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

IN RE BROILER CHICKEN ANTITRUST LITIGATION, This Document Relates To: THE DIRECT PURCHASER PLAINTIFF ACTION	Case No.: 1:16-cv-08637 The Honorable Thomas M. Durkin

DECLARATION OF BOBBY POUYA IN SUPPORT OF DIRECT PURCHASER PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH DEFENDANTS FOSTER FARMS, PERDUE, CASE, CLAXTON, WAYNE FARMS, AGRI STATS, AND SANDERSON FARMS; AND APPROVAL OF NOTICE PLAN

I, Bobby Pouya, declare and state as follows:

1. I am a Partner of the law firm of Pearson Warshaw, LLP. This Court has appointed my firm, together with Lockridge Grindal Nauen P.L.L.P., as Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class ("DPPs") in this litigation.

2. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Settlements with Defendants Foster Farms, Perdue, Case, Claxton, Wayne Farms, Agri Stats, and Sanderson Farms ("Settlements"); and Approval of Notice Plan, filed concurrently herewith.

3. On behalf of DPPs, I, my firm, and my Co-Lead Class Counsel personally conducted separate settlement negotiations with counsel for Foster Farms, Perdue, Case, Claxton, Wayne Farms, Agri Stats, and Sanderson Farms ("Settling Defendants"). In deciding whether to continue post-trial and appellate efforts, DPP Co-Lead Class Counsel considered the strength of Plaintiffs' claims and the Settling Defendants' defenses, and the substantial benefits that the Settlements will provide to the Class. The Settling Defendants have provided estimates of their potentially recoverable costs which collectively exceed $1 million. While the Class would challenge any costs petitions if these Settlements are not approved, the potential sum is substantial and Co-Lead Class Counsel believe that the Settlements are in the best interest of the certified DPP Class.

4. The DPPs and Foster Farms signed the Settlement Agreement on December 21, 2023, which is attached hereto as Exhibit 1.

5. The DPPs and Perdue signed the Settlement Agreement on January 24, 2024, which is attached hereto as Exhibit 2.

6. The DPPs and Case signed the Settlement Agreement on January 20, 2024, which is attached hereto as Exhibit 3.

7. The DPPs and Claxton signed the Settlement Agreement on January 29, 2024, which is attached hereto as Exhibit 4.

8. The DPPs and Wayne Farms signed the Settlement Agreement on February 8, 2024, which is attached hereto as Exhibit 5.

9. The DPPs and Agri Stats signed the Settlement Agreement on February 9, 2024, which is attached hereto as Exhibit 6.

10. The DPPs and Sanderson Farms signed the Settlement Agreement on February 12, 2024, which is attached hereto as Exhibit 7.

11. The Settlements were entered into after extensive factual investigation and legal analysis.

12. The Settlements were entered into after DPPs had the opportunity to take dozens of depositions, analyze millions of documents, and engage in extensive written discovery.

13. Prior to the Court's ruling on Defendants' motions to dismiss, Plaintiffs reached an "ice-breaker" settlement with Defendant Fieldale. Fieldale, a small producer, agreed to pay $2.25 million, provide cooperation including attorney and witness proffers, and produce certain documents to DPPs. The Court granted final approval to the Fieldale settlement on November 18, 2018. (*See* ECF No. 1414.) Plaintiffs later reached settlements with Defendants Amick, Peco, and George's. Like Fieldale, these three Defendant groups are small producers. In addition to providing cooperation to DPPs, Peco paid $4,964,600, George's paid $4,097,000, and Amick paid $3,950,000. (*See id*.) The Court granted final approval of the Amick, Peco, and George's settlements on October 27, 2020. (*See* ECF Nos. 3944 (Peco and George's), 3945 (Amick).) DPPs then secured significant settlements with Pilgrim's and Tyson in the amount of $75 million and $79,340,000, respectively. The Court granted final approval of the Pilgrim's and Tyson settlements

on June 29, 2021. (*See* ECF No. 4789.) DPPs then secured significant settlements with Mar Jac and Harrison Poultry in the amount of $7,975,000 and $3,300,000, respectively. The Court granted final approval of the Mar Jac and Harrison settlements on January 27, 2022. (*See* ECF No. 5397.) Next, DPPs secured a settlement with Simmons in the amount of $8,018,991. The Court granted final approval of the Simmons settlement on December 12, 2023. (*See* ECF No. 7085.) DPPs then settled with Mountaire and O.K. Foods in the amount of $15,899,826 and $4,856,333, respectively. The Court granted final approval of the Mountaire and O.K. Foods settlements on December 12, 2023. (*See* ECF Nos. 7087, 7088.) DPPs then settled with HRF and Koch in the amount of $27,500,000 and $47,500,000, respectively. The Court granted preliminary approval of the HRF and Koch settlements on December 6, 2023. (*See* ECF Nos. 7070.) The total settlements obtained by DPPs is $284,650,750.

14. This litigation has been pending for seven years, through summary judgment and a trial, and thus the Parties have had ample opportunity to assess the merits of their respective claims and defenses and to weigh the relative benefits of continued litigation or settlement. In particular each of the Settlements was entered into after entry of summary judgment or verdict at trial in favor of the Settling Defendants.

