

UNITED STATES DISTRICT COURT
IN 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 Class Actions	:	

**PLAINTIFFS’ MOTION FOR FINAL APPROVAL
OF THE OF THE FIRST AMENDMENT TO THE SPARBOE
SETTLEMENT AGREEMENT**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Direct Purchaser Class Plaintiffs (“Plaintiffs”) move the Court for final approval of the First Amendment to the Settlement Agreement between Plaintiffs and Defendant Sparboe Farms, Inc. (“Sparboe). The proposed Amendment expands the class period applicable to the Sparboe Settlement to match the class period used in the Settlement Agreement between Plaintiffs and Defendant Cal-Maine Foods, Inc.¹ The Amendment alters only the class period, and all other terms of the Sparboe Settlement Agreement remain the same as those the Court deemed fair, reasonable, and adequate when it granted final approval of the Settlement in July 2012. *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 305 (E.D. Pa. 2012) (Pratter, J.). Accompanying this Motion are Plaintiffs’ Memorandum of Law and the Supplemental Affidavit of Jennifer M. Keough.

WHEREFORE, Plaintiffs respectfully request that the Court grant the Motion. A Proposed Order is filed herewith.

¹ The class period applicable to the Cal-Maine Settlement is January 1, 2000 to February 28, 2014. *See* ECF No. 848-2, Ex. A at ¶ 20 (defining Class Period for Cal-Maine Settlement); *see also* ECF No. 908 (Order granting preliminary approval of Cal-Maine Settlement).

Dated: August 15, 2014

Respectfully submitted,

/s/ Steven A. Asher

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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 FIRST AMENDMENT TO THE SPARBOE
SETTLEMENT AGREEMENT**

AND NOW, this ___ day of _____, 2014, it is hereby ORDERED AND DECREED that the motion of Direct Purchaser Plaintiffs for final approval of the First Amendment to the Sparboe Settlement Agreement is hereby GRANTED. The Class Period applicable to the Settlement Agreement between Plaintiffs and Defendant Sparboe Farms, Inc. is amended to January 1, 2000 through February 28, 2014.

IT IS SO ORDERED.

BY THE COURT:

GENE E.K. PRATTER
 United States District Judge

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

IN RE: PROCESSED EGG PRODUCTS :
ANTITRUST LITIGATION :

MDL No. 2002
Case No: 08-md-02002

THIS DOCUMENT APPLIES TO :
ALL DIRECT PURCHASER ACTIONS :

**DIRECT PURCHASER PLAINTIFFS’ MEMORANDUM IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF FIRST AMENDMENT TO THE
SPARBOE SETTLEMENT AGREEMENT**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Direct Purchaser Class Plaintiffs (“Plaintiffs”) submit this memorandum in support of their Motion for Final Approval of the First Amendment to the Settlement Agreement between Plaintiffs and Sparboe Farms, Inc. (“Sparboe”). This motion is brought in connection with the June 8, 2009 Settlement Agreement between Plaintiffs and Sparboe (the “Sparboe Settlement Agreement”), the amendment to that Agreement executed on August 28, 2013 (the “Amendment”), and the Court’s preliminary approval of the Amendment on February 28, 2014. *See* ECF No. 908 at 7.¹

¹ The Sparboe Settlement Agreement is attached as Exhibit A. The Amendment to that Agreement is attached as Exhibit B.

Plaintiffs and Sparboe reached a settlement on June 8, 2009. *See* ECF Nos. 172-2, 172-3. The Court granted final approval of the Sparboe Settlement Agreement on July 16, 2012. ECF No. 698.

Under the terms of the Sparboe Settlement Agreement, Plaintiffs agreed to use their best efforts to conform the Sparboe Settlement Class definition to the definition used in any subsequent settlement agreement reached with Defendants or certification order issued in this Action, including an expansion of the Class Period. *See* Ex. A, at ¶ 31. The Sparboe Settlement Agreement requires that Plaintiffs seek the Court's approval of such an amendment, and to disseminate notice of the same to the Class:

In the event that Plaintiffs either enter into a settlement agreement with any Non-Settling Defendant, or obtain certification of a litigation class, and the definition of the class in any subsequent settlement agreement or certification order differs from the definition contained in this Agreement in Paragraph 11 (including an expansion of the Class Period), Plaintiffs agree to use their best efforts to modify the class definition and Class Period of this Agreement to conform to any and all subsequent expansion of the class definition or Class Period, including moving for approval of an amendment to this Agreement and the dissemination of notice of the amendment in conjunction either with notice of any subsequent settlement class or notice of the certification of a litigation class, or both in the event that there are more than one subsequent modification to the class definition or Class Period. In no event shall Sparboe Farms be responsible for any additional notice costs or expenses.

