

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

IN RE: PROCESSED EGG PRODUCTS	:	
ANTITRUST LITIGATION	:	MDL No. 2002
<hr style="width: 50%; margin-left: 0;"/>	:	08-md-02002
	:	
THIS DOCUMENT APPLIES TO:	:	
All Direct Purchaser Class Actions	:	

**PLAINTIFFS’ MOTION FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT BETWEEN PLAINTIFFS AND
DEFENDANT CAL-MAINE FOODS, INC.**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs move the Court for final approval of the settlement between the Direct Purchaser Class Plaintiffs (“Plaintiffs”) and Defendant Cal-Maine Foods, Inc. (“Cal-Maine”) on the terms and conditions set forth in the Settlement Agreement Between Plaintiffs and Cal-Maine (“Settlement” or “Settlement Agreement”), and to certify the Class for the purpose of Settlement pursuant to Federal Rules 23(a) and 23(b)(3). This Motion is based upon Plaintiffs’ Memorandum of Law, Declaration of James J. Pizzirusso, and Supplemental Affidavit of Jennifer M. Keough submitted herewith, and is made on the following grounds:

1. The Settlement is entitled to an initial presumption of fairness, because the settlement negotiations were undertaken at arm’s-length over a period spanning approximately a year and four months by experienced antitrust counsel who entered the negotiations with sufficient background in the facts of the case, and no members of the class have objected. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)

2. The Settlement is fair, reasonable, and adequate, and 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 the 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 for Plaintiffs is enhanced by Cal-Maine's cooperation, and the reaction of the class has been overwhelmingly positive, with no objections to the Settlement received.

3. As set out in the Court's February 28, 2014 Order (Dkt. No. 908), the Settlement Class, as defined in the Settlement Agreement, meets the requirements of Rule 23(a) and Rule 23(b)(3). Fed. R. Civ. P. 23(a), (b)(3).

WHEREFORE, Plaintiffs respectfully request that the Court grant the motion. For the Court's convenience a Proposed Order is provided herewith.

Dated: August 15, 2014

Respectfully submitted,

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

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

**[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) 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”), certified for settlement purposes only:

The Settlement Agreement defines the proposed Settlement Class as follows:

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.

(3) 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.

(4) For the reasons set forth in the Court's February 28, 2014 Order (Dkt. No. 908), 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. 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).

(5) 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

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

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

**IN RE: PROCESSED EGG PRODUCTS
ANTITRUST LITIGATION**

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**MDL No. 2002
08-md-02002**

**THIS DOCUMENT APPLIES TO:
All Direct Purchaser Class Actions**

**DIRECT PURCHASER PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT BETWEEN
PLAINTIFFS AND DEFENDANT CAL-MAINE FOODS, INC.**

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The Direct Purchaser Class Plaintiffs (“Plaintiffs”) respectfully submit this Memorandum in Support of their Motion for Final Approval of Class Action Settlement between Plaintiffs and Defendant Cal-Maine Foods, Inc. (“Cal-Maine”) and for final certification of the Settlement Class pursuant to Federal Rule of Civil Procedure Rule 23. This Court granted preliminary approval of the settlement on February 28, 2014. (ECF No. 908.)

I. INTRODUCTION

After months of intense arm’s-length negotiations, Plaintiffs successfully obtained a mutually agreeable settlement with Cal-Maine. The settlement includes a \$28,000,000 cash payment and cooperation that will aid Plaintiffs in their continued prosecution of this action. In light of the uncertainty, complexity, and expense inherent in litigation, this proposed settlement is fair, reasonable, and adequate and should be finally approved.

II. BACKGROUND

A. THE LITIGATION

This is a class action alleging a conspiracy among the nation’s largest egg producers. Plaintiffs allege that Cal-Maine, along with other Shell Egg and Egg Products producers, violated the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.*, by engaging in an unlawful conspiracy to reduce their output of Shell Eggs and Egg Products and thereby artificially fix, raise, maintain and/or stabilize the prices of Shell Eggs and Egg Products in the United States.¹ Plaintiffs allege that, as a result of Defendants’ conduct, Plaintiffs and members of the Class paid prices for Shell Eggs and Egg Products that were higher than they otherwise would have been

¹ Unless otherwise stated herein, all capitalized terms shall have the same meanings as set forth in the Settlement Agreement between Plaintiffs and Cal-Maine, dated August 2, 2013 (“Settlement Agreement”) (ECF No. 848-2). A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of James J. Pizzirusso, which is attached as Exhibit A.

absent the conspiracy. The lawsuit seeks injunctive relief, treble damages, attorneys' fees and costs from Defendants. Cal-Maine denies all allegations of wrongdoing in this action.

B. PREVIOUS SETTLEMENT HISTORY

On June 8, 2009, Sparboe Farms, Inc. ("Sparboe") entered into a settlement agreement with Plaintiffs providing for cooperation in the continued litigation of the case, and on July 16, 2012, this Court granted final approval of the settlement. (ECF No. 698.) On May 21, 2010, Moark, LLC, Norco Ranch, Inc., and Land O'Lakes, Inc. entered into a settlement agreement with Plaintiffs providing for both continued cooperation and a cash settlement of \$25,000,000.00. This Court granted final approval of the settlement on July 16, 2012. (ECF No. 700.) On August 2, 2013, Cal-Maine entered into a settlement agreement with Plaintiffs providing for continued cooperation and a cash settlement of \$28,000,000.00. (ECF No. 848-2.) This Court granted preliminary approval of that settlement on February 28, 2014. (ECF No. 908.) On March 28, 2014, Plaintiffs entered into a settlement with Defendant National Food Corporation ("NFC") providing for continued cooperation and a cash settlement of \$1,000,000.00. (ECF No. 952-2.) On March 31, Plaintiffs entered into a settlement with Midwest Poultry Services, LP ("MPS") providing for continued cooperation and a cash settlement of \$2,500,000.00. (952-3.) On May 21, 2014, Plaintiffs entered into a settlement with United Egg Producers ("UEP") and United States Egg Marketers ("USEM") for cooperation and a cash settlement of \$500,000. (ECF No. 997-2.) The Court granted preliminary approval of Plaintiffs' settlements with NFC, MPS, UEP, and USEM on July 30, 2014. (ECF 1027.)

C. THE CAL-MAINE SETTLEMENT NEGOTIATIONS

Interim Co-Lead Counsel for Plaintiffs ("Interim Counsel") and Cal-Maine's counsel, Gibson, Dunn & Crutcher, LLP, engaged in extensive arms' length negotiations over the course of approximately a year and a half to reach a settlement agreement. The scope and details of the

negotiations are set forth in the Declaration of James J. Pizzirusso (“Pizzirusso Decl.”), attached hereto as Exhibit A. Interim Counsel and Cal-Maine’s counsel, both highly experienced and capable, vigorously advocated their respective clients’ positions in the settlement negotiations. The initial negotiations, which began in March 2012 and continued intermittently into early 2013, were conducted via telephone conferences and email. (Pizzirusso Decl. ¶ 4–5.)

Interim Counsel and Cal-Maine’s counsel eventually agreed to a mediation before the Honorable Daniel Weinstein (Ret.) of JAMS, a respected former jurist. *Id.* at ¶ 6. In preparation for the mediation, the parties prepared extensive confidential mediation briefs regarding the strengths and weaknesses of the claims and defenses. *Id.* The mediation took place on June 25, 2013, and mediated discussions continued via telephone during the weeks that followed. *Id.*

At the time of mediation, Interim Counsel had significant knowledge of Defendants’ antitrust conspiracy and the strengths and weaknesses of Plaintiffs’ claims and Defendants’ asserted defenses. *Id.* at ¶ 7. Defendants produced more than one million documents in this action, a substantial portion of which had been reviewed by the time of the mediation and the execution of the Settlement Agreement. *Id.* By the time the Agreement was executed, Plaintiffs had taken several depositions, including depositions of the current and former President and CEO of Defendant United Egg Producers, who are key fact witnesses in this case. *Id.* Interim Counsel used the extensive document production, as well as deposition transcripts and other discovery materials, to evaluate Cal-Maine’s position and to advocate for a fair settlement that serves the best interests of the Class. *Id.* at ¶ 8. The Parties reached an agreement in principle on July 17, 2013. *Id.* at ¶ 9. On August 2, 2013, the Settlement Agreement was fully executed by Interim Counsel and Cal-Maine’s counsel. *Id.*

III. THE PROPOSED SETTLEMENT

Plaintiffs and Cal-Maine agreed to a Settlement Class that provides for two subclasses, Shell Egg and Egg Products. *See* Settlement Agreement ¶ 20 (Pizzirusso Decl. Ex. 1.) Cal-Maine agreed to pay \$28,000,000 to the Settlement Class and to cooperate with Interim Counsel as set forth in the Settlement Agreement. *See id.* at ¶¶ 16, 34–43. In exchange, Plaintiffs and the Settlement Class members will release Cal-Maine from any and all claims arising out of or resulting from the conduct asserted in this lawsuit. *See id.* at ¶¶ 26–29.

A. THE SETTLEMENT CLASS

The Settlement Agreement defines the proposed Settlement Class as follows:

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.

Id. at ¶ 20.

B. MONETARY PAYMENTS AND COOPERATION PROVISION

Cal-Maine agreed to pay the Settlement Class \$28,000,000 in cash on or before August 22, 2013 (the “Settlement Amount”). *See id.* at ¶¶ 16, 34. That amount, together with any interest earned thereon, less any administrative expenses, and less any escrow expenses and taxes incurred, will be distributed on a *pro rata* basis to the Settlement Class Members, consistent with the distribution plan as set forth in the Notice.² *See* Notice at 4 (Keough Aff. Ex. 1). This actual distribution of funds will take place at a later date, but only after submission and approval by the Court of an appropriate Plan of Allocation.

In addition to the Settlement Amount, the Settlement Agreement also requires that Cal-Maine provide an attorney proffer concerning Cal-Maine’s knowledge of the facts relating to documents, witnesses, meeting, communications, conduct and events at issue in the action, provide information related to transactional data produced by Cal-Maine, authenticate documents produced by Cal-Maine and, to the extent possible, documents produced by non-settling Defendants, and make a witness available to testify at trial. *See* Settlement Agreement ¶¶ 40–43 (Pizzirusso Decl. Ex. 1).

C. RELEASE OF CLAIMS AGAINST CAL-MAINE

In exchange for the consideration provided by Cal-Maine, Plaintiffs have agreed to release Cal-Maine from any and all claims arising out of or resulting from the conduct asserted in this lawsuit. *See id.* at ¶¶ 26–29.

IV. DISTRIBUTION OF THE SETTLEMENT FUND

The distribution plan, as described in detail in the Notice, provides for a *pro rata* distribution to all the members of the Class who timely and properly submit a valid Claim Form.

² The Notice is attached as Exhibit 1 to the Supplemental Affidavit of Jennifer M. Keough (“Keough Aff.”), which is attached hereto as Exhibit B.

See Notice at 4 (Keough Aff. Ex. 1). Each Class Members' *pro rata* share will be based on the dollar amount of their direct purchases of shell eggs and egg products in the United States.³ *Id.*

Distribution plans based on a *pro rata* distribution to all eligible Class members have been held as reasonable and adequate in class actions. See *Bradburn Parent Teacher Store, Inc. v. 3M (Minn. Mining and Mfg. Co.)*, 513 F. Supp. 2d 322, 335 (E.D. Pa. 2007) (citing *In re Remeron Direct Purchaser Antitrust Litig.*, Civ. A. No. 03-0085, 2005 WL 3008808, at *11 (D.N.J. Nov. 9, 2005); *In re Corel Corp. Inc. Sec. Litig.*, 293 F. Supp. 2d 484, 493 (E.D. Pa. 2003)). Here, the distribution plan was prepared by Interim Counsel to fairly allocate the recovery among Settlement Class members in accordance with Plaintiffs' theories of potential damages in the action. It reflects a reasonable division of the Settlement Fund.

V. PRELIMINARY APPROVAL ORDER AND CLASS CERTIFICATION

On February 28, 2014, this Court preliminarily approved the Cal-Maine settlement, certified the class for settlement purposes, and authorized Interim Counsel to disseminate Notice and Claim Forms by direct mail and publication. (ECF No. 908.) A final fairness hearing is scheduled for September 18, 2014. *Id.*

VI. THE NOTICE PLAN COMPORTS WITH THE REQUIREMENTS OF RULE 23(E) OF THE FEDERAL RULES OF CIVIL PROCEDURE

The Settlement Class Members are entitled to notice of the proposed Settlement and an opportunity to be heard. See Fed. R. Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). The mechanics of the notice process "are left to the discretion of the court subject only to the broad 'reasonableness' standards imposed by due process." *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975).

³ Because the alleged overcharge is only a portion of the price paid for eggs and egg products, recovery will be less than the total amount paid.

Plaintiffs utilized the same notice plan for the Cal-Maine Settlement that the Court found to “constitute[] adequate notice in satisfaction of the demands of Rule 23” when used to provide notice of Plaintiffs’ settlements with Defendants Moark, LLC, Norco Ranch, Inc., and Land O’Lakes, Inc (“Moark Defendants”). *See In re Processed Eggs Prods. Antitrust Litig.*, 284 F.R.D. 249, 266 (E.D. Pa. 2012) (Pratter, J.). The Notice of the Cal-Maine Settlement apprised Settlement Class Members of the existence of the action (Notice at 1-3), the Settlement Agreement (Notice at 3-4), information concerning Class Members’ rights to object to, or exclude themselves from the Settlement (Notice at 1, 7), as well as information needed to make informed decisions about their participation in the settlement (Notice at 1, 8). As when used for the Moark settlement, the Notice Plan satisfies due process and the requirements set forth in Rule 23(c) and (e).

A. THE NOTICE

On April 15, 2014 Garden City Group, Inc. (“GCG”), the Settlement Claims Administrator retained by Interim Counsel, mailed the Notice and Claim Forms (the “Notice Packet”) to approximately 16,796 direct purchasers of Shell Eggs and Egg Products identified using the sales data produced by Defendants. *See* Keough Aff. ¶ 8. As of August 14, 2014, the date the Keough Affidavit was executed, GCG has received 65 Notice Packets returned by the U.S. Postal Service with forwarding address information and 2,961 Notice Packets returned by the U.S. Postal Service without forwarding address information.⁴ *Id.* at ¶¶ 9–10. Plaintiffs are not aware of any objections to the Cal-Maine Settlement filed before or after the August 1, 2014 deadline to file an objection set forth in the Notice. *See id.* at ¶ 17. GCG received only 61

⁴ Notice Packets returned by the U.S. Postal Service with forwarding address information were promptly re-mailed to the updated addresses provided.

requests for exclusion from the Cal-Maine Settlement.⁵ *Id.* at ¶ 16. As of August 14, 2014, GCG has received 470 Claim Forms. *Id.* at ¶ 15. Class members who filed a claim in the Moark settlement are not required to file a Claim Form in the Cal-Maine Settlements for those same purchases. *Id.* Class Members with valid Moark Settlement claims automatically have claims in the Cal-Maine Settlement. *Id.* Including prior claims, new claims, and supplemental submissions, there are currently 1,185 claims on file in the Cal-Maine Settlement. *Id.*

B. SUMMARY NOTICE, PRESS RELEASES AND WEBSITE

Summary Notice was published in the following industry journals: *Restaurant Business* (May 2014 issue), *Convenience Store News* (April 2014 issue), *Hotel F&B* (May/June 2014 issue), *Nation's Restaurant News* (April 7, 2014 issue), *FoodService Director* (May 15, 2014 issue), *Progressive Grocer* (April 2014 issue), *Food Manufacturing* (May/June 2014 issue), *Supermarket News* (April 7–20, 2014 issue), *Stores* (May 2014 issue), *Egg Industry* (April 2014 issue), *Bake* (April 2014 issue), *Food Processing* (April 2014 issue), *Long-Term Living* (April 2014 issue), *PetFood Industry* (May 2014 issue) and *School Nutrition* (June/July 2014 issue). *Id.* at ¶ 11. Moreover, GCG arranged for publication on April 8, 2014 of the Summary Notice in the *Wall Street Journal*. *Id.* In addition, GCG coordinated press releases, containing substantially the same language as the Summary Notice, on April 7, 2014. *Id.* at ¶ 12. The releases were distributed over the US1 Newslines and the Hispanic Newslines and included distribution to over 1,000 journalists in the restaurant and food industries. *Id.*

⁵ Many of the 61 entities that requested exclusions identified subsidiaries and related companies that should be excluded from the settlement. These secondary exclusions are listed in Exhibit 4 to the Keough Affidavit.

GCG also maintains a website dedicated to this settlement to provide additional information to class members and to answer frequently asked questions.⁶ The Settlement website has been operational since August 30, 2012, and is accessible twenty-four hours a day, seven days a week. Website visitors can download a Notice Packet, the Court's preliminary approval order, the Settlement Agreement, and other relevant documents. *Id.* at ¶ 13. The website was updated to contain information about the Cal-Maine Settlement on April 4, 2014. *Id.* Between April 4, 2014, and August 14, 2014, the Settlement website received 7,348 hits. *Id.*

C. TOLL-FREE TELEPHONE NUMBER

In addition to the Settlement website, GCG maintains an automated toll-free telephone number that potential Class Members can call for information about the Cal-Maine settlement.⁷ *Id.* at ¶ 14. The number is operational twenty-four hours a day and seven days a week. Callers have an option to leave a voice message requesting a return call from a call center representative. *Id.* The automated number was updated with information about the Cal-Maine Settlement on April 4, 2014. *Id.* Between April 4, 2014 and August 14, 2014 there have been 644 calls to the automated number. *Id.*

D. THE NOTICE PLAN AND CLAIMS PROCEDURES MEET THE REQUIREMENTS OF DUE PROCESS

The notice plan utilized by GCG included a combination of direct mail, publication, press releases, a website, and a toll-free telephone number. *Id.* at ¶ 5. "In order to satisfy due process, notice to class members must be reasonably calculated under all the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 119 (D.N.J. 2002) (internal

⁶ www.EggProductsSettlement.com

⁷ 1-866-881-8306

quotation marks omitted). For those whose names and addresses cannot be determined by reasonable efforts, notice by publication suffices under both Rule 23(c)(2) and the due process clause. *Carlough v. Amchem Prods., Inc.*, 158 F.R.D. 314, 325 (E.D. Pa. 1993) (citing *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 317–18 (1950)). The content of the Notice and Plaintiffs’ use of direct mail and various publication methods satisfies due process. *See Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 90 (3d Cir. 1985) (“It is well settled that in the usual situation first-class mail and publication in the press fully satisfy the notice requirement of both Fed. R. Civ. P. 23 and the due process clause.”).

The Class Action Fairness Act (“CAFA”) mandates that “[a]n order giving final approval of a proposed settlement may not be issued earlier than 90 days after the later of the dates on which the appropriate Federal official and the appropriate State official are served with the notice required under subsection (b).” 28 U.S.C. § 1715(d). The responsibility for providing CAFA Notice belongs to settling defendants. 28 U.S.C. § 1715(b). Cal-Maine filed a Declaration of CAFA Compliance on August 6, 2014. (ECF No. 1030.) The Declaration states that Cal-Maine satisfied CAFA’s notice requirement by serving notice to the appropriate state and federal officials on September 3, 2013. *Id.* at 2.

VII. THE PROPOSED SETTLEMENT CLASS SATISFIES RULE 23 AND SHOULD BE CERTIFIED

In its preliminary approval order, this Court certified the Settlement Class for the limited purpose of this Settlement. *See* Preliminary Approval Order at 4–5 (Pizzirusso Decl. Ex. 2). The Court determined that the Settlement Class satisfied the Rule 23(a) requirements of numerosity, commonality, typicality and adequacy. *Id.* at 5. The Court also found that the Settlement Class satisfied the Rule 23(b)(3) requirements of predominance and superiority. *Id.* There is no need for the Court to revisit any of the Rule 23(a) or (b)(3) requirements with respect to the Settlement

Class. The sole remaining consideration to be assessed prior to final approval of the Cal-Maine Settlement is whether the Settlement is fair, reasonable and adequate.

VIII. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

The United States Supreme Court has identified the “important principle that settlement agreements are highly favored in the law and will be upheld whenever possible because they are a means of amicably resolving doubts and preventing lawsuits.” *United Airlines, Inc. v. McDonald*, 432 U.S. 385, 401 (1977) (internal quotation marks and alterations omitted). Class action settlements minimize the litigation expenses of the parties and reduce the strain that litigation imposes upon already scarce judicial resources. *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995) (“The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.”); *see also Austin v. Pa. Dep’t of Corr.*, 876 F. Supp. 1437, 1455 (E.D. Pa. 1995) (“[T]he extraordinary amount of judicial and private resources consumed by massive class action litigation elevates the general policy of encouraging settlements to an overriding public interest.” (internal quotation marks omitted)).

A. THE SETTLEMENT IS ENTITLED TO AN INITIAL PRESUMPTION OF FAIRNESS

Under Federal Rule of Civil Procedure 23(e), a settlement must be “fair, reasonable and adequate” to be approved. Fed. R. Civ. P. 23(e)(2); *see also In re The Prudential Ins. Co. of Am. Sales Practices Litig. Agent Actions*, 148 F.3d 283, 316 (3d Cir. 1998); *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 118 (3d Cir. 1990); *Walsh v. Great Atl. & Pa. Tea Co., Inc.*, 726 F.2d 956, 965 (3d Cir. 1983). In evaluating the settlement, the court acts as a fiduciary responsible for protecting the rights of the absent class members and is required to “independently and objectively analyze the evidence and circumstances before it in order to determine whether the

settlement is in the best interest of those whose claims will be extinguished.” *In re Cendant Corp. Litig.*, 264 F.3d 201, 231 (3d Cir. 2001) (quoting *Gen. Motors*, 55 F.3d at 785).

The Third Circuit affords an initial presumption of fairness to a settlement “if the court finds that: (1) the negotiations occurred at arm’s-length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *Id.* at 232 n.18; *see also In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (“A presumption of correctness is said to attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.” (quoting *Hanrahan v. Britt*, 174 F.R.D. 356, 366 (E.D. Pa. 1997))); *Lake v. First Nationwide Bank*, 156 F.R.D. 615, 628 (E.D. Pa. 1994) (giving “due regard to the recommendations of the experienced counsel in this case, who have negotiated this settlement at arm’s length and in good faith”). As illustrated below, these criteria are satisfied here.

There can be no doubt that the negotiations that led to this Settlement were undertaken at arm’s length. The Settlement negotiations between Plaintiffs and Cal-Maine spanned nearly a year and a half and included numerous email exchanges and teleconferences, offers and counteroffers. (Pizzirusso Decl. ¶¶ 4–9.) The negotiations culminated in a formal mediation before the Honorable Daniel Weinstein (Ret.). In preparation for the mediation, the parties prepared comprehensive, confidential mediation briefs analyzing the strengths and weaknesses of the claims and defenses. *Id.* at ¶ 6. The mediation took place on June 25, 2013, and mediated negotiations continued via telephone conferences during the weeks that followed. *Id.* The parties eventually reached an agreement in principle on July 17, 2013, and executed the Settlement Agreement on August 2, 2013. *Id.* at ¶ 9. The best interests of the Settlement Class were of paramount importance throughout the negotiation process.

Interim Counsel conducted its own extensive and in depth investigation of the facts of this case, and concluded that a settlement was in the best interest of the class. At the time of the mediation, Plaintiffs had reviewed a substantial portion of the 1 million documents produced by Defendants and had deposed fact witnesses. *Id.* at ¶ 7. Accordingly, Plaintiffs had significant knowledge of Defendants' alleged antitrust conspiracy and the strengths and weaknesses of the parties' claims and weaknesses when the Settlement was reached.

Furthermore, both parties have been represented by seasoned class action litigators. Interim Counsel is experienced in similar antitrust class actions, and unreservedly recommend this Settlement.⁸ Counsel for Cal-Maine, Gibson, Dunn & Crutcher LLP, are similarly experienced and likewise support the Settlement. Courts recognize "significant weight should be attributed to the belief of experienced counsel that settlement is in the best interest of the class." *Lake v. First Nationwide Bank*, 900 F. Supp. 726, 732 (E.D. Pa. 1995) (internal quotation marks omitted); *see also In re Am. Family Enters.*, 256 B.R. 377, 421 (D.N.J. 2000) ("In determining the fairness, adequacy, and reasonableness of a proposed settlement, significant weight should also be given to the belief of experienced counsel that settlement is in the best interest of the class" (internal quotation marks omitted)); *Austin*, 876 F. Supp. at 1457 (when evaluating whether a class action settlement is fair, reasonable, and accurate, "courts have accorded significant weight to the view of experienced counsel who have engaged in arm's-length negotiations"); *In re Michael Milken and Assocs. Sec. Litig.*, 150 F.R.D. 57, 68 (S.D.N.Y. 1993)

⁸ Interim Counsel respectfully refer the Court to their Supplemental Submission Regarding Rule 23(g) Compliance filed in support of final approval of Plaintiffs' settlement with Sparboe and Plaintiffs' settlement with the Moark Defendants. (ECF No. 483.) The submission and its exhibits provides a summary of Interim Counsel's qualifications and experience. Interim Counsel also refers the Court to the Interim Co-Lead Counsel's Submission in Support of Permanent Appointment of Interim Leadership Structure and accompanying exhibits, No. 08-cv-4653 (E.D. Pa.), ECF No. 26.

(“Experienced counsel’s opinions are entitled to substantial weight by the Court in determining whether to approve [a] settlement.”); *Spring Garden United Neighbors, Inc. v. City of Philadelphia*, No. 83-3209, 1986 WL 1525, at *3 (E.D. Pa. Feb. 4, 1986) (“[T]he professional judgment of counsel involved in the litigation is entitled to significant weight.”).

Finally, there have been no objections to the Settlement and only 61 Class Members have elected to exclude themselves from the Settlement. *See* Keough Aff. ¶¶ 16–17. The absence of objections and a small percentage of exclusions give rise to a presumption of fairness. *See McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 459 (D.N.J. 2008) (finding that 601 opt-outs and nine objections qualified for a presumption of fairness); *In re Remeron End-Payor Antitrust Litig.*, No. 02-2007, 2005 WL 2230314, at *16–17 (D.N.J. Sept. 13, 2005) (finding that 70 opt outs and eight objections from a class of 850,000 qualified for a presumption of fairness).

Accordingly, an initial presumption of fairness should be given to the Settlement.

B. APPLICATION OF THE GIRSH FACTORS

District courts have broad discretion in determining whether to approve a proposed class action settlement. *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004). However, in determining whether the Settlement is fair and reasonable, courts in the Third Circuit consider the following factors, commonly known as the *Girsh* factors, as set forth in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975):

- (1) The complexity, expense, and likely duration of the litigation;
- (2) The reaction of the class to the settlement;
- (3) The stage of the proceedings and the amount of discovery completed;
- (4) The risks of establishing liability;
- (5) The risks of establishing damages;
- (6) The risks of maintaining the class action through trial;

- (7) The ability of the defendants to withstand a greater judgment;
- (8) The range of reasonableness of the settlement in light of the best possible recovery; and
- (9) The range of reasonableness of the settlement in light of all attendant risks of litigation.

See Girsh, 521 F.2d at 157.

As set forth below, the application of each of these factors to the Settlement demonstrates that the Settlement is fair, reasonable and adequate.

C. THE PROPOSED SETTLEMENT SATISFIES THE *GIRSH* CRITERIA FOR FINAL APPROVAL

1. The Complexity, Expense, and Likely Duration of the Litigation

The first *Girsh* factor considers the “probable costs, in both time and money of continued litigation.” *Cendant*, 264 F.3d at 233 (internal quotation marks omitted); *see also In re Ins. Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 2589950, at *4 (D.N.J. Sept. 4, 2007). It has often been observed that “[a]n antitrust class action is arguably the most complex action to prosecute.” *Linerboard*, 292 F. Supp. 2d at 639 (internal quotation marks omitted); *see also Weseley v. Spear, Leeds & Kellogg*, 711 F. Supp. 713, 719 (E.D.N.Y. 1989) (noting that antitrust class actions are “notoriously complex, protracted, and bitterly fought”). Continuing this litigation against Cal-Maine would entail a lengthy and complex battle.

Cal-Maine was capable and fully prepared to defend itself and continue litigating this case. Had the case continued, Cal-Maine would have asserted various defenses, and a jury trial (assuming the case proceeds beyond pretrial motions) might well turn on questions of proof, making the outcome inherently uncertain for both parties. *Linerboard*, 292 F. Supp. 2d at 639; *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 475–76 (S.D.N.Y. 1998) (“Antitrust litigation in general, and class action litigation in particular, is unpredictable

[T]he history of antitrust litigation is replete with cases in which antitrust plaintiffs succeeded at trial on liability, but recovered no damages, or only negligible damages, at trial, or on appeal.”). A trial on the merits of this case would entail considerable expense, including numerous experts, further pre-trial motions, and thousands of additional hours of attorney time. Moreover, even after trial is concluded, there would likely be one or more lengthy appeals. *See Remeron*, 2005 WL 2230314, at *17.

By reaching a favorable Settlement, Plaintiffs have avoided significant expense and delay, and have ensured a recovery to the Class. These factors weigh in favor of the Settlement. *See Warfarin Sodium*, 391 F.3d at 535–36 (acknowledging this factor because “continuing litigation through trial would have required additional discovery, extensive pretrial motions addressing complex factual and legal questions, and ultimately a complicated, lengthy trial”); *Linerboard*, 292 F. Supp. 2d at 642 (noting that the “protracted nature of class action antitrust litigation means that any recovery would be delayed for several years,” and this settlement’s “substantial and immediate benefits” to class members favors settlement approval).

Accordingly, the first *Girsh* factor weighs heavily in favor of approving the Settlement.

2. Class Reaction to the Proposed Settlement

“This factor attempts to gauge whether members of the class support the settlement.” *Prudential*, 148 F.3d at 318. A lack of substantial objections or exclusions by class members is highly significant. *See Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1313–14 (3d Cir. 1993); *In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d 568, 577-78 (E.D. Pa. 2003). There have been no objections to the Settlement. *See Ex. B, Keough Aff.* at ¶ 17. Courts typically approve settlements where no objections have been received. *See, e.g., Serrano v. Sterling Testing Sys., Inc.*, 711 F. Supp. 2d 402, 415 (E.D. Pa. 2010) (approving settlement that received no objections to the fairness or adequacy of the settlement); *In re CIGNA Corp.*, No. 02 Civ. 8088, 2007 WL

2071898, at *3 (E.D. Pa. July 13, 2007) (“The class has been exceptionally supportive in that no objections to the settlement were filed.”); *United States v. Pennsylvania*, 160 F.R.D. 46, 49 (E.D. Pa. 1994) (“The failure of any class member to object to the proposed settlement despite having adequate opportunity to do so demonstrates that the class members assent to the agreement.”).

