

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

In re PVC Pipe Antitrust Litigation

Case No. 1:24-cv-07639

THIS DOCUMENT RELATES TO:

Hon. LaShonda A. Hunt

All Direct Purchaser Plaintiff Actions

**DECLARATION OF ROBERT N. KAPLAN IN SUPPORT OF DIRECT
PURCHASER PLAINTIFFS BILL WAGNER & SON, INC.’S, VITOLITE ELECTRIC
SALES CO.’S, AND HODGES SUPPLY COMPANY’S MOTION – UNOPPOSED¹ BY
SETTLING DEFENDANTS WESTLAKE CORPORATION AND WESTLAKE PIPE &
FITTINGS CORPORATION – FOR PRELIMINARY APPROVAL
OF SETTLEMENT AND RELATED RELIEF**

I, Robert N. Kaplan, declare under penalty of perjury as follows:

1. I am a partner at Kaplan Fox & Kilsheimer LLP (“Kaplan Fox”), appointed by the Court on October 17, 2024 as Lead Class Counsel for the Direct Purchaser Plaintiff Class (the “Lead Counsel Order,” ECF No. 163).

2. Since entering private practice after serving in the Antitrust Division of the U.S. Department of Justice, I have successfully negotiated dozens of settlements in antitrust cases, as court-appointed lead, co-lead or settlement counsel on behalf of classes of direct-purchaser plaintiffs, as well as on behalf of large publicly-and privately-owned corporate clients pursuing direct-purchaser antitrust claims as individual (often opt-out) plaintiffs.

¹ The Settling Defendants Westlake Corporation and Westlake Pipe & Fittings Corporation do not oppose Direct Purchaser Plaintiffs’ (DPPs’) motion. Because the Settlement Agreement required the terms of Direct Purchaser Plaintiffs’ settlement with Westlake Corporation and Westlake Pipe & Fittings Corporation to remain confidential until this motion was filed, it was not possible to conduct a pre-filing meet-and-confer with other parties.

3. The Lead Counsel Order gave Kaplan Fox the authority to “[n]egotiate with defense counsel with respect to settlement and other matters” for the Direct Purchaser Plaintiffs (DPPs). Lead Counsel Order, at ¶ h.

4. Pursuant to the authority granted by the Court as Lead Counsel, in July 2025, I began initial settlement negotiations with Defendants Westlake Corporation and Westlake Pipe & Fittings Corporation (collectively, “Westlake”). The arm’s-length, very hard-fought, negotiations with Westlake continued until March 12, 2026, when a settlement agreement in principle was reached. During this eight-month period, DPPs and Westlake participated in two in-person, full day mediation sessions with Gregory Lindstrom of Phillips ADR on September 24, 2025 and October 30, 2025. In addition, negotiations were conducted by many dozens of email, phone and videoconference communications by experienced counsel on both sides—namely, the undersigned, on behalf of DPPs, and Bill Merrill and other attorneys from Susman Godfrey on behalf of Westlake. After an agreement in principle was reached on March 12, 2026, the parties’ negotiations continued, including over a weekend and evenings, until the Settlement Agreement (a true and correct copy of which is attached hereto as **Exhibit A**) was finalized and executed on the evening of March 26, 2026.

5. These ongoing negotiations were extraordinarily hard-fought, extensive, and, while professional and civil, contentious, with each side committed to obtaining the best possible agreement for their clients (and, in Lead Counsel’s case, in the best interests of the members of the DPP Settlement Class). Indeed, at one point the negotiations broke down and restarted some time later at the urging of mediator Lindstrom.

6. These negotiations resulted in two forms of relief that will directly benefit the DPP Settlement Class as reflected in the Settlement Agreement: (1) monetary relief of sixty-seven

million dollars (\$67,000,000.00); and (2) Westlake's agreement to provide substantial cooperation to the DPP Settlement Class, which will help them in pursuing their remaining claims in this action.

7. The agreed-upon cooperation by Westlake provides the DPP Settlement Class with significant non-monetary benefits that have substantial value to the DPP Settlement Class in their continued prosecution of their claims.

8. In particular, Westlake will produce to DPPs Documents and data already produced by Westlake to the U.S. Department of Justice ("DOJ") as part of the DOJ's investigation into alleged antitrust violations in the PVC Pipe and Fittings market. Settlement Agreement ¶ 12 and its Exhibit A (Cooperation Provisions).

9. In addition, Westlake agrees to use reasonable efforts to authenticate and provide a business records affidavit or deposition testimony of a custodian of records, if required, for any Documents and/or things that DPPs intend to use at trial or summary judgment that were produced by Westlake as part of the Settlement Agreement, where the facts indicate that the Documents and/or things at issue are authentic, which will save the DPP Settlement Class time and streamline its trial preparation against the remaining Defendants.

10. Westlake has made clear to DPPs that it would continue to vigorously defend the case absent the Settlement.

11. Based upon my years of experience in negotiating antitrust settlements for plaintiffs and plaintiff classes, I believe that this relatively early settlement with Westlake is in the best interests of the DPP Settlement Class.

12. Attached are true and correct copies of the following:

- a. **Exhibit A:** Settlement Agreement Between Direct Purchaser Class Plaintiffs and Defendants Westlake Corporation and Westlake Pipe & Fittings Corporation, executed on March 26, 2026;
- b. **Exhibit B:** August 18, 2017 Order Preliminarily Approving Proposed Settlement Between Direct Purchaser Plaintiff Class and Fieldale Farms Corporation and Conditionally Certifying the Proposed Settlement Class, ECF No. 462 from *In re Broiler Chicken Antitrust Litigation*, Case No. 1:16-cv-08637 (N.D. Ill.) (Durkin, J.) (“*Broilers*”);
- c. **Exhibit C:** April 19, 2021 Order Preliminarily Approving Settlement with Defendant RelayHealth, Certifying the Proposed Settlement Class, Approving Notification to the Settlement Class, and Related Relief, ECF No. 175 from *In re Surescripts Antitrust Litigation*, Case No. 1:19-cv-06627 (Tharp, J.);
- d. **Exhibit D:** December 20, 2019 *Nunc Pro Tunc* Order Granting Direct Purchaser Plaintiffs’ Motion for Preliminary Approval of the Settlements with Defendants Peco Foods, Inc., George’s, Inc., George’s Farms, Inc., and Amick Farms, LLC, ECF No. 3394 from *Broilers*;
- e. **Exhibit E:** February 25, 2021 Order Granting Direct Purchaser Plaintiffs’ Motion for Preliminary Approval of the Settlements with Defendants Pilgrim’s Pride Corp., Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc., ECF No. 4341 from *Broilers*;
- f. **Exhibit F:** October 5, 2021 Order Granting Direct Purchaser Plaintiffs’ Motion for Preliminary Approval of the Settlements with the Mar-Jac and Harrison Poultry Defendants, ECF No. 5086 from *Broilers*;

- g. **Exhibit G:** July 28, 2021 Order Granting Commercial and Institutional Indirect Purchaser Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement with Tyson Defendants and Provisional Certification of Settlement Class, ECF No. 196, from *Sandee’s Bakery et al. v. Agri Stats, Inc., et al./In re Turkey Antitrust Litig.*, Case No. 1:20-cv-02295 (N.D. Ill.) (Kendall, J.);
- h. **Exhibit H:** “Huntington Bank Settlement Services – Experience Matters;” and
- i. **Exhibit I:** June 22, 2018 Order Granting Direct Purchaser Plaintiffs’ Motion to Approve a Plan of Notice of Settlement with Defendant Fieldale Farms Corporation, ECF No. 980 from *Broilers*.

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

Executed on April 13, 2026 in Rye, New York.

/s/ Robert N. Kaplan
Robert N. Kaplan

EXHIBIT A

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

In re: PVC Pipe Antitrust Litigation

Case No. 1:24-cv-07639

THIS DOCUMENT RELATES TO:

Hon. LaShonda A. Hunt

DIRECT PURCHASER PLAINTIFF CLASS

**SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER CLASS
PLAINTIFFS AND DEFENDANTS WESTLAKE CORPORATION AND
WESTLAKE PIPE & FITTINGS CORPORATION**

This Settlement Agreement is made and entered into as of March 26, 2026 (“Execution Date”), by and between Direct Purchaser Plaintiffs Bill Wagner & Son, Inc., Vitolite Electric Sales Co., and Hodges Supply Company (“DPPs”), individually and on behalf of the proposed DPP Settlement Class as defined below, and Westlake Corporation and Westlake Pipe & Fittings Corporation (referred to collectively as “Westlake”). DPPs, on behalf of themselves and the proposed DPP Settlement Class, and Westlake are referred to collectively as the “Parties” or individually as a “Party.”

This Settlement Agreement is intended to, and upon the occurrence of the Effective Date will fully, finally, and forever resolve, compromise, discharge, and settle the claims of the DPP Settlement Class as to the Westlake Released Parties, subject to the terms and conditions set forth herein.

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 consolidated litigation proceeding captioned *In re: PVC*

Pipe Antitrust Litigation, 1:24-cv-07639, which is currently pending in the United States District Court for the Northern District of Illinois, including all consolidated actions, whether or not such complaints were originally filed on separate dockets.

b. “Class Notice” means any notice sent to the potential members of the DPP Settlement Class related to this Settlement Agreement, which was preliminarily approved by the Court pursuant to Federal Rule of Civil Procedure 23.

c. “Complaint” means DPPs’ Second Consolidated Amended Class Action Complaint filed with the Court in the Action on August 18, 2025 (Dkt. 390).

d. “Confidential Letter Agreement” means that certain letter agreement dated March 26, 2026 between DPPs and Westlake.

e. “Court” means the United States District Court for the Northern District of Illinois and the Honorable LaShonda A. Hunt or her successors, or any other court in which the Action is proceeding.

f. “Days,” when used in this Settlement Agreement to specify a deadline or time period by which some event will occur, means the number of calendar days stated, excluding the day that triggers the period, except that if the last day is a Saturday, Sunday, or legal holiday, the period shall continue to run until the next day that is not a Saturday, Sunday, or legal holiday. “Legal holiday” has the same meaning as in Federal Rule of Civil Procedure 6(a)(6).

g. “Defendant” means any named defendant in the Action; and “Converter Defendant” means a named Defendant in the Action other than Oil Price Information Service, LLC.

h. “Document” shall have the same meaning as its meaning under Federal Rule of Civil Procedure 34.

i. “DPP Settlement Class” means the class as set forth in Paragraph 5(a)

below, including each member of such class.

j. “DPPs” shall have the meaning as set forth on page one of this Settlement Agreement.

k. “Effective Date” shall have the meaning set forth in Paragraph 9 of this Settlement Agreement.

