

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

IN RE BROILER CHICKEN ANTITRUST
LITIGATION

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

This Document Relates To:

Hon. Judge Thomas M. Durkin

All End-User Consumer Plaintiff Actions

Magistrate Judge Jeffrey T. Gilbert

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the EUCPs be settled and compromised, and dismissed on the merits with prejudice as to Wayne Farms:

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

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

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

- c. "Complaint" means the EUCPs' Fifth Consolidated Amended Class Action Complaint, Aug. 7, 2020 (ECF Nos. 3747 (Redacted) and 3748 (Sealed)).
- d. "Court" means the United States District Court for the Northern District of Illinois.
- e. "Defendants" means those defendants named in the Complaint.
- f. "Final Approval" means an order and judgment by the Court which finally approves this Settlement Agreement and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses Wayne Farms with prejudice from the Action.
- g. "Final Judgment" means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval; and (b) either (1) thirty days have passed from the date of Final Approval with no notice of appeal having been filed with the Court; or (2) Final Approval has been affirmed by a mandate issued by any reviewing court to which any appeal has been taken, and any further petition for review (including certiorari) has been denied, and the time for any further appeal or review of Final Approval has expired.
- h. "Preliminary Approval" means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.

- i. “Released Claims” shall have the meaning set forth in Paragraph 9 of this Settlement Agreement.
- j. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Settlement Class and all members of the Settlement Class, including the EUCPs, each on behalf of themselves and their respective predecessors and successors; their current and former, direct and indirect parents, subsidiaries and affiliates; their present and former shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, attorneys, insurers, heirs, executors, administrators, devisees, representatives; the assigns of all such persons or entities, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally; and any of their past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions; and also means, to the full extent of the power of the signatories hereto to release past, present and future claims, persons or entities acting in a private attorney general, qui tam, taxpayer or any other capacity, whether or not any of them participate in this Settlement Agreement. As used in this Paragraph, “affiliates” means entities controlling, controlled by or under common ownership or control with, in whole or in part, any of the Releasing Parties.
- k. “Repealer Jurisdictions” has the meaning ascribed in the Court’s order granting class certification in Docket Number 5644: California, District of

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

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

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

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

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

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

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

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

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

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

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

- a. Notice of this settlement will be sent in coordination with other settlements reached between the EUCP Class and other Defendants. Individual notice of this settlement shall be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of Lead Counsel, to potential members of the Settlement Class, in conformance with a notice plan to be approved by the Court.
- b. Neither the Settlement Class, Lead Counsel, nor Wayne Farms shall have any responsibility, financial obligation, or liability for any fees, costs, or

expenses related to providing notice to the Settlement Class or obtaining approval of the settlement or administering the settlement.

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

8. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and certifies the Settlement Class, then EUCPs, through Lead Counsel — in accordance with the schedule set forth in the Court’s Preliminary Approval shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Lead Counsel to Wayne Farms for its review. To the extent that Wayne Farms objects to any aspect of the motion, it shall communicate such objection to Lead Counsel and the parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Federal Rules of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement;
- b. Determining that the Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the Fairness

- Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- c. Dismissing the Action with prejudice as to Wayne Farms in all class action complaints asserted by EUCPs;
 - d. Discharging and releasing Wayne Farms from all Released Claims;
 - e. Enjoining EUCPs and members of the Settlement Class from suing Wayne Farms for any of the Released Claims;
 - f. Confirming that Wayne Farms has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. 1715, *et seq.*
 - g. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
 - h. Determining under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Wayne Farms shall be final and entered forthwith.

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

9. Release. Upon Final Judgment, the Releasing Parties shall completely release and forever discharge Wayne Farms from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Settlement Class has objected to the Settlement Agreement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, losses, damages, and

the consequences thereof, including any claims of third parties that have been assigned to a Releasing Party and (to the extent the Releasing Party has the legal and contractual right to do so) any claims previously assigned by the Releasing Party to a third party, that have been asserted, or could have been asserted, under federal or state law, in any way arising out of acts or omissions through the date of Preliminary Approval relating to the subject matter of the Action. (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than Wayne Farms; or (ii) any claims wholly unrelated to the allegations in the Action that are based on breach of contract, any negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, or product defect. This reservation of claims set forth in (i) and (ii) of this paragraph does not impair or diminish the right of Wayne Farms to assert any and all defenses to such claims. Prior to Final Judgment, all Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against Wayne Farms. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against Wayne Farms arising out of or relating to the Released Claims.

10. Further Release. In addition to the provisions of Paragraph 9, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code (providing, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.") and Section 20-7-11 of the

South Dakota Codified Laws (providing, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.") or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code or Section 20-7-11 of the South Dakota Codified Laws. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 9, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 9, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

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

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

13. Effect of Disapproval or Rescission. If the Court does not certify the Settlement Class as defined in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided for in Paragraph 8 herein, or if any judgment approving this Settlement Agreement is materially

modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(g) of this Settlement Agreement, then this Settlement Agreement may be cancelled and terminated by Wayne Farms or EUCPs on behalf of the Settlement Class.

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

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

15. Consent to Jurisdiction. The Parties and any Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraph 9 or 10, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 9 or 10 are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Settlement Agreement. In the event that the provisions of Paragraph 9 or 10 are asserted by Wayne Farms as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that Wayne Farms shall be entitled to a stay of that suit, action, or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the

defense or objection based on such provisions. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties and any Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Settlement Agreement.

16. Class Action Fairness Act. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for preliminary approval, Wayne Farms, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and shall confirm to EUCPs' Lead Counsel that such notices have been served.

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

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

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

20. It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any other purpose with respect to implementing or enforcing this Settlement Agreement, including as evidence of the Release granted herein.

21. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given (1) by email and (2) either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b) or (c) shall be addressed:

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

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

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

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

If directed to Wayne Farms, to:

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

Washington, DC 20004

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

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

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

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

25. Amendment and Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement. This Settlement Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Settlement Agreement. Any breach of this Settlement

Agreement would result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Settlement Agreement by means of specific performance or injunction, without the requirement of posting a bond or other security.

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

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

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

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

30. EUCPs have been provided with a copy of the agreement entered into by Defendants dated February 25, 2020 (hereinafter referred to as "Defendants' Agreement"). The defined terms in Defendants' Agreement shall have the same meaning when used in this Settlement Agreement. EUCPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, EUCPs shall reduce the dollar amount collectable from the parties to the Defendants' Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Wayne Farms, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Wayne Farms had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. EUCPs agree that this undertaking is also for the benefit of any Defendant that is a party to the Defendants' Agreement and that this undertaking may be enforced by any or all of such Defendants as third party beneficiaries hereof. Any ambiguity in this Paragraph 30 or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants' Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. EUCPs further represent and warrant that they have not reached any agreement to provide any portion of the settlement proceeds provided hereunder to any person or entity that is not explicitly identified as a releasor in this Settlement Agreement, except for proceeds received by EUCPs' attorneys for payment of attorneys' fees and expenses. EUCPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants' Agreement and to effectuate the intent of the parties to the Defendants' Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

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

DATED: August 12, 2024



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


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

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

DATED: _____, 2024

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

Counsel for Wayne Farms



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

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

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

DATED: August 12, 2024

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

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

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

DATED: _____, 2024



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

Counsel for Wayne Farms

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

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