Additionally, there have only been 61 requests for exclusion from the Class of thousands of direct purchasers.⁹ See Ex. B, Keough Aff. ¶ 16. These numbers are consistent with Third Circuit precedent and the decisions of other federal courts approving settlements. See *Stoetzner*, 897 F.2d at 118–19 (holding that only 29 objections in 281 member class – or 10% – “strongly favors settlement”); *Prudential*, 148 F.3d at 318 (affirming conclusion of district court that class reaction was favorable when 19,000 class members opted out of class of eight million and 300 objected); *In re Ikon Office Solutions, Inc., Sec. Litig.*, 194 F.R.D. 166, 175 (E.D. Pa. 2000) (settlement approved where there were 2,500 requests for exclusion from an original notice to 140,000 class members).

Thus, the second *Girsh* factor weighs heavily in favor of final approval. See *McAlarnen v. Swift Transp. Co., Inc.*, No. 09 Civ. 1737, 2010 WL 365823, at *7 (E.D. Pa. Jan. 29, 2010) (a lack of objections and low exclusion rate “weighs heavily in favor of final approval); *In re Janney Montgomery Scott LLC Fin. Consultant Litig.*, No. 06 Civ. 3202, 2009 WL 2137224, at *9 (E.D. Pa. July 16, 2009) (“Such a response (or lack thereof) weighs greatly in favor of approving the settlement.”); *In re PNC Fin. Servs. Group, Inc.*, 440 F. Supp. 2d 421, 432 (W.D. Pa. 2006) (“Here, no class member objected to the proposed settlement. Similarly, only five opt outs were received after the mailing of over 73,000 copies of the notice and the publication of the

⁹ As noted above, 16,796 copies of the Notice Packet were mailed by the Claims Administrator. Keough Aff. ¶ 8. Of those, 65 packets were returned with forwarding address information, and 2,954 packets were returned without forwarding address information. *Id.* at ¶¶ 9–10.

summary notice. Under these circumstances an inference of strong class support is properly drawn.”); *Perry v. FleetBoston Fin. Corp.*, 229 F.R.D. 105, 115 (E.D. Pa. 2005) (holding that, when only 70 out of 90,000 potential class members opted out and “not a single class member objected to the proposed settlement . . . [s]uch a response (or lack thereof) weighs greatly in favor of approving the settlement” (citing cases)).

3. The Stage of Proceedings and Amount of Discovery Completed

As explained by the Third Circuit, this *Girsh* factor is intended to ensure “that a proposed settlement is the product of informed negotiations” and that “the parties . . . have an adequate appreciation of the merits of the case before negotiating.” *Prudential*, 148 F.3d at 319 (internal quotation marks omitted). This factor “captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.” *General Motors*, 55 F.3d at 813.

Plaintiffs and Cal-Maine executed the Settlement Agreement on August 2, 2013, almost five years after this class action litigation was consolidated before the Court. (*See* ECF No. 1.) Even before the litigation was consolidated, Interim Counsel had spent significant time assessing the merits of the Class’s claim. Indeed, before filing a complaint Interim Counsel conducted “an extensive investigation that involved interviews with industry personnel, analysis of economic data, and a review of both public and non-public materials.” Leadership Submission at 4.¹⁰ Settlement discussions between Plaintiffs and Cal-Maine did not begin until March 2012, roughly five months after the Court denied Cal-Maine’s (and other Defendants’) Rule 12(b)(6) motion to dismiss. (Pizzirusso Decl. at ¶ 4.) And as discussed above, by the time the Settlement

¹⁰ (ECF No. 26, 2:08-cv-4653, E.D. Pa.)

was reached in August 2013 discovery was well underway. When Plaintiffs and Cal-Maine mediated before Judge Daniel Weinstein (Ret.) in June 2013, Plaintiffs had reviewed a substantial portion of the more than 1 million documents produced by Defendants. *Id.* at ¶ 7. By the time the Agreement was executed, Plaintiffs had taken several depositions, including depositions of the current and former President and CEO of Defendant United Egg Producers, who are key fact witnesses in this case. *Id.* Interim Counsel analyzed deposition transcripts, documents produced by Defendants, and other discovery materials, as well the contested legal and factual issues, in order to accurately evaluate Plaintiffs' and Cal-Maine's positions and made an accurate demand. *Id.* at ¶ 8.

Given the stage of proceedings and discovery conducted when Plaintiffs and Cal-Maine reached the Settlement, this *Girsh* factor weighs heavily in favor of final approval. *See Wallace v. Powell*, 288 F.R.D. 347, 368–69 (M.D. Pa. 2012) (third *Girsh* factor supports approval of settlement: (1) preliminarily approved almost three years after commencement of litigation; (2) based on negotiations lasting one year; and (3) reached after production and review of over 200,000 pages of documents); *cf. McLennan v. LG Elecs. USA, Inc.*, No. 2:10-cv-03604, 2012 U.S. Dist. LEXIS 27703, at *2, 16 (D.N.J. Mar. 2, 2012) (third *Girsh* factor did not weigh against approval despite only a year of litigation and a lack of formal discovery because the parties' preliminary investigation and informal discovery was sufficient to establish "an adequate appreciation of the merits of the case").

4. The Risks of Establishing Liability

The fourth *Girsh* factor "examine[s] what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them." *General Motors*, 55 F.3d at 814. "The inquiry requires a balancing of the likelihood of success if 'the case were taken to trial against the benefits of immediate settlement.'" *In re Safety*

Components, Inc. Sec. Litig., 166 F. Supp. 2d 72, 89 (D.N.J. 2001) (quoting *Prudential*, 148 F.3d at 319). Here, “the Court need not delve into the intricacies of the merits of each side’s arguments, but rather may ‘give credence to the estimation of the probability of success proffered by [Interim Counsel], who are experienced with the underlying case, and the possible defenses which may be raised to their causes of action.” *Perry*, 229 F.R.D. at 115 (quoting *Lachance v. Harrington*, 965 F. Supp. 630, 638 (E.D. Pa. 1997)).

While Interim Counsel believe that they will prevail at trial, they recognize that antitrust cases, like all complex litigation against large companies with highly talented defense counsel, have inherent risks.¹¹ “Here, as in every case, Plaintiffs face the general risk that they may lose at trial, since no one can predict the way in which a jury will resolve disputed issues.” *Lazy Oil Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997), *aff’d sub nom. Lazy Oil Co. v. Witco Corp.*, 166 F.3d 581 (3d Cir. 1999), *see also State of West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743–44 (S.D.N.Y. 1970) (“It is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced.”).

5. The Risks of Establishing Damages

The fifth *Girsh* factor, similar to the fourth, “attempts to measure the expected value of litigating the action rather than settling it at the current time.” *Cendant*, 264 F.3d at 238 (quoting *General Motors*, 55 F.3d at 816). Even if Class Plaintiffs successfully reach trial as a class, and establish liability, proof of damages will be provable, but complex. *See, e.g., Lazy Oil*, 95 F.

¹¹ Because Plaintiffs are continuing to prosecute this case against the remaining Defendants, Interim Counsel do not wish to highlight potential weaknesses (if any) or emphasize particularly vulnerable points in their case. To do so could prejudice the prosecution of this action. *See Manual for Complex Litigation - Fourth* § 21.651 (2004) (“Given that the litigation might continue against other defendants. The parties may be reluctant to disclose fully and candidly their assessment of the proposed settlement’s strengths and weaknesses that led them to settle separately.”).

Supp. 2d at 337 (“[C]ourts have recognized the need for compromise where divergent testimony would render the litigation an expensive and complicated battle of experts.” (internal quotation marks omitted)); *NASDAQ*, 187 F.R.D. at 476 (recognizing the risk plaintiffs face in not establishing damages in class action antitrust cases). However confident Interim Counsel may be that liability can be proven against Cal-Maine, Interim Counsel must also recognize the existence of a genuine risk of no recovery or only a limited recovery. In addition, Cal-Maine’s cooperation enhances Plaintiffs’ ability to establish damages against the non-settling Defendants, and may encourage a complete settlement of the action.

6. The Risks of Maintaining a Class Action Through Trial

The sixth *Girsh* factor evaluates the risks of maintaining the class action through a trial. “Because the prospects for obtaining certification have a great impact on the range of recovery one can expect to reap from the [class] action, this factor measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial.” *Warfarin Sodium*, 391 F.3d at 537 (internal quotation marks and citation omitted). The Class has been preliminarily certified for settlement purposes only. *See* Preliminary Approval Order at 5 (Pizzirusso Decl. Ex. 2). However, Interim Counsel acknowledges that had Cal-Maine not settled, it would have joined the non-settling Defendants in contesting class certification.

This uncertainty further supports approval of the proposed Settlement.

7. The Ability of the Defendant to Withstand a Greater Judgment

The Third Circuit has interpreted this seventh *Girsh* factor as concerning “whether the defendants could withstand a judgment for an amount significantly greater than the Settlement.” *Cendant*, 264 F.3d at 240. The fact that Cal-Maine could withstand a larger judgment is not an obstacle to approving the Settlement. Settlements have been approved where a settling defendant has had the ability to pay greater amounts, but the risks of litigation outweigh the potential gains

from continuing on to trial. *See Lazy Oil*, 95 F. Supp. 2d at 318 (“The Court presumes that Defendants have the financial resources to pay a larger judgment. However, in light of the risks that Plaintiffs would not be able to achieve any greater recovery at trial, the Court accords this factor little weight in deciding whether to approve the proposed Settlement.”); *Perry*, 229 F.R.D. at 116 (“Fleet could certainly withstand a much larger judgment as it has considerable assets. While that fact weighs against approving the settlement, this factor’s importance is lessened by the obstacles the class would face in establishing liability and damages.”).

8. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and the Attendant Risks of Litigation

The eighth and ninth *Girsh* factors assess the reasonableness of the settlement fund. These factors “test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.” *Warfarin Sodium*, 391 F.3d at 538. A court evaluating a proposed class action settlement should consider “whether the settlement represents a good value for a weak case or a poor value for a strong case.” *Id.*; *see also Girsh*, 521 F.2d at 157. In the process, however, a court must “avoid deciding or trying to decide the likely outcome of a trial on the merits.” *In re Nat’l Student Mktg. Litig.*, 68 F.R.D. 151, 155 (D.D.C. 1974).

As courts have explained, “[w]hile the court is obligated to ensure that the proposed settlement is in the best interest of the class members by reference to the best possible outcome, it must also recognize that settlement typically represents a compromise and not hold counsel to an impossible standard.” *In re Aetna, Inc. Sec. Litig.*, MDL No. 1219, 2001 WL 20928 at *6 (E.D. Pa. Jan. 4, 2001); *see also General Motors*, 55 F.3d at 806 (noting that “after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.”); *Lazy Oil*, 95 F. Supp. 2d at 338–39 (“The trial court should not make a proponent

of a proposed settlement justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and abandoning of highest hopes.” (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977)). The Settlement represents good value for the class in light of the stage of the litigation and the risks attendant with its continuing prosecution. It thus, satisfies the eighth and ninth *Girsh* factors.

Therefore, for the reasons stated above, the Settlement satisfies the factors set forth in *Girsh*, 521 F.2d at 157, and is fair, reasonable and adequate.

IX. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement pursuant to Federal Rule of Civil Procedure 23(e) and certify the requested Settlement Class for settlement purposes pursuant to Rules 23(a) and 23(b)(3). A proposed Order is attached hereto.

Dated: August 15, 2014

Respectfully submitted,

/s/ Steven A. Asher

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EXHIBIT A

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

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

**DECLARATION OF JAMES J. PIZZIRUSSO IN SUPPORT OF DIRECT
PURCHASER PLAINTIFFS’ MOTION FOR FINAL APPROVAL OF THE
CLASS ACTION SETTLEMENT BETWEEN PLAINTIFFS AND
DEFENDANT CAL-MAINE FOODS, INC.**

I James J. Pizzirusso declare as follows:

- 1) I am one of the founding partners of the law firm Hausfeld LLP and one of the attorneys at my firm principally responsible for handling this case. My firm is appointed Interim Co-Lead Counsel for Direct Purchasers in the above captioned action, along with counsel from Weinstein Kitchenoff & Asher LLC, Susman Godfrey LLP, and Bernstein Liebhard LLP. I submit this declaration in support of the Motion for Final Approval of the proposed settlement with Cal-Maine Foods, Inc. (“Cal-Maine”). This declaration is based on my personal knowledge and conversations with other Interim Counsel.
- 2) This is a class action alleging that Cal-Maine and other Shell Egg and Egg Products producers violated the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.*, by engaging in an unlawful conspiracy to reduce their Shell Egg and Egg Products output and thereby artificially fix, raise, maintain and/or stabilize the prices of Shell Egg and Egg Products in the United States.
- 3) In the fall and winter of 2008, numerous cases were filed in several federal district courts, including the Eastern District of Pennsylvania, the District of Minnesota, and the District

of New Jersey. The class actions were transferred to, and consolidated in this Court in the above captioned MDL, and pursuant to the Court's December 9, 2008 Order.

- 4) On October 14, 2011, the Court denied a Rule 12(b)(6) motion to dismiss filed by Cal-Maine and several other defendants. (ECF No. 582.) Cal-Maine's counsel and Interim Co-Lead counsel began preliminary settlement discussions roughly five months later in March 2012, which continued into April. The parties were unable to reach an agreement at that time because Interim Co-Lead counsel concluded that the monetary compensation offered by Cal-Maine was insufficient to adequately compensate the class.
- 5) The parties resumed settlement discussions in late October 2012, when document production was well underway and just two months prior to the deadline for substantial completion of such production. These intermittent discussions continued into 2013 through teleconferences and email exchanges.
- 6) The parties resumed negotiations in earnest in February 2013 through teleconferences and email exchanges. Shortly thereafter, the parties agreed to attend a formal mediation before a neutral third party. The in-person mediation occurred on June 25, 2013, before the Honorable Daniel Weinstein (Ret.) of JAMS, a respected former jurist. In support of their positions, the parties prepared for Judge Weinstein comprehensive, confidential mediation briefs analyzing the strengths and weaknesses of the parties' claims and defenses. The mediated negotiations continued via telephone during the weeks that followed the initial mediation session.
- 7) At the time of the mediation, Direct Purchaser Plaintiffs had significant knowledge of Defendants' antitrust conspiracy and the strengths and weaknesses of their claims and Defendants' asserted defenses. Defendants produced more than one million documents in

this action, a substantial portion of which had been reviewed by the time of the mediation and execution of the Settlement Agreement. By the time Agreement was executed, Plaintiffs had taken several depositions, including depositions of the current and former President and CEO of Defendant United Egg Producers, who are key fact witnesses in this case.

- 8) Interim Co-Lead Counsel analyzed documents, deposition transcripts and other discovery materials, as well as all the contested legal and factual issues posed by the litigation, in order to accurately evaluate Cal-Maine's position, advocate for a fair settlement that serves the best interests of the class, and to make an accurate demand of Cal-Maine.
- 9) The Parties reached an agreement in principle on July 17, 2013, and executed a Settlement Agreement on August 2, 2013. A true and correct copy of the Settlement Agreement between Plaintiffs and Cal-Maine is attached as Exhibit 1.
- 10) The Settlement Agreement provided that on or before August 22, 2013, Cal-Maine would pay \$28,000,000 (the "Settlement Amount"). The Settlement Amount is being maintained in an escrow account. Interim Counsel, who have substantial experience litigating antitrust class actions, believe the Settlement Amount is an appropriate amount of cash consideration for the discharge of the claims against Cal-Maine and highly favorable result for the Class. The Settlement Agreement was entered into after careful review of Cal-Maine's sales figures, net profits and market share during the damage period as well as the likely expense of litigating claims against Cal-Maine through trial.
- 11) The Settlement Agreement also requires that Cal-Maine provide an attorney proffer concerning Cal-Maine's knowledge of the facts relating to documents, witnesses, meetings, communications, conduct and events at issue in the Action, provide

information related to transactional data produced by Cal-Maine, authenticate documents produced by Cal-Maine and, to the extent possible, documents produced by non-settling Defendants that were authored or created by Cal-Maine or sent to or received by Cal-Maine, and to make a witness available to testify at trial regarding facts or issues that remain in dispute at the time of trial.

12) The settlement negotiations with Cal-Maine were conducted by experienced counsel on both sides at arm's length over a period of nearly a year and a half. Cal-Maine and Class Counsel were prepared to fully litigate the case if no settlement could be reached.

13) The Court granted preliminary approval of the proposed Settlement on February 28, 2014. (Dkt. No. 908.) The Preliminary Approval Order is attached as Exhibit 2. In the same Order, the Court authorized Interim Counsel to disseminate Notice by direct mail and by publication. A final fairness hearing is scheduled for September 18, 2014.

Dated: August 15, 2014



James J. Pizzirusso

EXHIBIT 1

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

**IN RE: PROCESSED EGG
PRODUCTS ANTITRUST
LITIGATION** : **MDL No. 2002**
: **08-md-02002**
:

THIS DOCUMENT APPLIES TO: :
All Direct Purchaser Actions :

**SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER PLAINTIFFS
AND DEFENDANT CAL-MAINE FOODS, INC.**

This Settlement Agreement (“Agreement”) is made and entered into this 2nd day of August 2013 (the “Execution Date”) by and between Cal-Maine Foods, Inc., together with its past and present parents, subsidiaries and affiliates (“Cal-Maine”), and Direct Purchaser Plaintiffs’ Class representatives (“Plaintiffs”) (as defined herein at Paragraph 12), both individually and on behalf of a Class (as defined herein at Paragraph 5) of direct purchasers of Shell Eggs and Egg Products (as defined herein at Paragraphs 8 and 18).

WHEREAS, Plaintiffs are prosecuting the above-captioned Direct Purchaser Plaintiff actions currently pending and consolidated in the Eastern District of Pennsylvania, and including all actions transferred for coordination, and all direct purchaser actions currently pending such transfer (including, but not limited to, “tag-along” actions) (the “Action”) on their own behalf and on behalf of the Class against Cal-Maine and other Defendants;

WHEREAS, Plaintiffs allege that Cal-Maine participated in an unlawful conspiracy to raise, fix, maintain, and/or stabilize the price of certain Shell Eggs and Egg

Products in the United States at artificially high levels in violation of Section 1 of the Sherman Act;

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement with Cal-Maine according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Class;

WHEREAS, Cal-Maine denies all allegations of wrongdoing in the Action. However, despite its belief that it is not liable for, and has good defenses to, the claims alleged in the Action, Cal-Maine desires to settle the Action, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of the Action, or any action or proceeding relating to the matters being fully settled and finally put to rest in this Agreement;

WHEREAS, Class Counsel and Cal-Maine Counsel have engaged in arm's-length settlement negotiations, and this Agreement has been reached as a result of these negotiations;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled, compromised and dismissed on the merits with prejudice as to Cal-Maine only, without costs as to Plaintiffs, the Class, Cal-Maine, and subject to the approval of the Court, on the following terms and conditions:

A. Definitions

The following terms, as used in this Agreement, have the following meanings:

1. “Class Counsel” shall refer to the law firms of Weinstein Kitchenoff & Asher LLC, 1845 Walnut Street, Suite 1100, Philadelphia, PA 19103; Hausfeld LLP, 1700 K Street NW, Suite 650, Washington, DC 20006; Bernstein Liebhard LLP, 10 East 40th Street, 22nd Floor, New York, NY 10016; and Susman Godfrey, 654 Madison Avenue, 5th Floor, New York, NY 10065-8404. “Plaintiffs’ Counsel” shall refer to the law firms identified on pages 147-151 of the Third Consolidated Amended Class Action Complaint filed in the Action on January 4, 2013.

2. “Cal-Maine’s Counsel” shall refer to the law firm of Gibson, Dunn & Crutcher LLP, 2100 McKinney Avenue, Suite 1100, Dallas, Texas 75201.

3. “Counsel” means both Class Counsel and Cal-Maine’s Counsel, as defined in Paragraphs 1 and 2 above.

4. “Claims Administrator” shall mean the Garden City Group, Inc.

5. “Class Member” or “Class” shall mean each member of the settlement class, as defined in Paragraph 20 of this Agreement, who does not timely elect to be excluded from the Class, and includes, but is not limited to, Plaintiffs.

6. “Class Period” shall mean the period from and including January 1, 2000 up to and including the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.

7. “Defendant(s)” shall refer to the parties listed as defendants in the Third Consolidated Amended Complaint filed on January 4, 2013 and each of their corporate parents, subsidiaries, and affiliated companies.

8. “Egg Products” shall mean the whole or any part of Shell Eggs that have been removed from their shells and then processed, with or without additives, into dried, frozen or liquid forms.

9. “Final Approval” shall mean the definition given to that phrase in Paragraph 25 hereof.

10. “Non-Settling Defendants” shall refer to Defendants other than Cal-Maine.

11. “Other Settling Defendants” shall refer to Moark LLC, Norco Ranch, Inc., Land O’Lakes, Inc. and Sparboe Farms, Inc.

12. “Plaintiffs” shall mean each of the following proposed named Class representatives: T.K. Ribbing’s Family Restaurant, LLC; Eby-Brown Company LLC; Goldberg and Solovy Foods, Inc.; Karetas Foods, Inc.; Nussbaum-SF, Inc.; Somerset Industries, Inc.; Wixon, Inc.; John A. Lisciandro d/b/a/ Lisciandro’s Restaurant, and SensoryEffects Flavor Co. d/b/a SensoryEffects Flavor Systems.

13. “Producer” shall mean any person or entity that owns, contracts for the use of, leases, or otherwise controls hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producer.

14. “Releasees” shall refer, jointly and severally, and individually and collectively, to Cal-Maine, its parents, subsidiaries, and affiliated companies, and its past and present officers, directors, employees, agents, insurers, attorneys, shareholders, joint venturers that are neither Non-Settling Defendants nor Other Settling Defendants, partners and representatives, as well as the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

15. “Releasers” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Class Members, and each of their respective past and present officers, directors, parents, subsidiaries, affiliates, partners, and insurers, and to the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

16. “Settlement Amount” shall refer to \$28,000,000 (twenty-eight million) U.S. dollars.

17. “Settlement Fund” shall refer to the funds accrued in the escrow account established in accordance with Paragraph 34 below.

18. “Shell Eggs” shall mean eggs produced from caged birds that are sold in the shell for consumption or for breaking and further processing, excluding “specialty” Shell Eggs (certified organic, nutritionally enhanced, cage free, free range, and vegetarian fed types) and “hatching” Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).

19. “Cal-Maine’s Total Sales” shall mean the sum of the annual U.S. sales by Cal-Maine of Shell Eggs and Egg Products, excluding sales to Producers, for the years during the Class Period, to be mutually agreed upon by Counsel.

B. Settlement Class Certification

20. The parties to this Agreement hereby stipulate for purposes of settlement only that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied, and, subject to Court approval, the following Class shall be certified for settlement purposes only as to Cal-Maine:

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.

C. Approval of this Agreement and Dismissal of Claims

21. Plaintiffs and Cal-Maine shall use their best efforts to effectuate this Agreement, including cooperating in promptly seeking Court approval of this Agreement and securing both the Court's certification of the Class and the Court's approval of procedures, including the giving of Class notice under Federal Rules of Civil Procedure 23(c) and (e), to secure the prompt, complete, and final dismissal with prejudice of the Action as to Cal-Maine.

22. Within two (2) days after the execution of this Agreement by Cal-Maine, Counsel shall jointly file with the Court a stipulation for suspension of all proceedings against Cal-Maine in the Action pending approval of this Agreement. Within twenty (20) days after execution of the Agreement by Cal-Maine, Plaintiffs shall submit to the Court a motion (the “Motion”): for preliminary approval of the Agreement and certification of a Class for settlement purposes (“Preliminary Approval”), and authorization to disseminate notice of Class certification and the settlement. The Motion shall include: (a) the proposed definition of the Class for settlement purposes as set forth in Paragraph 20 of this Agreement; (b) a proposed form of, method for, and date of dissemination of notice; and (c) a proposed schedule for the filing of Plaintiffs’ Motion for Fees and Expenses and incentive awards for class representatives, the filing of a Motion to approve finally the Settlement Agreement, and a final fairness hearing; and (d) a proposed form of order preliminarily approving the Settlement and certifying the class for settlement purposes. The text of the items referred to in clauses (a) through (d) above shall be proposed by Plaintiffs subject to the agreement of Cal-Maine, which agreement shall not be unreasonably withheld. After Preliminary Approval, and subject to approval by the Court of the means for dissemination of notice, individual notice of the Agreement (“Class Notice”) shall be mailed to persons and entities who are located in the United States and who purchased Shell Eggs or Egg Products directly from Cal-Maine, any Non-Settling Defendant(s) in the Action, or Other Settling Defendants during the Class Period that: are identified by Cal-Maine; were previously identified by Other Settling Defendants; and are identified by Plaintiffs and Plaintiffs’ Counsel or Non-Settling Defendants in the Action. In addition, after Preliminary Approval, and subject to Court approval of the

means for dissemination of notice, Class Notice shall also be published once in the *Wall Street Journal* and in such other trade journals targeted towards direct purchasers of Shell Eggs and Egg Products, if any, proposed by Class Counsel, subject to the agreement of Cal-Maine, which agreement shall not be unreasonably withheld. Within twenty (20) days after the Execution Date, Cal-Maine shall supply to Class Counsel at Cal-Maine's expense and in such form as kept in the regular course of business (electronic format if available) such names and addresses of potential Class Members as it has. If practicable and approved by the Court, Plaintiffs may combine dissemination of notice of the certification of the Class for settlement purposes and the Agreement with the dissemination of notice of other settlement agreements that may be reached with other Defendants in the Action.

23. Within twenty (20) days of the date on which the Court preliminarily approves the Agreement and certifies a Class for settlement purposes, Cal-Maine shall provide to Plaintiffs (to the extent that such data have not already been produced by Cal-Maine in discovery in the Action) in a text delimited format, Cal-Maine's sales data over the Class Period sufficient to show the dollar volume of annual sales of Shell Eggs and Egg Products to each of Cal-Maine's customers during the Class Period. Within twenty (20) days after expiration of the deadline established by the Court and set forth in the notice by which potential Class Members must request exclusion from the Settlement Class ("Opt-Out Deadline"), Plaintiffs shall provide Cal-Maine, through Cal-Maine's Counsel, a written list of all potential Class Members that have exercised their right to request exclusion from the Class, the dollar volume of purchases of Shell Eggs and Egg Products during the Class Period for each such potential Class Member and the

percentage that each such potential Class Member's purchases represents of Cal-Maine's Total Sales as reflected in the data Cal-Maine shall have produced pursuant to this paragraph.

24. Plaintiffs shall, in accordance with the schedule set forth in the Preliminary Approval Order, seek entry of an order and final judgment, the text of which shall be proposed by Plaintiffs subject to the agreement of Cal-Maine, which agreement shall not be unreasonably withheld:

- a. As to the Action, approving finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- b. Directing that, as to Cal-Maine, the Action be dismissed with prejudice and, except as explicitly provided for in this Agreement, without costs;
- c. Reserving to the United States District Court for the Eastern District of Pennsylvania exclusive jurisdiction over the Settlement and this Agreement, including the administration and consummation of this settlement;
- d. Determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay, and directing that the final judgment of dismissal as to Cal-Maine shall be entered; and
- e. Requiring Class Counsel to file with the Clerk of the Court a record of potential Class Members that timely excluded themselves from the Class, and to provide a copy of the record to counsel for Cal-Maine.

25. This Agreement shall become final only when (a) the Court has entered an order finally approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure; (b) the Court has entered final judgment dismissing the Action against Cal-Maine on the merits with prejudice as to all Class Members and without costs, and (c) the time for appeal or to seek permission to appeal from the Court's approval of this

Agreement and entry of a final judgment as described in clause (b) above has expired or, if appealed, approval of this Agreement and the final judgment have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review (“Final Approval”). It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining if the conditions for Final Approval have been satisfied. On the Execution Date, Plaintiffs and Cal-Maine shall be bound by the terms of this Agreement, and the Agreement shall not be rescinded except in accordance with Paragraphs 30 and 31 of this Agreement.

D. Release and Discharge

26. In addition to the effect of any final judgment entered in accordance with this Agreement, upon Final Approval of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether Class, individual or otherwise in nature, that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, arising out of or resulting from: (i) any agreement or understanding between or among two or more Producers of eggs, including any Defendants, including any entities or individuals that may later be added as a defendant to the Action, (ii) the reduction or restraint of supply, the reduction of or restrictions on production capacity, or (iii) the pricing, selling, discounting, marketing, or distributing of Shell Eggs and Egg Products in the United States or elsewhere, including

but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, whether or not concealed or hidden, in the Complaints filed in the Action (the “Complaints”), which in whole or in part arise from or are related to the facts and/or actions described in the Complaints, including under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, fraud, RICO, civil conspiracy law, or similar laws, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq., from the beginning of time to the date on which the Court enters an order preliminarily approving the Settlement and certifying a Class for settlement purposes (the “Released Claims”). Releasers shall not, after the date of this Agreement, seek to recover against any of the Releasees for any of the Released Claims. Notwithstanding anything in this Paragraph, Released Claims shall not include, and this Agreement shall not and does not release, acquit or discharge, claims based solely on purchases of Shell Eggs and Egg Products outside of the United States on behalf of persons or entities located outside of the United States at the time of such purchases. This Release is made without regard to the possibility of subsequent discovery or existence of different or additional facts.

27. Each Releaser waives California Civil Code Section 1542 and similar or comparable present or future law or principle of law of any jurisdiction. Each Releaser hereby certifies that he, she, or it is aware of and has read and reviewed the following provision of California Civil Code Section 1542 (“Section 1542”): “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” The provisions of the release

set forth above shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. Each Releasor 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 that are the subject matter of this Settlement Agreement, but each Releasor hereby expressly and fully, finally and forever waives and relinquishes, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent, claim whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts, as well as any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other or different facts.

28. In addition to the provisions of Paragraphs 26 and 27, each Releasor hereby expressly and irrevocably waives and releases, upon this Agreement becoming finally approved by the Court, any and all defenses, rights, and benefits that each Releasor may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained in Paragraphs 26 and 27. Each Releasor also expressly and irrevocably waives any and all defenses, rights, and benefits that the Releasor may have under any similar statute in effect in any other jurisdiction that, absent such waiver, might limit the extent or effect of the release.

29. The release and discharge set forth in Paragraphs 26 through 28 herein do not include claims relating to payment disputes, physical harm, defective product, or bodily injury (the “Excepted Claims”) and do not include any Non-Settling Defendant or Other Settling Defendant.

E. Rescission

30. If the Court refuses to approve this Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 25 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed, then Cal-Maine and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety within ten (10) days of the action giving rise to such option. If this Agreement is rescinded, within ten (10) days of both the notice of rescission to Class Counsel and the Escrow Agent and Cal-Maine’s written instructions to the Escrow Agent, all amounts in the escrow account created pursuant to Paragraph 34 hereof, less any expenses authorized pursuant to this Agreement, shall be wire transferred to Cal-Maine, pursuant to its instructions; provided, however, that simultaneous with its written instructions to the Escrow Agent, Cal-Maine shall provide to Class Counsel notice of such instructions, and Class Counsel shall, within five days of receipt of such notice, notify the Escrow Agent of any objections to Cal-Maine’s instructions and funds shall not be wired until expiration of that objection deadline. If Class Counsel object, the provisions of Article First, subsection h of the Escrow Agreement shall govern.