l. “Escrow Account” means the interest-bearing escrow account established with the Escrow Agent at a bank approved by both Westlake and Interim Lead Counsel to receive the Settlement Amount and hold the Settlement Fund for the benefit of the DPP Settlement Class.

m. “Escrow Agent” means the escrow agent approved by both Westlake and Interim Lead Counsel that establishes and maintains the Escrow Account.

n. “Escrow Agreement” means an agreement among Westlake, the Escrow Agent, and DPPs (by and through Interim Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the DPP Settlement Class, as set forth in Paragraphs 10 and 11 below.

o. “Execution Date” means the earliest date on which all Parties have signed this Settlement Agreement.

p. “Fairness Hearing” means a hearing by the Court to determine whether this Settlement Agreement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.

q. “Final Approval” means an order and final judgment by the Court, containing the provisions contemplated in Paragraph 8(a)-(i), which finally approves this Settlement Agreement, including all of its material terms and material conditions without material modification, pursuant to Federal Rule of Civil Procedure 23, and directs immediate entry of a final judgment of dismissal with prejudice as to the claims by DPPs and the DPP Settlement Class

against Westlake.

r. “Interim Lead Counsel” means Kaplan, Fox & Kilsheimer LLP as appointed by the Court to represent a proposed class of direct purchasers of polyvinyl chloride pipe and/or polyvinyl chloride fittings (Dkt. 163).

s. “Non-Settling Defendants” means the Defendants in the Action that have not entered into a settlement agreement with DPPs.

t. “Parties” and “Party” shall have the meaning set forth on page one of this Settlement Agreement.

u. “Plaintiff” means any person or entity bringing claims in the Action.

v. “Plaintiff Group” means any class of claimants, putative or certified, in the Action.

w. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement, including all of its material terms and material conditions without material modification, pursuant to Federal Rule of Civil Procedure 23.

x. “PVCs and Fittings” means pipe and fittings made in whole or in part with polyvinyl chloride.

y. “Released Claims” shall have the meaning set forth in Paragraphs 17 and 18 of this Settlement Agreement.

z. “Releasing Parties” means DPPs and all members of the DPP Settlement Class, each on behalf of itself and any person or entity claiming by or through it, including without limitation, their respective predecessors, successors, and assigns; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, affiliates, heirs, executors, devisees, administrators, officers, directors, stockholders, partners, members, managers, principals, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives,

insurers, and assignees, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally, whether or not they object to this Settlement Agreement and whether or not they make a claim for payment from the Settlement Fund.

aa. “Settlement Administrator” means the firm retained to disseminate the Class Notice, maintain the settlement website, handle communications related to claims, and administer payments from the Settlement Fund to the DPP Settlement Class, subject to approval of the Court.

bb. “Settlement Agreement” means this settlement agreement between DPPs and Westlake, including all exhibits and attachments hereto, together with the Confidential Letter Agreement.

cc. “Settlement Amount” means \$67,000,000 (sixty-seven million U.S. dollars), which is the absolute amount Westlake shall pay or cause to be paid into the Escrow Account for the benefit of the DPP Settlement Class. The Settlement Amount includes up to \$250,000 in nonrefundable class notice and administration costs. The Settlement Amount is inclusive of all Class recovery amounts, fees (including attorneys’ fees and any other fees), and costs. For the avoidance of doubt, the Settlement Amount is the maximum amount that Westlake will be obligated to pay in consideration of this Settlement Agreement, and under no circumstances will Westlake be obligated to provide any additional monetary consideration in connection with this Settlement Agreement.

dd. “Settlement Fund” means the funds held in the Escrow Account by the Escrow Agent for the benefit of the DPP Settlement Class. The Settlement Fund initially consists of the Settlement Amount, shall include any interest accruing within the Escrow Account, and shall be reduced by any payments made from the Settlement Fund as authorized by this Settlement Agreement and the Court. After the Effective Date, the Settlement Fund will be used to pay all valid settlement claims submitted by members of the DPP Settlement Class, as well as all

settlement Class Notice and administration costs, and all attorneys' fees, expenses, and any service awards approved by the Court.

ee. "Westlake" shall have the meaning as set forth on page one of this Settlement Agreement.

ff. "Westlake Released Parties" means Westlake, together with any and all of its past, present, and future, direct and indirect, corporate parents (including holding companies), owners, equity holders, shareholders, subsidiaries, divisions, departments, related entities, affiliates, associates, joint ventures, predecessors, successors, and assigns; and, with respect to each of the foregoing, each and all of their respective past, present, and future officers, executives, managing directors, directors, trustees, partners, managers, members, employees, contractors, servants, agents, attorneys, advisors, auditors, accountants, insurers, beneficiaries, executors, administrators, devisees, heirs, legal or other representatives, and assignees. Notwithstanding the foregoing, "Westlake Released Parties" does not include any Defendant currently named by DPPs in the Action other than Westlake (as defined above), either explicitly or as a third-party beneficiary.

2. Reasonable Efforts to Effectuate this Settlement. DPPs and Westlake agree to undertake reasonable efforts to carry out the terms of this Settlement Agreement.

3. Non-Opposition to Preliminary Approval or Final Approval Motions. Westlake will not oppose DPPs' motions seeking Preliminary Approval or Final Approval of this Settlement Agreement, so long as those motions comply with prevailing law and this Settlement Agreement and shall not seek or support any appeal of any order certifying the DPP Settlement Class for purposes of this settlement only.

4. Litigation Standstill.

a. Upon execution of this Settlement Agreement, DPPs and the DPP

Settlement Class shall cease all litigation activities in the Action with respect to Westlake Released Parties except to the extent expressly authorized in this Settlement Agreement, and Westlake shall cease all litigation activities in the Action with respect to DPPs and the proposed DPP Settlement Class except to the extent expressly authorized in this Settlement Agreement. As set forth in the cooperation provisions in Exhibit A and subject to them, none of the foregoing provisions shall be construed to prohibit DPPs and the proposed DPP Settlement Class from (1) seeking appropriate discovery from Non-Settling Defendants or any other entity or person other than Westlake Released Parties and (2) seeking to prove the conspiracy alleged in this Action. Nothing in this Settlement Agreement shall be construed to prohibit Westlake Released Parties, in any way, from defending themselves against claims brought by plaintiffs other than DPPs or the DPP Settlement Class in the Action, or from defending themselves in proceedings outside of the Action. And nothing in this Settlement Agreement will prevent Westlake Released Parties from obtaining discovery from any plaintiff or plaintiff class member in this Action who is a member of the NCSP proposed class, the End User proposed class, or any future class or proposed class pursuing claims that are not released under this Settlement Agreement, even if such plaintiff or plaintiff class member is also a member of the DPP Settlement Class.

b. The Parties' litigation standstill shall cease in the event that this Settlement Agreement does not receive Preliminary Approval or Final Approval from the Court, or this Settlement Agreement is terminated.

c. The Parties' litigation standstill under this Settlement Agreement shall not prevent the Parties from raising disputes related to this Settlement Agreement.

5. Motion for Preliminary Approval. No later than 28 Days after the Execution Date, DPPs will move the Court for Preliminary Approval of this Settlement Agreement.

a. DPP Settlement Class Certification. DPPs shall seek appointment of Interim

Lead Counsel as Settlement Class Counsel for purposes of this Settlement Agreement, and certification in the Action of the following DPP Settlement Class for settlement purposes only:

All persons and entities who purchased PVCPs and/or Fittings in the United States and its territories directly from one or more of the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries, or affiliates) at any time from January 1, 2020 through March 31, 2026. Excluded from the Class are Converter Defendants, and their parents, predecessors, subsidiaries, and affiliates, and all federal government entities and instrumentalities of the federal government.

The DPP Settlement Class does not include any person or entity that has or will submit a valid and timely request for exclusion from the class that is approved by the Court.

b. Preliminary Approval Papers. Interim Lead Counsel shall provide to Westlake, at least 5 Days in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, including any proposed orders and the proposed Class Notices and notice plan, for its review. To the extent that Westlake objects to any aspect of the motion, it shall communicate such objection to Interim Lead Counsel, and the Parties shall meet and confer in good faith to resolve any such objection in advance of submission to the Court.

6. Class Action Fairness Act ("CAFA") Notice. Within 10 Days of the filing of this Settlement Agreement in Court with the above-mentioned motion for Preliminary Approval, Westlake, at its sole discretion and expense, shall serve (or cause to be served) upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Interim Lead Counsel via a filing on CM/ECF that such notices have been served.

7. Settlement Class Notices. Along with the Motion for Preliminary Approval, and subject to approval by the Court of the means for dissemination, the Interim Lead Counsel shall submit Class Notice to the DPP Settlement Class.

a. Notice to the DPP Settlement Class: To the extent that Westlake has objections

to, or has edits or comments to, the proposed Class Notice, it shall communicate such objections, edits, or comments to Interim Lead Counsel, and the Parties shall meet and confer in good faith to resolve them in advance of the proposed Class Notice being submitted to the Court.

b. Notice shall be reasonable under the circumstances based on information that the Parties have available. The DPPs will request that the Court approve a publication notice plan calculated to reach the greatest possible number of class members. Reasonable efforts shall also be made to provide individual notice of this Settlement Agreement to potential DPP Settlement Class members, which shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Interim Lead Counsel, to potential members of the DPP Settlement Class, in conformance with a notice plan to be approved by the Court, including a required provision in the Class Notice that members of the DPP Settlement Class who wish to exclude themselves from the DPP Settlement Class must submit a valid and timely request for exclusion.

c. The Notice shall include a provision stating that requests to be excluded from the DPP Settlement Class can be made only by individuals or individual entities on behalf of themselves (and their subsidiaries) and personally signed by each individual person or entity requesting exclusion.

d. Westlake shall have no responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the DPP Settlement Class or obtaining approval of this Settlement Agreement or administering this Settlement Agreement, other than the \$250,000 in nonrefundable notice costs described in this Settlement Agreement. Interim Lead Counsel shall be responsible for any costs related to notice, administration, or settlement approval beyond the \$250,000 in nonrefundable notice costs described in this Settlement Agreement.

e. The costs of notice or administration actually incurred that Interim Lead Counsel is permitted to withdraw from the Settlement Fund, under the terms of this Settlement

Agreement, up to \$250,000, shall be nonrefundable, even if this Settlement Agreement is terminated according to its terms or is not granted Final Approval by the Court.

f. The Settlement Administrator shall effectuate the notice plan approved by the Court in the Preliminary Approval order, shall administer and calculate the claims, and shall oversee distribution of the Settlement Fund in accordance with the plan of distribution at a future date, under the continued supervision of the Court.

