

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

OLEAN WHOLESALE GROCERY  
COOPERATIVE, INC., et al.,

Plaintiffs,

v.

AGRI STATS, INC., et al.,

Defendants.

Civil No. 1:19-cv-08318

Hon. Virginia M. Kendall

Hon. Gabriel A. Fuentes

**SUPPLEMENTAL DECLARATION OF ERIC SCHACHTER REGARDING  
UPDATED NOTICE PLAN**

I, Eric Schachter, declare and state as follows:

1. I am a Vice President with A.B. Data, Ltd. (“A.B. Data”). A.B. Data has been selected by Direct Purchaser Plaintiffs as the Settlement Administrator<sup>1</sup> in this case after a competitive bidding process. I am fully familiar with the facts contained herein based upon my personal knowledge, and if called as a witness, could and would testify competently thereto.

2. This Declaration supplements my previous declaration (filed with the Court on May 21, 2021) to describe the updated proposed notice plan and how it will meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and provide due process to the potential members of the Settlement Class.

### **UPDATED NOTICE PLAN**

3. The proposed notice plan includes direct notice by mail and/or email to the members of the Settlement Class. Defendants have now produced contact information for all known, potential members of the Settlement Class who can be identified through reasonable effort, to allow A.B. Data to send direct mail and email notice to members of the Settlement Class. To supplement this direct notice and reach the potential members of the Settlement Class who may not receive direct notice, A.B. Data will implement a print and digital media campaign as updated below.

4. Direct notice will be provided via a Long-Form Notice, attached as **Exhibit A**, that will be mailed to all Settlement Class Members with a known mailing address and posted on a case-specific website that A.B. Data will build and maintain. An Email Notice, attached as **Exhibit B**, will be sent to all Settlement Class Members with a known email address.

5. The Long-Form Notice and Email Notice sent directly to potential members of the Settlement Class will include summary information concerning the Settlement

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<sup>1</sup> Unless otherwise noted, all capitalized terms shall have the same meaning as in the Settlement Agreement between Direct Purchaser Plaintiffs and Tyson.

Agreement, including: that this is a class action; the Settlement Class definition in plain and engaging language (“If you purchased any Turkey product directly from a Turkey producer for use or delivery in the United States from January 1, 2010 through January 1, 2017, a class action settlement may affect your rights.”); that the Action alleges antitrust violations and price-fixing claims; that a member of the Settlement Class may appear through an attorney if the member wants; that members of the Settlement Class can be excluded from the Settlement Class or object to the Settlement if they so choose; the time and manner for requesting exclusion or submitting an objection; and the binding effect of a judgment on the Settlement Class. The Email Notice will also include a hyperlink to the case website on which A.B. Data will post the more detailed Long-Form Notice and additional important documents and information.

6. For the Email Notice, A.B. Data implements certain best practices to increase deliverability and bypass SPAM and junk filters, and we will be able to verify how many emails were successfully delivered. For the mailed Long-Form Notice, A.B. Data will track any mail returned as undeliverable by the United States Postal Service (USPS), and using third-party information providers to which we subscribe, attempt to ascertain an updated address and resend the Long-Form Notice accordingly.

7. To supplement the direct notice efforts, A.B. Data will publish a Publication Notice, attached as **Exhibit C**, one time in *Supermarket News and Nation's Restaurant News*, trade journals targeting supply chain executives and food industry professionals. A.B. Data will also implement a thirty-day digital media banner ad campaign on [www.supermarketnews.com](http://www.supermarketnews.com) and [www.nrn.com](http://www.nrn.com). A sample banner ad is attached as **Exhibit D**.

8. Publication in the above-mentioned periodicals combined, with digital media campaigns, is estimated to reach an equivalent audience as the publication and digital media campaign proposed in the previous declaration dated May 21, 2021.

9. Redline versions of the Long-Form Notice and Publication Notice showing proposed updates are attached as **Exhibits E and F**.

### **WEBSITE AND TELEPHONE**

10. To assist potential members of the Settlement Class in understanding the terms of the Settlement Agreement and their rights, A.B. Data has established a case-specific toll-free telephone number 877-777-9637 and a case-specific website [www.turkeylitigation.com](http://www.turkeylitigation.com).

11. The toll-free telephone number will be equipped with an automated interactive voice response system in both English and Spanish. The automated interactive voice response system will present callers with a series of choices to hear prerecorded information concerning the Settlement Agreement. If callers need further help, they will have an option to speak with a live operator during business hours.

12. The case-specific website will provide, among other things, a summary of the case, all relevant documents including the Settlement Agreement and Preliminary Approval Order, important dates, and any pertinent updates concerning the litigation or the Settlement approval process.