31. If Class Counsel notify Cal-Maine, pursuant to Paragraph 23, that Class Members whose combined annual purchases of Shell Eggs and/or Egg Products from Cal-Maine over the Class Period equal or exceed a percentage of Cal-Maine's Total Sales set forth in a Supplemental Agreement signed by the parties ("Opt-Out Threshold") have requested exclusion from this Agreement ("Excluded Class Members"), Cal-Maine shall have the right and option, within fifteen (15) days after receipt of such notice, to rescind the Agreement. The parties intend that the Supplemental Agreement shall be specifically disclosed to the Court and offered for in camera inspection by the Court at or prior to entry of the Preliminary Approval Order, but, subject to the Court's approval, it shall not be filed with the Court before the expiration of the Opt-Out Deadline unless ordered otherwise by the Court. The parties shall seek to keep the Opt-Out Threshold confidential before the Opt-Out Deadline. In the event that the Court directs that the Supplemental Agreement be filed prior to the Opt-Out Deadline, no party shall have any right to any relief by reason of such disclosure. Cal-Maine shall give written notice to Class Counsel to invoke rights under this Paragraph to rescind the Agreement. If this Agreement is rescinded, subject to the terms of the Supplemental Agreement, all amounts in the escrow created pursuant to Paragraph 34 hereof, less any expenses, fees, or taxes authorized pursuant to this Agreement, shall be wire transferred to Cal-Maine, pursuant to its instructions to the Escrow Agent; provided, however, that simultaneous with its written instructions to the Escrow Agent, Cal-Maine shall provide to Class Counsel notice of such instructions, and Class Counsel shall, within five days of receipt of such notice, notify the Escrow Agent of any objections to Cal-Maine's instructions and funds shall not

be wired until expiration of that objection deadline. If Class Counsel object, the provisions of Article First, subsection h of the Escrow Agreement shall govern.

32. In the event of rescission, if Final Approval of this Agreement is not obtained, or if the Court does not enter the final judgment provided for in Paragraph 25 of this Agreement, Class Counsel and Cal-Maine agree that this Agreement, including its exhibits, and any and all negotiations, documents, information, and discussions associated with it shall be without prejudice to the rights of Cal-Maine or Plaintiffs, shall not be deemed or construed to be an admission or denial, or evidence or lack of evidence of any violation of any statute or law or of any liability or wrongdoing, or of the truth or falsity of any of the claims or allegations made in this Action in any pleading, and shall not be used directly or indirectly, in any way, whether in this Action or in any other proceeding, unless such documents and/or information is otherwise obtainable by separate and independent discovery permissible under the Federal Rules of Civil Procedure.

33. Class Counsel further agree that in the event of rescission the originals and all copies of any notes, memos or records related to the Factual Information Obligations pursuant to paragraph 40 shall be returned to Cal-Maine at Cal-Maine's expense or destroyed by Class Counsel at their own expense, provided however that such attorney notes, memoranda or records may be destroyed rather than produced if an affidavit of such destruction is promptly provided by Class Counsel to Cal-Maine's counsel.

F. Payment

34. Cal-Maine shall pay or cause to be paid the Settlement Amount in settlement of the Action. The Settlement Amount shall be wire transferred by Cal-Maine

or its designee within twenty (20) days of the Execution Date into the Settlement Fund, which shall be established as an escrow account at a bank agreed to by Class Counsel and Cal-Maine's Counsel, which agreement shall not be unreasonably withheld, and administered in accordance with the Escrow Agreement attached hereto as Exhibit A.

35. Each Class Member shall look solely to the Settlement Amount for settlement and satisfaction, as provided herein, of all claims released by the Releasors pursuant to this Agreement.

36. Class Counsel may seek an award of attorneys' fees and reasonable litigation expenses and incentive awards for class representatives approved by the Court, to be paid out of the Settlement Amount after the Final Approval of the Agreement. Cal-Maine agrees not to object to Class Counsel's petition to the Court for payment of attorneys' fees, costs, expenses, and incentive awards for class representatives from the Settlement Amount. Except to the extent that the Court may award attorneys' fees and litigation expenses to be paid out of the Settlement Amount, Cal-Maine shall have no obligation to pay any fees or expenses for Class Counsel.

37. Upon entry of an order by the Court approving the request for an award of attorneys' fees and expenses and incentive awards for class representatives ("Attorneys' Fees Order") made pursuant to Paragraph 36 above, attorneys' fees may be distributed from the Settlement Fund pursuant to the terms of the fee order, provided however that any Class Counsel seeking to draw down their share of the attorneys' fees prior to Final Approval and the Attorneys' Fees Order becoming final shall secure the repayment of the amount drawn down by a letter of credit or letters of credit on terms, amounts, and by banks acceptable to Cal-Maine, which acceptance shall not be unreasonably withheld.

The Attorneys' Fees Order becomes final when the time for appeal or to seek permission to appeal from the Attorneys' Fees Order has expired or, if appealed, has been affirmed by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

38. In order to receive distribution of funds pursuant to Paragraph 36 prior to Final Approval and the Attorneys' Fees Order becoming final above, each Class Counsel shall be required to provide the Claims Administrator the approved letter(s) of credit in the amount of Class Counsel's draw-down, and shall be required to reimburse the Settlement Fund within thirty (30) days all or the pertinent portion of the draw-down with interest, calculated as the rate of interest published in the *Wall Street Journal* for 3-month U.S. Treasury Bills as of the close on the date that the draw-down was distributed, if Final Approval is not granted or if the award of attorneys' fees is reduced or overturned on appeal. The Claims Administrator may present the letter(s) of credit in the event the Class Counsel fails to honor the obligation to repay the amount withdrawn.

39. Disbursements for any payments and expenses incurred in connection with taxation matters relating to this Settlement Agreement shall be made from the Settlement Amount pursuant to section I of this Agreement upon written notice to the Escrow Agent by Class Counsel of such payments and expenses, and such amounts shall not be refundable to Cal-Maine in the event that this Settlement Agreement is disapproved, rescinded, or otherwise fails to become effective.

G. Factual Information Obligations

40. Cal-Maine agrees that, as soon as practicable after the Execution Date, Cal-Maine's Counsel shall make themselves available to Class Counsel to provide

information concerning Cal-Maine's knowledge, and that of its directors, officers, employees and agents, of the facts relating to documents, witnesses, meetings, communications, conduct and events at issue in the Action (the "Proffer"). Plaintiffs and Class Counsel agree that they shall maintain all statements made by Cal-Maine's Counsel under this paragraph as strictly confidential and that they shall not use directly or indirectly the information so received for any purpose other than prosecution of the Action and that such information may not be used to prosecute any claim or action against Releasees. Class Counsel may use information contained in the Proffer in the prosecution of the Action without attributing the source of the information. Class Counsel agree, unless ordered by a court and consistent with due process, that under no circumstances shall information or documents be shared with any person, counsel, Class Counsel or Plaintiffs' Counsel who is also (i) counsel for any plaintiff in any state or federal action against one or more of the Releasees, (ii) counsel for any plaintiff or Class Member that elects to opt out of the proposed class for settlement purposes under this Agreement or from a litigation class that may be certified, (iii) any counsel representing or advising indirect purchasers of Shell Eggs or Processed Eggs, or (iv) any third party not associated with Class Counsel in this Action except in connection with prosecution of this Action. At the conclusion of the Action, Class Counsel shall destroy all notes, memoranda, or records related to the Proffer, and any copies thereof, and shall certify in writing to Cal-Maine Plaintiffs' compliance with this requirement.

41. Cal-Maine shall, upon request by Class Counsel, clarify transactional and other data produced by Cal-Maine in discovery in the Action, including providing, if necessary and appropriate, follow-up information in response to questions Plaintiffs may

have concerning such data. Class Counsel agrees to use reasonable efforts to minimize the burden of any such clarification or follow-up requests.

42. Prior to trial in this Action, Cal-Maine shall, at the request of Class Counsel and through reasonable means (including, but not limited to, affidavits and declarations by persons qualified to testify as to authenticity) establish the authenticity of documents or business records produced by Cal-Maine, and, to the extent possible, any documents produced by Non-Settling Defendants or the alleged co-conspirators in this Action authored or created by Cal-Maine or sent to or received by Cal-Maine. Class Counsel agree to use reasonable efforts to minimize the burden to Cal-Maine of any such authentication or business records testimony.

43. Upon the request of Class Counsel, Cal-Maine shall make available from among its current or former directors, officers or employees a representative who Cal-Maine and Class Counsel believe in good faith to have knowledge regarding Plaintiffs' claims as alleged in the Action to testify at trial regarding facts or issues that remain in dispute at the time of trial.

H. Notice of Settlement to Class Members

44. Class Counsel shall take all necessary and appropriate steps to ensure that notice of this Settlement Agreement ("Notice") and the date of the hearing scheduled by the Court to consider the fairness, adequacy, and reasonableness of this Agreement is provided in accordance with the Federal Rules of Civil Procedure and any Court orders. Class Counsel will undertake all reasonable efforts to obtain from Non-Settling Defendants the names and addresses of those persons that purchased Shell Eggs or Egg Products directly from any Non-Settling Defendant during the Class Period. Class Notice

will be issued after Preliminary Approval by the Court and subject to any Court orders regarding the means of dissemination of notice.

45. Subject to court approval, disbursements for any payments and expenses incurred in connection with the costs of Notice and administration of the Settlement Agreement by the Claims Administrator shall be made from the Settlement Amount upon written notice to the Escrow Agent by Class Counsel of such payments and expenses, and such amounts, up to a maximum of \$350,000, shall not be refundable to Cal-Maine in the event that this Settlement Agreement is disapproved, rescinded, or otherwise fails to become effective.

I. Taxes

46. Class Counsel shall be solely responsible for directing the Claims Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Amount. Further, Class Counsel shall be solely responsible for directing the Escrow Agent to make any tax payments, including interest and penalties due, on income earned by the Escrow Funds (“Tax Expenses”). Class Counsel shall be entitled to direct the Escrow Agent in writing to pay customary and reasonable Tax Expenses, including reasonable professional fees and expenses incurred in connection with carrying out their responsibilities as set forth in this Paragraph, from the applicable Escrow Fund by notifying the Escrow Agent in writing and as provided in paragraph 39 herein. Cal-Maine shall have no responsibility to make any tax filings relating to this Settlement Agreement.

47. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the

Settlement Amount shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Settlement Amount (including, without limitation, all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B 2(1)).

48. The parties to this Agreement and their Counsel shall treat, and shall cause the Claims Administrator to treat, the Settlement Amount as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B 1. In addition, the Claims Administrator and, as required, the parties, 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 the Claims Administrator 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 Agreement shall be interpreted in a manner that is consistent with the Settlement Amount being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B 1.

J. Miscellaneous

49. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Action against any Non-Settling Defendant or any potential defendant other than the Releasees. All rights of any Class Member against Non-Settling Defendants or any other person or entity other than the Releasees are specifically reserved by Plaintiffs and the Class Members. The sales of Shell Eggs and

Egg Products by Cal-Maine to Class Members shall remain in the case against the Non-Settling Defendants in the Action as a basis for damage claims and shall be part of any joint and several liability claims against Non-Settling Defendants in the Action or other persons or entities other than the Releasees.

50. Subject to Court approval, the United States District Court for the Eastern District of Pennsylvania shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Cal-Maine. This 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 this Agreement and the implementation, enforcement, and performance thereof. Cal-Maine otherwise retain all defenses to the Court's exercise of personal jurisdiction over Cal-Maine.

51. This Agreement, together with the Supplemental Agreement provided under paragraph 31 and incorporated by reference herein, constitutes the entire agreement among Plaintiffs (and the other Releasers) and Cal-Maine (and the other Releasees) pertaining to the settlement of the Action against Cal-Maine only, and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Cal-Maine in connection therewith. In entering into this Agreement, Plaintiffs and Cal-Maine have not relied upon any representation or promise made by Plaintiffs or Cal-Maine not contained in this

Agreement. This Agreement may be modified or amended only by a writing executed by Plaintiffs and Cal-Maine and approved by the Court.

52. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasers and Releasees. Without limiting the generality of the foregoing: (a) each and every covenant and agreement made herein by Plaintiffs, Class Counsel, or Plaintiffs' Counsel shall be binding upon all Class Members and Releasers; and (b) each and every covenant and agreement made herein by Releasees shall be binding upon all Releasees.

53. This Agreement may be executed in counterparts by Class Counsel and Cal-Maine's Counsel, and an electronically-scanned (in either .pdf or .tiff format) signature will be considered an original signature for purposes of execution of this Agreement.

54. The headings in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

55. In the event this Agreement is not approved or is terminated, or in the event that the order and final judgment approving the settlement is entered but is substantially reversed, modified, or vacated, the pre-settlement status of the litigation (including, without limitation, any applicable tolling of all statutes of limitations) shall be restored, and the Agreement shall have no effect on the rights of Cal-Maine or Plaintiffs to prosecute or defend the pending Action in any respect, including the right to litigate fully the issues related to Class certification, raise personal jurisdictional defenses, or any other defenses, which rights are specifically and expressly retained by Cal-Maine.

56. Neither Cal-Maine nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions 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 of this Agreement.

57. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Class Members, Releasers, Cal-Maine, and Releasees any right or remedy under or by reason of this Agreement.

58. Any putative Class Member that does not opt out of the Class created pursuant to the Agreement may remain in the Class without prejudice to the right of such putative Class Member to opt out of any other past, present, or future settlement class or certified litigation class in the Action.

59. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by electronic mail or overnight delivery to:

For the Class:

Steven A. Asher
WEINSTEIN KITCHENOFF & ASHER LLC
1845 Walnut Street, Suite 1100
Philadelphia, PA 19103
asher@wka-law.com

For Cal-Maine:

Veronica S. Lewis
GIBSON, DUNN & CRUTCHER LLP
2100 McKinney Avenue, Suite 1100
Dallas, TX 75201
vlewis@gibsondunn.com

60. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: August 2, 2013

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(On Behalf of Cal-Maine Foods, Inc.)

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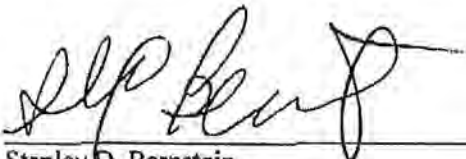
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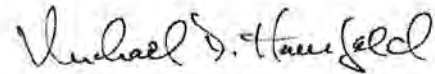
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(On Behalf of Cal-Maine Foods, Inc.)

EXHIBIT 2

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

IN RE: PROCESSED EGG PRODUCTS :
ANTITRUST LITIGATION : MULTIDISTRICT LITIGATION
:
:
:
:
THIS DOCUMENT APPLIES TO ALL : No. 08-md-2002
DIRECT PURCHASER ACTIONS :

O R D E R

(1) GRANTING PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER PLAINTIFFS AND CAL-MAINE FOODS, INC.; (2) CERTIFYING THE CLASS FOR PURPOSES OF SETTLEMENT; (3) GRANTING LEAVE TO FILE MOTION FOR FEES AND EXPENSES; (4) GRANTING PRELIMINARY APPROVAL OF THE PROPOSED AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER PLAINTIFFS AND SPARBOE FARMS, INC.; AND (5) APPROVING THE PARTIES' NOTICE PLAN

AND NOW, this 28th day of February, 2014, upon consideration of Direct Purchaser Plaintiffs' Motion for Preliminary Approval of Class-Action Settlement with Defendant Cal-Maine Foods, Inc., for Certification of Class Action for Purposes of Settlement, and for Leave to File Motion for Fees and Expenses (Docket No. 848) and Direct Purchaser Plaintiffs' Motion for (1) Preliminary Approval of Amendment to the Sparboe Settlement Agreement, and (2) Approval of Notice Plan for the Proposed Cal-Maine Settlement Agreement & Proposed Sparboe Amendment (Docket No. 853), and following a hearing on these Motions on February 26, 2014, it is **HEREBY ORDERED and DECREED** that:

1. Direct Purchaser Plaintiffs' Motion for Preliminary Approval of Class-Action Settlement with Defendant Cal-Maine Foods, Inc., for Certification of Class Action for Purposes of Settlement, and for Leave to File Motion for Fees and Expenses (Docket No. 848) is GRANTED.

2. The background of this consolidated multidistrict litigation has been extensively recounted elsewhere. Defendants, some of the nation's largest egg producers, including Cal-Maine Foods, Inc. ("Cal-Maine") and Sparboe Farms, Inc. ("Sparboe"), allegedly conspired to reduce egg output and thus fix, raise, maintain, and/or stabilize the prices of eggs and egg products in the United States. Direct Purchaser Plaintiffs allegedly paid higher prices as a result of this conspiracy, and they now seek treble damages, injunctive relief, attorneys' fees, and costs. Earlier in this litigation, Direct Purchaser Plaintiffs reached settlement agreements, for which the Court granted final approval in 2012, with the Moark Defendants and Sparboe. *See generally, e.g., In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249 (E.D. Pa. 2012) (Moark); *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278 (E.D. Pa. 2012) (Sparboe).

3. After a year and a half of arm's-length negotiations between experienced counsel, facilitated by a neutral mediator; mature fact discovery of over one million documents; and commencement of deposition of fact witnesses, the Direct Purchaser Plaintiffs and Cal-Maine have reached a Settlement Agreement ("Cal-Maine Settlement Agreement," Docket No. 848-2, Ex. A) for which they now seek the Court's preliminary approval.

4. The Cal-Maine Settlement Agreement defines the Settlement Class as follows:

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.

5. The Cal-Maine Settlement Agreement establishes \$28 million as the Settlement Amount. Class members will receive distributions from the Settlement Amount based pro-rata on each Class member's purchases, and the cost of the Notice Plan and any award of attorneys' fees and litigation expenses will be paid from the Settlement Amount.

6. The Cal-Maine Settlement Agreement also requires Cal-Maine to provide an attorney proffer related to Cal-Maine's knowledge, and that of its directors, officers, employees, and agents, of the facts relating to documents, witnesses, meetings, communications, conduct, and events at issue in this litigation. Cal-Maine agrees to provide, via the proffer by Cal-Maine's attorney, information related to transactional data, to authenticate documents sent and received by Cal-Maine, and to make a witness available to testify on facts and issues in dispute at the time of trial.

7. In exchange for the Settlement Amount, the Direct Purchaser Plaintiffs release Cal-Maine from any and all claims they raised or could have raised regarding any agreement or understanding among Defendant Producers; the reduction or restraint of supply; or the pricing, selling, discounting, marketing, or distributing of Shell Eggs and Egg Products.

8. The preliminary approval determination requires the Court to consider whether "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the

proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003) (citing *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785-86 (3d Cir. 1995)); see also *In re Cendant Corp. Litig.*, 264 F.3d 201, 233 n. 18 (3d Cir. 2001). If, after consideration of those factors, a court concludes that the settlement should be preliminarily approved, “an initial presumption of fairness” is established. *In re Linerboard*, 292 F.Supp.2d at 638 (citing *In re Gen. Motors Corp.*, 55 F.3d at 785). Here, based on these factors, the Court concludes that the Proposed Cal-Maine Settlement Agreement falls within the range of reasonableness.

9. In addition, where, as here, the Court has not already certified a class, the Court must also determine whether the proposed settlement class satisfies the requirements of Rule 23. *Amchem v. Windsor*, 521 U.S. 591, 620 (1997). At the preliminary approval stage, the Court may conditionally certify the class for purposes of providing notice. David F. Herr, *Annotated Manual for Complex Litigation* § 21.632 (West, 4th ed. 2013) (“The judge should make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).”). Accordingly, at this stage, the Court must determine whether the proposed class should be conditionally certified, and leave the final certification decision for the Fairness Hearing.

- a. Rule 23(a) requires that the parties moving for class certification demonstrate that “(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect

the interests of the class.” Fed. R. Civ. P. 23(a). Accordingly, the Court finds that:

- i. The members of the Cal-Maine Settlement Class, defined above, are ascertainable from objective criteria, such as Cal-Maine’s records, and that they are so numerous that their joinder before the Court would be impracticable.
 - ii. The commonality requirement is satisfied insofar as Direct Purchaser Plaintiffs have alleged one or more questions of fact and law common to the Cal-Maine Settlement Class, including whether Cal-Maine violated federal antitrust law.
 - iii. The Class Representatives have claims that are typical of the claims of the Class, because the Representatives’ claims rely on the same legal theories and arise from the same illegal agreement. All putative Class members were direct purchasers of Shell Eggs or Egg Products, as reflected in the two SubClasses.
 - iv. The requirement of adequacy of representation is met because Class Counsel are extensively experienced litigators and there are no apparent conflicts of interest.
- b. Under Federal Rule of Civil Procedure 23(b)(3), a class action may be maintained if “the court finds that the questions of law or fact common to class members 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.” Fed R. Civ. P. 23(b)(3). The Court finds that this requirement is met.

10. The Court makes no determination concerning the manageability of this action as a class action if it were to go to trial. *See In re Cmty. Bank of N. Va.*, 418 F.3d 277, 306 (3d Cir. 2005).

11. Direct Purchaser Plaintiffs' request for leave to file a Motion for Attorneys' Fees and Litigation Expenses is GRANTED and such Motion shall be filed according to the schedule set out below. Interim Co-Lead Counsel for Direct Purchaser Plaintiffs shall include in the text of their proposed Direct Mail Notice and Publication Notice of the Settlement Agreement the deadline by which Direct Purchaser Plaintiffs must file their Motion for Attorneys' and Litigation Expenses and a statement that Class members may review the Motion for Attorneys' Fees and Litigation Expenses at the www.eggproductssettlement.com website prior to the objection and opt-out deadlines set forth below.

12. Direct Purchaser Plaintiffs' Motion for (1) Preliminary Approval of Amendment to the Sparboe Settlement Agreement, and (2) Approval of Notice Plan for the Proposed Cal-Maine Settlement Agreement & Proposed Sparboe Amendment (Docket No. 853) is GRANTED.

13. The Sparboe Settlement Agreement contains a provision requiring the Sparboe Settlement Class Period to expand to meet the characteristics of more expansive definitions in any subsequent settlements with other Defendants (Docket No 172-2, -3, at ¶ 31). Accordingly, because the Proposed Cal-Maine Settlement Agreement class runs from January 1, 2000, to the date of this Order, the Sparboe Settlement Class Period must also be temporally extended to the date of this Order, as reflected in the Proposed Sparboe Amendment.

- a. Under the Proposed Sparboe Amendment, any existing members of the Sparboe Settlement Class, as well as any class members who become members of the Sparboe Settlement Class solely because of the expansion of the Class Period, may object to the Sparboe Amendment. Persons or entities

who become members of the Sparboe Settlement Class solely on account of the expansion of the Class Period may opt out.

- b. Pursuant to the Sparboe Settlement Agreement, Sparboe shall bear none of the cost of notice of the Proposed Sparboe Amendment. Notice of the Proposed Sparboe Amendment shall be provided together with notice of the Proposed Cal-Maine Settlement Agreement, as detailed below.

14. The Court finds, consistent with its earlier findings, *see generally* 284 F.R.D. 249; 284 F.R.D. 278, that the Proposed Sparboe Amendment is sufficiently fair, reasonable, and adequate so as to warrant preliminary approval and dissemination of notice of the Amendment.

15. **The Court hereby approves the Proposed Notice Plan for the Proposed Cal-Maine Settlement Agreement and the Proposed Sparboe Amendment as “the best notice that is practicable under the circumstances,” as required by Federal Rule of Civil Procedure 23(c)(2)(B).** The Notice Plan includes Direct Mail Notice, Publication Notice, a website, and a toll-free hotline.

16. **The Notice Plan, the Proposed Cal-Maine Settlement Agreement, and the Proposed Sparboe Amendment shall proceed in the following manner and on the following schedule:**

- a. **Garden City Group (“GCG”) is appointed Claims Administrator and is approved to implement the Notice Plan and to administer claims under the Cal-Maine Settlement Agreement and Sparboe Amendment.**
- b. **By March 28, 2014,** each Defendant shall provide to GCG a supplemental production that shall include the names and addresses of all customers in the United States (i) to whom that Defendant sold Shell Eggs or Egg Products in

the United States between the date of that Defendant's most recent customer name and address production to GCG and the date of the entry of this Order; and (ii) that were not included in that Defendant's most recent customer name and address production to GCG. The customer information transmitted by Defendants to GCG:

- i. Shall be produced in a mutually agreeable electronic format or, if not available electronically, in the form in which such information is regularly maintained;
 - i. shall be treated as confidential, and shall only be used by GCG for purposes of creating and maintaining a customer database and for disseminating notice; and
 - ii. shall not be shared with Direct Purchaser Plaintiffs, Indirect Purchaser Plaintiffs, their counsel, or their experts.
- c. **By May 2, 2014**, GCG shall send notice by U.S. First Class mail, postage prepaid, to all individuals whose names and addresses were produced by Defendants to GCG (Direct Mail Notice). The Direct Mail Notice shall be in substantially the same format as that proposed at Docket No. 853-3.
- d. GCG shall publish notice (Publication Notice) in substantially the same format as that proposed at Docket No. 853-4, as follows:
 - i. **By May 2, 2014**, GCG shall publish Direct Mail Notice, relevant Court documents, the Cal-Maine Settlement Agreement, the Sparboe Amendment, any Settlement updates, and answers to "Frequently Asked Questions" at www.eggproductsettlement.com.
 - ii. **By May 2, 2014**, GCG will staff a toll-free hotline, 866-881-8306, to answer any Settlement Class member's questions.

- iii. **By May 9, 2014**, on one occasion, in the National Edition of *The Wall Street Journal*, on one-sixth of the page.
- iv. **By May 9, 2014**, or as close thereto as publication schedules permit, on one occasion, in the following industry publications: Restaurants and Institutions, Restaurant Business, Convenience Store News, Hotel F&B, Nation's Restaurant News, School Nutrition, Food Service Director, Progressive Grocer, Food Manufacturing, Supermarket News, Stores, Egg Industry Magazine, Banking Buyer, Modern Baking, Food Processing, Long Term Living, and PetFood Industry.
- v. **By May 9, 2014**, GCG shall issue press releases, consisting of substantially the same language of the Publication Notice, through (a) PR Newswire and (b) 1000 journalists in the restaurant and food industry.
- vi. **By May 30, 2014**, Direct Purchaser Plaintiffs shall file an affidavit prepared by GCG that details the process engaged in by GCG to effect the Notice Plan, and confirms that the requirements regarding Direct Mail Notice, Publication Notice, the website, and the toll-free hotline have been completed in accordance with this Order.
- e. Direct Purchaser Plaintiffs shall submit their Motion for Attorneys' Fees and Litigation Expenses by **June 20, 2014**, which date shall be inserted in the Direct Mail Notice and Publication Notice.
- f. **Requests for exclusion from the Cal-Maine Settlement** must be First-Class Mail postmarked or hand-delivered to GCG, at the address indicated in the relevant notice, **by August 1, 2014**, which date shall be inserted in the Direct Mail Notice and Publication Notice.
- g. **Objections to the Sparboe Amendment** must be First-Class Mail postmarked or hand-delivered to the Court, Counsel for Direct Purchaser

Plaintiffs, and Counsel for Sparboe, at the addresses indicated in the relevant notice, **by August 1, 2014**, which date shall be inserted in the Direct Mail Notice and Publication Notice.

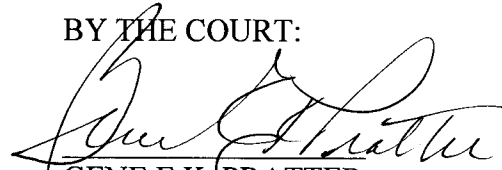
- h. **Requests for exclusion from the Sparboe Settlement, as amended by the Sparboe Amendment**, by individuals or entities who become members of the Sparboe Settlement Class solely by virtue of the Sparboe Amendment (i.e., those who had no direct purchases of Shell Eggs or Egg Products from any Producer in the United States from between January 1, 2000, and October 23, 2009, but that did not make such purchases between October 24, 2009, and the date of this Order) must be First-Class Mail postmarked or hand-delivered to GCG, at the address indicated in the relevant notice, **by August 1, 2014**, which date shall be inserted in the Direct Mail Notice and Publication Notice.
- i. **Objections to the Sparboe Amendment** by any member of the Sparboe Settlement Class, as amended, must be First-Class Mail postmarked or hand-delivered to the Court, Counsel for Direct Purchaser Plaintiffs, and Counsel for Sparboe, at the addresses indicated in the relevant notice, **by August 1, 2014**, which date shall be inserted in the Direct Mail Notice and Publication Notice.
- j. **By August 15, 2014**, the Direct Purchaser Plaintiffs must file their
 - i. Motion for Final Approval of the Cal-Maine Settlement Agreement and
 - ii. Motion for Final Approval of the Sparboe Amendment.
- k. The Court will hold a **Fairness Hearing for the Cal-Maine Settlement and the Sparboe Amendment on Thursday, September 18, 2014, at 2:00 PM**,

in Courtroom 10B, United States Courthouse, 601 Market Street, Philadelphia, PA 19106. This date shall be inserted into the Direct Mail Notice and Publication Notice. The date, time, and location of this hearing are subject to change, and Settlement Class members are advised to check www.eggproductsettlement.com for any updates.

1. **Claim Forms in the Cal-Maine Settlement** must be First-Class Mail postmarked or hand-delivered to GCG, at the address indicated in the relevant notice, **by August 1, 2014**, which date shall be inserted in the Direct Mail Notice and Publication Notice. The Claim Form shall be in substantially the same format as that proposed at Docket No. 853-5.

IT IS SO ORDERED.

BY THE COURT:



GENE E.K. PRATTER
United States District Judge

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: PROCESSED EGG PRODUCTS
ANTITRUST LITIGATION

MDL No. 2002

THIS DOCUMENT APPLIES TO ALL
DIRECT PURCHASER ACTIONS

Case No. 08-md-02002

**SUPPLEMENTAL AFFIDAVIT OF JENNIFER M. KEOUGH
REGARDING NOTICE DISSEMINATION AND CLAIMS ADMINISTRATION**

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

JENNIFER M. KEOUGH, being duly sworn, states:

1. I am Chief Operating Officer of The Garden City Group, Inc. (“GCG”). I have over 20 years of experience working in the legal field. The overwhelming majority of that time has been spent managing complex projects and class action administration. The following statements are based on my personal knowledge and information provided by other experienced GCG employees working under my supervision, and if called on to do so, I could and would testify competently thereto.