Id.

On August 28, 2013, Plaintiffs and Sparboe executed an amendment to the Sparboe Settlement Agreement as a result of Plaintiffs' Settlement with Cal-Maine Foods, Inc. ("Cal-Maine"). *See* Ex. B. Although the settlement class definitions in the Sparboe Settlement Agreement and the Cal-Maine Settlement Agreement are substantially similar, the Class Period in the Cal-Maine Settlement Agreement is longer, running from January 1, 2000 to February 28,

2014. *See* ECF No. 848-2, Ex. A at ¶ 20 (defining Class Period for Cal-Maine Settlement); *see also* ECF No. 908 (Order granting preliminary approval of Cal-Maine Settlement). By contrast, the Class Period in the Sparboe Settlement Agreement runs from January 1, 2000 to October 23, 2009, the date when the Court preliminarily approved the Sparboe Settlement Agreement. *See* ECF No. 698 at 2 n.1 (“[T]he Class Period for the Settlement Agreement is from January 1, 2000 through October 23, 2009.”).

As required under the Sparboe Settlement Agreement, on August 28, 2013, Plaintiffs and Sparboe executed an amendment that expands the class period in the Sparboe Agreement to match the class period in the Cal-Maine Agreement. The amendment provides:

Paragraph 11 of the Sparboe Agreement is amended to provide for the following Class Period: “January 1, 2000 through the date on which the Court enters an order preliminarily approving the settlement agreement with Cal-Maine and certifies a Class for Settlement Purposes as to Cal-Maine only.”²

Ex. B at ¶ 1. The Amendment does not alter any other provision of the Sparboe Settlement Agreement, which remains binding on Plaintiffs and the Class. *Id.* at ¶ 4. The Amendment also requires that notice of the Sparboe Amendment be disseminated to the Class in conjunction with notice of the Cal-Maine Settlement Agreement, at no cost to Sparboe. *Id.* at ¶ 3.

On February 28, 2014, the Court granted preliminary approval of both the Cal-Maine Settlement Agreement and the Sparboe Amendment.³ *See* ECF No. 908 at 1, 6. In the same

² The order granting preliminary approval of the Cal-Maine Settlement Agreement was entered on February 28, 2014, and therefore the Sparboe Amendment changes the Class Period applicable to the Sparboe Settlement to January 1, 2000 through February 28, 2014. *See* ECF No. 908.

³ Subsequent settlements have prompted an additional amendment to the Sparboe Settlement Agreement. On June 19, 2014, Plaintiffs filed their Motion for Preliminary Approval of the Second Amendment to the Sparboe Settlement Agreement. ECF No. 998. The Second Amendment extends the class period in the Sparboe Settlement Agreement from “January 1, 2000 through the date on which the Court enters an order preliminarily approving the settlement agreement with National Food Corporation, the settlement agreement with Midwest Poultry

Order the Court also approved Plaintiffs' plan to disseminate notice of the Sparboe Amendment and the Cal-Maine Settlement. *Id.* at 6. A final fairness hearing is scheduled for September 18, 2014. *Id.* at 10.

The Notice Plan for the Sparboe Amendment and Cal-Maine Settlement was implemented in April 2014. The plan included: (1) direct notice by first-class mail; (2) publication of short form notice; (3) a press release through PR Newswire; (4) a dedicated website through which Class Members can obtain information concerning the Sparboe Amendment; and (5) a toll-free telephone helpline where callers can obtain information about the Sparboe Amendment. *See* Ex. C, Supplemental Affidavit of Jennifer M. Keough ¶ 5 ("Keough Aff."). The Direct Mail Notice (Exhibit 1 to Keough Aff.) apprised Class Members of the Action (Notice at 2–3); the Sparboe Settlement (Notice at 3, 5); the Amendment to the Sparboe Settlement (Notice at 5); information concerning Class Members' right to object to, or exclude themselves from, the amended class period (Notice at 7); and information needed to make informed decisions regarding the Sparboe Amendment (Notice at 2, 8).⁴

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. Ex. C, Keough Aff. at ¶¶ 6–8. As of August 14, 2014, the date the Keough Affidavit was executed, GCG has received 65 Notice Packets returned

Services, LP, and the settlement agreement with United Egg Producers and United States Egg Marketers." ECF No. 998-1 at 4. On July 30, 2014 the Court granted preliminary approval of those settlement agreements and of the Second Sparboe Amendment. *See* ECF No. 1027.