### **EXCLUSION PROCESSING**

13. The notices provide that members of the Settlement Class may request exclusion by sending a written, mailed request to the Settlement Administrator. A.B. Data will promptly circulate to the parties copies of all such requests and a report that tracks each request and whether the required information was included.

### **CONCLUSION**

14. It is my opinion, based on my individual expertise and experience and that of my A.B. Data colleagues, that the proposed notice plan is designed to effectively reach potential members of the Settlement Class, will deliver plain language notices that will capture the attention of the reader, and will provide relevant information in an informative and easy to understand manner that is necessary to effectively understand the rights and

options under the terms of the Settlement Agreement. This proposed notice plan conforms to the standards employed by A.B. Data in notification plans designed to reach potential class members of settlement groups or classes that are national in scope and reach narrowly defined entities and demographic targets. For all these reasons, in my opinion, the proposed notice plan satisfies the requirements of Rule 23 and due process.

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

Executed this 2<sup>nd</sup> day of September 2021 in Milwaukee, Wisconsin.

A handwritten signature in black ink, appearing to read "Eric Schachter", written over a horizontal line.

Eric Schachter

# EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**If you purchased any Turkey product directly from a Turkey producer for use or delivery in the United States from January 1, 2010 through January 1, 2017, a class action settlement may affect your rights.**

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

- A Settlement Agreement (or “Settlement”) has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc. and the Hillshire Brands Company (“Tyson” or “Settling Defendant”). This Settlement only applies to Tyson and does not dismiss claims against other Defendants in the case entitled *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318.
- If approved by the Court, the Settlement will resolve a lawsuit over whether Tyson combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow Tyson and other Turkey producers to charge supra-competitive prices for Turkey products during the Settlement Class Period, in violation of federal law. If approved, the Settlement will avoid litigation costs and risks to Direct Purchaser Plaintiffs and Tyson, and will release Tyson from liability to members of the Settlement Class.
- The Settlement requires Tyson to pay \$4,625,000. In addition to this monetary payment, Tyson has agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.
- The Court has not decided whether Tyson did anything wrong, and Tyson denies any wrongdoing.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>ASK TO BE EXCLUDED</b>	This is the only option that allows you ever to be part of any <i>other</i> lawsuit against Tyson concerning the Released Claims (as defined in the Settlement Agreement). Requests for Exclusion must be postmarked or received by November 22, 2021.
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. Objections must be postmarked or received by November 22, 2021.
<b>ATTEND THE FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will remain part of the Settlement, and you may participate in any monetary distribution to qualified purchasers. The Settlement will resolve your claims against Tyson and you will give up your rights to sue Tyson about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.

- Your options are explained in this notice. To ask to be excluded, you must act before **November 22, 2021**.
- **Questions? Read on and visit [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or call toll-free 1-877-777-9637.**

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## BASIC INFORMATION

### 1. Why did I receive a notice?

Defendants, including Tyson, produce Turkey products. Defendants' records show that you may have purchased Turkey products directly from one or more of the Defendants for use and delivery in the United States between January 1, 2010 and January 1, 2017. The list of Defendants is in Section 2 below. The Court authorized this notice because you have a right to know about the Settlement of certain claims against Tyson in this class action lawsuit and about your options before the Court decides whether to approve the Settlement between Tyson and Direct Purchaser Plaintiffs. If the Court approves it, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

### 2. What is this lawsuit about?

This class action is called *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318 and is pending in the United States District Court for the Northern District of Illinois. U.S. District Court Judge Virginia M. Kendall is in charge of this class action.

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Turkey products, beginning at least as early as January 1, 2010, with the intent and expected result of increasing prices of Turkey products in the United States, in violation of federal antitrust laws. For purposes of this case, the terms "Turkey" and "Turkey Products" mean turkey meat, which may be sold in a variety of forms, including fresh or frozen, ground or parts, and raw or cooked. "Turkey" and "Turkey Products" include, but are 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 includes, but is not limited to, products containing turkey such as lunch meat, deli meat, sausage, franks, bacon, and corn dogs.

The Defendants and co-conspirators named in Direct Purchaser Plaintiffs' Amended Class Action Complaint are producers of Turkey products in the United States, as well as Agri Stats, Inc. For the purpose of the Settlement, "Defendants" refers to Tyson, Butterball, LLC, Cargill, Inc., Cargill Meat Solutions Corporation, Cooper Farms, Inc., Farbest Foods, Inc., Foster Farms LLC, Foster Poultry Farms, Hormel Foods Corporation, House of Raeford Farms, Inc., Perdue Farms, Inc., and Perdue Foods LLC, and Agri Stats, Inc.

Direct Purchaser Plaintiffs have reached the Settlement with one Defendant, Tyson, but the Direct Purchasers' case is proceeding against other Defendants. Those other Defendants may be subject to separate settlements, judgments, or class certification orders. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

Tyson has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs' claims if the case against it were to proceed.