8. Motion for Final Approval. If the Court grants Preliminary Approval, then DPPs, through Interim Lead Counsel—in accordance with the schedule set forth in the Court’s Preliminary Approval order—shall submit to the Court a separate motion for Final Approval of this Settlement Agreement. No less than 14 Days in advance of submission to the Court, Interim Lead Counsel shall provide Westlake its draft papers in support of the motion for Final Approval for Westlake’s review. To the extent that Westlake objects to any aspect of the motion, it shall communicate such objection to Interim Lead Counsel, and the Parties shall meet and confer to resolve any such objection in advance of submission to the Court. The motion for Final Approval shall seek entry of an order and final judgment:

a. Certifying the DPP Settlement Class without material alteration pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3) solely for the purpose of this Settlement Agreement;

b. Finally approving this Settlement Agreement as being a fair, reasonable, and adequate settlement for the DPP Settlement Class within the meaning of Federal Rule of Civil Procedure 23, and directing the implementation, performance, and consummation of this Settlement Agreement and its material terms and material conditions, without material modification of those terms and conditions;

c. Determining that the Class Notice provided to the DPP Settlement Class

constituted the best notice that is practicable under the circumstances, and constituted due and sufficient notice for all other purposes to all persons entitled to receive notice;

d. Dismissing DPPs' Complaint, and all other complaints asserted by Releasing Parties in the Action, with prejudice as to Westlake, without further costs or fees;

e. Discharging and releasing the Westlake Released Parties from all Released Claims;

f. Enjoining the Releasing Parties from suing any of the Westlake Released Parties for any of the Released Claims;

g. Finding that Westlake has provided the appropriate notice pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1711 *et seq.*;

h. Reserving continuing and exclusive jurisdiction over this Settlement Agreement for all purposes; and

i. Determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Westlake shall be entered and shall be final and immediately appealable.

9. Finality of Settlement. This Settlement Agreement shall become final on the date when all of the following events have occurred, and shall be conditioned on the occurrence of all of the following events (the "Effective Date"):

a. Preliminary Approval;

b. Westlake pays the Settlement Amount into the Escrow Account;

c. Final Approval;

d. The time for appeal or permission to seek appeal from the Court's entry of Final Approval has expired, or, if Final Approval is appealed, any such appeal has been resolved by agreement and withdrawn by the appealing party, or the appealed order has been finally

affirmed on appeal and is no longer subject to further appeal or review; and

e. No party has exercised its right to terminate this Settlement Agreement.

10. Escrow Account. Westlake and DPPs, by and through Interim Lead Counsel, shall enter into an Escrow Agreement with a third-party Escrow Agent establishing an Escrow Account and containing terms agreeable to all Parties. The Escrow Account shall be administered by the Escrow Agent pursuant to this Settlement Agreement and the Escrow Agreement, under the Court's continuing supervision, jurisdiction, and control.

a. Westlake shall have the right to approve: (a) the selection of the Escrow Agent; (b) the bank at which the Escrow Account will be held; and (c) any disbursement of funds from the Settlement Fund, prior to the Effective Date. Interim Lead Counsel's right to withdraw funds from the Settlement Fund prior to the Effective Date shall be limited to \$250,000 for notice and administration costs, and no other withdrawals from the Settlement Fund shall be permitted prior to the Effective Date without approval from Westlake and the Court.

b. The Escrow Agreement shall be drafted to ensure that, in the event this Settlement Agreement terminates before the Effective Date, the Settlement Amount, plus any interest earned thereon (net of any taxes paid on such interest), less any nonrefundable notice and administration costs actually incurred pursuant to Paragraph 7(e) not to exceed \$250,000, shall be promptly returned to Westlake by the Escrow Agent.

c. Interim Lead Counsel shall take all steps necessary to ensure that the Escrow Agent fulfills its obligations under the Escrow Agreement and this Settlement Agreement.

11. Settlement Payment. In consideration for the release of Released Claims, the dismissal of the Action under the terms herein, and the other material terms and material conditions of this Settlement Agreement and the Escrow Agreement, within 30 Days after Preliminary Approval is granted by the Court, and after receipt of wiring instructions, Westlake will pay the

Settlement Amount into the Escrow Account by wire transfer pursuant to instructions provided by the Escrow Agent and confirmed by Interim Lead Counsel.

12. Non-Monetary Consideration - Cooperation. If Preliminary Approval is granted, Westlake will provide the agreed cooperation to Interim Lead Counsel as set forth in **Exhibit A**.

a. Nothing in this Settlement Agreement shall obligate Westlake to provide any documents or information protected from disclosure by the work-product doctrine, the attorney-client privilege, the common interest privilege, the joint defense privilege, obligations under applicable data privacy laws or regulations, and/or any other applicable privilege or protection.

b. Any documents, information, affidavits, and/or deposition testimony provided by Westlake to the DPP Settlement Class pursuant to this Settlement Agreement shall be subject to the Protective Order in effect in the Action.

c. Except as set forth in this Settlement Agreement, as part of this settlement, Westlake shall be under no obligation to collect or review documents that have not previously been collected and reviewed for purposes of the U.S. Department of Justice's investigation into alleged antitrust violations in the PVC Pipe and Fittings market.

13. Reservation of DPP Settlement Class Members' Rights Against Other Defendants. No person other than the Westlake Released Parties is intended to be, or is, included within the scope of the release and covenant not to sue contained herein. For the avoidance of doubt, neither any other Defendant in the Action, nor any other Defendant's parent(s) or any successor to the liability of such other Defendant in this Action is intended to be, or is, included within the scope of this release. Westlake's sales of PVCs and Fittings to the DPP Settlement Class members and Westlake's alleged conduct in this Action shall remain in the case against current and future Defendants other than Westlake Released Parties, as a potential basis for damages claims and shall

be part of any joint-and-several liability claims against such other current or future Defendants in the Action.

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

15. Distribution of Settlement Fund to DPP Settlement Class. After the Effective Date, the Settlement Fund shall be distributed in accordance with a plan of distribution and plan of allocation to be approved by the Court. Westlake Released Parties shall have no responsibility or liability whatsoever for the allocation or distribution of the Settlement Fund or the determination,

administration, or calculation of claims, and Westlake Released Parties shall not be responsible for any dispute relating to the allocation or distribution of any amounts, fees, or expenses, including attorneys' fees. Any issue or proceeding related to the distribution plan shall not impact this Settlement Agreement, the Effective Date, the effectiveness of this Settlement Agreement's release of claims, or the finality of the Final Approval entered pursuant to this Settlement Agreement. Members of the DPP Settlement Class shall be entitled to look solely to the Settlement Fund for settlement and satisfaction of any of the Released Claims against the Westlake Released Parties and shall not be entitled to any other payment or relief from the Westlake Released Parties. Except as provided by order of the Court, no DPP Settlement Class member shall have any interest in the Settlement Fund or any portion thereof. DPPs, members of the DPP Settlement Class, and their counsel will be reimbursed solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice of this Settlement Agreement to potential members of the DPP Settlement Class. Westlake Released Parties shall not be liable for any costs, fees, or expenses of any of DPPs' and Interim Lead Counsels' attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

16. Fee Awards, Costs and Expenses, and Service Awards to DPPs.

a. Interim Lead Counsel may apply for a fee award from the Settlement Fund and payment of litigation expenses and costs (plus any interest on such amounts awarded at the same rate as earned on the Settlement Fund until paid), and service awards for DPPs to be paid from the Settlement Fund. Westlake Released Parties shall have no responsibility, financial obligation, or liability for any such fees, costs, expenses, or awards, which shall be paid exclusively from the Settlement Fund. Any issue or proceeding related to fee awards, costs and expenses, or service awards shall not impact this Settlement Agreement, the Effective Date, the effectiveness

of this Settlement Agreement's release of claims, or the finality of the Final Approval entered pursuant to this Settlement Agreement.

b. No fee award, award of litigation expenses and costs, or service award shall be distributed from the Settlement Fund until after the Effective Date.

c. If a service award or award of fees, costs, or expenses is vacated, reversed, or reduced subsequent to the disbursement of any such award, the recipient of such award shall within 10 Days after receiving written notice from the Court or a Party of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction with interest.

17. Settlement Release. In addition to the effect of any Final Approval entered in accordance with this Settlement Agreement, upon the Effective Date, and in consideration of payment of the Settlement Amount, the Non-Monetary Consideration, and other material terms and material conditions of this Settlement Agreement, the Releasing Parties agree and hereby effectuate that Westlake Released Parties shall be completely and fully released, acquitted, and forever discharged and dismissed from the Action, and any and all claims, cross-claims, counter-claims, liabilities, demands, actions, judgments, suits, causes of action, obligations, debts, setoffs, rights of recovery, or liabilities of any kind whatsoever (however denominated), whether class or individual, joint or several, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, or damages, whenever incurred, known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted that Releasing Parties, or each of them, ever had, now has, or hereafter can, shall, or may have against any of the Westlake Released Parties on account of, or arising out of, or relating in any way to, any of the claims in the Action are hereby released, whether such claims are actual or alleged, whether legal or factual, from the beginning

of the world up to the Execution Date of this Settlement Agreement, including any conduct alleged and any cause of action asserted or that could have been alleged or asserted, based upon the allegations in the Action, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, consumer protection, unjust enrichment, price discrimination, unitary pricing, or trade practice law, except for claims to enforce any of the terms of this Settlement Agreement. **This release is intended to be and is as broad and comprehensive as the law allows, both as to its subject matter and as to the persons and entities released.** The claims released under this Paragraph and Paragraph 18 are collectively the “Released Claims.” This release of the Released Claims is binding on the Releasing Parties regardless of whether or not any member of the DPP Settlement Class has objected to this Settlement Agreement or makes a claim on the Settlement Fund, whether directly, representatively, derivatively or in any other capacity. Releasing Parties, or anyone representing them or acting on their behalf, shall not encourage any individual or entity to sue Westlake Released Parties over matters related in any way to the Released Claims. However, this release does not preclude DPP Settlement Class members from pursuing claims (a) arising in the ordinary course of business under Article 2 of the Uniform Commercial Code (pertaining to sales), other than claims based in whole or in part on any of the Released Claims, (b) solely for the indirect purchase of PVCs and Fittings, or (c) for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims, other than claims based in whole or in part on any of the Released Claims.