15. Each Settlement Agreement was the product of an independent negotiation process that commenced with each Settling Defendant in December 2023. Each of the settlement negotiations involved multiple exchanges between the parties as well as drafts that ultimately resulted in the final settlement agreements.

16. Each of the Settlements come after extensive, confidential, arm's-length negotiations between the parties. The negotiations were kept confidential and necessitated numerous conferences, as well as written exchanges between counsel during which the parties

negotiated the material terms of the Settlement, as well as the final Settlement Agreement. Throughout this process, each Settling Defendant has been represented by experienced, sophisticated counsel. In engaging in these settlement discussions, counsel for DPPs were focused on obtaining the best possible result for the Certified Class.

17. There was no collusion or preference among counsel for the parties at any time during these negotiations. To the contrary, the negotiations were contentious, hard fought, and fully informed. Plaintiffs sought to obtain the greatest monetary benefit possible from the Settling Defendants. Furthermore, throughout the course of the negotiations, there was never any discussion or agreement at any time regarding the amount of attorneys' fees Direct Purchaser Plaintiffs' counsel would ask the Court to award in this case.

18. In sum, the Settlement Agreements: (1) are the result of extensive good-faith and hard-fought negotiations between knowledgeable and skilled counsel; (2) were entered into after extensive factual investigation and legal analysis; and (3) in the opinion of experienced Co-Lead Class Counsel, are fair, reasonable, and adequate.

19. The Settlements are on behalf of the Class previously certified by the Court on May 27, 2022. (ECF No. 5644.)

20. DPPs have enlisted the services of an experienced class action administrator, A.B. Data Ltd., to administer notice to the Certified Class members. The details of the proposed class notice program essentially mirror the notice programs approved by this Court regarding the earlier settlements.

21. I have practiced law since 2006, I specialize in antitrust class action law, and I have prosecuted numerous antitrust class actions as lead counsel or other leadership positions. I have

negotiated many settlements during those years. In my opinion, and in that of my Co-Lead Class Counsel, the proposed settlement agreements are fair, reasonable, and adequate.

22. I, along with my co-counsel, have determined and respectfully propose in this motion that the American Antitrust Institute ("AAI") and No Kid Hungry are appropriate and deserving recipients of any residual settlement proceeds in this case, should it be necessary. W. Joseph Bruckner, Co-Lead Class Counsel, has been active in the AAI throughout his career and currently serves on both its Advisory Board and its Board of Directors. While he was involved in the selection of the organization as a potential *cy pres* recipient in this lawsuit, neither he nor his firm (Lockridge Grindal Nauen P.L.L.P.) will benefit from any award to the AAI.

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

Executed on this 6th day of March, 2024 at Sherman Oaks, California.

/s/ Bobby Pouya
Bobby Pouya

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND FOSTER FARMS DEFENDANTS

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 21st day of December 2023 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] 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 (collectively referred to as "Settling Defendant" or "Foster Farms") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Foster Farms are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Foster Farms participated in a conspiracy—with other Defendants and alleged non-Defendant co-conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

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

WHEREAS, on June 30, 2023 the Court entered an Order granting Foster Farms' Motion for Summary Judgment as to the DPP Class claims against Foster Farms (ECF No. 6641) (hereinafter "Foster 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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Foster Farms to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs 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 could be asserted by the DPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the DPPs be settled, compromised, and dismissed on the merits with prejudice consistent with the Foster 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. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Foster Farms; or (2) if notice to the DPP Class is required, 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) no appeal or petition to seek permission to

appeal the Court's approval of the Settlement has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty days after entry of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise or (ii) the date the Final Judgment is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Foster Farms.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP Class nor Foster Farms will seek to further adjudicate, via appeal or any other means, the orders of the Court in connection with the DPP Action as to Foster Farms or the DPP Class, including but not limited to the Foster Farms MSJ Order.

3. Settlement Consideration: In consideration for the waiver of appellate or adjudication rights set forth herein, the DPP 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 or recovery in connection with the Action. Each Party shall be responsible and bear its own attorney's fees and costs in connection with the Action. Foster Farms does not waive any rights to seek costs against the DPP Class in the event this Settlement is not approved. Similarly, in the event this Settlement is not approved, the DPP Class reserves all rights to challenge and contest any effort by Foster Farms to seek to recover any costs against the DPP Class. Foster Farms does not waive any rights to seek costs, fees, attorney's fees or any other form of recovery in connection with the Action from any other plaintiff in the Action.

4. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23 (c)(2)(B) and Court-approved notices, the DPP Class Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to rulings on a motion for summary judgment, such as the Foster MSJ Order. *See* Order Approving DPP Class Notice (ECF No. 6195). The Parties agree that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class

is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice.

Notwithstanding the foregoing, Co-Lead Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

> On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Foster Farms against the DPP Class. The DPP 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 DPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

5. Choice of Law and Consent to Jurisdiction. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The Parties and 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.

6. 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 CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

7. 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.

8. 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.

9. Qualified Settlement. DPPs and the Certified Class 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 DPPs 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 DPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs 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. DPPs 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 9 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.

