

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

IN RE TURKEY ANTITRUST LITIGATION

This Documents Relates To:

Direct Purchaser Plaintiff Actions

Civil Action No. 19-cv-08318

Hon. Sunil R. Harjani

Hon. Keri L. Holleb Hotaling

**DECLARATION OF BRIAN D. CLARK IN SUPPORT OF
DIRECT PURCHASER PLAINTIFFS' UNCONTESTED MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENTS WITH COOPER FARMS, INC. AND
FABEST FOODS, INC., AND APPROVAL OF NOTICE PLAN**

I, Brian D. Clark, declare under oath, as follows:

1. I am a Partner in the law firm of Lockridge Grindal Nauen PLLP. This Court appointed my firm, together with the firm of Hagens Berman Sobol Shapiro LLP, as Co-Lead Class Counsel for the certified Direct Purchaser Plaintiffs Class ("Certified Class") in this litigation. (*See* ECF No. 1107). I have full knowledge of the matters stated herein and could and would testify thereto.

2. I submit this Declaration in support of DPPs' Uncontested Motion for Preliminary Approval of Settlement with Cooper Farms, Inc., and Farbest Foods, Inc., and Approval of Notice Plan filed simultaneously herewith.

3. DPPs filed the first complaint in this litigation in December 2019. Over the subsequent five years of litigation, Co-Lead Class Counsel collected more than 1.7 million documents and deposed more than 75 of Defendants' employees and their Co-Conspirators and deposed over 15 non-parties. We have engaged in extensive investigation, written discovery, research, oral argument, and contested motion practice, including successfully moving for certification of the Certified Class. Because of the substantial information we have obtained over

the course of this litigation, Co-Lead Class Counsel are fully aware of the strengths and weakness of each party's position prior to executing the Settlement Agreements with Cooper Farms, Inc. and Farbest Foods, Inc.

4. DPPs have previously reached settlement agreements with the Tyson Defendants (\$4,625,000) and the Cargill Defendants (\$32,500,000). These settlements were reached prior to the Court granting DPPs' motion for class certification on January 22, 2025, and reflect settlements valued at approximately \$1-2 million per settlement class market share point (as defined in the settlement agreements).

5. DPPs have reached settlement agreements with Cooper Farms, Inc. and Farbest Foods, Inc. (collectively, the "Settlements" or "Settlement Agreements"). The terms of the Settlements are almost identical to the settlement agreement DPPs reached with Cargill in January 2025. Under the terms of the Settlements, Cooper Farms and Farbest Foods will each pay \$1,687,500 in monetary relief to the Certified Class. This brings the total monetary recovery by DPPs to \$40,500,000.

Cooper Farms Settlement

6. On behalf of the DPPs and the Certified Class, I, my firm, and my Co-Lead Class Counsel conducted separate settlement negotiations with counsel for Cooper Farms. DPPs and Cooper Farms signed the Cooper Farms Settlement Agreement on March 6, 2025. The terms of the Settlement Agreement are modelled after DPPs' settlement agreement with the Cargill Defendants. The Settlement is the product of negotiations that began in May 2023 and culminated shortly after the Court granted DPPs' motion for class certification on January 22, 2025. A true and correct copy of the proposed Cooper Farms Settlement Agreement is attached as **Exhibit A** to this Declaration

7. Under the terms of the Cooper Farms Settlement Agreement, Cooper Farms will pay \$1,687,500 in monetary relief to the Certified Class. In addition to monetary relief, Cooper Farms will provide material cooperation to the DPPs including authenticating and providing foundation for documents, which will assist DPPs prosecute their claims against the remaining Non-Settling Defendants and prepare for trial.

8. Cooper Farms' market share of the market for Class Products as defined in the Court's Class Certification Order (ECF No. 1107) is approximately 0.47%. A payment to the Certified Class of \$1,687,500 represents approximately \$3.6 million per market share point. This reflects a step up in point per market share percentage from the settlements with Tyson and Cargill.

9. The Cooper Farms Settlement come after extensive and confidential arm's-length negotiations between the parties. The negotiations required numerous calls as well as written exchanges between counsel, during which the parties negotiated the material terms of the Settlement, including the amount of payment, the timing of payment, potential conditions on payment, and potential cooperation as well as the final Settlement Agreement. Throughout this process, Cooper Farms was represented by experienced and sophisticated counsel. At all times, Co-Lead Class Counsel were focused on obtaining the best possible result for DPPs and Certified Class.

10. There was no collusion or preference among counsel for the parties at any time during these negotiations. To the contrary, the negotiations were contentious, hard fought, and fully informed. DPPs sought to obtain the greatest monetary benefit possible from Cooper Farms. Furthermore, throughout the course of the negotiations there was never any discussion or agreement at any time regarding the amount of attorneys' fees Co-Lead Class Counsel would ask the Court to award in this case.

Farbest Foods Settlement

11. On behalf of the DPPs and Certified Class, I, my firm, and my Co-Lead Class Counsel conducted separate settlement negotiations with counsel for Farbest Foods. DPPs and Farbest Foods signed the Farbest Foods Settlement Agreement on March 6, 2025. The terms of the Settlement Agreement are modelled after DPPs' settlement agreement with the Cargill Defendants. The Settlement is the product of negotiations that began in February 2025 shortly after the Court granted DPPs' motion for class certification on January 22, 2025. A true and correct copy of the proposed Settlement Agreement is attached as **Exhibit B** to this Declaration.

12. Under the terms of the Farbest Foods Settlement Agreement, Farbest Foods will pay \$1,687,500 in monetary relief to the Certified Class. In addition to monetary relief, Farbest Foods will provide material cooperation to the DPPs including authenticating and providing foundation for documents, which will assist DPPs prosecute their claims against the remaining Non-Settling Defendants and prepare for trial.

13. Farbest Foods' market share of the market for Class Products as defined in the Court's Class Certification Order (ECF No. 1107) is approximately 0.58%. A payment to the Certified Class of \$1,687,500 represents approximately \$2.9 million per market share point. This reflects a step up in point per market share percentage from the settlements with Tyson and Cargill.

14. The Farbest Foods Settlement comes after extensive and confidential arm's-length negotiations between the parties. The negotiations required numerous conference calls as well as written exchanges between counsel, during which the parties negotiated the material terms of the Settlement, including the amount of payment, the timing of payment, potential conditions on payment, and potential cooperation as well as the final Settlement Agreement. Throughout this process, Farbest Foods was represented by experienced and sophisticated counsel. At all times,

Co-Lead Class Counsel were focused on obtaining the best possible result for DPPs and Certified Class.

15. There was no collusion or preference among counsel for the parties at any time during these negotiations. To the contrary, the negotiations were contentious, hard fought, and fully informed. DPPs sought to obtain the greatest monetary benefit possible from Farbest Foods. Furthermore, throughout the course of the negotiations there was never any discussion or agreement at any time regarding the amount of attorneys' fees Co-Lead Class Counsel would ask the Court to award in this case.

Opinion of Co-Lead Class Counsel

16. I have practiced law and specialized in antitrust class action law since 2009, and I have prosecuted numerous antitrust class actions as lead counsel or other leadership positions. I have personally negotiated many settlements. In my opinion, and in that of my Co-Lead Class Counsel colleagues, the proposed Cooper Farms Settlement and Farbest Foods Settlement with are fair, reasonable, and adequate. The proposed Settlements provides substantial benefits to the Certified Class and avoids the delay and uncertainty of continuing protracted litigation against Cooper Farms and Farbest Foods. These Settlement Agreements are in the best interests of DPPs and the Certified Class.

