

# Exhibit 2-C

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION,

No. 1:16-cv-08637

This Document Relates To:

Honorable Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

**DECLARATION OF SHANA E. SCARLETT IN SUPPORT OF END-USER  
CONSUMER PLAINTIFFS' UNCONTESTED MOTION FOR PRELIMINARY  
APPROVAL OF SETTLEMENTS WITH CLAXTON, FOSTER FARMS, HOUSE OF  
RAEFORD, KOCH FOODS, MOUNTAIRE, O.K. FOODS, PERDUE, SANDERSON,  
SIMMONS, AND WAYNE FARMS DEFENDANTS AND MOTION TO DIRECT  
NOTICE REGARDING HARRISON POULTRY SETTLEMENT**



I, Shana E. Scarlett, state under oath, as follows:

1. I am a partner at Hagens Berman Sobol Shapiro LLP (“Hagens Berman”). Hagens Berman is Co-Lead Counsel for the End-User Consumer Plaintiffs (“EUCPs”). I have full knowledge of the matters stated herein and could and would testify thereto.

2. EUCPs seek preliminary approval of settlements with the 10 remaining Processor Defendant families—Claxton,<sup>1</sup> Foster,<sup>2</sup> House of Raeford,<sup>3</sup> Koch,<sup>4</sup> Mountaire,<sup>5</sup> O.K. Foods,<sup>6</sup> Perdue,<sup>7</sup> Sanderson,<sup>8</sup> Simmons,<sup>9</sup> Wayne<sup>10</sup>—that provide a total of \$19.45 million in relief to the EUCP Class. These settlements were negotiated at arm’s length.

3. Counsel for EUCPs and for each of these 10 Defendant families have negotiated this settlement after more than eight years of litigation and two months before trial. Over the course of this litigation, EUCPs have filed five amended complaints, conforming the pleadings to the evidence. EUCPs have engaged in rigorous discovery. Working with counsel representing the other classes, EUCPs collected over eight million documents and took over 180 depositions of

---

<sup>1</sup> Norman W. Fries, Inc. d/b/a Claxton Poultry Farms.

<sup>2</sup> Foster Farms, LLC and Foster Poultry Farms LLC.

<sup>3</sup> House of Raeford Farms, Inc.

<sup>4</sup> Koch Foods Incorporated, JCG Foods of Alabama LLC, JCG Foods of Georgia LLC, and Koch Meat Co., Inc.

<sup>5</sup> The Mountaire Defendants are Mountaire Farms Inc., Mountaire Farms, LLC, and Mountaire Farms of Delaware, Inc.

<sup>6</sup> O.K. Foods, Inc., O.K. Farms, Inc., and O.K. Industries, Inc.

<sup>7</sup> Perdue Farms, Inc. and Perdue Foods LLC.

<sup>8</sup> The Sanderson Defendants are Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.), Sanderson Farms Foods, LLC (f/k/a Sanderson Farms, Inc. (Foods Division)), Sanderson Farms Production, LLC (f/k/a Sanderson Farms, Inc. (Production Division)), and Sanderson Farms Processing, LLC (f/k/a Sanderson Farms, Inc. (Processing Division)). The Sanderson Defendants exclude Wayne Farms, LLC.

<sup>9</sup> The Simmons Defendants are Simmons Foods, Inc. and Simmons Prepared Foods, Inc.

<sup>10</sup> Wayne Farms, LLC, excluding the Sanderson Defendants.

Defendants' employees and third parties and collected and analyzed voluminous structured data. All current class representatives sat for depositions.

4. Since class certification was granted on May 27, 2022, ECF No. 5644, EUCPs have opposed Defendants' summary judgment motions filed by remaining Defendants in the case. These efforts culminated in oral arguments, held over the course of two days on May 5, 2023 and June 2, 2023, and a decision by this Court on June 30, 2023 denying in part these motions. ECF No. 6641.

5. Starting in late June of 2024, counsel for the EUCPs signed settlement agreements with the 10 Processor Defendants remaining in this case. The Court vacated the trial scheduled to begin on September 4, 2024. ECF No. 7344.

6. One consideration during these settlement negotiations was certain Defendants' judgment sharing agreement ("JSA"). This JSA provides that the remaining Defendants will not be jointly and severally liable for damages that reflect a Settling Defendant's share of damages. The JSA members previously agreed how they would allocate each Defendant's share of liability based on their respective sales. Because of this JSA, if EUCPs are awarded damages and final judgment, each Settling Defendants' portion of the damages would be removed from the calculation of the award.

**A. House of Raeford Settlement**

7. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes both monetary relief for the Class and cooperation with respect to document authentication in EUCPs' litigation.

8. Negotiations between EUCPs and House of Raeford took four and a half months to complete. Counsel for EUCPs and House of Raeford participated in a mediation session before

Judge Daniel Weinstein (ret.) on June 27, 2024, which resulted in an agreement. An agreement on final terms was reached shortly thereafter, with a final settlement agreement signed on August 9, 2024.

9. The settlement provides that House of Raeford will pay \$4.5 million (\$4,500,000) into a settlement fund that will be used to compensate the EUCP Class and cover litigation fees and expenses, including the cost of notifying Class Members and administering the settlement. Co-Lead Counsel believe this sum is fair and reasonable given House of Raeford's market share of class products and the cooperation House of Raeford agreed to provide.

10. A true and accurate copy of the settlement agreement with House of Raeford is attached hereto as **Exhibit C**.

**B. Koch Foods Settlement**

11. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes both monetary relief for the Class and cooperation with respect to document authentication in EUCPs' litigation.

12. Counsel for EUCPs and for Koch participated in a mediation session before Judge Weinstein on June 25, 2024, but were unable to reach agreement. The parties decided to continue their negotiation over the summer of 2024. Following the July 17, 2024 Motions in Limine hearing, Judge Weinstein worked further with the parties and they reached an agreement on settlement amount shortly after that. An agreement on final terms was reached thereafter, with a final settlement agreement signed on September 10, 2024.

13. The settlement provides that Koch will pay \$5 million (\$5,000,000) into a settlement fund that will be used to compensate the EUCP Class and cover litigation fees and expenses, including the cost of notifying Class Members and administering the settlement. Co-

Lead Counsel believe this sum is fair and reasonable given Koch's market share of class products and the cooperation Koch agreed to provide.

14. A true and accurate copy of the settlement agreement with Koch Foods is attached hereto as **Exhibit D**.

**C. Mountaire Settlement**

15. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes both monetary relief for the Class and cooperation with respect to document authentication in EUCPs' litigation.

16. Counsel for EUCPs and for Mountaire negotiated for about one month and signed an agreement on August 22, 2024.

17. The settlement provides that Mountaire will pay \$3 million (\$3,000,000) into a settlement fund that will be used to compensate the EUCP Class and cover litigation fees and expenses, including the cost of notifying Class Members and administering the settlement. Co-Lead Counsel believe this sum is fair and reasonable given Mountaire's market share of class products and the cooperation Mountaire agreed to provide.

18. A true and accurate copy of the settlement agreement with Mountaire is attached hereto as **Exhibit E**.

**D. O.K. Foods Settlement**

19. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes both monetary relief for the Class and cooperation with respect to document authentication in EUCPs' litigation.

20. Negotiations between EUCPs and O.K. Foods took just over one month to complete. Counsel for EUCPs and for O.K. Foods participated in a mediation session before Judge Weinstein and Simone Lechuk on July 16, 2024 and reached an agreement that day.

21. The settlement provides that O.K. Foods will pay \$3.2 million (\$3,200,000) into a settlement fund that will be used to compensate the EUCP Class and cover litigation fees and expenses, including the cost of notifying Class Members and administering the settlement. Co-Lead Counsel believe this sum is fair and reasonable given O.K. Food's market share of class products and the cooperation O.K. Foods agreed to provide.

22. A true and accurate copy of the settlement agreement with O.K. Foods is attached hereto as **Exhibit F**.

**E. Sanderson Settlement**

23. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes both monetary relief for the Class and cooperation with respect to document authentication in EUCPs' litigation.

24. Counsel for EUCPs and for Sanderson participated in a mediation session before Judge Weinstein on February 4, 2020, but were unable to reach agreement. Several weeks later, the parties decided to continue their mediated negotiation within settlement brackets proposed by Judge Weinstein, but the parties were still unable to reach agreement.

25. The settlement provides that Sanderson will pay seven hundred fifty thousand dollars (\$750,000) into a settlement fund that will be used to compensate the EUCP Class and cover litigation fees and expenses, including the cost of notifying Class Members and administering the settlement. Co-Lead Counsel believe this sum is fair and reasonable in light of

the Sanderson verdict at the DPP trial and also considering Sanderson's market share of class products.

26. A true and accurate copy of the settlement agreement with Sanderson is attached hereto as **Exhibit H**.

**F. Simmons Settlement**

27. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes both monetary relief for the Class and cooperation with respect to document authentication in EUCPs' litigation.

28. Negotiations between EUCPs and Simmons took 14 months and required Judge Weinstein's mediation assistance. Between May and August of 2023, the parties negotiated but were unable to reach an agreement. EUCPs and Simmons revisited negotiations discussions in April 2024. The parties agreed to mediate with Judge Weinstein; the mediation took place on July 11, 2024, and resulted in an agreement. The parties continued to negotiate final terms over the next two months and signed the final settlement agreement on August 15, 2024.

29. The settlement provides that Simmons will pay \$3 million (\$3,000,000) into a settlement fund that will be used to compensate the EUCP Class and cover litigation fees and expenses, including the cost of notifying Class Members and administering the settlement. Co-Lead Counsel believe this sum is fair and reasonable given Simmons' market share of class products and the cooperation Simmons agreed to provide.

30. A true and accurate copy of the settlement agreement with Simmons is attached hereto as **Exhibit I**.

31. EUCPs also signed settlement agreements with four of the Defendants who received favorable summary judgment rulings.

**G. Claxton Settlement**

32. The settlement was the product of confidential, protracted, and intense arm's length negotiations and includes the relinquishing of certain rights to collect fees and expenses of litigation from EUCPs as discussed in paragraph 34.

33. Negotiations between EUCPs and Claxton took six months. The parties first discussed settlement in July 2024. The parties continued to negotiate final terms over the next six months and signed the final settlement agreement on December 20, 2024.

34. The settlement provides that EUCPs will waive their right to appeal the District Court's order granting summary judgment in Claxton's favor, *see* ECF No. 6641, p. 87, in exchange for a mutual waiver of litigation costs and attorney fees. Co-Lead Counsel believe this agreement is fair and reasonable given the summary judgment order.

35. Claxton and EUCPs agreed that Class Members would not receive a second opt-out period. EUCP Class Members were previously given an opportunity to exclude themselves from the Class at the class certification stage. *See* ECF No. 6603 (attaching notice materials so stating).

36. A true and accurate copy of the settlement agreement with Claxton is attached hereto as **Exhibit A**.

**H. Foster Settlement**

37. The settlement was the product of confidential, protracted, and intense arm's length negotiations and the relinquishing of certain rights to collect fees and expenses of litigation from EUCPs as discussed in paragraph 39.

38. Negotiations between EUCPs and Foster took six months. The parties first discussed settlement in July 2024. The parties continued to negotiate final terms over the next five months and signed the final settlement agreement on December 5, 2024.

39. The settlement provides that EUCPs will waive their right to appeal the District Court's order granting summary judgment in Foster's favor, *see* ECF No. 6641, p. 87, in exchange for a mutual waiver of litigation costs and attorney fees. Co-Lead Counsel believe this agreement is fair and reasonable given the summary judgment order.

40. Foster and EUCPs agreed that Class Members would not receive a second opt-out period. EUCP Class Members were previously given an opportunity to exclude themselves from the Class at the class certification stage. *See* ECF No. 6603 (attaching notice materials so stating).

41. A true and accurate copy of the settlement agreement with Foster is attached hereto as **Exhibit B**.

#### **I. Perdue Settlement**

42. The settlement was the product of confidential, protracted, and intense arm's length negotiations and the relinquishing of certain rights to collect fees and expenses of litigation from EUCPs as discussed in paragraph 44.

43. Negotiations between EUCPs and Perdue took five months. The parties first discussed settlement in July 2024. The parties continued to negotiate final terms and signed the final settlement agreement on December 2, 2024.

44. The settlement provides that EUCPs will waive their right to appeal the District Court's order granting summary judgment in Perdue's favor, *see* ECF No. 6641, p. 87, in exchange for a mutual waiver of litigation costs and attorney fees. Co-Lead Counsel believe this agreement is fair and reasonable given the summary judgment order.



45. Perdue and EUCPs agreed that Class Members would not receive a second opt-out period. EUCP Class Members were previously given an opportunity to exclude themselves from the Class at the class certification stage. *See* ECF No. 6603 (attaching notice materials so stating).

46. A true and accurate copy of the settlement agreement with Perdue is attached hereto as **Exhibit G**.

**J. Wayne Settlement**

47. Negotiations with Wayne took three and a half months. The parties signed the final settlement agreement on August 12, 2024.

48. The settlement was the product of confidential, protracted, and intense arm's length negotiations and the relinquishing of certain rights to collect fees and expenses of litigation from EUCPs as discussed in paragraph 49.

49. The settlement provides that EUCPs will waive their right to appeal the District Court's order granting summary judgment in Wayne's favor, *see* ECF No. 6641, p. 87, in exchange for a mutual waiver of litigation costs and attorney fees. Co-Lead Counsel believe this agreement is fair and reasonable given the summary judgment order.

50. A true and accurate copy of the settlement agreement with Wayne is attached hereto as **Exhibit J**.

**K. Market Share**

51. The difference in settlements reflect each Defendant's share of the JSA as well as each Defendant's share of the market of EUCP Class products, as derived from Table 13 of Dr. Sunding's supplemental merits report. *See* ECF No. 4127-1, pp. 180–181.

52. House of Raeford represents 3% of market share for EUCP Class products and 4.8% sharing percentage of the JSA after the Court's summary judgment order. The \$4.5 million

in settlements equates to \$1.5 million per point of market share for EUCP Class products and approximately \$937,500 per point of House of Raeford's sharing percentage of the JSA. Given that this settlement was reached around the same time as the remaining Processor Defendants, we believe this settlement agreement is fair and consistent.

53. Koch represents 5.9% of market share for EUCP Class products and 8% sharing percentage of the JSA after the Court's summary judgment order. The \$5 million in settlements equates to \$847,458 per point of market share for EUCP class products and approximately \$625,000 per point of Koch's sharing percentage of the JSA. Given that this settlement was reached around the same time as the remaining Processor Defendants, we believe this settlement agreement is fair and consistent.

54. Mountaire represents 5.4% of market share for EUCP Class products and 7.7% of the JSA after the Court's summary judgment order. The \$3 million in settlements equates to \$555,555 per point of market share for EUCP class products and approximately \$389,610 per point of Mountaire's sharing percentage of the JSA. Given that this settlement was reached around the same time as the remaining Processor Defendants, we believe this settlement agreement is fair and consistent.

55. O.K. Foods represents 1.7% of market share for EUCP Class products and 1% of the JSA after the Court's summary judgment order. The \$3.2 million in settlements equates to \$3.2 million per point of market share for EUCP class products and approximately \$1.88 million per point of OK Foods' sharing percentage of the JSA. Given that this settlement was reached around the same time as the remaining Processor Defendants, we believe this settlement agreement is fair and consistent.

56. Sanderson represents 8.3% of market share for EUCP Class products and 11.1% of the JSA after the Court's summary judgment order. The \$750,000 in settlements equates to approximately \$90,361 per point of market share for EUCP class products and approximately \$67,567 per point of Sanderson's sharing percentage of the JSA. Given that this settlement was reached around the same time as the remaining Processor Defendants, we believe this settlement agreement is fair and consistent.

57. Simmons represents 1.6% of market share for EUCP Class products and 2.8% of the JSA after the Court's summary judgment order. The \$3 million in settlements equates to approximately \$1.875 million per point of market share for EUCP class products and approximately \$1.071 million per point of Simmons's sharing percentage of the JSA. Given that this settlement was reached around the same time as the remaining Processor Defendants, we believe this settlement agreement is fair and consistent.

58. The four remaining Settling Defendants—Claxton, Foster, Perdue, and Wayne—together represent approximately 16% of market share for the EUCP Class products. However, since the District Court granted these four Defendants' summary judgment motions, we believe a settlement agreement waiving EUCPs' right to appeal this order in exchange for a mutual cost and fee waiver is fair and consistent.

**M. Defendants do not contest this preliminary approval motion.**

59. All Settling Defendants agreed not to contest this preliminary approval motion as a condition of settlement.

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED: January 29, 2025

/s/ Shana E. Scarlett  
SHANA E. SCARLETT

# **EXHIBIT A**

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

*IN RE BROILER CHICKEN ANTITRUST  
LITIGATION*

Case No. 1:16-cv-08637

This Document Relates To:

*All End User Consumer Plaintiff Actions*

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER PLAINTIFF CLASS AND NORMAN W. FRIES, INC. D/B/A CLAXTON  
POULTRY FARMS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into in the above-captioned action (the “Action”) as of the 20th day of December, 2024 (“Execution Date”) by and between the EUCPs (as hereinafter defined), through Co-Lead Counsel (as hereinafter defined) on behalf of themselves and members of the Certified Class, (as hereinafter defined), and Defendant Norman W. Fries, Inc. d/b/a Claxton Poultry Farms (“Claxton”). EUCPs, on behalf of the Certified Class (as hereinafter defined), and Claxton are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, EUCPs, on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCPs’ motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

WHEREAS, the Court appointed Co-Lead Counsel to represent the class;

WHEREAS, on June 30, 2023 the Court entered an Order granting Claxton's Motion for Summary Judgment as to the EUCP Class (as hereinafter defined) claims against Claxton (ECF Nos. 6641, 7028) (hereinafter "MSJ Order");

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Claxton in any way arising out of or relating in any way to the indirect purchase of Broilers by the Certified Class that were produced, processed or sold by Claxton or any of the Defendants or their alleged co-conspirators;

WHEREAS, Co-Lead Counsel have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of EUCPs and the Certified Class to enter into this Settlement Agreement with Claxton to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Certified Class;

WHEREAS, Claxton denies the EUCPs' claims in this Action, and notwithstanding the MSJ Order dismissing all of EUCP's claims against Claxton and Claxton's belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted, could

have been, or could be asserted by the EUCP Class against it, and that it has prevailed on summary judgment and believes it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and to put this controversy to rest;

WHEREAS, in the event this settlement does not obtain Court approval, both Parties wish to preserve all appeals, arguments, defenses, and responses to all claims in the Action, including all arguments, defenses and responses to any appeal.

