on any settlement, and potential cooperation against other Defendants. Throughout this process, Cargill was represented by experienced, sophisticated counsel.

8. There was no collusion or preference among counsel for the parties at any time during these settlement negotiations. To the contrary, the negotiations were contentious, hard fought, and fully informed. Interim Co-Lead Counsel sought to obtain the greatest monetary benefit possible for the Settlement Class. Furthermore, there was no discussion or agreement at any time regarding the amount of attorneys' fees Interim Co-Lead Counsel would petition the Court to award in this case.

9. DPPs' Class Representatives are not afforded any special compensation under the proposed Settlement Agreement, and all proposed Settlement Class members similarly share a common interest in obtaining Cargill's cooperation to prosecute this case.

10. Under the proposed Settlement Agreement, Cargill agrees to pay the sum of \$32,500,000 to the settlement fund within twenty-one (21) days of the Court's grant of Preliminary Approval. (*See* Ex. A, Settlement Agreement § 9.) Cargill also agrees to cooperate with DPPs in prosecuting any remaining claims against other Defendants. Cargill's cooperation will include providing DPPs with (a) declarations or affidavits regarding business record foundation for certain identified documents and (b) live witnesses at trial. (*See id.* § 10.) This brings the total monetary

recovery on behalf of the DPP Class to \$37,125,000, as Plaintiffs settled with Tyson in 2021 for \$4,625,000.

11. The proposed Settlement Agreement requires Interim Co-Lead Counsel to send out notice to potential members of the Settlement Class of, among other things, the fact and material terms of the proposed Settlement, instructions on how to opt of the proposed class or object to the Settlement, and other information. (*See* Ex. A, Settlement Agreement § 6.) The type of notice plan proposed here, which relies on direct notice to the extent practicable to class members who can be identified through reasonable effort, supplemented by publication notice, has been successfully implemented in this case (*see* Order Preliminarily Approving DPPs' Settlement with Tyson Defendants (ECF No. 265)) and in other direct purchaser actions, including *In re Broiler Chicken Antitrust Litigation*. A copy of the relevant order is attached as **Exhibit B** to this Declaration. (*In re Broiler Chicken Antitrust Litig.*, 1:16-cv-08637 (N.D. Ill. Jan. 8, 2020) (ECF No. 3394) (Order Granting DPPs' Motion for Preliminary Approval of Settlements with Defendants Peco Foods, Inc. George's Inc., George's Farms, Inc., and Amick Farms, LLC)).

12. I have practiced law and specialized in antitrust class action law since 2009, and I have prosecuted numerous antitrust class actions as lead counsel or other leadership positions. I have personally negotiated many settlements. In my opinion, and in that of my Interim Co-Lead Counsel colleagues, the proposed Settlement Agreement with Cargill is fair, reasonable, and adequate. The proposed Settlement provides substantial benefits to the Class and avoids the delay and uncertainty of continuing protracted litigation against Cargill.

13. After a competitive bidding process in connection with the Tyson Settlement Agreement, Interim Co-Lead Counsel selected and now propose A.B. Data, Ltd. to administer notice the Settlement Class Members. There are efficiencies and cost-savings in having the same

claims administrator perform these services for each settlement DPPs reach. The details of the proposed class notice program are discussed in our Motion and the supporting Declaration of Eric Schachter. In DPPs' Motion, we ask the Court to appoint A.B. Data as claims administrator in this case.

14. After a competitive bidding process in connection with the Tyson Settlement Agreement, Interim Co-Lead Counsel selected and again now proposes The Huntington National Bank to act as the escrow agent and provide escrow services in this litigation for the Cargill Settlement. There are efficiencies and cost-savings in having the same escrow service perform these services for each settlement DPPs reach. More information about The Huntington National Bank can be found in the supporting Declaration of Robyn Griffin. In DPPs' motion, we ask the Court to appoint The Huntington National Bank as the escrow agent in this case.

15. The judgment sharing agreement referenced at paragraph 12 of the Cargill Settlement Agreement is very similar to the one among most Defendants in the *Broilers* case. Both agreements removed an amount reflecting the settling Defendant's sales of the product in question (i.e., turkey or broilers) to the DPP Class from any damages award resulting from a verdict and Final Judgment DPPs obtain against any other Defendant who is a signatory to the judgment-sharing agreement. See **Exhibit C** (copy of the Direct Purchaser Plaintiff settlement agreement with Defendant Pilgrim's Pride in *In re Broiler Chicken Antitrust Litigation*, Case No. 1:16-cv-08637, ECF No. 4259-1 (N.D. Ill.)). Thus, any other such Defendant against whom DPPs obtain a verdict and judgment would not be jointly and severally liable for the settling defendant's share of damages.

16. Attached hereto as **Exhibit D** is a true and correct copy of Judge Durkin's order granting preliminary approval of direct purchaser plaintiffs' settlements with defendants Tyson

and Pilgrim's Pride, certifying the settlement class, appointing counsel for the settlement class, and approving the proposed notice plan. *In re Broiler Chicken Antitrust Litigation*, Case No. 1:16-cv-08637, ECF No. 4341 (N.D. Ill. Feb. 25, 2021).

17. Attached hereto as **Exhibit E** is a true and correct copy of Judge Tunheim's order granting approval of the proposed notice plan and claims process for direct purchaser plaintiffs' settlements with defendants JBS and Smithfield. *In re Pork Antitrust Litigation*, Case No. 18-cv-01776, ECF No. 1208 (D. Minn., Mar. 7, 2022).

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 15, 2025, at Minneapolis, Minnesota.

s/ Brian D. Clark

Brian D. Clark

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE TURKEY ANTITRUST LITIGATION,

This Document Relates To:

Direct Purchaser Plaintiff Action

Civil No. 1:19-cv-08318

Hon. Sunil R. Harjani

Hon. Keri L. Holleb Hotaling

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN
DIRECT PURCHASER PLAINTIFFS AND CARGILL**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of January 8, 2025 (“Execution Date”), by and between the Direct Purchaser Plaintiffs (“DPPs”),¹ through Interim Co-Lead Counsel (as hereinafter defined) for the proposed Settlement Class (as hereinafter defined), and Cargill, Incorporated and Cargill Meat Solutions Corporation and all of their predecessors, successors, assigns, and Affiliates (as hereinafter defined) (including without limitation any affiliates who are alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, departments (collectively referred to as “Settling Defendant” or “Cargill”). DPPs, on behalf of themselves and the Settlement Class, and Cargill are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, DPPs on behalf of themselves and as representatives of the putative class of similarly situated persons or entities allege in the Action, among other things, that Cargill participated in a conspiracy — with other Defendants and alleged non-Defendant co-conspirators

¹ As used herein, “DPPs” means Maplevale Farms, Inc., and John Gross and Company, Inc.

in the Action— from at least January 1, 2010 to January 1, 2017 to fix, raise, maintain, and stabilize the price of Turkeys (as hereinafter defined);

WHEREAS, Interim Co-Lead Counsel have been appointed by the Court to represent, on an interim basis, the putative class of direct purchasers of Turkeys (as hereinafter defined);

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Cargill in any way arising out of or relating in any way to the direct purchase of Turkeys (as hereinafter defined) produced, processed or sold by Cargill or any of the Defendants or their alleged co-conspirators;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations, including mediation with a nationally recognized and highly experienced mediator, on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, DPPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of DPPs to enter into this Settlement Agreement with Cargill to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class (as hereinafter defined), and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Settlement Class;

WHEREAS, DPPs and Interim Co-Lead Counsel believe that the Settlement Fund (as hereinafter defined) reflects fair, reasonable and adequate compensation for the Settlement Class (as hereinafter defined) to release, settle and discharge their claims that they were overcharged by the alleged anticompetitive conduct of which Cargill is accused;

WHEREAS, Cargill, notwithstanding its beliefs that the claims that are or could be asserted by DPPs against it are without merit, that it has legitimate defenses to any such claims, and that it would ultimately prevail at trial on such claims, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and thereby put this controversy to rest;

WHEREAS, DPPs, notwithstanding their belief that they would ultimately prevail at trial and establish liability by Cargill, for the conspiracy they have alleged, enter into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation; and

WHEREAS, both Parties wish to preserve all arguments, defenses and responses to all claims in the Action, including any arguments, defenses and responses to any proposed litigation class proposed by DPPs in the event this Settlement does not obtain Final Approval;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the DPPs be settled, compromised, and dismissed on the merits with prejudice as to Cargill subject to Court approval and that Cargill be forever fully discharged and released from any and all claims covered by this Settlement Agreement:

1. General Definitions. The terms below and elsewhere in this Settlement Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement.

- a. “Action” means the putative class action filed by DPPs in the above-captioned proceeding as well as all putative class action and direct action lawsuits which have been consolidated for pretrial purposes before the Hon. Sunil R. Harjani, in the United States District Court for the Northern District

of Illinois under the title *In re Turkey Antitrust Litigation*, along with any others that are pending or which may be filed based on substantially similar allegations.

- b. “Affiliate” means with respect to any person, entity or company, a person, entity, or company that directly or indirectly controls, is controlled by or is under common control with such person, entity or company.
- c. “Cargill Released Parties” means, collectively and individually, Cargill (as defined above) together with any and all of Cargill’s past, current, and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, Affiliates, associates, divisions, joint ventures, predecessors, successors and each of their respective past or present, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, legal or other representatives. Notwithstanding the foregoing, “Cargill Released Parties” does not include any Defendant other than Cargill (as defined above) named by DPPs in the Action, either explicitly or as a third-party beneficiary.
- d. “Complaint” means the DPPs’ Third Amended Class Action Complaint (ECF No. 665).
- e. “Court” means the United States District Court for the Northern District of Illinois and the Honorable Sunil R. Harjani and the Honorable Keri L. Holleb Hotaling or their successors, or any other court in which the Action is proceeding.

- f. “Defendant” means any named defendant in the Action. For the avoidance of doubt, “Defendant” includes any defendants that have been dismissed from the Action.
- g. “Escrow Account” means the escrow account established with the escrow agent to receive and maintain funds contributed by Cargill for the benefit of the Settlement Class.
- h. “Escrow Agreement” means that certain agreement between the escrow agent that holds the Settlement Fund and DPPs (by and through Interim Co-Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the Settlement Class, as set forth in Paragraphs 8 and 9 below.
- i. “Fairness Hearing” means a hearing by the Court to determine whether the Settlement Agreement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.
- j. “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement, including all of its material terms and conditions without modification, and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses Cargill with prejudice from the Action.
- k. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval; and (b) either (1) no appeal or petition to seek permission to appeal the Court’s Final Approval has been made within the time for filing or noticing any appeal

under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the order of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise, or (ii) the date the Final Approval is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

- l. “Interim Co-Lead Counsel” means Lockridge Grindal Nauen PLLP and Hagens Berman Sobol Shapiro LLP as appointed by the Court on an interim basis to represent the putative class of direct purchasers of Turkey.
- m. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- n. “Released Claims” shall have the meaning set forth in Paragraph 16 of this Settlement Agreement.
- o. “Releasing Parties” means, collectively and individually, DPPs, the Settlement Class, and all members of the Settlement Class, including the DPPs, each on behalf of themselves and their respective predecessors, successors, and all of their respective past, present and future (i) direct and indirect parents, subsidiaries, associates and Affiliates, (ii) agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions, and (iii) shareholders, partners, directors, officers, owners of any kind, principals, members, agents,

employees, contractors, insurers, heirs, executors, administrators, devisees, representatives; the assigns of all such persons or entities, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally; and also means, to the full extent of the power of the signatories hereto to release past, present and future claims, persons or entities acting in a private attorney general, qui tam, taxpayer or any other capacity, whether or not any of them participate in the Settlement.

- p. “Settlement” means the settlement of all claims that are or could have been asserted by DPPs and the Settlement Class in the Action according to the terms set forth in the Settlement Agreement.
- q. “Settlement Administrator” means the firm retained to disseminate the Settlement Class Notice and to administer the payment of Settlement Funds to the Settlement Class, subject to approval of the Court.
- r. “Settlement Class” means the class defined in Paragraph 5 below, excluding all persons who file a valid request for exclusion from the Settlement.
- s. “Settlement Class Notice” means any notice sent to the Settlement Class pursuant to Preliminary Approval or otherwise approved by the Court pursuant to Federal Rule of Civil Procedure 23.
- t. “Settlement Class Period” means January 1, 2010, through January 1, 2017.
- u. “Settlement Fund” means \$32,500,000 (thirty-two million, five hundred thousand U.S. dollars) (the “Settlement Sum”), the amount Cargill shall pay or cause to be paid into a non-reversionary settlement fund. The Settlement Fund will be held in an interest-bearing Escrow Account maintained by an

escrow agent on behalf of the Settlement Class, pursuant to Paragraphs 8 and 9 below, and shall include any interest accruing with in the interest-bearing Escrow Account. The Settlement Fund will be used to pay all valid settlement claims submitted by Settlement Class members, as well as all settlement notice and administration costs, and all attorneys' fees and any service awards approved by the court. For the avoidance of doubt, the Settlement Sum is the maximum amount that Cargill will be obligated to pay in consideration of the Settlement, and under no circumstances will Cargill be obligated to provide any additional monetary consideration in connection with the Settlement. The Settlement Sum may be reduced under the conditions set forth in Paragraph 11(c), below.

- v. "Turkey" means turkey meat, which may be sold in a variety of forms, including fresh or frozen, ground or parts, and raw or cooked. Turkey includes, but is not limited to: breasts, wings, drums, legs, thighs, tenderloins, necks, tails, gizzards, feet, trim, tenders, mechanically separated turkey ("MST"), ground turkey, and further processed and value added turkey products. Turkey also includes, but is not limited to, products containing turkey meat such as lunch meat, deli meat, sausage, franks, bacon, and corn dogs.
- w. The term "days," when used in this Settlement Agreement to specify a deadline or time period by which some event will occur, shall mean the number of calendar days stated, excluding the day that triggers the period, except that if the last day is a Saturday, Sunday, or legal holiday, the period

shall continue to run until the next day that is not a Saturday, Sunday, or legal holiday.

2. The Parties' Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court's Preliminary Approval and Final Approval of the Settlement Agreement.

3. Litigation Standstill.

- a. DPPs shall cease all litigation activities against Cargill except to the extent expressly authorized in the Settlement Agreement. Cargill and its counsel shall cease all litigation activities against DPPs except to the extent expressly authorized in the Settlement Agreement or as it pertains to any cooperation terms arising under Paragraph 10 hereof. None of the foregoing provisions shall be construed to prohibit DPPs from (1) seeking appropriate discovery from non-settling Defendants or alleged co-conspirators or any other person other than Cargill and (2) seeking to prove the conspiracy alleged in this Action. Once the Parties have executed the Settlement Agreement, Cargill shall cease all litigation activities against the putative DPP class, except to the extent any putative class member has filed or files a direct action complaint in the Action ("Direct Action Plaintiff").² No Mayer Brown attorney who has represented Cargill in this Action may

² For the avoidance of doubt, "Direct Action Plaintiffs" includes all plaintiffs who have filed or may file direct action lawsuits based on factual allegations that are substantially similar to those asserted in the Action, including but not limited to the presently pending actions *Winn-Dixie Stores, Inc., et al. v. Agri Stats, Inc., et al.*, No. 1:21-cv-04131 (N.D. Ill.), *Amory Investments LLC v. Agri Stats, Inc., et al.*, No. 1:21-cv-06600 (N.D. Ill.), *Aramark Food and Support Servs. Grp., Inc. v. Agri Stats, Inc., et al.*, No. 1:23-cv-4404 (N.D. Ill.), and *Carina Ventures LLC v. Agri Stats, Inc., et al.*, No. No. 1:23-cv-16948 (N.D. Ill.).

directly assist the Mayer Brown attorneys representing Foster Farms in its defense of claims asserted against it in the putative DPP class action for so long as Mayer Brown represents Cargill in the Action.

- b. This litigation standstill precludes Cargill or Cargill's counsel from directly assisting any non-settling Defendant in this Action in opposing the DPPs' motion for class certification, making oral arguments to the presiding court or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to DPPs or the putative DPP class (but in no event, will Cargill's attorneys be the attorneys arguing on behalf of multiple Defendants on issues that apply to both DPPs and any other plaintiffs), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to the putative DPP class action, providing documents for use in the putative DPP class action that have not otherwise been produced in discovery, or through the provision of documents, affidavits or declarations for use in the putative DPP class action (not requested by DPPs) or by offering witnesses at trial (not requested by the DPPs) in any trial in which DPPs are the only plaintiffs; provided however, that none of the foregoing provisions shall be construed to limit Cargill's ability to fully defend itself against claims asserted by Direct Action Plaintiffs or any other parties other than DPPs in the Action or from coordinating with non-settling Defendants in the joint defense of such claims, including through the retention and disclosure of joint experts as to such claims. Opinions

disclosed by any such experts retained jointly by Cargill and non-settling Defendants will be used affirmatively by Cargill only in the defense of claims asserted by Direct Action Plaintiffs or any other parties other than DPPs in the Action. For the avoidance of doubt, nothing in the foregoing shall limit any Mayer Brown attorney who has represented Cargill in this Action from continuing to represent Cargill against claims asserted by Direct Action Plaintiffs or any other parties other than DPPs in the Action. In the event that Cargill fully settles with all plaintiffs in the Action, Cargill and Cargill's attorneys shall cease any and all litigation activities in this Action (provided, however, that Cargill may reinstate litigation activities should new plaintiffs assert claims in the Action). The Parties' litigation standstill shall cease in the event that the Settlement is terminated for any reason set forth in the Parties' Settlement Agreement.