### 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 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 is there a Settlement?

The Court did not decide in favor of Direct Purchaser Plaintiffs or Tyson. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Tyson believes the Direct Purchaser Plaintiffs may not have succeeded at class certification or won at a trial. But litigation involves risks to both sides, and therefore Direct Purchaser Plaintiffs and Tyson have agreed to the Settlement. The Settlement requires Tyson to pay money, as well as provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation. Direct Purchaser Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

**5. What if I received previous communications regarding this lawsuit?**

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a plaintiff in an individual (or “direct action”) lawsuit against Defendants. These communications were not approved by the Court and did not come from Court-appointed Co-Lead Counsel. You should carefully review this notice and your rights as a potential member of the Settlement Class before deciding whether to opt out or stay in the Settlement Class. If you have questions about this litigation and your rights as a potential member of the Settlement Class, please contact Co-Lead Counsel whose contact information is listed in Question 15 below.

**WHO IS IN THE CLASS?**

**6. Am I part of the Class?**

The Court decided that, for settlement purposes, members of the Settlement Class are defined as:

All persons who purchased Turkey directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2010 until January 1, 2017.

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

While this Settlement is only with Tyson, the Settlement Class includes persons who purchased Turkey products (as defined in the Settlement Agreement) from *any* of the Defendants or their co-conspirators. If you are a member of the Settlement Class and do not exclude yourself, you may be eligible to participate in (or exclude yourself from) any additional settlements which may arise with any other Defendants in the case.

**7. Are there exceptions to being included?**

Yes. 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 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.

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

**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 Agreement, available for download at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com). You may also call the Settlement Administrator at 1-877-777-9637 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in Question 15 below.

**THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH TYSON**

**9. What does the Settlement with Tyson provide?**

If the Settlement is approved, Tyson will pay \$4,625,000 to resolve all Settlement Class members’ claims against Tyson for the Released Claims (as defined in the Settlement Agreement). In addition to this monetary benefit, Tyson has also agreed provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.

**10. What are the Settlement benefits being used for?**

A portion of the Settlement proceeds are being used for the administration of the notice of the Settlement to potential members of the Settlement Class by the Settlement Administrator. Except as provided below regarding a motion related to expenses, the remainder of the Settlement proceeds will remain available for any future notice, distribution to members of the Settlement Class, or attorneys’ fees, litigation expenses, and incentive awards to Direct Purchaser Plaintiffs and their

counsel. At this time, Direct Purchaser Plaintiffs and their counsel are not seeking any attorneys' fees or incentive awards from the Settlement proceeds. However, they may do so in the future, subject to additional notice to you and approval by the Court. At least 14 days before the deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel will file a motion seeking no more than \$1 million in current and ongoing litigation expenses. A copy of that motion for litigation expenses will be available on the Settlement Website.

Co-Lead Counsel do not intend to distribute any proceeds from the Settlement to qualifying members of the Settlement Class at this time, but instead intend to combine any distribution of the Settlement 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.

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

Unless you exclude yourself, 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 Tyson that pertains to the Released Claims (as defined in the Settlement Agreement). It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

You are not releasing your claims against any Defendant other than Tyson 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 this Settlement. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by Direct Purchaser Plaintiffs.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **13. How do I exclude myself from the Settlement with Tyson?**

If you do not want the benefits offered by the Settlement and you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Tyson, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class (an "Exclusion Request").

Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Turkey products, and address; (b) a statement that you want to be excluded from the Settlement Class in *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*; and (c) your 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 Turkey claims; the annual value of Turkey purchases assigned, identified by Defendant or Co-Conspirator from whom the purchases were made; and a copy of the executed assignment agreement or a statement outlining the assignment signed by both the assignor and assignee. You must mail or email your Exclusion Request, postmarked or received by November 22, 2021, to: *Turkey Antitrust Litigation*, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217; or [info@TurkeyLitigation.com](mailto:info@TurkeyLitigation.com).

### **14. If I don't exclude myself, can I sue Tyson for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Tyson for the same claims that the Settlement resolves. If you have a pending lawsuit against Tyson, 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 Tyson.

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

## OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class and have not excluded yourself from the Settlement, you can object to the Settlement if you don't like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement with Tyson in *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.* and the reasons why you object to the Settlement. Be sure to include your full name, the name of your business which purchased Turkey, 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, Interim Co-Lead Counsel, and counsel for Tyson at the addresses listed below. Your objection must be postmarked no later than November 22, 2021.