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

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

or conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. This provision includes without limitation 20-7-11 of the South Dakota Codified Laws providing:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to this Settlement Agreement, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to this Settlement Agreement or that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual and not a mere recital. For the avoidance of doubt, Releasing Parties also hereby agree that as of the Effective Date, they expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims they may have against any Westlake Released Parties under §§ 17200, *et seq.*, of the California Business and Professions

Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

19. Covenant Not to Sue. Upon the Effective Date, Releasing Parties covenant not to sue or threaten to sue any of the Westlake Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of the Released Claims, including, without limitation, seeking to recover damages relating to any of the Released Claims. Upon the Effective Date, Releasing Parties shall be forever barred from initiating, asserting, maintaining, participating in, or prosecuting any and all Released Claims against any of the Westlake Released Parties. Subject to the provisions of Exhibit A, Releasing Parties further agree that they shall not hereafter initiate or participate (absent a subpoena) in any claim, lawsuit, administrative or other proceeding of any type in any way arising out of, related to, or involving those claims or allegations which were the subject of the Action or that are released hereunder and that implicate Westlake Released Parties. Nothing in this provision is intended to restrict or prohibit cooperation with any governmental investigation or inquiry. If a Releasing Party violates the covenant not to sue by asserting or threatening to assert a Released Claim against any of the Westlake Released Parties, that Releasing Party will promptly reimburse the Westlake Released Parties for the reasonable attorneys' fees and costs actually incurred to defend against the improperly asserted Released Claim. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

20. No Admission.

a. Whether or not Preliminary Approval is granted, Final Approval is granted, or this Settlement Agreement is terminated, the Parties expressly agree that this Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions

associated with it, are not and shall not be deemed or construed to be an admission of liability or wrongdoing by any Party. The terms of this Settlement Agreement, and Westlake's agreement to those terms, do not constitute an admission as to any legal or factual issue, including the certifiability of any class. The Parties agree that no Party shall be considered a prevailing party in the Action for any purpose.

b. This Settlement Agreement shall not be construed as an admission by Westlake of liability, wrongdoing, or violation of any statute, law, rule, or regulation, nor of the truth of the allegations against Westlake. This Settlement Agreement shall not be used as evidence of any of the foregoing for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

c. In the event this Settlement Agreement is terminated, then the pre-Settlement status of this Action shall be restored, and the Agreement shall have no effect on the rights of DPPs and the DPP Settlement Class or Westlake to prosecute or defend the pending Action in any respect, including the right to litigate fully the issues related to class certification or any other defense, which rights Westlake specifically and expressly retains, and there shall be no admission of any kind as to the certifiability of a litigation class or any other legal issue. For the avoidance of doubt, by stipulating for purposes of only this Settlement Agreement to the proposed DPP Settlement Class, Westlake does not admit that the Rule 23 requirements are met for purposes of certifying a litigation class, or that antitrust injury or damages are provable on a class-wide basis as to a litigation class, or that the DPP Settlement Class, as it is defined herein, would be appropriate for a litigation class.

21. Termination Events and Rights. This Settlement Agreement is conditioned upon entry of Preliminary Approval and Final Approval, and all terms and conditions thereof, without material changes, material amendments, or material modifications (except to the extent such changes,

amendments, or modifications are agreed to in writing by the Parties).

a. Termination Based on Lack of Preliminary Approval or Final Approval. Either Party may elect to terminate this Settlement Agreement upon written notice to the other Party, after the occurrence of any of the following: (i) if the Court declines to grant or enter Preliminary Approval or Final Approval of this Settlement Agreement; (ii) if the Court's order(s) granting Preliminary Approval or Final Approval of this Settlement Agreement include(s) material changes, material amendments, or material modifications of the terms and conditions of this Settlement Agreement, including but not limited to changes to the class definition; or (iii) if the Court's order(s) granting Preliminary Approval or Final Approval of this Settlement Agreement is (are) materially modified, reversed, or vacated on appeal.

b. No Termination Due to Attorneys' Fees or Award. Notwithstanding the preceding subsection, and for the avoidance of doubt, the Parties may not terminate this Settlement Agreement because of the amount of any attorneys' fees or costs award authorized or denied by the Court; and any modification, reduction or rejection of the attorneys' fees or costs awarded by the Court, or any appellate court, shall not be a termination event, or in any way a basis for termination or rescission of this Settlement Agreement.

c. Termination Based on Exclusion Process and Limit. In addition to the termination events in Paragraph 21(a), Westlake may, in its sole discretion, terminate this Settlement Agreement under the circumstances set forth in the Confidential Letter Agreement. The Confidential Letter Agreement is available to the Court *in camera* upon request.

22. Effect of Termination. In the event that this Settlement Agreement is terminated, this Settlement Agreement shall become null and void, any Preliminary Approval entered by the Court and all of its provisions shall be vacated, any certification of a DPP Settlement Class for settlement purposes will be vacated, the Parties will be restored to their respective positions as if no Settlement

Agreement had occurred, and the cooperation materials provided to DPPs by Westlake under Exhibit A will be destroyed or returned to Westlake within 3 Days; provided, however, that the confidentiality obligations set forth in Paragraph 40 and Exhibit A shall survive any such termination. Further, in the event of termination by either Party under the terms of this Settlement Agreement, no term of this Settlement Agreement or any draft thereof, or any aspect of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in or used as evidence for any purpose in any proceeding. Interim Lead Counsel shall take all steps necessary to ensure that the Escrow Agent returns all funds in the Escrow Account to Westlake, plus interest earned (net of any taxes paid on such interest), within 10 Days of written notice of termination, except for any funds from the Settlement Fund used for notice and administration purposes that are nonrefundable pursuant to Paragraph 7(e). None of the foregoing provisions shall be construed to prevent the Parties from agreeing to modify this Settlement Agreement to cure the reasons for any rejection, denial, modification, non-affirmance, or alteration of this Settlement Agreement by the Court or any appellate court.

23. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to conflicts of law provisions. Any and all disputes regarding this Settlement Agreement, including any aspect of its breadth, scope, interpretation, applicability, or the finalization of this Settlement Agreement, will be mediated in good faith before Gregory Lindstrom of Phillips ADR or another mediator upon whom the Parties mutually agree before any suit, action, proceeding, or dispute may be filed in the Court pursuant to the terms of this Settlement Agreement.

24. Consent to Jurisdiction. Other than as set forth in Paragraph 23, 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, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. Solely for purposes of such suit, action, proceeding, or dispute, to the fullest extent that they may effectively do so under applicable law, the Parties and Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to the claim brought in that forum or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

25. Costs Relating to Administration. The Westlake Released Parties shall have no responsibility or liability for any costs relating to administration of the Settlement Fund.

26. Binding Effect. Upon the Execution Date, this Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties, the Releasing Parties, the Westlake Released Parties, Interim Lead Counsel, and their successors, assigns, and heirs. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by DPPs shall be binding upon all members of the DPP Settlement Class.

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

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

29. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt

requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b), or (c) shall be addressed:

If directed to DPPs or the DPP Settlement Class, to:

Robert N. Kaplan
Matthew P. McCahill
Carihanna Morrison
KAPLAN FOX & KILSHEIMER LLP
800 Third Avenue, 38th Floor
New York, New York 10022
Tel: (212) 687-1980
rkaplan@kaplanfox.com
mmccahill@kaplanfox.com
cmorrison@kaplanfox.com

If directed to Westlake, to:

William R. H. Merrill
James T. Southwick
Elizabeth B. Hadaway
SUSMAN GODFREY LLP
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Tel: (713) 651-9366
bmerrill@susmangodfrey.com
jsouthwick@susmangodfrey.com
ehadaway@susmangodfrey.com

Sergio Garza
Deputy General Counsel
WESTLAKE CORPORATION
2801 Post Oak Blvd., Ste. 600
Houston, Texas 77056
Tel: (713) 585-2616
sgarza@westlake.com

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

30. No Unstated Third-Party Beneficiaries. Except as expressly stated in this

Settlement Agreement, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not one of the Parties, the Releasing Parties, the Westlake Released Parties, Interim Lead Counsel, or their successors, assigns, and heirs.

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

32. Authority. Each of the Parties represents and warrants that it is authorized to enter into this Settlement Agreement, that it has authorized its undersigned counsel to enter into this Settlement Agreement on its behalf, and that it intends this Settlement Agreement to be a valid and binding obligation, enforceable in accordance with its terms.

33. Amendment and Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement. Except as expressly provided in this Settlement Agreement, nothing herein waives or limits the Parties' rights and remedies for any breach of this Settlement Agreement.

34. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. DocuSign, facsimile, or electronic mail signatures shall be considered as valid signatures.

35. 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, drafts, term sheets, and discussions, either oral or written, between the Parties, and reflects the final and binding agreement between the Parties. The Parties agree that this Settlement Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties.

36. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

37. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects an agreement that was reached voluntarily, and no Party has entered this Settlement Agreement as the result of any coercion or duress. Each of the Parties warrants that it has read this Settlement Agreement, has had the opportunity to consult counsel about this Settlement Agreement, understands this Settlement Agreement's terms, and freely and knowingly enters into this Settlement Agreement.

38. No Reliance. Each of the Parties acknowledges that (1) it is not entitled to any disclosure and is not relying upon any statement, understanding, representation, expectation, or agreement other than those expressly set forth in this Settlement Agreement; (2) it is relying upon its own knowledge and investigation, including formal and informal discovery in and relating to the Action, and upon the advice of its own counsel; (3) it knowingly waives any claim that this Settlement Agreement was induced by any misrepresentation or nondisclosure; and (4) it knowingly waives any right to rescind, amend, or avoid this Settlement Agreement based upon presently existing facts, known or unknown.

39. Assignment. DPPs represent and warrant that they have not assigned any of the

Released Claims to any other person or entity. DPPs and Interim Lead Counsel further represent and warrant that, to their knowledge, no member of the DPP Settlement Class has assigned any of the Released Claims to any other person or entity, and DPPs and Interim Lead Counsel covenant that they will not encourage, solicit, or assist any member of the DPP Settlement Class in assigning any of the Released Claims.

40. Confidentiality of Agreement. The Parties agree to keep the terms of this Settlement Agreement confidential until such time as DPPs seek Preliminary Approval of this Settlement Agreement in the Action, except as otherwise provided herein. The Parties may disclose the fact that they have entered into this Settlement Agreement as reasonably necessary to effectuate this Settlement Agreement. The Parties further agree to continue to maintain the confidentiality of all settlement discussions and communications exchanged in the course of reaching and entering into this Settlement Agreement, unless and until the Parties agree to disclose such information. Prior to the Effective Date, a Party may make a public statement concerning the fact of this Settlement Agreement or the terms of this Settlement Agreement only after notice to the other Party and approval in writing by Westlake, except as otherwise allowed by this Settlement Agreement. None of the foregoing provisions shall preclude Westlake from disclosing the fact of this Settlement Agreement and its terms to any person who Westlake reasonably believes should be made aware of this Settlement Agreement or its terms. This may include Westlake making a public announcement of this Settlement Agreement, such as in press releases or filings with the U.S. Securities and Exchange Commission. The Parties agree that this Settlement Agreement will become public when it is filed with the Court as an exhibit to the Motion for Preliminary Approval. The obligations of the Parties under this Paragraph and the confidentiality obligations set forth in Exhibit A shall survive any termination of this Settlement Agreement. Notwithstanding the foregoing, the Parties shall keep the terms of the Confidential Letter Agreement confidential and

shall not disclose the terms of the Confidential Letter Agreement except to the Court *in camera* upon request.