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

Dated: December 22, 2023

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: December 22, 2023

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: December 21, 2023

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

Counsel for Defendants Foster Farms, LLC and Foster Poultry Farms LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND PERDUE DEFENDANTS

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 24th day of January 2024 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), and Defendants Perdue Farms, Inc. and Perdue Foods LLC (collectively referred to as "Settling Defendant" or "Perdue") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Perdue are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Perdue participated in a conspiracy—with other Defendants and alleged non-Defendant co-conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

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

WHEREAS, on June 30, 2023 the Court entered an Order granting Perdue's Motion for Summary Judgment as to the DPP Class claims against Perdue (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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Perdue to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs 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 have been, could have been, or could be asserted by the DPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

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 DPPs 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. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Perdue; or (2) if notice to the DPP Class is required, 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) no appeal or petition to seek permission to appeal the Court's

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

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Perdue.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP 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 DPP 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 DPP Class's Challenge to MSJ Order As to Perdue: Upon filing of the motion seeking approval of this Settlement Agreement and in the reply brief supporting the DPP Class's pending motion docketed at ECF 7093 in this Action (Plaintiffs' Joint Rule 50(b) And Rule 59 Motion for Judgment As a Matter of Law, or in the Alternative, A New Trial ("Rule 50 Motion")), the DPP Class will advise the Court that they no longer intend to appeal the MSJ Order as to Perdue, are not asking the Court to revise, modify, vacate, or reconsider the MSJ Order as to Perdue, and are not seeking a ruling on the Rule 50 Motion that will revise, modify, vacate, or reconsider the MSJ Order as to Perdue pending approval of this Settlement Agreement. The DPP Class further agrees that it will not challenge the MSJ Order as to Perdue, including without limitation in connection with the DPP Class's pending motion docketed at ECF 7093, during the time period between the date of execution of this Settlement Agreement and the Effective Date (as defined herein). However, the DPP 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 DPP 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 DPP 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 or recovery in connection with the Action. Perdue does not waive any rights to seek 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 DPP Class reserves all rights, including the right to challenge and contest any effort by Perdue to seek to recover any costs against the DPP Class.

5. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23 (c)(2)(B) and Court-approved notices, the DPP Class Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to rulings on a motion for summary judgment, such as the MSJ Order. *See* Order Approving DPP Class Notice (ECF No. 6195). The Parties agree that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice. Notwithstanding the foregoing, in the event class notice is required by the Court, Perdue shall have no responsibility or liability relating to the administration or costs associated with such notice and the DPP class shall bear all costs to effectuate any such notice.

Notwithstanding the foregoing, Co-Lead Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

> On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Perdue against the DPP Class. The DPP 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 DPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

6. Choice of Law and Consent to Jurisdiction. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The Parties and 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.

7. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court, Perdue, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

8. 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.

9. 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.

10. Qualified Settlement. The DPPs and the Certified Class 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 DPPs 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 any damages attributable to sales of Broilers by Perdue, the DPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, the DPPs and the Certified Class shall reduce the dollar amount collectable from any Party to the Defendants' Agreement pursuant to any such Final Judgment the DPPs or members of the Certified Class might obtain against any Party to the Defendants' Agreement 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. DPPs 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 13 or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants'

Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs shall use their best efforts to ensure that this 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.

11. 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 purposes 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.

12. 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 the Settlement Agreement.

13. 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 Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this 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.

14. 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 thereof, although the original signatures shall thereafter be appended to this Settlement Agreement and filed with the Court.

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

16. 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 a result of coercion or duress.

17. Confidentiality. The Parties continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. However, Perdue and DPPs 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

(defined above). 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.

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

Dated: January 24, 2024

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Bobby Pouya

Dated: January __, 2024

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Danielle R. Foley

Dated: January 24, 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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND CASE FARMS DEFENDANTS

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 20th day of January 2024 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), and Defendants Case Foods, Inc., Case Farms, LLC, and Case Farms Processing, Inc. (collectively referred to as "Settling Defendant" or "Case Farms") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Case Farms are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Case Farms participated in a conspiracy—with other Defendants and alleged non-Defendant co-conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

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

WHEREAS, on June 30, 2023 the Court entered an Order granting Case Farms' Motion for Summary Judgment as to the DPP Class claims against Case 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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Case Farms to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including avoiding the imposition of certain costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Certified Class;

WHEREAS, Case Farms, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that could be asserted by the DPP Class (as hereinafter defined) against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the DPPs and the Certified Class be settled, compromised, and dismissed on the merits with prejudice as to Case Farms 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. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Case Farms; or (2) if notice to the DPP Class is required, 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*) no appeal or petition to seek permission to appeal the Court's

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

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Case Farms.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP Class nor Case Farms will seek to further adjudicate against the other, either before the District Court, via appeal, or by any other means, the claims or defenses either has asserted in the action or any orders entered by the Court in connection with the Action as to Case Farms or the DPP Class, including but not limited to asking the Court to revise, modify, vacate or reconsider the MSJ Order as to Case Farms. Further, the DPPs via Co-Lead Class Counsel will inform the Court in the reply memorandum they file in support of their December 22, 2023 Joint Rule 50(b) and Motion for Judgment as a Matter of Law (ECF 7093, "Rule 50 Motion") that, pending approval of this Settlement Agreement, they no longer intend to appeal the MSJ Order as to Case Farms and are not asking the District Court to revise, modify, vacate or reconsider the MSJ Order as to Case Farms. This paragraph does not limit Case Farms from seeking to further adjudicate any defense, claim, or order of the Court in furtherance of its defense against claims asserted in the Action by any Plaintiff other than the DPP Class.