#### **Settlement Administrator:**

Turkey Antitrust Litigation  
ATTN: OBJECTIONS  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

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

W. Joseph Bruckner  
Brian D. Clark  
LOCKRIDGE GRINDAL NAUEN P.L.L.P.  
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#### **Counsel for Tyson:**

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[radcox@axinn.com](mailto:radcox@axinn.com)  
[lstrang@axinn.com](mailto:lstrang@axinn.com)

### 16. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no standing to object because the Settlement 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 Hagens Berman Sobol Shapiro LLP as Co-Lead Counsel for the Settlement Class. Their contact information is provided above in Question 15.

If you wish to remain a member of the Settlement Class, 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 will need to hire your own lawyer if you wish to pursue your own lawsuit against Tyson.

### **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 Settlement with Tyson at this time. At least 14 days before the deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel will file a motion seeking no more than \$1 million in current and ongoing litigation expenses. A copy of that motion for litigation expenses will be available on the Settlement Website. At such time, and prior to any Court approval, members of the Settlement Class will have 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 Settlement?**

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on January 6, 2022, at 9:00 a.m., at the United States District Court for the Northern District of Illinois, Courtroom 2503, Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the settlement website regarding any changes to the hearing date or conduct of the Fairness Hearing.

### **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 is 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 *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc.*" Be sure to include your name, including the name of your business which purchased Turkey, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than November 22, 2021, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and counsel for Tyson. The address for the Clerk of the Court is: Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. The addresses for Co-Lead Counsel and counsel for Tyson are provided in Question 15. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

## **GETTING MORE INFORMATION**

### **22. How do I get more information about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com). You may contact the Settlement Administrator at [info@TurkeyLitigation.com](mailto:info@TurkeyLitigation.com) or toll-free at 1-877-777-9637. You may also contact Co-Lead Counsel at the addresses, phone numbers, and email addresses provided in Question 15

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

# EXHIBIT B

**From:** noreply@turkeylitigation.com <noreply@turkeylitigation.com>  
**Sent:** Thursday, September 2, 2021 2:20 PM  
**To:** XXXXXXXXXXXXXXXX  
**Subject:** Test - Notice of Class Action Settlement

EXTERNAL SENDER

**COURT-APPROVED LEGAL NOTICE**

**If you purchased any Turkey product directly from a Turkey producer for use or delivery in the United States from January 1, 2010 through January 1, 2017, a class action settlement may affect your rights.**

Para una notificación en español, llame gratis al 1-877-777-9637  
o visite nuestro website [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

A settlement has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc. and the Hillshire Brands Company (“Tyson” or “Settling Defendant”). 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 Settlement.

**WHO IS INCLUDED?**

For settlement purposes, members of the Settlement Class are defined as all persons who purchased any Turkey products directly from any of the Defendants or any coconspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2010 until January 1, 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 the 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. In addition to Tyson, the Defendants in this lawsuit for purposes of the Settlement Agreement include Butterball, LLC, Cargill, Inc., Cargill Meat Solutions Corporation, Cooper Farms, Inc., Farbest Foods, Inc., Foster Farms LLC, Foster Poultry Farms, Hormel Foods Corporation, House of Raeford Farms, Inc., Perdue Farms, Inc., and Perdue Foods LLC, and Agri Stats, Inc.

If you are not sure you are included, you can get more information, including a detailed notice, at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or by calling toll-free 1-877-777-9637.

### **WHAT IS THIS LAWSUIT ABOUT?**

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Turkey, beginning at least as early as January 1, 2010, with the intent and expected result of increasing prices of Turkey in the United States, in violation of federal antitrust laws. Tyson denies it did anything wrong. The Court did not decide which side was right, but both sides agreed to the Settlement Agreement to resolve the case and get benefits to the Class. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against other Defendants who may be subject to separate settlements, judgments, or class certification orders. For purposes of this case, the terms “Turkey” and “Turkey Products” 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 includes, but is not limited to, products containing turkey such as lunch meat, deli meat, sausage, franks, bacon, and corn dogs.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Under the terms of the Settlement Agreement, Tyson will pay \$4,625,000 to resolve all Settlement Class claims against it in this litigation against Tyson. In addition to this monetary benefit, Tyson has also agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation. 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. At least 14 days before the deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel will file a motion seeking no more than \$1 million in current and ongoing litigation expenses. A copy of that motion for litigation expenses will be available on the Settlement Website.

### **WHAT ARE YOUR RIGHTS AND OPTIONS?**



You do not need to take any action to remain a member of the Settlement Class and be bound by the Settlement Agreement. As a Settlement Class member, you may be able to participate in (or exclude yourself from) any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case. If you don't want to be legally bound by the Settlement Agreement, you must exclude yourself by November 22, 2021, or you won't be able to sue or continue to sue Tyson for the Released Claims (as defined in the Settlement Agreement). If you exclude yourself, you can't get money from the Settlement. If you don't exclude yourself from the Settlement Class, you may still object to the Settlement Agreement by November 22, 2021. 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 (*Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318) on January 6, 2022, at **9:00 a.m.** to consider whether to approve the Settlement Agreement. You may ask to speak at the hearing, but you don't have to.