⁴ The Summary Notice also addresses these topics. *See* Ex. C, Keough Aff. at Ex. 2.

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.⁵ *Id.* at ¶¶ 9–10.

In addition to direct notice via first-class mail, Summary Notice was published in various industry journals that cater to the restaurant and food industries.⁶ *Id.* at ¶ 11. The Summary Notice was also published in the April 8, 2014 issue of the Wall Street Journal. *Id.* GCG also 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.*

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

⁵ Notice Packets returned by the U.S. Postal Service with forwarding address information were promptly re-mailed to the updated addresses provided. Ex. C, Keough Aff. at ¶ 9.

⁶ The 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). Ex. C, Keough Aff. at ¶ 11.

⁷ www.EggProductsSettlement.com

In addition to the Settlement website, GCG maintains an automated toll-free telephone number that potential Class Members can call for information about the Sparboe Amendment.⁸ *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 Sparboe Amendment on April 4, 2014. *Id.* Between April 4, 2014 and August 13, 2014, there have been 644 calls to the automated number. *Id.*

The notice plan utilized for the Sparboe Amendment is the same plan the Court found to “constitute[] adequate notice in satisfaction of the demands of Rule 23” when used to provide notice of Plaintiffs’ settlement with Defendants Moark, LLC, Norco Ranch, Inc., and Land O’Lakes, Inc. *In re Processed Eggs Prods. Antitrust Litig.*, 284 F.R.D. 249, 266 (E.D. Pa. 2012) (Pratter, J.). As the Court previously found, the Notice Plan’s use of first-class mail and publication in the press satisfies due process and the requirements set forth in Rule 23(c) and (e). *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.”).

Plaintiffs are not aware of any objections to the Sparboe Amendment filed before or after the August 1, 2014 deadline for filing an objection provided in the notice. *See Ex. C, Keough Aff.* at ¶ 17. And GCG did not receive any requests for exclusion from the Amendment. *Id.* at ¶ 16.

Plaintiffs respectfully request that the Court grant final approval of the Amendment. First, the Court previously granted final approval to the Sparboe Settlement Agreement, and found its

⁸ 1-866-881-8306

terms to be sufficiently fair, reasonable and adequate to the Sparboe Class (including the provision expressly anticipating that the Class Period would be under the circumstances presented here). *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 305 (E.D. Pa. 2012) (Pratter, J.). The Amendment changes only the Class Period applicable to the Sparboe Settlement Agreement; the other terms of the Agreement remain the same and binding on Plaintiffs and the Class. *See* Ex. B, Amendment at ¶ 4. Second, the Sparboe Settlement Agreement provided for only cooperation; there was no settlement fund created. Thus, members of the original Sparboe Settlement Class suffer no dilution of the value of the Settlement to them by including additional class members. Third, Class Members under both the prior class period and the expanded period benefit equally from the value of Sparboe's cooperation in assisting with the prosecution of this Action against the remaining Defendants. Fourth, direct purchasers who will become members of the Class solely by virtue of the Sparboe Amendment (*e.g.*, they had no purchases of eggs or egg products in the prior Class Period) had the opportunity to exclude themselves from the amended Class and to object to the Amendment. Existing Class Members also had an opportunity to object to the expansion of the Class. As noted above, Plaintiffs are not aware of any objections to the Sparboe Amendment or requests to be excluded from the Amendment. *See* Ex. C, Keough Aff. at ¶¶ 16–17.

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Amendment to the Sparboe Settlement Agreement.

Dated: August 15, 2014

Respectfully submitted,

/s/ Steven A. Asher

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EXHIBIT A

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 PLAINTIFFS
AND SPARBOE FARMS, INC.**

This Settlement Agreement (“Agreement”) is made and entered into this 8th day of June, 2009 (the “Execution Date”), by and between Sparboe Farms, Inc. (“Sparboe Farms”), together with its past and present parents, subsidiaries and affiliates, and plaintiff class representatives (“Plaintiffs”), as defined herein at Paragraph 7, both individually and on behalf of a class of direct purchasers of Shell Eggs and Processed Egg Products (as described herein at Paragraph 11) in the United States during the period January 1, 2000 through the present.