4. Motion for Preliminary Approval. No later than seven (7) days after the Execution Date, DPPs will move the Court for Preliminary Approval of this Settlement. A reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Interim Co-Lead Counsel to Cargill for its review. To the extent that Cargill objects to any aspect of the motion, it shall communicate such objection to Interim Co-Lead Counsel and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class for settlement purposes.

5. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this Settlement, DPPs shall seek, and Cargill shall take no position with respect to,³ appointment of Interim Co-Lead Counsel as Settlement Class Counsel for purposes of this Settlement and certification in the Action of the following Settlement Class for settlement purposes only:

All persons and entities who directly purchased Turkey from any Defendant or alleged co-conspirator in the United States at any time during the Settlement Class Period. Specifically excluded from the Settlement Class are Defendants and any alleged co-conspirators identified in the Action; the officers, directors or employees of any Defendant or alleged co-conspirator; any entity in which any Defendant or alleged co-conspirator has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant or alleged co-conspirator. Also excluded from the Settlement Class are any federal, state or local governmental entities, any judicial officer presiding over the Action and the members of his/her immediate family and judicial staff, and any juror assigned to the Action.

6. Settlement Class Notices. After Preliminary Approval, and subject to approval by the Court of the means for dissemination:

- a. A reasonable time in advance of submission to the Court for approval, or within a reasonable time in advance of dissemination if Court approval is not required, proposed communications to the Settlement Class regarding the Settlement (including, but not limited to, short-form and long-form notices and advertisements) shall be provided by Interim Co-Lead Counsel to Cargill for its review. To the extent that Cargill has edits or comments to the class notices, Interim Co-Lead Counsel will consider such edits. Each Party reserves all rights in the event that disputes as to form or contents of

³ By agreeing not to object to the proposed Settlement Class and appointment of Interim Co-Lead Counsel as Settlement Class Counsel, Cargill is not waiving any rights, arguments or defenses and Cargill expressly preserves all such rights, arguments and defenses including with respect to any situation where the Settlement Agreement is not approved in all material respects by the Court.

class notices cannot be resolved informally, and for the avoidance of doubt, any litigation or disputed motions practice arising between the Parties concerning such disputes shall not be subject to the litigation standstill obligations set forth in Paragraph 3 hereof.

- b. Individual notice of this Settlement shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Interim Co-Lead Counsel, to potential members of the Settlement Class, in conformance with a notice plan to be approved by the Court.
- c. Neither the Settlement Class, Interim Co-Lead Counsel, nor Cargill shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the Settlement or administering the Settlement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund, subject to any necessary Court approval.
- d. Cargill shall not object to Interim Co-Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$250,000 to pay the costs for notice and for Preliminary Approval, Final Approval, and administration of the claims process for this Settlement Agreement.
- e. Interim Co-Lead Counsel shall use best efforts to send out notice to the Settlement Class within twenty-one (21) days of Preliminary Approval by the Court of the Settlement Agreement. Any costs of notice actually incurred that Interim Co-Lead Counsel are permitted to withdraw from the Settlement Fund up to \$250,000, either pursuant to the Parties' Settlement

Agreement or order of the Court, shall be nonrefundable if, for any reason, the Settlement Agreement is terminated according to its terms or is not finally approved by the Court.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and preliminarily certifies the Settlement Class, then DPPs, through Interim Co-Lead Counsel — in accordance with the schedule set forth in the Court’s Preliminary Approval — shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. A reasonable time in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Interim Co-Lead Counsel to Cargill for its review. To the extent that Cargill objects to any aspect of the motion, it shall communicate such objection to Interim Co-Lead Counsel and the parties shall meet and confer to resolve any such objection. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Federal Rules of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement and its material terms and conditions, without material modification of those terms and conditions;
- b. Determining that the Settlement Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;

- c. Dismissing all complaints asserted by Releasing Parties in the Action with prejudice as to Cargill without further costs or fees;
- d. Discharging and releasing the Cargill Released Parties from all Released Claims;
- e. Enjoining the Releasing Parties from suing any of the Cargill Released Parties for any of the Released Claims;
- f. Filing a declaration prepared by counsel for Cargill confirming that Cargill has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. §1711 *et seq.* (“CAFA”);
- g. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
- h. Determining under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Cargill shall be final and appealable and entered forthwith.

The Parties shall use all best efforts to obtain Final Approval of the Settlement Agreement without modification to any of its material terms and conditions.

8. Escrow Account. The Escrow Account shall be administered by Interim Co-Lead Counsel for the DPPs and Settlement Class under the Court’s continuing supervision and control pursuant to the Escrow Agreement.

9. Settlement Consideration. In consideration for the release of Released Claims, the dismissal of the Action, and the other material terms and conditions herein, within twenty-one (21) days after Preliminary Approval is granted by the Court, Cargill will pay \$32,500,000 (thirty-two million, five hundred thousand U.S. dollars) into the Escrow Account.

10. Cooperation. Cooperation by Cargill is a material term of the Settlement Agreement and shall include the following once the Settlement becomes final:

- a. Notwithstanding anything to the contrary set forth in Paragraph 3, above, once Final Judgment has occurred, Cargill agrees to use reasonable efforts to provide declarations or affidavits relating to whether documents identified in Appendix A of the parties' Evidentiary Stipulation dated December 20, 2024, satisfy the factual predicates for a record of regularly conducted activity within the meaning of F.R.E. 803(6), if reasonably requested by the DPPs in connection with this Action. Additionally, Cargill agrees to use reasonable efforts to provide comparable declarations or affidavits relating to up to 30 additional documents not on the aforementioned Appendix A.
- b. DPPs will identify up to three (3) then-current employees of Cargill who will appear as witnesses at trial if requested by DPPs, assuming they remain employed at the time of trial. This limitation does not apply to former employees of Cargill who could be called at trial or who agree to voluntarily appear at trial.

11. Opt-Out Reduction. DPPs have disclosed expert opinion testimony in the Action, which includes an analysis of certain transactional sales data indicating that Cargill's direct Turkey sales during the Settlement Class Period to the Settlement Class totaled approximately \$7,830,125,134 ("Cargill Sales Data"). By reference to the Cargill Sales Data, the Parties will enter into a separate confidential letter agreement no later than February 18, 2025, that summarizes the dollar value of each Settlement Class member's direct purchases of Turkey from Cargill during

the Settlement Class Period. This letter agreement will be used to calculate the percentage of Cargill's Turkey sales during the Settlement Class Period to Settlement Class members, including Affiliates and assigns thereof, who (1) timely and validly request to be excluded from the Settlement in accordance with the applicable provisions set forth in the Settlement Agreement and order preliminarily approving the Settlement or (2) file a direct action complaint related to this Action before the deadline to request exclusion ("Opt-Out Percentage").

- a. Any Settlement Class member, or Affiliate or assign thereof, who requests to be excluded from the Settlement with respect to an assigned claim must identify the assignor, the assignee, and the total value of direct Turkey purchases during the Settlement Class Period from each Defendant or alleged co-conspirator that is subject to the assignment.
- b. Within seven (7) days after the deadline to request exclusion from the Settlement, the Settlement Administrator will provide to counsel for the Parties a list of Settlement Class members, including Affiliates or assigns thereof, who timely and validly requested exclusion, along with the information described in Paragraph 11(a), above. The Parties will then meet and confer to determine the Opt-Out Percentage. If the Parties are unable to agree in writing on the Opt-Out Percentage at least fourteen (14) days before the deadline for DPPs to move for Final Approval of the Settlement, the matter will be submitted for confidential mediation by a mediator jointly selected by the Parties. If mediation is unsuccessful, the Opt-Out Percentage shall be determined by way of final, binding, non-appealable decision by an

arbitrator jointly selected by the Parties, who will choose between final proposals made by each of the Parties.

- c. If the Opt-Out Percentage exceeds a certain number (“Opt-Out Reduction Threshold”) provided for in a separate confidential letter agreement among the Parties, available to the Court under seal upon request (“Confidential Letter Agreement”), then the Settlement Sum shall be reduced by a percentage amount that is equal to the Opt-Out Percentage less the Opt-Out Reduction Threshold. However, DPPs will take from the Settlement Fund the amount reduced from the Settlement Sum in accordance with this Paragraph 11(c) and do the following: (1) refund 75% of the amount to Cargill and (2) deposit 25% of the amount into an Opt-Out Fee and Expense Account, to be paid to DPPs’ counsel, upon application and approval by the Court. In the event that the Court does not approve any DPP counsel’s payment request, any funds in the Opt-Out Fee and Expense Account shall be returned to the Settlement Fund. By way of example, if the Opt-Out Percentage exceeds the Opt-Out Reduction Threshold by 2%, then the Settlement Sum will be reduced by \$650,000 (2% of the original Settlement Sum (the difference between the Opt-Out Reduction Threshold and the Opt-Out Percentage)), \$487,500 (75% of the amount by which the Settlement Sum has been reduced) will be refunded to Cargill, and \$162,500 (25% of the amount by which the Settlement Sum has been reduced) will be deposited into the Opt-Out Fee and Expense Account.

12. Additional Reduction Term. DPPs have been provided with a copy of the agreement entered into by certain Defendants dated March 28, 2024 (hereinafter referred to as “Defendants’ Agreement”). The defined terms in Defendants’ Agreement shall have the same meaning when used in this Paragraph 12. DPPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs shall reduce the dollar amount collectible from the Parties to the Defendants’ Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Cargill, calculated pursuant to Section 4 and Exhibits A and B of Defendants’ Agreement (as illustrated by the Appendix to Defendants’ Agreement) as if Cargill had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. DPPs agree that this undertaking is also for the benefit of any Defendant that is a Party to the Defendants’ Agreement and that this undertaking may be enforced by any or all of such Defendants as third party beneficiaries thereof. Any ambiguity in this Paragraph 12 or inconsistency between this Settlement Agreement and the Defendants’ Agreement shall be resolved in favor of the Defendants’ Agreement, including without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs further represent and warrant that they have not reached any agreement to provide any portion of the settlement proceeds provided hereunder to any person or entity that is not explicitly identified as a releasor in this Settlement Agreement, except for the proceeds received by DPPs’ attorneys for payment of attorneys’ fees.

13. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Interim Co-Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of

this Paragraph 13, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Interim Co-Lead Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.4688-1. Interim Co-Lead Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Cargill shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

14. Distribution of Settlement Fund to Settlement Class. Members of the Settlement Class shall be entitled to look solely to the Settlement Fund for settlement and satisfaction of the Settlement Agreement or in connection with any of the Released Claims against the Cargill Released Parties and shall not be entitled to any other payment or relief from the Cargill Released Parties. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. DPPs, members of the Settlement Class, and their counsel will be reimbursed solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice of the Settlement Agreement to potential members of the Settlement Class. Cargill and the other Cargill Released Parties shall not be liable for any costs, fees, or expenses of any of DPPs' and Interim Co-Lead

Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

15. Fee Awards, Costs and Expenses, and Service Awards to DPPs. Subject to Interim Co-Lead Counsel's sole discretion as to timing, Interim Co-Lead Counsel will apply for a fee award, plus expenses and costs incurred, and service awards to the DPPs to be paid from the Settlement Fund. Cargill shall not oppose such a motion. Cargill shall have no responsibility, financial obligation, or liability for any such fees, costs, expenses, or awards, which shall be paid exclusively from the Settlement Sum.

16. Settlement Release. Upon Final Judgment, the Releasing Parties shall be deemed to have fully, finally and forever completely compromised, settled, released, acquitted, resolved, relinquished, waived, and discharged the Cargill Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Settlement Class has objected to the Settlement or makes a claim upon or participates in the Settlement, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, causes of action, injuries, losses, or damages arising from or in connection with any act or omission through date of the order granting Preliminary Approval of this Settlement Agreement relating to or referred to in the Action or arising from the factual predicate of the Action (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than the Cargill Released Parties nor (ii) any claims wholly unrelated to the allegations in the Action that are based on breach of contract, any negligence,

personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, or securities claim. This reservation of claims set forth in (i) and (ii) of this Paragraph does not impair or diminish the right of the Cargill Released Parties to assert any and all defenses to such claims, and the Parties agree that all such arguments and defenses are preserved.

17. Further Release. In addition to the provisions of Paragraph 16, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including without limitation 20-7-11 of the South Dakota Codified Laws (providing “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”). Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 16, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties

have agreed to release pursuant to Paragraph 16 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual and not a mere recital.

18. Covenant Not to Sue. DPPs and each Settlement Class Member covenant not to sue any of the Cargill Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of the Released Claims, including, without limitation, seeking to recover damages relating to any of the Released Claims. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

19. Public Comment. The Parties agree not to publicly comment on the Settlement other than through court filings. In addition, unless the Parties specifically agree otherwise, if any Party or attorney is contacted by a member of the press or other person seeking a public comment on the Settlement, the Party or attorney may only refer the inquiring party to publicly available filings in the Action and/or the settlement website if one has been established.

20. This Settlement Agreement shall not be construed as an admission of liability, or used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

21. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein when executed.

22. Termination Rights. The Settlement is conditioned upon Preliminary and Final Approval of the Parties' Settlement Agreement, and all terms and conditions thereof, without material changes, material amendments, or material modifications (except to the extent such changes, amendments, or modifications are agreed to in writing by the Parties). Either Party may

elect to terminate the Settlement upon written notice to the other Party if the Court refuses to grant Preliminary or Final Approval of the Settlement Agreement, the order(s) granting Preliminary or Final Approval of the Settlement Agreement are substantially modified or reversed, or the Court refuses to enter a Final Judgment in any material respect. In addition, if the Opt-Out Percentage exceeds the Opt-Out Termination Threshold (a number provided for in the Parties' Confidential Letter Agreement, available to the Court under seal upon request) then Cargill may, in its sole discretion, elect to terminate the Settlement. In the event that the Settlement is terminated by either Party, the Settlement Agreement shall become null and void, any Preliminary Approval entered by the Court and all of its provisions shall be vacated by its own terms, any certification of a Settlement Class for settlement purposes will be vacated, and the Parties will be restored to their respective positions as if no Settlement had occurred. No term of the Settlement Agreement or any draft thereof, or any aspect of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in any proceeding.

23. Effect of Disapproval. If the Court does not certify the Settlement Class as defined in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided for in Paragraph 7 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(k) of this Settlement Agreement, then this Settlement Agreement may be rescinded, cancelled, or terminated by Cargill or DPPs on behalf of the Settlement Class. If rescinded, cancelled, or terminated, this Settlement Agreement shall become null and void, and, with the exception of any Settlement Funds used for notice purposes that are nonrefundable pursuant to Paragraph 6(e), in

the event the Settlement is not preliminarily or finally approved by the Court, all other funds in the Escrow Account shall be returned to Cargill and the Parties' positions shall be returned to the status quo ante. In no way shall DPPs have the right to rescind, cancel or terminate this Settlement Agreement if the Court fails or refuses to grant any requested attorney's fees, any costs, or any awards to DPPs.

24. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement or the Confidential Letter Agreement shall be governed by Illinois law without regard to conflicts of law provisions, and any and all disputes regarding this Settlement Agreement or the Confidential Letter Agreement will be mediated in good faith before a mutually agreed-upon mediator before any suit, action, proceeding or dispute may be filed in the Court pursuant to Paragraph 25 below.

25. Consent to Jurisdiction. The Parties and any Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the Confidential Letter Agreement, or the applicability of this Settlement Agreement or the Confidential Letter Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraphs 16-18, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraphs 16-18 are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Settlement Agreement. In the event that the provisions of Paragraphs 16-18 are asserted by any Cargill Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Cargill Released Party shall be entitled to a stay of that

suit, action, or proceeding until the mediation required by Paragraph 24 is complete and, if the matter is not resolved by mediation, the Court has entered a Final Judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties and any Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Settlement Agreement and the Confidential Letter Agreement.

26. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for Preliminary Approval, Cargill, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Interim Co-Lead Counsel that such notices have been served.

27. Costs Relating to Administration. The Cargill Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Fund.

28. Binding Effect. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class Members, the Releasing Parties, and the Cargill Released Parties. Without limiting the generality of the foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant and agreement herein by the DPPs shall be binding upon all members and potential

members of the Settlement Class and Releasing Parties who have not validly excluded themselves from the Settlement Class.

29. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Cargill Released Party, and upon entry of Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Cargill Released Party.

30. Counsel's Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.

31. It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any other purpose with respect to implementing or enforcing this Settlement Agreement.

32. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b) or (c) shall be addressed:

If directed to DPPs, the Settlement Class, or any member of the Settlement Class, to:

Brian D. Clark
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
bdclark@locklaw.com

Shana E. Scarlett
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
shanas@hbsslw.com

If directed to the Cargill, to:

Britt M. Miller
Matthew D. Provance
MAYER BROWN LLP
71 South Wacker Drive
Chicago, IL 60606
bmiller@mayerbrown.com
mprovance@mayerbrown.com

and

Kate Hibbard
Managing Associate General Counsel, Law
Cargill, Incorporated
15407 McGinty Road West
Wayzata, MN 55391
kate_hibbard@cargill.com

or such other address as the Parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this Paragraph. The Parties shall also provide courtesy copies of all notices by electronic mail.

33. No Admission. Whether or not Preliminary Approval is granted, Final Judgment is entered, or this Settlement Agreement is terminated, the Parties expressly agree that this Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission of liability or wrongdoing by any Party or Cargill Released Party.

34. No Unstated Third-Party Beneficiaries. Except as expressly stated in this Settlement Agreement, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Cargill Released Party, DPP, member of the Settlement Class, or Interim Co-Lead Counsel.

35. No Party is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case

law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

36. Amendment and Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement. This Settlement Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Settlement Agreement. Any breach of this Settlement Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Settlement Agreement by means injunction, without the requirement of posting a bond or other security.

37. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or Electronic Mail signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

38. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties. The Parties agree that this Settlement Agreement may

be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties.

39. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel and the participation of a neutral mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress.