**This notice is only a summary. You can find more details about the Settlement at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or by calling toll-free 1-877-777-9637. Please do not contact the Court.**

[Unsubscribe](#)

# EXHIBIT C

**COURT-APPROVED LEGAL NOTICE**

**If you purchased any Turkey product directly from a Turkey producer for use or delivery in the United States from January 1, 2010 through January 1, 2017, a class action settlement may affect your rights.**

*Para una notificación en español, llame gratis al 1-877-777-9637  
o visite nuestro website [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).*

A settlement has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc. and the Hillshire Brands Company (“Tyson” or “Settling Defendant”). 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 Settlement.

**WHO IS INCLUDED?**

For settlement purposes, members of the Settlement Class are defined as all persons who purchased any Turkey products directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2010 until January 1, 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 the 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. In addition to Tyson, the Defendants in this lawsuit for purposes of the Settlement Agreement include Butterball, LLC, Cargill, Inc., Cargill Meat Solutions Corporation, Cooper Farms, Inc., Farbest Foods, Inc., Foster Farms LLC, Foster Poultry Farms, Hormel Foods Corporation, House of Raeford Farms, Inc., Perdue Farms, Inc., and Perdue Foods LLC, and Agri Stats, Inc.

If you are not sure you are included, you can get more information, including a detailed notice, at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or by calling toll-free 1-877-777-9637.

**WHAT IS THIS LAWSUIT ABOUT?**

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Turkey, beginning at least as early as January 1, 2010, with the intent and expected result of increasing prices of Turkey in the United States, in violation of federal antitrust laws. Tyson denies it did anything wrong. The Court did not decide which side was right, but both sides agreed to the Settlement Agreement to resolve the case and get benefits to the Class. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against other Defendants who may be subject to separate settlements, judgments, or class certification orders. For purposes of this case, the terms “Turkey” and “Turkey Products” 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 includes, but is not limited to, products containing turkey such as lunch meat, deli meat, sausage, franks, bacon, and corn dogs.

**WHAT DOES THE SETTLEMENT PROVIDE?**

Under the terms of the Settlement Agreement, Tyson will pay \$4,625,000 to resolve all Settlement Class claims against it in this litigation against Tyson. In addition to this monetary benefit, Tyson has also agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation. 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. At least 14 days before the deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel will file a motion seeking no more than \$1 million in current and ongoing litigation expenses. A copy of that motion for litigation expenses will be available on the Settlement Website.

**WHAT ARE YOUR RIGHTS AND OPTIONS?**

You do not need to take any action to remain a member of the Settlement Class and be bound by the Settlement Agreement. As a Settlement Class member, you may be able to participate in (or exclude yourself from) any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case. If you don’t want to be legally bound by the Settlement Agreement, you must exclude yourself by November 22, 2021, or you won’t be able to sue or continue to sue Tyson for the Released Claims (as defined in the Settlement Agreement). If you exclude yourself, you can’t get money from the Settlement. If you don’t exclude yourself from the Settlement Class, you may still object to the Settlement Agreement by November 22, 2021. 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 (*Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318) on January 6,

2022, at **9:00 a.m.** to consider whether to approve the Settlement Agreement. You may ask to speak at the hearing, but you don't have to.

**This notice is only a summary. You can find more details about the Settlement at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or by calling toll-free 1-877-777-9637. Please do not contact the Court.**

# EXHIBIT D



## If You Purchased TURKEY PRODUCTS

Directly From a  
Turkey Producer

For Use or Delivery in the U.S.

from Jan. 1, 2010 through Jan. 1, 2017

**A Class Action Settlement  
May Affect Your Rights**

**LEARN MORE HERE >>**

[TurkeyLitigation.com](http://TurkeyLitigation.com)

# EXHIBIT E

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**If you purchased any Turkey product directly from a Turkey producer for use or delivery in the United States from January 1, 2010 through January 1, 2017, a class action settlement may affect your rights.**