3. Settlement Consideration: In consideration for the waiver of appellate or adjudication rights set forth in Paragraph 2 herein, the DPP Class and Case 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 or recovery in connection with the Action. Each Party shall be responsible and bear its own attorney's fees and costs in connection with the Action. In the event this Settlement is not approved, Case Farms' does not waive any rights to seek costs against the DPP Class. Similarly, in the event this Settlement is not approved, the DPP Class reserves all rights to challenge and contest any effort by Case Farms to seek to recover any costs against the DPP Class, or otherwise pursue any right to challenge or appeal the MSJ Order that is waived under the Settlement Agreement. In any event,

Case Farms does not waive any of its rights to recover costs and attorneys' fees against any party to the Action other than the DPP Class.

4. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23 (c)(2)(B) and Court-approved notices, the DPP Class Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to rulings on a motion for summary judgment, such as the MSJ Order. *See* Order Approving DPP Class Notice (ECF No. 6195). The Parties agree that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Class Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice. In no event will Case Farms be responsible for administering any required class notice process relating to this Agreement, including bearing any costs or expenses of that process.

Notwithstanding the foregoing, Co-Lead Class Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

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

against the DPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

5. Choice of Law and Consent to Jurisdiction. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The 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.

6. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for approval, Case Farms, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

7. Qualified Settlement. The DPPs and the Certified Class 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 DPPs 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 any damages attributable to sales of Broilers by Case Farms, the DPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, the DPPs and the Certified Class shall reduce the dollar amount collectable from any Party to the Defendants' Agreement pursuant to any such Final Judgment the DPPs or members of the Certified Class might obtain against any Party to the

Defendants' Agreement by a percentage equal to the Sharing Percentage of Case Farms, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Case Farms had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. DPPs 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 7 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.

8. 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.

9. 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.

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

Brian D. Clark

Dated: January 23, 2024

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401

T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: January 23, 2024

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: January 24, 2024

Joseph D. Carney
JOSEPH D. CARNEY & ASSOCIATES LLC
159 Crocker Park Boulevard, Suite 400
Westlake, OH 44145
jdc@jdcarney.com

Mailing Address: 1540 Peach Drive, Avon, Ohio 44011

Counsel for Defendants Case Foods, Inc., Case Farms, LLC, and Case Farms Processing, Inc.

4866-4314-5375, v. 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND NORMAN W. FRIES, INC. D/B/A CLAXTON POULTRY FARMS

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 29th day of January 2024 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), and Defendant Norman W. Fries, Inc. d/b/a Claxton Poultry Farms (referred to as "Settling Defendant" or "Claxton") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Claxton are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Claxton participated in a conspiracy—with other Defendants and alleged non-Defendant co-conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

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

WHEREAS, on June 30, 2023 the Court entered an Order granting Claxton's Motion for Summary Judgment as to all the DPP Class claims against Claxton (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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Claxton to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including avoiding the imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Certified Class;

WHEREAS, Claxton denies the DPPs' claims in the Action, and notwithstanding the MSJ Order dismissing all of DPPs' claims against Claxton and Claxton's belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that could be asserted or appealed by the DPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

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 DPPs forgo appealing the MSJ Order against Claxton and that all claims be settled, compromised, and dismissed on the merits with prejudice as to Claxton consistent with the MSJ Order and the terms and conditions set forth in Paragraphs 2 and 3 of this Settlement Agreement:

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

a. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Claxton; or (2) if notice to the DPP Class is required, 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) no appeal or petition to seek permission to appeal the Court's

approval of the Settlement has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty days after entry of final approval; or (2) if any timely appeals from the final approval or notices of appeal from the final approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise or (ii) the date the Final Judgment is finally affirmed on appeal and the Final Judgment is no longer subject to further appeal or review.

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Claxton.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP Class nor Claxton will seek to further adjudicate, either before the District Court, via appeal or any other means, the orders of the Court in connection with the DPP Action as to Claxton or the DPP Class, including but not limited to the MSJ Order. The DPP Class further agrees that the MSJ Order is a final judgment on the merits with respect to the DPP Class claims against Claxton. The DPPs will inform the Court in the reply memorandum they file in support of their December 22, 2023 Joint Rule 50(b) and Motion for Judgment as a Matter of Law that they no longer intend to appeal the MSJ Order as to Claxton and are not asking the District Court to revise or reconsider that Order. This Paragraph does not limit Claxton from seeking to further adjudicate any order of the Court in furtherance of its defense against claims asserted in the Action by any plaintiff other than the DPP Class. Nothing herein shall waive Claxton's rights with regard to any other Track 1 plaintiff.