2. GCG is a recognized leader in legal administration services for class action settlements, bankruptcy cases and legal noticing programs. GCG has operational offices in the following locations: Lake Success, New York; New York, New York; Seattle, Washington; Chicago, Illinois; Dublin, Ohio; Tallahassee, Florida; Lake Oswego, Oregon; Los Angeles, California; New Orleans, Louisiana; and Hammond, Louisiana. GCG has a

staff of more than 1,000, including lawyers, a team of software engineers, call center professionals, notice and media experts, in-house legal advertising specialists and graphic artists with extensive website design experience.

3. GCG has a considerable amount of expertise in class action administration and the development of notice programs. In its history of over 25 years, our team has served as administrator for over 2,500 cases. GCG has mailed over 290 million notices, disseminated over 800 million emails, handled over 28 million phone calls, processed over 50 million claims, and distributed over \$35 billion in benefits. GCG's legal notices have appeared in more than 40 languages in approximately 170 countries.

4. Pursuant to Paragraph 16(a) of the Court's February 28, 2014 Order (1) Granting Preliminary Approval of the Proposed Settlement Agreement Between Direct Purchaser Plaintiffs and Cal-Maine Foods, Inc.; (2) Certifying the Class for Purposes of Settlement; (3) Granting Leave to File Motion for Fees and Expenses; (4) Granting Preliminary Approval of the Proposed Amendment to Settlement Agreement Between Direct Purchaser Plaintiffs and Sparboe Farms, Inc.; and (5) Approving the Parties' Notice Plan (the "Order"), GCG was appointed by the Court in the above-captioned litigation (the "Litigation") to act as Claims Administrator and to implement a legal notice program ("Notice Plan") to inform Class Members of a proposed class action settlement between Plaintiffs and Defendant Cal-Maine Foods, Inc. ("Cal-Maine"), as well as an amendment to the prior settlement agreement with Sparboe Farms, Inc. ("Sparboe") expanding the class period ("Sparboe Amendment").

5. Pursuant to Paragraph 16(d)(vi) of the Order, I submit this Affidavit to report to the Court and the Parties to the Litigation, that, in compliance with the Court's Order, all

elements of the Notice Plan have been successfully implemented. The Notice Plan elements include:

- Direct notice by first-class mail to Class Members¹, which includes the long-form notice and the Cal-Maine Settlement Claim Form (collectively, the “Notice Packet”);
- Publication of short-form notice (the “Summary Notice”);
- A press release through PR Newswire;
- A dedicated website through which Class Members can obtain information concerning the Cal-Maine Settlement and the Sparboe Amendment; and
- A toll-free telephone helpline through which Class Members can obtain information concerning the Cal-Maine Settlement and the Sparboe Amendment.

DIRECT MAIL NOTICE

6. In 2010, prior to implementing notice relating to the Moark Settlement and the Sparboe Settlement, GCG received approximately 13,900 electronic records from egg producer Defendants. Pursuant to Paragraph 16(b) of the Order, Defendants were ordered to provide supplemental records not included in prior production to GCG. Between March 7, 2014 and April 2, 2014, GCG received various electronic data files from eleven named Defendants, and was advised that the files contained the lists of supplemental Class Member names and addresses. In total, GCG received 8,413 supplemental electronic records from Defendants. Pursuant to Paragraph 16(b)(i-ii) of the Order, these records are treated as confidential and utilized solely for the purpose of disseminating notice and maintaining a customer database.

¹ As defined in the Order, the Settlement Class consists of 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 February 28, 2014. Excluded from the Class 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.

7. GCG loaded the supplemental data and the prior 2010 data into a database created for the Litigation. Prior to mailing the Notice Packet, mailing addresses of potential Class Members were updated using the National Change of Address database (“NCOA”). The NCOA resulted in 976 address updates. GCG identified and excluded duplicate records. Additionally, GCG excluded known ineligible records including known records for Defendants and Producers. GCG formatted the Notice Packet, and caused it to be printed and personalized with the name and address of each known potential Class Member.

8. Pursuant to Paragraph 16(c) of the Order, GCG posted the Notice Packets for first-class mail, postage pre-paid on April 15, 2014 (the “Notice Date”). On the Notice Date, 16,796 copies of the Notice Packet were mailed via first-class mail. A copy of the Notice Packet is attached hereto as Exhibit 1.

UNDELIVERABLES

9. As of the date of this Affidavit, GCG has received 65 Notice Packets returned by the U.S. Postal Service with forwarding address information. Notice Packets returned by the U.S. Postal Service with forwarding address information were promptly re-mailed to the updated addresses provided.

10. As of the date of this Affidavit, GCG has received 2,961 Notice Packets returned by the U.S. Postal Service without forwarding address information.

NOTICE BY PUBLICATION

11. Pursuant to Paragraph 16(d)(iii) of the Order, GCG caused the Summary Notice to be published on April 8, 2014 in *The Wall Street Journal*. Additionally, pursuant to Paragraph 16(d)(iv) of the Order, the Summary Notice was published in a variety of trade magazines that specifically cater to the restaurant and food industries. The Summary Notice

published in the following trade magazines²: *Restaurant Business* (May 2014 issue), *Convenience Store News* (April 2014 issue), *Hotel F&B* (May/June 2014 issue), *Nation's Restaurant News* (April 7, 2014 issue), *FoodService Director* (May 15, 2014 issue), *Progressive Grocer* (April 2014 issue), *Food Manufacturing* (May/June 2014 issue), *Supermarket News* (April 7–20, 2014 issue), *Stores* (May 2014 issue), *Egg Industry* (April 2014 issue), *Bake*³ (April 2014 issue), *Food Processing* (April 2014 issue), *Long-Term Living* (April 2014 issue), *PetFood Industry* (May 2014 issue) and *School Nutrition* (June/July 2014 issue). Publication Notice tear sheets from the publications are attached hereto as Exhibit 2.

PRESS RELEASES

12. Pursuant to Paragraph 16(d)(v) of the Order, GCG coordinated the release of press releases, consisting of substantially the same language as the Summary Notice, on April 7, 2014. The releases were distributed over the US1 Newline and the Hispanic Newline and included distribution to over 1,000 journalists in the Restaurant and Food Industries.

WEBSITE

13. Pursuant to Paragraph 16(d)(i) of the Order, GCG established and maintains a website dedicated to this Settlement (www.EggProductsSettlement.com) to provide additional information to the Class Members and to answer frequently asked questions. Users of the website can download a Notice Packet as well as review the Order, Settlement Agreements and other relevant Court documents. The web address is set forth in the Notice Packet. The Settlement website has been operational since August 30, 2010, and is accessible 24 hours a day, 7 days a week. The website was updated to include information about the Cal-Maine

² *Restaurants and Institutions* is no longer in print.

³ *Baking Buyer* was redesignated as *Bake* in Jan 2012. *Modern Baking* is no longer in print.

Settlement and the Sparboe Amendment on April 4, 2014. Between April 4, 2014 and the date of this Affidavit, the website has received 7,348 visits.

TOLL-FREE TELEPHONE HELPLINE

14. Pursuant to Paragraph 16(d)(ii) of the Order, beginning on August 30, 2010, GCG set up and continues to maintain an automated toll-free telephone number (1-866-881-8306), where potential Class Members can obtain information about the Settlement. This toll-free number is accessible twenty-four hours a day, seven days a week. Class Members who call the toll-free number have the option of leaving a voice message requesting a return call from a call center representative. The automated toll-free number was updated to include information about the Cal-Maine Settlement and the Sparboe Amendment on April 4, 2014. Between April 4, 2014 and the date of this Affidavit, there have been 644 calls to the automated number. GCG has and will continue to expeditiously handle Class Member inquiries.

CLAIM SUBMISSIONS

15. Pursuant to Paragraph 16(l) of the Order, Class Members who wish to file a claim in the Cal-Maine Settlement are required to submit a completed Claim Form to GCG via mail postmarked or hand-delivered no later than August 1, 2014. As of the date of this Affidavit, GCG has received 470 timely Claim Forms. Class Members who previously filed a claim in the Moark Settlement are not required to file a Claim Form in the Cal-Maine Settlement for those same purchases. Class Members with valid Moark Settlement claims automatically have claims in the Cal-Maine Settlement. Including prior claims, new claims, and supplemental submissions, there are currently 1,185 claims on file in the Cal-Maine Settlement.

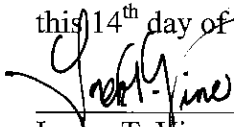
OBJECTIONS AND EXCLUSIONS

16. Pursuant to Paragraph 16(f) and Paragraph 16(h) of the Order, any Class Member who wishes to be excluded from the Cal-Maine Settlement and/or the Sparboe Settlement as amended by the Sparboe Amendment is required to submit their exclusion request to GCG postmarked or hand-delivered no later than August 1, 2014. As of the date of this Affidavit, GCG has received 61 Cal-Maine Settlement exclusion requests from Class Members. These exclusions are identified on Exhibit 3 to the Affidavit. Many of the 61 entities that requested exclusion also identified subsidiaries and related companies that should also be excluded from the settlement. These secondary exclusions are identified on Exhibit 4 to the Affidavit. GCG has not received any exclusion requests relating to the Sparboe Settlement as amended by the Sparboe Amendment.

17. Pursuant to Paragraph 16(g) and Paragraph 16(i) of the Order, any Class Member who wishes to object to the approval of the Cal-Maine Settlement and/or the Sparboe Settlement as amended by the Sparboe Amendment is required to submit their objection to the Court and the Parties, postmarked or hand-delivered no later than August 1, 2014. As of the date of this Affidavit, GCG has not directly received any objections from Class Members relating to either the Cal-Maine Settlement or the Sparboe Settlement as amended by the Sparboe Amendment.


JENNIFER M. KEOUGH

Sworn to before me in Seattle, Washington,
this 14th day of August 2014.



Loren T. Vine
Notary Public in and for the State of Washington
License No. 150937
Residing in Seattle
My Commission Expires: October 12, 2014

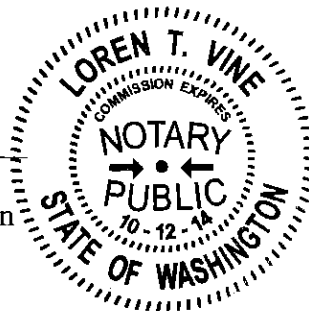


Exhibit 1

**MUST BE
POSTMARKED ON
OR BEFORE
AUGUST 1, 2014**

In re Processed Egg Products Antitrust Litigation

**c/o GCG
P.O. Box 9476
Dublin, OH 43017-4576
Toll-Free: 1 (866) 881-8306**



Control No:
Claim No:



JANE CLAIMANT
123 4TH AVE
APT 5
SEATTLE, WA 67890

REQUIRED ADDRESS INFORMATION OR CORRECTIONS	
If the pre-printed address to the left is incorrect or out of date, OR if there is no pre-printed data to the left, YOU MUST provide your current name and address here:	
Name:	<input type="text"/>
Address:	<input type="text"/>
City/State/ZIP:	<input type="text"/>

CLAIM FORM

If you are a member of one or both of the Settlement subclasses defined below ("Claimant"), you must submit a timely and valid Claim Form postmarked no later than August 1, 2014 for your claim to be considered for payment. Claim Forms should be mailed via first-class mail to the Claims Administrator at the address above.

NOTE: If you previously filed a valid and timely Claim Form for your Shell Egg or Egg Products purchases in the Moark Defendants' Settlement ("Moark Claim Form"), you need not submit a new Claim Form in the Cal-Maine Settlement for those same purchases. If you wish to receive an award for any additional purchases that post-date those included in your valid Moark Claim Form, you must still submit a Claim Form in the Cal-Maine Settlement, but it need include only those purchases that post-date or supplement those provided in your Moark Claim Form. You will still receive an award based on all of your eligible purchases over the entire Class Period. If you do not wish to receive an award for additional purchases that were not included in your Moark Claim Form, you need not submit a new Claim Form to receive an award from the Cal-Maine Settlement for purchases identified in your Moark Claim Form.

GENERAL INSTRUCTIONS

This Claim Form relates to a settlement with Defendant Cal-Maine Foods, Inc. ("Cal-Maine Settlement") in the lawsuit *In re Processed Egg Products Antitrust Litigation*, Case No. 08-md-02002, pending in the United States District Court for the Eastern District of Pennsylvania.

The Cal-Maine Settlement is for the benefit of **direct** egg purchasers only, that is, entities or individuals in the United States who bought eggs directly from egg Producers, and not those who purchased eggs indirectly such as from wholesalers, distributors, or retailers. To be eligible to share in the Cal-Maine Settlement, you must have purchased Shell Eggs and Egg Products (the whole or any part of Shell Eggs that have been removed from their shells and then processed, with or without additives, into dried, frozen or liquid forms) in the United States directly from any United States Producer, including any Defendant (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from January 1, 2000 through February 28, 2014.

Producers for the purposes of this Settlement are persons or entities that own, contract for the use of, lease, or otherwise control hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producer.

The Settlement Class consists of two subclasses. You may belong to one or both subclasses.

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 February 28, 2014.

QUESTIONS? CALL TOLL-FREE 1 (866) 881-8306

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/pages/privacy-policy.php>



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 February 28, 2014.

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.

Shell Eggs are eggs produced from caged birds that are sold in the shell for consumption or for breaking and further processing, but exclude "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage free, free range, and vegetarian-fed types) and "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).

"Egg Products" are the whole or any part of Shell Eggs, as described above, that have been removed from their shells and then processed, with or without additives, into dried, frozen or liquid forms.

Each corporation, trust or other business entity making a claim must submit its claim on a separate Claim Form. Please carefully review each page of the Claim Form. Only complete and valid Claim Forms will be accepted. Do not submit duplicate claims.

CLAIMANT INFORMATION

Claimant Type (check one): Individual Corporation Estate
 Trustee in Bankruptcy Other (Specify) _____

Claimant Name: _____

Representative or Contact Name: _____

Representative or Contact Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number:(_____) _____ Email Address: _____

SHELL EGG SUBCLASS PURCHASES

Complete this section only if you are a member of the Shell Egg Subclass.

Shell Eggs are eggs produced from caged birds, and include both "table eggs" (generally purchased by retail entities for resale to the consuming public) and "breaking eggs" (generally purchased by food service entities for further processing), but exclude "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage free, free range, and vegetarian-fed types) and "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).

List below the totals of your Shell Egg purchases made directly from Cal-Maine from January 1, 2000 through February 28, 2014. **Also list all Shell Egg purchases made directly from any other Shell Egg Producer in the United States from January 1, 2000 through February 28, 2014 regardless of whether they are a Defendant in this action or not.**

The amount paid in U.S. dollars must be the net amount paid after deducting any discounts, rebates, taxes, freight charges and delivery charges. You may attach additional sheets if needed. If purchase records are available to allow you to calculate and document the sum amount of Shell Egg purchases, you must base your claim on those records. If records are not available, you may submit purchase information based on estimates. Any purchase information based on estimates must include an adequate explanation as to why purchase documents are not available and why estimates are reasonable.



Shell Egg Purchases:

PRODUCER	YEAR (each year must be listed separately)	TOTAL QUANTITY PURCHASED	TOTAL COST
Cal-Maine Foods, Inc.			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			

Shell Egg Proof of Purchase

Identify and list the records (e.g. invoices, purchase journals, accounts payable, etc.) used to calculate your claimed purchases. If you based your claims on estimates, list and identify all records used as the basis for your estimates. If you are using sales data and trends to estimate purchases, you must explain in detail your calculations and retain the documentation used for your calculations until the conclusion of this litigation.

All claims are subject to audit by the Claims Administrator. Incomplete, invalid, or fraudulent claims will be denied. You may be required to provide all underlying documentation supporting your claim at a later time. **Please retain all documents supporting your claim until the conclusion of this litigation.**

Attach copies of a minimum of two documents used to calculate purchase costs for each Producer.

Proof of Purchase documents attached?

Yes No Reason: _____

EGG PRODUCTS SUBCLASS PURCHASES

Complete this section only if you are a member of the Egg Products Subclass.

Egg products are Shell Eggs that have been removed from their shells and processed into dried, frozen or liquid forms, but exclude Egg Products produced from "specialty" Shell Eggs or from "hatching eggs."

List below the totals of your Egg Product purchases made directly from Cal-Maine Foods, Inc. from January 1, 2000 through February 28, 2014. **Also list all Egg Product purchases made directly from any other Egg Product Producer in the United States from January 1, 2000 through February 28, 2014 regardless of whether they are a Defendant in this action or not.**

The amount paid in U.S. dollars must be the net amount paid after deducting any discounts, rebates, taxes, freight charges and delivery charges. You may attach additional sheets if needed. If purchase records are available to allow you to calculate and document the sum amount of Egg Product purchases, you must base your claim on those records. If records are **not** available you may submit purchase information based on estimates. Any purchase information based on estimates must include an adequate explanation as to why purchase documents are not available and why estimates are reasonable.



Egg Product Purchases:

PRODUCER	YEAR (each year must be listed separately)	TOTAL QUANTITY PURCHASED	TOTAL COST
Cal-Maine Foods, Inc.			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			
Other: (Specify)			

Egg Products Proof of Purchase

Identify and list the records (e.g., invoices, purchase journals, accounts payable, etc.) used to calculate your claimed purchases. If you based your claims on estimates, list and identify all records used as the basis for your estimates. If you are using sales data and trends to estimate purchases, you must explain in detail your calculations and retain the documentation used for your calculations until the conclusion of this litigation.

All claims are subject to audit by the Claims Administrator. Incomplete, invalid, or fraudulent claims will be denied. You may be required to provide all underlying documentation supporting your claim at a later time. **Please retain all documents supporting your claim until the conclusion of this litigation.**

Attach copies of a minimum of two documents used to calculate purchase costs for each Producer.

Proof of Purchase documents attached?

Yes No Reason: _____

SUBMISSION TO JURISDICTION OF THE DISTRICT COURT

This Claim Form is submitted on behalf of the Claimant under the terms of the Settlement Agreement in the Action described in the Notice. You hereby affirm that you are a member of the Class or the transferee or assignee of, or the successor to, the claims of a Class Member. You hereby submit to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania with respect to its claim to participate in the Class and for the purposes of enforcing the release set forth herein. You further acknowledge that you are bound by and subject to the terms of any orders or judgments that may be entered by the Court in the Action with respect to the Settlement of the claims of the Class against Cal-Maine, as described in the accompanying Notice. You agree to furnish additional information to the Settlement Claims Administrator to support this claim if required to do so.

RELEASE

If the Settlement Agreement is approved by the Court in accordance with its terms, you ("Claimant") will release the Released Claims described below that you may have against Cal-Maine. If you do not submit a Claim Form, but do not elect to exclude yourself from the Class, you will nonetheless be releasing the Released Claims.



Cal-Maine shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether Class, individual or otherwise in nature, that Claimant ever had, now has, or hereafter can, shall, or may have on account of or arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, arising out of or resulting from: (i) any agreement or understanding between or among two or more Producers of eggs, including any Defendants, including any entities or individuals that may later be added as a Defendant to the Action, (ii) the reduction or restraint of supply, the reduction of or restrictions on production capacity, or (iii) the pricing, selling, discounting, marketing, or distributing of Shell Eggs and Egg Products in the United States or elsewhere, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, whether or not concealed or hidden, in the Complaints filed in the Action (the "Complaints"), which in whole or in part arise from or are related to the facts and/or actions described in the Complaints, including under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, fraud, RICO, civil conspiracy law, or similar laws, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq., from the beginning of time to the date on which the Court enters and order preliminarily approving this Agreement and certifying a Class for settlement purposes (the "Released Claims"). Claimant shall not, after the date of this Agreement, seek to recover against Cal-Maine for any of the Released Claims.

Each Claimant waives California Civil Code Section 1542 and similar or comparable present or future law or principle of law of any jurisdiction. Each Claimant hereby certifies that he, she, or it is aware of and has read and reviewed the following provision of California Civil Code Section 1542 ("Section 1542"): "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The provisions of the release set forth above shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction.

Each Claimant 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 that are the subject matter of this Settlement Agreement, but each Claimant hereby expressly and fully, finally and forever waives and relinquishes, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent, claim whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts, as well as any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other or different facts.

In addition to the above, each Claimant hereby expressly and irrevocably waives and releases, upon this Settlement Agreement becoming finally approved by the Court, any and all defenses, rights, and benefits that each Claimant may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained above. Each Claimant also expressly and irrevocably waives any and all defenses, rights, and benefits that the Claimant may have under any similar statute in effect in any other jurisdiction that, absent such waiver, might limit the extent or effect of the release.

Released Claims shall not include, and this Agreement shall not and does not release, acquit or discharge (1) claims based solely on purchases of Shell Eggs and Egg Products outside of the United States on behalf of persons or entities located outside of the United States at the time of such purchases and (2) claims relating to payment disputes, physical harm, defective product or bodily injury (collectively, the "Excepted Claims").



SUBSTITUTE IRS FORM W-9

Substitute IRS Form W-9

Enter the Claimant's federal taxpayer identification number:
 _____ - _____ - _____ OR _____ - _____ - _____
 Social Security Number Employer Identification Number
 (for individuals) (for corporations, trusts, etc.)

Print Claimant name:

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is the taxpayer identification number of named Claimant, **and**
2. Claimant is not subject to backup withholding because: (a) Claimant is exempt from backup withholding, or (b) Claimant has not been notified by the Internal Revenue Service (IRS) that Claimant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Claimant that Claimant is no longer subject to backup withholding.

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

CERTIFICATION

I hereby certify under penalty of perjury that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information and belief;
2. I am authorized to submit this Claim Form on behalf of the Claimant;
3. I have documentation to support my claim and agree to provide additional information to the Claims Administrator to support my claim if necessary, OR, if I do not have documentation, I have explained why purchase documents are not available and why estimates are reasonable;
4. I am either (a) a member of the Settlement Class and did not request to be excluded from the Settlement Class or (b) the assignee or transferee of, or the successor to, the claim of a member of the Settlement Class and did not request to be excluded from the Settlement Class;
5. I am neither a Defendant, nor a parent, employee, subsidiary, affiliate or co-conspirator of a Defendant;
6. I am not a Producer, as defined in the Agreement, nor a parent, subsidiary or affiliate of a Producer;
7. I am not a government entity;
8. I have not assigned or transferred (or purported to assign or transfer) or submitted any other claim for the same purchases of Shell Eggs and/or Egg Products and have not authorized any other person or entity to do so on my behalf; and
9. I have read and, by signing below, agree to all of the terms and conditions set forth in this Claim Form.

I declare under penalty of perjury under the laws of the United States of America that the information provided in this Claim Form is true and correct. This Verification was executed on the _____ day of _____ in 2014 in _____ (city, state, country).

 Signature

 Title or Position (if applicable)

 Print Name



REMINDER CHECKLIST:

- Please confirm all required information is provided including Claimant Information and purchase information.
- Substitute W-9 Form must be complete.
- Certification must be signed.
- All claims must include a minimum of two supporting documents as Proof of Purchase for each Producer claimed.
- Keep a copy of your Claim Form and supporting documents for your reference.
- The receipt of a Claim Form is not automatically confirmed by the Claims Administrator. If you wish to have confirmation that your submission was received you may choose to mail your Claim Form by U.S. Postal Service Certified Mail, return receipt requested.
- If your address changes after submitting your Claim Form, advise the Claims Administrator of your new address in writing.
- If you need additional information you may contact the Claims Administrator toll free at 1-866-881-8306. Additional information and copies of Court documents are available on the Settlement website, www.eggproductssettlement.com.
- **All Claim Forms must be postmarked on or before August 1, 2014** and mailed¹ to:

In re Processed Egg Products Antitrust Litigation
c/o GCG
P.O. Box 9476
Dublin, OH 43017-4576

¹ To the extent you wish to mail your submission by pre-paid delivery service to be hand-delivered, you may send your mail to the following address: *In re Processed Egg Products Antitrust Litigation* (EGC), c/o GCG, 1531 Utah Avenue South, Suite 600, Seattle, WA 98134.

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

If you purchased Shell Eggs or Egg Products, produced in the United States directly from any Producer from January 1, 2000 through February 28, 2014, you could be a Class Member in a proposed class action settlement.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER OR NOT YOU ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

The purpose of this notice is to inform you that Plaintiffs in the *In re Processed Egg Products Antitrust Litigation* reached a settlement with Defendant Cal-Maine Foods, Inc., together with its past and present parents, subsidiaries, and affiliates ("Cal-Maine"). If you fall within the definition of the "Settlement Class" as defined herein, you will be bound by the settlement unless you expressly exclude yourself in writing pursuant to the instructions below. This notice is also to inform you of the nature of the action and of your rights in connection with it.

This notice also informs you that the Settlement Class for the prior settlement agreement with Sparboe Farms, Inc. ("Sparboe Settlement") has been amended to include direct purchases of Shell Eggs and Egg Products on or after October 24, 2009 to February 28, 2014 (the "Sparboe Amendment"), extending the prior Class Period of January 1, 2000 to October 23, 2009. If you become a member of the Sparboe Settlement Class solely because of the extended Class Period, you will be bound by the terms of that agreement unless you expressly exclude yourself in writing pursuant to the instructions below. If you were a member of the prior Sparboe Class and took no action in response to the previous notice of the Sparboe Settlement, you may not now exclude yourself and you remain bound by the Settlement.

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

This notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in this case. This notice is intended merely to advise you of the settlement with Cal-Maine (the "Cal-Maine Settlement") and of the Sparboe Amendment, and of your rights with respect to them, including, but not limited to, the right to remain a member of these Settlement Classes or to exclude yourself from them.

These rights and options, and the deadlines to exercise them, are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE CAL-MAINE SETTLEMENT:	
TAKE NO ACTION	You will receive the non-monetary benefits of the Cal-Maine Settlement and give up the right to sue Cal-Maine with respect to the claims asserted in this case. You may be eligible to receive a payment from the Cal-Maine Settlement if you submit a timely Claim Form (by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014). You will give up the right to sue Cal-Maine.
EXCLUDE YOURSELF FROM THE CAL-MAINE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014	This is the only option that allows you to ever be a part of any other lawsuit against Cal-Maine with respect to the claims asserted in this case. You will not become a member of the Cal-Maine Settlement Class. If you exclude yourself, you will be able to bring a separate lawsuit against Cal-Maine with respect to the claims asserted in this case.
OBJECT TO THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014	You will remain a member of the Cal-Maine Class, but you also have the right to comment on the terms of the Cal-Maine Settlement.
GO TO THE FAIRNESS HEARING ON SEPTEMBER 18, 2014 AFTER FILING A TIMELY OBJECTION TO THE CAL-MAINE SETTLEMENT	If you file a timely objection, you may speak in Court about the fairness of the Cal-Maine Settlement.
SUBMIT A CLAIM FORM FOR THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014	This is the only way to receive a payment from the Cal-Maine Settlement. You are not eligible to file a Claim Form if you exclude yourself from the Cal-Maine Settlement Class.

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SPARBOE AMENDMENT:	
TAKE NO ACTION	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to October 24, 2009), you will receive the benefits of the Sparboe Settlement and give up the right to sue Sparboe.</p> <p>If you were a member of the prior Sparboe Settlement Class (i.e., you purchased Shell Eggs or Egg Products on or before October 23, 2009) and took no action in response to the prior notice of that Settlement, you remain bound by the Sparboe Settlement.</p> <p>There is no monetary compensation under the expanded Sparboe Class Period and therefore no Claim Form may be submitted.</p>
EXCLUDE YOURSELF FROM THE EXTENDED SPARBOE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to October 24, 2009), this is the only option that allows you to ever be a part of any lawsuit against Sparboe with respect to the claims asserted in this case.</p> <p>If you purchased Shell Eggs or Egg Products on or before October 23, 2009, you may not now exclude yourself from the Sparboe Settlement Class.</p>
OBJECT TO THE SPARBOE AMENDMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014	<p>You will remain a member of the expanded Sparboe Class, but you also have the right to comment on the terms of the Sparboe Amendment.</p>
GO TO THE FAIRNESS HEARING ON SEPTEMBER 18, 2014 AFTER FILING A TIMELY OBJECTION TO THE SPARBOE AMENDMENT	<p>If you file a timely objection, you may speak in Court about the fairness of the Sparboe Amendment.</p>

ABOUT THIS NOTICE & LITIGATION

1. Why did I receive this notice?

This legal notice is to inform you of the Cal-Maine Settlement that has been reached in the class action lawsuit, *In re Processed Egg Products Antitrust Litigation*, Case No. 08-md-02002, pending in the United States District Court for the Eastern District of Pennsylvania, and of the expanded Class Period under the Sparboe Settlement. You are being sent this notice because you have been identified as a potential customer of one or more of the Defendants in the lawsuit.

2. What is this lawsuit about?

In this lawsuit, Plaintiffs allege that Defendants, certain Producers of Shell Eggs and Egg Products, conspired to decrease the supply of eggs. Plaintiffs allege that this supply conspiracy limited, fixed, raised, stabilized, or maintained the price of eggs, which caused direct purchasers to pay more for eggs than they would have otherwise paid. The term “eggs” refers to both Shell Eggs and Egg Products (which are eggs removed from their shells for further processing into a dried, frozen, or liquid form), but do not include specialty Shell Eggs, such as cage-free, organic, or nutritionally enhanced eggs, eggs used for growing, or Egg Products produced from such eggs.

In the fall and winter of 2008, lawsuits were filed in several federal courts generally alleging this conspiracy to depress egg supply. On December 2, 2008, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated proceedings before the Honorable Gene E. K. Pratter, United States District Judge in the United States District Court for the Eastern District of Pennsylvania. On January 30, 2009, Plaintiffs filed their first consolidated amended complaint alleging a wide-ranging conspiracy to fix egg prices that injured direct egg purchasers.¹ In December 2009, Plaintiffs filed

¹ This lawsuit alleges injuries to *direct* egg purchasers only, that is, entities or individuals who bought eggs directly from egg Producers. A separate case is pending wherein the plaintiffs allege a wide-ranging conspiracy to fix egg prices that injured *indirect* egg purchasers. An indirect egg purchaser buys eggs from a direct purchaser of eggs or another indirect purchaser.

their second consolidated amended complaint adding new allegations against the Defendants. On September 26, 2011, the Court dismissed claims against certain defendants, but permitted Plaintiffs to proceed against all other Defendants. Plaintiffs filed their third consolidated amended class action complaint on January 4, 2013. On August 23, 2013, the Court dismissed claims under the third amended complaint for damages incurred by the class prior to September 24, 2004. Claims for damages incurred after that date are proceeding.

To date, three defendants have settled with Plaintiffs in this matter. On June 8, 2009, Plaintiffs and Defendant Sparboe Farms Inc. ("Sparboe") reached a settlement. Notice of the Sparboe Settlement was sent to potential Class Members in September 2010. The original Sparboe Settlement Agreement released all claims arising from this action between January 1, 2000 and June 8, 2009 in exchange for cooperation that substantially assisted Plaintiffs in prosecuting the claims in this Action. The Sparboe Agreement was finally approved by the Court on July 16, 2012. Since that time, Plaintiffs and Sparboe have amended the Sparboe Agreement to expand the Class Period from January 1, 2000 to October 23, 2009, to include claims arising from this action between October 24, 2009 and February 28, 2014.