41. Privilege. Nothing in this Settlement Agreement, or the negotiations or proceedings relating to the foregoing, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the accountant-client privilege, the attorney-client privilege, the joint litigant privilege, the common interest privilege, and the attorney work product privilege.

42. Public Comments and Non-Disparagement. The DPPs and Interim Lead Counsel agree they will not disparage the Westlake Released Parties, and instead will confine their public comments to essentially the following: “The parties have agreed to resolve this matter. Westlake has not admitted any liability for the claims alleged in DPPs’ complaint.”

* * * * *

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

[SIGNATURES ON NEXT PAGE]



L. Benjamin Ederington
Executive Vice President, Legal and External
Affairs

WESTLAKE CORPORATION

2801 Post Oak Blvd., Ste. 600
Houston, Texas 77056

*Defendants Westlake Corporation and
Westlake Pipe & Fittings Corporation*

Dated: 3/26/2026

Robert N. Kaplan
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New York, New York 10022
Tel: (212) 687-1980
rkaplan@kaplanfox.com

*Interim Lead Counsel for the Direct
Purchaser Class*

Dated: 3/26/2026

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Tel: (713) 651-9366
bmerrill@susmangodfrey.com

*Counsel for Defendants Westlake
Corporation and Westlake Pipe & Fittings
Corporation*

Dated: 3/26/2026

L. Benjamin Ederington
Executive Vice President, Legal and External
Affairs

WESTLAKE CORPORATION
2801 Post Oak Blvd., Ste. 600
Houston, Texas 77056

*Defendants Westlake Corporation and
Westlake Pipe & Fittings Corporation*

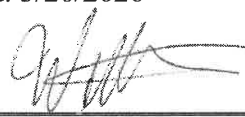
Dated: 3/26/2026



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*Interim Lead Counsel for the Direct
Purchaser Class*

Dated: 3/26/2026



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*Counsel for Defendants Westlake
Corporation and Westlake Pipe & Fittings
Corporation*

Dated: 3/26/2026

Exhibit A: Cooperation Provisions

1. **Document Production of Materials Provided to the Department of Justice:**
 - a. Within 14 Days of a grant of Preliminary Approval,¹ Westlake will produce, electronically, any Documents and data already produced by Westlake to the U.S. Department of Justice (“DOJ”) as part of the DOJ’s investigation into alleged antitrust violations in the PVC Pipe and Fittings market (the “DOJ Subpoena Materials”), limited to the time period from January 1, 2019 through August 23, 2024 (the date of filing of the first filed complaint) (the “Applicable Time Period”).
 - b. If during the course of discovery in the Action the Court orders or the Parties agree that the relevant discovery period for custodial documents includes a pre-January 1, 2019 time period or a post-August 23, 2024 time period, Westlake will produce to DPPs within 7 Days the DOJ Subpoena Materials for the time period the Court orders or the Parties agree is the relevant discovery period.
 - c. Westlake’s agreement to produce DOJ Subpoena Materials in subclauses 1(a) and 1(b) above does not include any obligation to produce materials that Westlake produces after the date of Preliminary Approval, except to the extent required by Section 5, below.
2. **Depositions:** To the extent a deposition of a current or former Westlake employee occurs during the course of discovery in the Action, Westlake will not object to DPPs’ participation in the deposition or DPPs’ use of the deposition in their case, subject to the protections of any confidentiality agreement or order.
3. **Confidentiality:** Unless the Parties agree, DPPs, or anyone acting on their behalf, may not share any of the materials or information shared by Westlake pursuant to these cooperation provisions or otherwise shared as part of the settlement or mediation process.
4. **Authentication and Business Records Affidavit:** Westlake agrees to use reasonable efforts to authenticate and provide a business records affidavit or deposition testimony of a custodian of records, if required, for any Documents and/or things that DPPs intend to use at trial or summary judgment that were produced by Westlake as part of this Settlement Agreement, where the facts indicate that the Documents and/or things at issue are authentic.
5. **Discovery:** To the extent that Westlake responds to discovery, produces documents, or provides proffers or other cooperation or information to any other Plaintiff or Plaintiff Group in the Action, it will provide the same information to DPPs, on the same terms and subject to the same protections, within 7 Days thereof.

¹ All capitalized terms in this Exhibit shall have the same meanings as set forth in the Parties’ Settlement Agreement.

6. **Other Provisions:** Nothing in this agreement prevents DPPs from seeking to prove the conspiracy they have alleged in the PVC industry. DPPs agree that they will not seek third-party discovery from Westlake Released Parties, beyond the materials that Westlake has agreed to provide herein.

EXHIBIT B

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

IN RE: BROILER CHICKEN ANTITRUST LITIGATION	Case No. 1:16-cv-08637
THIS DOCUMENT RELATES TO: DIRECT PURCHASER ACTION	

**ORDER PRELIMINARILY APPROVING PROPOSED
SETTLEMENT BETWEEN DIRECT PURCHASER PLAINTIFF CLASS
AND FIELDALE FARMS CORPORATION AND CONDITIONALLY CERTIFYING
THE PROPOSED SETTLEMENT CLASS**

THIS CAUSE came before the Court on the Direct Purchaser Plaintiff Class’s Motion For Preliminary Approval Of Settlement Between Direct Purchaser Plaintiff Class And Fieldale Farms Corporation And For Conditional Certification Of The Proposed Settlement Class. Direct Purchaser Plaintiffs (“Plaintiffs”) have entered into a Settlement Agreement with Defendant Fieldale Farms Corporation (“Settling Defendant” or “Fieldale Farms”). The Court, having reviewed the Motion, its accompanying memorandum, and the exhibits thereto, the Settlement Agreement, and the file, hereby:

ORDERS AND ADJUDGES:

Preliminary Approval of Settlement Agreement

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreement. Upon review of the record, the Court finds that the proposed Settlement Agreement, which was arrived at by arm’s-length negotiations by highly experienced counsel, falls within the range of possible approval and is hereby preliminarily approved, subject to further consideration at

the Court's Fairness Hearing. The Court preliminarily finds that the Settlement encompassed by the Settlement Agreement is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class, raises no obvious reasons to doubt its fairness, and raises a reasonable basis for presuming that the Settlement and its terms satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that Notice of the Settlement should be given.

Class Certification

2. This Court certifies a Settlement Class defined as:

All persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2008 until the date of this Preliminary Approval Order. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Class are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any co-conspirator identified in this action.

The Court appoints the law firms of Lockridge Grindal Nauen P.L.L.P., and Pearson, Simon & Warshaw, LLP as co-lead counsel for the Settlement Class.

Class Notice and Fairness Hearing

3. Co-Lead Counsel for Plaintiffs shall submit for the Court's approval a Motion to Approve a Plan of Notice of Settlement for this and any other settlements at an appropriate time prior to moving for final approval of the Fieldale Farms Settlement Agreement.

4. Co-Lead Counsel shall identify a date in consultation with the Court for the Final Approval Hearing concerning the Fieldale Farms Settlement Agreement and any other Settlement Agreements included in the Plan of Notice.

Other Provisions

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

7. In aid of the Court's jurisdiction to implement and enforce the proposed Settlement, as of the date of entry of this Order, Plaintiffs and all members of the Class shall be preliminarily enjoined from commencing or prosecuting any action or other proceeding against the Settling Defendant asserting any of the Claims released in Section II(B) of the Settlement Agreement pending final approval of the Settlement Agreement or until such time as this Court lifts such injunction by subsequent order.

8. If the Settlement Agreement is terminated in accordance with its provisions, or is not approved by the Court or any appellate court, then the Settlement Agreement and all proceedings in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided otherwise in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Plaintiffs, the Settling Defendant, and the members of the Class.

9. If the Settlement Agreement is terminated or is ultimately not approved, the Court will modify any existing scheduling orders as necessary to ensure that the Plaintiffs and Settling Defendant will have sufficient time to prepare for the resumption of litigation.

IT IS SO ORDERED.



DATED: August 18, 2017

HON. THOMAS M. DURKIN
United States District Judge

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

IN RE SURESCRIPTS ANTITRUST
LITIGATION

This Document Relates To:

All Class Actions

Civil Action No. 1:19-cv-06627

Judge John J. Tharp Jr.

Magistrate Judge Susan E. Cox

**ORDER PRELIMINARILY APPROVING SETTLEMENT
WITH DEFENDANT RELAYHEALTH, CERTIFYING THE PROPOSED
SETTLEMENT CLASS, APPROVING NOTIFICATION
TO THE SETTLEMENT CLASS, AND RELATED RELIEF**

THIS CAUSE came before the Court on Plaintiffs’ Motion for Preliminary Approval of Settlement with Defendant RelayHealth and for Certification of the Proposed Settlement Class, for Approval to Notify the Settlement Class, and for Related Relief. Plaintiffs have reached a proposed settlement of their claims with Defendant NDCHealth Corporation d/b/a RelayHealth (“RelayHealth”). The Court, having reviewed the Motion, its accompanying memorandum, and the exhibits thereto, the Settlement Agreement, and the file, hereby:

ORDERS AND ADJUDGES:

Preliminary Approval of Settlement Agreement

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreement. Upon review of the record, the Court finds preliminarily that the proposed Settlement Agreement, which was arrived at by arm’s-length negotiations by highly experienced counsel, meets all factors under Rule 23(e)(2) and will therefore likely be granted final approval by the Court, subject to further consideration at the Court’s Fairness Hearing. The Court finds that the Settlement encompassed by the Settlement Agreement is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class, raises no obvious reasons to doubt its

fairness, and raises a reasonable basis for presuming that the Settlement and its terms satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that Notice of the Settlement should be given.

Class Certification

2. The Court finds, preliminarily, that the Settlement Class meets the requirements of Rule 23(a) as well as the requirements of Rule 23(b)(3). As to the requirements of Rule 23(a), the Court preliminarily finds that (1) the Settlement Class certified herein numbers thousands of entities, and joinder of all such entities would be impracticable, (2) there are questions of law and fact common to the Settlement Class; (3) Plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; and (4) Plaintiffs are adequate representatives of the Settlement Class. As to the requirements of Rule 23(b)(3), the Court preliminarily finds that the questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Class Member, and that a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute.