* * *

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

Executed on March 25, 2025, at Minneapolis, Minnesota.

s/ Brian D. Clark

Brian D. Clark

Exhibit A

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

IN RE TURKEY ANTITRUST LITIGATION,

This Document Relates To:

Direct Purchaser Plaintiff Action

Civil No. 1:19-cv-08318

Hon. Sunil R. Harjani

Hon. Keri L. Holleb Hotaling

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN
DIRECT PURCHASER PLAINTIFFS AND COOPER FARMS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of March 6, 2025 (“Execution Date”), by and between the Direct Purchaser Plaintiffs (“DPPs”),¹ through Co-Lead Counsel (as hereinafter defined) for the Certified Class (as hereinafter defined), and Cooper Farms, Inc. and all of its predecessors, successors, assigns, and Affiliates (as hereinafter defined) (including without limitation any affiliates who are alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, departments (collectively referred to as “Settling Defendant” or “Cooper Farms”). DPPs, on behalf of themselves and the Certified Class, and Cooper Farms are referred to herein collectively as the “Parties” or individually as a “Party.”

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

¹ As used herein, “DPPs” means Maplevale Farms, Inc., and John Gross and Company, Inc.

in the Action— from January 1, 2010 to December 31, 2016 to fix, raise, maintain, and stabilize the price of Turkeys (as hereinafter defined);

WHEREAS, on January 22, 2025, the Court certified a class of “All persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products (the “Class Products”)² from Defendants in the United States during the Class Period”³ (ECF No. 1107 at 4) (ECF No. 1107 at n.27);

WHEREAS, Co-Lead Counsel have been appointed by the Court to represent the Certified Class of direct purchasers of Turkeys (as hereinafter defined);

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Cooper Farms in any way arising out of or relating in any way to the direct purchase of Turkeys (as hereinafter defined) produced, processed or sold by Cooper Farms or any of the Defendants or their alleged co-conspirators;

² Turkey breast products exclude: (1) turkey breasts used to make ground turkey; (2) turkey breast tenderloins; (3) organic turkey breast products; (4) NAE or ABF turkey breast products; and (5) cooked or RTE turkey breast products. Ground turkey products exclude: (1) ground turkey products made from turkey breasts; (2) ground turkey products made from turkey wings; (3) burgers, sausages, and patties; (4) organic ground turkey products; (5) NAE or ABF ground turkey products; and (6) cooked or RTE ground turkey products. Whole bird turkey products exclude: (1) organic turkey whole bird products; (2) NAE or ABF turkey whole bird products; and (3) cooked or RTE turkey whole bird products.

³ Specifically excluded from this Class are the Defendants and their co-conspirators; the officers, directors or employees of any Defendant or co-conspirator; any entity in which any Defendant or their co-conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their co-conspirator; any entity where an individual owner, trust, and/or holding company also had an interest in any Defendant (whether as an individual, member, trust, trustee, legal representative, heir or assign) of greater than 5% during any year of the Class Period; any (in whole or in part) affiliate, legal representative, heir, or assign of any Defendant or their co-conspirator. 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.

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

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

WHEREAS, DPPs and Co-Lead Counsel believe that the Settlement Fund (as hereinafter defined) reflects fair, reasonable and adequate compensation for the Certified Class (as hereinafter defined) to release, settle and discharge their claims that they were overcharged by the alleged anticompetitive conduct of which Cooper Farms is accused;

WHEREAS, Cooper Farms, notwithstanding its beliefs that the claims that are or could be asserted by DPPs or the Certified Class against it are without merit, that it has legitimate defenses to any such claims, and that it would ultimately prevail at trial on such claims, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and thereby put this controversy to rest;

WHEREAS, DPPs, notwithstanding their belief that they would ultimately prevail at trial and establish liability by Cooper Farms, for the conspiracy they have alleged, enter into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation; and

WHEREAS, both Parties wish to preserve all arguments, defenses and responses to all claims in the Action in the event this Settlement (as hereinafter defined) does not obtain Final Approval;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the DPPs and Certified Class be settled, compromised, and dismissed on the merits with prejudice as to Cooper Farms subject to Court approval and that Cooper Farms be forever fully discharged and released from any and all claims covered by this Settlement Agreement:

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

- a. “Action” means the class action filed by DPPs in the above-captioned proceeding as well as all certified classes and direct action lawsuits which have been consolidated for pretrial purposes before the Hon. Sunil R. Harjani, in the United States District Court for the Northern District of Illinois under the title *In re Turkey Antitrust Litigation*, along with any others that are pending or which may be filed based on substantially similar allegations on behalf of direct purchasers.
- b. “Affiliate” means with respect to any person, entity or company, a person, entity, or company that directly or indirectly controls, is controlled by or is under common control with such person, entity or company.
- c. “Certified Class” or “DPP Class” means members of the class of direct purchasers of Turkey certified by the Court under Federal Rule of Civil

Procedure 23 on January 22, 2025 (ECF No. 1107), excluding all persons who file a valid request for exclusion from the Certified Class. Specifically excluded from the Certified Class or DPP Class are the Defendants and their alleged Co-Conspirators; the officers, directors or employees of any Defendant or alleged Co-Conspirator; any entity in which any Defendant or their alleged Co-Conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their alleged Co-Conspirator; any (in whole or in part), affiliate, legal representative, heir or assign of any Defendant or their alleged Co-Conspirator. 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 alleged Co-Conspirator identified in this action.

- d. “Certified Class Notice” means any notice sent to the Certified Class pursuant to Preliminary Approval of this Settlement Agreement and in conjunction with the notice of class certification approved by the Court pursuant to Federal Rule of Civil Procedure 23.
- e. “Certified Class Period” means January 1, 2010, through December 31, 2016.
- f. “Co-Lead Counsel” means Lockridge Grindal Nauen PLLP and Hagens Berman Sobol Shapiro LLP as appointed by the Court in its January 22, 2025 Order (ECF No. 1107) to represent the class of direct purchasers of Turkey.

- g. “Cooper Farms Released Parties” means, collectively and individually, Cooper Farms (as defined above) together with any and all of Cooper Farms’ past, current, and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities (specifically including, but not limited to, Cooper Hatchery, Inc.), Affiliates, associates, divisions, joint ventures, predecessors, successors and each of their respective past or present, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, legal or other representatives. Notwithstanding the foregoing, “Cooper Farms Released Parties” does not include any Defendant other than Cooper Farms (as defined above) named by DPPs in the Action, either explicitly or as a third-party beneficiary.
- h. “Complaint” means the DPPs’ Third Amended Class Action Complaint (ECF No. 665).
- i. “Court” means the United States District Court for the Northern District of Illinois and the Honorable Sunil R. Harjani and the Honorable Keri L. Holleb Hotaling or their successors, or any other court in which the Action is proceeding.
- j. “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.

- k. “Defendant” means any named defendant in the Action. For the avoidance of doubt, “Defendant” includes any defendants that have been dismissed from the Action.
- l. “Escrow Account” means the escrow account established with the escrow agent to receive and maintain funds contributed by Cooper Farms for the benefit of the Certified Class.
- m. “Escrow Agreement” means that certain agreement between the escrow agent that holds the Settlement Fund and DPPs (by and through Co-Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the Certified Class, as set forth in Paragraphs 8 and 9 below.
- n. “Fairness Hearing” means a hearing by the Court to determine whether the Settlement Agreement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.
- o. “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement, including all of its material terms and conditions without modification, and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses Cooper Farms with prejudice from the Action.
- p. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval; and (b) either (1)

no appeal or petition to seek permission to appeal the Court's Final Approval has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the order of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise, or (ii) the date the Final Approval is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

- q. "Preliminary Approval" means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- r. "Released Claims" shall have the meaning set forth in Paragraph 15 of this Settlement Agreement.
- s. "Releasing Parties" means, collectively and individually, DPPs, the DPP Class, and all members of the Certified Class, including the DPPs, each on behalf of themselves and their respective predecessors, successors, and all of their respective past, present and future (i) direct and indirect parents, subsidiaries, associates and Affiliates, (ii) agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions, and (iii) shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, 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 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 the Settlement.