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

WHEREAS, Plaintiffs allege that Sparboe Farms participated in an unlawful conspiracy to raise, fix, maintain, and/or stabilize the price of Shell Eggs and Processed 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 Sparboe Farms according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of the Plaintiffs and the class;

WHEREAS, Sparboe Farms, despite its belief that it is not liable for and has good defenses to the claims alleged in the Action, desires to settle the Action, and thus avoid the 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, Sparboe Farms agrees to further cooperate with Plaintiffs' Counsel and the class by providing information related to possible violations of the Sherman Act that have or may have been committed by other Defendants to this Action, or other parties not named as Defendants, with regard to the sale of Shell Eggs and Processed Egg Products;

WHEREAS, arm's-length settlement negotiations have taken place between Class Counsel (as defined below) and counsel for Sparboe Farms, and this Agreement has been reached as a result of those 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 Sparboe Farms only, without costs as to Plaintiffs or the class, subject to the approval of the Court, on the following terms and conditions:

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 133-138 of the Consolidated Amended Class Action Complaint filed in the Action on January 30, 2009.

2. “Sparboe Farms’ Counsel” shall refer to the law firm of Stoel Rives LLP, 33 South Sixth Street, Suite 4200, Minneapolis, MN 55402.

3. “Counsel” means both Plaintiffs’ Counsel and Sparboe Farms’ Counsel, as defined in Paragraphs 1 and 2 above.

4. “Class Member” means each member of the class, as defined in Paragraph 11 of this Agreement, who does not timely elect to be excluded from the class, and includes, but is not limited to, Plaintiffs.

5. “Class Period” means the period from and including January 1, 2000 up to and including the date when Notice of the Court’s entry of an order preliminarily approving this settlement and certifying a class for settlement purposes is first published.

6. “Defendant(s)” refers to the persons or entities who are now or are prior to the time of notice added as Defendants in this Action, including, but not limited to, United Egg Producers, Inc.; United Egg Association; United States Egg Marketers, Inc.; Michael Foods, Inc.; Land O’Lakes Inc.; Moark LLC; Norco Ranch, Inc.; Rose Acre Farms, Inc.; National Food Corporation; Cal-Maine Foods, Inc.; Hillandale Farms of Pa., Inc.; Hillandale-Gettysburg, L.P.; Hillandale Farms East, Inc.; Hillandale Farms, Inc.; Ohio Fresh Eggs, LLC; Daybreak Foods, Inc.; Midwest Poultry Services, L.P.; NuCal Foods, Inc.; R.W. Sauder, Inc., Sparboe Farms, Inc.,

and each of their corporate parents, subsidiaries, and affiliated companies, as well as all individuals, partnerships, corporations and associations not named as Defendants but which participated as co-conspirators in the alleged violations.

7. “Plaintiffs” means each of the following 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.; and SensoryEffects Flavor Co. d/b/a SensoryEffects Flavor Systems.

8. “Releasees” shall refer, jointly and severally, and individually and collectively to Sparboe Farms, its parents, subsidiaries, and affiliated companies, and their past and present officers, directors, employees, agents, insurers, attorneys, shareholders, joint venturers that are not Non-Settling Defendants, partners and representatives, as well as the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

9. “Releasers” shall refer jointly and severally and individually to the Plaintiffs, the Class Members and to 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.

10. “Non-Settling Defendants” refers to the persons or entities, other than Sparboe Farms, who are now or are prior to the time of notice added as Defendants in this Action, including, but not limited to, United Egg Producers, Inc.; United Egg Association; United States Egg Marketers, Inc.; Michael Foods, Inc.; Land O’Lakes Inc.; Moark LLC; Norco Ranch, Inc.; Rose Acre Farms, Inc.; National Food Corporation; Cal-Maine Foods, Inc.; Hillandale Farms of Pa., Inc.; Hillandale-Gettysburg, L.P.; Hillandale Farms East, Inc.; Hillandale Farms, Inc.; Ohio Fresh Eggs, LLC; Daybreak Foods, Inc.; Midwest Poultry Services, L.P.; NuCal Foods, Inc.;

R.W. Sauder, Inc., and each of their corporate parents, subsidiaries, and affiliated companies, as well as all individuals, partnerships, corporations and associations not named as Defendants but which participated as co-conspirators in the alleged violations.

Settlement Class Certification

11. Subject to Court approval, the following class shall be certified for settlement purposes only as to Sparboe Farms:

All persons and entities that purchased eggs, including shell eggs and egg products, produced from caged birds in the United States directly from any producer during the Class Period from January 1, 2000 through the present.

a.) Shell Egg Subclass

All individuals and entities that purchased shell eggs produced from caged birds in the United States directly from any producer during the Class Period from January 1, 2000 through the present.

b.) Egg Products Subclass

All individuals and entities that purchased egg products produced from shell eggs that came from caged birds in the United States directly from any producer during the Class Period from January 1, 2000 through the present.