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

- A Settlement Agreement (or “Settlement”) has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc. and the Hillshire Brands Company (“Tyson” or “Settling Defendant”). This Settlement only applies to Tyson and does not dismiss claims against other Defendants in the case entitled *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318.
- If approved by the Court, the Settlement will resolve a lawsuit over whether Tyson combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow Tyson and other Turkey producers to charge supra-competitive prices for Turkey products during the Settlement Class Period, in violation of federal law. If approved, the Settlement will avoid litigation costs and risks to Direct Purchaser Plaintiffs and Tyson, and will release Tyson from liability to members of the Settlement Class.
- The Settlement requires Tyson to pay \$4,625,000. In addition to this monetary payment, Tyson has agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.
- The Court has not decided whether Tyson did anything wrong, and Tyson denies any wrongdoing.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>ASK TO BE EXCLUDED</b>	This is the only option that allows you ever to be part of any <i>other</i> lawsuit against Tyson concerning the Released Claims (as defined in the Settlement Agreement). Requests for Exclusion must be postmarked or received by <b>[DATE]-November 22, 2021.</b>
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. Objections must be postmarked or received by <b>[DATE]-November 22, 2021.</b>
<b>ATTEND THE FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will remain part of the Settlement, and you may participate in any monetary distribution to qualified purchasers. The Settlement will resolve your claims against Tyson and you will give up your rights to sue Tyson about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.



- Your options are explained in this notice. To ask to be excluded, you must act before **MONTH DAY**, November 22, 2021.
- **Questions? Read on and visit [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or call toll-free 1-877-777-9637.**

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## BASIC INFORMATION

### 1. Why did I receive a notice?

Defendants, including Tyson, produce Turkey products. Defendants' records show that you may have purchased Turkey products directly from one or more of the Defendants for use and delivery in the United States between January 1, 2010 and January 1, 2017. The list of Defendants is in Section 2 below. The Court authorized this notice because you have a right to know about the Settlement of certain claims against Tyson in this class action lawsuit and about your options before the Court decides whether to approve the Settlement between Tyson and Direct Purchaser Plaintiffs. If the Court approves it, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

### 2. What is this lawsuit about?

This class action is called *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318 and is pending in the United States District Court for the Northern District of Illinois. U.S. District Court Judge Virginia M. Kendall is in charge of this class action.

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Turkey products, beginning at least as early as January 1, 2010, with the intent and expected result of increasing prices of Turkey products in the United States, in violation of federal antitrust laws. For purposes of this case, the terms "Turkey" and "Turkey Products" mean turkey meat, which may be sold in a variety of forms, including fresh or frozen, ground or parts, and raw or cooked. "Turkey" and "Turkey Products" include, but are 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 includes, but is not limited to, products containing turkey such as lunch meat, deli meat, sausage, franks, bacon, and corn dogs.

The Defendants and co-conspirators named in Direct Purchaser Plaintiffs' Amended Class Action Complaint are producers of Turkey products in the United States, as well as Agri Stats, Inc. For the purpose of the Settlement, "Defendants" refers to Tyson, Butterball, LLC, Cargill, Inc., Cargill Meat Solutions Corporation, Cooper Farms, Inc., Farbest Foods, Inc., Foster Farms LLC, Foster Poultry Farms, Hormel Foods Corporation, House of Raeford Farms, Inc., Perdue Farms, Inc., and Perdue Foods LLC, and Agri Stats, Inc.

Direct Purchaser Plaintiffs have reached the Settlement with one Defendant, Tyson, but the Direct Purchasers' case is proceeding against other Defendants. Those other Defendants may be subject to separate settlements, judgments, or class certification orders. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

Tyson has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs' claims if the case against it were to proceed.

### 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 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 is there a Settlement?

The Court did not decide in favor of Direct Purchaser Plaintiffs or Tyson. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Tyson believes the Direct Purchaser Plaintiffs may not have succeeded at class certification or won at a trial. But litigation involves risks to both sides, and therefore Direct Purchaser Plaintiffs and Tyson have agreed to the Settlement. The Settlement requires Tyson to pay money, as well as provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation. Direct Purchaser Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

Questions? Call the Settlement Administrator toll-free at 1-877-777-9637 or visit [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

**5. What if I received previous communications regarding this lawsuit?**

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a plaintiff in an individual (or “direct action”) lawsuit against Defendants. These communications were not approved by the Court and did not come from Court-appointed Co-Lead Counsel. You should carefully review this notice and your rights as a potential member of the Settlement Class before deciding whether to opt out or stay in the Settlement Class. If you have questions about this litigation and your rights as a potential member of the Settlement Class, please contact Co-Lead Counsel whose contact information is listed in Question 15 below.

**WHO IS IN THE CLASS?**

**6. Am I part of the Class?**

The Court decided that, for settlement purposes, members of the Settlement Class are defined as:

All persons who purchased Turkey directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2010 until January 1, 2017.

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

While this Settlement is only with Tyson, the Settlement Class includes persons who purchased Turkey products (as defined in the Settlement Agreement) from *any* of the Defendants or their co-conspirators. If you are a member of the Settlement Class and do not exclude yourself, you may be eligible to participate in (or exclude yourself from) any additional settlements which may arise with any other Defendants in the case.