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 EUCPs forgo appealing the MSJ Order against Claxton and that all claims of the EUCPs and Certified Class be settled, compromised, and dismissed on the merits with prejudice as to Claxton consistent with the MSJ Order:

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. “EUCPs” means Linda Cheslow, Abraham Drucker, Ian Adams, Marilyn Stangeland, Daniel M. Percy, Kristin Davis, Leslie Weidner, David Weidner, Matthew Hayward, Dorothy Monahan, Joshua Madsen, Natalie Wilbur, Alison Pauk, Michael Perry, David Marino, Eric Thomas, Kenneth Cote, Catherine Senkle, Margo Stack, James Flasch, Dina Morris, Dianne Spell, Angela Ashby, Christina Hall, Richard Heftel, and Stephen Holt.
- b. “Claxton” means Norman W. Fries, Inc. d/b/a Claxton Poultry Farms and all of its predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all

past, present, and future parents, owners, subsidiaries, divisions, and/or departments. “Claxton” does not include any other Defendant named by EUCPs in the Action, either explicitly or as a third-party beneficiary.

- c. “Broilers” means the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.
- d. “Co-Lead Counsel” means Hagens Berman Sobol Shapiro LLP and Cohen Milstein Sellers & Toll, PLLC as appointed by the Court to represent the certified class of end-user consumer indirect purchasers of Broilers.
- e. “Court” means the United States District Court for the Northern District of Illinois and the Honorable Thomas M. Durkin or his successor, or any other court in which the Action is proceeding.
- f. “Defendants” means those Defendants named in EUCPs’ Fifth Consolidated Amended Class Action Complaint (ECF Nos. 3747 (Redacted) and 3748 (Unredacted)).
- g. “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23 and dismisses Claxton with prejudice from the Action.
- h. “Effective Date” means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval of this Settlement Agreement; and (b) either (i) 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 the return of the mandate to the Court, and any further petition for review (including, but limited to, a petition for writ of certiorari) has been denied, and the time for any further appeal or review of Final Approval has expired.

- i. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- j. “Repealer Jurisdictions” has the meaning ascribed in the Court’s order granting class certification in Docket Number 5644: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, and Wisconsin.
- k. “Settlement Administrator” means the firm retained to disseminate the Class Notice.
- l. “Certified Class” or “EUCP Class” shall have the same definition and consist of the litigation class certified by the Court on May 27, 2022 (ECF No. 5644) defined as follows: All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer

Jurisdictions from January 1, 2012 to July 31, 2019. The Certified Class excludes all persons and entities that previously filed a valid exclusion from the Certified Class as set forth in ECF No. 6603.

2. Mutual Waiver of Right to Appeal or Further Adjudication. Upon the Effective Date, neither the EUCP Class nor Claxton will seek to further adjudicate at the district court, via appeal, or any other means, the orders of the Court in connection with the EUCP Action as they pertain to the other Party, including but not limited to asking the Court to revise, modify, vacate, or reconsider the MSJ Order. For the avoidance of doubt, this does not preclude Claxton from further adjudicating, via appeal or any other means, orders of the Court as part of its defense against any claims brought against Claxton by any other Plaintiff. The EUCP Class further agrees that the MSJ Order is a final judgment on the merits with respect to the EUCP Class claims against Claxton.

3. The EUCP Class's Challenge to the MSJ Order As to Claxton. Upon filing of the motion seeking approval of this Settlement Agreement, the EUCP Class will advise the Court that it does not intend to appeal the MSJ Order as to Claxton and is not asking the Court to revise, modify, vacate, or reconsider the MSJ Order as to Claxton pending approval of this Settlement Agreement. The EUCP Class further agrees that it will not challenge the MSJ Order as to Claxton during the time period between the date of execution of this Settlement Agreement and the Effective Date. However, the EUCP Class reserves the right to seek to challenge the MSJ Order as to Claxton and take necessary steps to preserve any such rights in the event this settlement does not obtain Court approval. For the avoidance of doubt, the EUCP Class's reservation of rights as described in this paragraph shall cease upon the Effective Date. Likewise, Claxton reserves the right to seek to challenge and contest any effort by the EUCP Class to challenge the MSJ Order as to Claxton and to take any and all necessary steps to preserve its rights to, among other things, seek final judgment and obtain costs, fees, and any other permissible legal recovery or equitable relief in the event this settlement does not obtain Court

approval.

4. Settlement Consideration. In consideration for the waiver of appellate or adjudication rights, or both, set forth herein, the EUCP Class and Claxton each agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees or any other form of recovery in connection with the Action. Claxton does not waive any rights to seek any of its costs, fees, attorney's fees or any other form of recovery in connection with the Action from any other Plaintiff in the Action. Similarly, in the event this Settlement is not approved, Claxton reserves all rights to seek to recover any costs and fees from the EUCP Class, and the EUCP Class reserves all rights to challenge and contest any effort by Claxton to seek to recover any costs against the EUCP Class.

5. Motion for Preliminary Approval: No later than ninety (90) days after the Execution Date, EUCPs will move the Court for Preliminary Approval of this settlement. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, including but not limited to any draft notices to the EUCP Class, shall be provided by Co-Lead Counsel to Claxton for its review. To the extent that Claxton objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval. This deadline may be extended by agreement.

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

- a. Notice of this settlement will be sent in coordination with other settlements reached between the EUCP Class and other Defendants. Individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by

the Settlement Administrator, at the direction of Co-Lead Counsel, to members of the Certified Class, in conformance with a notice plan to be approved by the Court.

- b. Claxton shall have no responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Certified Class or obtaining approval of the settlement, and the EUCP Class shall bear all costs to effectuate notice to the Certified Class and obtain approval of the settlement.
- c. Co-Lead Counsel shall use best efforts to send out notice to the Certified Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Co-Lead Counsel may choose to delay the sending of such notice so that notice need only be sent to the Certified Class once for multiple settlements and that notice costs are kept as low as possible.

On the website, language regarding the settlement with Claxton will include language the same or substantially similar to the following:

On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Claxton against the EUCP Class. The EUCP Class has agreed to not appeal or otherwise challenge the summary judgment order as to defendant Claxton in exchange for a waiver by Claxton of its right to seek recovery of any and all fees and costs against the EUCP Class in conjunction with this Action.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then the EUCP Class, through 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. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by

Co-Lead Counsel to Claxton for its review. To the extent that Claxton objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement for the Certified 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 all claims made by EUCPs against Claxton in the Action, including in all class action complaints asserted by EUCPs, with prejudice and without further costs or fees;
- d. Confirming that Claxton has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
- e. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
- f. Determining under Federal Rule Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Claxton shall be final and entered forthwith.

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

8. Choice of Law. Any disputes relating to the Parties' agreement shall be governed by Illinois law without regard to conflicts of law provisions.

9. Consent to Jurisdiction. The Parties hereby 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.

10. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in the Court with the abovementioned motion for preliminary approval, Claxton will provide to the appropriate Federal and State officials all materials required pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"). Co-Lead Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with CAFA.

11. 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, Certified Class Members, and Claxton. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by the EUCPs shall be binding upon all members of the Certified Class.

12. Counsel's Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties represents and warrants that he, she, or it 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.

13. 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.

14. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given by: (1) email and (2) 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 EUCPs or any member of the Certified Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
steve@hbsslaw.com

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

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
bjohnson@cohenmilstein.com

If directed to Claxton, to:

James F. Herbison  
Michael P. Mayer  
WINSTON & STRAWN LLP  
35 West Wacker Drive  
Chicago, Illinois 60601  
jherbison@winston.com  
mmayer@winston.com

Charles C. Murphy, Jr.  
VAUGHAN & MURPHY  
690 S. Ponce Ct., N.E.  
Atlanta, GA 30307  
cmurphy@vaughanandmurphy.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.

15. No Admission. 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.

16. No Third-Party Beneficiaries. Except as provided in Paragraph 23, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Claxton, an EUCP, a member of the Certified Class, or Co-Lead Counsel.

17. 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.

18. 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 does 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.

19. 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.

20. 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.

21. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

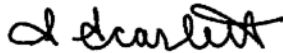
22. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation. However, Claxton and EUCPs can inform other parties to this Action that they have reached a settlement agreement. Claxton may also provide a copy of this Settlement Agreement to all parties to the Defendants' Agreement (as hereinafter defined). The Parties further agree to disclose the Settlement Agreement for the purpose of disclosure and approval from the Court consistent with the terms of the Settlement Agreement.

23. Qualified Settlement. EUCPs 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. In the event the EUCPs and the Certified Class (a) prevail in any appeal of the existing ruling in the Action and (b) thereafter obtain a Final Judgment that includes as a component damages attributable to sales of Broilers by Claxton, the EUCPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs and the Certified Class 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 Claxton, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Claxton had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs and the Certified Class 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 23 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. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: 12/20/24, 2024



Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: 12/20/24, 2024



**WINSTON & STRAWN LLP**  
James F. Herbison  
Michael P. Mayer  
35 West Wacker Drive  
Chicago, Illinois 60601  
Telephone: (312) 558-5600  
Facsimile: (312) 558-5700  
jherbison@winston.com  
mmayer@winston.com

**VAUGHAN & MURPHY**  
Charles C. Murphy, Jr.  
690 S. Ponce Ct., N.E.  
Atlanta, GA 30307  
Telephone: (404) 667-0714  
Facsimile: (404) 529-4193  
cmurphy@vaughanandmurphy.com

*Attorneys for Defendant Norman W. Fries, Inc. d/b/a Claxton Poultry Farms*



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

# **EXHIBIT B**

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

*IN RE BROILER CHICKEN ANTITRUST  
LITIGATION*

Case No. 1:16-cv-08637

This Document Relates To:

*All End-User Consumer Plaintiff Actions*

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND FOSTER FARMS DEFENDANTS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into in the above-captioned action (the “Action”) as of the 5th day of December 2024 (“Execution Date”) by and between the End-User Consumer Indirect Purchaser Plaintiffs (“EUCPs”) through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined) ,and Defendants Foster Farms, LLC and Foster Poultry Farms LLC (“Settling Defendant” or “Foster Farms”) In the above-captioned action (the “Action”). EUCPs, on behalf of the Certified Class, and Foster Farms are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCPs’ motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, on June 30, 2023 the Court entered an Order granting Foster Farms' Motion for Summary Judgment as to the EUCP Class claims against Foster Farms (ECF Nos. 6641, 7028) (hereinafter "MSJ Order");

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Foster Farms in any way arising out of or relating in any way to the indirect purchase of Broilers by the Certified Class that were produced, processed or sold by Foster Farms or any of the Defendants or their alleged co-conspirators;

WHEREAS, EUCPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of EUCPs to enter into this Settlement Agreement with Foster Farms to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Certified Class;

WHEREAS, Foster Farms, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it has prevailed on summary judgment and believes it would prevail in any appeal,

enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and to put this controversy to rest;

WHEREAS, in the event this settlement does not obtain Court approval, both Parties wish to preserve all arguments, defenses, and responses to all claims in the Action, including all arguments, defenses and responses to any appeal.

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 EUCPs be settled, compromised, and dismissed on the merits with prejudice as to Foster Farms:

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. “Foster Farms” means Foster Farms, LLC and Foster Poultry Farms LLC and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments. “Foster Farms” does not include any other Defendant named by EUCPs in the Action, either explicitly or as a third-party beneficiary.
- b. “Broilers” means the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced,

minced, ground, seasoned, flavored or breaded.

- c. “Complaint” means the EUCPs’ Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. “Court” means the United States District Court for the Northern District of Illinois.
- e. “Defendants” means those Defendants named in EUCPs’ Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3747 (Redacted) and 3748 (Unredacted)).
- f. “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 Foster Farms with prejudice from the Action.
- g. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) 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.
- h. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil



Procedure 23.

- i. “Released Claims” shall have the meaning set forth in Paragraph 9 of this Settlement Agreement.
- j. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Certified Class and all members of the Certified Class, 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.
- k. “Repealer Jurisdictions” has the meaning ascribed in the Court’s order granting class certification in Docket Number 5644: California, District of

Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee; Utah, and Wisconsin.

1. “Settlement Administrator” means the firm retained to disseminate the Settlement Class Notice.
- m. “Certified Class” or “EUCP Class” shall have the same definition and consist of the litigation class certified by the Court on May 27, 2022 (ECF No. 5644) defined as follows: All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the EUCP Class nor Foster Farms will seek to further adjudicate, via appeal or any other means, the orders of the Court in connection with the EUCP Action as they pertain to the other Party, including but not limited to asking the Court to revise, modify, vacate, or reconsider the MSJ Order. For the avoidance of doubt, this does not preclude Foster Farms from further adjudicating, via appeal or any other means, orders of the Court as part of its defense against any claims brought against Foster Farms by any other Plaintiff.

3. The EUCP Class's Challenge to MSJ Order As to Foster Farms: Upon filing of the motion seeking approval of this Settlement Agreement, the EUCP Class will advise the Court that they no longer intend to appeal the MSJ Order as to Foster Farms and are not asking the Court to revise, modify, vacate, or reconsider the MSJ Order as to Foster Farms. However, the EUCP Class reserves the right to seek to challenge the MSJ Order as to Foster Farms and take necessary steps to preserve any such rights in the event this settlement does not obtain Court approval. For the avoidance of doubt, the EUCP Class's reservation of rights as described in this paragraph shall cease upon the Effective Date.

4. Settlement Consideration: In consideration for the waiver of appellate or adjudication rights set forth herein, the EUCP Class and Foster Farms each agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees or any other form of recovery in connection with the Action. Foster Farms does not waive any rights to seek any of its costs, fees, attorney's fees or any other form of recovery in connection with the Action from any other Plaintiff in the Action. Similarly, in the event this Settlement is not approved, the EUCP Class reserves all rights to challenge and contest any effort by Foster Farms to seek to recover any costs against the EUCP Class.

5. Motion for Preliminary Approval: No later than ninety (90) days after the Execution Date, EUCPs will move the Court for Preliminary Approval of this settlement. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Lead Counsel to Foster Farms for its review. To the extent that Foster Farms objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary

to obtain Preliminary Approval. This deadline may be extended by agreement.

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

- a. Notice of this settlement will be sent in coordination with other settlements reached between the EUCP Class and other Defendants. Individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor Foster Farms 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.
- c. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible.
- d. On the website, language regarding the settlement with Foster Farms will include something substantially similar to the following language:

On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Foster Farms against the EUCP Class. The EUCP Class has agreed to not appeal the summary judgment order as to

defendant Foster Farms in exchange for a waiver by Foster Farms of its right to seek recovery of any and all fees and costs against the EUCP Class in conjunction with this Action. The Court preliminarily approved this agreement on [DATE].

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then EUCPs, through 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. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Lead Counsel to Foster Farms for its review. To the extent that Foster Farms objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. 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 Certified 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 Foster Farms in all class action complaints asserted by EUCPs;
- d. Discharging and releasing Foster Farms from all Released Claims;

- e. Enjoining EUCPs and members of the Certified Class from suing Foster Farms for any of the Released Claims;
- f. Confirming that Foster Farms has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
- 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 Foster Farms shall be final and entered forthwith.

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

8. Release. Upon Final Judgment, the Releasing Parties shall completely release and forever discharge Foster Farms 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 Certified 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action (the “Released

Claims”). Notwithstanding the above, “Released Claims” do not include (i) claims asserted against any Defendant other than Foster Farms; or (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, or product defect. This reservation of claims set forth in (i) and (ii) of this paragraph does not impair or diminish the right of Foster Farms to assert any and all defenses to such claims. Prior to Final Judgment, all Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against Foster Farms. 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 Foster Farms arising out of or relating to the Released Claims.

9. Further Release. In addition to the provisions of Paragraph 9, 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 (providing, “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.”) and Section 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.”) 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 9, 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 9, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

10. 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.

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

12. Effect of Disapproval or Rescission. 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 8 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(g) of this Settlement Agreement, then this Settlement Agreement may be cancelled and terminated by Foster Farms or EUCPs.

If cancelled and terminated, this Settlement Agreement shall become null and void, and the Parties' position shall be returned to the status quo ante.



13. 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.

14. 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 9 or 10, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 9 or 10 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 9 or 10 are asserted by Foster Farms 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 Foster Farms 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.

15. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Foster Farms, 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 EUCPs' Lead Counsel that such notices have been served.

16. 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, Certified Class Members, the Releasing Parties, and Foster Farms. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by the EUCPs shall be binding upon all members and potential members of the Certified Class and Releasing Parties who have not validly excluded themselves from the Certified Class.

17. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against Foster Farms, 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 Foster Farms.