- t. “Settlement” means the settlement of all claims that are or could have been asserted by DPPs and the Certified Class in the Action according to the terms set forth in the Settlement Agreement.
- u. “Settlement Administrator” means the firm retained to disseminate the Certified Class Notice and to administer the payment of Settlement Funds to the Certified Class, subject to approval of the Court.
- v. “Settlement Fund” means \$1,687,500.00 (One-million, six-hundred eighty-seven thousand, five hundred U.S. dollars) (the “Settlement Sum”), the amount Cooper Farms shall pay or cause to be paid into a non-reversionary settlement fund. The Settlement Fund will be held in an interest-bearing Escrow Account maintained by an escrow agent on behalf of the Certified Class, pursuant to Paragraphs 8 and 9 below, and shall include any interest accruing within the interest-bearing Escrow Account. The Settlement Fund will be used to pay all valid settlement claims submitted by Certified Class members, as well as all settlement notice and administration costs, and all attorneys’ fees and any service awards approved by the court. For the avoidance of doubt, the Settlement Sum is the maximum amount that

Cooper Farms will be obligated to pay in consideration of the Settlement, and under no circumstances will Cooper Farms be obligated to provide any additional monetary consideration in connection with the Settlement.

- w. “Turkey” means fresh or frozen, uncooked turkey breast products, ground turkey, or whole bird turkey products. *See* ECF No. 1107. Turkey breast products exclude: (1) turkey breasts used to make ground turkey; (2) turkey breast tenderloins; (3) organic turkey breast products; (4) NAE or ABF turkey breast products; and (5) cooked or RTE turkey breast products. Ground turkey products exclude: (1) ground turkey products made from turkey breasts; (2) ground turkey products made from turkey wings; (3) burgers, sausages, and patties; (4) organic ground turkey products; (5) NAE or ABF ground turkey products; and (6) cooked or RTE ground turkey products. Whole bird turkey products exclude: (1) organic turkey whole bird products; (2) NAE or ABF turkey whole bird products; and (3) cooked or RTE turkey whole bird products.

2. The Parties’ Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court’s Preliminary Approval and Final Approval of the Settlement Agreement.

3. Litigation Standstill.

a. Upon Preliminary Approval of this Agreement, DPPs shall cease all litigation activities against Cooper Farms except to the extent expressly authorized in the Settlement Agreement. Cooper Farms and its counsel shall cease all litigation activities against the DPP Class except to the extent expressly authorized in the Settlement Agreement or as it pertains to any

cooperation terms. None of the foregoing provisions shall be construed to prohibit DPPs from (1) seeking appropriate discovery from non-settling Defendants or alleged co-conspirators or any other person other than Cooper Farms and (2) seeking to prove the conspiracy alleged in this Action. Once the Parties have executed the Settlement Agreement, Cooper Farms shall cease all litigation activities against the DPP Class, except to the extent any DPP class member who has validly excluded itself or does validly exclude itself from the Certified Class has filed or files a direct action complaint in the Action (“Direct Action Plaintiff”).⁴

b. This litigation standstill precludes Cooper Farms and Cooper Farms’ counsel from making oral arguments to the presiding court or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to the DPP Class (but in no event will Cooper Farms’ attorneys be the attorneys arguing on behalf of multiple Defendants on issues that apply to both the DPP Class and DAPs), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to the DPP Class, providing documents for use in the DPP Class case that have not otherwise been produced in discovery, or through the provision of documents, affidavits or declarations for use in the DPP Class case (not requested by the DPP Class) or by offering witnesses at trial (not requested by the DPP Class) in any trial in which the DPP Class is the only plaintiffs provided however, that none of the foregoing provisions shall be construed to limit Cooper Farms’ ability to fully defend itself against claims asserted by Direct Action Plaintiffs or

⁴ For the avoidance of doubt, “Direct Action Plaintiffs” includes all plaintiffs who have filed or may file direct action lawsuits based on factual allegations that are substantially similar to those asserted in the Action, including but not limited to the presently pending actions *Winn-Dixie Stores, Inc., et al. v. Agri Stats, Inc., et al.*, No. 1:21-cv-04131 (N.D. Ill.), *Amory Investments LLC v. Agri Stats, Inc., et al.*, No. 1:21-cv-06600 (N.D. Ill.), *Aramark Food and Support Servs. Grp., Inc. v. Agri Stats, Inc., et al.*, No. 1:23-cv-4404 (N.D. Ill.), and *Carina Ventures LLC v. Agri Stats, Inc., et al.*, No. No. 1:23-cv-16948 (N.D. Ill.).

any other parties other than the DPP Class in the Action or from coordinating with non-Settling Defendants in the joint defense of such claims, including through the retention and disclosure of joint experts as to such claims. Cooper Farms will notify Co-Lead Counsel within two (2) business days in the event any non-Cooper Farms Defendant requests a declaration, affidavit, or other written statement in the DPP Class case in lieu of a deposition. Opinions disclosed by any such experts retained jointly by Cooper Farms and non-settling Defendants will be used affirmatively by Cooper Farms only in the defense of claims asserted by Direct Action Plaintiffs or any other parties other than the DPP Class. For the avoidance of doubt, nothing in the foregoing shall limit any Carpenter Lipps LLP or Eimer Stahl LLP attorney who has represented Cooper Farms in this Action from continuing to represent Cooper Farms against claims asserted by Direct Action Plaintiffs or any other parties other than the DPP Class. In the event that Cooper Farms fully settles with all plaintiffs in the Action, Cooper Farms and Cooper Farms' attorneys shall cease any and all litigation activities in this Action (provided, however, that Cooper Farms may reinitiate litigation activities should new plaintiffs assert claims in the Action). The Parties' litigation standstill shall cease in the event that the Settlement is terminated for any reason set forth in the Parties' Settlement Agreement. Nothing in this Settlement Agreement shall be construed as a waiver of any joint defense or common interest privilege or be used as a basis to challenge any such privilege.

4. Motion for Preliminary Approval. No later than twenty-eight (28) days after the Execution Date, DPPs on behalf of the Certified Class will move the Court for Preliminary Approval of this Settlement. A reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Co-Lead Counsel to Cooper Farms for its review. To the extent that Cooper Farms objects to any aspect of the motion,

it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval.

5. Class Action Fairness Act Notice. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for Preliminary Approval, Cooper Farms, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Counsel and via a filing on ECF that such notices have been served.

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

- a. A reasonable time in advance of submission to the Court for approval, or within a reasonable time in advance of dissemination if Court approval is not required, proposed communications to the Certified Class regarding the Settlement (including, but not limited to, short-form and long-form notices and advertisements) shall be provided by Co-Lead Counsel to Cooper Farms for its review. To the extent that Cooper Farms has edits or comments to the class notices, Co-Lead Counsel will consider such edits. Each Party reserves all rights in the event that disputes as to form or contents of DPP Class Notice cannot be resolved informally, and for the avoidance of doubt, any litigation or disputed motions practice arising between the Parties concerning such disputes shall not be subject to the litigation standstill obligations set forth in Paragraph 3 hereof.