Plaintiffs and Defendants Moark, LLC, Norco Ranch, Inc., and Land O'Lakes, Inc. ("Moark Defendants") entered into a settlement on May 21, 2010 providing \$25 million to a fund to compensate Class Members and substantial cooperation to assist Plaintiffs in pursuing their claims against the remaining Defendants. Notice of the Moark Agreement was sent to potential Class Members in September 2010. The Court approved the Moark Settlement on July 16, 2012, and checks were mailed to eligible Moark Settlement Class Members on July 3, 2013.

Plaintiffs and Defendant Cal-Maine entered into settlement discussions beginning in March 2012, and those discussions continued into 2013. After extensive arm's-length negotiations, on August 2, 2013, Plaintiffs and Cal-Maine reached a settlement providing \$28 million to a fund to compensate Class Members and factual information and a witness to testify at trial that will materially assist Plaintiffs in further analyzing and prosecuting this Action against the remaining Defendants.

Plaintiffs represent both themselves (the named plaintiffs) and the entire Class of direct egg purchasers across the United States. Plaintiffs brought this lawsuit as a class action because they believe, among other things, that a class action is superior to filing individual cases and that the claims of each member of the class present and share common questions of law and fact. Plaintiffs claim that Defendants' actions violated the Sherman Antitrust Act, a federal statute that prohibits any agreement that unreasonably restrains competition. The alleged agreement was to reduce the overall supply of eggs in the United States from the year 2000 to the present. Plaintiffs allege that Defendants and unnamed co-conspirators controlled the egg supply through various methods that were all part of a wide-ranging conspiracy. These methods alleged include, but are not limited to, agreements to limit or dispose of hen flocks, a pre-textual animal welfare program that was a cover to further reduce egg supply, agreements to export eggs in order to remove eggs from the domestic supply, and the unlawful coercion of producers and customers to ensure compliance with the conspiracy. Plaintiffs allege that by collectively agreeing to lower the supply of eggs, Defendants caused Shell Egg and Egg Product prices to be higher than they otherwise would have been. Cal-Maine and the other Defendants deny all of Plaintiffs' allegations.

The Defendants remaining in this case include: Michael Foods, Inc.; Rose Acre Farms, Inc.; National Food Corporation; Hillandale Farms of Pa., Inc.; Hillandale-Gettysburg, L.P.; Ohio Fresh Eggs, LLC; Daybreak Foods, Inc.; Midwest Poultry Services, L.P.; NuCal Foods, Inc.; and R.W. Sauder, Inc.

THE CAL-MAINE SETTLEMENT

3. Who is included in the Cal-Maine Settlement?

Plaintiffs and Cal-Maine have agreed that, for purposes of the Cal-Maine Settlement, the Settlement Class is defined as follows:

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 February 28, 2014.

Excluded from the Settlement Class are:

- a. Cal-Maine, the Defendants that remain in the case, prior Settling Defendants (Moark Defendants and Sparboe), and their respective parents, subsidiaries and affiliates;
- b. Egg Producers, defined as any person or entity that owns, contracts for the use of, leases, or otherwise controls hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producers;

- c. 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.
- d. Purchases of "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types), purchases of Egg Products produced from specialty Shell Eggs, and purchases of "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat), and any person or entity that purchased exclusively specialty or hatching eggs.

Persons or entities that fall within the definition of the Settlement Class and do not exclude themselves will be bound by the results of this litigation.²

4. What does the Cal-Maine Settlement provide?

After engaging in settlement discussions over the course of more than a year and a half, Plaintiffs and Cal-Maine reached a Settlement on August 2, 2013. The Cal-Maine Settlement is between Plaintiffs and Cal-Maine only; it does not affect any of the remaining non-settling Defendants, against whom this case continues. Pursuant to the terms of the Cal-Maine Settlement, Plaintiffs will release Cal-Maine from all pending claims. In exchange, Cal-Maine has agreed to pay \$28,000,000 to a fund to compensate Class Members, to provide information concerning Cal-Maine's knowledge of the facts relating to documents, witnesses, meetings, communications, conduct and events at issue in the Action, and to provide a witness to testify at trial regarding facts or issues in this Action. If Class Members whose combined purchases equal or exceed a threshold percentage of Cal-Maine's Total Sales, agreed to by Plaintiffs and Cal-Maine under a separate agreement provided to the Court for review, choose to exclude themselves from the Settlement Agreement, Cal-Maine has the right to terminate the Settlement. It is the opinion of Plaintiffs' attorneys that the factual information and witness that Cal-Maine must provide will significantly benefit Plaintiffs and will materially assist Class Counsel in further analyzing their claims and in the further prosecution of this Action.

On February 28, 2014, the Court granted preliminary approval of the Cal-Maine Settlement, finding it sufficiently fair, reasonable, and adequate to warrant notifying the Settlement Class.

The Cal-Maine Settlement should not be taken as an admission by Cal-Maine of any allegation by Plaintiffs or of wrongdoing of any kind. Finally, the Court ordered that Plaintiffs shall provide notice of the Cal-Maine Settlement to all members of the Settlement Class who can be identified through reasonable effort.

5. How will the Cal-Maine Settlement Fund be distributed?

The \$28 million paid by Cal-Maine may be reduced by court-ordered attorneys' fees and reimbursement of litigation expenses, including administration of the Settlement, as approved by the Court. The Settlement Fund will also be reduced by the expense of providing notice to the Class. The remainder of the Cal-Maine Settlement will be distributed on a *pro rata* basis among the members of the Class who timely and properly submit a valid Claim Form. Your *pro rata* share will be based on the dollar amount of your direct purchases of Shell Eggs and Egg Products in the United States compared to the total purchases of Shell Eggs and Egg Products by all Class Members submitting timely and valid Claim Form. The Court retains the power to approve or reject, in part or in full, any individual claim of a Class Member based on equitable grounds. Because the alleged overcharge resulting from the conspiracy alleged by Plaintiffs is only a portion of the price paid for Shell Eggs and Egg Products, your recovery will be less than the total amount you paid.

6. How do I file a Claim Form in the Cal-Maine Settlement?

The Claim Form and instructions for filing a proof of claim are included with the Claim Form provided with this notice. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014, to be considered for distribution.

You should carefully read the descriptions of the respective classes set forth earlier in this notice to verify that you are a Class Member. Next, you should review your records and confirm that you purchased the relevant product(s) during the relevant time period. Then, included with this notice, you will find a Claim Form which must be completed by the Class Member and returned to the address indicated on the Claim Form. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014. **Any Class Member who does not complete and timely return the Claim Form will not be entitled to share in the Cal-Maine Settlement.**

² The Settlement Class consists of two subclasses. The first subclass, called the "Shell Egg Subclass," is made up of "[a]ll 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 February 28, 2014." The second subclass, called the "Egg Products Subclass," is comprised of "[a]ll 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 February 28, 2014."

Where records are available to calculate and document the dollar amount of your relevant purchases, you must use those records to complete the Claim Form.

Where adequate records are not available to calculate your purchases to be listed on the Claim Form, you may submit purchase information based on verifiable estimates as directed in the Claim Form.

NOTE: If you filed a valid and timely Claim Form for your Shell Egg or Egg Products purchases in the Settlement with the Moark Defendants, you need not submit a new Claim Form in the Cal-Maine Settlement for those same purchases. If you wish to receive an award for purchases that post-date those included in your valid Moark Claim Form, you must still submit a Claim Form in the Cal-Maine Settlement, but it need include only those purchases that post-date or supplement those provided in your Moark Claim Form. You will still receive an award based on all of your eligible purchases over the entire Class Period. If you do not wish to receive an award for purchases that were not included in your Moark Claim Form, you need not submit a new Claim Form to receive an award from the Cal-Maine Settlement for purchases identified in your Moark Claim Form.

7. What is the effect of the Court's final approval of the Cal-Maine Settlement?

If the Court grants final approval, the Cal-Maine Settlement will be binding upon you and all other members of the Settlement Class. By remaining part of the Cal-Maine Settlement, if approved, you will give up any claims against Cal-Maine relating to the claims made or which could have been made in this lawsuit. By remaining a part of the Cal-Maine Settlement, you will retain all claims against all other Defendants, named and unnamed.

THE AMENDMENT TO THE SPARBOE SETTLEMENT CLASS PERIOD

8. Who is included in the Sparboe Settlement as Amended?

The original Sparboe Settlement executed on June 8, 2009 defined the Sparboe Settlement Class substantially the same as the Class under the Cal-Maine Settlement, as described above, except that the original Sparboe Class Period included only those persons or entities that purchased Shell Eggs or Egg Products directly from any Producer between January 1, 2000 and October 23, 2009. On August 28, 2013, Plaintiffs and Sparboe amended the Class Period of the Sparboe Settlement to also include purchases of Shell Eggs and Egg Products from October 24, 2009 through February 28, 2014 (the "Sparboe Amendment"), providing for an extended Class Period. On February 28, 2014, the Court granted preliminary approval to the Sparboe Amendment. All other provisions of the Sparboe Agreement are unchanged and remain binding on the Plaintiffs.

A copy of the Sparboe Amendment is available on the settlement website at www.eggproductssettlement.com.

9. What does the Sparboe Settlement Provide?

The Sparboe Settlement is between Plaintiffs and Defendant Sparboe only; it does not affect any of the remaining non-settling Defendants, against whom this case continues. Under the Sparboe Settlement, Plaintiffs released Sparboe from all claims arising from the facts in Plaintiffs' complaint. In exchange, Sparboe agreed to provide substantial and immediate cooperation with Plaintiffs, which the Court determined, in granting final approval to the Sparboe Settlement, conferred real and substantial benefits upon the Class. Plaintiffs included details obtained from Sparboe's cooperation and relating to the conspiracy in their second amended consolidated complaint filed in December 2009. The Sparboe Settlement is based entirely on cooperation; there is no financial compensation component to the Sparboe Settlement.

Notice of the original Sparboe Settlement was sent to potential Class Members in September 2010. Objections to and exclusions from the Sparboe Settlement were due on November 16, 2010. The Court granted final approval to the Sparboe Settlement on July 16, 2012, finding the Settlement to be sufficiently fair, reasonable, and adequate to the Sparboe Settlement Class.

The Original Sparboe Settlement, the Class Notice of that Settlement, and the Order granting final approval of the Settlement are available on the settlement website at www.eggproductssettlement.com.

10. What is the effect of the Court's final approval of the Sparboe Amendment?

If the Court grants final approval to the Sparboe Amendment and you became a member of the Sparboe Settlement Class solely because of the extended Class Period under the Sparboe Amendment (i.e., you made no purchases of Shell Eggs or Egg Products directly from any Producer between January 1, 2000 and October 23, 2009, but purchased Shell Eggs or Egg Products from October 24, 2009 to February 28, 2014), and if you do not exclude yourself from the Class, you will be bound by the Sparboe Settlement. By remaining part of the Sparboe Settlement Class as amended you will give up any claims against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement, but you will retain all claims against all other non-settling Defendants.

If you were included in the Settlement Class as originally defined under the Sparboe Settlement and did not previously exclude yourself, you are already bound by the terms of the Sparboe Agreement and have given up any claims you may have had against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement. You may not now exclude yourself.

WHO REPRESENTS THE SETTLEMENT CLASSES AND HOW WILL THEY BE PAID?

11. Who represents the Cal-Maine and Sparboe Settlement Classes?

The Cal-Maine and Sparboe Settlement Classes are represented by the following attorneys:

Steven A. Asher
WEINSTEIN KITCHENOFF & ASHER LLC
1845 Walnut Street, Suite 1100
Philadelphia, PA 19103

Michael D. Hausfeld
HAUSFELD LLP
1700 K Street NW, Suite 650
Washington, DC 20006

Stanley D. Bernstein
BERNSTEIN LIEBHARD LLP
10 East 40th Street, 22nd Floor
New York, NY 10016

Stephen D. Susman
SUSMAN GODFREY LLP
560 Lexington Avenue, 15th Floor
New York, NY 10022-6828

12. How will the lawyers be paid?

These attorneys and their respective firms are referred to as Class Counsel. Class Counsel, in compensation for their time and risk in prosecuting the litigation on a wholly contingent fee basis, intend to apply to the Court for an award, from the Cal-Maine Settlement Fund, of attorneys' fees in an amount not to exceed thirty percent of \$28 million, as well as the costs and expenses incurred (the "Fee Petition"), including fees and costs expended while providing notice to the Class and while administering the Settlement Fund (including the plan of allocation).

Class Counsel will file their Fee Petition on or before June 20, 2014. The Fee Petition, which will identify the specific amount of fees requested and the expenses to be reimbursed, will be available on the settlement website, www.eggproductssettlement.com, on that date. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts it determines to be fair and reasonable.

If you are a Class Member and you wish to object to the Fee Petition, you may file with the Court an objection to the Petition in writing. In order for the Court to consider your objection, your objection must be sent according the instructions provided under Question No. 14(c) below.

FINAL FAIRNESS HEARING

13. When and where will the Court hold a hearing on the fairness of the Cal-Maine Settlement and the Sparboe Amendment?

The Court has scheduled a "Fairness Hearing" at 2:00 p.m. on September 18, 2014 at the following address:

United States District Court
James A. Byrne Federal Courthouse
601 Market Street
Philadelphia, PA 19106-1797

The purpose of the Fairness Hearing is to: (a) determine whether the Cal-Maine Settlement is fair, reasonable, and adequate and whether the Court should enter judgment granting final approval of it; and (b) determine whether the Court should grant final approval to the Sparboe Amendment. You do not need to attend this hearing. You or your own lawyer may attend the hearing if you wish, at your own expense. Please note that the Court may choose to change the date and/or time of the Fairness Hearing without further notice of any kind. Class Members are advised to check www.eggproductssettlement.com for any updates.

YOUR LEGAL RIGHTS AND OPTIONS

14. How do I object to the Cal-Maine Settlement or the Sparboe Amendment?

- A. If you are a member of the Cal-Maine Settlement Class and you wish to participate in the Cal-Maine Settlement but you object to, or otherwise want to comment on, any term of the Cal-Maine Settlement (including the Fee Petition), you may file with the Court an objection by following the instructions under Question 14(c) below.
- B. If you are a member of the Sparboe Settlement Class as amended,³ and you wish to participate in the Sparboe Settlement or are already a participant under the prior Class definition, but you object to the Sparboe Amendment, you may file with the Court an objection by following the instructions under Question 14(c) below.
- C. In order for the Court to consider your objection to either the Cal-Maine Settlement or the Sparboe Amendment, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014 to each of the following:

The Court:

United States District Court
 James A. Byrne Federal Courthouse
 601 Market Street
 Office of the Clerk of the Court, Room 2609
 Philadelphia, PA 19106-1797

Counsel for Plaintiffs:

Steven A. Asher
 WEINSTEIN KITCHENOFF
 & ASHER LLC
 1845 Walnut Street, Suite 1100
 Philadelphia, PA 19103

**Counsel for Cal-Maine
(if objecting to the Cal-Maine
Settlement):**

Veronica S. Lewis
 GIBSON DUNN & CRUTCHER LLP
 2100 McKinney Avenue, Suite 1100
 Dallas, TX 75201-6912

**Counsel for Sparboe
(if objecting to the Sparboe
Amendment):**

Troy Hutchinson
 HUTCHINSON P.A.
 1907 East Wayzata Blvd., Suite 330
 Wayzata, MN 55391

Your objection(s) must be in writing and must provide evidence of your membership in the Cal-Maine Settlement Class and the Sparboe Settlement Class as amended. The written objection should state the precise reason or reasons for the objection(s), including any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection. You may file the objection(s) through an attorney. You are responsible for any costs incurred in objecting through an attorney.

If you are a member of the Cal-Maine Settlement Class and the Sparboe Settlement Class as amended, you have the right to voice your objection to the Cal-Maine Settlement and/or the Sparboe Amendment at the Fairness Hearing. In order to do so, you must follow all instructions for objecting in writing (as stated above). You may object in person and/or through an attorney. You are responsible for any costs incurred in objecting through an attorney. You need not attend the Fairness Hearing in order for the Court to consider your objection.

15. How do I exclude myself from the Settlements?

- A. If you are a member of the Cal-Maine Settlement Class and you do not wish to participate in the Cal-Maine Settlement, the Court will exclude you if you request exclusion according to the instructions under Question 15(c) below.
- B. If your only purchases of Shell Eggs or Egg Products from any Producer were made on or after October 24, 2009, such that you have become a member of the Sparboe Settlement Class solely because of the Sparboe Amendment, and you do not wish to participate in the Sparboe Settlement, the Court will exclude you if you request exclusion according to the instructions under Question 15(c) below.

If you were a member of the original Sparboe Settlement Class (that is, you purchased Shell Eggs or Egg Products directly from any defendant between January 1, 2000 and October 23, 2009), you may not exclude yourself from the Sparboe Settlement Class as amended.

³ If you are a member of the Cal-Maine Settlement Class, you are also a member of the Sparboe Settlement Class as amended.

- C. Your request(s) for exclusion must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by,⁴ August 1, 2014 to the following address:

In re Processed Egg Products Antitrust Litigation– EXCLUSIONS
c/o GCG, Claims Administrator
P.O. Box 9476
Dublin, OH 43017-4576

Your written request should specify that you wish to be excluded from either the Cal-Maine Settlement or the Sparboe Settlement as amended, or both. Do not request exclusion if you wish to participate in the Cal-Maine Settlement and/or the Sparboe Settlement as amended as a member of the Settlement Class. If you intend to bring your own lawsuit against the Cal-Maine or Sparboe, you should exclude yourself from the Settlement Classes.

If you remain in either Settlement Class, it does not prejudice your right to exclude yourself from any other past, present, or future settlement class or certified litigation class in this case.

16. What happens if I do nothing?

If you do nothing, you will remain a member of both the Cal-Maine Settlement Class and the Sparboe Settlement Class as amended. As a member of these Settlement Classes, you will be represented by the law firms listed above in Question No. 11, and you will not be charged a fee for the services of such counsel and any other class counsel. Rather, counsel will be paid, if at all, as allowed by the Court from some portion of whatever money they may ultimately recover for you and other members of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

However, if you did not file a timely and valid Claim Form in the Moark Settlement, you must submit a valid Claim Form (see Question No. 6) in order to be considered for any monetary benefit from the Cal-Maine Settlement Fund. If you submitted a Claim Form in the Moark Settlement, you need not submit another Claim Form in order to receive an award based on the purchases identified in your Moark Claim Form, but you must submit a timely Claim Form in the Cal-Maine Settlement to receive an award based on any purchases not included in the Moark Claim Form.

FOR MORE INFORMATION

For more detailed information concerning matters relating to the Cal-Maine Settlement, you may wish to review the “Settlement Agreement Between Direct Purchaser Plaintiffs and Defendant Cal-Maine Foods, Inc.” (signed August 2, 2013) and the “Order (1) Granting Preliminary Approval of the Proposed Settlement Agreement between Direct Purchaser Plaintiffs and Cal-Maine Foods, Inc.; (2) Certifying the Class for Purposes of Settlement; (3) Granting Leave to File Motion for Fees and Expenses; (4) Granting Preliminary Approval of the Proposed Amendment to Settlement Agreement Between Direct Purchaser Plaintiffs and Sparboe Farms, Inc.; and (5) Approving the Parties’ Notice Plan” (entered February 28, 2014).

For more detailed information concerning matters relating to the Sparboe Settlement, you may wish to review the “Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc.” (signed June 8, 2009), the “Order Granting Final Approval of the Class Action Settlement between Direct Purchaser Plaintiffs and Defendant Sparboe Farms, Inc.” (entered July 16, 2012), and the “Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc.” (signed August 28, 2013).

These documents are available on the settlement website, www.eggproductssettlement.com, which also contains answers to “Frequently Asked Questions,” as well as more information about the case. These documents and other more detailed information concerning the matters discussed in this notice may be obtained from the pleadings, orders, transcripts and other proceedings, and other documents filed in these actions, all of which may be inspected free of charge during regular business hours at the Office of the Clerk of the Court, located at the address set forth in Question No. 14. You may also obtain more information by calling the toll-free helpline at (866) 881-8306.

If your present address is different from the address on the envelope in which you received this notice, or if you did not receive this notice directly but believe you should have, please call the toll-free helpline.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS LAWSUIT.

Dated: February 28, 2014

The Honorable Gene E. K. Pratter

⁴ To the extent you wish to mail your submission by pre-paid delivery service to be hand-delivered, you may send your mail to the following address: *In re Processed Egg Products Antitrust Litigation* (EGC), c/o GCG, 1531 Utah Avenue South, Suite 600, Seattle, WA 98134.

Exhibit 2

AFFIDAVIT

STATE OF TEXAS)
) ss:
CITY AND COUNTY OF DALLAS)

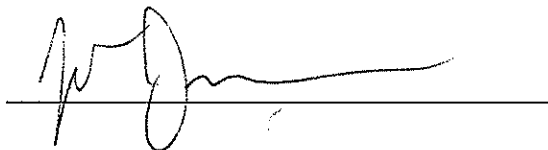
I, Jeb Smith, being duly sworn, depose and say that I am the Advertising Clerk of the Publisher of THE WALL STREET JOURNAL, a daily national newspaper of general circulation throughout the United States, and that the notice attached to this Affidavit has been regularly published in THE WALL STREET JOURNAL for National distribution for

1 insertion(s) on the following date(s):

APR-08-2014;

ADVERTISER: Eggs (EGC) Cal-Maine;

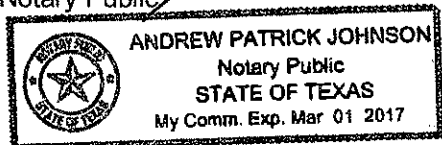
and that the foregoing statements are true and correct to the best of my knowledge.



Sworn to before me this
8 day of April 2014



Notary Public



COMMODITIES & CREDIT MARKETS

Futures Contracts | WSJ.com/commodities

Table with columns: Metal & Petroleum Futures, Open, High, Low, Settle, Chg, Open interest. Includes Copper, Gold, Palladium, Platinum, Silver, miNY Silver, Crude Oil, Light Sweet, Heating Oil No. 2.

Table with columns: Open, High, Low, Settle, Chg, Open interest. Includes Gasoline, Natural Gas, Corn, Soybeans, Soybean Meal, Soybean Oil, Wheat, Wheat (KC), Wheat (MPLS), Cattle-Feeder, Cattle-Live, Hogs-Lean, Lumber, Milk, Cocoa, Coffee, Sugar-World, Sugar-Domestic, Cotton, Orange Juice, Interest Rate Futures.

Bonds | WSJ.com/bonds

Tracking Bond Benchmarks

Return on investment and spreads over Treasuries and/or yields paid to investors compared with 52-week highs and lows for different types of bonds

Table with columns: Total return close, YTD total return (%), Index, Latest, Low, High, YIELD (%), 52-WEEK RANGE, Latest, High. Includes Broad market, U.S. Corporate, High Yield, U.S. Agency, Mortgage-Backed, Muni Master, Global Government, Canada, EMU, France, Germany, U.K., Emerging Markets.

* Constrained indexes limit individual issuer concentrations to 2%; the High Yield 100 are the 100 largest bonds. In U.S. - dollar terms Euro-zone bonds ** EMBI Global Index Sources: S&P Dow Jones Indices; Merrill Lynch; Barclays Capital; J.P. Morgan

Global Government Bonds: Mapping Yields

Yields and spreads over or under U.S. Treasuries on benchmark two-year and 10-year government bonds in selected other countries; arrows indicate whether the yield rose (▲) or fell (▼) in the latest session

Table with columns: Coupon (%), Maturity, Country, Latest, Yield, Spread Under/Over U.S. Treasuries, Previous, Month ago, Year ago, Latest, Chg from prev, Year ago. Includes U.S., Austria, France, Germany, Greece, Italy, Spain, U.K.

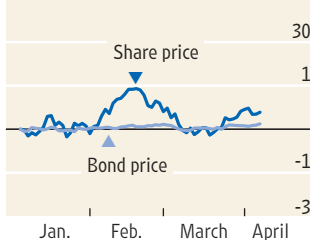
Corporate Debt

Price moves by a company's debt in the credit markets sometimes mirror and sometimes anticipate moves in that same company's share price. Here's a look at both for two companies in the news.

Investment-Grade

Rio Tinto : 2.875% notes due Aug. 21, 2022, yielding 3.488%

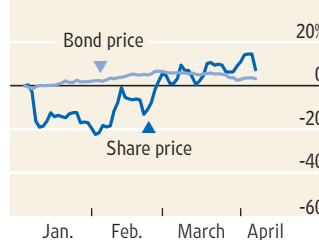
The company exited an Alaskan copper-gold project.



High Yield (junk-rated)

Sears Holdings: 6.625% notes due Oct. 15, 2018, yielding 8.919%

Management has been distributing assets and divisions to shareholders.



Investment-grade spreads that tightened the most...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Includes Encana, Safeway, Newcrest Finance Pty, Wal-Mart Stores, Kinder Morgan Energy Partners, Newmont Mining, Bpce, Ford Motor Credit.

...And spreads that widened the most

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Includes Royal Bank of Scotland, ADT, Exelis, Halcon Resources, Domtar, United Parcel Service, Kinder Morgan Energy Partners, McDonald's.

High-yield issues with the biggest price increases...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Includes Bnp Paribas S.A., United States Steel, CenturyLink, Nationstar Mortgage, Advanced Micro Devices, Caesars Entertainment Operating, Ashland, Clear Channel Worldwide Holdings.

...And with the biggest price decreases

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Includes Momentive Performance Materials, Toys "R" US, Caesars Entertainment Operating, El Paso Pipeline Partners Operating, Apex, Atlas Pipeline Partners, American Apparel, Hexion U.S. Finance.

* Estimated spread over 2-year, 3-year, 5-year, 10-year or 30-year hot-run Treasury; 100 basis points=one percentage pt.; change in spread shown is for Z-spread. Note: Data are for the most active issue or bonds with maturities of two years or more Sources: MarketAxess Corporate Bond Ticker; WSJ Market Data Group

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CLASS ACTIONS

LEGAL NOTICES

Legal Notice

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When will the Court decide whether to approve the Cal-Maine Settlement and/or the Sparboe Amendment?

At 2:00 p.m. on September 18, 2014, at the United States District Court, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, the Court will hold a hearing to determine the fairness and adequacy of the Cal-Maine Settlement and the Sparboe Amendment, and consider a motion for an award of attorneys' fees and reimbursement of litigation costs. You may appear at the hearing, but are not required to do so.

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www.eggproductsettlemnt.com



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SCOUTING CHICAGO RESTAURANTS P.51 ... KIDS' MENUS P.49 ... NEXT-LEVEL DESIGN TRENDS P.76

RESTAURANT

May 2014

BUSINESS



10 GROUNDBREAKING CONCEPTS

How Eataly, Teavana and Pizza Hut (yes, Pizza Hut) changed the game—and why others need to pay attention. P.60



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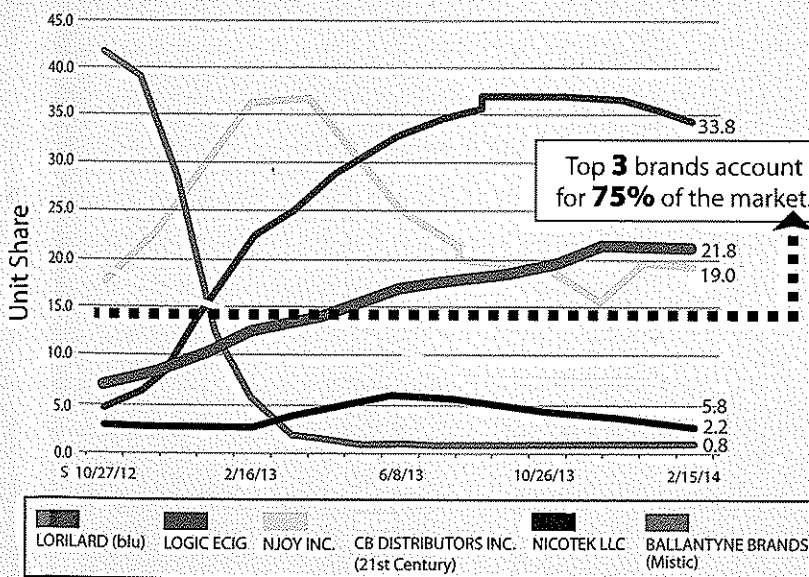
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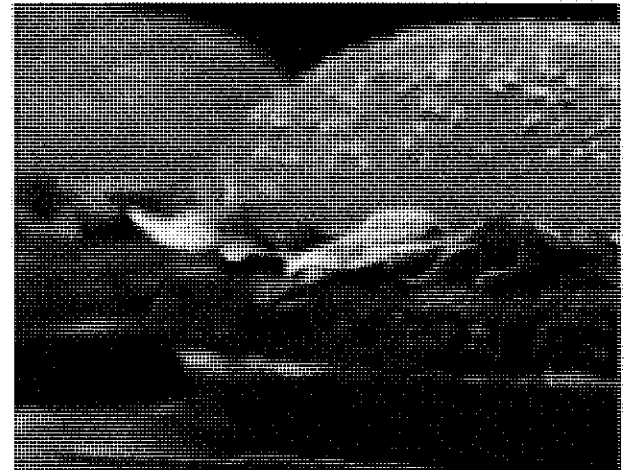
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TRENDSIGHTS



Hispanic consumers are driving the increasing number of consumers who like bold flavors.

bases. According to Technomic's *Convenience-Store MarketBrief Surveys*, 79 percent of Hispanic consumers surveyed indicated they visit c-stores specifically for foodservice once a week. That figure has led several chains to offer Hispanic-inspired foods, including Rutter's Farm Store, which debuted its Ultimate Burger range last fall. The line features an Ultimate Burger Melt topped with jalapeño bites.

Such zesty offerings can position c-stores to compete effectively with quick-service and other foodservice operators. Adding new menu items, such as a spicy sandwich or burrito, or offering spicy condiments, like Sriracha sauce and chipotle mayonnaise, at foodservice stations can tap into this trend. However, operators should think beyond the limited-time offer.