40. Confidentiality. The Parties agree to keep the terms of the Settlement Agreement confidential until such time as DPPs seek Preliminary Approval of the Settlement in the Action (except to the extent Cargill is required by the terms of Defendants' Agreement to share the terms of the Settlement with non-settling Defendants on a confidential basis). The Parties further agree to continue to maintain the confidentiality of all settlement discussions communications exchanged in the course of reaching and entering into this Settlement.

41. Irrespective of any term in this Settlement Agreement, it is expressly agreed that nothing in this Settlement Agreement prohibits DPPs and DPP counsel in ongoing litigation of the Action from establishing a conspiracy under the Sherman Act, including discovering and introducing evidence of Settling Defendant as a co-conspirator in the Action for purposes of prosecuting DPPs' claims against non-settling Defendants or from effecting the cooperation provisions herein.

42. Irrespective of any term in this Settlement Agreement, the Parties agree that (1) DPPs and DPP counsel will not share any material obtained through the cooperation terms set forth in Paragraph 10 of this Settlement Agreement with any other plaintiff or plaintiff group in related actions (unless authorized by Cargill) but (2) nothing in this Settlement Agreement otherwise

prevents DPPs from continuing to jointly prosecute this case and utilizing any work product developed in this matter.

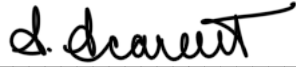
IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the Execution Date.



Dated: January 8, 2025

Brian D. Clark (*Pro Hac Vice*)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
bdclark@locklaw.com

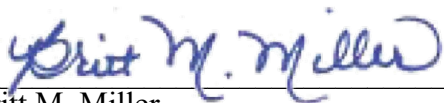
*Interim Co-Lead Counsel for the Direct
Purchaser Plaintiff Class*



Shana E. Scarlett
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 202
Berkeley, California 94710
T: (510) 725-3000
F: (510) 725-3001
shanas@hbsslaw.com

January 8, 2025
Dated: _____

*Interim Co-Lead Counsel for the Direct
Purchaser Plaintiff Class*



Dated: January 8, 2025

Britt M. Miller
Matthew D. Provance
MAYER BROWN LLP
71 South Wacker Drive
Chicago, IL 60606
T: (312) 782-0600
bmiller@mayerbrown.com
mprovance@mayerbrown.com

X. Kevin Zhao
Davida S. McGhee
GREENE ESPEL PLLP
222 South Ninth Street, Suite 2200
Minneapolis, MN 55402
T: (612) 373-8346
kzhao@greeneespel.com
dwilliams@greeneespel.com

*Counsel for Cargill, Incorporated and Cargill
Meat Solutions Corporation*

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

*IN RE BROILER CHICKEN ANTITRUST
LITIGATION*

Case No. 1:16-cv-08637

Hon. Thomas M. Durkin

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF
ACTION

**CORRECTED [PROPOSED] ORDER GRANTING DIRECT PURCHASER
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENTS
WITH DEFENDANTS PECO FOODS, INC., GEORGE'S, INC., GEORGE'S FARMS,
INC., AND AMICK FARMS, LLC**

This order corrects and replaces the order granting preliminary approval entered by the Court on December 20, 2019 (Dkt. No. 3359). This Court has held a hearing on Direct Purchaser Plaintiffs' Motion for Preliminary Approval of the Settlements With Defendants Peco Foods, Inc. ("Peco"), George's, Inc. and George's Farms, Inc. ("George's"), and Amick Farms, LLC ("Amick") ("Motion"). Direct Purchaser Plaintiffs ("Plaintiffs") have entered into Settlement Agreements with Defendants Peco, George's, and Amick (collectively "Settlement Defendants"). The Court, having reviewed the Motion, its accompanying memorandum and the exhibits thereto, the Settlement Agreements, and the file, hereby **ORDERS AND ADJUDGES:**

Preliminary Approval of the Settlements and Certification of Settlement Class

1. This 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 proposed Settlement Agreements, which were arrived at by arm's length negotiations by highly experienced counsel, fall within the range of possible approval and are hereby preliminarily approved, subject to

further consideration at the Court's Fairness Hearing. The Court finds that the Settlements Agreements are preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class, raise no obvious reasons to doubt their fairness, and raise a reasonable basis for presuming that the Settlements and their terms satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that notice of the Settlements should be given to the Settlement Class.

2. This Court certifies a Settlement Class defined as:

All persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. 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 Court appoints the law firms of Lockridge Grindal Nauen P.L.L.P., and Pearson, Simon & Warshaw, LLP as co-lead counsel for the Settlement Class.

Approval of the Notice Plan

4. The Court hereby directs notice to be distributed to the Settlement Class Members pursuant to Federal Rule of Civil Procedure ("Rule") 23(c)(2).

5. The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach Settlement Class Members who could not be individually identified.

6. The attached proposed notice documents: Long Form Notice (Exhibit A), Email Notice (Exhibit B), and Summary Publication Notice (Exhibit C), and their manner of transmission, comply with Rule 23(c)(2)(B) and due process because the notices and forms are reasonably calculated to adequately apprise Settlement 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 Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). Non-substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

Schedule for Class Notice and the Fairness Hearing

7. The Court hereby sets the below schedule for the dissemination of notice to the class, for Settlement Class Members to object to or exclude themselves from the Settlements, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreements 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 Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Settlement Class Members.

<u>DATE</u>	<u>EVENT</u>
1. January 8, 2020	Settlement Administrator to provide direct mail and email notice, and commence the publication notice plan
2. March 9, 2020	Last day for Settlement Class Members to request exclusion from the Settlement Class; for Settlement Class Members to object to the Settlement; and for Settlement Class Members to file notices to appear at the Fairness Hearing
3. March 19, 2020	Class Counsel shall file with the Court a list of all persons and entities who have timely and adequately requested exclusion from the Settlement Class
4 April 3, 2020	Class Counsel shall file motion for final approval of the Settlements and all supporting papers, and Class Counsel and the Settling Defendants may respond to any objections to the proposed Settlements
5. April 17, 2020 at 9:30 a.m.	Final Settlement Fairness Hearing

Other Provisions

8. Terms used in this Order that are defined in the Settlement Agreements are, unless otherwise defined herein, used as defined in the Settlement Agreements.

9. If the Settlement Agreements are terminated or rescinded in accordance with their provisions, or otherwise do not become Final, then the Settlement Agreements and all proceedings in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided otherwise in the Settlement Agreements, and without prejudice to the *status quo ante* rights of Plaintiffs, the Settling Defendants, and the members of the Class. The parties shall also comply with any terms or provisions of the Settlement Agreements applicable to termination, rescission, or the Settlements otherwise not becoming Final.

10. Neither this Order nor the Settlement Agreements shall be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, or regulation or of any liability or wrongdoing by the Settling Defendants or of the truth of any of Plaintiffs' Claims or

allegations, nor shall it be deemed or construed to be an admission nor evidence of Settling Defendants' defenses.

11. All proceedings in the above-captioned action with respect to Settling Defendants and Plaintiffs are stayed until further order of the Court, except as may be necessary to implement the Settlements or comply with the terms thereof.

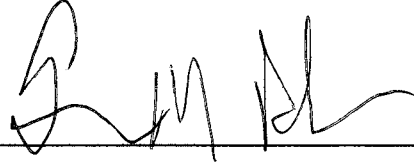
IT IS SO ORDERED.

DATED:

1/8/2020

Nunc Pro Tunc

12/20/2019



HON. THOMAS M. DURKIN

Exhibit A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

If you purchased Broiler chicken directly from a Broiler Chicken Producer in the United States from at least as early as January 1, 2008 through December 20, 2019, class action settlements may affect your rights.

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

- Three settlements (“Settlements”) have been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs (“Plaintiffs”) of Broiler chicken with the following defendants: Peco Foods, Inc. (“Peco”), George’s, Inc. and George’s Farms, Inc. (“George’s”), and Amick Farms, LLC (“Amick”) (collectively “Settling Defendants”).
- These proposed Settlements are with these three Settling Defendants only and do not dismiss claims against other Defendants. Several other defendants remain in the case, and Plaintiffs’ lawsuit will continue against them in the case entitled *In re Broiler Chicken Antitrust Litigation*, N.D. Ill. Case No. 1:16-cv-08637.
- If approved by the Court, the Settlements will resolve Plaintiffs’ claims that the Settling Defendants combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow the Settling Defendants and other Broiler chicken producers to charge supra-competitive prices for Broilers during the Class Period, in violation of federal law. Settling Defendants deny all allegations of wrongdoing and damages in this lawsuit. If approved, the Settlements will avoid litigation costs and risks to Direct Purchaser Plaintiffs and the Settling Defendants, and will release the Settling Defendants from liability to the class of Direct Purchaser Plaintiffs.
- The Settlements require the Settling Defendants to pay up to the following amounts to benefit the Direct Purchaser Plaintiff Class: Peco \$5.15 million, George’s \$4.25 million, and Amick \$3.95 million (collectively \$13.35 million).
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENTS	
OBJECT	Write to the Court about why you don’t like the Settlements. Objections must be postmarked or received by March 9, 2020.
ATTEND THE FAIRNESS HEARING	Request to speak in Court about the fairness of the Settlements by providing notice by March 9, 2020.
DO NOTHING	You will remain part of the Settlements, and you may participate in any monetary distribution to qualified purchasers. The Settlements will resolve your claims against the Settling Defendants and you will give up your rights to sue the Settling Defendants about the legal claims in this case. You will be bound by the judgment as to these Settling Defendants.
ASK TO BE EXCLUDED	This is the only option that allows you ever to be part of any <i>other</i> lawsuit against the Settling Defendants about the legal claims in this case. Requests for Exclusion must be postmarked or received by March 9, 2020.

- **Questions? Read on and visit www.broilerchickenantitrustlitigation.com or call toll-free 1-866-552-1178.**

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Basic Information

1. Why did I receive a notice?

All Defendants including the Settling Defendants produce Broiler chicken. Records from all Defendants show that you may have purchased Broiler chicken products directly from one or more Defendants for use and delivery in the United States between at least as early as January 1, 2008 and December 20, 2019. The list of Defendants is in Section 2 below and in the operative Complaint.

The Court authorized this notice because you have a right to know about the three proposed Settlements of certain claims by Direct Purchaser Plaintiffs against the Settling Defendants in this class action lawsuit and about your options before the Court decides whether to approve these settlements. If the Court approves the Settlements, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlements. This notice explains the lawsuit, the Settlements, and your legal rights.

2. What is this lawsuit about?

This class action, *In re Broiler Chicken Antitrust Litigation*, N.D. Ill. Case No. 1:16-cv-08637, is pending in the United States District Court for the Northern District of Illinois. U.S. District Court Judge Thomas M. Durkin presides over this class action.

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired to fix, raise, maintain, and stabilize the price of Broilers, beginning at least as early as January 1, 2008, and that their principal method for doing this was to coordinate their output and limit production, with the intent and expected result of increasing prices of Broilers in the United States, in violation of federal antitrust laws.

The Defendants and co-conspirators named in Direct Purchaser Plaintiffs' Fourth Consolidated Amended Complaint are producers of Broiler chicken and Broiler chicken products in the United States. The Defendants include: Fieldale Farms Corporation; Koch Foods, Inc.; JCG Foods of Alabama, LLC; JCG Foods of Georgia, LLC; Koch Meat Co., Inc.; Tyson Foods, Inc.; Tyson Chicken, Inc.; Tyson Breeders, Inc.; Tyson Poultry, Inc.; Pilgrim's Pride Corporation; Perdue Farms, Inc.; Perdue Foods LLC; Sanderson Farms, Inc.; Wayne Farms, LLC; Mountaire Farms, Inc.; Mountaire Farms, LLC; Mountaire Farms of Delaware, Inc.; Peco Foods, Inc.; Foster Farms, LLC; House of Raeford Farms, Inc.; Simmons Foods, Inc.; George's, Inc.; George's Farms, Inc.; O.K. Foods, Inc.; O.K. Farms, Inc.; O.K. Industries, Inc.; Claxton Poultry Farms, Inc.; Norman W. Fries, Inc.; Harrison Poultry, Inc.; Mar-Jac Poultry, Inc.; Mar-Jac Poultry MS, LLC; Mar-Jac Poultry AL, LLC; Mar-Jac AL/MS, Inc.; Mar-Jac Poultry, LLC; Mar-Jac Holdings, Amick Farms, LLC, Case Foods, Inc., Case Farms, LLC, Case Farms Processing, Inc., and Agri Stats, Inc.

The Court previously approved a settlement between the Direct Purchaser Plaintiffs and Fieldale Farms Corporation. Direct Purchaser Plaintiffs now have reached three proposed settlements with Peco, George's and Amick. The Direct Purchasers' case is proceeding against all other Defendants who have not settled the case. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

The Settling Defendants vigorously and affirmatively deny all allegations of wrongdoing and damages in this lawsuit, and would allege numerous defenses to the Direct Purchaser Plaintiffs' claims if the case against them were to proceed. Nevertheless, the Settling Defendants agreed to settle this action to avoid the further expense, inconvenience, disruption, and burden of this litigation and any other present or future litigation arising out of the facts that gave rise to this litigation, to avoid the risks inherent in uncertain complex litigation and trial, and thereby to put to rest this controversy.

3. 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 others who have similar claims, all of whom together are a "class." Individual Settlement 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.

4. Why are there settlements in this case?

The Court did not decide in favor either of Direct Purchaser Plaintiffs or the Settling Defendants. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. The Settling Defendants believe they may have won at a trial and that Plaintiffs might recover nothing against them. But trials involve risks to both sides, and therefore Direct Purchaser Plaintiffs and the Settling Defendants have agreed to settle the case. The three Settlements require Peco, George's, and Amick to pay money on behalf of the Direct Purchaser Plaintiff Settlement Class Members. Direct Purchaser Plaintiffs and their attorneys believe the Settlements are in the best interests of all Class Members.

5. What if you received previous communications regarding this Lawsuit?

A previous notice went to the Direct Purchaser Class Members regarding the Fieldale settlement. You are permitted to participate in these Settlements regardless of whether you excluded yourself from the Fieldale settlement.

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a Direct Action Plaintiff in an individual lawsuit against Defendants. These communications were not approved by the Court and—unlike this notice—did not come from Court-appointed Plaintiffs' Class Counsel. You should carefully review this notice and your rights as a Class Member before deciding whether to opt out or stay in the Class. If you have questions about this litigation and your rights as a Class Member, please contact Co-Lead Class Counsel, whose contact information is listed in question 15 below.

Who is in the Settlement Class

6. Am I part of the Settlement Class?

The Court decided that, for settlement purposes, Settlement Class Members are defined as:

All persons (including businesses and companies) who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this notice, or their respective subsidiaries or affiliates, for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019.

If you satisfy these criteria, then you are a Settlement Class Member, subject to the exception listed in Section 7 below.

While the Settlements are only with Peco, George's, and Amick, the Settlement Class includes persons (including businesses and companies) who purchased Broiler chicken from *any* of the Defendants or their co-conspirators. If you are a Settlement Class Member and do not exclude yourself, you will be eligible to participate in these Settlements.

7. Are there exceptions to being included in the Settlement Class?

Yes. Specifically excluded from this Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from this Settlement 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 Settlement Class Member and not eligible to participate in the Settlements.

8. 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 Settlement Agreements, available at www.broilerchickenantitrustlitigation.com. You may also call the Settlement Administrator at 1-866-552-1178 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in question 15 below.

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

The Settlement Benefits

9. What do the Settlements With Peco, George's, and Amick provide?

If the Settlements are approved the Settling Defendants will pay up to the following amounts: Peco will pay \$5.15 million, George's will pay \$4.25 million, and Amick will pay \$3.95 million. Collectively, the Settlements provide up to \$13.35 million to the Settlement Class Members. The Settling Defendants will also cooperate with Direct Purchaser Plaintiff to authenticate documents in the litigation to be used against other Defendants. The Settlement amounts may be reduced based on the portion of class members who exclude themselves from these Settlements. This is explained in Section II.E.10.b of the Settlement Agreements. Plaintiffs will report to the Court on the number of exclusions and final amount recovered by Settlement Class Members in their motion for final approval.

10. What are the Settlement benefits being used for?

A portion of the Settlements' proceeds are being used by the Settlement Administrator to administer the Notice. The remainder of the Settlements' proceeds will remain available for distributions to Settlement Class Members, any future notice costs, and attorneys' fees, litigation expenses, and incentive awards that the Court chooses to award to Plaintiffs. At this time, Plaintiffs and their counsel are not seeking any attorneys' fees, non-administration expenses, or incentive awards from the Settlements' proceeds. However, they may do so in the future, subject to additional notice to you and approval by the Court. Settlement Class Counsel do not intend to distribute any proceeds from the Settlements to qualifying Settlement Class Members at this time, but instead intend to combine any distribution of the Settlements' proceeds with proceeds from future settlements or other recoveries in the litigation. You will be provided further notice of any such future settlements or recoveries. In addition, please consult the case website, www.broilerchickenantitrustlitigation.com, regularly for updates on the case.

11. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself from one or more of the Settlements, you are staying in the Settlement Class, which means that you can't sue, continue to sue, or be part of any other lawsuit against the Settling Defendants that makes claims based on the same legal issues alleged or could have been alleged in *this* case. It also means that all Court orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreements, available at www.broilerchickenantitrustlitigation.com.

You are not releasing your claims against any Defendant other than Peco, George's, and Amick by staying in the Settlement Class.

12. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class, and participate in the Settlements obtained by Direct Purchaser Plaintiffs.

Excluding Yourself from the Settlements

13. How do I exclude myself from the Settlements?

If you do not want the benefits offered by any of the Settlements and you do not want to be legally bound by them, or if you wish to pursue your own separate lawsuit against the Settling Defendants, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class by March 9, 2020. You can choose any of the three Settlements you want to exclude yourself from and do not have to exclude yourself from all of the Settlements.

Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Broiler chicken, and address; (b) a statement that you want to be excluded from the Settlement Class in *In re: Broiler Chicken Antitrust Litigation*, (c) which of the Settlement Agreements you wish to be excluded from; and

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

(d) your signature or your attorneys' signature. You must mail or email your Exclusion Request, postmarked or received by March 9, 2020, to: Broiler Chicken Antitrust Litigation, c/o JND Legal Administration, PO Box 91343, Seattle, WA 98111 or info@broilerchickenantitrustlitigation.com.

14. If I don't exclude myself, can I sue the Settling Defendants for the same thing later?

No. Unless you exclude yourself from one or more of the Settlement Agreements, you give up the right to sue that Settling Defendant for the claims that Settlement resolves. Thus, if you do not exclude yourself from any of the three Settlement Agreements in this Notice, you give up the right to sue Peco, George's and Amick for the same claims that their Settlements resolve. If you have your own pending lawsuit against any of the Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from this Settlement Class to continue your own lawsuit against the Settling Defendants.

By staying in the lawsuit you are not releasing your claims in this case against any Defendant other than the Settling Defendants.

Objecting to the Settlements

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

If you are a Settlement Class Member and have not excluded yourself from the Settlements, you can object to one or more of the Settlements 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 Direct Purchaser Plaintiffs' Settlements with the Settling Defendants in *In re: Broiler Chicken Antitrust Litigation*, state which of the Settlement you are objecting to, and the reasons why you object to the Settlements. Be sure to include your full name, the name of your business that purchased Broiler chicken, 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 the judge. Instead, mail the objection to the Settlement Administrator, Co-Lead Counsel, and Counsel for Settling Defendant at the addresses listed below. Your objection must be postmarked no later than March 9, 2020.

Settlement Administrator:

Broiler Chicken Antitrust Litigation
c/o JND Legal Administration
PO Box 91343
Seattle, WA 98111
(866) 552-1178

**Direct Purchaser Plaintiffs'
Co-Lead Counsel:**

W. Joseph Bruckner
Lockridge Grindal Nauen P.L.L.P.
100 Washington Ave. S., Ste. 2220
Minneapolis, MN 55401
(612) 339-6900

**Direct Purchaser Plaintiffs'
Co-Lead Counsel:**

Bobby Pouya
Pearson, Simon & Warshaw, LLP
15165 Ventura Blvd, Suite 400
Sherman Oaks, CA 91403
(818) 788-8300

Counsel for Defendant Peco:

Boris Bershteyn
Skadden, Arps, Slate, Meagher &
Flom LLP
FourTimes Square
New York, NY 10036
(212) 735-3000

Counsel for Defendant George's:

William L. Greene
Stinson LLP
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402
(612) 335-1568

Counsel for Defendant Amick:

Howard B. Iwrey
Dykema Gossett PLLC
39577 Woodward Ave., Suite 300
Bloomfield Hills, MI 48304
248-203-0700

16. 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 Settlement Class. Excluding yourself is telling the Court that you do not want to be part of

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

the Settlement Class or the lawsuit. If you exclude yourself, you have no standing to object because the case no longer affects you.

The Lawyers Representing You

17. Do I have a lawyer in this case?

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel on behalf of Direct Purchaser Plaintiffs and Settlement Class Members. Their contact information is provided above in question 15. If you wish to remain a Settlement Class Member, you do not need to hire your own lawyer because Co-Lead 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 Settlement Class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against the Settling Defendants.

18. How will the lawyers be paid?

At this time, Co-Lead Counsel are not asking the Court to award any attorneys' fees from the Settlements. In the future, Co-Lead Counsel may ask the Court to award attorneys' fees and reimbursement of reasonable and necessary litigation expenses from the Settlements with the Settling Defendants or any other settlement or other recovery in this litigation. At such time, and prior to any Court approval, Settlement Class Members will be provided with notice of the amount of fees or expenses sought by 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

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

The Court will hold a Fairness Hearing to decide whether to approve the Settlements at 9:30 a.m. on April 17, 2020 at the United States District Court for the Northern District of Illinois, Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois in Courtroom 1441. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Paragraph 21, but you don't have to. 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 the Court will take to decide. The date of the hearing may change without further notice to the Class, so please check the settlement website for updates.

20. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. 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's not necessary.

21. May I speak at the hearing?

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: Broiler Chicken Antitrust Litigation*." Be sure to include your name, including the name of your business that purchased Broiler chicken, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than March 9, 2020, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and Defense Counsel. The address for the Clerk of the Court is: Clerk of the United States District Court, Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois. The addresses for Co-Lead

Counsel and Defense Counsel are provided in Question 15. You cannot ask to speak at the hearing if you exclude yourself from the Settlements.

Getting More Information

22. How do I get more information about the Settlements?

This notice summarizes the proposed Settlements. More details are in the Settlement Agreements. You can find a copy of the Settlement Agreements, other important documents, and information about the current status of the litigation by visiting www.broilerchickenantitrustlitigation.com. You may contact the Settlement Administrator at info@broilerchickenantitrustlitigation.com or toll-free at 1-866-552-1178. You may also contact Co-Lead Counsel at the address, phone number, and email address provided in Question 15.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Exhibit B

From: info@broilerchickenantitrustlitigation.com
To:
Date:
Subject: Legal Notice re: Broiler Chicken Antitrust Litigation

COURT-APPROVED LEGAL NOTICE

If you purchased Broiler chicken directly from a Broiler Chicken Producer in the United States from January 1, 2008 through December 20, 2019, three class action settlements may affect your rights.

*Para una notificación en español, llame gratis al 1-866-552-1178
o visite nuestro website www.broilerchickenantitrustlitigation.com.*

Settlements have been proposed between Direct Purchaser Plaintiffs and the following defendants: Peco Foods, Inc. (“Peco”), George’s, Inc. and George’s Farms, Inc. (“George’s”), and Amick Farms, LLC (“Amick”) (collectively “Settling Defendants”) in a class action antitrust lawsuit about Broiler chickens sold in the United States between January 1, 2008 and December 20, 2019. This Court-ordered notice may affect your rights. Please review and follow the instructions carefully.

The United States District Court for the Northern District of Illinois authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the Settlements.

WHO IS INCLUDED?

For settlement purposes, Class Members are defined as all persons (including businesses and companies) who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates, for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. If you are not sure you are included, you can get more information, including a detailed notice, at www.broilerchickenantitrustlitigation.com or by calling toll-free 1-866-552-1178.

Specifically excluded from the Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the 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.

WHAT IS THIS ABOUT?

The lawsuit claims that Broiler chicken producers including the Settling Defendants combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and allow them to charge supra-competitive prices for Broilers during the Class Period, in violation of federal law. The Settling Defendants vigorously and affirmatively deny they did anything wrong, and deny that they in any way conspired with competitors to restrain trade or suppressed competition to charge supra-competitive prices. The Court did not decide which side was right, but both sides agreed to the Settlement to resolve the case. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against all other Defendants who have not settled with the Direct Purchaser Plaintiffs.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlements require the Settling Defendants to pay up to the following amounts to the Direct Purchaser Plaintiff Class: Peco \$5.15 million, George’s \$4.25 million, and Amick \$3.95 million. Collectively, the Settlements provide up to \$13.35 million to the Class Members. The Settling Defendants will also cooperate with Direct Purchaser Plaintiff Class with regard to the authentication of documents in the litigation against other Defendants. Class Counsel are not seeking to recover attorneys’ fees and do not plan for distribution of settlement proceeds to the Class Members at this time, but may do so at a future date subject to further notice.

WHAT ARE YOUR RIGHTS AND OPTIONS?

You do not need to take any action to remain a Class Member and be bound by the Settlements. As a Class Member, you may be able to participate in any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case who have not yet settled with the Direct Purchaser Plaintiffs. If you don’t want to be legally bound by any of the Settlements, you must exclude yourself by **March 9, 2020**, or you won’t be able to sue or continue to sue the Settling Defendants about the legal claims in this case. You can participate in or exclude yourself from one of more of the Settlements independently. If you exclude yourself from any of the Settlements, you can’t get money from the Settlements. If you stay in the Settlements, you may object to them by **March 9, 2020**. The detailed notice explains how to exclude yourself or object. Details may also be found on the FAQs

page of the settlement website. The Court will hold a hearing in this case (*In re: Broiler Chicken Antitrust Litigation*, Case No. 16-cv-08637) on April 17, 2020 at 9:30 a.m. to consider whether to approve the Settlement. You may ask to speak at the hearing, but you don't have to. The date of the hearing may change without further notice to the Class, so please check the website for updates.

This notice is only a summary. You can find more details about the Settlement at www.broilerchickenantitrustlitigation.com or by calling toll-free 1-866-552-1178. Please do not contact the Court.

Exhibit C

COURT-APPROVED LEGAL NOTICE

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Specifically excluded from the Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the 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.

WHAT IS THIS ABOUT?

The lawsuit claims that Broiler chicken producers including the Settling Defendants combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and allow them to charge supra-competitive prices for Broilers during the Class Period, in violation of federal law. The Settling Defendants vigorously and affirmatively deny they did anything wrong, and deny that they in any way conspired with competitors to restrain trade or suppressed competition to charge supra-competitive prices. The Court did not decide which side was right, but both sides agreed to the Settlement to resolve the case. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against all other Defendants who have not settled with the Direct Purchaser Plaintiffs.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlements require the Settling Defendants to pay up to the following amounts to the Direct Purchaser Plaintiff Class: Peco \$5.15 million, George’s \$4.25 million, and Amick \$3.95 million. Collectively, the Settlements provide up to \$13.35 million to the Class Members. The Settling Defendants will also cooperate with Direct Purchaser Plaintiff Class with regard to the authentication of documents in the litigation against other Defendants. Class Counsel are not seeking to recover attorneys’ fees and do not plan for distribution of settlement proceeds to the Class Members at this time, but may do so at a future date subject to further notice.

WHAT ARE YOUR RIGHTS AND OPTIONS?

You do not need to take any action to remain a Class Member and be bound by the Settlements. As a Class Member, you may be able to participate in any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case who have not yet settled with the Direct Purchaser Plaintiffs. If you don’t want to be legally bound by any of the Settlements, you must exclude yourself by **March 9, 2020**, or you won’t be able to sue or continue to sue the Settling Defendants about the legal claims in this case. You can participate in or exclude yourself from one of more of the Settlements independently. If you exclude yourself from any of the Settlements, you can’t get money from the Settlements. If you stay in the Settlements, you may object to them by **March 9, 2020**. The detailed notice explains how to exclude yourself or object. Details may also be found on the FAQs page of the settlement website. The Court will hold a hearing in this case (*In re: Broiler Chicken Antitrust Litigation*, Case No. 16-cv-08637) on April 17, 2020 at 9:30 a.m. to consider whether to approve the Settlement. You may ask to speak at the hearing, but you don’t have to. The date of the hearing may change without further notice to the Class, so please check the website for updates.

This notice is only a summary. You can find more details about the Settlement at www.broilerchickenantitrustlitigation.com or by calling toll-free 1-866-552-1178. Please do not contact the Court.

EXHIBIT C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

*IN RE BROILER CHICKEN ANTITRUST
LITIGATION*

Case No. 1:16-cv-08637

This Document Relates To:

DIRECT PURCHASER PLAINTIFF
ACTION

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN
DIRECT PURCHASER CLASS PLAINTIFFS AND PILGRIM'S PRIDE**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of the 19th day of January, 2021 (“Execution Date”) by and between the Direct Purchaser Plaintiffs (“DPPs”),¹ through Interim Co-Lead Counsel (as hereinafter defined) for the proposed Settlement Class (as hereinafter defined), and Pilgrim’s Pride Corporation, and all of its predecessors; successors; assigns; affiliates; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments (collectively referred to as “Settling Defendant” or “Pilgrim’s”) in the above-captioned action (the “Action”). DPPs, on behalf of the Settlement Class, and Pilgrim’s are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, DPPs on behalf of themselves and as representatives of the putative class of similarly situated persons or entities allege in the Action, among other things, that Pilgrim’s participated in a conspiracy — with other Defendants in this litigation — from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers.

¹ As used herein, “DPPs” means Maplevale Farms, Inc., John Gross and Company, Inc., Ferraro Foods, Inc., Ferraro Foods of North Carolina, LLC, Joe Christiana Food Distributors, Inc., and Cedar Farms Co., Inc.

WHEREAS, Interim Co-Lead Counsel have been appointed by the Court to represent, on an interim basis, the putative class of direct purchasers of Broilers (as hereinafter defined);

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Pilgrim's in any way arising out of or relating in any way to the direct purchase of Broilers (as hereinafter defined) produced, processed or sold by Pilgrim's or any of the Defendants or their co-conspirators;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations, including mediation with a nationally recognized and highly experienced mediator, on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, DPPs have concluded, after preliminary investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of DPPs to enter into this Settlement Agreement with Pilgrim's to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class (as hereinafter defined), and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Settlement Class;

WHEREAS, Pilgrim's wishes to avoid the costs, expenses, and uncertainties of this complex litigation;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the DPPs be settled and compromised, and dismissed on the merits with prejudice as to Pilgrim's subject to Court approval:

1. General Definitions. The terms below and elsewhere in this Settlement Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement.

- a. “Pilgrim’s Released Parties” means Pilgrim’s and Pilgrim’s’ former, current and future parents, subsidiaries and affiliates, and any of the respective former, current and future, direct or indirect trustees, directors, officers, shareholders, managers, members, attorneys, equity holders, agents, insurers and employees of Pilgrim’s. Notwithstanding the foregoing, “Pilgrim’s Released Parties” does not include any Defendant other than Pilgrim’s named by DPPs in the Action, either explicitly or as a third-party beneficiary.
- b. “Action” means the putative class action filed by DPPs in the above-captioned proceeding.
- c. “Broilers” means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.
- d. “Complaint” means the DPPs’ Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).
- e. “Court” means the United States District Court for the Northern District of Illinois.

- f. “Defendants” means those Defendants named in DPPs’ Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).
- g. “Escrow Account” means the escrow account established with the escrow agent to receive and maintain funds contributed by Pilgrim’s for the benefit of the Settlement Class.
- h. “Escrow Agreement” means that certain agreement between the escrow agent that holds the Settlement Fund and DPPs (by and through Interim Co-Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the Settlement Class, as set forth in Paragraphs 8 and 9 below.
- i. “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses Pilgrim’s with prejudice from the Action.
- j. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) final approval of the Settlement Agreement by the Court (“Final Approval”); and (b) either (1) thirty days have passed from the date of Final Approval with no notice of appeal having been filed with the Court; or (2) Final Approval has been affirmed by a mandate issued by any reviewing court to which any appeal has been taken, and any further petition for review (including certiorari) has been denied, and the time for any further appeal or review of Final Approval has expired.

- k. “Interim Co-Lead Counsel” means Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as appointed by the Court on an interim basis to represent the putative class of direct purchasers of Broilers.
- l. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- m. “Released Claims” shall have the meaning set forth in Paragraph 14 of this Settlement Agreement.
- n. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the DPPs, each on behalf of themselves and their respective predecessors and successors; their current and former, direct and indirect parents, subsidiaries and affiliates; their present and former shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, attorneys, insurers, heirs, executors, administrators, devisees, representatives; the assigns of all such persons or entities, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally; and any of their past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions; and also means, to the full extent of the power of the signatories hereto to release past, present and future claims, persons or entities acting in a private attorney general, qui tam, taxpayer or any other capacity, whether or not

any of them participate in this Settlement Agreement. As used in this Paragraph, “affiliates” means entities controlling, controlled by or under common ownership or control with, in whole or in part, any of the Releasing Parties.

- o. “Settlement Administrator” means the firm retained to disseminate the Settlement Class Notice and to administer the payment of Settlement Funds to the Settlement Class, subject to approval of the Court.
- p. “Settlement Class” means the class defined in Paragraph 5 below.
- q. “Settlement Class Period” means January 1, 2008 until December 20, 2019.
- r. “Settlement Fund” means \$75,000,000 (seventy-five million U.S. dollars), the amount Pilgrim’s shall pay or cause to be paid into an interest-bearing Escrow Account maintained by an escrow agent on behalf of the Settlement Class, pursuant to Paragraphs 8 and 9 below.

2. The Parties’ Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court’s Preliminary Approval and Final Approval of the Settlement Agreement.

3. Litigation Standstill. DPPs through Interim Co-Lead Counsel shall cease all litigation activities against Pilgrim’s related to the pursuit of claims against Pilgrim’s in the Action. None of the foregoing provisions shall be construed to prohibit DPPs from seeking appropriate discovery from non-settling Defendants or Co-Conspirators or any other person other than Settling Defendant.

4. Motion for Preliminary Approval. No later than fourteen (14) days after the Execution Date, DPPs will move the Court for Preliminary Approval of this settlement. A

reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Interim Co-Lead Counsel to Pilgrim's for its review. To the extent that Pilgrim's objects to any aspect of the motion, it shall communicate such objection to Interim Co-Lead Counsel and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class.

5. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this settlement, DPPs shall seek, and Pilgrim's shall take no position with respect to, appointment of Interim Co-Lead Counsel as Settlement Class Counsel for purposes of this settlement and certification in the Action of the following Settlement Class for settlement purposes only:

All persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. Specifically excluded from the Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Settlement 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, and any juror assigned to this action.

6. Settlement Class Notices. After Preliminary Approval, and subject to approval by the Court of the means for dissemination:

- a. Individual notice of this settlement shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Interim Co-Lead Counsel, to potential members of the Settlement Class, in conformance with a notice plan to be approved by the Court.