3. This Court preliminarily certifies a Settlement Class defined as:

All pharmacies in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through the date of Preliminary Approval. Excluded from the Settlement Class are Defendants and their officers, directors, management, employees, parents, owners, subsidiaries, or affiliates, and all governmental entities.

4. The Court appoints the following law firms as Co-Lead Counsel for the

Settlement Class:

Kenneth A. Wexler (Committee Chair)
Justin N. Boley
Wexler Wallace LLP

W. Joseph Bruckner
Brian D. Clark

Lockridge Grindal Nauen P.L.L.P.

Tyler W. Hudson
Eric D. Barton
Wagstaff & Cartmell, LLP

Daniel E. Gustafson
Michelle J. Looby
Gustafson Gluek PLLC

Robert N. Kaplan
Elana Katcher
Kaplan Fox & Kilsheimer LLP

Jeffrey L. Kodroff
Spector, Roseman & Kodroff P.C.

Karin E. Garvey
Gregory S. Ascioffa
Labaton Sucharow LLP

5. The Court appoints Angeion Group (“Angeion”) to serve as the notice and claims administrator for Plaintiffs in this case.

6. The Court appoints The Huntington National Bank (“Huntington”) to serve as the escrow agent and provide escrow services in this case.

Class Notice

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

8. The Court approves Plaintiffs' program to notify members of the Settlement Class of this settlement.

9. The proposed notice documents and their manner of transmission comply with Rule 23(c)(2)(B) and due process because the notices and forms are reasonably calculated to adequately apprise class members of: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). Non-substantive changes, such as the correction of typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court. The schedule for submitting claims, requesting exclusion, opting out of the Settlement Class, objecting to the Settlement Agreement, and conducting a Fairness Hearing must be submitted to and approved by the Court before notice is issued.

10. Pursuant to the Settlement Agreement, Plaintiffs will receive from RelayHealth documents sufficient to show the identity of pharmacies in the United States and its territories that contracted with settling defendant RelayHealth for Surescripts e-prescription routing access during the class period. This information will be supplemented by the names and addresses of class members that can be readily obtained by Angeion, which, together with the documents provided by RelayHealth, will likely be sufficient to identify all Settlement Class Members.

Other Provisions

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


12. In aid of the Court's jurisdiction to implement and enforce the proposed Settlement, as of the date of entry of this Order, Plaintiffs and all members of the Class shall be preliminarily enjoined from commencing or prosecuting any action or other proceeding against the Settling Defendant asserting any of the Claims released in Section II(B) of the Settlement Agreement pending final approval of the Settlement Agreement or until such time as this Court lifts such injunction by subsequent order.

13. The Court's preliminary certification of the Settlement Class as provided herein is without prejudice to the right of any Defendant to contest certification of any other class proposed in these consolidated actions, and the Court's findings in this Order do not bind the Court in ruling on any motion to certify other classes in these actions. No party may cite or refer to the Court's preliminary approval of this Settlement Class (or subsequent final approval of the Settlement Class) as persuasive or binding authority with respect to the certification of any other class.

14. If the Settlement Agreement is terminated or is ultimately not approved, the Court will modify any existing scheduling orders as necessary to ensure that the Plaintiffs and Settling Defendant will have sufficient time to prepare for the resumption of litigation.

IT IS SO ORDERED.

DATED: April 19, 2021



JOHN J. THARP, JR.
United States District Judge

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

*IN RE BROILER CHICKEN ANTITRUST
LITIGATION*

Case No. 1:16-cv-08637

Hon. Thomas M. Durkin

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF
ACTION

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

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

Preliminary Approval of the Settlements and Certification of Settlement Class

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreements. Upon review of the record, the Court finds that the proposed Settlement Agreements, which were arrived at by arm's length negotiations by highly experienced counsel, fall within the range of possible approval and are hereby preliminarily approved, subject to

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

2. This Court certifies a Settlement Class defined as:

All persons who purchased Broilers directly from any of the Defendants or any co-conspirator identified in this action, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2008 until December 20, 2019. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Class are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any co-conspirator identified in this action.

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

Approval of the Notice Plan

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

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

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

Schedule for Class Notice and the Fairness Hearing

7. The Court hereby sets the below schedule for the dissemination of notice to the class, for Settlement Class Members to object to or exclude themselves from the Settlements, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreements should be finally approved as fair, reasonable, and adequate. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Settlement Class Members.

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

Other Provisions

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

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

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

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

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

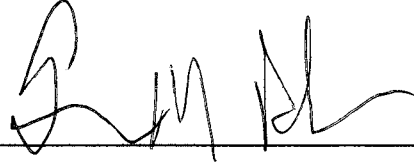
IT IS SO ORDERED.

DATED:

1/8/2020

Nunc Pro Tunc

12/20/2019



HON. THOMAS M. DURKIN

Exhibit A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

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

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

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

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

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

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Basic Information

1. Why did I receive a notice?

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

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

2. What is this lawsuit about?

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

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

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

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

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

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

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

4. Why are there settlements in this case?

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

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

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

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

Who is in the Settlement Class

6. Am I part of the Settlement Class?

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

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

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

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

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

Yes. Specifically excluded from this Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any co-conspirator identified in this action.

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

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

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreements, available at www.broilerchickenantitrustlitigation.com. You may also call the Settlement Administrator at 1-866-552-1178 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in question 15 below.

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

The Settlement Benefits

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

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

10. What are the Settlement benefits being used for?

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

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

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

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

12. What happens if I do nothing at all?

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

Excluding Yourself from the Settlements

13. How do I exclude myself from the Settlements?

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

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

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

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

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

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

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

Objecting to the Settlements

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

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

To object, you must send a letter or other written statement saying that you object to the Direct Purchaser Plaintiffs' Settlements with the Settling Defendants in *In re: Broiler Chicken Antitrust Litigation*, state which of the Settlement you are objecting to, and the reasons why you object to the Settlements. Be sure to include your full name, the name of your business that purchased Broiler chicken, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to the Settlement Administrator, Co-Lead Counsel, and Counsel for Settling Defendant at the addresses listed below. Your objection must be postmarked no later than March 9, 2020.

Settlement Administrator:

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

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

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

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

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

Counsel for Defendant Peco:

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

Counsel for Defendant George's:

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

Counsel for Defendant Amick:

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

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

Objecting is telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of

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

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

The Lawyers Representing You

17. Do I have a lawyer in this case?

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel on behalf of Direct Purchaser Plaintiffs and Settlement Class Members. Their contact information is provided above in question 15. If you wish to remain a Settlement Class Member, you do not need to hire your own lawyer because Co-Lead Counsel is working on your behalf.

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

18. How will the lawyers be paid?

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

The Court's Fairness Hearing

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

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

20. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Broiler Chicken Antitrust Litigation*." Be sure to include your name, including the name of your business that purchased Broiler chicken, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than March 9, 2020, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and Defense Counsel. The address for the Clerk of the Court is: Clerk of the United States District Court, Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois. The addresses for Co-Lead

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

Getting More Information

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

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

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Exhibit B

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

COURT-APPROVED LEGAL NOTICE

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

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

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

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

WHO IS INCLUDED?

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

Specifically excluded from the Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any co-conspirator identified in this action.

WHAT IS THIS ABOUT?

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

WHAT DOES THE SETTLEMENT PROVIDE?

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

WHAT ARE YOUR RIGHTS AND OPTIONS?

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

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

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

Exhibit C

COURT-APPROVED LEGAL NOTICE

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

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

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

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

WHO IS INCLUDED?

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

Specifically excluded from the Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any co-conspirator identified in this action.

WHAT IS THIS ABOUT?

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

WHAT DOES THE SETTLEMENT PROVIDE?

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

WHAT ARE YOUR RIGHTS AND OPTIONS?

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

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

EXHIBIT E

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

IN RE BROILER CHICKEN ANTITRUST
LITIGATION,

Case No.: 1:16-cv-08637

The Honorable Thomas M. Durkin

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF
ACTION

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

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

Preliminary Approval of the Settlements and Certification of Settlement Class

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

2. This Court certifies a Settlement Class defined as:

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

presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

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

Approval of the Notice Plan

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

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

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

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

Schedule for Class Notice and the Fairness Hearing

7. The Court hereby sets the below schedule for the dissemination of notice to the class, for Settlement Class members to object to or exclude themselves from the Settlements, timing for Co-Lead Counsel to bring a motion for disbursement, attorneys' fees, costs and incentive awards, if any, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreements should be finally approved as fair, reasonable, and adequate. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Settlement Class members.

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

Other Provisions

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

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

IT IS SO ORDERED.

DATED: February 25, 2021



HON. THOMAS M. DURKIN

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

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

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

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

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

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

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

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BASIC INFORMATION

1. Why did I receive a notice?

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

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

2. What is this lawsuit about?

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

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

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

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

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

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

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

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

4. Why are there settlements in this case?

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

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

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

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

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

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

THE SETTLEMENT CLASS

6. Am I part of the Settlement Class?

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

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

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

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

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

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

Yes. Specifically excluded from this Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any alleged Co-Conspirator identified in this action.

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

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

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreements, available at the settlement website, www.broilerchickenantitrustlitigation.com (the "Settlement Website"). You may also call the Settlement Administrator at 1-866-552-1178 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in Question 17 below.

THE SETTLEMENT BENEFITS

9. What do the Settlements provide?

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

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

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

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

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

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

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

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

HOW YOU GET A PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF YOU DO NOTHING

14. What happens if I do nothing at all?

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

EXCLUDING YOURSELF FROM THE NEW SETTLEMENTS

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

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

Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Broiler chicken, and address; (b) a statement that you want to be excluded from the Settlement Class in *In re: Broiler Chicken Antitrust Litigation*; (c) which of the Settlement Agreements (i.e., Tyson and/or Pilgrim's Pride) you wish to be excluded from; and (d) your signature or your attorneys' signature. If you intend to exclude subsidiaries, affiliates, divisions, related or controlled entities, entities under common control, predecessors in interest, or any other related entity, such entities must be expressly identified by name and address in your request.

Additionally, if you intend to exclude claims that were assigned to you from another potential Settlement Class member, you must include the assignor's name; whether the assignor fully or partially assigned their Broiler chicken claims; the annual value of Broiler chicken purchases assigned, identified by Defendant or Co-Conspirator from whom the purchases

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

were made; and a copy of the executed assignment agreement or a statement outlining the assignment signed by both the assignor and assignee.