With Hispanics making up a large portion of c-stores' regular customers and spicy flavor profiles proving popular across the spectrum of food and beverage items, spicy foods are more than a trend. Some can earn space as permanent additions to the menu. **CSN**

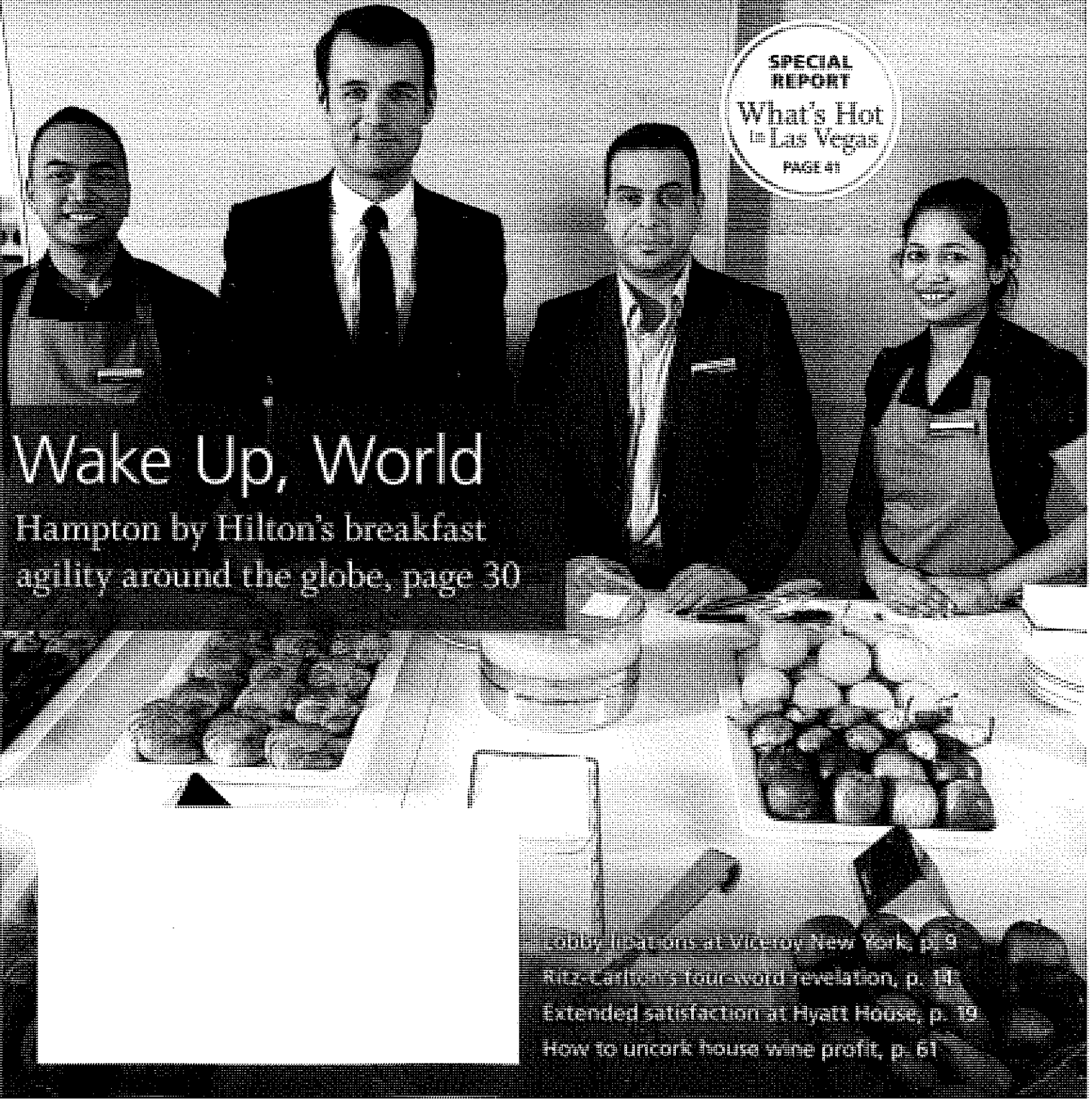


C-stores should consider adding spicy condiments, like Sriracha sauce, to their foodservice offering.

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SPECIAL REPORT
What's Hot in Las Vegas
PAGE #1



Wake Up, World

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Extended satisfaction at Hyatt House, p. 19
How to uncork house wine profit, p. 61

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lowest possible price, but with Hyatt we wanted to understand their customer taste profiles first," Mondavi says.

This is a key area that likely led to Canvas's initial success, especially in banquets and catering. Market research showed that about 60% of attendees at Hyatt's conferences were male, says Mondavi. "Over 60% of the wine bought in America is by women, so the numbers were kind of upside down. We knew our Cabernet Sauvignon had to be a little bigger and a little fuller. It couldn't be as elegant as we would normally make it because it might taste thin to that target customer."

As a result, Cabernet Sauvignon is the top-selling varietal in the Canvas lineup, at approximately 30,000 cases a year, while Chardonnay is second with about 25,000 cases.

Startup Spending

The startup costs of producing a house label are generally shouldered by the winery, say O'Connell and Mondavi. Many of the fees are one-time-only, including obtaining a copyright for the label; gaining federal labeling approval from the Bureau of Alcohol, Tobacco, Firearms, and Explosives; securing individual state approval; finding a wholesaler who will store the wines in warehouses with proper facilities to prevent bottle shock; and arranging delivery of the wine to hotels as needed.

"That first year is kind of high-expense and relatively low-revenue because you're just filling the pipeline," says Mondavi, who adds that his startup costs for Canvas were in line with other domestic brand launches of this scale. Outside of wine production, Mondavi invested primarily in packaging design, marketing support, and brand management to ensure a successful launch and distribution.

Hyatt's initial expenses included employee training sessions, creating signage, tent cards, and menus to alert customers about the arrival of Canvas in each hotel; and allocating inventory space in their warehouses and property storerooms. At the Hyatt Regency Chicago, for example, "we sold off the old stock of the previous house brand, replaced it with Canvas, changed menus, and moved ahead," says Kirk Howard, the hotel's senior director of catering and convention services.

Consumers cut back

Health, financial concerns fuel diners' plans to spend less this year

BY LISA JENNINGS

Nearly 30 percent of American consumers say they intend to spend less on dining out in the year ahead, according to a new survey from business advisory firm AlixPartners.

Each year the New York-based firm conducts a survey of about 1,000 consumers on dining-out expectations and preferences. This year's survey results show

to 57 percent from 60 percent a year ago. The No. 1 reason for cutting back on visits was a desire to eat more healthfully. It was the second consecutive year that explanation topped concern about finances as the reason for fewer restaurant visits, AlixPartners said.

Still, the survey indicated a disconnect between what consumers say they want and what they're willing to order and pay for. About 84 percent of respon-

The survey results also suggest that consumers are experiencing "promotion fatigue," said Adam Werner, also managing director at AlixPartners and co-lead of the restaurant practice.

The number of consumers who said they plan to spend less at restaurants by using coupons, promotions and discounts dropped to 49 percent this year from 56 percent a year ago and 60 percent in the 2012 survey.

"In recent years, consumers have been hit with just about every kind of meal deal, two-for-one deal, limited-time-only deal, not-really-a-holiday deal, etc., imaginable, and while many such promotions have been quite effective, they may well be less effective going forward," Werner said. "Instead, our survey and in-field experience suggests that consumers today are showing a preference for everyday low pricing and consistent value."

Meanwhile, lunch has become a fevered battleground for restaurants, the survey results indicated. Surveyed consumers prefer casual-dining restaurants for dinner

and quick-service restaurants for breakfast. Lunch, however, is split among segments, with 35 percent of respondents preferring fast-casual options, 31 percent choosing quick service and 27 percent selecting casual dining.

However, grocery and convenience stores are increasingly cutting into the action. Survey respondents said grocery and c-stores are the preferred breakfast source for 13 percent of consumers, 6 percent prefer them at lunch, 4 percent prefer them at dinner, 24 percent prefer them for late-night dining, and 49 percent prefer them for snacks. ■

lisa.jennings@penton.com



SOURCE: ALIX PARTNERS

that diners expect to spend 9.1 percent less per restaurant meal this year, or about \$13.55 compared with the \$14.91 they said they spent last year per meal.

"Diners, like most American consumers today, remain stuck in the limbo of today's seemingly one-step-forward, one-step-back economy," said Eric Dzwonczyk, AlixPartners managing director and co-lead of the firm's Restaurant & Foodservice Practice. "In fact, our survey suggests that restaurants may be suffering disproportionately from that phenomenon versus other types of businesses."

The percentage of Americans who dined out at least weekly over the past 12 months dropped

dents said "healthy dining options" are at least somewhat important to them when choosing where to dine out, which was about the same as the 86 percent who said the same last year.

However, this year only 20 percent said healthful options were "very" or "extremely" important, down from 29 percent who said so in last year's survey. More than half — 52 percent — said nutrition information on menus has no impact on their ordering decisions, rising from 45 percent who said the same last year. And only 16 percent of this year's respondents said they would be willing to pay a premium for certified organic food at restaurants.

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FOODSERVICE DIRECTOR[®]

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WEATHER TECHNOLOGY LEGISLATION SUPPLY & DEMAND DISEASE

BUYERS GUIDE

IN A NEW NORMAL

When operators are asked to do more with less, factors that affect crops and herds can add stress to an already stretched bottom line. We look at pricing trends for 21 items to help with purchasing decisions. *p. 26*

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PRODUCTS



Commercial brewing systems

Multiple commercial brewing systems are available from Keurig. The commercial-grade Keurig Bolt Carafe Brewing System offers the ability to brew 64 ounces of fresh coffee in two minutes. With five programmable brew sizes, the Keurig K150 system is great for small environments. The Keurig B3000SE Brewer is designed for large environments and foodservice locations. The systems are UL commercial listed and NSF certified.

gmcr.com

Heat-and-serve sauce

Fully Prepared Pizza Sauce from Redpack offers rich tomato flavor with heat-and-serve convenience. Available in 6/#10 cans, the sauce is made with a blend of vine-ripened tomatoes, bell peppers, onions, garlic and chili peppers.

redpacksauce.com



Warmer lamps

Hatco Decorative Lamps offer food warming functionality with an attractive presentation. A host of shades, colors and flexible mounting and switch options are available. The units are ideal for equipping pick-up stations and buffet lines while creating a unique look.

hatcocorp.com



Get to the root

Add flame-roasted taste and visual appeal with RoastWorks Root Vegetables from Simplot. Individually roasted and seasoned with a blend of rosemary, thyme and sage, these veggies are ready to heat and serve, reducing prep time while delivering appealing presentation.

simplotfoods.com/roastworks



Cool for school

Traulsen's Milk Cooler features a top-mounted refrigeration system and forced-air design, with the cabinet dropped closer to the ground. A sliding front-door design helps protect the EZ-Clean Santoprene gasket from normal wear and tear. Manufactured with a 100% stainless-steel cabinet, reinforced exterior bottom and heavy-duty dunnage racks, the cooler comes with a three-year warranty for parts and labor.

traulsen.com

Post-storm Surge

Store of the Month rises in Sandy-stricken area Page 56

Eyes Front

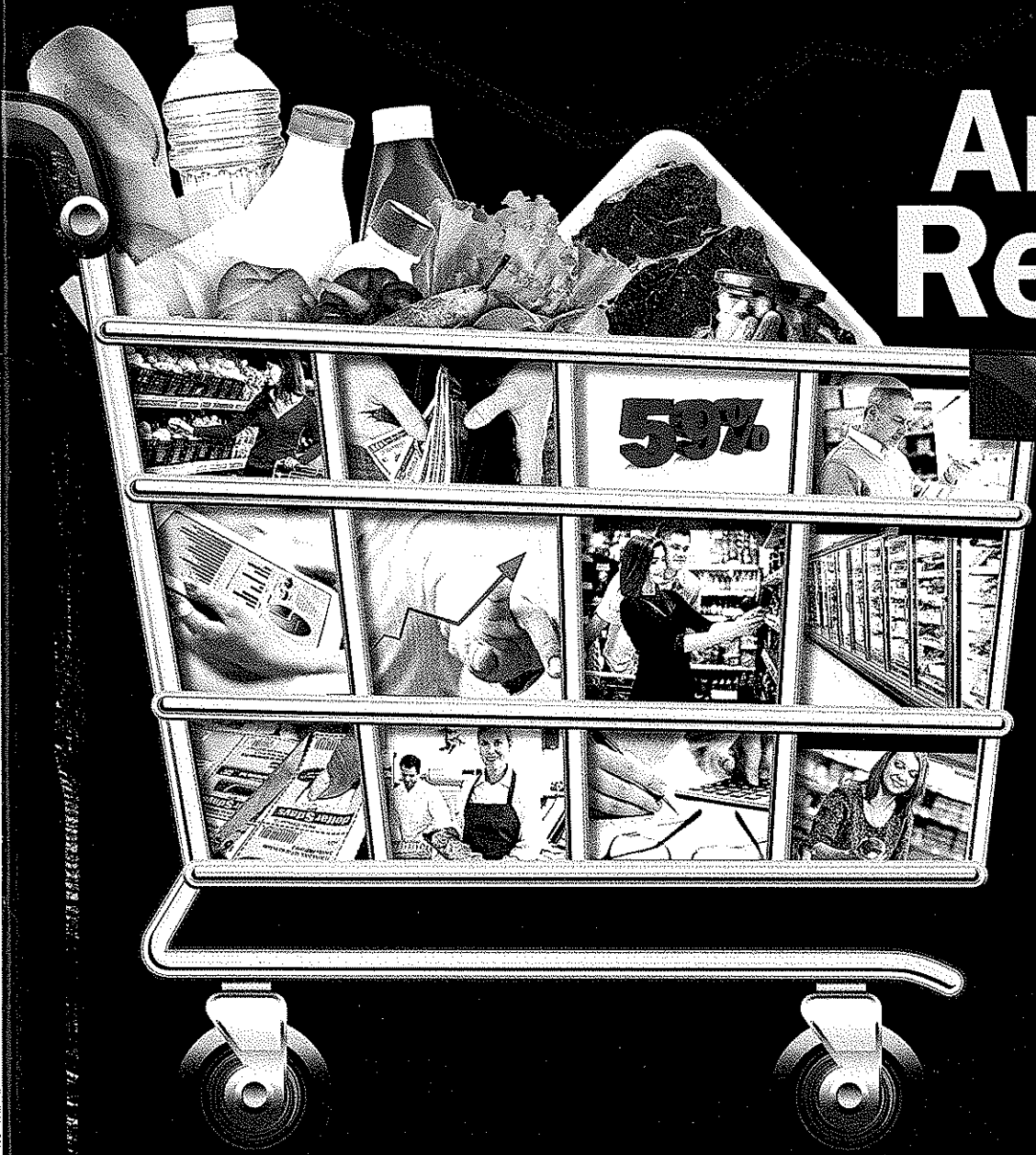
Make the most of your front end sales Page 69

New Age for Prepared Foods

Purchases vary by age, income Page 101

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81st Annual Report of the Grocery Industry



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Retailers notably optimistic about 2014

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Store of the Month

Key Food #1586, Staten Island, N.Y.

invaded the neighborhood's homes and led to the tragic deaths of two young children who were swept from their mother's arms when the family's car stalled in the rising water. A total of 24 people died on Staten Island. With not a little understatement, Doleh describes the aftermath of the catastrophic weather event as "a big mess."

Naturally enough, the disaster had an impact on the store. "We had 4 feet of water in here," says Doleh. "It was basically done — no equipment, thank God, we were fortunate — but the sheetrock, the floor, the ceiling, we had to start all over — the plumbing even; there was a lot of sand" brought in by the storm. "All that had to be redone," he notes, adding that the repairs set the project months behind schedule.

Luckily, the programs were there to assist. "They did

Proud Member of Key Food

Founded in Brooklyn in 1937, Staten Island, N.Y.-based Key Food Stores Co-operative Inc. consists of 150 independently owned and operated grocery stores with \$1.5 billion in annual sales. In addition to the Key Food banner, the stores operate under the Key Food Marketplace, Key Fresh & Natural, Food Dynasty, Food World, Holiday Farm, Locust Valley and Milford Farms brands in all five New York City boroughs, Long Island, upstate New York, New Jersey and Pennsylvania.

For Yunes "Joe" Doleh, store owner with his wife, Amy, of five New York City-area Key Food stores (two in Queens, one in Brooklyn and two in his home borough of Staten Island), belonging to a cooperative is key. "At the end, whatever money the company makes goes back to the store owners. ... It's a company run by the owners."

Governed by a board made up of nine co-op members, who convene weekly to discuss such matters as what to place on sale and how products should be priced, the store owners gather periodically, including an annual shareholders meeting, and are additionally able to request special meetings whenever they need to address a certain issue.

Beyond that, "the co-op does everything, basically, for you," notes Doleh, explaining that this includes handling distribution, tagging the shelving, providing planograms, giving IT support and coordinating mandatory food safety classes for members. "There's a department from A to Z."

When it comes to items offered in the stores, Key Food products naturally get preference. "Anything that Key Food carries, you have to buy from Key Food," says Doleh. "It's better for you, because it's your company. You try to support your program."

"Other chain stores are owned by companies that keep the profits," he adds, "and that's why we're able to compete. Our prices can be lower than our competition, because I can afford to make less money, because I know I'm going to get [something back] at the end of it. That's how Key Food can compete with other chains."

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Campbell Soup Company's mammoth upstate Ohio facility relies on renewable energy sources and strategic positioning

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AMMONIA



• **Ammonia Regulation: What You Need to Know**
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Ondrej Kruk, Business Unit Manager & Print and Apply Labeling (LPA) expert, Videojet Technologies



Consumers buy products according to personal choice. Brand reputation, packaging and labeling influence their decision.

Health-conscious and environmentally aware consumers not only seek information about the nutritional value of food, but also its source. To compete on the globally, food manufacturers must meet local and international food safety and labeling standards. These require products to display extensive and legible product information, and unique codes for traceability throughout the entire food chain.

Customization of primary and secondary packaging requires a significant amount of information, like dates, lot codes, production details, shelf-life and traceability data, either on the product or its packaging. As consumer demand grows, Stock Keeping Units (SKUs) proliferate, each needing a different set of information, increasing the risk of mislabeled products. To reduce this risk and increase efficiency, manufacturers apply codes during production using late-stage customization, so the required data can be added directly onto the package instead of relying on pre-printed labels. The flexibility afforded by in-line coding and late stage customization allows for quick changeovers, reducing downtime and unnecessary waste. This works well for products destined for overseas where different languages and specific market-related information are required.

Late-stage customization on packaging lines requires technology to handle multiple labeling materials and adapt to varying throughput and line speeds. Manufacturers often use print-and-apply labeling machines because they can be integrated to existing lines and are flexible enough to be used on many packaging materials, with barcode technology providing unit- and batch-specific information. Manufacturers must use barcode-reading equipment to ensure the codes are readable throughout the global distribution chain. ♦

Jack Rubinger, Public Relations Specialist, Graphic Products

Manufacturers should work on organic certification and non-GMO certification. If they claim to be wheat free/gluten free, they should get that certification, too. These are hot buttons that retailers now want in the natural food industry, according to Independent Natural Food Brokers (INFB).

The biggest issue potentially affecting seafood manufacturers is a demand for traceability back to the point where a fish is taken out of the water, according to Rod Moore, West Coast Seafood Processors Association (@WCSPA). "To the extent traceability needs to be displayed on food labels or packaging, changes will need to be made," he said.

New legislation can introduce new labeling scenarios. California is looking at passing a law that will increase the amount of space required for each chicken in an egg production facility. The proposed law would prohibit eggs from being sold in California if they came from non-compliant facilities, even if those facilities were in another state. So an egg producer in Arkansas must meet the California requirements to sell their eggs in California. Tagging and marking egg containers and egg shipments with labels will be critical to ensure only eggs from California-approved egg "farms" are reaching Californians. ♦

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SN

S U P E R M A R K E T N E W S

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ACQUISITIONS

Whole Foods joins the M&A fray

A food retailing industry in flux should help Whole Foods Market buy its way toward its goal of 1,200 U.S. stores, officials said — and it won't necessarily be constrained by store sizes and market densities.

"We've never been conventional with respect to real estate. We're an opportunistic company," Walter Robb, co-CEO of the Austin, Texas-based retailer, said during an investor event last month. "We don't have to open a certain number of stores in the market to make it work. We go where the opportunity is, and where

For more on the Chicago market, see the REGIONAL REPORT on pages 16 and 18.

it's highest, and we take advantage of it."

That attitude was on display last week when Whole Foods announced the pending acquisition of four small natural food stores from New Frontiers Natural Marketplace. The stores — located in Flagstaff, Prescott and Sedona, Ariz., and San Luis Obispo, Calif. — average just 22,000 square feet and none are closer than 70 miles from the nearest existing Whole Foods.

Whole Foods' previous acquisition, made earlier this year, provides a contrast — seven Dominick's supermarkets in densely populated Chicago — a market where Whole Foods already operates more than 20 stores.

"I think you have to credit See Whole Foods, page 40

Well Connected

Exclusive Allrecipes.com survey details how modern consumers search for recipes and shop for ingredients

FOR YOUNG GROCERY SHOPPERS, ONE OF THE most important ingredients in the meal-planning process is not even edible.

A survey of 1,500 American shoppers across all age groups, conducted for SN by Allrecipes.com, shows that Millennials are using their smartphones

for recipe searches far more than older generations — even going so far as to rely on their mobile devices to look up last-minute dinner ideas while shopping in the supermarket.

"That is just the way Millennials are wired," said

Continued on page 20

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fresh

SUSTAINABILITY

Progress reported on sow stall transitions

LESS THAN TWO YEARS after committing to eliminating gestation crates from their pork supply, several mainstream retailers have reported steady progress in transitioning suppliers away from those methods of production.

Supervalu, which said in 2012 that it would require all producers to transition away from the crates within five years, announced last month that its pork suppliers have made progress on the company's goal and will be required to submit progress reports to the company this year. As reported

Other retailers told *SN* they are in regular contact with their pork suppliers and actively working with them during the transition period.

"Our major pork suppliers have been diligent in keeping us up to date on their sow housing conversion efforts from individual stalls to group housing," said James Hyland, a spokesman for Roundy's, which announced last October it will phase out gestation crates by 2022.

Kroger, which has called on its suppliers to speed up the transition process, said it

pledges.

"Between converting entire divisions and asking for regular reports from their pork producers, it's very clear that these retailers are taking this initiative seriously," said Matthew Prescott, director of food policy at the Humane Society of the United States, which has worked closely with retailers making the transition.

The past several years have seen a growing number of companies throughout the food sector — from Subway to Au Bon Pain — jump on board. Prescott argued that these



Many retailers reacted to CUSTOMER DEMAND when seeking changes on gestation crate usage.

earlier by *SN*, Safeway recently stated it has transitioned its Eastern division's fresh pork supply to producers that use the preferred group housing method for breeding sows. The Pleasanton, Calif.-based retailer, which made its commitment to eliminate gestation stalls in 2012, said it will soon complete the transition of another division, and that it will require a progress report from all suppliers by the end of this year.

"Safeway will continue to shift its pork business to suppliers that have publicly announced plans for moving away from gestation stalls to group housing systems," the retailer said in a statement.

is keeping close tabs on their progress.

"We are actively talking with our suppliers and plan a progress update in our annual sustainability report, which we publish in June," said Keith Dailey, a spokesman for the Cincinnati-based retailer.

Similar reports have also come in from supermarkets like Harris Teeter, Target and Ahold USA, all of which plan to eliminate gestation crates within the next five to 10 years. Some — like Safeway, which unveiled its line of Open Nature pork products sourced exclusively from suppliers that don't use gestation crates — are surpassing their original

crates are both inhumane and inefficient.

"The fact is, gestation crates are a 1960s technology in a 21st-century world," he said. "There are better, more efficient ways to breed pigs that don't involve confining them in cages."

Hyland said Roundy's did a comprehensive cost-benefit analysis in making its decision, but that, in the end, the wishes of its shoppers were most important.

"Customer expectations in the areas of food safety and animal welfare have increased, and Roundy's is a customer-centric company," he said.

—Jeff Wells

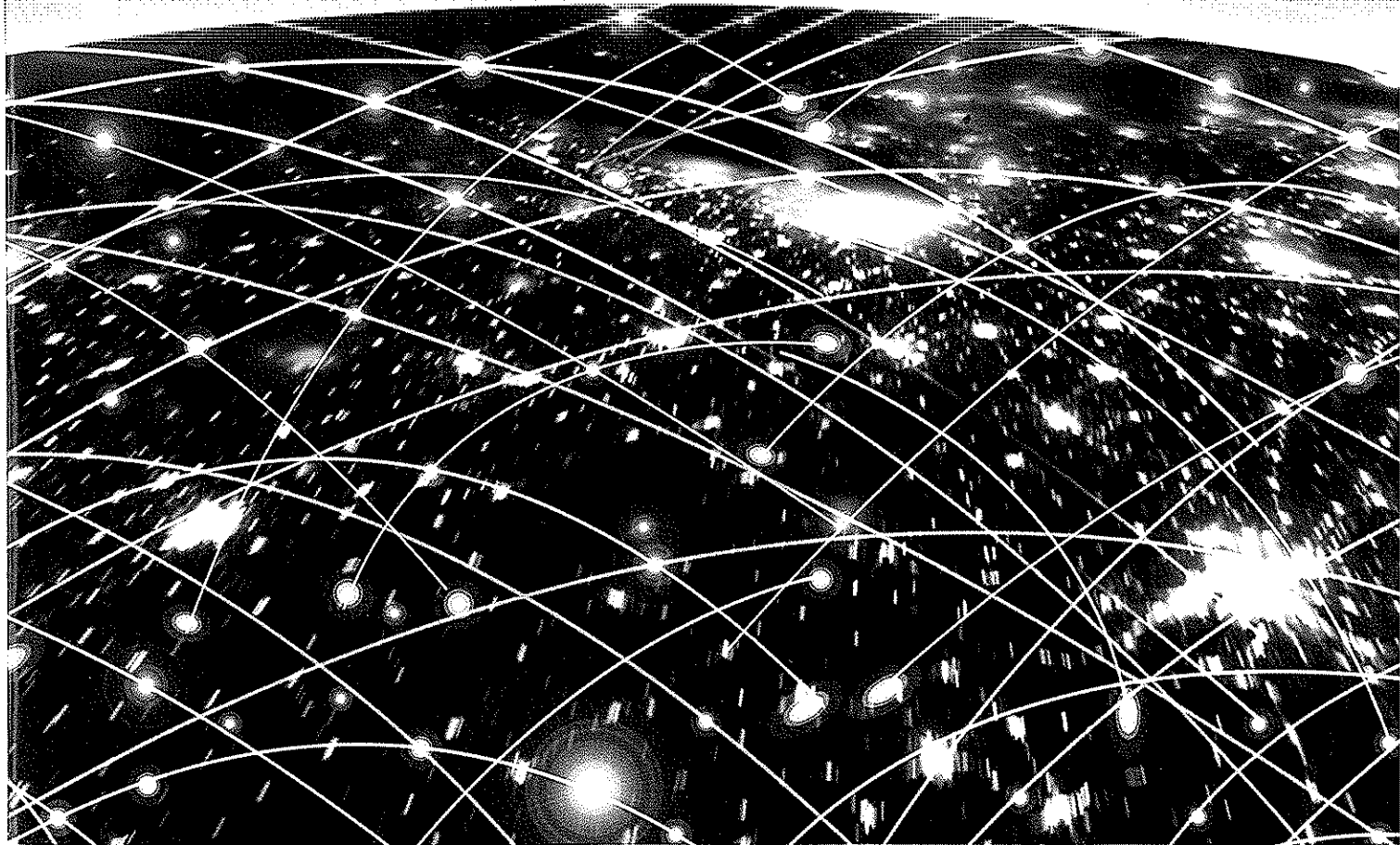
PHOTO BY THINKSTOCK

STORES

The Magazine of NRF

BRAVE NEW WORLD

How the
'Internet of Things'
will transform retail



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The firm also plans to use the information to stock merchandise as well as communicate and service customers at its new store locations.

"Stylitics gives us information that will help us give better service to our customers when they come into our stores," he says. "It will help us know what items to recommend to our customers and what to put into their dressing rooms."

WHAT CONSUMERS WANT

Rebecca Minkoff targets a broad range of customers, but its primary market is women between 18 and 32 years old that it terms "downtown romantics" — urban consumers looking for moderately high-end items. Clothing items typically sell in the \$195 to \$350 range; Minkoff describes the company as "an accessible luxury brand."

"We want to be the brand of first moments, those five or six experiences in a woman's life that shape her life — graduating from college, getting her first job, getting engaged, getting married," he says.

Stylitics targets women between the ages of 24 and 30, although men and women outside the target market use it as well; some 90 percent of users are based in the United States. The income range of users is broad, but they tend to spend more on clothing per month than the average consumer.

The original retail application was aimed at creating a panel of consumers that selected merchants could use as focus groups to gain information for new product offerings and promotions. But Stylitics realized there was a lot more it could do with this data.

"Our goal now is to make this more accessible to customers to gather more information," says co-founder and CMO Zach Davis, "and then partner with big brand retailers to provide them with analytical information about what consumers are buying."

Davis describes Stylitics' connected closet as the "future of personalization" in retail. "There is so much fragmentation in the information retailers gather. It is not only three or four stores that consumers shop anymore," he says. "They are shopping all over the world and it is hard for a retailer to gather information about what its customers are buying. Most retailers know less than 5 percent of what their customers own and want."

Stylitics was recently improved to make it easier for participating retailers to gather information. "With one click, retailers can download information about their customers into their systems to analyze," Davis says.

The platform is also helping to improve retailers' electronic communications with consumers. "E-mail marketing is a mess right now," he says. "Retailers need to get the right message [out] at the right time, and the data to do that is not always accessible." **STORES**

Lauri Giesen is a Libertyville, Ill.-based business writer with extensive experience in covering payment and finance issues.

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Egg Industry

News for the Egg Industry Worldwide



Inside

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China presents massive opportunities for pork and poultry exporters



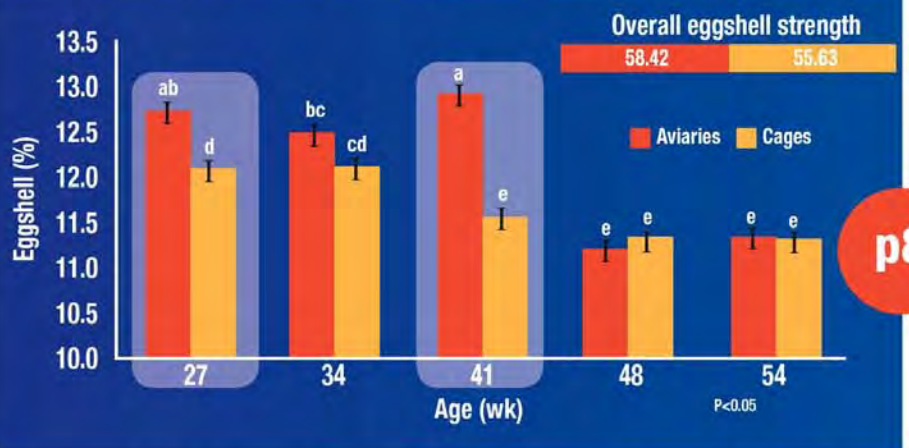
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What is the next step forward for shell egg safety?



p4

Effect of housing systems on percentage and breaking strength of eggshells



p8

University of Nebraska researchers found egg shell strength was greater in aviary-housed hens than in cage-housed hens over the life of the flocks, with the greatest difference found when flocks were 27 and 41 weeks of age.

a panel of antimicrobials using the National Antimicrobial Resistance Monitoring System (NARMS) methods. The housing environments were negative for *Salmonella* prior to placement of the hens, but the feed was not always negative. No *Salmonella* isolates were resistant to any antimicrobials tested. Resistant strains of *E. coli* were found in the aviary and enriched housing systems. *Salmonella Kentucky* was only isolated in the enriched system. Data collection is continuing in this ongoing project.