- b. Neither the Settlement Class, Interim Co-Lead Counsel, nor Pilgrim's shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the settlement or administering the settlement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund, subject to any necessary Court approval.
- c. Pilgrim's shall not object to Interim Co-Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$250,000 to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement Agreement.
- d. Interim Co-Lead Counsel shall use best efforts to send out notice to the Settlement Class within 21 days of Preliminary Approval by the Court of the Settlement Agreement. Any costs of notice that Interim Co-Lead Counsel are permitted to withdraw from the Settlement Fund, either pursuant to the Parties' Settlement Agreement or order of the Court, shall be nonrefundable if, for any reason, the Settlement Agreement is terminated according to its terms or is not finally approved by the Court.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and certifies the Settlement Class, then DPPs, through Interim Co-Lead Counsel — in accordance with the schedule set forth in the Court's Preliminary Approval — shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. Within a reasonable time in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Interim Co-Lead Counsel to Pilgrim's for its

review. To the extent that Pilgrim's objects to any aspect of the motion, it shall communicate such objection to Interim Co-Lead Counsel and the parties shall meet and confer to resolve any such objection. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Federal Rules of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement;
- b. Determining that the Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- c. Dismissing the Action with prejudice as to Pilgrim's in all class action complaints asserted by DPPs;
- d. Discharging and releasing Pilgrim's Released Parties from all Released Claims;
- e. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
- f. Determining under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Pilgrim's shall be final and appealable and entered forthwith.

The Parties shall take all reasonable steps to obtain Final Approval of the Settlement Agreement.

8. Escrow Account. The Escrow Account shall be administered by Interim Co-Lead Counsel for the DPPs and Settlement Class under the Court’s continuing supervision and control pursuant to the Escrow Agreement.

9. Settlement Consideration. In consideration for the release of Released Claims and the dismissal of the Action, within fourteen (14) business days of the Court’s grant of Preliminary Approval, Pilgrim’s shall pay or cause to be paid the Settlement Fund of \$75,000,000 (seventy-five million dollars) into the Escrow Account.

10. Cooperation. Cooperation by Pilgrim’s is a material term of this Settlement Agreement and shall include the following categories of cooperation. All cooperation under this Settlement Agreement is subject to approval (as needed) by the U.S. Department of Justice.

a. To the extent Pilgrim’s were to be afforded leniency or conditional leniency with respect to Broilers pursuant to the U.S. Department of Justice’s corporate leniency program, or any similar program, Pilgrim’s shall cooperate with the DPPs in a manner that is consistent with the provisions of the Antitrust Criminal Penalty Enhancement and Reform Act of 2004 (“ACPERA”).

b. Within twenty-one (21) calendar days after entering into this Settlement Agreement or such other time as the Parties may agree or after any delay requested by the U.S. DOJ, Settling Defendant’s counsel shall meet with DPP for seven (7) hours, and more if agreed by Pilgrim’s and DPPs, at an agreed upon location and provide at that meeting a reasonably detailed description of the principal facts known to Settling Defendant that are relevant to the alleged conduct at issue in the Action, including facts previously provided to the DOJ or any other government investigative authority in response to subpoenas or otherwise relating to bid-rigging or price fixing involving Broilers.

c. Pilgrim's will use its best efforts to produce up to 3 then-current Pilgrim's employees as witnesses live at trial.

d. Pilgrim's shall not oppose or object to the depositions of William Lovette, Clint Rivers, Jayson Penn, Fabio Sandri, Tim Stiller, Roger Austin, Gary Rhodes, and Thomas Lane.

e. To the extent that Pilgrim's responds to discovery, produces documents, or provides proffers or other cooperation to other plaintiffs in the *In re: Broilers Antitrust Litigation* it will serve or otherwise provide DPPs a copy of such materials within 7 days of their production to any other plaintiff.²

f. Pilgrim's agrees to respond to DPPs' questions and otherwise assist DPPs to understand structured data produced by Pilgrim's.

g. Pilgrim's agrees to use reasonable efforts to authenticate documents and/or things produced in the Action where the facts indicate that the documents and/or things at issue are authentic, whether by declarations, affidavits, depositions, hearings and/or trials as may be necessary for the Action.

h. Beyond the information to be produced by Pilgrim's in discovery in the above captioned litigation and in this term sheet, Pilgrim's will consider reasonable requests from Interim Co-Lead Counsel, taking into account the information it has or will produce in discovery, and whether providing the requested information will be burdensome, or will otherwise increase

² This information shall include but is not limited to documents relating to competition in the Broilers industry that Defendant produced to the Department of Justice, Federal Trade Commission, U.S. Department of Agriculture, Commodities Futures Trading Commission, U.S. Securities & Exchange Commission, states' attorneys general, or other government agencies or regulators.

the cost of, or compromise, its defense of the Action against other plaintiffs.

11. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Interim Co-Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 13, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Interim Co-Lead Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.4688-1. Interim Co-Lead Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Pilgrim’s shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

12. Distribution of Settlement Fund to Settlement Class. Members of the Settlement Class shall be entitled to look solely to the Settlement Fund for settlement and satisfaction against the Pilgrim’s Released Parties for the Released Claims, and shall not be entitled to any other payment or relief from the Pilgrim’s Released Parties. Except as provided by order of the Court,

no member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. DPPs, members of the Settlement Class, and their counsel will be reimbursed and indemnified solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice of the Settlement Agreement to potential members of the Settlement Class. Pilgrim's and the other Pilgrim's Released Parties shall not be liable for any costs, fees, or expenses of any of DPPs' and Interim Co-Lead Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

13. Fee Awards, Costs and Expenses, and Incentive Payments to DPPs: Subject to Interim Co-Lead Counsel's sole discretion as to timing, Interim Co-Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the DPPs to be paid from the proceeds of the Settlement Fund. Pilgrim's shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund.

14. Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the Pilgrim's Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Settlement Class has objected to the Settlement Agreement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, that exist as of the date of the order granting Preliminary Approval, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, losses, damages, and the consequences thereof that have been asserted, or could have been asserted, under federal

or state law in any way arising out of or relating in any way to the direct purchase of Broilers produced, processed or sold by Pilgrim's or any of the Defendants or their co-conspirators, and purchased directly by the Releasing Parties (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant or co-conspirator other than the Pilgrim's Released Parties nor (ii) any claims wholly unrelated to the allegations in the Action that are based on breach of contract, any negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, or securities claim. This reservation of claims set forth in (i) and (ii) of this paragraph does not impair or diminish the right of the Pilgrim's Released Parties to assert any and all defenses to such claims. During the period after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, and prior to Final Judgment, all Releasing Parties who have not submitted a valid request to be excluded from the Settlement Class shall be preliminarily enjoined and barred from asserting any Released Claims against the Pilgrim's Released Parties. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against the Pilgrim's Released Parties arising out of or relating to the Released Claims.

15. Further Release. In addition to the provisions of Paragraph 14, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 14, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 14, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

16. Non-Disparagement: The Parties agree they will not disparage the Action or one another, such as by making public statements that this lawsuit was frivolous, and instead will confine their public comments to essentially the following: “The parties have agreed to resolve this matter. Pilgrim’s has not admitted any liability concerning and continues to deny the legal claims alleged in Plaintiffs’ complaint, while Plaintiffs believe they would have prevailed.”

17. This Settlement Agreement shall not be construed as an admission of liability, or used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

18. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein when executed.

19. Settlement Reduction.

a. The parties have agreed in a separate Confidential Letter Agreement that summarizes the dollar value of each customer’s direct purchases of Broilers from the Settling

Defendant during the Settlement Class Period for purposes of this Settlement Agreement. The Parties also identified in their Confidential Letter Agreement each person that is known to have (1) opted out of a prior settlement with another Defendant, or (2) filed a direct action complaint related to this Action (collectively “Current Opt-Out List”). The Parties will add up the total value of all sales by Settling Defendant to all customers on the Current Opt-Out List, divide that value by the total of all sales by Settling Defendant to all of its customers during the Settlement Class Period (the “Current Customer List”), and convert that resulting number to a percentage by multiplying by 100 (“Current Opt-Out Percentage”). The Current Opt-Out Percentage shall include the value of all sales by Settling Defendant to any person on the Current Opt-Out List who has an assignment(s) from any other person, including those not on the Current Opt-Out List.

b. After the deadline for filing timely exclusions from the Settlement Class has passed, Interim Co-Lead Counsel shall provide counsel for Settling Defendant with a list of persons that have timely requested exclusion from the Settlement Class (the “Actual Opt-Out List”). The parties will use the value of purchases from Settling Defendant for those on the Actual Opt-Out List contained in the Current Opt-Out List or, for customers not on the Current Opt-Out List, the Current Customer List. The Parties will add up the total value of all sales by Settling Defendant to all customers on the Actual Opt-Out List (including any assignment(s) from any other persons), divide that value by the total value of all sales by the Settling Defendant contained on the Current Customer List, and convert that resulting number to a percentage by multiplying by 100 (“Actual Opt-Out Percentage”).

c. If the Actual Opt-Out Percentage exceeds 3.0% over the Current Opt-Out Percentage, then the Settlement Amount shall be reduced by 85 cents for each \$1 of sales

excluded from the Settlement Class above the 3.0% threshold. By way of example, if the ultimate agreed upon Current Opt-Out Percentage is 63%, then if the Actual Opt-Out Percentage is 70%, the following formula would be used to reduce the Settlement Amount: $0.85 * ((\text{Opt-Out Sales} / \text{Total Sales}) - 0.66)$ (The foregoing shall be referred to as the “Settlement Reduction”). The Settlement Reduction in this example would be 3.4% of the Settlement Amount and the Settlement Amount would be reduced by \$2,550,000 to \$72,450,000.

20. Effect of Disapproval. If the Court does not certify the Settlement Class as defined in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided for in Paragraph 7 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(h) of this Settlement Agreement, then this Settlement Agreement may be cancelled and terminated by Pilgrim’s or DPPs on behalf of the Settlement Class. If cancelled and terminated, this Settlement Agreement shall become null and void, and, with the exception of any Settlement Funds used for notice purposes pursuant to Paragraph 6(c), in the event the settlement is not preliminarily or finally approved by the Court, all other funds in the Escrow Account shall be returned to Pilgrim’s and the Parties’ position shall be returned to the status quo ante.

21. Choice of Law and Dispute Resolution. Any disputes relating to the Parties’ agreement shall be governed by Illinois law without regard to conflicts of law provisions. Subject to Court approval, the United States District Court for the Northern District of Illinois shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement

Agreement that cannot be resolved by negotiation and agreement by DPPs and Pilgrim's, including mediation with Eric Green of Resolutions LLC.

22. Consent to Jurisdiction. The Parties and any Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraph 14 or 15, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 14 or 15 are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Settlement Agreement. In the event that the provisions of Paragraph 14 or 15 are asserted by any Pilgrim's Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Pilgrim's Released Party shall be entitled to a stay of that suit, action, or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties and any Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Settlement Agreement.

23. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Pilgrim's, at its

sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and shall confirm to DPPs' Interim Co-Lead Counsel that such notices have been served.

24. Costs Relating to Administration. The Pilgrim's Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Funds.

25. Binding Effect. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class Members, the Releasing Parties, and the Pilgrim's Released Parties. Without limiting the generality of the foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant and agreement herein by the DPPs shall be binding upon all members and potential members of the Settlement Class and Releasing Parties who have not validly excluded themselves from the Settlement Class.

26. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Pilgrim's Released Party, and upon entry of Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Pilgrim's Released Party.

27. Counsel's Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.

28. It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any other purpose with respect to implementing or enforcing this Settlement Agreement.

29. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b) or (c) shall be addressed:

If directed to DPPs, the Settlement Class, or any member of the Settlement Class, to:

W. Joseph Bruckner
Brian D. Clark
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401

Clifford H. Pearson
Bobby Pouya
PEARSON, SIMON & WARSHAW, LLP
15165 Ventura Boulevard, Suite 400
Sherman Oaks, CA 91403

If directed to the Pilgrim's, to:

Carrie C. Mahan
Christopher J. Abbott
WEIL GOTSHAL & MANGES LLP
2001 M Street N.W., Ste. 600
Washington, D.C. 20036

or such other address as the Parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this Paragraph.

30. No Admission. Whether or not Final Judgment is entered or this Settlement Agreement is terminated, the Parties expressly agree that this Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it,

are not and shall not be deemed or construed to be an admission of liability by any Party or Pilgrim's Released Party.

31. No Third-Party Beneficiaries. Except as provided in Paragraph 38, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Pilgrim's Released Party, DPP, member of the Settlement Class, or Interim Co-Lead Counsel.

32. No Party is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

33. Amendment and Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement. This Settlement Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Settlement Agreement. Any breach of this Settlement Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Settlement Agreement by means of specific performance or injunction, without the requirement of posting a bond or other security.

34. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or Electronic Mail signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

35. Integrated Agreement. This Settlement Agreement (including all Exhibits) comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties. The Parties agree that this Settlement Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties.

36. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent counsel and the participation of a neutral mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress.

37. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation. However, Pilgrim's and DPPs can inform other parties to this Action that they have reached a settlement agreement, the amount of the settlement, and the cooperation provided for in this Settlement Agreement. Notwithstanding anything in this paragraph:

- a. Except as described below, the confidential side letter described in Paragraph 19 is to be kept confidential and not disclosed to other Parties to this Action, unless

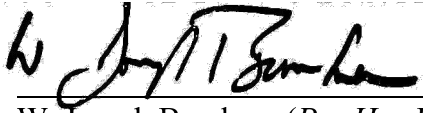
requested by the Court for *in camera* review in connection with approval of the Parties' Settlement Agreement;

- b. Except as described below, neither DPPs nor Interim Co-Lead Counsel shall share any information learned pursuant to Paragraph 10 above with other plaintiffs or plaintiffs' counsel in this Action or others investigating or pursuing claims similar to this Action; and
- c. Notwithstanding anything in this paragraph, the following disclosures are permitted: (1) in order to comply with the obligations set out in Paragraph 23 above, Settling Defendant may share a copy of this Settlement Agreement (and, as necessary, the confidential side letter described in Paragraph 19) with governmental authorities; (2) if necessary to comply with an investigation by any governmental authority investigating claims similar to this Action, either Party may share a copy of this Settlement Agreement (and the confidential side letter described in Paragraph 19) to such governmental authority; and (3) if necessary to permit this Settlement Agreement to be treated as a Qualified Settlement Agreement pursuant to Defendants' Agreement described in Paragraph 38, Settling Defendant may share a copy of this Settlement Agreement (and the confidential side letter described in Paragraph 19) with the parties to Defendants' Agreement.

38. DPPs have been provided with a copy of the agreement entered into by Defendants dated February 25, 2020 (hereinafter referred to as "Defendants' Agreement"). The defined terms in Defendants' Agreement shall have the same meaning when used in this Settlement Agreement. DPPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs shall reduce the dollar amount collectable from the parties to the Defendants' Agreement

pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Pilgrim's, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Pilgrim's had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. DPPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants' Agreement and that this undertaking may be enforced by any or all of such Defendants as third party beneficiaries hereof. Any ambiguity in this Paragraph 38 or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants' Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs further represent and warrant that they have not reached any agreement to provide any portion of the settlement proceeds provided hereunder to any person or entity that is not explicitly identified as a releasor in this Settlement Agreement, except for proceeds received by DPPs' attorneys for payment of attorneys' fees.

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the date first above written.



Dated: January 19, 2021

W. Joseph Bruckner (*Pro Hac Vice*)

Brian D. Clark (*Pro Hac Vice*)

Simeon A. Morbey (*Pro Hac Vice*)

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

100 Washington Avenue South, Suite 2200

Minneapolis, MN 55401

T: (612) 339-6900

F: (612) 339-0981

wjbruckner@locklaw.com

bdclark@locklaw.com

samorbey@locklaw.com



Dated: 1/19/2021

Clifford H. Pearson (*Pro Hac Vice*)
Daniel L. Warshaw (*Pro Hac Vice*)
Thomas J. Nolan (*Pro Hac Vice*)
Bobby Pouya (*Pro Hac Vice*)
Michael H. Pearson (*Pro Hac Vice*)
PEARSON SIMON & WARSHAW, LLP
15165 Ventura Boulevard, Suite 400
Sherman Oaks, CA 91403
T: (818) 788-8300
F: (818) 788-8104
cpearson@pswlaw.com
dwarshaw@pswlaw.com
tnolan@pswlaw.com
bpouya@pswlaw.com
mpearson@pswlaw.com

Bruce L. Simon (*Pro Hac Vice*)
PEARSON, SIMON & WARSHAW, LLP
350 Sansome Street, Suite 680
San Francisco, CA 94104
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pswlaw.com

*Interim Co-Lead Counsel for the Direct
Purchaser Plaintiff Class*

Carrie C. Mahan

Dated: 1/19/2021

Carrie C. Mahan (#459802)
Christopher J. Abbott (#1014487)
WEIL GOTSHAL & MANGES LLP
2001 M Street N.W., Suite 600
Washington, D.C. 20036
Telephone: (202) 682-7000
Facsimile: (202) 857-0940
carrie.mahan@weil.com
christopher.abbott@weil.com

Counsel for Pilgrim's Pride Corporation

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE BROILER CHICKEN ANTITRUST
LITIGATION,

Case No.: 1:16-cv-08637

The Honorable Thomas M. Durkin

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF
ACTION

**ORDER GRANTING DIRECT PURCHASER PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF THE SETTLEMENTS WITH DEFENDANTS
PILGRIM'S PRIDE CORP., TYSON FOODS, INC., TYSON CHICKEN, INC., TYSON
BREEDERS, INC., AND TYSON POULTRY, INC.**

This Court has held a hearing on Direct Purchaser Plaintiffs’ Motion for Preliminary Approval of the Settlements with Defendants Pilgrim’s Pride Corp. (“Pilgrim’s”), and Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (collectively, “Tyson”) (“Motion”). Direct Purchaser Plaintiffs (“Plaintiffs”) have entered into Settlement Agreements with Defendants Pilgrim’s and Tyson (collectively, “Settlings Defendants”). The Court, having reviewed the Motion, its accompanying memorandum and the exhibits thereto, the Settlement Agreements, and the file, hereby **ORDERS AND ADJUDGES:**

Preliminary Approval of the Settlements and Certification of Settlement Class

1. This 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 proposed Settlement Agreements, each of which was arrived at by arm’s length negotiations by highly experienced counsel, falls within the range of possible approval and each one is hereby preliminarily approved, subject to further consideration at the Court’s Fairness Hearing. The Court finds that the Settlement Agreements are preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class, raise no obvious reasons to doubt their fairness, and raise a reasonable basis for presuming that the Settlements and their terms satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that notice of the Settlements should be given to the Settlement Class.

