

**UNITED STATES DISTRICT COURT  
IN THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>IN RE: PROCESSED EGG PRODUCTS</b>	:	<b>MDL No. 2002</b>
<b>ANTITRUST LITIGATION</b>	:	<b>Case No: 08-md-02002</b>
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<b>THIS DOCUMENT APPLIES TO</b>	:	
<b>ALL DIRECT PURCHASER ACTIONS</b>	:	

**[REVISED PROPOSED] ORDER GRANTING FINAL APPROVAL  
OF THE CLASS ACTION SETTLEMENT BETWEEN PLAINTIFFS  
AND DEFENDANT CAL-MAINE FOODS, INC.**

It is hereby ORDERED AND DECREED as follows:

(1) The motion of Direct Purchaser Class Plaintiffs for final approval of the proposed settlement with Defendant Cal-Maine Foods, Inc. (“Cal-Maine”), who does not oppose, is hereby GRANTED.

(2) Terms used in this Order that are defined in the Settlement Agreement, unless otherwise defined herein, have the same meanings in this Order as in the Settlement Agreement.

(3) On the basis of the entire record before the Court, including a full fairness hearing, the Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to the following settlement class (the “Settlement Class”), and the following Settlement Class is certified for settlement purposes only:

All persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.

a.) Shell Egg SubClass

All individuals and entities that purchased Shell Eggs in the United States directly from any Producer, including any Defendant, during

the Class Period from January 1, 2000 through the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.

b.) Egg Products SubClass

All individuals and entities that purchased Egg Products produced from Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.

Excluded from the Class and SubClasses are Defendants, Other Settling Defendants, and Producers, and the parents, subsidiaries and affiliates of Defendants, Other Settling Defendants, and Producers, all government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

(4) Specifically, the Court finds that the settlement is entitled to an initial presumption of fairness because the settlement negotiations were undertaken at arm's-length over approximately a year and four month period, by experienced antitrust counsel who entered the negotiations with sufficient background as to the facts of the case, and no members of the class objected. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001). Moreover, the settlement is fair, reasonable, and adequate as the nine *Girsh* factors strongly support approval. *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975). The settlement is fair, reasonable, and adequate given the complexity, expense, and likely duration of the litigation, the stage of proceedings, and the costs and risks involved in the litigation for Plaintiffs absent Cal-Maine's settlement and cooperation. Moreover, the likelihood of further recoveries is enhanced by Cal-Maine's cooperation, and the reaction of the class has been overwhelmingly positive, with no objections to the settlement received.

(5) For the reasons set forth in the Court's February 28, 2014 Order (Dkt. No. 908), and as discussed in the Court's accompanying memorandum, for purposes of settlement and on the

basis of the entire record before the Court, the Court finds that the Settlement Class fully complies with the requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3). Specifically, the Court finds: (1) the members of the Settlement Class are so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Settlement Class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the Settlement Class; and (4) the representative parties will fairly and adequately protect the interests of the class. Additionally, for purposes of settlement, the Court finds that Federal Rule of Civil Procedure 23(b)(3) is satisfied because there are questions of law or fact common to class members which predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The Court makes no determination concerning the manageability of this action as a class action if the matter were to go to trial. *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997).

(6) Notice of the Settlement Agreement to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Orders granting preliminary approval of this settlement and notice of this settlement, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e) and due process.

(7) Defendants have filed notification of this settlement with the appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

(8) The Settlement Agreement is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate, and the parties are directed to consummate the Settlement Agreement in accordance with its terms.

(9) The United States District Court for the Eastern District of Pennsylvania shall retain jurisdiction over the implementation, enforcement, and performance of the Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, motion, proceeding, or dispute arising out of or relating to the Agreement or the applicability of the Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Cal-Maine. The Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Pennsylvania without regard to its choice of law or conflict of laws principles. Cal-Maine submits to the jurisdiction in the Eastern District of Pennsylvania only for the purposes of the Settlement Agreement and the implementation, enforcement and performance thereof. Cal-Maine otherwise retains all defenses to the Court's exercise of personal jurisdiction over Cal-Maine.

IT IS SO ORDERED

This \_\_\_\_ day of \_\_\_\_\_, 2014

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**HONORABLE GENE E.K. PRATTER**  
**DISTRICT COURT, EASTERN**  
**DISTRICT OF PENNSYLVANIA**

**CERTIFICATE OF SERVICE**

I hereby certify that, on this 20th day of August, 2014, the following documents were served electronically on (1) all counsel registered on this Court's ECF; and (2) the below-listed Liaison Counsel for Defendants, Indirect Purchaser Plaintiffs, and Direct Action Plaintiffs:

**Documents Served**

- Revised Proposed Order for Final Approval of Cal-Maine Settlement

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***Direct Action Plaintiffs' Liaison Counsel***

Date: August 20, 2014

BY: /s/ Mindee J. Reuben  
**WEINSTEIN KITCHENOFF & ASHER LLC**