**7. Are there exceptions to being included?**

Yes. 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 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.

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

**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 Agreement, available for download at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com). You may also call the Settlement Administrator at 1-877-777-9637 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in Question 15 below.

**THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH TYSON**

**9. What does the Settlement with Tyson provide?**

If the Settlement is approved, Tyson will pay \$4,625,000 to resolve all Settlement Class members’ claims against Tyson for the Released Claims (as defined in the Settlement Agreement). In addition to this monetary benefit, Tyson has also agreed provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.

**10. What are the Settlement benefits being used for?**

A portion of the Settlement proceeds are being used for the administration of the notice of the Settlement to potential members of the Settlement Class by the Settlement Administrator. The Except as provided below regarding a motion related to expenses, the remainder of the Settlement proceeds will remain available for any future notice, distribution to members of the Settlement Class, or attorneys' fees, litigation expenses, and incentive awards to Direct Purchaser Plaintiffs and their counsel. At this time, Direct Purchaser Plaintiffs and their counsel are not seeking any attorneys' fees, non-administration expenses, or incentive awards from the Settlement proceeds. However, they may do so in the future, subject to additional notice to you and approval by the Court. At least 14 days before the deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel will file a motion seeking no more than \$1 million in current and ongoing litigation expenses. A copy of that motion for litigation expenses will be available on the Settlement Website.

Co-Lead Counsel do not intend to distribute any proceeds from the Settlement to qualifying members of the Settlement Class at this time, but instead intend to combine any distribution of the Settlement 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.

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

Unless you exclude yourself, 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 Tyson that pertains to the Released Claims (as defined in the Settlement Agreement). It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

You are not releasing your claims against any Defendant other than Tyson 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 this Settlement. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by Direct Purchaser Plaintiffs.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **13. How do I exclude myself from the Settlement with Tyson?**

If you do not want the benefits offered by the Settlement and you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Tyson, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class (an "Exclusion Request").

Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Turkey products, and address; (b) a statement that you want to be excluded from the Settlement Class in *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*; and (c) your signature. You must mail or email your Exclusion Request, postmarked or received by [DATE]. 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 Turkey claims; the annual value of Turkey purchases assigned, identified by Defendant or Co-Conspirator from whom the purchases were made; and a copy of the executed assignment agreement or a statement outlining the assignment signed by both the assignor and assignee. You must mail or email your Exclusion Request, postmarked or received by November 22, 2021, to: Turkey Antitrust Litigation, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217; or [info@TurkeyLitigation.com](mailto:info@TurkeyLitigation.com).

### **14. If I don't exclude myself, can I sue Tyson for the same thing later?**

Questions? Call the Settlement Administrator toll-free at 1-877-777-9637 or visit [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

No. Unless you exclude yourself, you give up the right to sue Tyson for the same claims that the Settlement resolves. If you have a pending lawsuit against Tyson, 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 Tyson.

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

## OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class and have not excluded yourself from the Settlement, you can object to the Settlement if you don't like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement with Tyson in *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.* and the reasons why you object to the Settlement. Be sure to include your full name, the name of your business which purchased Turkey, 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, Interim Co-Lead Counsel, and counsel for Tyson at the addresses listed below. Your objection must be postmarked no later than ~~[DATE]~~ November 22, 2021.

#### Settlement Administrator:

Turkey Antitrust Litigation  
ATTN: OBJECTIONS  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

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

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Brian D. Clark  
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[bdclark@locklaw.com](mailto:bdclark@locklaw.com)  
  
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T: (510) 725-3000  
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#### Counsel for Tyson:

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[trider@axinn.com](mailto:trider@axinn.com)  
[radcox@axinn.com](mailto:radcox@axinn.com)  
[lstrang@axinn.com](mailto:lstrang@axinn.com)

### 16. What is the difference between excluding myself and objecting?

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

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Questions? Call the Settlement Administrator toll-free at 1-877-777-9637 or visit [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Hagens Berman Sobol Shapiro LLP as Co-Lead Counsel for the Settlement Class. Their contact information is provided above in Question 15.

If you wish to remain a member of the Settlement Class, 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 will need to hire your own lawyer if you wish to pursue your own lawsuit against Tyson.

### 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 Settlement with Tyson at this time. ~~In~~ At least 14 days before the future deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel may ask the Court to award attorneys' fees and reimbursement of reasonable will file a motion seeking no more than \$1 million in current and necessary ongoing litigation expenses from the Settlement or any other settlement or other recovery in this. A copy of that motion for litigation expenses will be available on the Settlement Website. At such time, and prior to any Court approval, members of the Settlement Class will ~~be provided with notice of the amount of fees or expenses sought by Co-Lead Counsel and the~~ have 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 Settlement?