2. This Court certifies a Settlement Class defined as:

All persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. Specifically excluded from the Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Settlement 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, and any juror assigned to this action.

3. The Court appoints the law firms of Lockridge Grindal Nauen P.L.L.P., and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel for the Settlement Class.

Approval of the Notice Plan

4. The Court hereby directs notice to be distributed to the Settlement Class members pursuant to Federal Rule of Civil Procedure (“Rule”) 23(c)(2). JND Legal Administration is hereby appointed as Claims Administrator and ordered to effectuate the notice plan. US Bank is hereby appointed as the Escrow Agent for each Settlement.

5. The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach Settlement Class members who could not be individually identified.

6. The attached proposed notice documents: Long Form Notice (Exhibit “A”), Email Notice (Exhibit “B”), Summary Publication Notice (Exhibit “C”), Claim Form (Exhibit “D”), and Purchase Audit Request Form (Exhibit “E”), and their manner of transmission, comply with Rule 23(c)(2)(B) and due process because the notices and forms are reasonably calculated to adequately apprise Settlement 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 Settlement Class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). Non-

substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

Schedule for Class Notice and the Fairness Hearing

7. The Court hereby sets the below schedule for the dissemination of notice to the class, for Settlement Class members to object to or exclude themselves from the Settlements, timing for Co-Lead Counsel to bring a motion for disbursement, attorneys' fees, costs and incentive awards, if any, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreements 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 Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Settlement Class members.

<u>DATE</u>	<u>EVENT</u>
1. March 16, 2021	Settlement Administrator to provide direct mail and email notice, and commence the publication notice plan.
2. April 16, 2021	Plaintiffs to file their Motion for Attorneys' Fees, Costs, and Service Awards.
3. May 17, 2021	Last day to request exclusion from the Settlement Class; and for Settlement Class members to file claims, challenge calculated purchase amounts, object to the Settlements; and file notices to appear at the Fairness Hearing.
4. June 15, 2021	Class Counsel shall file with the Court a list of all persons and entities who have timely and adequately requested exclusion from the Settlement Class.
5. June 15, 2021	Class Counsel shall file a motion for final approval of the Settlements and all supporting papers, and Class Counsel and the Settling Defendants may respond to any objections to the proposed Settlements.
6. June 29, 2021 at 9:00 a.m.	Final Settlement Fairness Hearing.

Other Provisions

8. Terms used in this Order that are defined in the Settlement Agreements are, unless otherwise defined herein, used as defined in the Settlement Agreements.

9. If either of the Settlement Agreements is not finally approved, then that Settlement Agreement and all proceedings in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided otherwise in that Settlement Agreement, and without prejudice to the *status quo ante* rights of Plaintiffs, the Settling Defendant, and the members of the Class. The parties shall also comply with any terms or provisions of the Settlement Agreements applicable to termination, rescission, or the Settlements otherwise not becoming Final.

IT IS SO ORDERED.

DATED: February 25, 2021



HON. THOMAS M. DURKIN

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**If you purchased Broiler chicken directly from
a Broiler Chicken Producer in the United States from
at least as early as January 1, 2008 through December 20, 2019,
you may be eligible for benefits from some class action settlements.**

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

- Two more settlements have been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs (“Plaintiffs”) of Broiler chicken. The two new settlements are with Defendants Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (collectively, “Tyson”) and Pilgrim’s Pride Corporation (“Pilgrim’s Pride”), collectively “New Settlements” with the “New Settling Defendants.” Previous settlements (the “Previous Settlements”) were filed on behalf of Plaintiffs with Defendants Peco Foods, Inc. (“Peco”), George’s, Inc. and George’s Farms, Inc. (collectively, “George’s”), Amick Farms, LLC (“Amick”), and Fieldale Farms Corporation (“Fieldale Farms”), collectively the “Previous Settling Defendants.” Together, the New Settling Defendants and Previous Settling Defendants are referred to as “Settling Defendants” and the Previous Settlements and the New Settlements are collectively referred to as the “Settlements.”
- The proposed New Settlements are with the New Settling Defendants only and do not dismiss claims against other Defendants. The settlements with the Previous Settling Defendants have been given final approval by the Court. Fourteen other Defendants remain in the case, and Plaintiffs’ lawsuit will continue against them in the case entitled *In re Broiler Chicken Antitrust Litigation*, N.D. Ill. Case No. 1:16-cv-08637.
- If approved by the Court, the New Settlements will resolve Plaintiffs’ claims that the New Settling Defendants conspired in restraint of trade, the purpose and effect of which were to suppress competition and to allow the New Settling Defendants and other Broiler chicken producers to charge supra-competitive prices for Broilers from January 1, 2008 through December 20, 2019 (the “Class Period”), in violation of federal law. New Settling Defendants have not admitted any liability concerning and continue to deny the legal claims alleged in this lawsuit. If approved, the New Settlements will avoid litigation costs and risks to Plaintiffs and the New Settling Defendants, and will release the New Settling Defendants from liability to the Plaintiffs that participate in the Settlement Class.
- The New Settlements require the New Settling Defendants to pay up to the following amounts to benefit the Direct Purchaser Plaintiff Class: Tyson \$80,000,000; and Pilgrim’s Pride \$75,000,000. Together with the amounts paid by the Previous Settling Defendants (Peco \$4,964,600; George’s \$4,097,000; Amick \$3,950,000, Fieldale Farms \$2,250,000), total settlements in the Direct Purchaser Plaintiffs’ case are \$170,261,600 (the “Settlement Proceeds”).
- This notice also informs you how to make a claim to receive money from the New Settlements and Previous Settlements.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

Questions? Read on and visit www.broilerchickenantitrustlitigation.com or call toll-free 1-866-552-1178.

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENTS	
FILE A CLAIM TO RECEIVE MONEY FROM THE SETTLEMENTS	<p>In order to receive money from the New Settlements and Previous Settlements you must submit a Claim Form by May 17, 2021. If you are confirmed to be a Class Member and file a valid Claim Form, you will be eligible to receive a payment from the Settlement Proceeds.</p> <p>Instructions for filing a claim are available in Question 11 of this notice, on the Claim Form, and at the settlement website www.broilerchickenantitrustlitigation.com.</p> <p>By participating as a Settlement Class member, you give up your rights to sue the New Settling Defendants about the claims that the New Settlements resolve.</p>
ASK TO BE EXCLUDED (“OPT OUT”) FROM THE NEW SETTLEMENTS	<p>You must submit a valid request for exclusion in order to remove yourself from the New Settlements with the New Settling Defendants and receive no payment from the New Settlements.</p> <p>You will keep your right to be part of any <i>other</i> lawsuit against the New Settling Defendants about the legal claims that the New Settlements resolve. Requests for exclusion must be postmarked by May 17, 2021.</p> <p>The deadline to request exclusion from the settlements with the Previous Settling Defendants has already passed.</p>
OBJECT TO THE NEW SETTLEMENTS	<p>You may write to the Court about why you don’t like the New Settlements with the New Settling Defendants. Objections must be postmarked by May 17, 2021. The deadline to object to the settlements with the Previous Settling Defendants has already passed.</p>
ATTEND THE FAIRNESS HEARING	<p>You may request to speak in Court about the fairness of the New Settlements by providing notice by May 17, 2021.</p>
DO NOTHING	<p>If you do not file a claim as described above and in Question 11, you will receive no payment from the Settlements with any of the Settling Defendants.</p> <p>If you do nothing regarding the New Settlements, you will give up your rights to sue the New Settling Defendants about the legal claims that the New Settlements resolve.</p>

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Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

BASIC INFORMATION

1. Why did I receive a notice?

All Defendants, including the Settling Defendants, produce Broiler chicken. Records from all Defendants show that you may have purchased Broiler chicken products directly from one or more Defendants and/or alleged Co-Conspirators for use and delivery in the United States between January 1, 2008 and December 20, 2019. The list of Defendants and alleged Co-Conspirators is in Question 2 below and in the operative Complaint.

The Court authorized this notice because you have a right to know about the proposed New Settlements, certain claims by Plaintiffs against the Settling Defendants in this class action lawsuit, and about your options before the Court decides whether to approve the proposed New Settlements. If the Court approves the New Settlements, and after objections and appeals are resolved, you will be bound by the judgment and terms of the New Settlements. This notice explains the lawsuit, the New Settlements, and your legal rights under the New Settlements and Previous Settlements.

2. What is this lawsuit about?

This class action, *In re Broiler Chicken Antitrust Litigation*, N.D. Ill. Case No. 1:16-cv-08637, is pending in the United States District Court for the Northern District of Illinois. U.S. District Court Judge Thomas M. Durkin presides over this class action.

Plaintiffs allege that Defendants and their Co-Conspirators conspired to fix, raise, maintain, and stabilize the price of Broilers, beginning at least as early as January 1, 2008. Plaintiffs allege that Defendants implemented their conspiracy in various ways, including via coordinated supply restrictions, sharing competitively sensitive price and production information, and otherwise manipulating Broiler prices, with the intent and expected result of increasing prices of Broilers in the United States, in violation of federal antitrust laws.

The Defendants and alleged Co-Conspirators named in Plaintiffs' Fifth Consolidated Amended Complaint are producers of Broiler chicken and Broiler chicken products in the United States. The Defendants and alleged Co-Conspirators include: Fieldale Farms Corporation; Koch Foods, Inc.; JCG Foods of Alabama, LLC; JCG Foods of Georgia, LLC; Koch Meat Co., Inc.; Tyson Foods, Inc.; Tyson Chicken, Inc.; Tyson Breeders, Inc.; Tyson Poultry, Inc.; Pilgrim's Pride Corporation; Perdue Farms, Inc.; Perdue Foods LLC; Sanderson Farms, Inc.; Sanderson Farms, Inc. (Foods Division); Sanderson Farms, Inc. (Production Division); Sanderson Farms, Inc. (Processing Division); Wayne Farms, LLC; Mountaire Farms, Inc.; Mountaire Farms, LLC; Mountaire Farms of Delaware, Inc.; Peco Foods, Inc.; Foster Farms, LLC; Foster Poultry Farms; House of Raeford Farms, Inc.; Simmons Foods, Inc.; Simmons Prepared Foods, Inc.; George's, Inc.; George's Farms, Inc.; O.K. Foods, Inc.; O.K. Farms, Inc.; O.K. Industries, Inc.; Claxton Poultry Farms, Inc.; Norman W. Fries, Inc.; Harrison Poultry, Inc.; Mar-Jac Poultry, Inc.; Mar-Jac Poultry MS, LLC; Mar-Jac Poultry AL, LLC; Mar-Jac AL/MS, Inc.; Mar-Jac Poultry, LLC; Mar-Jac Holdings, LLC; Amick Farms, LLC; The Amick Company, Inc.; Amick-OSI Broilers, LLC; Amick-OSI Processing, LLC; Case Foods, Inc.; Case Farms, LLC; Case Farms Processing, Inc.; Agri Stats, Inc.; Keystone Foods, LLC; Keystone Foods Corporation; Equity Group Eufaula Division, LLC; Equity Group Kentucky Division LLC; Equity Group – Georgia Division LLC; Allen Harim USA, Ltd.; Allen Harim Foods, LLC; Allen Harim Farms, LLC; JCG Industries, Inc.; JCG Properties, Inc.; JCG Land Holdings, LLC; JCG Foods LLC; Koch Foods of Cumming LLC; Koch Foods of Gainesville LLC; JCG Farms of Georgia LLC; Koch Foods of Mississippi LLC; Koch Farms of Mississippi LLC; Koch Freezers LLC; Koch Properties of Mississippi LLC; Koch Foods of Alabama LLC; Koch Farms of Alabama LLC; JCG Farms of Alabama LLC; Koch Foods of Ashland LLC; Koch Farms of Ashland LLC; Koch Farms of Gadsden LLC; Koch Foods of Gadsden LLC; Koch Foods of Cincinnati LLC; Koch Foods LLC; Koch Farms LLC; Koch Farms of Chattanooga LLC; Koch Foods of Chattanooga LLC; Koch Foods of Morristown LLC; Koch Farms of Morristown LLC; Tyson Sales & Distribution, Inc.; Perdue Foods, Inc.; Harvestland Holdings, LLC; Perdue Food Products, Inc.; Perdue Farms, LLC; Perdue Farms Incorporated; WFSP Foods, LLC; George's Chicken, LLC; George's Family Farms, LLC; George's Foods, LLC; George's of Missouri, Inc.; George's Processing, Inc.; Peco Farms of Mississippi, LLC; PFS Distribution Company; Merit Provisions, LLC; GC Properties, LLC; Pilgrim's Pride of Nevada, Inc.; PPC Marketing, Ltd.; Pilgrim's Pride Corporation of West Virginia, Inc.; Foster International Trading Company, Inc.; Napoleon Poultry Supply, LLC; O.K. Broiler Farms Limited Partnership; House of Raeford Farms of Louisiana, LLC; Johnson Breeders, Inc.; Columbia Farms of Georgia, Inc.; Raeford Farms of Louisiana, LLC; and Columbia Farms, Inc.

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

The Court previously gave final approval to settlements between the Plaintiffs and Fieldale Farms, Peco, George's and Amick. The Court has now preliminarily approved settlements with Tyson and Pilgrim's Pride. The Direct Purchaser Plaintiffs' case is proceeding against all other Defendants who have not settled the case. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

The New Settling Defendants have not admitted any liability concerning and continue to deny the legal claims alleged in this lawsuit, and would allege numerous defenses to the Plaintiffs' claims if the case against them were to proceed. Nevertheless, the New Settling Defendants agreed to settle this action to avoid the further expense, inconvenience, disruption, and burden of this litigation and any other present or future litigation arising out of the facts that gave rise to this litigation, to avoid the risks inherent in uncertain complex litigation and trial, and thereby to put to rest this controversy.

3. 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 others who have similar claims, all of whom together are a "class." Individual Settlement 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.

4. Why are there settlements in this case?

The Court did not decide in favor either of Plaintiffs or the New Settling Defendants. Plaintiffs believe they may win at trial and possibly obtain a greater recovery. The New Settling Defendants believe they may win at trial and that Plaintiffs might recover nothing against them. But trials involve risks to both sides, and therefore Plaintiffs and the New Settling Defendants have agreed to settle the case. The New Settlements require the New Settling Defendants to pay money for the benefit of the Settlement Class members. Plaintiffs and their attorneys believe the New Settlements are in the best interests of all Settlement Class members.

5. What if you received previous communications regarding this lawsuit?

You already received notice regarding settlements with the Previous Settling Defendants. You are permitted to participate in the New Settlements with the New Settling Defendants regardless of whether you excluded yourself from the settlements with the Previous Settling Defendants. In order to receive money from the New Settlement and Previous Settlements you must submit a Claim Form by May 17, 2021.

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a Direct Action Plaintiff in an individual lawsuit against Defendants. Contrary to what you may have been told in such solicitations, you do not need to opt out of this class action or file an individual lawsuit to protect your rights in this litigation. You also may have received solicitations from persons seeking to purchase your claim or represent you as a Class Member.

None of these communications has been approved by the Court and—unlike this notice—they did not come from Court-appointed Co-Lead Counsel for the Direct Purchaser Plaintiffs. You should carefully review this notice and your rights as a Settlement Class member before deciding whether to opt out or stay in the Class. In addition, you do not need to retain or pay anyone in order to receive the benefits provided to Class Members in this lawsuit. **You need only fill out the enclosed Claim Form to benefit.**

If you have questions about this litigation and your rights as a Settlement Class member, please contact Co-Lead Counsel, whose contact information is listed in Question 17 below.

THE SETTLEMENT CLASS

6. Am I part of the Settlement Class?

The Court decided that, for settlement purposes, Settlement Class members are defined as follows for all settlements except for the Fieldale Farms settlement:

All persons who purchased Broilers directly from any of the Defendants or any Co-Conspirator identified in this action, or their respective subsidiaries or affiliates, for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019.

The class period for the Fieldale Farms settlement is January 1, 2008 through August 18, 2017.

If you satisfy these criteria, then you are a Settlement Class member, subject to the exceptions listed in Question 7 below.

While the New Settlements are only with the New Settling Defendants, the Settlement Class includes persons (including businesses and companies) who purchased Broiler chicken from *any* of the Defendants or their alleged Co-Conspirators. If you are a Settlement Class member and do not exclude yourself, you will be eligible to participate in the New Settlements.

7. Are there exceptions to being included in the Settlement Class?

Yes. Specifically excluded from this Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from this Settlement 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 alleged Co-Conspirator identified in this action.

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

8. 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 Settlement Agreements, available at the settlement website, www.broilerchickenantitrustlitigation.com (the "Settlement Website"). You may also call the Settlement Administrator at 1-866-552-1178 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in Question 17 below.