18. 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.

19. 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, including as evidence of the Release granted herein.

20. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) email and (2) 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 EUCPs or any member of the Certified Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to Foster Farms, to:

Carmine R. Zarlenga  
Mayer Brown  
1999 K Street, NW  
Washington, DC 20006

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.

21. 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 Foster Farms.

22. No Third-Party Beneficiaries. Except as provided in Paragraph 30, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Foster Farms (as defined herein), an EUCP, a member of the Certified Class, or Lead Counsel.

23. 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.

24. 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 would 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.

25. 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.

26. 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.

27. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

28. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation.

29. Qualified Settlement. EUCPs 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. In the event the EUCPs and the Certified Class (a) prevail in any appeal of the existing rulings in the Action and (b) thereafter obtain a Final Judgment that

includes as a component damages attributable to sales of Broilers by Foster Farms, the EUCPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs and the Certified Class 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 Foster Farms, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Foster Farms had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs and the Certified Class 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 29 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. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees and expenses. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: December 5, 2024

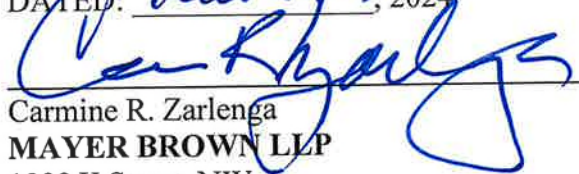


Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: December 5, 2024



Carmine R. Zarlenga  
**MAYER BROWN LLP**  
1999 K Street, NW  
Washington, DC 20006  
carlenga@mayerbrown.com

*Attorneys for Defendants Foster Farms, LLC and Foster Poultry Farms LLC*



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co-Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

# **EXHIBIT C**



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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION

No. 1:16-cv-08637-TMD-JG

This Document Relates To:

Hon. Judge Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND HOUSE OF RAEFORD FARMS, INC.**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of the 9th day of August, 2024 (“Execution Date”) by and between the End User Consumer Plaintiffs (“EUCPs” or “Plaintiffs”) through Co-Lead Counsel for the proposed Settlement Class (as hereinafter defined), and House of Raeford Farms, Inc. (“Settling Defendant” or “House of Raeford”) in the above captioned action (the “Action”).

WHEREAS, on December 16, 2016, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCP’s motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding

chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.<sup>1</sup>

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against House of Raeford in any way arising out of or relating in any way to the indirect purchase by members of the Settlement Class of chicken products that were produced, processed or sold by House of Raeford or any of the Defendants or their alleged co-conspirators;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

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

WHEREAS, House of Raeford, notwithstanding that it asserts that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it would prevail at trial, enters into this Settlement Agreement to avoid the costs,

---

<sup>1</sup> Any terms in the class definition have the meaning ascribed in the Court's order granting class certification in Docket Number 5644. For the avoidance of doubt, the "Repealer Jurisdictions" are: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, and Wisconsin.

expenses, and uncertainties of this complex litigation, to avoid the risks inherent in litigation and trial, and to put this controversy to rest;

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 EUCPs be settled and compromised, and dismissed on the merits with prejudice as to House of Raeford 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. "House of Raeford Released Parties" shall mean House of Raeford and all of its predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments, and each of their respective former, current, and future officers, directors, trustees, managers, members, attorneys, equity holders, agents, representatives, insurers, and employees. Notwithstanding the foregoing, "House of Raeford Released Parties" does not include any Defendant other than House of Raeford named by EUCPs in the Action, either explicitly or as a third-party beneficiary.
- b. "Broilers" shall mean the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that

is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.

- c. "Complaint" shall mean the EUCPs' Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. "Court" shall mean the United States District Court for the Northern District of Illinois.
- e. "Defendants" shall mean those defendants named in the Complaint.
- f. "Escrow Account" shall mean the escrow account established with the escrow agent to receive and maintain funds contributed by House of Raeford for the benefit of the Settlement Class.
- g. "Escrow Agreement" shall mean that certain agreement between the escrow agent that holds the Settlement Fund and EUCPs (by and through 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.
- h. "EUCPs" shall mean Ian Adams, Angela Ashby, Linda Cheslow, Kenneth Cote, Kristin Davis, Abraham Drucker, James Flasch, Jr., Christina Hall, Matthew Hayward, Richard Heftel, Stephen Holt, Joshua Madsen, William David Marino, Dorothy Monahan, Dina Morris, Alison Pauk, Daniel Percy, Catherine Senkle, Diane Spell, Margaret ("Margo") Stack, Marilyn Stangeland, Eric Thomas, David & Leslie Weidner, Natalie Wilbur, and Michael Perry.

- i. "Final Approval" shall mean 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 House of Raeford with prejudice from the Action.
- j. "Final Judgment" shall mean the first date upon which both of the following conditions shall have been satisfied: (a) 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. "Parties" shall mean EUCPs and House of Raeford.
- l. "Preliminary Approval" shall mean 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 EUCPs, 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" shall mean 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" shall mean the class defined in Paragraph 6 below.
- q. "Settlement Fund" shall mean the \$4,500,000 (four million five hundred thousand U.S. dollars) amount House of Raeford 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 shall cooperate in good faith and use their best efforts to seek the Court's Preliminary Approval and Final Approval of the Settlement Agreement.

3. Authentication and Admissibility. House of Raeford agrees to use reasonable efforts to authenticate and provide foundation for admissibility of up to five (5) documents and/or things produced in the Action that are listed on Plaintiffs' Exhibit List where they can do so in good faith, whether by declaration or affidavit, as may be necessary for the EUCP Trial.

4. Litigation Standstill. EUCPs shall immediately suspend all proceedings and activities with respect to House of Raeford in the Action pending approval of the Settlement Agreement, and will neither pursue live testimony from any current or former House of Raeford employees for any EUCP trial nor publicly comment on the unavailability of any such witnesses in any EUCP trial. The EUCPs agree that any expert retained by them will not testify or submit a report on behalf of any other plaintiff or in any trial within these consolidated proceedings other than a trial in which the EUPCs are a party. Aside from that limitation, House of Raeford shall not take the position that Plaintiffs' references to House of Raeford at any EUCP trial, including as unnamed co-conspirator or other Agri Stats Participant for purposes of that trial, violate this Settlement Agreement. Similarly, House of Raeford shall immediately cease all participation in EUCP pretrial proceedings other than reporting to the Court on the status of the Settlement Agreement. House of Raeford shall not further participate in the preparation for any EUCP trial, including voluntarily providing witness testimony, or assisting in the analysis, negotiation, or briefing of evidentiary issues relating specifically to any EUCP trial. House of Raeford may participate in motions, hearings, and other proceedings insofar as they address any issues beyond the scope of any EUCP trial. House of Raeford's individual expert shall not testify on behalf of

House of Raeford or any other defendant at any EUCP trial. This paragraph does not preclude testimony at the EUCP Trial by any expert(s) jointly retained by House of Raeford and a Defendant remaining in any EUCP trial, but neither House of Raeford nor its outside counsel may assist the expert or remaining Defendants' counsel with preparing such expert(s) to testify at any EUCP trial. None of the foregoing provisions shall be construed to prohibit or limit House of Raeford from defending itself against the claims of non-settling plaintiffs in these consolidated proceedings. To the extent there is any ambiguity or disagreement about the meaning of the foregoing provisions in this Section 4, the Parties shall meet and confer and attempt to resolve that issue in good faith before presenting any such dispute to the Court.

5. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs shall 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 Lead Counsel to House of Raeford for its review. To the extent that House of Raeford objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

6. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this settlement, EUCPs shall seek, and House of Raeford shall take no position with respect to, appointment of Lead Counsel as Settlement Class Counsel for purposes of this settlement and certification in the Action of the following Settlement Class:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cutup birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed



as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

The period from and including January 1, 2012 until July 31, 2019 refers to and shall mean the “Settlement Class Period.” Class members will be given a new opportunity to be excluded from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4), to the extent and on such terms as are set forth in the Preliminary Approval order of the Court.

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

- a. To the extent reasonably practicable, individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor House of Raeford 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. House of Raeford shall not object to Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$375,000 (three hundred seventy-five thousand U.S. dollars) to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement

Agreement, provided that Plaintiffs will make their best efforts to share the costs of notice among other Defendants whose settlements are covered by the notice in proportion to the amount of the Settlement Fund for each such Defendant.

- d. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible. Any costs of notice that Lead Counsel are permitted to withdraw from the Settlement Fund and that already have expended for notices, 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.

8. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and certifies the Settlement Class, then EUCPs, through 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 Lead Counsel to House of Raeford for its review. To the extent that House of Raeford objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about 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 House of Raeford in all class action complaints asserted by EUCPs;
- d. Discharging and releasing House of Raeford Released Parties from all Released Claims;
- e. Enjoining EUCPs and members of the Settlement Class from suing any of the House of Raeford Released Parties for any of the Released Claims;
- f. Confirming that House of Raeford has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 5171 1, *et seq.*
- 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 House of Raeford shall be final and appealable and entered forthwith.

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

9. Escrow Account. The Escrow Account shall be administered by Lead Counsel for the EUCPs and Settlement Class under the Court's continuing supervision and control pursuant to the Escrow Agreement.

10. Settlement Consideration. In consideration for the release of Released Claims and the dismissal of the Action, within 30 days of the Court's grant of Preliminary Approval, House of Raeford shall pay or cause to be paid \$4,500,000 (four million five hundred thousand U.S. dollars), into the Escrow Account.

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, 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 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. 1.468B-1. 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. § 468B-2(k), (l)). 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. House of

Raeford 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 House of Raeford Released Parties for the Released Claims, and shall not be entitled to any other payment or relief from the House of Raeford 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. EUCPs, 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. The House of Raeford Released Parties shall not be liable for any costs, fees, or expenses of any of EUCPs' and 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 EUCPs. Subject to Lead Counsel's sole discretion as to timing, Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the EUCPs to be paid from the of the Settlement Fund. House of Raeford shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund. Within 15 days after any order by the Court awarding attorneys' fees, expenses, or class representative service awards, the Escrow Agent shall pay the approved attorneys' fees, expenses, and service award via wire transfer from the Settlement Fund as directed by Settlement Class Counsel in accordance with and attaching the Court's order. In the event the Settlement is not preliminary or finally approved by the Court, or



the amount of attorneys' fees, expenses, or service awards is reversed or modified, Settlement Class Counsel will cause all funds in the escrow account including any interest accrued to be returned to House of Raeford, except for any funds authorized by the Court and used for notice purposes in accordance with Paragraph 7(c) hereof.

14. Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the House of Raeford 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action. (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than the House of Raeford Released Parties; (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, or product defect; or (iii) damages claims under the state or local laws of any jurisdiction other than a Repealer Jurisdiction. This reservation of claims set forth in (i), (ii)

and (iii) of this paragraph does not impair or diminish the right of the House of Raeford 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 House of Raeford 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 House of Raeford 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 (providing, "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.") and Section 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.") 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 or Section 20-7-11 of the

South Dakota Codified Laws. 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. 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.

17. This Settlement Agreement shall constitute a binding, enforceable agreement as to the terms contained herein when executed.

18. Option to Terminate. Lead Counsel shall provide a list of those Persons, if any, who have filed a request to opt out of any of the Settlement Class (the "Opt Outs") to counsel for House of Raeford within twenty (20) days of the deadline set by the Court for opting out of the Settlement Class. House of Raeford will have sole discretion to rescind the Settlement Agreement if the requests to opt out of the Settlement Agreement exceed 1,000 claimants

19. Effect of Disapproval or Rescission. 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 8 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(j) of this Settlement Agreement, then this Settlement Agreement may be cancelled and terminated by House of Raeford, or by EUCPs 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 7(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 House of Raeford and the Parties' position shall be returned to the status quo ante.

20. 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.

21. 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 4, 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 House of Raeford 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 House of Raeford 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.

22. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, House of Raeford, 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 EUCPs' Lead Counsel that such notices have been served.

23. Costs Relating to Administration. The House of Raeford Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Funds.

24. 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 House of Raeford 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 EUCPs 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.

25. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any House of Raeford 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 House of Raeford Released Party.

26. 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.

27. Admissible in Case of Dispute. 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, including as evidence of the Release granted herein.

28. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) email and (2) 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 EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to House of Raeford Farms, Inc., to:

Henry W. Jones, Jr.  
JORDAN PRICE WALL GRAY JONES & CARLTON, PLLC  
1951 Clark Avenue  
Raleigh, North Carolina 27605  
Telephone: (919) 828-2501  
hjones@jordanprice.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.

29. 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 House of Raeford Released Party.

30. No Third-Party Beneficiaries. Except as provided in Paragraph 36, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a House of Raeford Released Party, EUCP, member of the Settlement Class, or Lead Counsel.

31. 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.

32. 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.

33. 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.

34. Integrated Agreement. This Settlement Agreement (including all Exhibits) comprise 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, including without



limitation the Settlement Term Sheet dated June 28, 2024. 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.

35. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

36. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation. However House of Raeford and EUCPs can inform other parties to this Action that they have reached a settlement agreement, the amount of the Settlement Fund, and the terms of the cooperation provided for in this Settlement Agreement. Notwithstanding anything in the Settlement Agreement, House of Raeford can disclose this Settlement Agreement to parties to the Defendants' Agreement (as defined below).

37. Qualified Settlement. EUCPs have been provided with a copy of the agreement entered into by defendants dated February 25, 2020 (hereinafter referred to as "Defendants' Judgment Sharing Agreement"). The defined terms in Defendants' Judgment Sharing Agreement shall have the same meaning when used in this Settlement Agreement. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs shall reduce the dollar amount collectable from the parties to the Defendants' Judgment Sharing Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of House of Raeford, calculated pursuant to Section 4 and Exhibits A and B of Defendants'

Agreement (as illustrated by the Appendix to Defendants' Agreement) as if House of Raeford had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants' Judgment Sharing 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 16 or inconsistency between this Settlement Agreement and the Defendants' Judgment Sharing Agreement shall be resolved in favor of the Defendants' Judgment Sharing Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Judgment Sharing Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to the long-form settlement agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: August 9, 2024

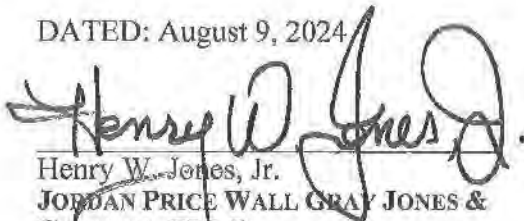


Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: August 9, 2024



Henry W. Jones, Jr.  
**JORDAN PRICE WALL GRAY JONES &  
CARLTON, PLLC**  
1951 Clark Avenue  
Raleigh, North Carolina 27605  
Telephone: (919) 828-2501  
hjones@jordanprice.com

*Counsel for House of Raeford Farms, Inc.*



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co-Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*



# **EXHIBIT D**

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION

No. 1:16-cv-08637-TMD-JG

This Document Relates To:

Hon. Judge Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND KOCH FOODS INCORPORATED, JCG FOODS OF ALABAMA LLC, JCG  
FOODS OF GEORGIA LLC AND KOCH MEAT CO., INC.**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of the 10th day of September, 2024 (“Execution Date”) by and between the End User Consumer Plaintiffs (“EUCPs,” as defined below), on behalf of themselves and members of the proposed Settlement Class (collectively, EUCPs and members of the proposed Settlement Class are sometimes referred to as “Plaintiffs”) through Co-Lead Counsel (as defined below) for the proposed Settlement Class, and Koch Foods Incorporated, JCG Foods of Alabama LLC, JCG Foods of Georgia LLC, and Koch Meat Co., Inc. (collectively referred to as “Settling Defendant” or “Koch”) in the above captioned action (the “Action”).

WHEREAS, on December 16, 2016, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCPs' motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.<sup>1</sup>

WHEREAS, the Court appointed Lead Counsel to represent the certified class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Koch in any way arising out of or relating in any way to the indirect purchase of chicken products by the Settlement Class that were produced, processed or sold by Koch or any of the Defendants, their alleged co-conspirators or other Agri Stats participants;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations, including via mediation, on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, EUCPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of Plaintiffs to enter into this Settlement Agreement with Koch to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class, and, further, that this Settlement

---

<sup>1</sup> Any terms in the quoted class definition have the meaning ascribed in the Court's order granting class certification in Docket Number 5644. For the avoidance of doubt, the "Repealer Jurisdictions" are: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, and Wisconsin.

Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Settlement Class;

WHEREAS, Koch, notwithstanding that it asserts that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it would prevail at trial, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, to avoid the risks inherent in litigation and trial, and to put this controversy to rest;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the Parties that the claims of the EUCPs be settled and compromised, and dismissed on the merits with prejudice as to Koch subject to Court approval and that Koch and the other Koch Released Parties (as defined below) 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. “Koch Released Parties” shall mean Koch (as defined above) together with any and all of Koch’s past, present, and future direct and indirect corporate parents (including holding companies), subsidiaries, related entities, Affiliates (including without limitation, any Affiliates named as alleged co-conspirators), joint ventures, predecessors, successors, and assigns, and each of their respective past, present, and future direct and indirect divisions, departments, officers, directors, employees, trustees, partners,

managing directors, shareholders, managers, members, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, heirs, and legal or other representatives, including but not limited to, Joe Grendys, Mark Kaminsky and Lance Buckert. Notwithstanding the foregoing, “Koch Released Parties” does not include any Defendant other than Koch named by EUCPs in the Action, either explicitly or as a third-party beneficiary.