Excluded from the class and subclasses are the Defendants, their co-conspirators, and their respective parents, subsidiaries and affiliates, 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. Also excluded from the Class and Subclasses are purchases of "specialty" shell egg or egg products (such as "organic," "free-range" or "cage-free") and purchases of hatching eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).

Approval of this Agreement and Dismissal of Claims

12. Plaintiffs and Sparboe Farms shall use their best efforts to effectuate this Agreement, including cooperating in promptly seeking Court approval of the Settlement 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 Sparboe Farms.

13. Within (2) two business days after the execution of this Agreement by Sparboe Farms, Counsel shall jointly file with the Court a stipulation for suspension of all proceedings against Sparboe Farms pending approval of this Agreement. As soon as practicable after execution of the Agreement by Sparboe Farms, Plaintiffs shall submit to the Court a motion: (a) for certification of a class for settlement purposes; and (b) for preliminary approval of the settlement, and authorization to disseminate notice of class certification, the settlement, and the final judgment contemplated by this Agreement to all potential Class Members. The Motion shall include: (a) the definition of the class for settlement purposes as set forth in Paragraph 11 of this Agreement; (b) a proposed form of, method for, and date of dissemination of notice; and (c) a proposed form of final judgment order. The text of the items referred to in clauses (a) -- (c) above shall be agreed upon by Plaintiffs and Sparboe Farms before submission of the Motion. If possible, Plaintiffs shall combine dissemination of notice of the proposed certification of the class for settlement purposes and the Agreement with notice of other settlement agreements. Individual notice of the Agreement shall be mailed to persons and entities identified by Sparboe Farms, and, as ordered by the Court, those identified by Plaintiffs and Plaintiffs' Counsel or other Non-Settling Defendants in the Action, who are located in the United States and who purchased Shell Eggs and Processed Egg Products directly from Sparboe Farms or any Non-Settling Defendant(s) in the Action during the Class Period, and Notice of the Settlement shall be published once in the Wall Street Journal and in such other publications, if any, as Sparboe

Farms and Class Counsel agree to or as ordered by the Court. Within twenty (20) business days after the Execution Date, Sparboe Farms shall supply to Class Counsel at Sparboe Farms' 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.

14. Within twenty (20) business days after the end of the opt-out period established by the Court and set forth in the notice, Plaintiffs shall provide Sparboe Farms, through its counsel, Stoel Rives LLP, a written list of all potential Class Members who have exercised their right to request exclusion from the class.

15. If the Court approves this Agreement, Plaintiffs and Sparboe Farms shall jointly seek entry of an order and final judgment, the text of which Plaintiffs and Sparboe Farms shall agree upon as provided for in Paragraphs 12 and 13 of this Agreement:

- (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 Sparboe Farms, the Action be dismissed with prejudice and, except as explicitly provided for in this Agreement, without costs;
- (c) reserving 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 Sparboe Farms shall be entered; and
- (e) requiring Class Counsel to file with the Clerk of the Court a record of potential Class Members who timely excluded themselves from the class, and to provide a copy of the record to counsel for Sparboe Farms.

16. This Agreement shall become final only when (a) the Court has entered an order approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Action against Sparboe Farms on the merits with prejudice as to all

Class Members and without costs has been entered, and (b) 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 (a) 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 ("Finally Approved"). 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 the above-stated times. On the Execution Date, Plaintiffs and Sparboe Farms shall be bound by the terms of this Agreement, and the Agreement shall not be rescinded except in accordance with Paragraph 20 of this Agreement.

Release and Discharge

17. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming Finally Approved, and for other valuable consideration as described herein, the 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 conduct concerning any agreement among Defendants, the reduction or restraint of supply, the reduction of or restrictions on production capacity, or the pricing, selling, discounting, marketing, or distributing of Shell Eggs and Processed 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 arise from or are predicated on the facts and/or actions described in the Complaints under any federal, state or foreign 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 of this Agreement (the "Released Claims"). The Releasors 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 Processed 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.

a. Each Releasor waives California Civil Code Section 1542 and similar provisions in other states. Plaintiffs hereby certify that they are aware of and have 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.

18. In addition to the provisions of Paragraph 17, each Releasor hereby expressly and irrevocably waives and releases, upon this Agreement becoming Finally Approved, 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 Paragraph 17. 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.

19. The release and discharge set forth in Paragraphs 17 and 18 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.

Rescission if the Agreement is Not Approved

20. 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 15 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 Sparboe Farms and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety.