THE SETTLEMENT BENEFITS

9. What do the Settlements provide?

If the New Settlements are approved, the New Settling Defendants will pay up to the following amounts: Tyson will pay \$80,000,000, and Pilgrim's Pride will pay \$75,000,000. Of the Previous Settling Defendants, Peco has paid \$4,964,600, George's has paid \$4,097,000, Amick has paid \$3,950,000, and Fieldale Farms has paid \$2,250,000. Collectively, all Settlements to date provide up to \$170,261,600 in Settlement Proceeds.

A portion of the Settlement Proceeds has been and will be used by the Settlement Administrator for notice and administration costs. The Settlement Proceeds will also be used to pay attorneys' fees, litigation expenses, and incentive awards that the Court chooses to award. Plaintiffs and Co-Lead Counsel will file a motion by April 16, 2021, in which they will seek amounts not to exceed 33 $\frac{1}{3}$ % of the Settlement Proceeds in attorneys' fees, \$4.5 million in current and ongoing litigation expenses, and \$25,000 in service awards for each of the five Plaintiffs who are serving as Class Representatives. A copy of the motion for distribution of Settlement Proceeds and attorneys' fees, litigation expenses, and service awards will be available on the Settlement Website. The remainder of the Settlement Proceeds will be distributed to Settlement Class members who submit a timely and valid Claim Form and who have not excluded themselves from the Settlements on a pro rata basis pursuant to their Broiler purchases from January 1, 2008 through December 20, 2019.

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

The New Settling Defendants will also cooperate with Plaintiffs including by providing information, making witnesses available at trial, authenticating documents in the litigation to be used against the remaining Defendants. The New Settlement amounts may be reduced based on the portion of Settlement Class members who exclude themselves from these New Settlements. This is explained in Section II.E.10.b of the New Settlement Agreements. Plaintiffs will report to the Court on the number of exclusions and final amount paid by New Settling Defendants in their motion for final approval of the New Settlements.

10. How much will my payment from the Settlements be?

To be eligible to receive a payment from the Settlements (New and Previous), you must complete and submit a timely Claim Form by May 17, 2021. The instructions for submitting a claim are set forth in the attached Claim Form and Question 11 below.

The amount received from the Settlements by a qualified claimant will be based on a number of factors, including the number of Settlement Class members who have validly excluded themselves from one or more of the Settlements and the amount of Broiler purchases by each participating Class Member from January 1, 2008 through December 20, 2019. No matter how many claims are filed, no money will be returned to the Settling Defendants once the Court has granted final approval of the Settlements and certifies the Settlement Class.

Payments from the Settlements will only be made to Class Members if the Court has granted final approval of the Settlements and any objections and appeals are resolved. In accordance with the Settlement Agreements, the combined Settlement Proceeds, minus Court-approved attorneys' fees and litigation expenses, any Class Representative Service Award approved by the Court, and Settlement Administration and notice expenses (the "Net Settlement Fund"), will be distributed to Class Members on a pro rata basis based on the amount of Broiler purchases by each participating Class Member. The distribution plan, as approved by the Court, will determine the amount, if any, that each Class Member will receive. The proposed distribution plan for the Settlements is to make a pro rata distribution to each qualifying Class Member based on the dollar value of approved purchases of Broilers per Settlement Class member during the Settlement Class Period.

HOW YOU GET A PAYMENT

11. How can I file a Claim to get a payment from the Settlements?

To be eligible to receive a payment from any of the Settlements, you must complete and submit a timely Claim Form by May 17, 2021. Submit your Claim Form online at www.broilerchickenantitrustlitigation.com, by May 17, 2021. Or fill out the Claim Form, and mail it to the address below, postmarked no later than May 17, 2021. If you do not submit a valid Claim Form by the deadline, you will not receive a payment from any of the Settlements, but you will be bound by the Court's judgment in these actions.

Your Claim Form is attached and is pre-populated to reflect the amount of your Broiler purchases from each Defendant and Co-Conspirator, based on a review of Defendants' records. You may use your personal Access Code listed on your Claim Form to log in at www.broilerchickenantitrustlitigation.com, where you can submit a claim, check the status of your claim, and review your purchase information electronically. You can accept the purchase amounts that are prepopulated or, if you disagree with those amounts, you can challenge them by completing the Purchase Audit Request form posted on the Settlement Website and providing supporting documentation. All revised Broiler purchaser amounts will be subject to a review process by the Settlement Administrator, Co-Lead Counsel, and ultimately the Court.

You can also request that a Claim Form be sent to you on the Settlement Website or by sending a written request to the Settlement Administrator by mail or by email:

Broiler Chicken Antitrust Litigation
c/o JND Legal Administration
PO Box 91343
Seattle, WA 98111
info@broilerchickenantitrustlitigation.com

If you received multiple Claim Forms, you must submit each one or take other steps to ensure that all of the purchases reflected in the Claim Forms are accounted for in your submission.

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

If you have questions regarding your Claim Form or participating in the Settlements, contact Co-Lead Plaintiffs or the Settlement Administrator using the contact information set forth in Question 17 herein.

12. When will I get my payment from the Settlements?

Payments from the Settlements will not be distributed until the Court grants final approval of the New Settlements and any objections or appeals are resolved. It is uncertain whether and when any appeals will be resolved. Settlement updates will be provided on the Settlement Website at www.broilerchickenantitrustlitigation.com or may be obtained by contacting the Settlement Administrator by phone toll-free at 1-866-552-1178. Please be patient.

13. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself from one or more of the New Settlements with Tyson and Pilgrim's, you are staying in the Settlement Class, which means that you can't sue, continue to sue, the New Settling Defendants about the claims that the New Settlements resolve through February 23, 2021. It also means that all Court orders will apply to you and legally bind you. The Released Claims, which go through February 23, 2021, are detailed in the Settlement Agreements, available at www.broilerchickenantitrustlitigation.com.

You are not releasing your claims against any Defendant other than Tyson and Pilgrim's Pride by staying in the Settlement Class. The deadline to request exclusion from the settlements with the Previous Settling Defendants has already passed.

Please be advised that the class period for the New Settlements is January 1, 2008 through December 20, 2019 and payments for participating Class Members will be distributed on a pro rata basis pursuant to their Broiler purchases from January 1, 2008 through December 20, 2019.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the New Settlements or Previous Settlements. Unless you exclude yourself from the New Settlements, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the New Settling Defendants about the claims that the New Settlements resolve, ever again. The deadline to request exclusion from the settlements with the Previous Settling Defendants has already passed.

EXCLUDING YOURSELF FROM THE NEW SETTLEMENTS

15. How do I exclude myself from the New Settlements?

If you do not want the benefits offered by any of the New Settlements with the New Settling Defendants and you do not want to be legally bound by them, or if you wish to pursue your own separate lawsuit against the New Settling Defendants, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class by May 17, 2021. You should state from which of the New Settlements (i.e., Tyson and/or Pilgrim's Pride) you want to exclude yourself. The deadline to request exclusion from the settlements with the Previous Settling Defendants has already passed.

Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Broiler chicken, and address; (b) a statement that you want to be excluded from the Settlement Class in *In re: Broiler Chicken Antitrust Litigation*; (c) which of the Settlement Agreements (i.e., Tyson and/or Pilgrim's Pride) you wish to be excluded from; and (d) your signature or your attorneys' signature. 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 Settlement Class member, you must include the assignor's name; whether the assignor fully or partially assigned their Broiler chicken claims; the annual value of Broiler chicken purchases assigned, identified by Defendant or Co-Conspirator from whom the purchases

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

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 emailed by May 17, 2021, to: Broiler Chicken Antitrust Litigation, c/o JND Legal Administration, PO Box 91343, Seattle, WA 98111 or info@broilerchickenantitrustlitigation.com.

16. If I don't exclude myself, can I sue the New Settling Defendants for the same thing later?

No. Unless you exclude yourself from one or more of the New Settlements (i.e., Tyson and/or Pilgrim's Pride), you give up the right to sue the New Settling Defendants for the claims that the New Settlements resolve. Thus, if you do not exclude yourself from any of the New Settlements with the New Settling Defendants, you give up the right to sue Tyson and/or Pilgrim's Pride for the same claims that their settlements resolve through February 23, 2021. If you have your own pending lawsuit against either of the New Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from this Settlement Class to continue your own lawsuit against the New Settling Defendants.

By staying in the lawsuit, you are not releasing your claims in this case against any Defendant other than the New Settling Defendants through February 23, 2021. The deadline to request exclusion from the Previous Settlements with the Previous Settling Defendants has already passed.

OBJECTING TO THE NEW SETTLEMENTS

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

If you are a Settlement Class Member and have not excluded yourself from the New Settlements, you can object to either of the New Settlements with the New Settling Defendants 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 New Settlements with the New Settling Defendants in *In re: Broiler Chicken Antitrust Litigation*, state which of the New Settlements (i.e., Tyson and/or Pilgrim's Pride) you are objecting to, and the reasons why you object to the New Settlements. Be sure to include your full name, the name of your business that purchased Broiler chicken, 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 the judge. Instead, mail the objection to the Settlement Administrator, Co-Lead Counsel, and Counsel for each Settling Defendant at the addresses listed below. Your objection must be postmarked no later than May 17, 2021. The deadline to object to the Previous Settlements with the Previous Settling Defendants has already passed.

Settlement Administrator	Plaintiffs' Co-Lead Counsel	Plaintiffs' Co-Lead Counsel
Broiler Chicken Antitrust Litigation c/o JND Legal Administration PO Box 91343 Seattle, WA 98111 (866) 552-1178	W. Joseph Bruckner Brian D. Clark Lockridge Grindal Nauen P.L.L.P. 100 Washington Ave. S., Ste. 2220 Minneapolis, MN 55401 (612) 339-6900	Clifford H. Pearson Bobby Pouya Pearson, Simon & Warshaw, LLP 15165 Ventura Blvd, Suite 400 Sherman Oaks, CA 91403 (818) 788-8300

Counsel for Defendant Tyson	Counsel for Defendant Pilgrim's Pride
Rachel J. Adcox Axinn, Veltrop & Harkrider LLP 950 F Street, N.W. 7th Floor Washington, DC 20004 (202) 912-4700	Carrie C. Mahan Weil, Gotshal & Manges LLP 2001 M Street NW, Suite 600 Washington, DC 20036 (202) 682-7231

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

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

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel on behalf of Plaintiffs and Settlement Class members. Their contact information is provided above in Question 17. If you wish to remain a Settlement Class member, you do not need to hire your own lawyer because Co-Lead Counsel are working on your behalf, but may do so at your own expense if you so choose.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against the Settling Defendants.

20. How will the lawyers be paid?

You will not have to pay any attorneys' fees or costs out-of-pocket. Co-Lead Counsel will file a motion by April 16, 2021, in which they will seek amounts not to exceed 33⅓% of the Settlement Proceeds in attorneys' fees, and \$4.5 million in current and ongoing litigation expenses incurred in the prosecution of this case on behalf of the Settlement Class. A copy of the motion for attorneys' fees and litigation expenses will be available on the Settlement Website and on the Court docket. The Court will determine the amount of the attorneys' fees and litigation expenses that should be paid to Co-Lead Counsel in this case.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing to decide whether to approve the New Settlements at 9:00 a.m. on June 29, 2021. The hearing may be held using telephone, video conference or other means approved by the Court, rather than in person. Notice of the manner in which the hearing will be conducted will be provided by the Court. Do not go to the Court in person unless there is notice that the hearing will be conducted in person. At this hearing, the Court will consider whether the New Settlements are fair, reasonable, and adequate, as well as Plaintiffs' motion for fees, litigation expenses, and service awards for the Class Representatives. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Question 23, but you don't have to. 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 New Settlements. We do not know how long the Court will take to decide. The date of the hearing may change without further notice to the Class, so please check the Settlement Website for updates.

22. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. 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.

23. May I speak at the hearing?

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: Broiler Chicken Antitrust Litigation*." Be sure to include your name, and the name of your business that purchased Broiler chicken, current mailing address, telephone number, and signature. Your Notice of Intention to

Questions? Call the Settlement Administrator toll-free at 1-866-552-1178 or visit www.broilerchickenantitrustlitigation.com.

Appear must be postmarked no later than May 17, 2021, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and Defense Counsel. The address for the Clerk of the Court is: Clerk of the United States District Court, Dirksen Federal Building, 219 South Dearborn Street, Chicago, IL 60604. The addresses for Co-Lead Counsel and Defense Counsel are provided in Question 17. You cannot ask to speak at the hearing if you exclude yourself from the New Settlements.

GETTING MORE INFORMATION

24. How do I get more information about the New Settlements?

This notice summarizes the proposed New Settlements. More details are in the Settlement Agreements. You can find a copy of the Settlement Agreements, other important documents, and information about the current status of the litigation by visiting www.broilerchickenantitrustlitigation.com. You may contact the Settlement Administrator at info@broilerchickenantitrustlitigation.com or toll-free at 1-866-552-1178. You may also contact Co-Lead Counsel at the address, phone number, and email address provided in Question 17.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT B

Email Subject Line: Class Action Notice - Broiler Chicken Antitrust Litigation

YOUR ACCESS CODE: _____

If you purchased Broiler chicken directly from a Broiler Chicken Producer in the United States from at least as early as January 1, 2008 through December 20, 2019, you may be eligible for benefits from some class action settlements

Please Review This Notice Carefully. The Deadline to File a Claim, Request Exclusion, Object or Take Other Action is May 17, 2021

Two more settlements have been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs (“Plaintiffs”) of Broiler chicken. The two new settlements are with Defendants Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (collectively, “Tyson”) and Pilgrim’s Pride Corporation (“Pilgrim’s Pride”), collectively “New Settlements” with the “New Settling Defendants.” Previous settlements (the “Previous Settlements”) were reached by Plaintiffs with Defendants Peco Foods, Inc. (“Peco”), George’s, Inc. and George’s Farms, Inc. (collectively, “George’s”), Amick Farms, LLC (“Amick”), and Fieldale Farms Corporation (“Fieldale Farms”), collectively the “Previous Settling Defendants.” Together the New Settling Defendants and Previous Settling Defendants are referred to as “Settling Defendants” and the Previous Settlements and the New Settlements are collectively referred to as the “Settlements.” The proposed New Settlements are with the New Settling Defendants only and do not dismiss claims against other Defendants.

WHO IS INCLUDED IN THE SETTLEMENTS? For all settlements except the Fieldale Farms settlement, Settlement Class members include: All persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. The class period for the Fieldale Farms settlement is January 1, 2008 through August 18, 2017.

Specifically excluded from the Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Settlement 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, and any juror assigned to this action.

WHAT IS THIS CASE ABOUT? Plaintiffs allege that Defendants and their Co-Conspirators conspired to fix, raise, maintain, and stabilize the price of Broilers, beginning at least as early as January 1, 2008. Plaintiffs allege that Defendants implemented their conspiracy in various ways, including via coordinated supply restrictions, sharing competitively sensitive price and production information, and otherwise manipulating Broiler prices, with the intent and expected result of increasing prices of Broilers in the United States, in violation of federal antitrust laws. The Settling Defendants have not admitted any liability concerning and continue to deny the legal claims alleged. The Court did not decide which side was right, but both sides agreed to the Settlements to resolve the case. The case is still proceeding on behalf of the Direct Purchase Plaintiffs against all *other* Defendants who have not settled with the Plaintiffs.

WHAT DO THE SETTLEMENTS PROVIDE? The New Settlements require the New Settling Defendants to pay up to the following amounts to the Settlement Class: Tyson \$80,000,000; and Pilgrim’s \$75,000,000. Together, with the amounts paid by the Previous Settling Defendants (Peco \$4,964,600; George’s \$4,097,000; Amick \$3,950,000, Fieldale Farms \$2,250,000), total settlements in the Direct Purchaser Plaintiffs’ case are

\$170,261,600 (the “Settlement Proceeds”).

A portion of the Settlement Proceeds has been and will be used by the Settlement Administrator for notice and administration costs. Co-Lead Counsel will file a motion seeking amounts not to exceed 33⅓% of the Settlement Proceeds in attorneys’ fees, \$4.5 million in current and ongoing litigation expenses, and \$25,000 in service awards for each of the five Direct Purchaser Plaintiffs who are serving as Class Representatives. The remainder of the Settlement Proceeds will be distributed on a pro rata basis to Settlement Class members who submit a timely and valid Claim Form and who have not excluded themselves from the Settlements.

HOW DO YOU RECEIVE MONEY FROM THE SETTLEMENTS? In order to receive money from the Settlements you must submit a Claim Form by **May 17, 2021**. Go to **www.broilerchickenantitrustlitigation.com** to file a Claim Form online for payment. Your Claim Form is pre-populated to reflect the amount of your Broiler purchases from each Defendant and Co-Conspirator, based on a review of their records. You can access your pre-populated Claim Form using your personal Access Code listed above. You may have also received a pre-printed Claim Form in the mail. You can also request that a Claim Form be sent to you through the Settlement Website or by sending a written request to the Settlement Administrator by mail or by email: Broiler Chicken Antitrust Litigation, c/o JND Legal Administration, PO Box 91343, Seattle, WA 98111 or info@broilerchickenantitrustlitigation.com.

WHAT ARE MY OTHER OPTIONS? If you do not request exclusion from the class, you will be bound by the New Settlements. If you want to keep your right to sue or continue to sue the New Settling Defendants about the legal claims in this case, you must exclude yourself by **May 17, 2021**. If you stay in the New Settlements, you may object by **May 17, 2021**. Go to **www.broilerchickenantitrustlitigation.com** for details on how to exclude yourself or object. The deadline to request exclusion from or object to the settlements with the Previous Settling Defendants has already passed.