Organic protein alternatives

Burely, Hulet and Patterson, Penn State University, evaluated organic feed sources that would help poultry producers meet the methionine requirements for broilers fed organic diets. They compared organic fish meal, naked oats and sunflower meal as feed ingredients along with limited synthetic methionine supplementation. The most promising combinations were fish meal and naked oats along with the allowed 2 pounds per ton synthetic methionine supplementation, as per the revised national organic standards. Egg producers should have similar access to organic fish meal or naked oats for their organic diets.

Enzyme supplementation

A multi-institution team (Adhikari et al.) investigated the effect of β -mannanase supplementation in laying hens fed a diet low in protein and energy. The team reported a short-term (8-week) increase in feed intake and then a drop in feed intake after 8 weeks, which they hypothesized was due to improved feed efficiency with the β -mannanase treatments. There were no overall effects on egg production or egg quality. However, eggshell thickness was reduced in eggs from hens on the low-density diet.

Dr. Sheila E. Purdum, professor, Animal Science Department, University of Nebraska-Lincoln, spurdum2@unl.edu

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Sweet Lorraine's puts out baguettes to show customers what's available.

As a wholesale operation, Formica Bros. bakes an average of 50,000 pieces of bread a day to fill that day's existing orders. "We are unlike other bakeries that inventory breads," Giampaolo says. "We do not, as our breads are made to be service ready, so that they reach the customer as fresh as possible the day they are to be used." This strategy keeps waste for Formica Bros. to a minimum.

"Since we bake to order we have very little waste," Giampaolo says. "Most of our bread that is left over is turned into bread crumbs, which we sell. We do not have a staling issue because we do not keep stock of our breads."

Low volume production

It probably comes as no surprise that the baguette has not gained the popularity in Charlotte, NC, that it has in Paris. Sweet Lorraine's has been in business for over 18 months and big baguette business hasn't caught on yet. "We really don't do a tremendous amount of baguette business," says Christine Guerriero, co-owner of Sweet Lorraine's in Charlotte. "We do breads, and they're delicious, but it's just not a huge part of my business."

Sweet Lorraine's makes only about a dozen baguettes a week. "I expected that it would be bigger, but it just hasn't happened yet," Guerriero says. But as a graduate of the French Culinary Institute in New York City, Guerriero has not

INSIDE

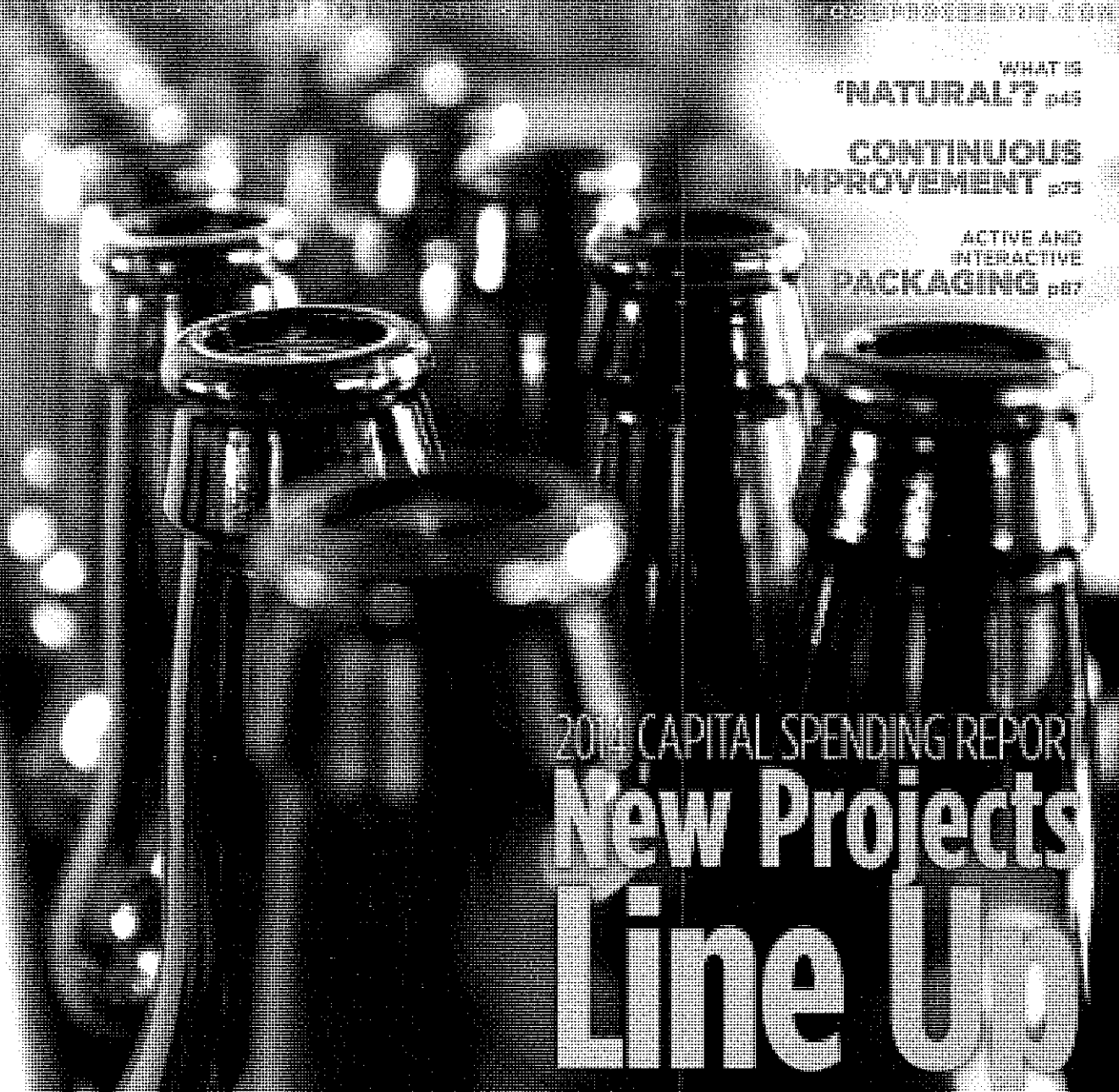
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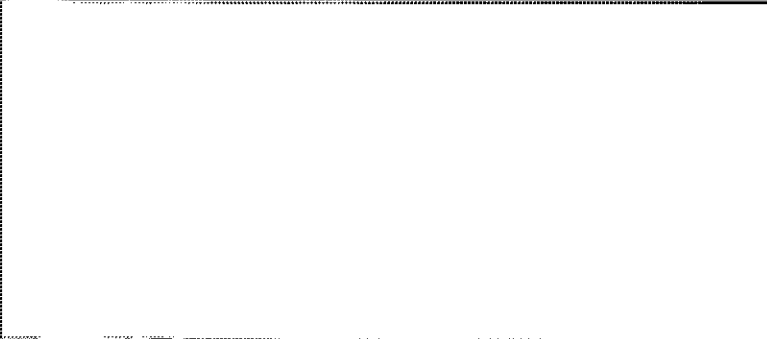
WHAT IS 'NATURAL'? p46

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ACTIVE AND INTERACTIVE PACKAGING p67



2014 CAPITAL SPENDING REPORT New Projects Line Up



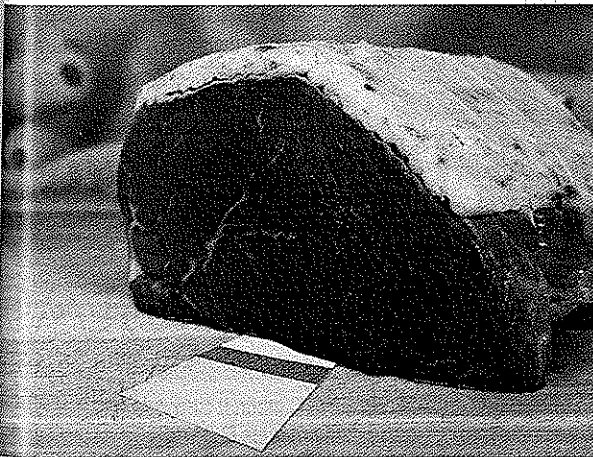
Small brewers are among the leaders in our annual look at construction, which foresees a 15 percent increase. p34

PHOTO: THOMAS

United Kingdom at retailer Waitrose (www.waitrose.com). The old package, the new one is a flow-wrapped pouch. The odor-absorbing patch is integrated into the automated packaging operation, with a label applicator applying the patches to the film as it goes into the flow wrapper. Thus each pouch that comes off the line is sealed with an internal patch. Thanks at least in part to the patch, the on-the-go snack is "doing extremely well," Balderson says. "You can pick it up in the office, and you don't have to worry about the smell." A variant of this odor-absorbing technology is used in meat packaging to eradicate odors that develop inside vacuum packs of beef, pork and poultry. In those instances, the technology is combined with a moisture-absorbing pad. Sirane developed odor-absorbing pads for meat on behalf of Asda. The British retailer had been experiencing an unacceptably high level of returns of vacuum-packed meat, because of what the product smelled like when consumers opened the packages. "There's a thing called confinement odor, which is a very strong smell you get when you open a vacuum pack that's had meat in it," Balderson says, explaining that the odor develops when meat is held in an anaerobic environment. It's a "stagnant, sour smell. It's very unpleasant, and when we were opening the packaging, thinking the meat was off and then we put it back to the store. [But] there was nothing wrong with the meat." To test the efficacy of the odor-absorbing pads in vacuum packs, Sirane performed a one-million-package trial. The return rate was cut in half, and the retailer "then adopted [the technology] in every vacuum pack and they tell all of their suppliers now to use it in all of the meat packaging," Balderson says.

Factor

In contrast to the quietly functional snack-egg package, a recent Yoplait Go-Gurt pouch used thermochromic technology to add playfulness and interactivity to packaging. The stick pack, which was a limited-time promotional package, was decorated with a character from the Pixar movie "Despicable Me 2." The pouch is printed with thermochromic (color-shifting) inks that cause the "minion" character change from purple, when refrigerated, to yellow as the product warms up. To speed up the process, package text asks consumers to press on a circle printed just above the minion's head.



Odor-absorbing pads in meat packaging eliminate odors that develop inside vacuum packs of beef, lamb, pork and poultry, even though the meat is perfectly safe. Sirane developed this pad for UK grocer Asda.

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Living

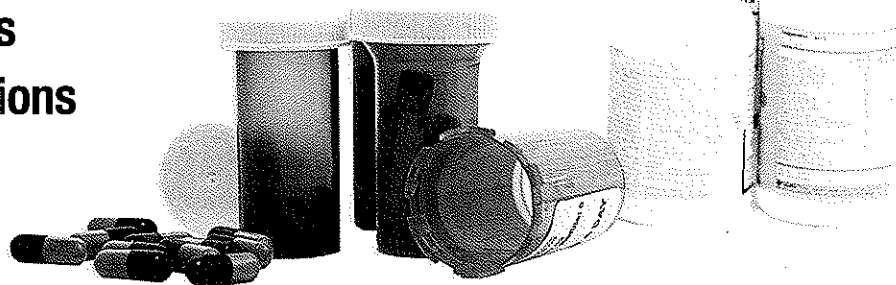
the pharmacist is in

Why the most valuable player on your person-centered care team just might be a pharmacist

**Medical directors and quality
Safety: Harnessing hazards
Curbing ostomy site infections**



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POLICY MATTERS

The vision statement is a written picture of the organization's future and is intended to inspire and connect all staff.

in the guide demonstrates how the mission statement builds on the vision. Input from the staff as well as leadership is key to developing a mission statement that truly reflects person-centered care and provides a written picture of the home's reason for doing what it does every day.

PURPOSE STATEMENT

Describing how the vision and mission will support QAPI is the third part of QAPI Step 4. Develop a purpose statement, which is a written declaration of what a home intends to accomplish through QAPI. This statement is the connecting path to the vision and mission statement. It speaks to how the vision and mission will be accomplished.

CMS also provides an example of a purpose statement in the aforementioned guide tool. As with the mission and vision statement, staff input is vital to the viability and usefulness of a home's purpose statement.

GUIDING PRINCIPLES

The fourth part of the stairway leading to the development of the purpose and scope for QAPI is to establish guiding principles. The facility's principles are the moral rules or beliefs that influence the staff's actions by helping them know what is right and what is wrong. These principles explain why and how a home does what it does by detailing its QAPI philosophy. This part of QAPI Step 4 also includes examples of several guiding principles.

As with all the other parts of developing this portion of the QAPI process, this one requires staff input. It is the foundation of the facility's culture and directs the actions of every person working in it. Staff input is critical to the strength of this foundation and compliance with the expected behaviors and actions.

SCOPE, ASSEMBLY

Parts five and six of QAPI Step 4 are to define the scope of QAPI in your organization and then assemble the document. The scope speaks to the types of care and services provided and the effect on the home's clinical care, quality of life, resident choices and care transitions. In these final two parts, the facility describes how QAPI will be used for the ongoing assessing, monitoring and improving of performance for the identified care and services. After completing parts one through five and receiving input from staff, residents and family, the documents are assembled in preparation for writing the QAPI plan. LTL

Neil Griffin, LPN, EdM, is a Healthcare Quality Improvement Facilitator, a certified TeamSTEPS Master trainer and author. She can be reached at neil.griffin@comcast.net.

Market Report David Sprinkle

Get more: Get the latest industry market information, including articles, company profiles and data at www.petfoodindustry.com/marketinformation.aspx.

Superpremium sales potential through veterinarians



The number of pet owners who buy petfood through vets is growing, say data.

VETERINARIANS' PET HEALTH and wellness expertise and ability to recommend products have yet to be leveraged to full advantage across much of the pet products market. Although the level and sophistication of pet product retailing varies from one veterinary office to the next, such efforts will typically be anchored by high-grade foods, with a focus on specialized diets.

This business got a push back in 2013 when the American Animal Hospital Association (AAHA) and the World Small Animal Veterinary Association released guidelines calling for the nutritional assessment of pets

as part of routine physical examinations, making nutritional recommendations the "fifth vital assessment" in pet healthcare alongside temperature, pulse, respiration and pain.

Even so, nutritional therapy is still a relatively new concept, and the therapeutic petfood segment is capable of significant growth as traditional veterinarians become more enthusiastic about recommending specialized foods.

Moreover, the growing range of petfood delivery services, and particularly subscription deliveries, could be a perfect fit and logistics simplifier for veterinarians and for their pet parent and dog and cat clients alike.

PURCHASING PET PRODUCTS through veterinarians may be back on the upswing, according to Packaged

Facts' upcoming *Pet Market Outlook 2014-2015*, based on Simmons national consumer survey data from Experian Marketing Services. In absolute numbers, according to these Simmons data, nearly 8.9 million dog or cat owners are buying pet products from their veterinarians. Among multi-pet owners with dogs as well as cats, in particular, the percentage who buy pet products through vets has rebounded to 19% (see Table 1).

It's not surprising, given the discretionary nature (and discretionary spending) of keeping pets and providing them with professional veterinary care, that there is an upscale skew to those who buy pet products through their vets. According to Simmons data, one-third (33%) of those who buy pet products at vets have a household income of US\$100,000 or more, compared with one-fourth (26%) of pet owners overall (see Table 2). More than 15% of pet owners who buy vet products have a household income of US\$150,000 or more, compared with less than 10% of US households overall.

Data from Packaged Facts' January/February 2014 *Pet Owner Survey* confirm that those who buy pet products through their veterinarians spend more on pet care: half (50%) of these vet shoppers spend

Table 1: Percent of US Dog- or Cat-owning Households Who Purchase Pet Products through Veterinarians, 2010-2013

	2010	2011	2012	2013
Dog or Cat Owners	16.0%	15.1%	13.6%	14.1%
Dog Owners	17.3%	16.8%	14.3%	16.0%
Cat Owners	15.6%	12.1%	12.6%	13.5%
Dog or Cat Owners	19.5%	14.0%	13.8%	19.3%

Source: Packaged Facts, *Pet Market Outlook 2014-2015*. Compiled by Packaged Facts based on Experian Marketing Services, Fall 2013 Simmons NCS Adult Study 12Month Base. Household. Copyright 2014 Experian Information Solutions Inc. All rights reserved.

David Sprinkle is the publisher and research director at Packaged Facts, a leading supplier of market research on the US pet industry.

Table 2: US Household Income Profile: Households Overall, Households with Pets, Households That Purchase Pet Products through Veterinarians, 2013

	US Households	Own Pets	Buy Pet Products through Vets
Under \$25K	24.0%	21.5%	15.7%
\$25K-\$49K	23.6%	22.9%	20.6%
\$50K-\$74K	17.5%	17.3%	19.7%
\$75K-\$99K	11.5%	12.5%	11.3%
\$100K-\$149K	13.9%	14.8%	17.4%
\$150K+	9.5%	11.0%	15.4%

Source: Packaged Facts, *Pet Market Outlook 2014-2015*. Compiled by Packaged Facts based on Experian Marketing Services, Fall 2013 Simmons NCS Adult Study 12Month Base. Household. Copyright 2014 Experian Information Solutions Inc. All rights reserved.

Table 3: Monthly Pet Product Spending Levels: Pet-owning Households Overall vs. Households That Purchase Pet Products through Veterinarians, 2013

Classification	Dog Owners	Cat Owners
No spending in last 30 days	4%	3%
Under \$10	7%	5%
\$10-\$24	27%	16%
\$25-\$49	30%	27%
\$50-\$74	18%	20%
\$75-\$99	7%	14%
\$100 or more	7%	16%

Note: Percentages reflect responses to survey question, "Within the last 30 days, how much have you spent on pet products of any type?"

Source: Packaged Facts January/February 2014 *Pet Owner Survey*

US\$50 or more on pet products monthly, compared with one-third (32%) of pet owners overall (see Table 3).

THESE HIGHER-SPENDING PET PARENTS are prime prospects for high-grade petfoods that their personal veterinarian recommends. Leading marketers, such as Hill's, Mars/Illoyal Carin and Nestlé Purina, have made the veterinary channel a big focus in recent years, offering formulas that feature advanced ingredients and target specific life-stages or health conditions.

This marketing push is both fueling and being fueled by growing interest in targeted nutrition among veterinarians. Facile in the spread of consumer-friendly, easily internet-managed subscription delivery services for packaged goods (see *Animals' "Subscribe & Save"*), along with an aging and urbanizing population, and you may have a perfect recipe for the future for superpremium petfood retailing. ■

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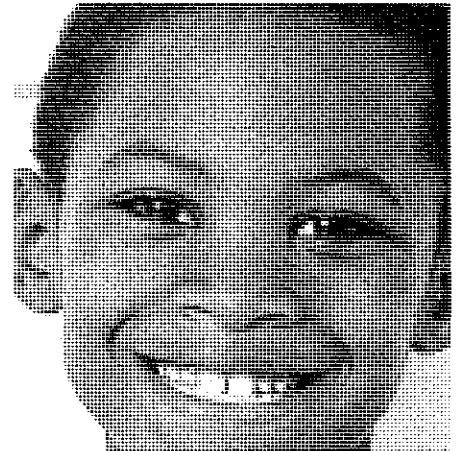
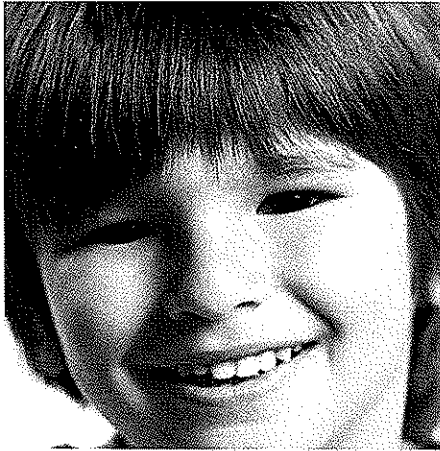
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School Nutrition

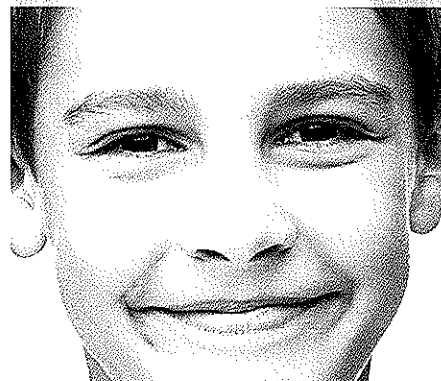
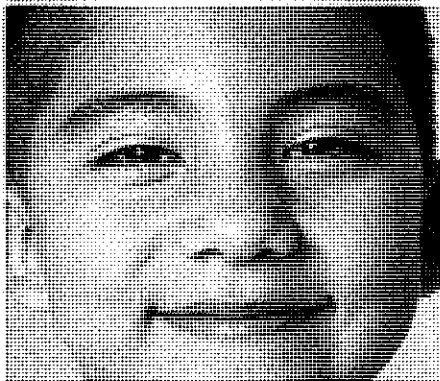
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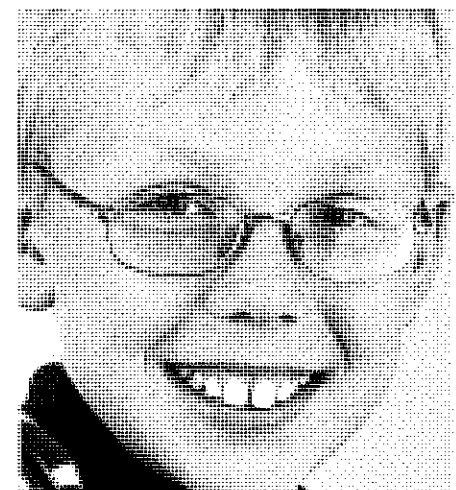
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Diversity



Embracing All Of Our Delightful **Differences**



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The Court appointed Steven A. Asher of Weinstein Kitchenoff & Asher LLC; Michael D. Hausfeld of Hausfeld LLP; Stanley D. Bernstein of Bernstein Liebhard LLP; and Stephen D. Susman of Susman Godfrey LLP as Interim Co-Lead Class Counsel. You do not have to pay them or anyone else to participate. You may hire your own lawyer at your own expense.

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At 2:00 p.m. on September 18, 2014, at the United States District Court, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, the Court will hold a hearing to determine the fairness and adequacy of the Cal-Maine Settlement and the Sparboe Amendment, and consider a motion for an award of attorneys' fees and reimbursement of litigation costs. You may appear at the hearing, but are not required to do so.

Please note that the Court may change the date and/or time of the Fairness Hearing without further notice. Settlement Class members are advised to check www.eggproductsettlemnt.com for any updates.

How can I learn more?

This notice is only a summary. For more information, visit www.eggproductsettlemnt.com.

www.eggproductsettlemnt.com

Ferris, vice president, school foodservice at AdvancePierre Foods, about why his company makes it a priority to support SNF ("an important partner in our efforts") above and beyond its other activities with SNA, including advertising and exhibiting.

Ferris and his colleagues recognize SNF's long record of success. "The work of SNF has always been important," Ferris notes. "The role schools play in ensuring children are fed is continually evolving, and it's essential that school nutrition professionals and the companies they partner with understand the trends." He points to the value of SNA research that, for example, tracks the growth in school breakfast programs. "These insights are very valuable and enable AdvancePierre to listen and respond to what's happening. ... Our alignment with SNA/SNF makes us a better resource and innovator."

Support of SNF is a natural for this company, which considers itself "big believers in collaboration," asserts Ferris. Industry partnerships are vital to establishing a solid "foundation" of support for organizations like SNF.

"[SNA/SNF]'s ideals are in lockstep with the ideals of our company and—quite literally—the success in our collective future," he continues. "Feeding children and teaching them how to make healthy meal choices as they grow is critical to their future success and happiness. School nutrition is more than just a 'business' to AdvancePierre Foods, and our support of SNF and SNA champions the empowerment of kids." **SN**

Patricia Fitzgerald is editor of School Nutrition.

BONUS
WEB CONTENT

SNA Past President and SNF School Nutrition Hero Award Winner Dorothy Caldwell continues to inspire with her passion for school nutrition—and for the role that SNF plays in supporting SNA and its members. Read more of her reflections online at www.schoolnutrition.org/snmagazinebonuscontent.

Exhibit 3

	GCG No.	Name	Name Field 2	City	State
1	204	THE KROGER CO.	C/O KENNY NACHWALTER	MIAMI	FL
2	239	SAFEWAY INC	C/O KENNY NACHWALTER	MIAMI	FL
3	271	WALGREEN CO.	C/O WILLIAM BLECHMAN & DOUGLAS PATTON	MIAMI	FL
4	279	CONOPCO INC	C/O KENNY NACHWALTER	MIAMI	FL
5	280	HY-VEE, INC.	C/O KENNY NACHWALTER	MIAMI	FL
6	286	ALBERTSONS LLC	C/O KENNY NACHWALTER	MIAMI	FL
7	290	THE GREAT ATLANTIC & PACIFIC TEA COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
8	312	H.E. BUTT GROCERY COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
9	358	MARSH SUPERMARKETS LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
10	385	H.J. HEINZ COMPANY	C/O AHERN & ASSOCIATES	CHICAGO	IL
11	386	ROUNDY'S SUPERMARKETS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
12	398	WINN-DIXIE STORES, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
13	452	C&S WHOLESALE GROCERS, INC.	D/B/A CASH 'N CARRY	CHICAGO	IL
14	465	FOUR B CORP D/B/A BALLS FOOD	C/O STUEVE SIEGEL HANSON	KANSAS CITY	MO
15	470	ASSOCIATED WHOLESALE	NASHVILLE DIVISION	GOODLETTSVILLE	TN
16	471	CONSENTINO GROUP, INC	C/O STUEVE SIEGEL HANSON	KANSAS CITY	MO
17	472	MID-AM FOOD ENTERPRISES, INC.	C/O STUEVE SIEGEL HANSON	KANSAS CITY	MO
18	473	CONSENTINO ENTERPRISES, INC	C/O STUEVE SIEGEL HANSON	KANSAS CITY	MO
19	494	MORNING SONG LLC	VANEK, VICKERS & MASINI,	CHICAGO	IL
20	502	ALBERTSON'S, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
21	503	AMERICAN DRUG STORES, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
22	504	AMERICAN STORES COMPANY	C/O DAVID P. GERMAINE	CHICAGO	IL
23	505	BRISTOL FARMS	C/O DAVID P. GERMAINE	CHICAGO	IL
24	506	JEWEL FOODS, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
25	507	NEW ALBERTSON'S, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
26	508	PREFERRED PRODUCTS, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
27	509	SAVE-A-LOT FOOD STORES, LTD	C/O DAVID P. GERMAINE	CHICAGO	IL
28	510	SCOTT'S FOOD STORES, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
29	511	SHAWS SUPERMARKETS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
30	512	SHOP-N-SAVE WAREHOUSE	C/O DAVID P. GERMAINE	CHICAGO	IL
31	513	SHOPPERS FOOD WAREHOUSE	C/O DAVID P. GERMAINE	CHICAGO	IL
32	514	SOUTHSTAR, LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
33	515	SUPERVALU INC	C/O DAVID P. GERMAINE	CHICAGO	IL
34	516	W NEWELL & CO	C/O DAVID P. GERMAINE	CHICAGO	IL
35	706	ACME MARKETS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
36	707	MORAN FOODS	C/O DAVID P. GERMAINE	CHICAGO	IL
37	709	AMERICAN PROCUREMENT & LOGISTICS CO LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
38	710	FF ACQUISITION LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
39	711	NC&T SUPERMARKETS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
40	712	RICHFOOD, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
41	713	SAVE-A-LOT TYLER GROUP, LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
42	714	SUPER RITE FOODS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL

43	715	SUPERMARKER OPERATORS OF AMERICA, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
44	716	SUPERVALU HOLDINGS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
45	717	VALU VENTURES 2, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
46	721	ASSOCIATED WHOLESALE	GULF COAST DIVISION	PEARL RIVER	LA
47	1000448	FOOD INGREDIENT SALES, L.L.C.	C/O DIANE DEPAULA	NEW ORLEANS	LA
48	1001256	LAS BRANDS, INC.	5000 KANSAS AVENUE	KANSAS CITY	KS
49	1003355	GIANT EAGLE, INC.	C/O MOIRA CAIN-MANNIX	PITTSBURGH	PA
50	1006968	ASSOCIATED WHOLESALE	OKLAHOMA CITY DIVISION	OKLAHOMA CITY	OK
51	1006978	ASSOCIATED WHOLESALE	SPRINGFIELD DIVISION	SPRINGFIELD	MO
52	1006979	ASSOCIATED WHOLESALE	FORT WORTH DIVISION	FORT WORTH	TX
53	1006981	ASSOCIATED WHOLESALE GROCERS-KANSAS	4701 SPEAKER ROAD	KANSAS CITY	KS
54	1006982	ASSOCIATED WHOLESALE	MEMPHIS DIVISION	SOUTHAVEN	MS
55	1008172	FLEMING CO-GOODLETTSVILLE	500 S CARTWRIGHT ST	GOODLETTSVILLE	TN
56	1008182	FLEMING CO-SOUTHAVEN	2929 STATE LINE RD	SOUTHAVEN	MS
57	1012119	BROWN BROTHERS PRODUCE COMPANY, INC.	9647 IDOT SHED ROAD	NASHVILLE	IL
58	1013675	JEWEL FOOD STORES	C/O DAVID P. GERMAINE	CHICAGO	IL
59	1016803	ZZ-ASSOCIATED WHOLESALE GRC-SPRINGFIELD	3201 E DIVISION ST	SPRINGFIELD	MO
60	7178043	ASSOCIATED WHOLESALE GROCERS, INC.	CORP HEADQUARTERS & KANSAS CITY DIV	KANSAS CITY	KS
61	7285865	PUBLIX SUPER MARKETS, INC.	C/O THE VANEK, VICKERS & MASINI, P.C.	CHICAGO	IL