21. 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 15 of this Agreement, Class Counsel agrees that this Settlement Agreement, including its exhibits, and any and all negotiations, documents, information and discussions associated with it shall be without prejudice to the rights of Sparboe Farms, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing, or of the truth 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 except as otherwise subsequently and independently obtained by Class Counsel pursuant to the Federal Rules of Civil Procedure.

22. Class Counsel further agrees that, in the event of rescission, the originals and all copies of documents provided by or on behalf of Sparboe Farms pursuant to this Agreement, together with all documents and electronically stored information containing information provided by Sparboe Farms, including but not limited to, notes, memos, records, interviews, shall be returned or produced to Sparboe Farms, provided that attorney notes or memoranda may be destroyed rather than produced if an affidavit of such destruction is promptly provided to Sparboe Farms through its counsel.

Cooperation Agreement

23. Following the Execution Date of this Agreement, and continuing through the conclusion of this litigation, Sparboe Farms will provide Plaintiffs with such cooperation as may

be reasonably requested by Class Counsel for the prosecution of the pending action or any other released claims pursuant to Paragraphs 17 and 18 related to Shell Eggs or Processed Egg Products. Prior to preliminary approval of the Settlement Agreement, such cooperation shall include, but shall not be limited to: making documents related to the claims asserted in this action available for review and making witnesses with knowledge related to the claims asserted in this action available for informal interviews and, as necessary, consultation with Plaintiffs' Counsel as Class Counsel might reasonably request. In addition, within five (5) business days of the Court's grant of preliminary approval of this Settlement Agreement, or as soon as practicable thereafter, Sparboe Farms shall continue to cooperate with Class Counsel, including but not limited to producing documents related to the claims asserted in this action and by making witnesses available at an appropriate time to testify at depositions and at trial, subject to the limitations agreed upon below. Sparboe Farms agrees to provide discovery to Plaintiffs in the pending Action as if Sparboe Farms were a party subject to all rules for discovery. Sparboe Farms has no obligation to cooperate with respect to any Excepted Claims.

Further:

- (a) With respect to witnesses, if requested in good faith by Class Counsel, Sparboe Farms agrees to use its best efforts to produce interviewees, at a location to be chosen by Sparboe Farms, who are current or former directors, officers, or employees of Sparboe Farms for deposition at the time discovery in this Action commences subject to the limitations imposed by the Federal Rules of Civil Procedure or by any additional limitations imposed by any order or stipulation in this Action governing the depositions of any Non-Settling Defendant, and make those persons available for trial testimony, if requested in good faith by Plaintiffs'

Counsel. Should it be reasonably necessary, and if requested in good faith by Class Counsel, Sparboe Farms shall also make witnesses, including corporate designees, available to testify at deposition and trial, for the prosecution of the pending Action or any other action related to Shell Eggs and Processed Egg Products (except for the Excepted Claims) to which this Settlement Agreement applies to release the claims asserted therein, which testimony may pertain to knowledge of and/or participation by Sparboe Farms, including but not limited to its officers, directors and employees, regarding present and future claims asserted in the pending Action or any other actions related to Shell Eggs or Processed Egg Products, except for the Excepted Claims to which this Settlement Agreement applies to release the claims asserted therein. Notwithstanding anything in this Paragraph, the cooperation of individuals shall be subject to their individual rights and obligations.

(b) With regard to documents and electronic data, Sparboe Farms will produce, at a location of its choosing, pursuant to and subject to the limitations imposed by Rule 30(b)(6) and the other Federal Rules of Civil Procedure as well as any additional limitation imposed by order or stipulation in this Action governing the authentication of documents or corporate representative testimony related to any Non-Settling Defendant, a corporate representative sufficiently qualified to authenticate and make admissible under the applicable rules of evidence, as well as under the rules of any state, all Sparboe Farms documents and electronic data as may in good faith be requested by Plaintiffs' Counsel in the

pending Action related to Shell Eggs or Processed Egg Products, except for the Excepted Claims.

24. Plaintiffs, Class Counsel and Plaintiffs' Counsel agree not to assert that Sparboe Farms waived its attorney-client privilege, work product immunity or any other privilege or protection with respect to information or documents provided or identified to Class Counsel or Plaintiffs' Counsel pursuant to this Agreement. Nor should anything in this Agreement be construed as a waiver of any such privilege, immunity or protection.

Confidentiality and Non-Use of Information and Documents

25. Should the Settling Parties be required to submit any information or documentation to the Court to obtain preliminary approval, such submission shall be, to the full extent permitted, for review by the court in camera only. All information and documents provided by Sparboe Farms to Class Counsel shall be subject to the protective order entered in this action, and any documents or electronically stored information designated as "Confidential" or "Attorneys Eyes Only" by Sparboe Farms shall have the same equivalent protection under the protective order.