- b. Individual notice of this Settlement shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Co-Lead Counsel, to potential members of the Certified Class, in conformance with a notice plan to be approved by the Court. For the avoidance of doubt, notice of this Settlement Agreement will be included within the notice of the Court's certification of the DPP Class pursuant to its January 22, 2025 Order (ECF No. 1107). Such notice will make clear that because this Settlement Agreement was reached after the January 22, 2025 Order, members of the Certified Class who wish to opt out of the DPP Class case must exclude themselves from both this Settlement Agreement and the Certified Class.
- c. Neither the Certified Class, Co-Lead Counsel, nor Cooper Farms shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Certified Class or obtaining approval of the Settlement or administering the Settlement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund, subject to any necessary Court approval.
- d. Cooper Farms shall not object to Co-Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$250,000 to pay the costs for notice and for Preliminary Approval, Final Approval, and administration of the claims process for this Settlement Agreement.
- e. Co-Lead Counsel shall use best efforts to send out notice to the Certified Class within twenty-one (21) days of Preliminary Approval by the Court of the Settlement Agreement. Any costs of notice actually incurred that Co-

Lead Counsel are permitted to withdraw from the Settlement Fund up to \$250,000, either pursuant to the Parties' Settlement Agreement or order of the Court, shall be nonrefundable if, for any reason, the Settlement Agreement is terminated according to its terms or is not finally approved by the Court.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then the Certified Class, through Co-Lead Counsel — in accordance with the schedule set forth in the Court's Preliminary Approval — shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. A reasonable time in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Co-Lead Counsel to Cooper Farms for its review. To the extent that Cooper Farms objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the parties shall meet and confer to resolve any such objection. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Certified Class within the meaning of Federal Rules of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement and its material terms and conditions, without material modification of those terms and conditions;
- b. Determining that the Certified Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the

Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;

- c. Dismissing all complaints asserted by Releasing Parties in the Action with prejudice as to Cooper Farms without further costs or fees;
- d. Discharging and releasing the Cooper Farms Released Parties from all Released Claims;
- e. Enjoining the Releasing Parties from suing any of the Cooper Farms Released Parties for any of the Released Claims;
- f. Filing a declaration prepared by counsel for Cooper Farms confirming that Cooper Farms has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. §1711 *et seq.* (“CAFA”);
- 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 Cooper Farms shall be final and appealable and entered forthwith.

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

8. Escrow Account. The Escrow Account shall be administered by Co-Lead Counsel for the DPPs and Certified Class under the Court’s continuing supervision and control pursuant to the Escrow Agreement.

9. Settlement Consideration. In consideration for the release of Released Claims, the dismissal of the Action, and the other material terms and conditions herein, within twenty-one (21)

days after Preliminary Approval is granted by the Court, Cooper Farms will pay the Settlement Sum into the Escrow Account.

10. Cooperation. Cooperation by Cooper Farms is a material term of the Settlement Agreement and shall include the following once the Settlement becomes final:

- a. Notwithstanding anything to the contrary set forth in Paragraph 3, above, once Final Judgment has occurred, Cooper Farms agrees to use reasonable efforts to provide declarations or affidavits relating to whether documents identified in Appendix A of the parties' Evidentiary Stipulation dated January 2, 2025, satisfy the factual predicates for a record of regularly conducted activity within the meaning of F.R.E. 803(6), if reasonably requested by the Co-Lead Counsel for the DPPs and Certified Class in connection with this Action. Additionally, Cooper Farms agrees to use reasonable efforts to provide comparable declarations or affidavits relating to up to 30 additional documents not on the aforementioned Appendix A.
- b. Co-Lead Counsel for the DPPs and Certified Class will identify up to two (2) then-current employees of Cooper Farms who will appear as witnesses at trial if requested by Co-Lead Counsel for the DPPs and Certified Class, assuming they remain employed at the time of trial. This limitation does not apply to former employees of Cooper Farms who could be called at trial or who agree to voluntarily appear at trial.

11. Defendants' Judgment Sharing Agreement. DPPs through Co-Lead Counsel on behalf of the Certified Class have been provided with a copy of the agreement entered into by certain Defendants dated March 28, 2024 (hereinafter referred to as "Defendants' Agreement").

The defined terms in Defendants' Agreement shall have the same meaning when used in this Paragraph of the Settlement Agreement. DPPs on behalf of the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs and the Certified Class shall reduce the dollar amount collectible from the Parties to the Defendants' Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Cooper Farms, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Cooper Farms had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. DPPs on behalf of the Certified Class agree that this undertaking is also for the benefit of any Defendant that is a Party to the Defendants' Agreement and that this undertaking may be enforced by any or all of such Defendants as third party beneficiaries thereof. Any ambiguity in this Paragraph or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants' Agreement, including without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs on behalf of the Certified Class 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 the proceeds received by DPPs' and the Certified Class' attorneys for payment of attorneys' fees.

12. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Co-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 Co-Lead Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.4688-1. Co-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), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Cooper Farms shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

13. Distribution of Settlement Fund to Certified Class. Members of the Certified Class shall be entitled to look solely to the Settlement Fund for settlement and satisfaction of the Settlement Agreement or in connection with any of the Released Claims against the Cooper Farms Released Parties and shall not be entitled to any other payment or relief from the Cooper Farms Released Parties. Except as provided by order of the Court, no member of the Certified Class shall have any interest in the Settlement Fund or any portion thereof. DPPs, members of the Certified 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 the Settlement Agreement to potential members of the Certified Class. Cooper Farms and the other Cooper Farms Released Parties shall not be liable for any costs, fees, or expenses of any of DPPs'

and the Certified Class' attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

14. Fee Awards, Costs and Expenses, and Service Awards to DPPs. Subject to Co-Lead Counsel's sole discretion as to timing, Co-Lead Counsel will apply for a fee award of up to 33 1/3% of the Settlement Fund, plus expenses and costs incurred, and service awards to the DPPs to be paid from the Settlement Fund. Cooper Farms shall not oppose such a motion. Cooper Farms 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.

15. Settlement Release. Upon Final Judgment, the Releasing Parties shall be deemed to have fully, finally and forever completely compromised, settled, released, acquitted, resolved, relinquished, waived, and discharged the Cooper Farms Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Certified Class has objected to the Settlement or makes a claim upon or participates in the Settlement, 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, causes of action, injuries, losses, or damages arising from or in connection with any act or omission through January 30, 2025 relating to or referred to in the Action or arising from the factual predicate of the Action (the "Released Claims"). Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any Defendant other than the Cooper Farms Released Parties nor (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, product defect, or securities claim. This reservation of claims set forth in (i) and (ii) of this Paragraph does not impair or diminish the right of the Cooper Farms Released Parties to assert any and all defenses to such claims, and the Parties agree that all such arguments and defenses are preserved.

16. Further Release. In addition to the provisions of Paragraph 15, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, 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 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, including 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 the provisions of Paragraph 15, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties

have agreed to release pursuant to Paragraph 15 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual and not a mere recital.

17. Covenant Not to Sue. DPPs and each Certified Class Member covenant not to sue any of the Cooper Farms 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. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

18. Public Comment. The Parties agree not to publicly comment on the Settlement other than through court filings. In addition, unless the Parties specifically agree otherwise, if any Party or attorney is contacted by a member of the press or other person seeking a public comment on the Settlement, the Party or attorney may only refer the inquiring party to publicly available filings in the Action and/or the settlement website if one has been established.

19. 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.

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

21. Termination Rights. The Settlement is conditioned upon Preliminary and Final Approval of the Parties' Settlement Agreement, 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). Either Party may

elect to terminate the Settlement upon written notice to the other Party if the Court refuses to grant Preliminary or Final Approval of the Settlement Agreement, the order(s) granting Preliminary or Final Approval of the Settlement Agreement are substantially modified or reversed, or the Court refuses to enter a Final Judgment in any material respect. In addition, if the Opt-Out Percentage exceeds the Opt-Out Termination Threshold (a number provided for in the Parties' Confidential Letter Agreement, available to the Court under seal upon request) then Cooper Farms may, in its sole discretion, elect to terminate the Settlement.⁵ In the event that the Settlement is terminated by either Party, the Settlement Agreement shall become null and void, any Preliminary Approval entered by the Court and all of its provisions shall be vacated by its own terms, and the Parties will be restored to their respective positions as if no Settlement had occurred. No term of the 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 evidence for any purpose in any proceeding.