3. Settlement Consideration: In consideration for the waiver of appellate or adjudication rights set forth herein, the DPP 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 or recovery, including, but not limited to, claims that were pursued or could have been pursued in connection with the Action. Each Party shall be responsible and bear its own attorney's fees and costs in connection with the Action. In the event this Settlement is not approved, Claxton reserves all rights to seek to recover any costs and fees from the DPP Class, and the DPP Class reserves all rights to challenge and contest any effort by Claxton to seek to recover any costs against the DPP Class or otherwise pursue any right to challenge or appeal the MSJ Order that is waived under the Settlement Agreement. In any event, Claxton does not waive any of its rights to recover costs and attorneys' fees against any party to the Action other than the DPP Class.

4. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23(c)(2)(B) and Court-approved notices, the DPP Class Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to rulings on a motion for summary judgment, such as the MSJ Order. *See* Order Approving DPP Class Notice (ECF No. 6195). The Parties agree that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice. In no event will Claxton be responsible for administering any required class notice process relating to this Agreement, including bearing any costs or expenses of or related to that process.

Notwithstanding the foregoing, Co-Lead Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

> On June 30, 2023, the Court granted the motion for summary judgment filed by defendant Claxton against the DPP Class. The DPP Class has agreed to not appeal 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 DPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

5. Choice of Law and Consent to Jurisdiction ("CAFA"). Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The Parties and 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.

6. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement with the Court with the abovementioned motion for approval, Claxton, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

7. 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.

8. 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.

9. Qualified Settlement. DPPs and the Certified Class 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 DPPs 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 Claxton, the DPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs 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. DPPs 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 9 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.

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

Brian D. Clark

Dated: January 29 2024

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Bobby Pouya

Dated: January 30, 2024

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: January 31, 2024

WINSTON & STRAWN LLP
James F. Herbison (#6275116)
Michael P. Mayer (#6272677)
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.
(admitted pro hac vice)
690 S Ponce Court NE
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

FRE 408/PRIVILEGED/CONFIDENTIAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND WAYNE FARMS

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 8th day of February 2024 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), and Defendant Wayne Farms, LLC (referred to as "Settling Defendant" or "Wayne Farms") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Wayne Farms are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Wayne Farms participated in a conspiracy—with other Defendants and alleged non-Defendant co-conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

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

WHEREAS, on June 30, 2023 the Court entered an Order granting Wayne Farms' Motion for Summary Judgment as to the DPP 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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Wayne Farms to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Certified Class;

WHEREAS, Wayne Farms, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that have been, could have been, or could be asserted by the DPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

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 DPPs be settled, compromised, and dismissed on the merits with prejudice as to Wayne Farms 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. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Wayne Farms; or (2) if notice to the DPP Class is required, 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) no appeal or petition to seek permission to appeal the

Court's approval of the Settlement has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty days after entry of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise or (ii) the date the Final Judgment is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Wayne Farms.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP Class nor Wayne Farms will seek to further adjudicate, via appeal or any other means, the orders of the Court in connection with the DPP 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 DPP Class's Challenge to MSJ Order As to Wayne Farms: Upon filing of the motion seeking approval of this Settlement Agreement and in the reply brief supporting the DPP Class's pending motion docketed at ECF 7093 in this Action (Plaintiffs' Joint Rule 50(b) And Rule 59 Motion for Judgment As a Matter of Law, or in the Alternative, A New Trial ("Rule 50 Motion")), the DPP 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. The DPP Class further agrees that it will not challenge the MSJ Order as to Wayne Farms, including without limitation in connection with the DPP Class's pending motion docketed at ECF 7093, during the time period between the date of execution of this Settlement Agreement and the Effective Date (as defined herein). However, the DPP 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 DPP 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 DPP 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 or 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 DPP Class reserves all rights to challenge and contest any effort by Wayne Farms to seek to recover any costs against the DPP Class.

5. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23 (c)(2)(B) and Court-approved notices, the DPP Class Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to rulings on a motion for summary judgment, such as the MSJ Order. *See* Order Approving DPP Class Notice (ECF No. 6195). The Parties agree that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice. Notwithstanding the foregoing, in the event class notice is required by the Court, Wayne Farms shall have no responsibility or liability relating to the administration or costs associated with such notice and the DPP class shall bear all costs to effectuate such notice.

Notwithstanding the foregoing, Co-Lead Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

> On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Wayne Farms against the DPP Class. The DPP Class has agreed to not appeal the summary judgment order as to defendant Wayne Farms in exchange for a waiver by Wayne Farms of its right to seek recovery of any and all fees and costs against the DPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

6. Choice of Law and Consent to Jurisdiction. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The Parties and 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.

7. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court, Wayne Farms, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

8. 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.

9. 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.

10. Qualified Settlement. The DPPs and the Certified Class 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 DPPs 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 any damages attributable to sales of Broilers by Wayne Farms, the DPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, the DPPs and the Certified Class shall reduce the dollar amount collectable from any Party to the Defendants' Agreement pursuant to any such Final Judgment the DPPs or members of the Certified Class might obtain against any Party to the Defendants' Agreement 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. DPPs 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 10 or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be

resolved in favor of the Defendants' Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs shall use their best efforts to ensure that this 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.