- b. “Affiliate” means with respect to any person, entity or company, any person, entity or company that, directly or indirectly, controls, is controlled by or is under common control with such person, entity or company.
- c. “Broilers” shall mean the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.
- d. “Complaint” shall mean the EUCPs’ Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- e. “Court” shall mean the United States District Court for the Northern District of Illinois.
- f. “Defendants” shall mean those defendants named in the Complaint.
- g. “Escrow Account” shall mean the escrow account established with the escrow agent to receive and maintain funds contributed by Koch for the benefit of the Settlement Class.

- h. “Escrow Agreement” shall mean that certain agreement between the escrow agent that holds the Settlement Fund and EUCPs (by and through Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the Settlement Class, as set forth in Paragraphs 10 and 11 below.
- i. “EUCPs” shall mean Ian Adams, Angela Ashby, Linda Cheslow, Kenneth Cote, Kristin Davis, Abraham Drucker, James Flasch, Jr., Christina Hall, Matthew Hayward, Richard Heftel, Stephen Holt, Joshua Madsen, William David Marino, Dorothy Monahan, Dina Morris, Alison Pauk, Daniel Percy, Catherine Senkle, Diane Spell, Margaret (“Margo”) Stack, Marilyn Stangeland, Eric Thomas, David & Leslie Weidner, Natalie Wilbur, and Michael Perry.
- j. “Final Approval” shall mean 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 Koch with prejudice from the Action.
- k. “Final Judgment” shall mean the first date upon which both of the following conditions shall have been satisfied: (a) 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.

- l. “Lead Counsel” or “Co-Lead Counsel” shall mean the respective attorneys of record for EUCPs in the Action from Hagens Berman Sobol Shapiro LLP and Cohen Milstein Sellers & Toll, PLLC.
- m. “Parties” shall mean Plaintiffs and Koch.
- n. “Preliminary Approval” shall mean an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- o. “Released Claims” shall have the meaning set forth in Paragraph 15 of this Settlement Agreement.
- p. “Releasing Party” or “Releasing Parties” shall refer individually and collectively to the Settlement Class and all members of the Settlement Class (i.e., Plaintiffs), including: the EUCPs, each on behalf of themselves and their respective predecessors and successors; their present 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, and 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.

- q. “Settlement Administrator” shall mean 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” shall mean the class defined in Paragraph 7 below.
- s. “Settlement Fund” shall mean the \$5,000,000 (five million U.S. dollars) amount Koch 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 10 and 11 below.

2. The Parties’ Efforts to Effectuate this Settlement Agreement. The Parties shall cooperate in good faith and use their reasonable best efforts to seek the Court’s Preliminary Approval and Final Approval of the Settlement Agreement, without modification to any of its material terms and conditions.

3. Cooperation: Koch agrees to comply with the Joint Stipulation Concerning Trial Documents as filed with the Court on July 15, 2024. (ECF 7333-1.) To the extent necessary, Koch agrees to use reasonable efforts to authenticate and provide foundation for admissibility of up to 50 documents and/or things produced in the Action where they can do so in good faith, whether by declaration or affidavits as may be necessary for the Action. The cooperation obligations set forth in this Paragraph regarding authentication and admissibility shall be the full extent of any



further obligations by Koch or any of its past or present officers, directors, employees, or agents to provide evidence in, or otherwise cooperate in connection with, the September 4, 2024 Trial (regardless of the date on which such trial proceeds or concludes). Among other things, and for avoidance of doubt, EUCPs waive their right to issue or enforce any trial subpoenas to Koch or any of its past or present officers, directors, employees or agents.

4. Non-disparagement: The Parties agree they will not disparage one another or their claims or defenses, such as by making public statements to the media that disparage either of the Parties or their conduct in connection with the Action. For the avoidance of doubt, the Parties agree that statements made in the Action in court filings, arguments, hearings, and trial are not subject to this provision.

5. Litigation Standstill. Except as provided for in Section 3 (Cooperation) of this Settlement Agreement, the EUCPs shall immediately suspend all proceedings and activities with respect to Koch in the Action pending approval of the Settlement Agreement. Koch shall not take the position that Plaintiffs' references to Koch at any EUCP trial, including as unnamed co-conspirator or other Agri Stats Participant for purposes of that trial, violate this Settlement Agreement. Similarly, except as provided for in Section 3 (Cooperation) of this Settlement Agreement, Koch shall immediately cease all participation in pre-trial proceedings. Koch shall not provide any cooperation for the remaining Defendants in any EUCP trial, including voluntarily providing witness testimony, participating in or assisting in the preparation for, or trial of, any EUCP trial, or assisting in the analysis, negotiation, or briefing of evidentiary issues relating to any EUCP trial. Koch's individual expert shall not testify on behalf of Koch or any other Defendant at any EUCP trial. Nothing in this section will preclude Koch from defending against claims brought by the Track Two Parties. This Paragraph does not preclude an expert(s) jointly retained

before February 21, 2022 (i.e., the date Defendants served their merits reply reports) by Koch and a Defendant remaining in any EUCP trial, but neither Koch nor its outside counsel may assist the expert or remaining Defendants' counsel in any way whatsoever with preparing such expert(s) to testify. To the extent there is any ambiguity or disagreement about what that means, the Parties shall meet and confer and attempt to resolve that issue in good faith.

6. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs shall 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 Lead Counsel to Koch for its review. To the extent that Koch objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

7. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this settlement, EUCPs shall seek, and Koch shall take no position with respect to: (a) appointment of Lead Counsel as Settlement Class Counsel for purposes of this settlement and (b) certification in the Action of the following Settlement Class:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cutup birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

The period from and including January 1, 2012 until July 31, 2019 refers to and shall mean the “Settlement Class Period.” Settlement Class members will be given an opportunity after

Preliminary Approval of this Settlement Agreement to be excluded from the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(e)(4).

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

- a. To the extent reasonably practicable, individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor Koch 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. Koch shall not object to Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$300,000 (three hundred thousand U.S. dollars) to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement Agreement.
- d. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class

once for multiple settlements and that notice costs are kept as low as possible. Any costs of notice that Lead Counsel are permitted to withdraw from the Settlement Fund and that already have expended for notices, 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.

9. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and certifies the Settlement Class, then EUCPs, through Lead Counsel, and 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 Lead Counsel to Koch for its review. To the extent that Koch objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about 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 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 Koch in all class action complaints asserted by EUCPs, without further costs or fees;
- d. Discharging and releasing the Koch Released Parties from all Released Claims;
- e. Enjoining Plaintiffs and members of the Settlement Class from suing any of the Koch Released Parties for any of the Released Claims;
- f. Confirming that Koch has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 5171 1, *et seq.*
- 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 Koch shall be final and appealable and entered forthwith.

10. Escrow Account. The Escrow Account shall be administered by Lead Counsel for the EUCPs and the Settlement Class under the Court's continuing supervision and control pursuant to the Escrow Agreement.

11. Settlement Consideration. In consideration for the release of Released Claims and the dismissal of the Action with prejudice, and the other material terms and conditions herein, within 30 days of the Court's grant of Preliminary Approval, or after Lead Counsel have provided wire instructions to Koch, whichever occurs later, Koch shall pay or cause to be paid \$5,000,000 (five million U.S. dollars) into the Escrow Account.

12. 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, Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 12, 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 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. 1.468B-1. 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. § 468B-2(k), (l)). 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. Koch shall not be responsible for the filing or payment of any taxes or expenses connected to the Settlement Fund.

13. Distribution of Settlement Fund to Settlement Class. EUCPs, members of the Settlement Class and their counsel 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 Koch Released Parties and shall not be entitled to any other payment or relief from the Koch 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. EUCPs,

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. The Koch Released Parties shall not be liable for any costs, fees, or expenses of any of Plaintiffs' and 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.

14. Fee Awards Costs and Expenses and Incentive Payments to EUCPs: Subject to Lead Counsel's sole discretion as to timing, Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the EUCPs to be paid from the Settlement Fund. Koch shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund. Within 15 days after any order by the Court awarding attorneys' fees, expenses, or class representative service awards, the Escrow Agent shall pay the approved attorneys' fees, expenses, and service awards via wire transfer from the Settlement Fund as directed by Settlement Class Counsel (as referenced in Paragraph 7 above) in accordance with and attaching the Court's order. In the event the Settlement Agreement is not preliminary or finally approved by the Court, Settlement Class Counsel will cause all funds in the Escrow Account including any interest accrued to be returned to Koch, except for any funds used for notice purposes, and the Parties' position shall be returned to the status quo ante.

15. Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the Koch Released Parties from any and all claims, demands, actions, suits, and 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, 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, demands, actions, causes of action, injuries, losses, damages (including but not limited to treble or punitive damages, interest, and attorney's or professional's fees, costs and expenses), and whether in tort, in contract, or otherwise, and the consequences thereof, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to or referred to in the Action, or the subject matter of the Action, or arising from or related to the factual predicate of the Action (the "Released Claims"). For the avoidance of doubt, "Released Claims" includes all claims that have been asserted, or could have been asserted, in the Action against the Koch Released Parties, including all claims in any way arising out of or relating to the indirect purchase of chicken products produced, processed or sold by Koch, or any of the other Defendants, or alleged co-conspirators or other Agri Stats participants. Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than the Koch Released Parties; or (ii) any claims wholly unrelated to the allegations in the Action that are based on breach of contract (except such breaches relating to anticompetitive actions and/or unfair or inflated pricing), any negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, or product defect. This reservation of claims set forth in (i) or (ii) of this Paragraph does not impair or diminish the right of the Koch 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 Koch 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 Koch Released Parties arising out of or relating to the Released Claims.

16. Further Release. In addition to the provisions of Paragraph 15, 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 (providing, “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.”) and Section 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.”) 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 15, but each Releasing Party hereby

expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, foreseen or unforeseen, suspected or unsuspected, actual, contingent or non-contingent, or liquidated or unliquidated, claim that the Releasing Parties have agreed to release pursuant to Paragraph 15, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of (without limitation) unknown, unanticipated, unsuspected, unforeseen, contingent, unliquidated and unaccrued losses or claims is contractual, and not a mere recital.

17. Full Release. The Released Claims and the provisions of Paragraphs 15 and 16 shall be interpreted as broadly as possible and to the fullest extent permitted by law and constitute a full and final release by the Releasing Parties of the Koch Released Parties for the Released Claims.

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

19. Complete Defense. If any of the Releasing Parties hereafter sues any of the Koch Released Parties (or brings an arbitration) for any of the Released Claims, this Settlement Agreement, when pleaded, shall be and constitute a complete defense and bar thereto.

20. Ownership of Claims. Each of the EUCPs represents and warrants that he, she or it is the sole owner of any and all claims that he, she or it has or ever had against any of the Koch Released Parties and that he, she or it has not sold, assigned, or in any way encumbered any such claims, in whole or in part, to any person or party.

21. Covenant Not to Sue. Plaintiffs covenant not to sue any of the Koch Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of or relating to 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.

22. Option to Terminate. Lead Counsel shall provide a list of those Persons, if any, who have filed a request to opt out of the Settlement Class (the “Opt Outs”) to counsel for Koch within twenty (20) calendar days after the deadline set by the Court for opting out of the Settlement Class. Koch will have sole discretion to rescind the Settlement Agreement if the requests to opt out of the Settlement Agreement exceed 1,000 claimants.

23. Effect of Disapproval or Rescission. 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 9 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, or if this Settlement Agreement is terminated pursuant to Paragraph 22, then this Settlement Agreement may be rescinded, cancelled or terminated:

- a. with respect to Paragraph 22, solely by Koch, or
- b. otherwise, by Koch or EUCPs 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 pursuant to Paragraph 8(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 Koch and the Parties’ position shall be returned to the status quo ante. In no way shall EUCPs have the right to rescind, cancel or terminate this

Settlement Agreement if (without limitation) the Court fails or refuses to grant the requested attorneys' fees, any costs or any awards to EUCPs.

24. Choice of Law and Dispute Resolution. Any disputes relating to the Settlement Agreement shall be governed by Illinois law without regard to its 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.

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 applicability of this Settlement Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraph 15 or 16, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 15 or 16 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 15 or 16 are asserted by any Koch 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 Koch 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.

26. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for Preliminary Approval, Koch, 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 EUCPs' Lead Counsel that such notices have been served. Lead Counsel shall provide to Koch such assistance as is reasonably necessary and such information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

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

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 Koch Released Parties. Without limiting the generality of the foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant, representation, warranty, and agreement herein by the EUCPs (except their representations and warranties in Paragraph 20) 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 Koch 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 Koch 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. Admissible in Case of Dispute: 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, including as evidence of the Release granted herein.

32. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) by email and (2) 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 (2) (a), (b) or (c) shall be addressed:

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

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
steve@hbsslaw.com

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

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
bjohnson@cohenmilstein.com

If directed to Koch, to:

Stephen Novack  
Stephen J. Siegel  
Elizabeth C. Wolicki  
ARMSTRONG TEASDALE LLP  
100 North Riverside Plaza  
Chicago, IL 60606  
snovack@atllp.com  
ssiegel@atllp.com  
ewolicki@atllp.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.

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

34. No Third-Party Beneficiaries. Except as provided in Paragraph 43, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Koch Released Party, EUCP, member of the Settlement Class, or 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, including but not limited to this Paragraph, 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.

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 Party based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties.

39. No Reliance. Each Party represents and warrants that, in entering into this Settlement Agreement, he, she or it has not relied on any representation by or on behalf of any other Party, other than those representations expressly set forth in writing in this Settlement Agreement.

40. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

41. Intent to be Bound. Each Party represents and warrants that it has read and understands this Settlement Agreement and that it intends to be legally bound thereby.

42. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation. However, Koch and EUCPs can inform other parties to this Action that they have reached a settlement agreement, the amount of the settlement, and the cooperation terms provided for in this Settlement Agreement. The Parties agree that they will confine their public comments, if any, concerning this settlement to no more than essentially the following: “The Parties have agreed to resolve and have settled this matter.” Koch may also provide a copy of this Settlement Agreement to all parties to the Defendants’ Judgment Sharing Agreement (defined below) and to Koch’s lenders, accountants and financial advisors.

43. Qualified Settlement: EUCPs have been provided with a copy of the agreement entered into by defendants dated February 25, 2020 (hereinafter referred to as “Defendants’ Judgment Sharing Agreement”). The defined terms in Defendants’ Judgment Sharing Agreement shall have the same meaning when used in this Settlement Agreement. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs shall reduce the dollar amount collectable from the parties to the Defendants’ Judgment Sharing Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Koch, calculated pursuant to Section 4 and Exhibits A and B of Defendants’ Judgment Sharing Agreement (as illustrated by the Appendix to Defendants’ Judgment Sharing Agreement) as if Koch had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants’ Judgment Sharing 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 43 or inconsistency between this Settlement Agreement and the Defendants’ Judgment Sharing Agreement shall be resolved in favor of the Defendants’ Judgment Sharing Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. EUCPs 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 EUCPs’ attorneys for payment of attorneys’ fees. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants’ Judgment Sharing Agreement and to effectuate the intent of the parties to the Defendants’ Judgment Sharing Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any

amendments to the long-form settlement agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

**[The remainder of this page is intentionally left blank.]**

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

DATED: September 10, 2024

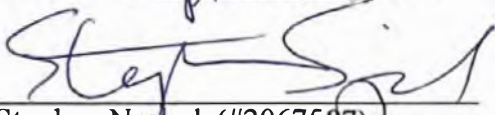


Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
Breanna Van Engelen  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com  
breannav@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: September 10, 2024



Stephen Novack (#2067587)  
Stephen J. Siegel (#6209054)  
Elizabeth C. Wolicki (#6297990)  
**ARMSTRONG TEASDALE LLP**  
100 North Riverside Plaza  
Chicago, IL 60606  
Telephone: (312) 419-6900  
snovack@atllp.com  
ssiegel@atllp.com  
ewolicki@atllp.com

*Counsel for Defendants Koch Foods Incorporated,  
JCG Foods of Alabama LLC,  
JCG Foods of Georgia LLC, and Koch Meat Co.,  
Inc.*



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

# **EXHIBIT E**

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION

No. 1:16-cv-08637-TMD-JG

This Document Relates To:

Hon. Judge Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND MOUNTAIRE**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of the 22nd of August, 2024 (“Execution Date”) by and between the End User Consumer Plaintiffs (“EUCPs” or “Plaintiffs”) through Co-Lead Counsel for the proposed Settlement Class (as hereinafter defined), and Mountaire Farms Inc., Mountaire Farms, LLC and Mountaire Farms of Delaware, Inc. and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments (collectively referred to as “Settling Defendant” or “Mountaire”) in the above captioned action (the “Action”).

WHEREAS, on December 16, 2016, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCP's motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.<sup>1</sup>

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Mountaire in any way arising out of or relating in any way to the indirect purchase of Broilers by the Settlement Class that were produced, processed or sold by Mountaire or any of the Defendants or their alleged co-conspirators;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, EUCPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of EUCPs to enter into this Settlement Agreement with Mountaire to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class, and, further, that this Settlement

---

<sup>1</sup> Any terms in the class definition have the meaning ascribed in the Court's order granting class certification in Docket Number 5644. For the avoidance of doubt and solely for purposes of this settlement, the "Repealer Jurisdictions" has the meaning ascribed in the Court's order granting class certification in Docket Number 5644: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee; Utah, and Wisconsin.

Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Settlement Class;

WHEREAS, Mountaire, notwithstanding that it strenuously denies the EUCP's allegations, and states that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it would prevail at trial, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, to avoid the risks inherent in litigation and trial, and to put this controversy to rest;

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 EUCPs be settled and compromised, and dismissed on the merits with prejudice as to Mountaire 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. "Mountaire Released Parties" shall mean Mountaire Farms Inc., Mountaire Farms, LLC, Mountaire Farms of Delaware, Inc. and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments. Notwithstanding the foregoing, "Mountaire Released Parties" does not include any Defendant other than Mountaire named by EUCPs in the Action, either explicitly or as a third-party beneficiary.