Exhibit 4

	GCG No.	Primary GCG No.	Name	Name Field 2	City	State
1	60	1012119	BROWN BROTHERS PRODUCE CO	9447 IDOT SHED ROAD	NASHVILLE	IL
2	201	204	KROGER	C/O KENNY NACHWALTER	MIAMI	FL
3	206	204	KROGER LIMITED PARTNERSHIP I	C/O KENNY NACHWALTER	MIAMI	FL
4	208	204	KRGP INC.	C/O KENNY NACHWALTER	MIAMI	FL
5	209	204	KROGER TEXAS L.P.	C/O KENNY NACHWALTER	MIAMI	FL
6	211	204	THE KROGER CO. OF	C/O KENNY NACHWALTER	MIAMI	FL
7	213	204	CITY MARKET	C/O KENNY NACHWALTER	MIAMI	FL
8	214	204	DILLON	C/O KENNY NACHWALTER	MIAMI	FL
9	216	204	DILLON COMPANIES, INC.	C/O KENNY NACHWALTER	MIAMI	FL
10	218	204	FRED MEYER	C/O KENNY NACHWALTER	MIAMI	FL
11	220	204	FRED MEYER, INC.	C/O KENNY NACHWALTER	MIAMI	FL
12	221	204	FRED MEYER JEWELERS,	C/O KENNY NACHWALTER	MIAMI	FL
13	223	204	FMJ, INC.	C/O KENNY NACHWALTER	MIAMI	FL
14	225	204	FRED MEYER STORES, INC.	C/O KENNY NACHWALTER	MIAMI	FL
15	227	204	FRY'S	C/O KENNY NACHWALTER	MIAMI	FL
16	229	204	GERBES	C/O KENNY NACHWALTER	MIAMI	FL
17	230	204	HEALTHY OPTIONS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
18	231	204	JAY C FOOD STORES	C/O KENNY NACHWALTER	MIAMI	FL
19	232	204	JUNIOR FOOD STORES OF WEST FLORIDA, INC.	C/O KENNY NACHWALTER	MIAMI	FL
20	233	204	KESSEL	C/O KENNY NACHWALTER	MIAMI	FL
21	234	204	KESSEL FOOD MARKETS,	C/O KENNY NACHWALTER	MIAMI	FL
22	235	204	KING SOOPERS	C/O KENNY NACHWALTER	MIAMI	FL
23	236	204	KWIK SHOP, INC.	C/O KENNY NACHWALTER	MIAMI	FL
24	237	239	SAFEWAY	C/O KENNY NACHWALTER	MIAMI	FL
25	238	204	LOAF 'N JUG	C/O KENNY NACHWALTER	MIAMI	FL
26	240	204	MINI MART	C/O KENNY NACHWALTER	MIAMI	FL
27	241	239	SAFEWAY FOOD & DRUG	C/O KENNY NACHWALTER	MIAMI	FL
28	242	204	MINI-MART, INC.	C/O KENNY NACHWALTER	MIAMI	FL
29	243	239	CARR-GOTTSTEIN FOODS	C/O KENNY NACHWALTER	MIAMI	FL
30	244	204	QFC	C/O KENNY NACHWALTER	MIAMI	FL
31	245	204	QUIK STOP	C/O KENNY NACHWALTER	MIAMI	FL
32	246	239	DOMINICK'S	C/O KENNY NACHWALTER	MIAMI	FL
33	247	204	QUIK STOP MARKETS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
34	248	239	DOMINICK'S FINER FOODS	C/O KENNY NACHWALTER	MIAMI	FL
35	249	204	FOOD 4 LESS	C/O KENNY NACHWALTER	MIAMI	FL
36	250	239	GENUARDI'S	C/O KENNY NACHWALTER	MIAMI	FL
37	251	204	FOOD 4 LESS HOLDINGS,	C/O KENNY NACHWALTER	MIAMI	FL
38	252	239	GENUARDI'S FAMILY MARKETS LP	C/O KENNY NACHWALTER	MIAMI	FL
39	253	204	RALPHS	C/O KENNY NACHWALTER	MIAMI	FL
40	254	239	RANDALL'S	C/O KENNY NACHWALTER	MIAMI	FL

41	255	204	RALPHS GROCERY	C/O KENNY NACHWALTER	MIAMI	FL
42	256	239	RANDALL'S FOOD &	C/O KENNY NACHWALTER	MIAMI	FL
43	257	204	SMITH'S	C/O KENNY NACHWALTER	MIAMI	FL
44	258	239	TOM THUMB FOOD &	C/O KENNY NACHWALTER	MIAMI	FL
45	259	204	SMITH'S FOOD & DRUG CENTERS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
46	260	204	TOM THUMB	C/O KENNY NACHWALTER	MIAMI	FL
47	261	239	SIMON DAVID	C/O KENNY NACHWALTER	MIAMI	FL
48	262	239	VONS	C/O KENNY NACHWALTER	MIAMI	FL
49	263	204	TURKEY HILL	C/O KENNY NACHWALTER	MIAMI	FL
50	264	239	VONS GROCERY COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
51	265	204	TURKEY HILL, L.P.	C/O KENNY NACHWALTER	MIAMI	FL
52	266	239	THE VONS COMPANIES	C/O KENNY NACHWALTER	MIAMI	FL
53	267	204	THGP CO., INC.	C/O KENNY NACHWALTER	MIAMI	FL
54	268	239	PAK N SAVE FOODS	C/O KENNY NACHWALTER	MIAMI	FL
55	269	271	WALGREEN	C/O WILLIAM BLECHMAN	MIAMI	FL
56	270	239	PAVILIONS	C/O KENNY NACHWALTER	MIAMI	FL
57	272	239	PAVILIONS PLACE	C/O KENNY NACHWALTER	MIAMI	FL
58	273	271	DUANE READE	C/O WILLIAM BLECHMAN	MIAMI	FL
59	274	239	JERSEYMAID MILK	C/O KENNY NACHWALTER	MIAMI	FL
60	275	271	DUANE READE, INC.	C/O WILLIAM BLECHMAN	MIAMI	FL
61	276	239	EXTREME VALUE	C/O KENNY NACHWALTER	MIAMI	FL
62	277	239	EXTREME VALUE CENTERS	C/O KENNY NACHWALTER	MIAMI	FL
63	278	280	HY-VEE	C/O KENNY NACHWALTER	MIAMI	FL
64	281	280	PERISHABLE DISTRIBUTORS OF IOWA,	C/O KENNY NACHWALTER	MIAMI	FL
65	282	279	ADOLPH'S LTD	C/O KENNY NACHWALTER	MIAMI	FL
66	283	279	ALATHIA US LIMITED	C/O KENNY NACHWALTER	MIAMI	FL
67	284	286	ALBERTSONS	C/O KENNY NACHWALTER	MIAMI	FL
68	285	279	BBJ PRODUCTS INC	C/O KENNY NACHWALTER	MIAMI	FL
69	287	279	BEN & JERRY'S	C/O KENNY NACHWALTER	MIAMI	FL
70	288	290	A & P	C/O KENNY NACHWALTER	MIAMI	FL
71	289	279	BEN & JERRY'S FRANCHISING INC	C/O KENNY NACHWALTER	MIAMI	FL
72	291	279	BEN & JERRY'S GIFT CARD LLC	C/O KENNY NACHWALTER	MIAMI	FL
73	292	290	PATHMARK	C/O KENNY NACHWALTER	MIAMI	FL
74	293	279	BEN & JERRY'S HOMEMADE INC	C/O KENNY NACHWALTER	MIAMI	FL
75	294	290	PATHMARK STORES, INC.	C/O KENNY NACHWALTER	MIAMI	FL
76	295	279	BESTFOODS	C/O KENNY NACHWALTER	MIAMI	FL
77	296	279	BROOKE-BOND INVESTMENTS INC	C/O KENNY NACHWALTER	MIAMI	FL
78	297	290	WALDBAUM'S	C/O KENNY NACHWALTER	MIAMI	FL
79	298	290	THE FOOD EMPORIUM	C/O KENNY NACHWALTER	MIAMI	FL

80	299	279	CHESEBROUGH PONDS MANUFACTURING COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
81	300	290	SUPER FRESH	C/O KENNY NACHWALTER	MIAMI	FL
82	301	279	CORE MARKETS INC	C/O KENNY NACHWALTER	MIAMI	FL
83	302	290	FARMER JACK	C/O KENNY NACHWALTER	MIAMI	FL
84	303	279	EMERALD MANUFACTURING CO	C/O KENNY NACHWALTER	MIAMI	FL
85	304	290	SAV-A-CENTER	C/O KENNY NACHWALTER	MIAMI	FL
86	305	279	LEVER	C/O KENNY NACHWALTER	MIAMI	FL
87	306	290	FOOD BASICS	C/O KENNY NACHWALTER	MIAMI	FL
88	307	279	LIPTON	C/O KENNY NACHWALTER	MIAMI	FL
89	308	279	LIPTON INDUSTRIES	C/O KENNY NACHWALTER	MIAMI	FL
90	309	312	H-E-B	C/O KENNY NACHWALTER	MIAMI	FL
91	310	279	MLT ACQUISTION CORP	C/O KENNY NACHWALTER	MIAMI	FL
92	311	279	SPECTRUM LAND COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
93	313	279	TIGI LINEA CORP	C/O KENNY NACHWALTER	MIAMI	FL
94	314	312	CENTRAL MARKET	C/O KENNY NACHWALTER	MIAMI	FL
95	315	279	TIGI DE PUERTO RICO INC	C/O KENNY NACHWALTER	MIAMI	FL
96	316	279	UNATRAC US INC	C/O KENNY NACHWALTER	MIAMI	FL
97	317	279	UNILEVER	C/O KENNY NACHWALTER	MIAMI	FL
98	318	279	UNILEVER BESTFOODS	C/O KENNY NACHWALTER	MIAMI	FL
99	319	279	UNILEVER BESTFOODS ROBERTSONS	(HOLDINGS) LIMITED LLC	MIAMI	FL
100	320	279	UNILEVER CAPITAL CORPORATION	C/O KENNY NACHWALTER	MIAMI	FL
101	321	279	UNILEVER ILLINOIS MANUFACTURING CO LLC	C/O KENNY NACHWALTER	MIAMI	FL
102	322	279	UNILEVER HOME & PERSONAL CARE USA	C/O KENNY NACHWALTER	MIAMI	FL
103	323	279	UNILEVER HPC	C/O KENNY NACHWALTER	MIAMI	FL
104	324	279	UNILEVER HPCNA	C/O KENNY NACHWALTER	MIAMI	FL
105	325	279	UNILEVER NORTH AMERICA	C/O KENNY NACHWALTER	MIAMI	FL
106	326	279	UNILEVER SUPPLY CHAIN, INC	C/O KENNY NACHWALTER	MIAMI	FL
107	327	279	UNILEVER TRUMBULL HOLDINGS INC	C/O KENNY NACHWALTER	MIAMI	FL
108	328	279	UNILEVER TRUMBULL RESEARCH SERVICES, INC	C/O KENNY NACHWALTER	MIAMI	FL
109	329	279	UNILEVER UNITED STATES INC	C/O KENNY NACHWALTER	MIAMI	FL

110	330	279	UNILEVER UNITED STATES FOUNDATION, INC.	C/O KENNY NACHWALTER	MIAMI	FL
111	387	386	ULTRA MART FOODS, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
112	388	386	MEGA MARTS, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
113	389	386	RBF, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
114	390	386	SHOP-RITE, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
115	391	386	ROUNDY'S ILLINOIS, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
116	392	386	THE COPPS CORPORATION	C/O AHERN & ASSOCIATES	CHICAGO	IL
117	393	386	RINDT ENTERPRISES, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
118	394	386	PICK 'N SAVE	C/O AHERN & ASSOCIATES	CHICAGO	IL
119	395	386	COPPS	C/O AHERN & ASSOCIATES	CHICAGO	IL
120	396	386	RAINBOW FOODS	C/O AHERN & ASSOCIATES	CHICAGO	IL
121	397	386	METRO MARKET	C/O AHERN & ASSOCIATES	CHICAGO	IL
122	399	398	WINN-DIXIE SUPERMARKETS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
123	400	398	SAVE-RITE FOODS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
124	401	398	CRACKIN' GOOD, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
125	402	398	DEEP SOUTH PRODUCTS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
126	403	398	DIXIE PACKERS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
127	404	398	DIXIE DARLING BAKERS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
128	405	398	TABLE SUPPLY FOOD STORES CO., INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
129	406	398	WINN-DIXIE MONTGOMERY, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
130	407	398	WINN-DIXIE PROCUREMENT, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
131	408	398	WINN-DIXIE RALEIGH, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
132	409	398	WINN-DIXIE ATLANTA, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
133	410	398	WINN-DIXIE LOUISIANA, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
134	411	398	WINN-DIXIE TEXAS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
135	412	398	SAVE RITE GROCERY WAREHOUSE	C/O AHERN & ASSOCIATES	CHICAGO	IL
136	413	398	THRIFTWAY, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
137	414	398	WINN-DIXIE CHARLOTTE, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
138	415	398	WINN-DIXIE GREENVILLE, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL

139	416	398	WINN-DIXIE LOUISVILLE, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
140	417	398	WINN-DIXIE MIDWEST, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
141	418	398	KWIK CHEK SUPERMARKETS, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
142	419	398	FAIRWAY FOOD STORES, INC.	C/O AHERN & ASSOCIATES	CHICAGO	IL
143	431	452	BIRMINGHAM LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
144	432	452	STOCKTON LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
145	433	452	HATFIELD NORTH LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
146	435	452	COLLINGTON SERVICES LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
147	437	452	ERIE LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
148	438	452	C&S LOGISTICS OF FRESNO LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
149	439	452	C&S LOGISTICS OF SACRAMENTO/ TRACY LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
150	440	452	STOCKTON LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
151	441	452	C&S LOGISTICS OF SUFFIELD	C/O AHERN & ASSOCIATES	CHICAGO	IL
152	442	452	GU MARKETS OF HARTFORD LLC	D/B/A CASH 'N CARRY	CHICAGO	IL
153	443	452	PEACHTREE LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
154	444	452	C&S LOGISTICS OF HAWAII LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
155	445	452	MUSCATINE LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
156	446	452	WESTFIELD LOGISTICS	C/O AHERN & ASSOCIATES	CHICAGO	IL
157	448	452	HATFIELD SOUTH LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
158	449	452	ABERDEEN LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
159	451	452	CASCADE LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
160	453	452	MONTGOMERY LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
161	454	452	NEWBURGH LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
162	455	452	BUFFALO LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
163	456	452	FREMONT LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL

164	457	452	DUBOIS LOGISTICS, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
165	458	452	OCEAN LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
166	459	452	ES3 YORK LLC (FREEZER)	C/O AHERN & ASSOCIATES	CHICAGO	IL
167	460	452	ES3 YORK LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
168	461	452	LOUCKS MILL LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
169	462	452	MILTON LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
170	463	452	GRAND PRAIRIE LOGISTICS LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
171	464	385	H.J. HEINZ COMPANY L.P.	C/O AHERN & ASSOCIATES	CHICAGO	IL
172	468	398	KWIK CHEK SUPERMARKETS, INC.	OF ILLINOIS, INC.	CHICAGO	IL
173	469	398	KWIK CHEK SUPERMARKETS, INC.	OF WEST VIRGINIA, INC.	CHICAGO	IL
174	483	471	BROOKSIDE MARKET #144	COSENTINO GROUP INC	KANSAS CITY	MO
175	484	471	PRICE CHOPPER #154	COSENTINO GROUP INC	KANSAS CITY	MO
176	485	471	PRICE CHOPPER #359	COSENTINO GROUP INC	BELTON	MO
177	487	473	PRICE CHOPPER #249	COSENTINO ENTERPRISES INC	SHAWNEE	KS
178	490	471	PRICE CHOPPER #285	COSENTINO GROUP INC	RAYMORE	MO
179	493	7285865	PUBLIX SUPER MARKETS, INC.	DAVID P. GERMAINE	CHICAGO	IL
180	518	312	H-E-B MEXICO	C/O KENNY NACHWALTER	MIAMI	FL
181	705	493	PUBLIX SUPER MARKETS, INC.	3300 PUBLIX CORPORATE PARKWAY	LAKELAND	FL
182	718	515	SUPERVALU, INC.	7075 FLYING CLOUD DRIVE	EDEN PRAIRIE	MN
183	725	286	ACME MARKETS, INC	C/O KENNY NACHWALTER	MIAMI	FL
184	726	286	JEWEL FOODS, INC	C/O KENNY NACHWALTER	MIAMI	FL
185	727	286	JEWEL FOOD STORES	C/O KENNY NACHWALTER	MIAMI	FL
186	728	286	JEWEL - OSCO	C/O KENNY NACHWALTER	MIAMI	FL
187	729	286	OSCO	C/O KENNY NACHWALTER	MIAMI	FL
188	730	286	NEW ALBERTSON'S, INC	C/O KENNY NACHWALTER	MIAMI	FL
189	731	286	SHAWS SUPERMARKETS, INC	C/O KENNY NACHWALTER	MIAMI	FL
190	732	286	STAR MARKET	C/O KENNY NACHWALTER	MIAMI	FL
191	733	286	SAV-ON	C/O KENNY NACHWALTER	MIAMI	FL
192	734	204	HARRIS TEETER	C/O KENNY NACHWALTER	MIAMI	FL
193	738	1003355	RISER FOODS COMPANY	TRADING AS AMERICAN SEAWAY FOODS	PITTSBURGH	PA
194	739	473	COSENTINO'S HEADQUARTERS/OFFICE	8700 E 63RD ST	KANSAS CITY	MO
195	740	473	COSENTINO'S WAREHOUSE #77	5600 HEDGE LANE	SHAWNEE	KS

196	741	473	COSENTINO'S SUN FRESH #118	12010 W 63RD ST	SHAWNEE	KS
197	742	473	COSENTINO'S SUN FRESH #156	10225 NORTH OAK TRAFFICWAY	KANSAS CITY	MO
198	743	472	MID AM FOOD ENTERPRISES, INC.	(CORPORATE HEADQUARTERS)	PRAIRIE VILLAGE	KS
199	744	472	WATTS MILL PRICE CHOPPER	1030 W 103RD ST	KANSAS CITY	MO
200	745	465	FOUR B CORPORATION	(HEADQUARTERS AND BALL'S WAREHOUSE)	KANSAS CITY	KS
201	746	465	MR. B'S WAREHOUSE FOODS #211	6800 EAST 39TH ST	KANSAS CITY	MO
202	747	465	BALL'S BAKERY #212	5350 SPEAKER ROAD	KANSAS CITY	KS
203	748	465	PRICE CHOPPER #439	12010 W 63RD STREET	SHAWNEE	KS
204	749	465	TIPPIN'S FOOD PLANT #449	1058 N MONROE	KANSAS CITY	MO
205	750	465	BALL'S PRICE CHOPPER #612, #640	15970 S MUR-LEN ROAD	OLATHE	KS
206	751	465	HEN HOUSE #726	2101 E SANTA FE DRIVE	OLATHE	KS
207	752	465	BALL'S PRICE CHOPPER #742	16664 W 151ST STREET	OLATHE	KS
208	753	465	USDA SMOKEHOUSE #888	9550 BLUE RIDGE BLVD	KANSAS CITY	MO
209	754	465	BALL'S APPLE MARKET #930	5420 LEAVENWORTH ROAD	KANSAS CITY	KS
210	755	471	PRICE CHOPPER HEADQUARTERS/OFFICE	8700 E 63RD STREET	KANSAS CITY	MO
211	756	471	MI MERCADO #115, #7333	3719 INDEPENDENCE AVENUE	KANSAS CITY	MO
212	757	471	COSENTINO'S PRICE CHOPPER #159	1833 NORTH AVENUE	BELTON	MO
213	759	358	BUTTERFIELD FOODS, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
214	760	358	BF PROPERTY, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
215	761	358	CRYSTAL FOOD SERVICES, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
216	762	358	CF PROPERTY, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
217	763	358	CRYSTAL FOOD MANAGEMENT SERVICES, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
218	764	358	CRYSTAL CAFE MANAGEMENT GROUP, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA

219	765	358	O'MALIA FOOD MARKETS, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
220	766	358	LOBILL FOODS, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
221	767	358	LB PROPERTY, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
222	768	358	A.L. ROSS & SONS, INC.	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
223	769	358	MARSH SUPERMARKETS OF ILLINOIS, INC.	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
224	770	398	BI-LO HOLDINGS, LLC	C/O AHERN & ASSOCIATES	CHICAGO	IL
225	1000641	7285865	PUBLIX-ATLANTA	PO BOX 32012	LAKELAND	FL
226	1001005	465	HEN HOUSE #436	6475 N. PROSPECT	GLADSTONE	MO
227	1001077	465	PRICE CHOPPER #008	300 S.W. BLUE PARKWAY	LEE SUMMIT	MO
228	1001078	465	PRICE CHOPPER #064	4820 N. OAK TRAFFICWAY	KANSAS CITY	MO
229	1001079	465	PRICE CHOPPER #069, #669	4950 ROE BLVD	ROELAND PARK	KS
230	1001082	471	PRICE CHOPPER #105	CONSENTINO GROUP, INC	KANSAS CITY	MO
231	1001084	473	PRICE CHOPPER #109	COSENTINO ENTERPRISES INC	BLUE SPRINGS	MO
232	1001085	471	PRICE CHOPPER #110	CONSENTINO GROUP, INC	OVERLAND PARK	KS
233	1001086	471	PRICE CHOPPER #119	CONSENTINO GROUP INC	OVERLAND PARK	KS
234	1001087	471	PRICE CHOPPER #120	CONSENTINO GROUP, INC	LIBERTY	MO
235	1001088	471	PRICE CHOPPER #121	CONSENTINO GROUP INC.	LEAWOOD	KS
236	1001090	465	PRICE CHOPPER #210	12220 S. 71 HWY	GRANDVIEW	MO
237	1001092	465	PRICE CHOPPER #417	9550 BLUE RIDGE	KANSAS CITY	MO
238	1001093	465	PRICE CHOPPER #420	2101 SOUTH 4TH STREET	LEAVENWORTH	KS
239	1001094	465	PRICE CHOPPER #421, #498	500 NE BARRY ROAD	KANSAS CITY	MO
240	1001095	465	PRICE CHOPPER #437	2059 N COMMERCIAL STREET	HARRISONVILLE	MO
241	1001096	465	PRICE CHOPPER #438	13233 W 63RD ST	SHAWNEE MISSION	KS
242	1001101	465	PRICE CHOPPER #895	7734 STATE AVE.	KANSAS CITY	KS
243	1001102	465	PRICE CHOPPER #896	4301 STATE AVE	KANSAS CITY	KS
244	1001264	465	BALL'S HEN HOUSE #419	15000 W 87TH ST.	LENEXA	KS
245	1001265	465	HEN HOUSE #422	4050 WEST 83RD ST	PRAIRIE VILLAGE	KS
246	1001266	465	HEN HOUSE #423	1120 ANTIOCH RD	OVERLAND PARK	KS
247	1001267	465	HEN HOUSE #424	11721 ROE AVE	LEAWOOD	KS
248	1001268	465	HEN HOUSE #427	8120 PARALLEL PARKWAY	KANSAS CITY	KS
249	1001269	465	HEN HOUSE #428	6950 MISSION ROAD	PRAIRIE VILLAGE	KS

250	1001270	465	TREMONT HEN HOUSE MARKET #429	6238 N CHATHAM	KANSAS CITY	MO
251	1001271	465	HEN HOUSE #430	1015 NE RICE ROAD	LEE'S SUMMIT	MO
252	1001272	465	HEN HOUSE #431	5800 ANTIOCH RD	MERRIAM	KS
253	1001273	465	HEN HOUSE #432	13600 S BLACKBOB ST.	OLATHE	KS
254	1001274	465	HEN HOUSE #433	6900 W 135TH ST	OVERLAND PARK	KS
255	1001275	465	HEN HOUSE #434	11930 COLLEGE BLVD.	LENEXA	KS
256	1001276	465	HEN HOUSE #435	2724 W 53RD ST	FAIRWAY	KS
257	1003924	1012119	BROWN BROS. PRODUCE	9647 IDOT SHED RD.	NASHVILLE	IL
258	1004570	452	C&S WHOLESALE GROCERS INC HI	C/O AHERN & ASSOCIATES	CHICAGO	IL
259	1006745	7285865	PUBLIX DELI KITCHEN- WINTER HAVEN	102 INDUSTRIAL BLVD	WINTER HAVEN	FL
260	1006980	470	ASSOCIATED WHOLESALE GROCERS, INC.	NASHVILLE DIVISION	GOODLETTSVI LLE	TN
261	1007279	452	C&S WHOLESALE SERVICES LLC - GREENVILLE	C/O AHERN & ASSOCIATES	CHICAGO	IL
262	1007285	452	C&S WHOLESALE-E WINDSOR	C/O AHERN & ASSOCIATES	CHICAGO	IL
263	1007288	452	C&S WHOLESALE-KAPOLEI	C/O AHERN & ASSOCIATES	CHICAGO	IL
264	1007289	452	C&S WHOLESALE- NORTHEAST	C/O AHERN & ASSOCIATES	CHICAGO	IL
265	1007293	452	C&S/TOPS WAREHOUSE- CHEEKTOWAGA	C/O AHERN & ASSOCIATES	CHICAGO	IL
266	1008180	452	FLEMING CO- SACRAMENTO	C/O AHERN & ASSOCIATES	CHICAGO	IL
267	1008360	1003355	GIANT EAGLE MARKETS INC-PITTSBURGH	101 KAPPA DR	PITTSBURGH	PA
268	1009931	7285865	PUBLIX - BLDG #4 - LAKELAND	3045 NEW TAMPA HWY	LAKELAND	FL
269	1009932	7285865	PUBLIX - BLDG #46 - LAKELAND	3045 NEW TAMPA HWY	LAKELAND	FL
270	1009933	7285865	PUBLIX SUPERMARKET- DACULA	445 HURRICANE TRL	DACULA	GA
271	1009934	7285865	PUBLIX SUPERMARKET- DEERFIELD BEACH	777 SW 12TH AVE GATE #2	DEERFIELD BEACH	FL
272	1009935	7285865	PUBLIX SUPERMARKET- JACKSONVILLE	9800 W BEAVER ST	JACKSONVILLE	FL
273	1009936	7285865	PUBLIX SUPERMARKET- LAKELAND	3045 NEW TAMPA HWY	LAKELAND	FL

274	1009937	7285865	PUBLIX SUPERMARKET- ORLANDO	1950 SAND LAKE RD	ORLANDO	FL
275	1009938	7285865	PUBLIX-LAKELAND	3260 US HWY 92 E WHSE 6	LAKELAND	FL
276	1010906	452	TOPCO C&S GREENVILLE- GREENVILLE	C/O AHERN & ASSOCIATES	CHICAGO	IL
277	1011462	452	BRUNO'S	C/O AHERN & ASSOCIATES	CHICAGO	IL
278	1011620	452	FOOD WORLD	C/O AHERN & ASSOCIATES	CHICAGO	IL
279	1011859	452	PIGGLY WIGGLY	C/O AHERN & ASSOCIATES	CHICAGO	IL
280	1011876	7285865	PUBLIX SUPER MARKET	P O BOX 32008	LAKELAND	FL
281	1011877	7285865	PUBLIX SUPERMARKETS	P O BOX 32012	LAKELAND	FL
282	1011948	452	SOUTHERN FAMILY MKT	C/O AHERN & ASSOCIATES	CHICAGO	IL
283	1012952	1003355	GIANT EAGLE DSD DEPT	101 KAPPA DRIVE	PITTSBURGH	PA
284	1013793	7178043	ASSOCIATED WHOLESALE GROCERS, INC.	5000 KANSAS AVE	KANSAS CITY	KS
285	1014571	1012119	BROWN BROTHERS PRODUCE	9647 IDOT SHED ROAD	NASHVILLE	IL
286	1015109	1003355	GIANT EAGLE	101 KAPPA DRIVE	PITTSBURGH	PA
287	1016363	1006979	ASSOCIATED WHOLESALE GROCERS, INC.	FORT WORTH DIVISION	FORT WORTH	TX
288	1016559	1006968	ASSOCIATED WHOLESALE GROCERS, INC.	OKLAHOMA CITY DIVISION	OKLAHOMA CITY	OK
289	1016590	1006982	ASSOCIATED WHOLESALE GROCERS	2929 STATE LINE ROAD	SOUTHAVEN	MS
290	1016626	473	COSENTINOS SUNFRESH 107 VIVI - DAIR	2415 NE VIVION ROAD	KANSAS CITY	MO
291	1016627	471	COSENTINOS PC 288 ASH AVE - DAIRY	9717 ASH AVE	KANSAS CITY	MO
292	1016630	471	COSENTINOS 284 E 13TH ST - DAIRY	10 E 13TH ST	KANSAS CITY	MO
293	1016633	473	COSENTINOS PC 104 S HWY 7 - DAIRY	1100 S HWY 7	BLUE SPRINGS	MO
294	1016634	473	COSENTINOS PC 157 WOODS CHAPEL - DA	937 NE WOODS CHAPEL RD	LEE SUMMIT	MO
295	1016704	473	COSENTINOS APPLE MKT 143 RAYTOWN -	7506 RAYTOWN RD	RAYTOWN	MO
296	1016738	473	COSENTINOS PC 109 N HWY 7 - DAIRY	1305 N HWY 7	BLUE SPRINGS	MO
297	1016739	473	COSENTINOS PC 171 GREENWICH - DAIRY	251 SW GREENWICH	LEE SUMMIT	MO
298	1016774	465	BALLS PRICE CHOPPER 40 MURLEN	159705 MURLEN	OLATHE	KS

299	1016812	473	COSENTINOS PC 250 PLEASANT HILL - D	2101 N HWY 7	PLEASANT HILL	MO
300	1016815	471	COSENTINOS PC 117 GARDNER - DAIRY	830 E MAIN	GARDNER	KS
301	1016844	465	BALLS PRICE CHOPPER HARRISONVILLE #741	520 S COMMERCIAL ST	HARRISONVILL E	MO
302	1016846	473	COSENTINOS APPLE MKT 137 63RD - DAI	11501 E 63RD	RAYTOWN	MO
303	1016941	473	COSENTINOS APPLE MKT 70 BLUE RIDGE-	4300 BLUE RIDGE BLVD	KANSAS CITY	MO
304	1016970	465	BALLS PRICE CHOPPER 18 WORNALL	8430 WORNALL RD	KANSAS CITY	MO
305	1017129	473	COSENTINOS SUN FRESH- INDEPENDENCE-D #161	18001 E 24 HIGHWAY	INDEPENDENC E	MO
306	1017209	471	COSENTINO'S - PRAIRIE VILLAGE #99	3901 W 83RD STREET	PRAIRIE VILLAGE	KS
307	1024763	452	C&S WHOLESALE GROCERS INC MA	C/O AHERN & ASSOCIATES	CHICAGO	IL
308	1025023	1012119	BROWN BROTHERS, PRODUCE CO	9447 IDOT SHED ROAD	NASHVILLE	IL
309	1025753	7178043	ASSOCIATED WHOLESALE GROCERS,INC. (KANSA	5000 KANSAS AVENUE	KANSAS CITY	KS

CERTIFICATE OF SERVICE

I hereby certify that, on this 15th 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

1. Direct Purchaser Plaintiffs' Motion for Final Approval of Cal-Maine Settlement Agreement;
2. Memorandum of Law in Support; and
3. Supporting Exhibits A and B.

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Date: August 15, 2014

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