11. 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 purposes 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.

12. 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 the Settlement Agreement.

13. 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 Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this 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.

14. 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 thereof, although the original signatures shall thereafter be appended to this Settlement Agreement and filed with the Court.

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

16. 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 a result of coercion or duress.

17. Confidentiality. The Parties continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. However, Wayne Farms and DPPs can inform other parties to this Action that they have reached a settlement agreement. Wayne Farms may also provide a copy of this Settlement Agreement to all parties to the Defendants' Agreement (defined above). 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.

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

Dated: February __, 2024

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: February __, 2024

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: February 9, 2024

Christopher E. Ondeck
Proskauer Rose, LLP
1001 Pennsylvania Avenue, NW
Suite 600 South
Washington, DC 20004-2533
condeck@proskauer.com

Counsel for Defendant Wayne Farms, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND AGRI STATS, INC.

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 9th day of February 2024 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), and Defendant Agri Stats, Inc. (referred to as "Settling Defendant" or "Agri Stats") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Agri Stats are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Agri Stats participated in a conspiracy—with other Defendants and alleged non-Defendant co-conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

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

WHEREAS, on June 30, 2023 the Court entered an Order granting Agri Stats' Motion for Summary Judgment as to the DPP Class claims against Agri Stats (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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Agri Stats to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Certified Class;

WHEREAS, Agri Stats, notwithstanding its belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that have been, could have been, or could be asserted by the DPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

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 DPPs be settled, compromised, and dismissed on the merits with prejudice as to Agri Stats 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. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Agri Stats and dismisses the Action as to Agri Stats with prejudice; or (2) if notice to the DPP Class is required, the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval of this Settlement and dismissal of the Action as to Agri

Stats with prejudice; and (b) either (1) no appeal or petition to seek permission to appeal the Court's approval of the Settlement has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty days after entry of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise or (ii) the date Final Judgment as to Agri Stats is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Agri Stats.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP Class nor Agri Stats will seek to further adjudicate at the district court, via appeal, or any other means, the orders of the Court in connection with the DPP 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 Agri Stats from further adjudicating, via appeal or any other means, orders of the Court as part of its defense against any claims brought against Agri Stats by any other Plaintiff.

3. The DPP Class's Challenge to MSJ Order As to Agri Stats: Upon filing of the motion seeking approval of this Settlement Agreement and in the reply brief supporting the DPP Class's pending motion docketed at ECF 7093 in this Action (Plaintiffs' Joint Rule 50(b) And Rule 59 Motion for Judgment As a Matter of Law, or in the Alternative, A New Trial ("Rule 50 Motion")), the DPP Class will advise the Court that, once the Effective Date (as defined herein) occurs, they no longer will appeal the MSJ Order as to Agri Stats, will not ask the Court to revise, modify, vacate, or reconsider the MSJ Order as to Agri Stats, and will not seek a ruling on the Rule 50 Motion that will revise, modify, vacate, or reconsider the MSJ Order as to Agri Stats. The DPP Class further agrees that it will not challenge the MSJ Order as to Agri Stats, including without limitation in connection with the DPP Class's pending motion docketed at ECF 7093, during the time period between the date of execution of this Settlement Agreement and the Effective Date (as defined herein). However, the DPP Class reserves the right to seek to challenge the MSJ Order as to Agri Stats 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 DPP Class's reservation of rights as described in this paragraph shall cease upon the Effective Date.

4. Settlement Consideration:

a. In consideration for the waiver of appellate or adjudication rights set forth herein, the DPP Class and Agri Stats each agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees or any other form or recovery in connection with the Action. Each Party shall be responsible and bear its own attorney's fees and costs in connection with the Action. Agri Stats does not waive any rights to seek costs against the DPP Class in the event this Settlement is not approved. Similarly, in the event this Settlement is not approved, the DPP Class reserves all rights, including the right to challenge and contest any effort by Agri Stats to seek to recover any costs against the DPP Class. Agri Stats does not waive any rights to seek costs, fees, attorney's fees or any other form of recovery in connection with the Action from any other Plaintiff in the Action.

b. Agri Stats also agrees to offer DPP Class members access to the Broiler price reporting service offered by Express Markets Inc. ("EMI") at no cost for six (6) months from the Effective Date. To obtain these services, DPP Class Members must contact dppsettlement@expressmarketsinc.com. Agri Stats agrees it will not use or present any arguments regarding the provision of the free EMI services or the Class Members' acceptance of the free EMI services in connection with any other litigation or any filings in this case to prove or disprove the validity or amount of any claim or defense.

5. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23 (c)(2)(B) and Court-approved notices, the DPP Class

Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to rulings on a motion for summary judgment, such as the MSJ Order. *See* Order Approving DPP Class Notice (ECF No. 6195). Co-Lead Class Counsel request that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice. In the event that the Court permits DPP Class members to request exclusion from the DPP Class and/or the Settlement, then Agri Stats shall have the unilateral right (but not the obligation) to terminate the Settlement should any DPP Class member(s) request such exclusion. Notwithstanding the foregoing, in the event class notice is required by the Court, Agri Stats shall have no responsibility or liability relating to the administration or costs associated with such notice and the DPP class shall bear all costs to effectuate any such notice.