- b. “Broilers” shall mean the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.
- c. “Complaint” shall mean the EUCPs’ Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. “Court” shall mean the United States District Court for the Northern District of Illinois.
- e. “Defendants” shall mean those defendants named in the Complaint.
- f. “Escrow Account” shall mean the escrow account established with the escrow agent to receive and maintain funds contributed by Mountaire for the benefit of the Settlement Class.
- g. “Escrow Agreement” shall mean that certain agreement between the escrow agent that holds the Settlement Fund and EUCPs (by and through 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.
- h. “Final Approval” shall mean 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 Mountaire with prejudice from the Action.

- i. “Final Judgment” shall mean the first date upon which both of the following conditions shall have been satisfied: (a) 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.
- j. “Preliminary Approval” shall mean an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- k. “Released Claims” shall have the meaning set forth in Paragraph 13 of this Settlement Agreement.
- l. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the EUCPs, 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.

- m. “Settlement Administrator” shall mean 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.
- n. “Settlement Class” shall mean the class defined in Paragraph 5 below.
- o. “Settlement Fund” shall mean the \$3,000,000 (three million U.S. dollars) amount Mountaire 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 shall 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. The EUCPs shall immediately suspend all proceedings and activities with respect to Mountaire in the Action pending approval of the Settlement Agreement. Mountaire shall not take the position that Plaintiffs’ references to Mountaire at any EUCP trial,

including as unnamed co-conspirator or other Agri Stats Participant for purposes of that trial, violate this agreement. Similarly, except as provided for in Section 15 (Cooperation) of this Settlement Agreement, Mountaire shall immediately cease all participation in pre-trial proceedings. Mountaire shall not provide any cooperation for the remaining defendants in any EUCP trial, including voluntarily providing witness testimony, participating in or assisting in the preparation for, or trial of, any EUCP trial, assist in the analysis, negotiation, or briefing of evidentiary issues relating to any EUCP trial. Mountaire's individual expert shall not testify on behalf of Mountaire or any other defendant at any EUCP trial. This paragraph does not preclude an expert(s) jointly retained before February 21, 2022 (i.e., the date Defendants served their merits reply reports) by Mountaire and a Defendant remaining in any EUCP trial, but neither Mountaire nor its outside counsel may assist the expert or remaining Defendants' counsel in any way whatsoever with preparing such expert(s) to testify. To the extent there is any ambiguity or disagreement about what that means, the Parties shall meet and confer and attempt to resolve that issue in good faith.

4. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs shall 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 Lead Counsel to Mountaire for its review. To the extent that Mountaire objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

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

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

The period from and including January 1, 2012 until July 31, 2019 refers to and shall mean the “Settlement Class Period.” Class members will be given a new opportunity to be excluded from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4).

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

- a. To the extent reasonably practicable, individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor Mountaire 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. Mountaire shall not object to Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$250,000 (two hundred fifty thousand U.S. dollars) to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement Agreement.
- d. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible. Any costs of notice that Lead Counsel are permitted to withdraw from the Settlement Fund and that already have been expended for notices, 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 EUCPs, through 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 Lead Counsel to Mountaire for its review. To the extent that Mountaire objects to any aspect of the motion, it shall communicate such objection to Lead

Counsel and the parties shall meet and confer about 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 Mountaire in all class action complaints asserted by EUCPs;
- d. Discharging and releasing Mountaire Released Parties from all Released Claims;
- e. Enjoining EUCPs and members of the Settlement Class from suing any of the Mountaire Released Parties for any of the Released Claims;
- f. Confirming that Mountaire has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 5171 1, *et seq.*
- 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 Mountaire 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 Lead Counsel for the EUCPs 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 30 days of the Court's grant of Preliminary Approval, Mountaire shall pay or cause to be paid \$3,000,000 (three million U.S. dollars), into the Escrow Account.

10. 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, Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 10, 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 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. 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. § 468B-2(k),



(l)). 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. Mountaire shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

11. 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 Mountaire Released Parties for the Released Claims, and shall not be entitled to any other payment or relief from the Mountaire 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. EUCPs, 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. The Mountaire Released Parties shall not be liable for any costs, fees, or expenses of any of EUCPs' and 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.

12. Fee Awards Costs and Expenses and Incentive Payments to EUCPs: Subject to Lead Counsel's sole discretion as to timing, Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the EUCPs to be paid from the of the Settlement Fund. Mountaire shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund. Within 15 days after any order by the Court awarding attorneys' fees, expenses, or class representative service awards, the Escrow Agent shall pay the approved attorneys' fees, expenses, and service award via wire transfer from the

Settlement Fund as directed by Settlement Class Counsel in accordance with and attaching the Court's order. In the event the Settlement is not preliminary or finally approved by the Court, Settlement Class Counsel will cause all funds in the escrow account including any interest accrued to be returned to Mountaire, except for any funds used for notice purposes, and the Parties' position shall be returned to the status quo ante.

13. Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the Mountaire 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action. (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than the Mountaire Released Parties; (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, or product defect. This reservation of claims set forth in (i) and (ii) of this paragraph does not impair

or diminish the right of the Mountaire 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 Mountaire 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 Mountaire Released Parties arising out of or relating to the Released Claims.

14. Further Release. In addition to the provisions of Paragraph 13, 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 (providing, “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.”) and Section 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.”) 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 13, 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 13, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. Cooperation: Cooperation by Mountaire is a material term of the Settlement Agreement and shall include the following categories of cooperation. To the extent necessary, Mountaire agrees to use reasonable efforts to authenticate and provide foundation for admissibility of up to 50 documents and/or things produced in the Action where it can do so in good faith, whether by declaration or affidavits as may be necessary for the Action.

16. Non-disparagement: The Parties agree they will not disparage one another or their claims or defenses, such as by making public statements to the media that disparage either of the Parties or their conduct in connection with the Action.

17. Binding Agreement. This Settlement Agreement shall constitute a binding, enforceable agreement as to the terms contained herein when executed.

18. Option to Terminate. Lead Counsel shall provide a list of those Persons, if any, who have filed a request to opt out of any of the Settlement Class (the “Opt Outs”) to counsel for Mountaire within twenty (20) days of the deadline set by the Court for opting out of the Settlement Class. Mountaire will have sole discretion to rescind the Settlement Agreement if the requests to opt out of the Settlement Agreement exceed 1,000 claimants.

19. Effect of Disapproval or Rescission. 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(j) of this Settlement Agreement, or if this Settlement Agreement is terminated pursuant to Paragraph 18, then this Settlement Agreement may be cancelled and terminated:

- a. solely by Mountaire with respect to Paragraph 18, or
- b. otherwise by Mountaire or EUCPs 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 Mountaire and the Parties' position shall be returned to the status quo ante.

20. 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.

21. 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 13 or 14, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 13 or 14 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 13 or 14 are asserted by any Mountaire 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 Mountaire 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.

22. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Mountaire, 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 EUCPs' Lead Counsel that such notices have been served.

23. Costs Relating to Administration. The Mountaire Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Funds.

24. 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 Mountaire 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 EUCPs 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.

25. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Mountaire 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 Mountaire Released Party.

26. 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.

27. Admissible in Case of Dispute: 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, including as evidence of the Release granted herein.

28. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given by (1) email and (2) 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 EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to Mountaire, to:

Amanda K. Wofford  
Mountaire Corporation  
1901 Napa Valley Drive  
Little Rock, AR 72221

Lawrence Harris Heftman  
Kylie S. Wood  
ARENTFOX SCHIFF LLP  
233 South Wacker Drive, Suite 7100  
Chicago, IL 60606

Bourgon Reynolds  
ROSE LAW FIRM  
5100 W JB Hunt Dr #900  
Rogers, AR 72758

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.



29. 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 Mountaire Released Party. This Settlement Agreement shall not be used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

30. No Third-Party Beneficiaries. Except as provided in Paragraph 37, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Mountaire Released Party, EUCP, member of the Settlement Class, or Lead Counsel.

31. 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.

32. 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.

33. 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.

34. 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.

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

36. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation.

37. Qualified Settlement: EUCPs have been provided with a copy of the agreement entered into by defendants dated February 25, 2020 (hereinafter referred to as “Defendants’

Judgment Sharing Agreement”). The defined terms in Defendants’ Judgment Sharing Agreement shall have the same meaning when used in this Settlement Agreement. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs shall reduce the dollar amount collectable from the parties to the Defendants’ Judgment Sharing Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Mountaire, calculated pursuant to Section 4 and Exhibits A and B of Defendants’ Agreement (as illustrated by the Appendix to Defendants’ Agreement) as if Mountaire had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants’ Judgment Sharing 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 or inconsistency between this Settlement Agreement and the Defendants’ Judgment Sharing Agreement shall be resolved in favor of the Defendants’ Judgment Sharing Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. EUCPs 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 EUCPs’ attorneys for payment of attorneys’ fees. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants’ Judgment Sharing Agreement and to effectuate the intent of the parties to the Defendants’ Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to the long-form settlement agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: August 22, 2024



---

Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

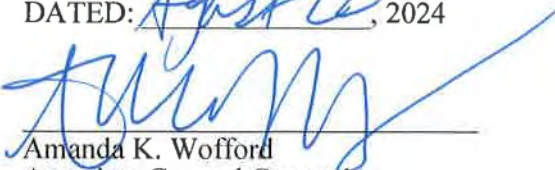


---

Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: April 22, 2024

  
Amanda K. Wofford  
Associate General Counsel  
Mountaire Corporation  
1901 Napa Valley Drive  
Little Rock, AR 72221  
awofford@mountaire.com

Lawrence Harris Heftman  
Margaret A. Hickey  
Kylie S. Wood  
ARENTFOX SCHIFF LLP  
233 South Wacker Drive, Suite 7100  
Chicago, IL 60606  
Telephone: (312) 258-5500  
maggie.hickey@afslaw.com  
lawrence.heftman@afslaw.com  
kylie.wood@afslaw.com

Robert J. Wierenga  
Suzanne L. Wahl  
350 South Main Street, Suite 210  
Ann Arbor, MI 48104  
Telephone: (734) 222-1500  
robert.wierenga@afslaw.com  
suzanne.wahl@afslaw.com

Bourgon Reynolds  
ROSE LAW FIRM  
5100 W JB Hunt Dr #900  
Rogers, AR 72758  
Telephone: (479) 301-2444  
Facsimile: (479) 301-2449  
breynolds@roselawfirm.com

Attorneys for Defendants Mountaire Farms  
Inc., Mountaire Farms, LLC and Mountaire  
Farms of Delaware, Inc.

# **EXHIBIT F**

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION

No. 1:16-cv-08637-TMD-JG

This Document Relates To:

Hon. Judge Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND O.K. FOODS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of the 26th day of August, 2024 (“Execution Date”) by and between the End User Consumer Plaintiffs (“EUCPs” or “Plaintiffs”) through Co-Lead Counsel for the proposed Settlement Class (as hereinafter defined), and O.K. Foods, Inc., O.K. Farms, Inc., and O.K. Industries, Inc. and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments (collectively referred to as “Settling Defendant” or “O.K. Foods”) in the above captioned action (the “Action”).

WHEREAS, on December 16, 2016, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of broiler chicken;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCP's motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.<sup>1</sup>

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against O.K. Foods in any way arising out of or relating in any way to the indirect purchase of broiler chicken by the Settlement Class that were produced, processed or sold by O.K. Foods or any of the Defendants, their alleged co-conspirators, or other chicken producers;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, EUCPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of EUCPs to enter into this Settlement Agreement with O.K. Foods to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class, and, further, that this

---

<sup>1</sup> Any terms in the class definition have the meaning ascribed in the Court's order granting class certification in Docket Number 5644. For the avoidance of doubt, for the purposes of this Settlement Agreement, the "Repealer Jurisdictions" are: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, and Wisconsin.



Settlement Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Settlement Class;

WHEREAS, O.K. Foods, notwithstanding that it asserts that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it would prevail at trial, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, to avoid the risks inherent in litigation and trial, and to put this controversy to rest;

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 EUCPs be settled and compromised, and dismissed on the merits with prejudice as to O.K. Foods 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. “O.K. Foods Released Parties” shall mean O.K. Foods, Inc., O.K. Farms, Inc., and O.K. Industries, Inc. and all of its predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, directors, officers, employees, agents, attorneys, and/or departments. Notwithstanding the foregoing, “O.K. Foods Released Parties” does not include any Defendant other than O.K. Foods named by EUCPs in the Action, either explicitly or as a third-party beneficiary. 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.

=

- b. “Complaint” shall mean the EUCPs’ Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- c. “Court” shall mean the United States District Court for the Northern District of Illinois.
- d. “Defendants” shall mean those defendants named in the Complaint.
- e. “Escrow Account” shall mean the escrow account established with the escrow agent to receive and maintain funds contributed by O.K. Foods for the benefit of the Settlement Class.
- f. “Escrow Agreement” shall mean that certain agreement between the escrow agent that holds the Settlement Fund and EUCPs (by and through 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.
- g. “EUCPs” shall mean Ian Adams, Angela Ashby, Linda Cheslow, Kenneth Cote, Kristin Davis, Abraham Drucker, James Flasch, Christina Hall, Matthew Hayward, Richard Heftel, Stephen Holt, Joshua Madsen, William David Marino, Dorothy Monahan, Dina Morris, Alison Pauk, Daniel Percy, Catherine Senkle, Diane Spell, Margaret ("Margo") Stack, Marilyn

Stangeland, Eric Thomas, David & Leslie Weidner, Natalie Wilbur, and Michael Perry.

- h. “Final Approval” shall mean 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 O.K. Foods with prejudice from the Action.
- i. “Final Judgment” shall mean the first date upon which both of the following conditions shall have been satisfied: (a) 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.
- j. “Parties” shall mean EUCPs and O.K. Foods.
- k. “Preliminary Approval” shall mean an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- l. “Released Claims” shall have the meaning set forth in Paragraphs 13 and 14 of this Settlement Agreement.
- m. Notwithstanding any other definition, “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the EUCPs, 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.

- n. “Settlement Administrator” shall mean 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.
- o. “Settlement Class” shall mean the class defined in Paragraph 5 below.
- p. “Settlement Fund” shall mean the \$3,200,000 (three million two hundred thousand U.S. dollars) amount O.K. Foods 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 shall 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. Except as provided for in Paragraph 16 (Non-Disparagement) of this Agreement, the EUCPs shall immediately suspend all proceedings and activities with respect to O.K. Foods in the Action pending approval of the Settlement Agreement. O.K. Foods shall not take the position that Plaintiffs' references to O.K. Foods at any EUCP trial, including as unnamed co-conspirator or other Agri Stats Participant for purposes of that trial, violate this agreement. Similarly, except as provided for in Paragraph 15 (Cooperation) of this Settlement Agreement, O.K. Foods shall immediately cease all participation in pre-trial proceedings, O.K. Foods shall not provide any cooperation for the remaining defendants in any EUCP trial, including voluntarily providing witness testimony, participating in or assisting in the preparation for, or trial of, any EUCP trial, assist in the analysis, negotiation, or briefing of evidentiary issues relating to any EUCP trial. O.K. Foods's individual expert shall not testify on behalf of O.K. Foods or any other defendant (except Simmons) at any EUCP trial. This paragraph does not preclude an expert(s) jointly retained before February 21, 2022 (i.e., the date Defendants served their merits reply reports) by O.K. Foods and a Defendant remaining in any EUCP trial, but neither O.K. Foods nor its outside counsel may assist the expert or remaining Defendants' counsel in any way whatsoever with preparing such expert(s) to testify. To the extent there is any ambiguity or disagreement about what that means, the Parties shall meet and confer and attempt to resolve that issue in good faith.

4. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs shall 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 Lead Counsel to O.K. Foods for its review. To the extent that O.K. Foods objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

5. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this settlement, EUCPs shall seek, and O.K. Foods shall take no position with respect to, appointment of Lead Counsel as Settlement Class Counsel for purposes of this settlement and certification in the Action of the following Settlement Class:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

The period from and including January 1, 2012 until July 31, 2019 refers to and shall mean the “Settlement Class Period.” Class members will be given a new opportunity to be excluded from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4).

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

- a. To the extent reasonably practicable, individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the

Settlement Administrator, at the direction of 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, Lead Counsel, nor O.K. Foods 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. O.K. Foods shall not object to Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$375,000 (three hundred seventy-five thousand U.S. dollars) to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement Agreement.
- d. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible. Any costs of notice that Lead Counsel are permitted to withdraw from the Settlement Fund and that already have expended for notices, 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 EUCPs, through 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 Lead Counsel to O.K. Foods for its review. To the extent that O.K. Foods objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about 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 O.K. Foods in all class action complaints asserted by EUCPs;
- d. Discharging and releasing O.K. Foods Released Parties from all Released Claims;



- e. Enjoining EUCPs and members of the Settlement Class from suing any of the O.K. Foods Released Parties for any of the Released Claims;
- f. Confirming that O.K. Foods has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 5171 1, *et seq.*
- 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 O.K. Foods 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 Lead Counsel for the EUCPs 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 30 days of the Court's grant of Preliminary Approval, O.K. Foods shall pay or cause to be paid \$3,200,000 (three million two hundred thousand U.S. dollars), into the Escrow Account.