22. Effect of Disapproval. If the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided for in Paragraph 7 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(o) of this Settlement Agreement, then this Settlement Agreement may be rescinded, cancelled, or terminated by Cooper Farms or DPPs on behalf of the Certified Class. If rescinded, cancelled,

⁵ DPPs have disclosed expert opinion testimony in the Action, which includes an analysis of certain transactional sales data indicating that Cooper Farms' direct Turkey sales during the Certified Class Period to the Certified Class totaled approximately \$69,699,094 ("Cooper Farms Sales Data"). By reference to the Cooper Farms Sales Data, the Parties have entered into a separate Confidential Letter Agreement that summarizes the dollar value of each Certified Class member's direct purchases of Turkey from Cooper Farms during the Certified Class Period.

or terminated, this Settlement Agreement shall become null and void, and, with the exception of any Settlement Funds used for notice purposes that are nonrefundable pursuant to Paragraph 6(e), in the event the Settlement is not preliminarily or finally approved by the Court, all other funds in the Escrow Account shall be returned to Cooper Farms and the Parties' positions shall be returned to the status quo ante. In no way shall DPPs or the Certified Class have the right to rescind, cancel or terminate this Settlement Agreement if the Court fails or refuses to grant any requested attorney's fees, any costs, or any awards to DPPs or the Certified Class.

23. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement or the Confidential Letter Agreement shall be governed by Illinois law without regard to conflicts of law provisions, and any and all disputes regarding this Settlement Agreement or the Confidential Letter Agreement will be mediated in good faith before a mutually agreed-upon mediator before any suit, action, proceeding or dispute may be filed in the Court pursuant to Paragraph 24 below.

24. 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 Confidential Letter Agreement, or the applicability of this Settlement Agreement or the Confidential Letter Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraphs 15-17, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraphs 15-17 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 Paragraphs 15-17 are asserted by any Cooper Farms Released Party as a defense in whole or

in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Cooper Farms Released Party shall be entitled to a stay of that suit, action, or proceeding until the mediation required by Paragraph 23 is complete and, if the matter is not resolved by mediation, 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 and the Confidential Letter Agreement.

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

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

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

entry of Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Cooper Farms Released Party.

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

29. 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.

30. 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, the Certified Class, or any member of the Certified Class, to:

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100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
bdclark@locklaw.com

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

If directed to Cooper Farms, to:

Jennifer A. L. Battle
CARPENTER LIPPS LLP
280 N. High Street, Suite 1300
Columbus, Ohio 43215
battle@carpenterlipps.com

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

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

32. 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 a Cooper Farms Released Party, DPP, member of the Certified Class, or Co-Lead Counsel.

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

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

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

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

36. Integrated Agreement. This Settlement Agreement 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.

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

38. Confidentiality. The Parties agree to keep the terms of the Settlement Agreement confidential until such time as DPPs, on behalf of the Certified Class, seek Preliminary Approval

of the Settlement in the Action (except to the extent Cooper Farms is required by the terms of Defendants' Agreement to share the terms of the Settlement with non-settling Defendants on a confidential basis). The Parties further agree to continue to maintain the confidentiality of all settlement discussions communications exchanged in the course of reaching and entering into this Settlement.

39. Irrespective of any term in this Settlement Agreement, it is expressly agreed that nothing in this Settlement Agreement prohibits DPPs and DPP counsel in ongoing litigation of the Action from establishing a conspiracy under the Sherman Act, including discovering and introducing evidence of Settling Defendant as a co-conspirator in the Action for purposes of prosecuting DPPs' claims against non-settling Defendants or from effecting the cooperation provisions herein.

40. Irrespective of any term in this Settlement Agreement, the Parties agree that (1) DPPs, the Certified Class, and Co-Lead Counsel will not share any material obtained through the cooperation terms set forth in Paragraph 10 of this Settlement Agreement with any other plaintiff or plaintiff group in related actions (unless authorized by Cooper Farms) but (2) nothing in this Settlement Agreement otherwise prevents DPPs from continuing to jointly prosecute this case and utilizing any work product developed in this matter.

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



Dated: 03/06/2025

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Plaintiff Class*



Dated: 03/06/2025

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*Co-Lead Counsel for the Direct Purchaser
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Dated: 03/06/2025

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Counsel for Cooper Farms, Inc.

Exhibit B

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

IN RE TURKEY ANTITRUST LITIGATION,

This Document Relates To:

Direct Purchaser Plaintiff Action

Civil No. 1:19-cv-08318

Hon. Sunil R. Harjani

Hon. Keri L. Holleb Hotaling

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN
DIRECT PURCHASER PLAINTIFFS AND FARBEST FOODS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of March 6, 2025 (“Execution Date”), by and between the Direct Purchaser Plaintiffs (“DPPs”),¹ through Co-Lead Counsel (as hereinafter defined) for the proposed Certified Class (as hereinafter defined), and Farbest Foods, Inc. and all of its predecessors, successors, assigns, and Affiliates (as hereinafter defined) (including without limitation any affiliates who are alleged co-conspirators); and any and all past, present, and future parents, owners, subsidiaries, divisions, departments (collectively referred to as “Settling Defendant” or “Farbest Foods”). DPPs, on behalf of themselves and the Certified Class, and Farbest Foods are referred to herein collectively as the “Parties” or individually as a “Party.”

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

¹ As used herein, “DPPs” means Maplevale Farms, Inc., and John Gross and Company, Inc.

in the Action— from January 1, 2010 to December 31, 2016 to fix, raise, maintain, and stabilize the price of Turkey (as hereinafter defined);

WHEREAS, on January 22, 2025, the Court certified a class of “All persons and entities who directly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products (the “Class Products”)² from Defendants in the United States during the Class Period”³ (ECF No. 1107 at 4) (ECF No. 1107 at n.27);

WHEREAS, Co-Lead Counsel have been appointed by the Court to represent the Certified Class of direct purchasers of Turkey (as hereinafter defined);

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Farbest Foods in any way arising out of or relating in any way to the direct purchase of Turkey (as hereinafter defined) produced, processed or sold by Farbest Foods or any of the Defendants or their alleged co-conspirators;

² Turkey breast products exclude: (1) turkey breasts used to make ground turkey; (2) turkey breast tenderloins; (3) organic turkey breast products; (4) NAE or ABF turkey breast products; and (5) cooked or RTE turkey breast products. Ground turkey products exclude: (1) ground turkey products made from turkey breasts; (2) ground turkey products made from turkey wings; (3) burgers, sausages, and patties; (4) organic ground turkey products; (5) NAE or ABF ground turkey products; and (6) cooked or RTE ground turkey products. Whole bird turkey products exclude: (1) organic turkey whole bird products; (2) NAE or ABF turkey whole bird products; and (3) cooked or RTE turkey whole bird products.

³ Specifically excluded from this Class are the Defendants and their alleged co-conspirators; the officers, directors or employees of any Defendant or alleged co-conspirator; any entity in which any Defendant or their coconspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their alleged co-conspirator; any entity where an individual owner, trust, and/or holding company also had an interest in any Defendant (whether as an individual, member, trust, trustee, legal representative, heir or assign) of greater than 5% during any year of the Class Period; any (in whole or in part) affiliate, legal representative, heir, or assign of any Defendant or their alleged co-conspirator. 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 alleged co-conspirator identified in this action.