26. Class Counsel agree to use any and all of the information obtained from Sparboe farms only for the purpose of this litigation, and agrees to be bound by the terms of the protective order described above in Paragraph 25. Any Plaintiffs' Counsel who receives information or documents produced in accordance with this Agreement agrees to be bound by all of the terms of this Agreement. Notwithstanding the foregoing, or the terms of the protective order, Class Counsel agree, unless ordered by a court and consistent with due process, that under no circumstances will information or documents be shared with any person, counsel, Class Counsel or Plaintiffs' Counsel who is also (i) counsel for any plaintiff in any other foreign, state or

federal action against one or more of the Releasees or Non-Settling Defendants, (ii) counsel for any plaintiff or Class Member who elects to opt out of the proposed litigation class upon Plaintiffs' motion for class certification or who elects to opt out of the proposed class for settlement purposes under this Agreement, (iii) any counsel representing or advising indirect purchasers of Shell Eggs or Processed Eggs, or (iv) any counsel representing or advising direct or indirect purchasers of "specialty" shell egg or egg products (such as "organic," "free range," or "cage free") and purchasers of hatching eggs (used by poultry breeders or produce breeder stock or growing stock for laying hens or meat).

Notice of Settlement to Class Members

27. Class Counsel shall take all necessary and appropriate steps to ensure that notice of this Settlement Agreement and the date of the hearing scheduled by the Court to consider the fairness, adequacy and reasonableness of this Settlement Agreement is provided in accordance with the Federal Rules of Civil Procedure and Court order. Class Counsel will undertake all reasonable efforts to obtain from the Non-Settling Defendants the names and addresses of those persons who purchased shell eggs or egg products directly from any Non-Settling Defendant during the Class Period. Notice of this Settlement will be issued no earlier than 180 days following Preliminary Approval of this Settlement Agreement by the Court, but as soon as practicable thereafter, unless otherwise ordered by the Court.

28. Within three months from the date of Final Approval, Sparboe Farms agrees to reimburse Plaintiffs up to a maximum of \$350,000.00 towards the costs of notice of the Settlement under this Agreement, provided the occurrences described below in Paragraph 29 do not occur.

29. In the event Plaintiffs enter into a cash settlement with any Non-Settling Defendant and receive preliminary approval of that settlement prior to the issuance of notice under this Agreement (such that the settlement notices can be combined), Plaintiffs shall apply those settlement funds towards the cost of notice, thus reducing or eliminating Sparboe Farms' obligation to reimburse Plaintiffs for the notice costs of this Agreement. In the event Plaintiffs obtain certification of a litigation class prior to the issuance of notice under this Agreement (such that the notice of this Settlement Agreement and the notice of class certification can be combined), then Plaintiffs agree to be fully responsible for costs of the combined notice without any cash contribution by Sparboe Farms.

30. In the event Plaintiffs enter into a cash settlement with any Non-Settling Defendants after notice of this settlement has been issued and paid for, in whole or in part, once that cash settlement has been Finally Approved, Plaintiffs shall release Sparboe Farms from any obligation to reimburse Plaintiffs for the notice costs of this Agreement. Forgiveness of Sparboe Farms's obligation to reimburse Plaintiffs for costs of notice of this Agreement will not exceed the value of such cash settlements, as Finally Approved. Under no circumstances shall Sparboe Farms be responsible for any costs or expenses in excess of \$350,000.00.

Subsequent Modification of Class Definition or Class Period

31. In the event that Plaintiffs either enter into a settlement agreement with any Non-Settling Defendant, or obtain certification of a litigation class, and the definition of the class in any subsequent settlement agreement or certification order differs from the definition contained in this Agreement in Paragraph 11 (including an expansion of the Class Period), Plaintiffs agree to use their best efforts to modify the class definition and Class Period of this Agreement to conform to any and all subsequent expansion of the class definition or Class Period, including

moving for approval of an amendment to this Agreement and the dissemination of notice of the amendment in conjunction either with notice of any subsequent settlement class or notice of the certification of a litigation class, or both in the event that there are more than one subsequent modification to the class definition or Class Period. In no event shall Sparboe Farms be responsible for any additional notice costs or expenses.

Miscellaneous

32. 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 unnamed co-conspirator other than the Releasees. All rights of any Class Member against Non-Settling Defendants or unnamed co-conspirators 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 Processed Egg Products by Sparboe Farms 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.