Notwithstanding the foregoing, Co-Lead Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

> On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Agri Stats against the DPP Class. The DPP Class has agreed to not appeal the summary judgment order as to defendant Agri Stats in exchange for a

waiver by Agri Stats of its right to seek recovery of any and all fees and costs against the DPP Class in conjunction with this Action.

The agreement also includes the option for Class Members to receive free access to 6 months of price reporting services from Agri Stats subsidiary Express Markets Inc. (EMI). Class Members can obtain this service by emailing dppsettlement@expressmarketsinc.com by [DATE]. The Court approved this agreement on [DATE].

6. Choice of Law and Consent to Jurisdiction. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The Parties and 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.

7. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court, Agri Stats, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

8. 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.

9. 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.

10. 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 purposes 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.

11. 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 the Settlement Agreement.

12. 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 Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this 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.

13. 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 thereof, although the original signatures shall thereafter be appended to this Settlement Agreement and filed with the Court.

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

15. 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 a result of coercion or duress.

16. Confidentiality. The Parties continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. However, Agri Stats and DPPs can inform other parties to this Action that they have reached a settlement agreement. Agri Stats may also provide a copy of this Settlement Agreement to all parties to the Defendants' Agreement (defined above). 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.

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

Brian D. Clark

Dated: February 9, 2024

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Bobby Pouya

Dated: February 9, 2024

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Dated: February 13, 2024

William L. Monts III (*Pro Hac Vice*)
Justin W. Bernick (*Pro Hac Vice*)
HOGAN LOVELLS US LLP
555 Thirteenth Street, N.W.
Washington, D.C. 20004-1109
Telephone: (202) 637-5910
Facsimile: (202) 637-5911
william.monts@hoganlovells.com
justin.bernick@hoganlovells.com

Attorneys for Defendant Agri Stats, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE BROILER CHICKEN ANTITRUST LITIGATION This Document Relates To: DIRECT PURCHASER PLAINTIFF ACTION	Case No. 1:16-cv-08637

SETTLEMENT AGREEMENT AND STIPULATION BETWEEN DIRECT PURCHASER CLASS PLAINTIFFS AND SANDERSON FARMS

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 12th day of February 2024 ("Execution Date") by and between the Direct Purchaser Plaintiffs ("DPPs"),[1] through Co-Lead Class Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), 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)) (referred to as "Settling Defendant" or "Sanderson Farms") in the above-captioned action (the "Action"). DPPs, on behalf of the Certified Class, and Sanderson Farms are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, DPPs on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, among other things, that Sanderson Farms participated in a conspiracy—with other Defendants and alleged non-Defendant co-

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

conspirators in the Action—from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

WHEREAS, on October 25, 2023 the jury returned a verdict for Sanderson Farms and against the DPP Class, finding that there was no conspiracy between or among two or more chicken producers to limit the supply of chicken (ECF Nos. 7014, 7015) (hereinafter "Verdict");

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, Co-Lead Class 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 the DPP Class to enter into this Settlement Agreement with Sanderson Farms to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of DPPs and the Certified Class;

WHEREAS, Sanderson Farms, notwithstanding its belief that it did nothing wrong or illegal, that the Verdict found there was no conspiracy to limit the supply of chicken, that it has legitimate defenses to any claims that have been, could have been, or could be asserted by the DPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

WHEREAS, nothing in this Settlement Agreement is intended to displace or otherwise modify the Verdict as to DPPs or any other Plaintiffs;

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 DPPs be resolved in favor of Sanderson Farms, with prejudice, consistent with the Verdict, and that a judgment on those claims should be entered in favor of Sanderson Farms and against DPPs:

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

a. "Action" means the class action filed by DPPs in the above-captioned proceeding.

b. "Broilers" means chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value added product, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards.

c. "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.

d. "Defendants" means those Defendants named in DPPs' Fifth Amended and Consolidated Class Action Complaint (ECF Nos. 3919 (Redacted) and 3935 (Unredacted)).

e. "Effective Date" means the first date upon which either of the following occurs: (1) if there is no notice to the DPP Class required, the date the Court approves this Settlement with Sanderson Farms; or (2) if notice to the DPP Class is required, 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) no appeal or petition to seek permission to appeal the Court's approval of the Settlement has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty days after entry of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise or (ii) the date the Final Judgment is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

f. "Co-Lead Class Counsel" means Lockridge Grindal Nauen P.L.L.P. and Pearson Warshaw, LLP as appointed by the Court to represent the certified class of direct purchasers of Broilers.

g. "Certified Class" or "DPP 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 who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in) derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.
>
> Specifically excluded from the Certified Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Certified Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. Also excluded from the Certified Class are those entities who filed a timely and valid Exclusion as to Sanderson Farms.

2. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the DPP Class nor Sanderson Farms will seek to further adjudicate, via appeal or any other means, the Verdict or other orders of the Court in connection with the DPP Action as they pertain to the other Party, including but not limited to asking the Court to revise, modify, vacate, or reconsider the Verdict. For the avoidance of doubt, this does not preclude Sanderson Farms from further adjudicating, via appeal or any other means, the Verdict or other orders of the Court as part of its defense against any claims brought against Sanderson Farms by any other Plaintiff, including but not limited to using the Verdict as a basis for claim preclusion or issue preclusion. This also does not preclude Sanderson Farms from pursuing the entry of a final judgment consistent with the Verdict.

3. The DPP Class's Pending Motion: Upon filing of the motion seeking approval of this Settlement Agreement and in the reply brief supporting the DPP Class's pending motion docketed at ECF 7093 in this Action (Plaintiffs' Joint Rule 50(b) And Rule 59 Motion for Judgment As a Matter of Law, or in the Alternative, A New Trial ("Rule 50 Motion")), the DPP Class will advise the Court that they no longer intend to appeal the Verdict, and are no longer asking the Court to

revise, modify, vacate, or reconsider the Verdict. However, the DPP Class reserves the right to seek to challenge the Verdict 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 DPP 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 DPP Class and Sanderson 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 or recovery in connection with the Action. Sanderson 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 DPP Class reserves all rights to challenge and contest any effort by Sanderson Farms to seek to recover any costs against the DPP Class.

5. Court Approval of Settlement Agreement and Notice to the Class: In accordance with Federal Rule of Civil Procedure 23 (c)(2)(B) and Court-approved notices, the DPP Class Administrator has previously adequately informed the members of the DPP Class of the binding effect of a judgment on DPP Class members, including but not limited to the Verdict. The Parties agree that, subject to the Court's approval, this Settlement should be effectuated without further notice to the Class in accordance with Federal Rule of Civil Procedure 23(e). As such, within 14 days of the Execution Date, Co-Lead Counsel will seek approval of this Agreement and will propose to the Court that no further notice to the DPP Class is required. In the event that the Court requires notice of this Agreement to the DPP Class and allows DPP Class members to object to the proposed Settlement, the parties will meet and confer regarding the timing, procedure, and language for effectuating such notice. Notwithstanding the foregoing, in the event class notice is

required by the Court, Sanderson Farms shall have no responsibility or liability relating to the administration or costs associated with such notice and the DPP class shall bear all costs to effectuate such notice.

Notwithstanding the foregoing, Co-Lead Counsel shall be permitted to include the following language in any future notice to the DPP Class including, but not limited to, the notice in connection with the Koch and House of Raeford settlements:

> On October 25, 2023 a jury returned a verdict for Sanderson Farms and against the DPP Class. The DPP Class has agreed to not appeal the October 25, 2023 jury verdict in exchange for a waiver by Sanderson Farms of its right to seek recovery of any and all fees and costs against the DPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

6. Choice of Law and Consent to Jurisdiction. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to its conflicts of law provisions. The Parties and 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.

7. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court, Sanderson Farms, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Class Counsel that such notices have been served. DPP's Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as is reasonably available to comply with 28 U.S.C. § 1715(b)(7)(A).

8. 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.

9. 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.

10. Qualified Settlement. The DPPs and the Certified Class 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 DPPs 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 any damages attributable to sales of Broilers by Sanderson Farms, the DPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, the DPPs and the Certified Class shall reduce the dollar amount collectable from any Party to the Defendants' Agreement pursuant to any such Final Judgment the DPPs or members of the Certified Class might obtain against any Party to the Defendants' Agreement 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. DPPs 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 10 or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants' Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs shall use their best efforts to ensure that this 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.

11. 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 purposes 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.

12. 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 the Settlement Agreement.

13. 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 Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this 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.

14. 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 thereof, although the original signatures shall thereafter be appended to this Settlement Agreement and filed with the Court.

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

16. 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 a result of coercion or duress.

17. Confidentiality. The Parties continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. However, Sanderson Farms and DPPs can inform other parties to this Action that they have reached a settlement agreement. Sanderson Farms may also provide a copy of this Settlement Agreement to all parties

to the Defendants' Agreement (defined above). 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.

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

Brian D. Clark

Dated: February 13 2024

W. Joseph Bruckner (*Pro Hac Vice*)
Brian D. Clark (*Pro Hac Vice*)
Simeon A. Morbey (*Pro Hac Vice*)
Kyle J. Pozan (IL# 6306761)
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
T: (612) 339-6900
F: (612) 339-0981
wjbruckner@locklaw.com
bdclark@locklaw.com
samorbey@locklaw.com
kjpozan@locklaw.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

Bobby Pouya

Dated: February 12, 2024

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

Bruce L. Simon (*Pro Hac Vice*)
Jill M. Manning (*Pro Hac Vice*)
PEARSON WARSHAW, LLP
555 Montgomery Street, Suite 1205
San Francisco, CA 94111
Telephone: (415) 433-9000
Facsimile: (415) 433-9008
bsimon@pwfirm.com
jmanning@pwfirm.com

Co-Lead Class Counsel for the Direct Purchaser Plaintiff Class

CEO/KAC

Dated: February 13, 2024

Christopher E. Ondeck
Proskauer Rose, LLP
1001 Pennsylvania Avenue, NW
Suite 600 South
Washington, DC 20004-2533
condeck@proskauer.com

Counsel for 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))