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

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

WHEREAS, DPPs and Co-Lead Counsel believe that the Settlement Fund (as hereinafter defined) reflects fair, reasonable and adequate compensation for the Certified Class (as hereinafter defined) to release, settle and discharge their claims that they were overcharged by the alleged anticompetitive conduct of which Farbest Foods is accused;

WHEREAS, Farbest Foods, notwithstanding its beliefs that the claims that are or could be asserted by DPPs against it are without merit, that it has legitimate defenses to any such claims, and that it would ultimately prevail at trial on such claims, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and thereby put this controversy to rest;

WHEREAS, DPPs, notwithstanding their belief that they would ultimately prevail at trial and establish liability by Farbest Foods, for the conspiracy they have alleged, enter into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation; and

WHEREAS, both Parties wish to preserve all arguments, defenses and responses to all claims in the Action, including any arguments, defenses and responses to any proposed litigation class proposed by DPPs in the event this Settlement does not obtain Final Approval;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the DPPs be settled, compromised, and dismissed on the merits with prejudice as to Farbest Foods subject to Court approval and that Farbest Foods be forever fully discharged and released from any and all claims covered by this Settlement Agreement:

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

- a. “Action” means the class action filed by DPPs in the above-captioned proceeding as well as all Certified Class and direct action lawsuits which have been consolidated for pretrial purposes before the Hon. Sunil R. Harjani, in the United States District Court for the Northern District of Illinois under the title *In re Turkey Antitrust Litigation*, along with any others that are pending or which may be filed based on substantially similar allegations on behalf of direct purchasers.
- b. “Affiliate” means with respect to any person, entity or company, a person, entity, or company that directly or indirectly controls, is controlled by or is under common control with such person, entity or company.
- c. “Certified Class” or “DPP Class” means members of the class of direct purchasers of Turkey certified by the Court under Federal Rule of Civil

Procedure 23 on January 22, 2025 (ECF No. 1107), excluding all persons who file a valid request for exclusion from the Certified Class. Specifically excluded from the Certified Class or DPP Class are the Defendants and their alleged Co-Conspirators; the officers, directors or employees of any Defendant or alleged Co-Conspirator; any entity in which any Defendant or their alleged Co-Conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their alleged Co-Conspirator; any (in whole or in part), affiliate, legal representative, heir or assign of any Defendant or their alleged Co-Conspirator. 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 alleged Co-Conspirator identified in this action.

- d. “Certified Class Notice” means any notice sent to the Certified Class pursuant to Preliminary Approval of this Settlement Agreement and in conjunction with the notice approved by the Court pursuant to Federal Rule of Civil Procedure 23.
- e. “Certified Class Period” means January 1, 2010, through December 31, 2016.
- f. “Co-Lead Counsel” means Lockridge Grindal Nauen PLLP and Hagens Berman Sobol Shapiro LLP as appointed by the Court in its January 22, 2025 Order (ECF No. 1107) to represent the class of direct purchasers of Turkey.

- g. “Farbest Foods Released Parties” means, collectively and individually, Farbest Foods (as defined above) together with any and all of Farbest Foods’ past, current, and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, Affiliates, associates, divisions, joint ventures, predecessors, successors and each of their respective past or present, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, legal or other representatives. Notwithstanding the foregoing, “Farbest Foods Released Parties” does not include any Defendant other than Farbest Foods (as defined above) named by DPPs in the Action, either explicitly or as a third-party beneficiary.
- h. “Complaint” means the DPPs’ Third Amended Class Action Complaint (ECF No. 665).
- i. “Court” means the United States District Court for the Northern District of Illinois and the Honorable Sunil R. Harjani and the Honorable Keri L. Holleb Hotaling or their successors, or any other court in which the Action is proceeding.
- j. “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.

- k. “Defendant” means any named defendant in the Action. For the avoidance of doubt, “Defendant” includes any defendants that have been dismissed from the Action.
- l. “Escrow Account” means the escrow account established with the escrow agent to receive and maintain funds contributed by Farbest Foods for the benefit of the Certified Class.
- m. “Escrow Agreement” means that certain agreement between the escrow agent that holds the Settlement Fund and DPPs (by and through Co-Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the Certified Class, as set forth in Paragraphs 8 and 9 below.
- n. “Fairness Hearing” means a hearing by the Court to determine whether the Settlement Agreement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.
- o. “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement, including all of its material terms and conditions without modification, and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses Farbest Foods with prejudice from the Action.
- p. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval; and (b) either (1) no appeal or petition to seek permission to appeal the Court’s Final Approval has been made within the time for filing or noticing any appeal

under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the order of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise, or (ii) the date the Final Approval is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

- q. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.
- r. “Released Claims” shall have the meaning set forth in Paragraph 15 of this Settlement Agreement.
- s. “Releasing Parties” means, collectively and individually, DPPs, the DPP Class, and all members of the Certified Class, including the DPPs, each on behalf of themselves and their respective predecessors, successors, and all of their respective past, present and future (i) direct and indirect parents, subsidiaries, associates and Affiliates, (ii) agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions, and (iii) shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, 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 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 the Settlement.

- t. “Settlement” means the settlement of all claims that are or could have been asserted by DPPs and the Certified Class in the Action according to the terms set forth in the Settlement Agreement.
- u. “Settlement Administrator” means the firm retained to disseminate the Certified Class Notice and to administer the payment of Settlement Funds to the Certified Class, subject to approval of the Court.
- v. “Settlement Fund” means \$1,687,500.00 (One-million, six-hundred eighty-seven thousand, five hundred U.S. dollars) (the “Settlement Sum”), the amount Farbest Foods shall pay or cause to be paid into a non-reversionary settlement fund. The Settlement Fund will be held in an interest-bearing Escrow Account maintained by an escrow agent on behalf of the Certified Class, pursuant to Paragraphs 8 and 9 below, and shall include any interest accruing within the interest-bearing Escrow Account. The Settlement Fund will be used to pay all valid settlement claims submitted by Certified Class members, as well as all settlement notice and administration costs, and all attorneys’ fees and any service awards approved by the court. For the avoidance of doubt, the Settlement Sum is the maximum amount that Farbest Foods will be obligated to pay in consideration of the Settlement,

and under no circumstances will Farbest Foods be obligated to provide any additional monetary consideration in connection with the Settlement.

- w. “Turkey” means fresh or frozen, uncooked turkey breast products, ground turkey, or whole bird turkey products. *See* ECF No. 1107. Turkey breast products exclude: (1) turkey breasts used to make ground turkey; (2) turkey breast tenderloins; (3) organic turkey breast products; (4) NAE or ABF turkey breast products; and (5) cooked or RTE turkey breast products. Ground turkey products exclude: (1) ground turkey products made from turkey breasts; (2) ground turkey products made from turkey wings; (3) burgers, sausages, and patties; (4) organic ground turkey products; (5) NAE or ABF ground turkey products; and (6) cooked or RTE ground turkey products. Whole bird turkey products exclude: (1) organic turkey whole bird products; (2) NAE or ABF turkey whole bird products; and (3) cooked or RTE turkey whole bird products.

2. The Parties’ Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court’s Preliminary Approval and Final Approval of the Settlement Agreement.

3. Litigation Standstill.

a. Upon Preliminary Approval of this Agreement, DPPs shall cease all litigation activities against Farbest Foods except to the extent expressly authorized in the Settlement Agreement. Farbest Foods and its counsel shall cease all litigation activities against the DPP Class except to the extent expressly authorized in the Settlement Agreement or as it pertains to any cooperation terms. None of the foregoing provisions shall be construed to prohibit DPPs from (1)

seeking appropriate discovery from non-settling Defendants or alleged co-conspirators or any other person other than Farbest Foods and (2) seeking to prove the conspiracy alleged in this Action. Once the Parties have executed the Settlement Agreement, Farbest Foods shall cease all litigation activities against the DPP Class and its members, except to the extent any DPP Class member who has validly excluded itself from the Certified Class has filed or files a direct action complaint in the Action (“Direct Action Plaintiff”).⁴

b. This litigation standstill precludes Farbest Foods and Farbest Foods’ counsel from directly assisting any non-settling Defendant in this Action in appeals of the Court’s class certification order, making oral arguments to the presiding court or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to the DPP Class (but in no event will Farbest Foods’ attorneys be the attorneys arguing on behalf of multiple Defendants on issues that apply to both the DPP Class and DAPs), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to the DPP Class, providing documents for use in the DPP Class case that have not otherwise been produced in discovery, or through the provision of documents, affidavits or declarations for use in the DPP Class case (not requested by the DPP Class) or by offering witnesses at trial (not requested by the DPP Class) in any trial in which the DPP Class members are the only plaintiffs; provided however, that none of the foregoing provisions shall be construed to limit Farbest Foods’ ability to fully defend itself against claims asserted by Direct Action

⁴ For the avoidance of doubt, “Direct Action Plaintiffs” includes all plaintiffs who have filed or may file direct action lawsuits based on factual allegations that are substantially similar to those asserted in the Action, including but not limited to the presently pending actions *Winn-Dixie Stores, Inc., et al. v. Agri Stats, Inc., et al.*, No. 1:21-cv-04131 (N.D. Ill.), *Amory Investments LLC v. Agri Stats, Inc., et al.*, No. 1:21-cv-06600 (N.D. Ill.), *Aramark Food and Support Servs. Grp., Inc. v. Agri Stats, Inc., et al.*, No. 1:23-cv-4404 (N.D. Ill.), and *Carina Ventures LLC v. Agri Stats, Inc., et al.*, No. No. 1:23-cv-16948 (N.D. Ill.).