10. 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, Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of Paragraph 12,

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 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. 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. § 468B-2(k), (l)). 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. O.K. Foods shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

11. 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 O.K. Foods Released Parties for the Released Claims, and shall not be entitled to any other payment or relief from the O.K. Foods 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. EUCPs, 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. The O.K. Foods Released Parties shall not be liable for any costs, fees, or expenses of any of EUCPs’ and 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.

12. Fee Awards Costs and Expenses and Incentive Payments to EUCPs: Subject to Lead Counsel's sole discretion as to timing, Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the EUCPs to be paid from the Settlement Fund. O.K. Foods shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund. Within 15 days after any order by the Court awarding attorneys' fees, expenses, or class representative service awards, the Escrow Agent shall pay the approved attorneys' fees, expenses, and service awards via wire transfer from the Settlement Fund as directed by Settlement Class Counsel in accordance with and attaching the Court's order. In the event the Settlement is not preliminarily or finally approved by the Court, or the amount of attorneys' fees, expenses, or service awards is reversed or modified, Settlement Class Counsel will cause all funds in the Escrow Account including any interest accrued to be returned to O.K. Foods, except for any funds used for notice purposes, and the Parties' position shall be returned to the status quo ante.

13. Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the O.K. Foods 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action, as well as all claims arising from the purchase of all chicken products, including further processed chicken (the “Released Claims”). Notwithstanding the above, “Released Claims” do not include (i) claims asserted against any Defendant other than the O.K. Foods Released Parties; (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, or product defect that do not arise from the purchase of any chicken products, including further processed chicken; or (iii) damages claims under the state or local laws of any jurisdiction other than a Repealer Jurisdiction that do not arise from the purchase of any chicken products, including further processed chicken. This reservation of claims set forth in (i), (ii) and (iii) of this paragraph does not impair or diminish the right of the O.K. Foods 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 O.K. Foods 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 O.K. Foods Released Parties arising out of or relating to the Released Claims.

14. Further Release. In addition to the provisions of Paragraph 13, 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 (providing, “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.”) and Section 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.”) 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 13, 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 13, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. Cooperation: Cooperation by O.K. Foods is a material term of the Settlement Agreement and shall include the following categories of cooperation. O.K. Foods shall comply with the Stipulation filed with the Court on July 17, 2024, which provides a global agreement on the authenticity of certain documents and foundation for certain business records. In addition, to the extent necessary, O.K. Foods agrees to use reasonable efforts to authenticate and provide foundation for admissibility of up to 25 documents and/or things produced in the Action where they can do so in good faith, whether by declaration or affidavits, as may be necessary for the Action.

16. Non-disparagement: The Parties agree they will not disparage one another or their claims or defenses, such as by making public statements to the media that disparage either of the Parties or their conduct in connection with the Action.

17. Binding Agreement. This Settlement Agreement shall constitute a binding, enforceable agreement as to the terms contained herein when executed.

18. Option to Terminate. Lead Counsel shall provide a list of those Persons, if any, who have filed a request to opt out of any of the Settlement Class (the “Opt Outs”) to counsel for O.K. Foods within twenty (20) days of the deadline set by the Court for opting out of the Settlement Class. O.K. Foods will have sole discretion to rescind the Settlement Agreement if the requests to opt out of the Settlement Agreement exceed 1,000 claimants.

19. Effect of Disapproval or Rescission. 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(i) of this Settlement Agreement, or if this Settlement Agreement is terminated pursuant to Paragraph 18, then this Settlement Agreement may be cancelled and terminated:

- a. solely by O.K. Foods with respect to Paragraph 18, or
- b. otherwise by O.K. Foods or EUCPs 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 O.K. Foods and the Parties' position shall be returned to the status quo ante.

20. 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.

21. 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 13 or 14, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 13 or 14 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

13 or 14 are asserted by any O.K. Foods 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 O.K. Foods 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.

22. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, O.K. Foods, 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 EUCPs' Lead Counsel that such notices have been served.

23. Costs Relating to Administration. The O.K. Foods Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Funds.

24. 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 O.K. Foods 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 EUCPs 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.

25. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any O.K. Foods 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 O.K. Foods Released Party.

26. 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.

27. Admissible in Case of Dispute: 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, including as evidence of the Release granted herein.

28. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) email and (2) 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 EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to O.K. Foods, to:

Megan Cunniff Church  
Eugene A. Sokoloff  
Jordan A. Rice  
Lauren F. Dayton  
Thomas P. Schubert  
MOLOLAMKEN LLP  
300 N. LaSalle Street, Suite 5350  
Chicago, IL 60654

KUTAK ROCK LLP  
John P. Passarelli  
1650 Farnam Street  
Omaha, NE 68102

J.R. Carroll  
Jeffrey M. Fletcher  
Stephen M. Dacus  
1277 E. Joyce Boulevard, Suite 300  
Fayetteville, AR 72703-5585

Attorneys for Defendants O.K. Foods, Inc.,  
O.K. Farms, Inc., and O.K. Industries, Inc.

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.

29. 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 O.K. Foods Released Party. This Settlement Agreement shall not be used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

30. No Third-Party Beneficiaries. Except as provided in Paragraph 37, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a O.K. Foods Released Party, EUCP, member of the Settlement Class, or Lead Counsel.

31. 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.

32. 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.

33. 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.

34. Integrated Agreement. This Settlement Agreement (including all Exhibits) comprise 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.

35. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

36. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation.

37. Qualified Settlement: EUCPs have been provided with a copy of the agreement entered into by defendants dated February 25, 2020 (hereinafter referred to as “Defendants’ Judgment Sharing Agreement”). The defined terms in Defendants’ Judgment Sharing Agreement shall have the same meaning when used in this Settlement Agreement. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs shall

reduce the dollar amount collectable from the parties to the Defendants' Judgment Sharing Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of O.K. Foods, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if O.K. Foods had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants' Judgment Sharing 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 or inconsistency between this Settlement Agreement and the Defendants' Judgment Sharing Agreement shall be resolved in favor of the Defendants' Judgment Sharing Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Judgment Sharing Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to the long-form settlement agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

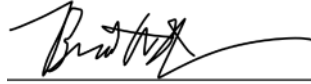
DATED: August 26, 2024



Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: September 4, 2024

Jordan Rice

✓ MOLOLAMKEN LLP  
Megan Cuniff Church  
Eugene A. Sokoloff  
Jordan A. Rice  
Lauren F. Dayton  
Thomas P. Schubert  
300 N. LaSalle Street, Suite 5350  
Chicago, IL 60654  
Telephone: (312) 450-6716  
Facsimile: (312) 450-6701  
mchurch@mololamken.com  
esokoloff@mololamken.com  
jrice@mololamken.com  
ldayton@mololamken.com  
tschubert@mololamken.com

KUTAK ROCK LLP  
John P. Passarelli  
1650 Farnam Street  
Omaha, NE 68102  
Telephone: (402) 346-6000  
Facsimile: (402) 346-1148  
john.passarelli@kutakrock.com

J.R. Carroll  
Jeffrey M. Fletcher  
Stephen M. Dacus  
1277 E. Joyce Boulevard, Suite 300  
Fayetteville, AR 72703-5585  
Telephone: (479) 973-4200  
Facsimile: (479) 973-0007  
jr.carroll@kutakrock.com  
jeffrey.fletcher@kuakrock.com  
stephen.dacus@kutakrock.com

Attorneys for Defendants O.K. Foods, Inc.,  
O.K. Farms, Inc., and O.K. Industries, Inc.

# **EXHIBIT G**



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

*IN RE BROILER CHICKEN ANTITRUST  
LITIGATION*

Case No. 1:16-cv-08637

This Document Relates To:

*All End User Consumer Plaintiff Actions*

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER PLAINTIFF CLASS  
AND PERDUE**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into in the above-captioned action (the “Action”) as of the 2nd day of December, 2024 (“Execution Date”) by and between the EUCPs (as hereinafter defined), through Co-Lead Counsel (as hereinafter defined) on behalf of themselves and members of the Certified Class, (as hereinafter defined), and Perdue Farms, Inc. and Perdue Foods LLC ( “Perdue”). EUCPs, on behalf of the Certified Class (as hereinafter defined), and Perdue are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, EUCPs, on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCPs’ motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

WHEREAS, the Court appointed Co-Lead Counsel to represent the class;

WHEREAS, on June 30, 2023 the Court entered an Order granting Perdue’s Motion for Summary Judgment as to the EUCP Class (as hereinafter defined) claims against Perdue (ECF Nos. 6641, 7028) (hereinafter “MSJ Order”);

WHEREAS, counsel for the Parties have engaged in arm’s-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Perdue in any way arising out of or relating in any way to the indirect purchase of Broilers by the Certified Class that were produced, processed or sold by Perdue or any of the Defendants or their alleged co-conspirators;

WHEREAS, Co-Lead Counsel have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of EUCPs to enter into this Settlement Agreement with Perdue to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Certified Class;

WHEREAS, Perdue, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted, could have been, or could be asserted by the EUCP Class against it, and that it has prevailed on summary judgment and believes it

would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and to put this controversy to rest;

WHEREAS, in the event this settlement does not obtain Court approval, both Parties wish to preserve all appeals, arguments, defenses, and responses to all claims in the Action, including all arguments, defenses and responses to any appeal.

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 EUCPs be settled, compromised, and dismissed on the merits with prejudice as to Perdue consistent with the MSJ Order:

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. “EUCPs” means Linda Cheslow, Abraham Drucker, Ian Adams, Marilyn Stangeland, Daniel M. Percy, Kristin Davis, Leslie Weidner, David Weidner, Matthew Hayward, Dorothy Monahan, Joshua Madsen, Natalie Wilbur, Alison Pauk, Michael Perry, David Marino, Eric Thomas, Kenneth Cote, Catherine Senkle, Margo Stack, James Flasch, Dina Morris, Dianne Spell, Angela Ashby, Christina Hall, Richard Heftel, and Stephen Holt.
- b. “Perdue” means Perdue Farms, Inc. and Perdue Foods LLC and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments. “Perdue” does not include any other Defendant named by EUCPs in the Action, either explicitly or as a third-party beneficiary.

- c. “Broilers” means the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.
- d. “Co-Lead Counsel” means Hagens Berman Sobol Shapiro LLP and Cohen Milstein Sellers & Toll, PLLC as appointed by the Court to represent the certified class of end-user consumer indirect purchasers of Broilers.
- e. “Court” means the United States District Court for the Northern District of Illinois and the Honorable Thomas M. Durkin or his successor, or any other court in which the Action is proceeding.
- f. “Defendants” means those Defendants named in EUCPs’ Fifth Consolidated Amended Class Action Complaint (ECF Nos. 3747 (Redacted) and 3748 (Unredacted)).
- g. “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23 and dismisses Perdue with prejudice from the Action.
- h. “Effective Date” means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval of this Settlement Agreement; 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.

- i. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- j. “Repealer Jurisdictions” has the meaning ascribed in the Court’s order granting class certification in Docket Number 5644: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee; Utah, and Wisconsin.
- k. “Settlement Administrator” means the firm retained to disseminate the Class Notice.
- l. “Certified Class” or “EUCP Class” shall have the same definition and consist of the litigation class certified by the Court on May 27, 2022 (ECF No. 5644) defined as follows: All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019. The Certified Class excludes all persons and entities that previously filed a valid exclusion from the class as set forth in ECF No. ECF 6603.

2. Mutual Waiver of Right to Appeal or Further Adjudication. Upon the Effective

Date, neither the EUCP Class nor Perdue will seek to further adjudicate at the district court, via appeal, or any other means, the orders of the Court in connection with the EUCP Action as they pertain to the other Party, including but not limited to asking the Court to revise, modify, vacate, or reconsider the MSJ Order. For the avoidance of doubt, this does not preclude Perdue from further adjudicating, via appeal or any other means, orders of the Court as part of its defense against any claims brought against Perdue by any other Plaintiff.

3. The EUCP Class's Challenge to the MSJ Order As to Perdue. Upon filing of the motion seeking approval of this Settlement Agreement, the EUCP Class will advise the Court that they do not intend to appeal the MSJ Order as to Perdue and are not asking the Court to revise, modify, vacate, or reconsider the MSJ Order as to Perdue pending approval of this Settlement Agreement. The EUCP Class further agrees that it will not challenge the MSJ Order as to Perdue during the time period between the date of execution of this Settlement Agreement and the Effective Date. However, the EUCP Class reserves the right to seek to challenge the MSJ Order as to Perdue and take necessary steps to preserve any such rights in the event this settlement does not obtain Court approval. For the avoidance of doubt, the EUCP Class's reservation of rights as described in this paragraph shall cease upon the Effective Date.

4. Settlement Consideration. In consideration for the waiver of appellate or adjudication rights set forth herein, the EUCP Class and Perdue each agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees or any other form of recovery in connection with the Action. Perdue does not waive any rights to seek any of its costs, fees, attorney's fees or any other form of recovery in connection with the Action from any other Plaintiff in the Action. Similarly, in the event this Settlement is not approved, the EUCP Class reserves all rights to challenge and contest any effort by Perdue to seek to recover any costs against the EUCP Class.

5. Motion for Preliminary Approval: No later than ninety (90) days after the Execution Date, EUCPs will move the Court for Preliminary Approval of this settlement. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, including but not limited to any draft notices to the EUCP Class, shall be provided by Co-Lead Counsel to Perdue for its review. To the extent that Perdue objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval. This deadline may be extended by agreement.

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

- a. Notice of this settlement will be sent in coordination with other settlements reached between the EUCP Class and other Defendants. Individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of Co-Lead Counsel, to members of the Certified Class, in conformance with a notice plan to be approved by the Court.
- b. Perdue shall have no responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Certified Class or obtaining approval of the settlement and the EUCP Class shall bear all costs to effectuate notice to the Certified Class and obtain approval of the settlement.
- c. Co-Lead Counsel shall use best efforts to send out notice to the Certified Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Co-Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the Certified

Class once for multiple settlements and that notice costs are kept as low as possible.

On the website, language regarding the settlement with Perdue will include language something similar to:

On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Perdue against the EUCP Class. The EUCP Class has agreed to not appeal the summary judgment order as to defendant Perdue in exchange for a waiver by Perdue of its right to seek recovery of any and all fees and costs against the EUCP Class in conjunction with this Action.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then the EUCP Class, through 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. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Co-Lead Counsel to Perdue for its review. To the extent that Perdue objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement for the Certified 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 all claims made by EUCPs against Perdue in the Action, including in all class action complaints asserted by EUCPs, with prejudice and without further costs or fees;
- d. Confirming that Perdue has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
- e. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
- f. Determining under Federal Rule Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Perdue shall be final and entered forthwith.

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

8. Choice of Law. Any disputes relating to the Parties' agreement shall be governed by Illinois law without regard to conflicts of law provisions.

9. Consent to Jurisdiction. The Parties hereby 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.

10. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Perdue will provide to the appropriate Federal and State officials all materials required pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"). Co-Lead Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with CAFA.

11. 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, Certified Class Members, and Perdue. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by the EUCPs shall be binding upon all members of the Certified Class.

12. Counsel's Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties represents and warrants that he, she, or it 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.

13. 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.

14. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given by: (1) email and (2) 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 EUCPs or any member of the Certified Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
steve@hbsslaw.com

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

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
bjohnson@cohenmilstein.com

If directed to Perdue, to:

Danielle R. Foley  
Lisa Jose Fales  
Andrew T. Hernacki  
VENABLE LLP  
600 Massachusetts Avenue, NW  
Washington, DC 20001  
drfoley@venable.com  
ljfales@venable.com  
athernacki@venable.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.

15. No Admission. 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.

16. No Third-Party Beneficiaries. Except as provided in Paragraph 23, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Perdue, an EUCP, a member of the Certified Class, or Co-Lead Counsel.

17. 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.

18. 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 does 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.

19. 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.

20. 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.

21. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

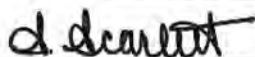
22. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation. However, Perdue and EUCPs can inform other parties to this Action that they have reached a settlement agreement. Perdue may also provide a copy of this Settlement Agreement to all parties to the Defendants' Agreement (as hereinafter defined). The Parties further agree to disclose the Settlement Agreement for the purpose of disclosure and approval from the Court consistent with the terms of the Settlement Agreement.

23. Qualified Settlement. EUCPs 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. In the event the EUCPs and the Certified Class (a) prevail in any appeal of the existing ruling in the Action and (b) thereafter obtain a Final Judgment that includes as a component damages attributable to sales of Broilers by Perdue, the EUCPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs and the Certified Class 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 Perdue, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Perdue had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs and the Certified Class 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 23 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. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees and expenses. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: December 2, 2024



Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

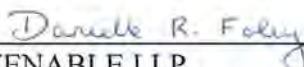
*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: December 2, 2024



VENABLE LLP  
Danielle Foley (admitted *pro hac vice*)  
Lisa Jose Fales (admitted *pro hac vice*)  
Andrew Hernacki (admitted *pro hac vice*)  
600 Massachusetts Avenue, NW Washington, DC 20001  
Telephone: (202) 344-4000  
Facsimile: (202) 344-8300  
drfoley@venable.com  
ljfales@venable.com  
athernacki@venable.com

*Attorneys for Defendants Perdue Farms, Inc., and Perdue Foods, LLC*





# **EXHIBIT H**

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

IN RE BROILER CHICKEN ANTITRUST LITIGATION	No. 1:16-cv-08637-TMD-JG
This Document Relates To:	Hon. Judge Thomas M. Durkin
<i>All End-User Consumer Plaintiff Actions</i>	Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND SANDERSON FARMS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into in the above-captioned action (the “Action”) as of the 12th day of August, 2024 (“Execution Date”) by and between the End-User Consumer Indirect Purchaser Plaintiffs, on behalf of themselves and members of the certified class, (“EUCPs”), and Defendants Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.), Sanderson Farms Foods, LLC (f/k/a Sanderson Farms, Inc. (Foods Division)), Sanderson Farms Production, LLC (f/k/a Sanderson Farms, Inc. (Production Division)), and Sanderson Farms Processing, LLC (f/k/a Sanderson Farms, Inc. (Processing Division)), and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments, excluding Wayne Farms, LLC (“Settling Defendant” or “Sanderson Farms”).