The Court will hold a Final Approval hearing in this case (*In re Broiler Chicken Antitrust Litigation*, Case No. 16-cv-08637) on **June 29, 2021 at 9:00 a.m.** At this hearing, the Court will consider whether the New Settlements are fair, reasonable, and adequate, as well as Plaintiffs’ motion for distribution of the Settlement Proceeds and attorneys’ fees, litigation expenses, and service awards for the Class Representatives. The hearing may be held using telephone, video conference or other means approved by the Court. You or your attorney may ask to speak at the hearing at your own expense, but you don’t have to. The date of the hearing may change, so please check the Settlement Website for updates.

This notice is only a summary. For more information, go to www.broilerchickenantitrustlitigation.com or call toll-free 1-866-552-1178. You should also review the detailed notice that was mailed to you. Please do not contact the Court.

To unsubscribe, please click on the following link: [unsubscribe](#)

EXHIBIT C

COURT-APPROVED LEGAL NOTICE

If you purchased Broiler chicken directly from a Broiler Chicken Producer in the United States from at least as early as January 1, 2008 through December 20, 2019, you may be eligible for benefits from some class action settlements

*Para una notificación en español, llame gratis al 1-866-552-1178
o visite nuestro website www.broilerchickenantitrustlitigation.com.*

Two more settlements have been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs (“Plaintiffs”) of Broiler chicken. The two new settlements are with Defendants Tyson Poultry, Inc. (“Tyson”) and Pilgrim’s Pride Corporation (“Pilgrim’s Pride”), collectively “New Settlements” with the “New Settling Defendants.” Previous settlements (the “Previous Settlements”) were reached by Plaintiffs with Defendants Peco Foods, Inc. (“Peco”), George’s, Inc. and George’s Farms, Inc. (collectively, “George’s”), Amick Farms, LLC (“Amick”), and Fieldale Farms Corporation (“Fieldale Farms”), collectively the “Previous Settling Defendants.” Together the New Settling Defendants and Previous Settling Defendants are referred to as “Settling Defendants” and the Previous Settlements and the New Settlements are collectively referred to as the “Settlements.” The proposed New Settlements are with the New Settling Defendants only and do not dismiss claims against other Defendants. The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel on behalf of Plaintiffs and Class Members.

WHO IS INCLUDED IN THE SETTLEMENTS?

For all settlements except the Fieldale Farms settlement, Class Members include all persons (including businesses and companies) who purchased Broiler chicken directly from any of the Defendants or their Co-Conspirators, or their respective subsidiaries or affiliates, for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. The class period for the Fieldale Farms settlement is January 1, 2008 through August 18, 2017. If you are not sure you are included, go to the Settlement Website, www.broilerchickenantitrustlitigation.com or call toll-free 1-866-552-1178.

Specifically excluded from the Settlement Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the 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.

WHAT IS THIS CASE ABOUT?

The lawsuit claims that the Settling Defendants combined and conspired in restraint of trade, the purpose and effect of which were to suppress competition and allow them and other Broiler chicken producers to charge supra-competitive prices for Broilers during the class period, in violation of federal law. The Settling Defendants have not admitted any liability concerning and continue to deny the legal claims alleged in this lawsuit. The Court did not decide which side was right, but both sides agreed to the Settlements to resolve the case. The case is still proceeding on behalf of the Plaintiffs against all *other* Defendants who have not settled with the Plaintiffs.

WHAT DO THE SETTLEMENTS PROVIDE?

The New Settlements require the New Settling Defendants to pay up to the following amounts to the Direct Purchaser Plaintiff Class: Tyson \$80,000,000; and Pilgrim’s Pride \$75,000,000. Together with the amounts paid by the Previous Settling Defendants (Peco \$4,964,600; George’s \$4,097,000; Amick \$3,950,000, Fieldale Farms \$2,250,000), total settlements in the Direct Purchaser Plaintiffs’ case are \$170,261,600 (the “Settlement Proceeds”).

A portion of the Settlement Proceeds has been and will be used by the Settlement Administrator for notice and administration costs, attorneys’ fees/litigation expenses, and incentive awards. Plaintiffs and Co-Lead Counsel will file a motion seeking amounts not to exceed 33⅓% of the Settlement Proceeds in attorneys’ fees, \$4.5 million in current and ongoing costs, and \$25,000 in service awards for each of the five Plaintiffs who are serving as Class Representatives. The remainder of the Settlement Proceeds will be distributed on a pro rata basis to Class Members who submit a timely and valid Claim Form and who have not excluded themselves from the Settlements.

HOW DO YOU RECEIVE MONEY FROM THE SETTLEMENTS?

In order to receive money from the Settlements you must submit a Claim Form by **May 17, 2021**. Go to www.broilerchickenantitrustlitigation.com to file a Claim Form for payment. You can also request that a Claim Form be sent to you through the Settlement Website or by sending a written request to the Settlement Administrator by mail or by email: Broiler Chicken Antitrust Litigation, c/o JND Legal Administration, PO Box 91343, Seattle, WA 98111 or info@broilerchickenantitrustlitigation.com.

WHAT ARE MY OTHER OPTIONS?

If you do not request exclusion from the class, you will be bound by the New Settlements. If you want to keep your right to sue or continue to sue the New Settling Defendants about the legal claims in this case, you must exclude yourself by **May 17, 2021**. If you stay in the New Settlements, you may object by **May 17, 2021**. Go to www.broilerchickenantitrustlitigation.com for details on how to exclude yourself or object. The deadline to request exclusion from or object to the settlements with the Previous Settling Defendants has already passed. The Court will hold a hearing in this case (*In re: Broiler Chicken Antitrust Litigation*, Case No. 16-cv-08637) on **June 29, 2021 at 9:00 a.m.** At this hearing, the Court will consider whether the New Settlements are fair, reasonable, and adequate, as well as Plaintiffs' motion for fees, costs, and service awards for the Class Representatives. The hearing may be held using telephone, video conference or other means approved by the Court. You or your attorney may ask to speak at the hearing at your own expense, but you don't have to. The date of the hearing may change, so please check the Settlement Website for updates.

This notice is only a summary. For more information, go to www.broilerchickenantitrustlitigation.com or call toll-free 1-866-552-1178. Please do not contact the Court.

EXHIBIT D

Broiler Chicken Antitrust Settlements
c/o JND Legal Administration
PO Box 91343, Seattle WA 98111
www.broilerchickenantitrustlitigation.com

<<NAME>>
<<C/O>>
<<ADDRESS 1>>
<<ADDRESS2>>
<<CITY>>, <<STATE>> <<ZIP>>
<<COUNTRY>>

[BARCODE]

CLAIMANT NUMBER: _____ YOUR ACCESS CODE: _____

DIRECT PURCHASER ANTITRUST CLAIM FORM

Our records indicate you may be a member of the Settlement Class in this action for the settlements with Defendants Tyson, Pilgrim’s Pride, Peco, George’s, Amick and Fieldale Farms (collectively, the “Settlements”). The Settlement Class for all settlements except for the Fieldale Farms settlement is defined as “all persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in the action, or their respective subsidiaries or affiliates, for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019.” The Fieldale Farms settlement class has a class period of January 1, 2008 through August 18, 2017.

You must submit this Claim Form to the mailing address listed at the top of this form or on the settlement website www.broilerchickenantitrustlitigation.com by _____, 2021 in order to participate in any settlement benefits available to class members. You will not be eligible to file a claim and receive settlement proceeds for any Settlement you have opted out of.

You may use your personal Access Code listed at the top of this page to log in at www.broilerchickenantitrustlitigation.com, where you can submit a claim, check the status of your claim, and review your purchase information electronically. If your organization received more than one notice, you only need to file one claim form for each Claimant Number and Access Code listed at the top of this page.

Review your purchase information

The total award amount you receive will be calculated based on the purchase information from the Defendants’ records.

The Defendants’ records indicate that your total purchase amount is \$_____ from January 1, 2008 through December 20, 2019. The details concerning the amount of your qualifying purchases are set forth on pages 2 and 3.



If you agree with the purchase information listed on pages 2 and 3, you simply need to complete the Claimant Information below and affirm and sign the attestation on page 4, and submit it by _____ (postmarked or submitted online).

If you do not agree with the purchase information on page 2 and 3, you may complete the Purchase Audit Request form posted on the settlement website and submit it with your Claim Form.

Broiler Chicken Antitrust Settlements
 c/o JND Legal Administration
 PO Box 91343, Seattle WA 98111
 www.broilerchickenantitrustlitigation.com

[BARCODE]

CLAIMANT NUMBER: _____

YOUR ACCESS CODE: _____

PURCHASE INFORMATION

DEFENDANT/ CO-CONSPIRATOR	2008	2009	2010	2011	2012	2013
Allen Harim						
Amick Farms						
Case Farms						
Claxton Poultry						
Fieldale Farms						
Foster Farms						
George's						
Harrison Poultry						
House of Raeford						
Keystone Foods						
Koch Foods						
Mar-Jac Poultry						
Mountaire						
O.K. Foods						
Peco Foods						
Perdue						
Pilgrim's Pride						
Sanderson Farms						
Simmons Foods						
Tyson						
Wayne Farms, LLC						

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DEFENDANT/ CO-CONSPIRATOR	2014	2015	2016	2017 (1/1 - 8/18)	2017 (8/19 - 12/31)	2018	2019 (1/1 - 12/20)
Allen Harim							
Amick Farms							
Case Farms							
Claxton Poultry							
Fieldale Farms							
Foster Farms							
George's							
Harrison Poultry							
House of Raeford							
Keystone Foods							
Koch Foods							
Mar-Jac Poultry							
Mountaire							
O.K. Foods							
Peco Foods							
Perdue							
Pilgrim's Pride							
Sanderson Farms							
Simmons Foods							
Tyson							
Wayne Farms, LLC							

Total Purchase Amount \$ _____



If you agree with the purchase information listed on pages 2 and 3, you simply need to complete the Claimant Information and affirm and sign the attestation on page 4, and submit it by _____ (postmarked or submitted online).

If you do not agree with the purchase information on page 2 and 3, you may complete the Purchase Audit Request form posted on the settlement website and submit it with your Claim Form.

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CLAIMANT NUMBER: _____

YOUR ACCESS CODE: _____

DIRECT PURCHASER ANTITRUST CLAIM FORM

If you **agree** with the purchase information on pages 2 and 3, please complete the Claimant Information below and submit it by _____ (postmarked or submitted online) to the Settlement Administrator at the address listed above.

If you do **not agree** with the purchase information listed on pages 2 and 3, please complete the Claimant Information below, as well as the **Purchase Audit Request form posted on the settlement website, www.broilerchickenantitrustlitigation.com** and submit them by _____ (postmarked or submitted online) to the Settlement Administrator at the address listed above, along with additional documentation to support your claim (e.g., invoices, purchase information, etc.).

<u>CLAIMANT INFORMATION</u>			
<u>CONTACT NAME:</u>	First	M.I.	Last
<u>COMPANY NAME:</u>	Company Name		
<u>CURRENT MAILING ADDRESS:</u>	Address 1		
	Address 2		
	City		
	State/Province		
	Postal Code	Country	
<u>CONTACT TELEPHONE:</u>	_ _ _ _ - _ _ _ _ _ - _ _ _ _ _		
<u>CONTACT EMAIL ADDRESS:</u>			

By signing below I/we certify that (1) the above and foregoing information is true and correct; (2) I warrant that I am duly authorized and have the legal capacity to sign this Claim Form on behalf of the direct purchaser entity; (3) I/we are not officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; an affiliate, legal representative, heir, or assign of any Defendant, or a federal, state, or local governmental entity; and (4) I/we agree to submit additional information, if requested, in order for the Settlement Administrator to process my/our claim.

Signature: _____ Date: _____

Printed Full Name (First, Middle, and Last): _____

Title: _____

EXHIBIT E

Broiler Chicken Antitrust Settlements
 c/o JND Legal Administration
 PO Box 91343, Seattle WA 98111
 www.broilerchickenantitrustlitigation.com

CLAIMANT NUMBER (printed on your Claim Form): _____

DIRECT PURCHASER ANTITRUST PURCHASE AUDIT REQUEST FORM

Please use this form if you do not agree with the purchase information pre-printed on pages 2 and 3 of your Claim Form and you would like to have that information audited. Please fill out your contact information below and provide annualized purchase information on pages 2 and 3.

You must submit this Purchase Audit Request Form to the mailing address listed at the top of this form or on the settlement website, www.broilerchickenantitrustlitigation.com, along with your Claim Form, by _____, 2021.

<u>CLAIMANT INFORMATION</u>			
<u>CONTACT NAME:</u>	First	M.I.	Last
<u>COMPANY NAME:</u>	Company Name		
<u>CURRENT MAILING ADDRESS:</u>	Address 1		
	Address 2		
	City		
	State/Province		
	Postal Code	Country	
<u>CONTACT TELEPHONE:</u>	_ _ _ _ - _ _ _ _ - _ _ _ _ _		
<u>CONTACT EMAIL ADDRESS:</u>			

If you do not agree with the purchase information provided on pages 2 and 3 of the Claim Form, you must complete the purchase information tables on pages 2 and 3 of this form with all purchase information to which you believe you are entitled. This form must reflect ALL of the purchases from the Defendants and alleged Co-Conspirators that you are claiming during the relevant time periods. You may not seek Settlement Proceeds with respect to any Settlement from which you have opted out.

You must submit this form along with your Claim Form by _____, 2021 (postmarked or submitted online) to the Settlement Administrator at the address listed above, along with additional documentation to support your dispute (e.g., invoices, purchase information, etc.).

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PURCHASE INFORMATION

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O.K. Foods							
Peco Foods							
Perdue							
Pilgrim's Pride							
Sanderson Farms							
Simmons Foods							
Tyson							
Wayne Farms, LLC							

By signing below I/we certify that (1) the above and foregoing information is true and correct; (2) I warrant that I am duly authorized and have the legal capacity to sign this Purchase Audit Request Form on behalf of the direct purchaser entity; (3) I/we are not officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; an affiliate, legal representative, heir, or assign of any Defendant, or a federal, state, or local governmental entity; and (4) I/we agree to submit additional information, if requested, in order for the Settlement Administrator to process my/our claim and audit request.

Signature: _____ Date: _____

Printed Full Name (First, Middle, and Last): _____

Title: _____

QUESTIONS? CALL 1-866-552-1178 TOLL FREE OR VISIT WWW.BROILERCHICKENANTITRUSTLITIGATION.COM

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT COURT OF MINNESOTA

IN RE PORK ANTITRUST LITIGATION

Civil No. 18-1776 (JRT/HB)

This Document Relates To:

**ORDER GRANTING DIRECT
PURCHASER PLAINTIFFS' MOTION
FOR APPROVAL OF NOTICE PLAN
AND CLAIMS PROCESS**

THE DIRECT PURCHASER PLAINTIFF
ACTION

This Court, having reviewed the Motion for Approval of Notice Plan and Claims Process (“Motion”), its accompanying memorandum and the declarations in support thereof, and the file, **HEREBY ORDERS:**

1. This Court previously granted final approval of the settlements between the Direct Purchaser Plaintiffs and Defendants JBS USA Food Company, JBS USA Food Company Holdings, and Swift Pork Company (collectively, “JBS”) and Smithfield Foods, Inc. (“Smithfield”) on July 26, 2021 (ECF No. 838) and January 31, 2022 (ECF No. 1154), respectively.

2. This Court appointed A.B. Data Ltd as the settlement administrator for each of the settlements (ECF Nos. 631 (JBS) and 870 (Smithfield)) and directed notice to be distributed to the Settlement Class members pursuant to Federal Rule of Civil Procedure (“Rule”) 23(c)(2).

3. The proposed notice plan set forth in the Motion and the supporting declarations is substantially similar to the previously-approved plans and complies with Rule 23(c)(2)(B) and due process as the proposed notice plan constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach potential members of the Settlement Class who could not be individually identified.

4. The attached proposed notice documents: Long Form Notice (Exhibit A), Email Notice (Exhibit B), and Summary Publication Notice (Exhibit C), Claim Form (Exhibit D), and Purchase Audit Request Form (Exhibit E), and their manner of transmission, comply with Rule 23(c)(2)(B) and due process. Non-substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

5. The Court hereby sets the below schedule for the dissemination of notice to the class, for Settlement Class members to object, timing for Co-Lead Counsel to bring a motion for Interim Payment of Attorneys' Fees, Current and Ongoing Litigation Expenses, and Service Awards, and for the Court's hearing regarding the same. This Court may order the hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to

Settlement Class members. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the hearing may take place remotely, including via telephone or video conference.

DATE	EVENT
March 1, 2022.	Last day for Defendants to produce supplemental sales data for Pork products that fall within the Settlement Class Definition.
April 15, 2022 (45 days after completion of Defendants' production of Settlement Class purchase data).	Settlement Administrator to provide direct mail and email notice, and commence the publication notice plan.
May 13, 2022 (28 days after the mailing of Notice).	DPPs to file their Motion for Interim Payment of Attorneys' Fees, Current and Ongoing Litigation Expenses, and Service Awards.
June 14, 2022 (60 days after the mailing of Notice).	Last day for Settlement Class members to file claims, object to the Motion for Interim Payment of Attorneys' Fees, Current and Ongoing Litigation Expenses, and Service Awards, and file notices to appear at a hearing.
June 29, 2022 (75 days after the mailing of Notice).	DPPs to update the Court Regarding the Status of the Claims Process and respond to any objections to the Motion for Interim Payment of Attorneys' Fees, Current and Ongoing Litigation Expenses, and Service Awards.
On or after July 14, 2022 (at least 90 days after the mailing of Notice): July 20, 2022 at 10:00 a.m.	Hearing Regarding Status of Claims Process and DPPs' Motion for Interim Payment of Attorneys' Fees, Current and Ongoing Litigation Expenses, and Service Awards.

Dated: March 7, 2022
at Minneapolis, Minnesota

s/John R. Tunheim
JOHN R. TUNHEIM
Chief Judge
United States District Court