Plaintiffs or any other parties other than the DPP Class in the Action or from coordinating with non-Settling Defendants in the joint defense of such claims, including through the retention and disclosure of joint experts as to such claims. Farbest Foods will notify Interim Co-Lead Class Counsel within two (2) business days in the event any non-Farbest Foods Defendant requests a declaration, affidavit, or other written statement in lieu of a deposition. Opinions disclosed by any such experts retained jointly by Farbest Foods and non-settling Defendants will be used affirmatively by Farbest Foods only in the defense of claims asserted by Direct Action Plaintiffs. For the avoidance of doubt, nothing in the foregoing shall limit any Dentons attorney who has represented Farbest Foods in this Action from continuing to represent Farbest Foods against claims asserted by Direct Action Plaintiffs. In the event that Farbest Foods fully settles with all plaintiffs in the Action, Farbest Foods and Farbest Foods' attorneys shall cease any and all litigation activities in this Action (provided, however, that Farbest Foods may reinstate litigation activities should new plaintiffs assert claims in the Action). The Parties' litigation standstill shall cease in the event that the Settlement is terminated for any reason set forth in the Parties' Settlement Agreement.

4. Motion for Preliminary Approval. No later than twenty-eight (28) days after the Execution Date, DPPs will move the Court for Preliminary Approval of this Settlement. A reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Co-Lead Counsel to Farbest Foods for its review. To the extent that Farbest Foods objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval.

5. Class Action Fairness Act Notice. Within ten (10) days of filing of this Settlement Agreement in court with the abovementioned motion for Preliminary Approval, Farbest Foods, at its sole expense, shall serve upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Co-Lead Counsel via a filing on ECF that such notices have been served.

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

- a. A reasonable time in advance of submission to the Court for approval, or within a reasonable time in advance of dissemination if Court approval is not required, proposed communications to the Certified Class regarding the Settlement (including, but not limited to, short-form and long-form notices and advertisements) shall be provided by Co-Lead Counsel to Farbest Foods for its review. To the extent that Farbest Foods has edits or comments to the class notices, Co-Lead Counsel will consider such edits. Each Party reserves all rights in the event that disputes as to form or contents of class notices cannot be resolved informally, and for the avoidance of doubt, any litigation or disputed motions practice arising between the Parties concerning such disputes shall not be subject to the litigation standstill obligations set forth in Paragraph 3 hereof.
- b. Individual notice of this Settlement shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Co-Lead Counsel, to potential members of the Certified Class, in conformance with a notice plan to be approved by the Court. For the avoidance of doubt, notice of this

Settlement Agreement will be included within the notice of the Court's certification of the DPP Class in its January 22, 2025 Order (ECF No. 1107). Such notice will make clear that because this Settlement Agreement was reached after the January 22, 2025 Order, members of the Certified Class must exclude themselves from both this Settlement Agreement and the Certified Class.

- c. Neither the Certified Class, Co-Lead Counsel, nor Farbest Foods shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Certified Class or obtaining approval of the Settlement or administering the Settlement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund, subject to any necessary Court approval.
- d. Farbest Foods shall not object to Co-Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to \$250,000 to pay the costs for notice and for Preliminary Approval, Final Approval, and administration of the claims process for this Settlement Agreement.
- e. Co-Lead Counsel shall use best efforts to send out notice to the Certified Class within twenty-one (21) days of Preliminary Approval by the Court of the Settlement Agreement. Any costs of notice actually incurred that Co-Lead Counsel are permitted to withdraw from the Settlement Fund up to \$250,000, either pursuant to the Parties' Settlement Agreement or order of the Court, shall be nonrefundable if, for any reason, the Settlement

Agreement is terminated according to its terms or is not finally approved by the Court.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval, then DPPs, through Co-Lead Counsel — in accordance with the schedule set forth in the Court’s Preliminary Approval — shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. A reasonable time in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Co-Lead Counsel to Farbest Foods for its review. To the extent that Farbest Foods objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the parties shall meet and confer to resolve any such objection. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Certified Class within the meaning of Federal Rules of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement and its material terms and conditions, without material modification of those terms and conditions;
- b. Determining that the Certified Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- c. Dismissing all complaints asserted by Releasing Parties in the Action with prejudice as to Farbest Foods without further costs or fees;

- d. Discharging and releasing the Farbest Foods Released Parties from all Released Claims;
- e. Enjoining the Releasing Parties from suing any of the Farbest Foods Released Parties for any of the Released Claims;
- f. Filing a declaration prepared by counsel for Farbest Foods confirming that Farbest Foods has provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. §1711 *et seq.* (“CAFA”);
- 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 Farbest Foods shall be final and appealable and entered forthwith.

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

8. Escrow Account. The Escrow Account shall be administered by Co-Lead Counsel for the DPPs and Certified Class under the Court’s continuing supervision and control pursuant to the Escrow Agreement.

9. Settlement Consideration. In consideration for the release of Released Claims, the dismissal of the Action, and the other material terms and conditions herein, within twenty-one (21) days after Preliminary Approval is granted by the Court, Farbest Foods will pay the Settlement Sum into the Escrow Account.

10. Cooperation. Cooperation by Farbest Foods is a material term of the Settlement Agreement and shall include the following once the Settlement becomes final:

- a. Notwithstanding anything to the contrary set forth in Paragraph 3, above, once Final Judgment has occurred, Farbest Foods agrees to use reasonable efforts to provide declarations or affidavits relating to whether documents identified in Appendix A of the parties' Evidentiary Stipulation dated January 10, 2025, satisfy the factual predicates for a record of regularly conducted activity within the meaning of F.R.E. 803(6), if reasonably requested by the DPPs in connection with this Action. Additionally, Farbest Foods agrees to use reasonable efforts to provide comparable declarations or affidavits relating to up to 30 additional documents not on the aforementioned Appendix A.
- b. DPPs will identify up to three (3) then-current employees of Farbest Foods who will appear as witnesses at trial if requested by DPPs, assuming they remain employed at the time of trial. This limitation does not apply to former employees of Farbest Foods who could be called at trial or who agree to voluntarily appear at trial.

11. Defendants' Judgment Sharing Agreement. DPPs have been provided with a copy of the agreement entered into by certain Defendants dated March 28, 2024 (hereinafter referred to as "Defendants' Agreement"). The defined terms in Defendants' Agreement shall have the same meaning when used in this Paragraph. DPPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs shall reduce the dollar amount collectible from the Parties to the Defendants' Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Farbest Foods, calculated pursuant to Section 4 and Exhibits A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Farbest

Foods had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. DPPs 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 thereof. Any ambiguity in this Paragraph or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants' Agreement, including without limitation, Sections 6.D.1 and 6.D.2 thereof. DPPs 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 the proceeds received by DPPs' attorneys for payment of attorneys' fees.

12. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Co-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 Co-Lead Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Funds being a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. Co-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), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Farbest Foods shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

13. Distribution of Settlement Fund to Certified Class. Members of the Certified Class shall be entitled to look solely to the Settlement Fund for settlement and satisfaction of the Settlement Agreement or in connection with any of the Released Claims against the Farbest Foods Released Parties and shall not be entitled to any other payment or relief from the Farbest Foods Released Parties. Except as provided by order of the Court, no member of the Certified Class shall have any interest in the Settlement Fund or any portion thereof. DPPs, members of the Certified 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 the Settlement Agreement to potential members of the Certified Class. Farbest Foods and the other Farbest Foods Released Parties shall not be liable for any costs, fees, or expenses of any of DPPs' and Co-Lead Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

14. Fee Awards, Costs and Expenses, and Service Awards to DPPs. Subject to Co-Lead Counsel's sole discretion as to timing, Co-Lead Counsel will apply for a fee award of up to 33 1/3% of the Settlement Fund, plus expenses and costs incurred, and service awards to the DPPs to be paid from the Settlement Fund. Farbest Foods shall not oppose such a motion. Farbest Foods shall have no responsibility, financial obligation, or liability for any such fees, costs, expenses, or awards, which shall be paid exclusively from the Settlement Sum.

15. Settlement Release. Upon Final Judgment, the Releasing Parties shall be deemed to have fully, finally and forever completely compromised, settled, released, acquitted, resolved, relinquished, waived, and discharged the Farbest Foods Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Certified Class has objected to the Settlement or makes a claim upon or participates in the Settlement, 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, causes of action, injuries, losses, or damages arising from or in connection with any act or omission through January 30, 2025 relating to or referred to in the Action or arising from the factual predicate of the Action (the “Released Claims”). Notwithstanding the above, “Released Claims” do not include (i) claims asserted against any Defendant other than the Farbest Foods Released Parties nor (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, product defect, or securities claim. This reservation of claims set forth in (i) and (ii) of this Paragraph does not impair or diminish the right of the Farbest Foods Released Parties to assert any and all defenses to such claims, and the Parties agree that all such arguments and defenses are preserved.

16. Further Release. In addition to the provisions of Paragraph 15, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, 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 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, including 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 the provisions of Paragraph 15, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 15 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual and not a mere recital.

17. Covenant Not to Sue. DPPs and each Certified Class Member covenant not to sue any of the Farbest Foods 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. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

18. Public Comment. The Parties agree not to publicly comment on the Settlement other than through court filings. In addition, unless the Parties specifically agree otherwise, if any Party or attorney is contacted by a member of the press or other person seeking a public comment on the Settlement, the Party or attorney may only refer the inquiring party to publicly available filings in the Action and/or the settlement website if one has been established.

19. 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.

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

21. Termination Rights. The Settlement is conditioned upon Preliminary and Final Approval of the Parties' Settlement Agreement, 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). Either Party may elect to terminate the Settlement upon written notice to the other Party if the Court refuses to grant Preliminary or Final Approval of the Settlement Agreement, the order(s) granting Preliminary or Final Approval of the Settlement Agreement are substantially modified or reversed, or the Court refuses to enter a Final Judgment in any material respect. In addition, if the Opt-Out Percentage exceeds the Opt-Out Termination Threshold (a number provided for in the Parties' Confidential Letter Agreement, available to the Court under seal upon request) then Farbest Foods may, in its

sole discretion, elect to terminate the Settlement.⁵ In the event that the Settlement is terminated by either Party, the Settlement Agreement shall become null and void, any Preliminary Approval entered by the Court and all of its provisions shall be vacated by its own terms, any certification of a Settlement Class for settlement purposes will be vacated, and the Parties will be restored to their respective positions as if no Settlement had occurred. No term of the 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 evidence for any purpose in any proceeding.

22. Effect of Disapproval. If the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided for in Paragraph 7 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(p) of this Settlement Agreement, then this Settlement Agreement may be rescinded, cancelled, or terminated by Farbest Foods or DPPs on behalf of the Certified Class. If rescinded, cancelled, or terminated, this Settlement Agreement shall become null and void, and, with the exception of any Settlement Funds used for notice purposes that are nonrefundable pursuant to Paragraph 6(d), in the event the Settlement is not preliminarily or finally approved by the Court, all other funds in the Escrow Account shall be returned to Farbest Foods and the Parties' positions shall be returned to the status quo ante. In no way shall DPPs have the right to rescind, cancel or terminate

⁵ DPPs have disclosed expert opinion testimony in the Action, which includes an analysis of certain transactional sales data indicating that Farbest Foods' direct Turkey sales during the Certified Class Period to the Certified Class totaled approximately \$86,069,126 ("Farbest Foods Sales Data"). By reference to the Farbest Foods Sales Data, the Parties have entered into a separate Confidential Letter Agreement that summarizes the dollar value of each Certified Class member's direct purchases of Turkey from Farbest Foods during the Certified Class Period.

this Settlement Agreement if the Court fails or refuses to grant any requested attorney's fees, any costs, or any awards to DPPs.

23. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement or the Confidential Letter Agreement shall be governed by Illinois law without regard to conflicts of law provisions, and any and all disputes regarding this Settlement Agreement or the Confidential Letter Agreement will be mediated in good faith before a mutually agreed-upon mediator before any suit, action, proceeding or dispute may be filed in the Court pursuant to Paragraph 24 below.

24. 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 Confidential Letter Agreement, or the applicability of this Settlement Agreement or the Confidential Letter Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraphs 15-17, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraphs 15-17 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 Paragraphs 15-17 are asserted by any Farbest Foods Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Farbest Foods Released Party shall be entitled to a stay of that suit, action, or proceeding until the mediation required by Paragraph 23 is complete and, if the matter is not resolved by mediation, 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 and the Confidential Letter Agreement.

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

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

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

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

29. 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.

30. 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, the Certified Class, or any member of the Certified Class, to:

Brian D. Clark
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
bdclark@locklaw.com

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

If directed to Farbest Foods, to:

Gaspare J. Bono
Leslie A. Barry
DENTONS US LLP
1900 K Street NW
Washington, DC 20006
(202) 496-7500
gap.bono@dentons.com
leslie.barry@dentons.com

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

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

32. 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 a Farbest Foods Released Party, DPP, member of the Certified Class, or Co-Lead Counsel.

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

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

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

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

36. Integrated Agreement. This Settlement Agreement 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.

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

38. Confidentiality. The Parties agree to keep the terms of the Settlement Agreement confidential until such time as DPPs seek Preliminary Approval of the Settlement in the Action (except to the extent Farbest Foods is required by the terms of Defendants' Agreement to share the

terms of the Settlement with non-settling Defendants on a confidential basis). The Parties further agree to continue to maintain the confidentiality of all settlement discussions communications exchanged in the course of reaching and entering into this Settlement.

39. Irrespective of any term in this Settlement Agreement, it is expressly agreed that nothing in this Settlement Agreement prohibits DPPs and DPP counsel in ongoing litigation of the Action from establishing a conspiracy under the Sherman Act, including discovering and introducing evidence of Settling Defendant as a co-conspirator in the Action for purposes of prosecuting DPPs' claims against non-settling Defendants or from effecting the cooperation provisions herein.

40. Irrespective of any term in this Settlement Agreement, the Parties agree that (1) DPPs and DPP counsel will not share any material obtained through the cooperation terms set forth in Paragraph 10 of this Settlement Agreement with any other plaintiff or plaintiff group in related actions (unless authorized by Farbest Foods) but (2) nothing in this Settlement Agreement otherwise prevents DPPs from continuing to jointly prosecute this case and utilizing any work product developed in this matter.

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



Dated: 03/06/2025

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