You must mail or email your Exclusion Request, postmarked or emailed by May 17, 2021, to: Broiler Chicken Antitrust Litigation, c/o JND Legal Administration, PO Box 91343, Seattle, WA 98111 or info@broilerchickenantitrustlitigation.com.

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

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

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

OBJECTING TO THE NEW SETTLEMENTS

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

If you are a Settlement Class Member and have not excluded yourself from the New Settlements, you can object to either of the New Settlements with the New Settling Defendants if you don't like part or all of them. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the New Settlements with the New Settling Defendants in *In re: Broiler Chicken Antitrust Litigation*, state which of the New Settlements (i.e., Tyson and/or Pilgrim's Pride) you are objecting to, and the reasons why you object to the New Settlements. Be sure to include your full name, the name of your business that purchased Broiler chicken, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to the Settlement Administrator, Co-Lead Counsel, and Counsel for each Settling Defendant at the addresses listed below. Your objection must be postmarked no later than May 17, 2021. The deadline to object to the Previous Settlements with the Previous Settling Defendants has already passed.

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

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

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

20. How will the lawyers be paid?

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

THE COURT'S FAIRNESS HEARING

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

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

22. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Broiler Chicken Antitrust Litigation*." Be sure to include your name, and the name of your business that purchased Broiler chicken, current mailing address, telephone number, and signature. Your Notice of Intention to

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

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

GETTING MORE INFORMATION

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

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

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT B

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

YOUR ACCESS CODE: _____

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

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

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

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

Specifically excluded from the Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

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

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

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

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

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

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

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

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

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

EXHIBIT C

COURT-APPROVED LEGAL NOTICE

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

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

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

WHO IS INCLUDED IN THE SETTLEMENTS?

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

Specifically excluded from the Settlement Class are the Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any Co-Conspirator identified in this action.

WHAT IS THIS CASE ABOUT?

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

WHAT DO THE SETTLEMENTS PROVIDE?

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

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

HOW DO YOU RECEIVE MONEY FROM THE SETTLEMENTS?

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

WHAT ARE MY OTHER OPTIONS?

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

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

EXHIBIT D

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

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

[BARCODE]

CLAIMANT NUMBER: _____ YOUR ACCESS CODE: _____

DIRECT PURCHASER ANTITRUST CLAIM FORM

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

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

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

Review your purchase information

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

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



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

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

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

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

[BARCODE]

CLAIMANT NUMBER: _____

YOUR ACCESS CODE: _____

PURCHASE INFORMATION

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

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

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

Total Purchase Amount \$ _____



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

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

[BARCODE]

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

CLAIMANT NUMBER: _____

YOUR ACCESS CODE: _____

DIRECT PURCHASER ANTITRUST CLAIM FORM

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

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

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

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

Signature: _____ Date: _____

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

Title: _____

EXHIBIT E

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

CLAIMANT NUMBER (printed on your Claim Form): _____

DIRECT PURCHASER ANTITRUST PURCHASE AUDIT REQUEST FORM

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

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

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

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

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

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

PURCHASE INFORMATION

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

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

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

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

Signature: _____ Date: _____

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

Title: _____

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

EXHIBIT F

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

IN RE BROILER CHICKEN ANTITRUST
LITIGATION,

Case No.: 1:16-cv-08637

The Honorable Thomas M. Durkin

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF
ACTION

**ORDER GRANTING DIRECT PURCHASER PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF THE SETTLEMENTS WITH
THE MAR-JAC AND HARRISON POULTRY DEFENDANTS**

This Court has held a hearing on Direct Purchaser Plaintiffs' Motion for Preliminary Approval of the Settlements with Defendants Mar-Jac Poultry, Inc., Mar-Jac Poultry MS, LLC, Mar-Jac Poultry AL, LLC, Mar-Jac AL/MS, Inc., Mar-Jac Poultry, LLC and Mar-Jac Holdings, Inc. (Mar-Jac Holdings, Inc. is incorrectly named in the Complaint as Mar-Jac Holdings, LLC) (collectively, "Mar Jac") and Harrison Poultry, Inc. ("Harrison Poultry") ("Motion"). Direct Purchaser Plaintiffs ("Plaintiffs") have entered into Settlement Agreements with Mar Jac and Harrison Poultry. The Court, having reviewed the Motion, its accompanying memorandum and the exhibits thereto, the Settlement Agreements, and the file, hereby **ORDERS AND ADJUDGES:**

Preliminary Approval of the Settlements and Certification of Settlement Class

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

2. This Court certifies a Settlement Class defined as:

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

Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

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

Approval of the Notice Plan

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

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

6. The attached proposed notice documents: Long Form Notice (Exhibit “A”), Email Notice (Exhibit “B”), and Summary Publication Notice (Exhibit “C”), and their manner of transmission, comply with Rule 23(c)(2)(B) and due process because the notices and forms are reasonably calculated to adequately apprise Settlement Class members of (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a Settlement Class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the Settlement Class any member who requests exclusion; (vi)

the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). Non-substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

Schedule for Class Notice and the Fairness Hearing

7. The Court hereby sets the below schedule for the dissemination of notice to the class, for Settlement Class members to object to or exclude themselves from the Settlement, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreements should be finally approved as fair, reasonable, and adequate. The Fairness Hearing may take place remotely via telephone or video conference. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Settlement Class members.

<u>DATE</u>	<u>EVENT</u>
1. October 22, 2021	Settlement Administrator to provide direct mail and email notice, and commence the publication notice plan.
2. December 21, 2021 (60 days after the mailing of Notice)	Last day to request exclusion from the Settlement Class; object to the Settlements; and file notices to appear at the Fairness Hearing.
4. January 3, 2022 (13 days after last day to request exclusion from the settlement)	Class Counsel shall file with the Court a list of all persons and entities who have timely and adequately requested exclusion from the Settlement Class.
5. January 11, 2022 (14 days before Fairness Hearing)	Class Counsel shall file a motion for final approval of the Settlements and all supporting papers, and Class Counsel and the Settling Defendants may respond to any objections to the proposed Settlements.
6. January 25, 2022 at 1:00 p.m. Central Time	Final Settlement Fairness Hearing.

Other Provisions

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

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

IT IS SO ORDERED.

DATED: October 5, 2021



HON. THOMAS M. DURKIN

EXHIBIT G

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SANDEE'S BAKERY d/b/a SANDEE'S
CATERING BAKERY & DELI AND GNEMI,
LLC d/b/a LOGAN FARMS,

Plaintiffs,

v.

AGRI STATS, INC., et al.,

Defendants.

No. 1:20-cv-02295

Hon. Virginia M. Kendall

**ORDER GRANTING COMMERCIAL AND INSTITUTIONAL
INDIRECT PURCHASER PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL
OF PROPOSED SETTLEMENT WITH TYSON DEFENDANTS AND
PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS**

The Commercial and Institutional Indirect Purchaser Plaintiffs ("CIIPPs") Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli and Gnemi, LLC d/b/a Logan Farms seek the Court's preliminary approval of the settlement of their claims against Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc., and the Hillshire Brands Company (collectively "Tyson").

Upon consideration of the filings, record, and applicable legal authority and having carefully reviewed the CIIPPs' Motion for Preliminary Approval of Proposed Settlement with Tyson and Provisional Certification of Settlement Class ("Motion"), it is hereby **ORDERED** as follows:

1. The Motion is hereby **GRANTED**.

2. Unless otherwise set forth herein, defined terms in this Order shall have the same meaning ascribed to them in the settlement agreement between CIIPPs and Tyson (“Settlement Agreement”).

3. The Court has jurisdiction over this action and each of the parties to the Settlement Agreement.

4. The terms of the Settlement Agreement are hereby preliminarily approved, including the release contained therein, as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Court’s Fairness Hearing. The Court finds that the Settlement Agreement was negotiated and entered into at arm’s length by experienced counsel, raises no obvious reasons to doubt its fairness, and is sufficiently within the range of reasonableness that notice of the Settlement Agreement should be given, pursuant to a plan to be submitted by Settlement Class Counsel and approved by the Court at a later date as provided in this Order.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the prerequisites for a class action have been met and provisionally certifies the following class for settlement purposes (“Settlement Class”):

All commercial and institutional purchasers in the United States and its territories that purchased turkey, once or more, other than directly from Defendants, entities owned or controlled by Defendants, or other producers of turkey, from January 1, 2010 to January 1, 2017. Excluded from the Nationwide Class are the Court and its personnel, and any Defendants and their parent or subsidiary companies.

This class definition is in all material respects the same class proposed in the CIIPPs’ Second Amended Class Action Complaint (Dkt. No. 133) and the Settlement Agreement. (*See* Settlement Agreement, ¶ 5).

6. The Court finds that provisional certification of the Settlement Class is warranted in light of the Settlement Agreement because: (a) the Settlement Class members are so numerous that joinder is impracticable; (b) CIIPPs' claims present common issues and are typical of the Settlement Class; (c) the CIIPP named representatives and Settlement Class Counsel (defined below) will fairly and adequately represent the Settlement Class; and (d) common issues predominate over any individual issues affecting the members of the Settlement Class. The Court further finds that the named representative CIIPPs' interests are aligned with the interests of all other members of the Settlement Class. The Court also finds settlement of this action on a class basis is superior to other means of resolving the matter.

7. The Court appoints Blaine Finley (Cuneo Gilbert & LaDuca, LLP) and Sterling Aldridge (Barrett Law Group, P.A.) as Settlement Class Counsel, having determined that the requirements of Rule 23(g) are fully satisfied by this appointment.

8. Each CIIPP class representative named in the most current Complaint in the above case will serve as a CIIPP class representative on behalf of the Settlement Class.

9. The Court hereby sets the below schedule for approval of a notice plan, the dissemination of notice to potential members of the Settlement Class, for members of the Settlement Class to object to or exclude themselves from the Settlement Agreement, and for the Court's Final Approval Hearing, at which time the Court will determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. This Court may order the Final Approval Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, the Parties will not be required to provide any additional notice to Settlement Class Members. Pursuant

to any applicable orders relating to the COVID-19 emergency or otherwise, the Final Approval Hearing may take place remotely, including via telephone or video conference.