WHEREAS, on December 16, 2016, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that

various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCPs' motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Sanderson Farms in any way arising out of or relating in any way to the indirect purchase of Broilers by the Settlement Class that were produced, processed or sold by Sanderson Farms or any of the Defendants or their alleged co-conspirators;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

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

WHEREAS, Sanderson Farms, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it has prevailed at trial and would prevail at future trials, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, to avoid the risks inherent in litigation and trial, and to put this controversy to rest;

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 EUCPs be settled and compromised, and dismissed on the merits with prejudice as to Sanderson Farms:

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. "Sanderson Farms" means Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.), Sanderson Farms Foods, LLC (f/k/a Sanderson Farms, Inc. (Foods Division)), Sanderson Farms Production, LLC (f/k/a Sanderson Farms, Inc. (Production Division)), and Sanderson Farms Processing, LLC (f/k/a Sanderson Farms, Inc. (Processing Division)), and all of their predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments, excluding Wayne Farms, LLC. "Sanderson Farms" does not include any other Defendant named by EUCPs in the Action, either explicitly or as a third-party beneficiary.

- b. “Broilers” means the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.
- c. “Complaint” means the EUCPs’ Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. “Court” means the United States District Court for the Northern District of Illinois.
- e. “Defendants” means those defendants named in the Complaint.
- f. “Escrow Account” means the escrow account established with the escrow agent to receive and maintain funds contributed by Sanderson Farms for the benefit of the Settlement Class.
- g. “Escrow Agreement” means that certain agreement between the escrow agent that holds the Settlement Fund and EUCPs (by and through 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.
- h. “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 Sanderson Farms with prejudice from the Action.

- i. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) 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.
- j. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- k. “Released Claims” shall have the meaning set forth in Paragraph 13 of this Settlement Agreement.
- l. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the EUCPs, 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.

- m. “Repealer Jurisdictions” has the meaning ascribed in the Court’s order granting class certification in Docket Number 5644: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee; Utah, and Wisconsin.
- n. “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.
- o. “Settlement Class” means the class defined in Paragraph 5 below.
- p. “Settlement Fund” means the \$750,000 (seven hundred fifty thousand U.S. dollars) amount Sanderson Farms 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. EUCPs will immediately suspend all proceedings and activities with respect to Sanderson Farms in the Action pending approval of the Settlement Agreement, and will neither pursue live testimony from any current or former Sanderson Farms employees for any EUCP trial nor publicly comment on the unavailability of any such witnesses in any EUCP trial. Aside from that limitation, Sanderson Farms will not take the position that Plaintiffs' references to Sanderson Farms at any EUCP trial, including as unnamed co-conspirator or other Agri Stats Participant for purposes of that trial, violate this agreement. Similarly, Sanderson Farms shall immediately cease all participation in EUCP pretrial proceedings other than reporting to the Court on the status of the Settlement Agreement. Sanderson Farms will not further participate in the preparation for any EUCP trial, including voluntarily providing witness testimony, or assisting in the analysis, negotiation, or briefing of evidentiary issues relating specifically to any EUCP trial. Sanderson Farms may participate in motions and hearings, insofar as they address any issues beyond the scope of any EUCP trial. Sanderson Farms' individual expert Dr. Kevin Murphy will not testify on behalf of Sanderson Farms or any other defendant at any EUCP trial. This paragraph does not preclude an expert(s) jointly retained before February 21, 2022 (i.e., the date Defendants served their merits reply reports) by Sanderson Farms and a Defendant remaining in any EUCP trial, but neither Sanderson Farms nor its outside counsel may assist the expert or remaining Defendants' counsel with preparing such expert(s) to testify at any EUCP trial. To the extent there is any ambiguity or disagreement about what that means, the parties will meet and confer and attempt to resolve that issue in good faith.



4. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs will move the Court for Preliminary Approval of this settlement. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Lead Counsel to Sanderson Farms for its review. To the extent that Sanderson Farms objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

5. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this settlement, EUCPs shall seek, and Sanderson Farms shall take no position with respect to, appointment of Lead Counsel as Settlement Class Counsel for purposes of this settlement and certification in the Action of the following Settlement Class:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

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

- a. To the extent reasonably practicable, individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor Sanderson Farms 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. Sanderson Farms shall not object to Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$375,000 (three hundred seventy-five thousand U.S. dollars) to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement Agreement.
- d. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible. Any costs of notice that Lead Counsel are permitted to withdraw from the Settlement Fund and that already have expended for notices, 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 EUCPs, through 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. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Lead Counsel to Sanderson Farms for its review. To the extent that Sanderson Farms objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. 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 Sanderson Farms in all class action complaints asserted by EUCPs;
- d. Discharging and releasing Sanderson Farms from all Released Claims;
- e. Enjoining EUCPs and members of the Settlement Class from suing Sanderson Farms for any of the Released Claims;

- f. Confirming that Sanderson Farms has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
- 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 Sanderson Farms shall be final 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 Lead Counsel for the EUCPs 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 30 days of the Court's grant of Preliminary Approval, Sanderson Farms shall pay or cause to be paid \$750,000 (seven hundred fifty thousand U.S. dollars), into the Escrow Account.

10. 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, Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 10, 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 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. 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. § 468B-2(k), (l)). 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. Sanderson Farms shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

11. 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 Sanderson Farms for the Released Claims, and shall not be entitled to any other payment or relief from Sanderson Farms. 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. EUCPs, 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. Sanderson Farms shall not be liable for any costs, fees, or expenses of any of EUCPs' and 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.

12. Fee Awards Costs and Expenses and Incentive Payments to EUCPs: Subject to Lead Counsel's sole discretion as to timing, Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the EUCPs to be paid from the Settlement Fund. Sanderson Farms shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund. Within 15 days after any order by the Court awarding attorneys' fees, expenses, or class representative service awards, the Escrow Agent shall pay the approved attorneys' fees, expenses, and service award via wire transfer from the Settlement Fund as directed by Settlement Class Counsel in accordance with and attaching the Court's order. In the event the Settlement is not preliminary or finally approved by the Court, or the amount of attorneys' fees, expenses, or service awards is reversed or modified, Settlement Class Counsel will cause all funds in the escrow account including any interest accrued to be returned to Sanderson Farms, except for any funds used for notice purposes, and the Parties' position shall be returned to the status quo ante.

13. Release. Upon Final Judgment, the Releasing Parties shall completely release and forever discharge Sanderson Farms 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual



right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than Sanderson Farms; or (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, or product defect. This reservation of claims set forth in (i) and (ii) of this paragraph does not impair or diminish the right of Sanderson Farms to assert any and all defenses to such claims. Prior to Final Judgment, all Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against Sanderson Farms. 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 Sanderson Farms arising out of or relating to the Released Claims.

14. Further Release. In addition to the provisions of Paragraph 13, 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 (providing, "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.") and Section 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.”) 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 13, 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 13, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. 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.

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

17. Option to Terminate. Lead Counsel shall provide a list of those Persons, if any, who have filed a request to opt out of any of the Settlement Class (the “Opt Outs”) to counsel for Sanderson Farms within twenty (20) days of the deadline set by the Court for opting out of the Settlement Class. Sanderson Farms will have sole discretion to rescind the Settlement Agreement if the requests to opt out of the Settlement Agreement exceed 1,000 claimants.



18. Effect of Disapproval or Rescission. 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, or if this Settlement Agreement is terminated pursuant to Paragraph 17, then this Settlement Agreement may be cancelled and terminated:

- a. solely by Sanderson Farms with respect to Paragraph 17, or
- b. otherwise by Sanderson Farms or EUCPs 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 Sanderson Farms and the Parties' position shall be returned to the status quo ante.

19. 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.

20. 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 13 or 14, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 13 or 14 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 13 or 14 are asserted by Sanderson Farms 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 Sanderson Farms 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.

21. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Sanderson Farms, 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 EUCPs' Lead Counsel that such notices have been served.

22. Costs Relating to Administration. Sanderson Farms shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Funds.

23. 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 Sanderson Farms. 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 EUCPs 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.

24. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against Sanderson Farms, 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 Sanderson Farms.

25. 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.

26. 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, including as evidence of the Release granted herein.

27. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) by email and (2) 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 EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to Sanderson Farms, to:

Christopher E. Ondeck  
Proskauer Rose LLP  
1001 Pennsylvania Avenue, NW  
Suite 600 South  
Washington, DC 20004

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.

28. 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 Sanderson Farms.

29. No Third-Party Beneficiaries. Except as provided in Paragraph 35, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Sanderson Farms (as defined herein), an EUCP, a member of the Settlement Class, or Lead Counsel.

30. 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.

31. 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 would 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.

32. 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.

33. 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.

34. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

35. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation.

36. EUCPs 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. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs 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 Sanderson Farms, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Sanderson Farms had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs 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 35 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. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees and expenses. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: August 12, 2024



---

Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: \_\_\_\_\_, 2024



---

Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

---

Christopher E. Ondeck  
Proskauer Rose LLP  
1001 Pennsylvania Avenue, NW  
Suite 600 South  
Washington, DC 20004  
T: (202) 416-6800  
condeck@proskauer.com

*Counsel for Sanderson Farms*



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

DATED: August 12, 2024

---


Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: \_\_\_\_\_, 2024

---

  
Christopher E. Ondeck  
Proskauer Rose LLP  
1001 Pennsylvania Avenue, NW  
Suite 600 South  
Washington, DC 20004  
T: (202) 416-6800  
condeck@proskauer.com

*Counsel for Sanderson Farms*

---

Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

# **EXHIBIT I**

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION

No. 1:16-cv-08637-TMD-JG

This Document Relates To:

Hon. Judge Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND SIMMONS**

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 15th day of August, 2024 ("Execution Date") by and between the End User Consumer Plaintiffs ("EUCPs" or "Plaintiffs") through Co-Lead Counsel for the proposed Settlement Class (as hereinafter defined), and Simmons Foods, Inc. and Simmons Prepared Foods, Inc. and all of their predecessors; successors; assigns; Affiliates (including, without limitation, any Affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments (collectively referred to as "Settling Defendants" or "Simmons") in the above captioned action (the "Action").

WHEREAS, on December 16, 2016, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCP's motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.<sup>1</sup>

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Simmons in any way arising out of or relating in any way to the indirect purchase of Broilers by the Settlement Class that were produced, processed or sold by Simmons or any of the Defendants, their alleged co-conspirators or Defendants dismissed on summary judgment;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, EUCPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of EUCPs to enter into this Settlement Agreement with Simmons to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class, and, further, that this Settlement

---

<sup>1</sup> Any terms in the class definition have the meaning ascribed in the Court's order granting class certification in Docket Number 5644. For the avoidance of doubt, for purposes of this Settlement Agreement, the "Repealer Jurisdictions" are: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee; Utah, and Wisconsin.

Agreement is fair, reasonable, adequate, and in the best interests of EUCPs and the Settlement Class;

WHEREAS, Simmons, notwithstanding that it asserts that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it would prevail at trial, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, to avoid the risks inherent in litigation and trial, and to put this controversy to rest;

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 EUCPs be settled and compromised, and dismissed on the merits with prejudice as to Simmons, 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. "Simmons Released Parties" shall mean Simmons (as defined above) together with any and all of Simmons' 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, present, and future, direct or indirect, officers, directors, employees, trustees, partners, managing directors, shareholders, managers, members, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, legal or other representatives.

Notwithstanding the foregoing and except as set forth below, "Simmons Released Parties" does not include any Defendant other than Simmons named by EUCPs in the Action, either explicitly or as a third-party beneficiary.

- b. "Affiliate" means with respect to any person, entity or company, any person, entity, or company that, directly or indirectly, controls, is controlled by or is under common control with such person, entity or company, including affiliates that share common ownership.
- c. "Complaint" shall mean the EUCPs' Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. "Court" shall mean the United States District Court for the Northern District of Illinois.
- e. "Defendants" shall mean those defendants named in the Complaint.
- f. "Escrow Account" shall mean the escrow account established with the escrow agent to receive and maintain funds contributed by Simmons for the benefit of the Settlement Class.
- g. "Escrow Agreement" shall mean that certain agreement between the escrow agent that holds the Settlement Fund and EUCPs (by and through 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.

- h. "EUCPs" shall mean Ian Adams, Angela Ashby, Linda Cheslow, Kenneth Cote, Kristin Davis, Abraham Drucker, James Flasch, Jr., Christina Hall, Matthew Hayward, Richard Heftel, Stephen Holt, Joshua Madsen, William David Marino, Dorothy Monahan, Dina Morris, Alison Pauk, Daniel Percy, Catherine Senkle, Diane Spell, Margaret ("Margo") Stack, Marilyn Stangeland, Eric Thomas, David & Leslie Weidner, Natalie Wilbur, and Michael Perry.
- i. "Final Approval" shall mean 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 Simmons with prejudice from the Action.
- j. "Final Judgment" shall mean the first date upon which both of the following conditions shall have been satisfied: (a) 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. "Parties" shall mean EUCPs and Simmons.
- l. "Preliminary Approval" shall mean 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 13 of this Settlement Agreement.
- n. Notwithstanding the definition of "Parties" above, "Releasing Party" or "Releasing Parties" shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the EUCPs, each on behalf of themselves and their respective 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 shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, insurers, heirs, executors, administrators, devisees, and 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 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.
- o. "Settlement Administrator" shall mean 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" shall mean the class defined in Paragraph 6 below.



q. “Settlement Fund” shall mean the \$3,000,000 (three million U.S. dollars) amount Simmons 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 shall cooperate in good faith and use their reasonable best efforts to seek the Court’s Preliminary Approval and Final Approval of the Settlement Agreement.

3. Litigation Standstill. The EUCPs have suspended all proceedings and activities with respect to Simmons in the Action pending approval of the Settlement Agreement, and shall neither pursue live testimony from any current or former Simmons employees for any EUCP trial nor publicly comment on the unavailability of any such witnesses in any EUCP trial. Simmons shall not take the position that Plaintiffs’ references to Simmons at any EUCP trial, including as unnamed co-conspirator or other Agri Stats Participant for purposes of that trial, violate this Settlement Agreement. Similarly, except as provided for in Paragraph 17 (Cooperation) of this Settlement Agreement, Simmons has ceased all participation in any EUCP pretrial proceedings. Nothing in this agreement prevents Simmons from working with Defendants on Track 2 cases or other cases. Simmons shall not provide any cooperation for the remaining defendants in any future EUCP trial, including voluntarily providing witness testimony, participating in or assisting in the preparation for, or trial of, any EUCP trial, assist in the analysis, negotiation, or briefing of evidentiary issues relating to any EUCP trial. Simmons may participate in motions and hearings, insofar as they address any issues beyond the scope of any EUCP trial. Simmons’s individual expert shall not testify on behalf of Simmons or any defendant other than OK Foods at any EUCP trial. This paragraph does not preclude an expert(s) jointly retained before February 21, 2022 (i.e., the date Defendants served their merits reply

reports) by Simmons and a Defendant remaining in any EUCP trial, but neither Simmons nor its outside counsel may assist the expert or remaining Defendants' counsel in any way whatsoever with preparing such expert(s) to testify. To the extent there is any ambiguity or disagreement about what that means, the Parties shall meet and confer and attempt to resolve that issue in good faith.

4. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs shall 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 Lead Counsel to Simmons for its review. To the extent that Simmons objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the Parties shall meet and confer about any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

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

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cutup birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

The period from and including January 1, 2012 until July 31, 2019 refers to and shall mean the "Settlement Class Period." Class members will be given a new opportunity to be excluded from the Settlement Class pursuant to Federal Rule of Civil Procedure 23(e)(4).

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

- a. To the extent reasonably practicable, individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor Simmons 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. Simmons shall not object to Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$375,000 (three hundred seventy-five thousand U.S. dollars) to pay the costs for notice and for Preliminary Approval and Final Approval of this Settlement Agreement.
- d. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible. Any costs of notice that Lead Counsel are permitted to withdraw

from the Settlement Fund and that already have expended for notices, 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 EUCPs, through 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 Lead Counsel to Simmons for its review. To the extent that Simmons objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about 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 Simmons in all class action complaints asserted by EUCPs;

- d. Discharging and releasing Simmons Released Parties from all Released Claims;
- e. Enjoining EUCPs and members of the Settlement Class from suing any of the Simmons Released Parties for any of the Released Claims;
- f. Confirming that Simmons has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
- 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 Simmons 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 Lead Counsel for the EUCPs 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 30 days of the Court's grant of Preliminary Approval, Simmons shall pay or cause to be paid \$3,000,000 (three million U.S. dollars), into the Escrow Account.

10. 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, 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 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. 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. § 468B-2(k), (l)). 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. Simmons shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

11. 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 Simmons Released Parties for the Released Claims, and shall not be entitled to any other payment or relief from the Simmons 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. EUCPs, 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. The Simmons Released Parties shall not be liable for any costs,

fees, or expenses of any of EUCPs' and 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.