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on ~~January 6, 2022, at 9:00 a.m.-p.m.~~ on [DATE], at the United States District Court for the Northern District of Illinois, Courtroom ~~xx~~ 2503, Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders relating ~~theto~~ the COVID-19 emergency or otherwise, the Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the settlement website regarding any changes to the hearing date or conduct of the Fairness Hearing.

### 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 is 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 *Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc.*" Be sure to include your name, including the name of your business which purchased Turkey, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [DATE], November 22, 2021, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and counsel for Tyson. The address for the Clerk of the Court is: Dirksen U.S. Courthouse, 219 S. Dearborn Street, Chicago, IL 60604. The addresses for Co-Lead Counsel and counsel for Tyson are provided in Question 15. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

## GETTING MORE INFORMATION

### 22. How do I get more information about the Settlement?

Questions? Call the Settlement Administrator toll-free at 1-877-777-9637 or visit [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com). You may contact the Settlement Administrator at [info@TurkeyLitigation.com](mailto:info@TurkeyLitigation.com) or toll-free at 1-877-777-9637. You may also contact Co-Lead Counsel at the addresses, phone numbers, and email addresses provided in Question 15

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**



# EXHIBIT F

## **COURT-APPROVED LEGAL NOTICE**

**If you purchased any Turkey product directly from a Turkey producer for use or delivery in the United States from January 1, 2010 through January 1, 2017, a class action settlement may affect your rights.**

*Para una notificación en español, llame gratis al 1-877-777-9637  
o visite nuestro website [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com).*

A settlement has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc. and the Hillshire Brands Company (“Tyson” or “Settling Defendant”). 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 Settlement.

### **WHO IS INCLUDED?**

For settlement purposes, members of the Settlement Class are defined as all persons who purchased any Turkey products directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2010 until January 1, 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 the 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. In addition to Tyson, the Defendants in this lawsuit for purposes of the Settlement Agreement include Butterball, LLC, Cargill, Inc., Cargill Meat Solutions Corporation, Cooper Farms, Inc., Farbest Foods, Inc., Foster Farms LLC, Foster Poultry Farms, Hormel Foods Corporation, House of Raeford Farms, Inc., Perdue Farms, Inc., and Perdue Foods LLC, and Agri Stats, Inc.

If you are not sure you are included, you can get more information, including a detailed notice, at [www.TurkeyLitigation.com](http://www.TurkeyLitigation.com) or by calling toll-free 1-877-777-9637.

### **WHAT IS THIS LAWSUIT ABOUT?**

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Turkey, beginning at least as early as January 1, 2010, with the intent and expected result of increasing prices of Turkey in the United States, in violation of federal antitrust laws. Tyson denies it did anything wrong. The Court did not decide which side was right, but both sides agreed to the Settlement Agreement to resolve the case and get benefits to the Class. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against other Defendants who may be subject to separate settlements, judgments, or class certification orders. For purposes of this case, the terms “Turkey” and “Turkey Products” 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 includes, but is not limited to, products containing turkey such as lunch meat, deli meat, sausage, franks, bacon, and corn dogs.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Under the terms of the Settlement Agreement, Tyson will pay \$4,625,000 to resolve all Settlement Class claims against it in this litigation against Tyson. In addition to this monetary benefit, Tyson has also agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation. 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. At least 14 days before the deadline to file an Exclusion Request regarding this Settlement, Plaintiffs and Co-Lead Counsel will file a motion seeking no more than \$1 million in current and ongoing litigation expenses. A copy of that motion for litigation expenses will be available on the Settlement Website.

### **WHAT ARE YOUR RIGHTS AND OPTIONS?**

You do not need to take any action to remain a member of the Settlement Class and be bound by the Settlement Agreement. As a Settlement Class member, you may be able to participate in (or exclude yourself from) any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case. If you don’t want to be legally bound by the Settlement Agreement, you must exclude yourself by [DATE]; November 22, 2021, or you won’t be able to sue or continue to sue Tyson for the Released Claims (as defined in the Settlement Agreement). If you exclude yourself, you can’t get money from the Settlement. If you don’t exclude yourself from the Settlement Class, you may still object to the Settlement Agreement by [DATE]; November 22, 2021. 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 (*Olean Wholesale Grocery Cooperative, Inc., et al., v. Agri Stats, Inc., et al.*, N.D. Ill. Case No. 1:19-cv-08318) on {DATE} January 6, 2022, at {Time} 9:00 a.m. to consider whether to approve the Settlement Agreement. You may ask to speak at the hearing, but you don't have to.

**This notice is only a summary. You can find more details about the Settlement at [www.-TurkeyLitigation.com](http://www-TurkeyLitigation.com) or by calling toll-free 1-877-777-9637. Please do not contact the Court.**