DATE	EVENT
Within 60 days after entry of the preliminary approval order	Co-Lead Counsel will move the Court to approve a program to notify members of the Settlement Class of this Settlement with Tyson
Within 30 days after the entry of an order approving the proposed notice plan	Settlement Administrator to commence providing notice
60 days after the commencement of the Notice	Last day for Settlement Class Members to request exclusion from the Settlement Class; for Settlement Class Members to object to the Settlement; and for Settlement Class Members to file notices to appear at the Final Approval Hearing
7 days after last day to request exclusion from Settlements	Co-Lead Counsel to provide Tyson with a list of all persons and entities who have timely and adequately requested exclusion from the Settlement Class
14 days before the Final Approval Hearing	Co-Lead Counsel shall file a motion for final approval of the Settlement and all supporting papers, and Co-Lead Counsel and Tyson may respond to any objections to the proposed Settlement
40 days after the last day to request exclusion from the Settlement, or as soon thereafter as may be heard by the Court	Final Approval Hearing for the Settlement

10. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice.

11. After notice has been disseminated, potential members of the Settlement Class: (1) who wish to exclude themselves from the Settlement Agreement will be required to submit an appropriate and timely request for exclusion, (2) who wish to object to the Settlement Agreement will be required to submit an appropriate and timely written statement of the grounds for the objection, or (3) who wish to appear in person to be heard or object to the Settlement Agreement will be required to submit an appropriate and timely request to appear. The directions for exercising

these options will be set forth in the notice documents and the Court's Order regarding the Notice Motion.

12. If the Settlement Agreement is not granted Final Approval following the Fairness Hearing or is cancelled or terminated pursuant to Paragraph 20 of the Settlement Agreement, then the Settlement Agreement and all proceedings had in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided otherwise in the Settlement Agreement, and without prejudice to the status quo and rights of CIIPPs, Tyson, and the members of the Settlement Class. The parties shall also comply with any terms or provisions of the Settlement Agreement applicable to the settlement not becoming final.

13. Neither this Order nor the Settlement Agreement shall be deemed or construed to be an admission or evidence of a violation of any statute, law, rule, or regulation or of any liability or wrongdoing by Tyson or of the truth of any of CIIPPs' claims or allegations, nor shall it be deemed or construed to be admission or evidence of Tyson's defenses.

14. The Court approves the establishment of the Settlement Fund described at Paragraph 11 of the Settlement Agreement as a qualified settlement fund ("QSF") pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder, and retains continuing jurisdiction as to any issue that may arise in connection with the formation and/or administration of the QSF. Settlement Class Counsel are, in accordance with the Settlement Agreement and subject to any necessary Court approval, authorized to expend funds from the QSF for the payment of the costs of notice, payment of taxes, and settlement administration costs.

15. The litigation against Tyson Released Parties (as defined in the Settlement Agreement with Tyson) is stayed except to the extent necessary to effectuate the Settlement Agreement.

Dated: July 28, 2021

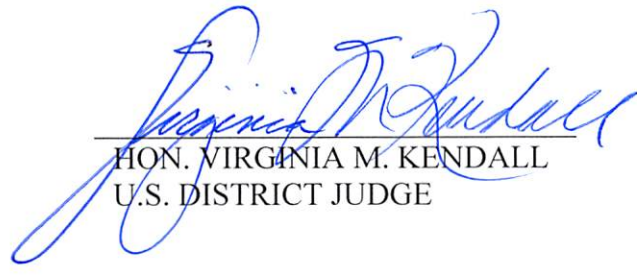

HON. VIRGINIA M. KENDALL
U.S. DISTRICT JUDGE

EXHIBIT H



SETTLEMENT SERVICES



Connecting Our Customers to Streamlined Settlement Services

Our National Settlement team has handled more than 5,500 settlements for law firms, claims administrators and regulatory agencies. These cases represent over \$75 billion with more than 200 million checks - including some of the largest settlements in U.S. history.

5,500+ Settlements 200M+ Checks \$75B+ Disbursed

Including these Settlements

\$7.25B

Payment Card Interchange Fee Settlement Fund

\$4.0B

Madoff Victim Fund

\$2.9B

Petrobras Securities Litigation

\$2.4B

SEC v. Bank of America Securities Settlement

\$2.3B

FX Benchmark Rates Antitrust Settlement

\$1.5B

National Mortgage Settlement

\$926M

Stryker Modular Hip Settlement

\$735M

U.S. Dept. of Justice Adelphia Victim Remission

\$525M

Lehman Brothers Securities Settlement Fund

\$200M

SEC v. JPMorgan Chase Settlement

\$153M

HealthSouth Securities Settlement Fund

Experience Matters

The Huntington National Settlement team has spent nearly 20 years working within the class action industry, building an extensive network of contacts with law firms, government regulators, claims administrators, and other stakeholders. We use this expertise to simplify the banking process for you, providing seamless service through the life of a case. By putting the business of settlement fund banking in the hands of our specialists, you can focus on the case at hand.



Disbursement Services

BUSINESS ONLINE

View the account balance and transaction history, search for transactions, view check images, place stop payments, initiate wire transfers, set up reports, and more through the same easy-to-navigate platform.

POSITIVE PAY

Huntington Positive Pay automates daily monitoring for the settlement fund. The claims administrator will transmit the dollar amount, date, payee and other pertinent issue information for each claimant check.

ACH POSITIVE PAY

With ACH Blocks, you can stop any ACH debit to your account. This can prevent any unauthorized electronic transactions from occurring on your account.

Investment Options

Huntington can provide a variety of investment options¹ for the settlement fund escrow account:

[FDIC Pass-Through Insured Accounts](#)

[IntraFi Cash ServiceSM\(ICS\)²](#)

[U.S. Treasury Money Market Mutual Fund](#)

[Government Obligations Money Market Mutual Fund](#)

[Treasury Bills](#)

[U.S. Government Securities](#)

Settlement Phases

At Huntington we will work with you from the first deposit to the last disbursement, providing customized solutions for both the Escrow and Distribution phases:

ESCROW PHASE

[Investment options backed by the full faith and credit of the U.S. Government](#)

[Broad network of law firms, regulators and claims administrators](#)

[Proven track record with a \\$9 billion escrow portfolio](#)

[Seamless integration from escrow through distribution](#)

DISTRIBUTION PHASE

[Fraud protection services](#)

[Master agreements to simplify the process](#)

[Advance Reporting Tools](#)

[Extensive experience with over 5,500 cases](#)

[Digital Payment Services](#)





Commitment to the Industry

We support numerous legal and trade organizations in the industry, often in leadership positions. We helped organize three national conferences to share best practices among law firms, claims administrators, custodians and regulators. Groups we support include:

American Antitrust Institute (AAI)

American Association for Justice (AAJ)

American Constitution Society (ACS)

Committee to Support the Antitrust Laws (COSAL)

Institute for Law and Economic Policy (ILEP)

National Association of Shareholder & Consumer Attorneys (NASCAT)

Public Interest Law Center

Public Justice Foundation

Women Antitrust Plaintiffs' Attorneys (WAPA)

Huntington National Settlements Actively Serving

50 STATES

The Huntington National Bank Full-service Footprint

11 STATES

GET CONNECTED

Reach out to our Huntington National Settlement team about your next settlement case.

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Huntington Bancshares Incorporated is a regional bank holding company headquartered in Columbus, Ohio, with \$187 billion of assets and a network of more than 1000 full-service branches. Founded in 1866, The Huntington National Bank and its affiliates provide consumer, small business, commercial, treasury management, wealth management, brokerage, trust, and insurance services. Huntington also provides auto dealer, equipment finance, national settlement and capital market services that extend beyond its core states.

1 Securities products and services are offered by licensed securities representatives of Huntington Securities, Inc., registered broker dealer and member FINRA/SIPC. Trust and certain investment management products and services are provided by The Huntington National Bank, a national bank with fiduciary powers. Huntington Securities, Inc. and The Huntington National Bank are wholly owned subsidiaries of Huntington Bancshares Incorporated.

2 Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi and ICS are registered service marks, and IntraFi Cash Service is a service mark, of IntraFi Network LLC.

When placing your deposits using ICS or CDARS, The Huntington National Bank acts as your agent and not as your investment advisor. Your funds placed by The Huntington National Bank using ICS or CDARS are placed into deposit accounts at other IntraFi network banks and are the deposit obligation of those banks.

**Investment, Insurance and Non-Deposit Trust products are:
NOT A DEPOSIT • NOT FDIC INSURED • NOT GUARANTEED BY THE BANK
• NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY LOSE VALUE**




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EXHIBIT I

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

*IN RE BROILER CHICKEN ANTITRUST
LITIGATION*

This Document Relates To:
Direct Purchaser Actions

Case No. 1:16-cv-08637

Hon. Thomas M. Durkin

Magistrate Judge Jeffrey T. Gilbert

**ORDER GRANTING DIRECT PURCHASER PLAINTIFFS' MOTION TO APPROVE
A PLAN OF NOTICE OF SETTLEMENT WITH DEFENDANT FIELDALE FARMS
CORPORATION**

This Court having reviewed and considered Direct Purchaser Plaintiffs' Motion to Approve a Plan of Notice of Settlement With Defendant Fieldale Farms Corporation ("Motion") and finding good cause hereby grants the motion as set forth below.

FINDINGS:

1. The Court having previously entered an Order Preliminarily Approving Proposed Settlement Between Direct Purchaser Plaintiff Class And Fieldale Farms Corporation And Conditionally Certifying The Proposed Settlement Class (ECF No. 462), hereby directs notice to be distributed to the Settlement Class Members pursuant to Federal Rule of Civil Procedure ("Rule") 23(c)(2).

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

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

4. The Court hereby sets the below schedule for the dissemination of notice to the class and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. This Court

may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but other than the website posting the Parties will not be required to provide any additional notice to Class Members.

<u>DATE</u>	<u>EVENT</u>
1. July 20, 2018	Each Defendant to produce customer names, addresses, phone numbers and email addresses, to the extent the Defendant has that information in its structured transactional data or other sources as agreed, to Direct Purchaser Plaintiffs and the Settlement Administrator. ¹
2. August 16, 2018	Settlement Administrator to provide direct mail and email notice, and commence the publication notice plan
3. October 15, 2018	Last day for Settlement Class Members to request exclusion from the Settlement Class and for Settlement Class Members to object to the settlement
4. October 25, 2018	Class Counsel shall file with the Court a list of all persons and entities who have timely requested exclusion from the Settlement Class
5. October 29, 2018	Class Counsel shall file motion for final approval of settlement and all supporting papers, and Class Counsel and settling defendant Fieldale Farms may respond to any objections to the proposed settlement.
6. November 13, 2018 at 9:00 a.m.	Final Settlement Fairness Hearing

IT IS SO ORDERED.



DATED: 6/22/2018

HON. THOMAS M. DURKIN

¹ To the extent that any Defendant relies on its transactional structured data to produce customer contact information, it must identify these documents by bates number to Direct Purchaser Plaintiffs and the Settlement Administrator by July 20, 2018 and ensure that the customer contact information is readily identifiable and accessible.