12. Fee Awards Costs and Expenses and Incentive Payments to EUCPs: Subject to Lead Counsel's sole discretion as to timing, Lead Counsel will apply to the Court for a fee award, plus expenses, and costs incurred, and incentive payments to the EUCPs to be paid from the of the Settlement Fund. Simmons shall have no responsibility, financial obligation, or liability for any such fees, costs, or expenses beyond the Settlement Fund. Within 15 days after any order by the Court awarding attorneys' fees, expenses, or class representative service awards, the Escrow Agent shall pay the approved attorneys' fees, expenses, and service award via wire transfer from the Settlement Fund as directed by Settlement Class Counsel in accordance with and attaching the Court's order. In the event the Settlement is not preliminary or finally approved by the Court, or the amount of attorneys' fees, expenses, or service awards is reversed or modified, Settlement Class Counsel will cause all funds in the escrow account including any interest accrued to be returned to Simmons, except for any funds used for notice purposes, and the Parties' position shall be returned to the status quo ante.

13. Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the Simmons 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action. (the “Released Claims”). Notwithstanding the above, “Released Claims” do not include (i) claims asserted against any Defendant other than the Simmons Released Parties; (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, or product defect; or (iii) damages claims under the state or local laws of any jurisdiction other than a Repealer Jurisdiction. This reservation of claims set forth in (i), (ii) and (iii) of this paragraph does not impair or diminish the right of the Simmons 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 Simmons 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 Simmons Released Parties arising out of or relating to the Released Claims.

14. Further Release. In addition to the provisions of Paragraph 13, 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 (providing, "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.") and Section 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.") 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 13, 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 13, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15.     Full Release. The Released Claims and the provisions of Paragraphs 13 and 14 shall be interpreted as broadly as possible and to the fullest extent permitted by law and constitute a full and final release by the Releasing Parties of the Simmons Released Parties for the Released Claims.

16. Covenant Not to Sue. EUCPs and each Certified Class Member covenant not to sue any of the Simmons Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of or relating to 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.

17. Cooperation: If the EUCPs proceed to trial against any defendant, Simmons agrees to execute the Stipulation sent by Class Counsel on July 11, 2024, which provides agreement on the authenticity of certain documents and foundation for certain business records.

18. Non-disparagement: The Parties agree they will not disparage one another or their claims or defenses, such as by making public statements to the media that disparage either of the Parties or their conduct in connection with the Action.

19. Binding Agreement. This Settlement Agreement shall constitute a binding, enforceable agreement as to the terms contained herein when executed.

20. Option to Terminate. Lead Counsel shall provide a list of those Persons, if any, who have filed a request to opt out of any of the Settlement Class (the “Opt Outs”) to counsel for Simmons within twenty (20) days of the deadline set by the Court for opting out of the Settlement Class. Simmons will have sole discretion to rescind the Settlement Agreement if the requests to opt out of the Settlement Agreement exceed 1,000 claimants.

21. Effect of Disapproval or Rescission. 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(i) of this Settlement Agreement, or if this Settlement Agreement is terminated pursuant to Paragraph 20, then this Settlement Agreement may be cancelled and terminated:

- a. solely by Simmons with respect to Paragraph 20, or
- b. otherwise by Simmons or EUCPs 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, including interest, shall be returned to Simmons and the Parties' position shall be returned to the status quo ante.

22. 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.

23. 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 13 or 14, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 13 or 14 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

13 or 14 are asserted by any Simmons 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 Simmons 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.

24. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Simmons, 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 EUCPs' Lead Counsel that such notices have been served.

25. Costs Relating to Administration. The Simmons Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Funds.

26. 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 Simmons 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 EUCPs 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.

27. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Simmons 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 Simmons Released Party.

28. 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.

29. Admissible in Case of Dispute: 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, including as evidence of the Release granted herein.

30. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) email and (2) 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 EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to Simmons, to:

Lynn H. Murray (#6191802)  
111 S. Wacker Dr., Ste 4700  
Chicago IL 60606

Laurie A. Novion (admitted pro hac vice)  
2555 Grand Blvd.  
Kansas City, MO 64108

John R. Elrod (admitted pro hac vice)  
Vicki Bronson (admitted pro hac vice)  
CONNER & WINTERS, LLP  
4375 N. Vantage Drive, Ste. 405  
Fayetteville, AR 72703

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.

31. 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 Simmons Released Party. This Settlement Agreement shall not be used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

32. No Third-Party Beneficiaries. Except as provided in Paragraph 39, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Simmons Released Party, EUCP, member of the Settlement Class, or Lead Counsel.

33. 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.

34. 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.

35. 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.

36. Integrated Agreement. This Settlement Agreement (including all Exhibits) comprise 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.

37. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

38. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation. Notwithstanding that agreement, once executed, Simmons may share a copy of this Settlement Agreement with the parties to Simmons' Foods judgment sharing agreement, dated February 25, 2020 (hereinafter referred to as "Defendants' Judgment Sharing Agreement").

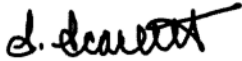
39. Qualified Settlement: EUCPs have been provided with a copy of the Defendants' Judgment Sharing Agreement. The defined terms in Defendants' Judgment Sharing Agreement shall have the same meaning when used in this Settlement Agreement. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs shall reduce the dollar amount collectable from the parties to the Defendants' Judgment Sharing



Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Simmons, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Simmons had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants' Judgment Sharing 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 16 or inconsistency between this Settlement Agreement and the Defendants' Judgment Sharing Agreement shall be resolved in favor of the Defendants' Judgment Sharing Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Judgment Sharing Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to the long-form settlement agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: August 15, 2024



---

Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*



---

Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

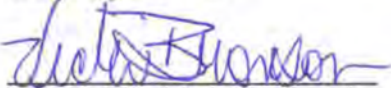
*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: August 15, 2024



Lynn H. Murray (#6191802)  
111 S. Wacker Dr., Ste 4700  
Chicago IL 60606  
Telephone: (312) 704-7700  
Facsimile: (312) 558-1195  
lhmurray@shb.com

Laurie A. Novion (admitted pro hac vice)  
2555 Grand Blvd.  
Kansas City, MO 64108  
Telephone: (816) 474-6550  
Facsimile: (816) 421-5547  
lnovion@shb.com



John R. Elrod (admitted pro hac vice)  
Vicki Bronson (admitted pro hac vice)  
**CONNER & WINTERS, LLP**  
4375 N. Vantage Drive, Ste. 405  
Fayetteville, AR 72703  
Telephone: (479) 582-5711  
jelrod@cwlaw.com  
vbronson@cwlaw.com

*Attorneys for Defendants Simmons, Inc.  
and Simmons Prepared Foods, Inc.*

# **EXHIBIT J**

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION

No. 1:16-cv-08637-TMD-JG

This Document Relates To:

Hon. Judge Thomas M. Durkin

*All End-User Consumer Plaintiff Actions*

Magistrate Judge Jeffrey T. Gilbert

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN END-USER  
CONSUMER INDIRECT PURCHASER CLASS PLAINTIFFS  
AND WAYNE FARMS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into in the above-captioned action (the “Action”) as of the 12th day of August, 2024 (“Execution Date”) by and between the End-User Consumer Indirect Purchaser Plaintiffs, on behalf of themselves and members of the certified class, (“EUCPs”), and Wayne Farms, LLC (“Settling Defendant” or “Wayne Farms”).

WHEREAS, EUCPs filed a consolidated amended class action complaint in the United States District Court for the Northern District of Illinois, alleging that various chicken producers participated in a conspiracy to fix, raise, maintain, and stabilize the price of Broilers;

WHEREAS, on October 30, 2020, EUCPs filed a motion for class certification;

WHEREAS, on May 27, 2022, the Court granted EUCPs’ motion for class certification and certified a class consisting of:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground,

seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

WHEREAS, the Court appointed Lead Counsel to represent the class;

WHEREAS, on June 30, 2023 the Court entered an Order granting Wayne Farms' Motion for Summary Judgment as to the EUCP Class claims against Wayne Farms (ECF No. 6641) (hereinafter "MSJ Order");

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the settlement;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Wayne Farms in any way arising out of or relating in any way to the indirect purchase of Broilers by the Settlement Class that were produced, processed or sold by Wayne Farms or any of the Defendants or their alleged co-conspirators;

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

WHEREAS, Wayne Farms, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that were asserted or could have been asserted against it, and that it has prevailed on summary judgment and believes it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and to put this controversy to rest;

WHEREAS, in the event this settlement does not obtain Court approval, both Parties wish to preserve all arguments, defenses, and responses to all claims in the Action, including all arguments, defenses and responses to any appeal;

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 EUCPs be settled and compromised, and dismissed on the merits with prejudice as to Wayne Farms:

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. "Wayne Farms" means Wayne Farms LLC and all of its predecessors; successors; assigns; affiliates (including, without limitation, any affiliates named as alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments, excluding Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.), Sanderson Farms Foods, LLC (f/k/a Sanderson Farms, Inc. (Foods Division)), Sanderson Farms Production, LLC (f/k/a Sanderson Farms, Inc. (Production Division)), and Sanderson Farms Processing, LLC (f/k/a Sanderson Farms, Inc. (Processing Division)). "Wayne Farms" does not include any other Defendant named by EUCPs in the Action, either explicitly or as a third-party beneficiary.
- b. "Broilers" means the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased

within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded.

- c. "Complaint" means the EUCPs' Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. "Court" means the United States District Court for the Northern District of Illinois.
- e. "Defendants" means those defendants named in the Complaint.
- f. "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 Wayne Farms with prejudice from the Action.
- g. "Final Judgment" means the first date upon which both of the following conditions shall have been satisfied: (a) 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.
- h. "Preliminary Approval" means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.



- i. “Released Claims” shall have the meaning set forth in Paragraph 9 of this Settlement Agreement.
- j. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the EUCPs, 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.
- k. “Repealer Jurisdictions” has the meaning ascribed in the Court’s order granting class certification in Docket Number 5644: California, District of

Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee; Utah, and Wisconsin.

l. “Settlement Administrator” means the firm retained to disseminate the Settlement Class Notice.

m. “Settlement Class” or “EUCP Class” shall have the same definition and consist of the litigation class certified by the Court on May 27, 2022 (ECF No. 5644) defined as follows: All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cut-up birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the EUCP Class nor Wayne Farms will seek to further adjudicate, via appeal or any other means, the orders of the Court in connection with the EUCP Action as they pertain to the other Party, including but not limited to asking the Court to revise, modify, vacate, or reconsider the MSJ Order. For the avoidance of doubt, this does not preclude Wayne Farms from further adjudicating, via appeal or any other means, orders of the Court as part of its defense against any claims brought against Wayne Farms by any other Plaintiff.

3. The EUCP Class's Challenge to MSJ Order As to Wayne Farms: Upon filing of the motion seeking approval of this Settlement Agreement, the EUCP Class will advise the Court that they no longer intend to appeal the MSJ Order as to Wayne Farms, are not asking the Court to revise, modify, vacate, or reconsider the MSJ Order as to Wayne Farms, and are not seeking a ruling on the Rule 50 Motion that will revise, modify, vacate, or reconsider the MSJ Order as to Wayne Farms pending approval of this Settlement Agreement. However, the EUCP Class reserves the right to seek to challenge the MSJ Order as to Wayne Farms and take necessary steps to preserve any such rights in the event this settlement does not obtain Court approval. For the avoidance of doubt, the EUCP Class's reservation of rights as described in this paragraph shall cease upon the Effective Date.

4. Settlement Consideration: In consideration for the waiver of appellate or adjudication rights set forth herein, the EUCP Class and Wayne Farms each agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees or any other form of recovery in connection with the Action. Wayne Farms does not waive any rights to seek any of its costs, fees, attorney's fees or any other form of recovery in connection with the Action from any other Plaintiff in the Action. Similarly, in the event this Settlement is not approved, the EUCP Class reserves all rights to challenge and contest any effort by Wayne Farms to seek to recover any costs against the EUCP Class.

5. Motion for Preliminary Approval. No later than ninety (90) days after the Execution Date, EUCPs will move the Court for Preliminary Approval of this settlement. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Lead Counsel to Wayne Farms for its review. To the extent that Wayne Farms objects to any aspect of the motion, it shall communicate such objection

to Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class. This deadline may be extended by agreement.

6. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this settlement, EUCPs shall seek, and Wayne Farms shall take no position with respect to, appointment of Lead Counsel as Settlement Class Counsel for purposes of this settlement and certification in the Action of the following Settlement Class:

All persons and entities who indirectly purchased the following types of raw chicken, whether fresh or frozen: whole birds (with or without giblets), whole cutup birds purchased within a package, breast cuts or tenderloin cuts, but excluding chicken that is marketed as halal, kosher, free range, organic, diced, minced, ground, seasoned, flavored or breaded—from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from January 1, 2012 to July 31, 2019.

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

- a. Notice of this settlement will be sent in coordination with other settlements reached between the EUCP Class and other Defendants. Individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of 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, Lead Counsel, nor Wayne Farms 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.

- c. Lead Counsel shall use best efforts to send out notice to the Settlement Class within a reasonable period after Preliminary Approval by the Court of the Settlement Agreement. However, Lead Counsel may choose to delay the sending of notice to the class so that notice need only be sent to the class once for multiple settlements and that notice costs are kept as low as possible.

8. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and certifies the Settlement Class, then EUCPs, through 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. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Lead Counsel to Wayne Farms for its review. To the extent that Wayne Farms objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. 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 Wayne Farms in all class action complaints asserted by EUCPs;
- d. Discharging and releasing Wayne Farms from all Released Claims;
- e. Enjoining EUCPs and members of the Settlement Class from suing Wayne Farms for any of the Released Claims;
- f. Confirming that Wayne Farms has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
- 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 Wayne Farms shall be final and entered forthwith.

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

9. Release. Upon Final Judgment, the Releasing Parties shall completely release and forever discharge Wayne Farms 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, 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, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action. (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than Wayne Farms; or (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, or product defect. This reservation of claims set forth in (i) and (ii) of this paragraph does not impair or diminish the right of Wayne Farms to assert any and all defenses to such claims. Prior to Final Judgment, all Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against Wayne Farms. 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 Wayne Farms arising out of or relating to the Released Claims.

10. Further Release. In addition to the provisions of Paragraph 9, 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 (providing, "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.") and Section 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.") 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 or Section 20-7-11 of the South Dakota Codified Laws. 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 9, 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 9, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

11. 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.

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

13. Effect of Disapproval or Rescission. 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 8 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(g) of this Settlement Agreement, then this Settlement Agreement may be cancelled and terminated by Wayne Farms or EUCPs on behalf of the Settlement Class.

If cancelled and terminated, this Settlement Agreement shall become null and void, and the Parties' position shall be returned to the status quo ante.

14. 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.

15. 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 9 or 10, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 9 or 10 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 9 or 10 are asserted by Wayne Farms 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 Wayne Farms 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.

16. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Wayne Farms, 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 EUCPs' Lead Counsel that such notices have been served.

17. 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 Wayne Farms. 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 EUCPs 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.

18. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against Wayne Farms, 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 Wayne Farms.

19. 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.

20. 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, including as evidence of the Release granted herein.

21. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) by email and (2) 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 EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101

Shana E. Scarlett  
HAGENS BERMAN SOBOL SHAPIRO LLP  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710

Brent W. Johnson  
COHEN MILSTEIN SELLERS & TOLL, PLLC  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005

If directed to Wayne Farms, to:

Christopher E. Ondeck  
Proskauer Rose LLP  
1001 Pennsylvania Avenue, NW  
Suite 600 South

Washington, DC 20004

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.

22. 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 Wayne Farms.

23. No Third-Party Beneficiaries. Except as provided in Paragraph 30, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Wayne Farms (as defined herein), an EUCP, a member of the Settlement Class, or Lead Counsel.

24. 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.

25. 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 would 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.

26. 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.

27. 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.

28. 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

29. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials exchanged during the settlement negotiation.



30. EUCPs 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. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs 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 Wayne Farms, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Wayne Farms had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs 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 30 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. EUCPs 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 EUCPs' attorneys for payment of attorneys' fees and expenses. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: August 12, 2024



Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: \_\_\_\_\_, 2024



Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*

Christopher E. Ondeck  
Proskauer Rose LLP  
1001 Pennsylvania Avenue, NW  
Suite 600 South  
Washington, DC 20004  
T: (202) 416-6800  
condeck@proskauer.com

*Counsel for Wayne Farms*

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

DATED: August 12, 2024

---

Shana E. Scarlett  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
715 Hearst Avenue, Suite 300  
Berkeley, California 94710  
Telephone: (510) 725-3000  
Facsimile: (510) 725-3001  
shanas@hbsslaw.com

Steve W. Berman  
**HAGENS BERMAN SOBOL SHAPIRO LLP**  
1301 Second Avenue, Suite 2000  
Seattle, Washington 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
steve@hbsslaw.com

*Co-Lead Counsel for the End-User Consumer  
Indirect Purchaser Plaintiff Class*

DATED: \_\_\_\_\_, 2024



---

Christopher E. Ondeck  
Proskauer Rose LLP  
1001 Pennsylvania Avenue, NW  
Suite 600 South  
Washington, DC 20004  
T: (202) 416-6800  
condeck@proskauer.com

*Counsel for Wayne Farms*

---

Brent W. Johnson  
Benjamin D. Brown  
Daniel H. Silverman  
Alison Deich  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Avenue NW  
Suite 500, West Tower  
Washington, DC 20005  
Telephone: (202) 408-4600  
bjohnson@cohenmilstein.com  
bbrown@cohenmilstein.com  
dsilverman@cohenmilstein.com  
adeich@cohenmilstein.com

*Co- Lead Counsel for End-User Consumer  
Indirect Purchaser Plaintiff Class*