33. 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 Sparboe Farms. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Pennsylvania without regard to its choice of law or conflict of laws principles. Sparboe Farms only submits to the jurisdiction in the Eastern District of Pennsylvania for the purposes of this Settlement Agreement and the

implementation, enforcement and performance thereof. Sparboe Farms otherwise retains all defenses to the Court's exercise of personal jurisdiction over Sparboe Farms.

34. This Agreement constitutes the entire agreement among Plaintiffs (and the other Releasors) and Sparboe Farms (and the other Releasees) pertaining to the settlement of the Action against Sparboe Farms only and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Sparboe Farms in connection therewith. This Agreement may be modified or amended only by a writing executed by Plaintiffs and Sparboe Farms, and approved by the Court.

35. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors 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 Releasors; and (b) each and every covenant and agreement made herein by Releasees shall be binding upon all Releasees.

36. This Agreement may be executed in counterparts by Plaintiffs and Sparboe Farms, and a facsimile signature will be considered as an original signature for purposes of execution of this Agreement.

37. 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.

38. 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 shall be restored and the Agreement shall have no effect on the rights of the Settling Parties 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 Sparboe Farms.

39. Neither Sparboe Farms 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.

40. 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, Sparboe Farms, and Releasees any right or remedy under or by reason of this Agreement.

41. 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 facsimile or letter by overnight delivery to:

For the class:

Steven A. Asher
WEINSTEIN KITCHENOFF & ASHER LLC
1845 Walnut Street, Suite 1100
Philadelphia, PA 19103
(215) 545-7200
(215) 545-6536 (fax)
asher@wka-law.com

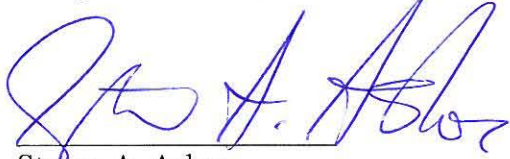
For Sparboe Farms:

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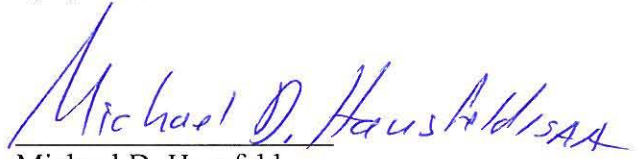
42. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Originally Signed: June 5, 2009

Resigned: June 22, 2009 (to account for edits to Paragraph 11)



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(On Behalf of the class, Plaintiffs, Class Counsel and Plaintiffs' Counsel)

Originally Signed: June 8, 2009

Resigned: June 22, 2009 (to account for edits to Paragraph 11)



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eabartsch@stoel.com

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(On Behalf of Sparboe Farms, Inc.)

EXHIBIT B

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

IN RE: PROCESSED EGG PRODUCTS	:	
ANTITRUST LITIGATION	:	MDL No. 2002
<hr style="width: 100%;"/>	:	08-md-02002
	:	
THIS DOCUMENT APPLIES TO:	:	
All Direct Purchaser Actions	:	

**AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS
AND SPARBOE FARMS, INC.**

This Amendment to the Settlement Agreement by and between Sparboe Farms, Inc. (“Sparboe Farms”) and Direct Purchaser Class Plaintiffs (“Plaintiffs”) executed on June 8, 2009 (and re-signed on June 22, 2009) (the “Sparboe Agreement”) is made and entered into this 28th day of August 2013.

WHEREAS, the Court granted final approval to the Sparboe Agreement on July 16, 2013 (Order Granting Final Approval of the Class Action Settlement Between Direct Purchaser Plaintiffs and Defendant Sparboe Farms, Inc. (ECF No. 698) (“Final Approval Order”));

WHEREAS, the United States District Court for the Eastern District of Pennsylvania retains jurisdiction over the implementation, enforcement, and performance of the Sparboe Agreement (Final Approval Order, at 4 ¶ 9);

WHEREAS, paragraph 31 of the Sparboe Agreement provides that if any subsequent settlement agreement between Plaintiffs and any Non-Settling Defendant provides for a more expansive class definition or Class Period compared to the Sparboe Agreement, Plaintiffs shall use best efforts to modify the class definition and Class Period to conform to the expanded definition or period;

WHEREAS, paragraph 34 of the Sparboe Agreement provides that the Agreement may be amended only by a writing executed by Plaintiffs and Sparboe Farms, and approved by the Court;

WHEREAS, the Class Period under paragraph 11 of the Sparboe Agreement was defined as January 1, 2000 through October 23, 2009 (Final Approval Order, at 2 n.1);

WHEREAS, on August 2, 2013, Plaintiffs entered into a settlement agreement with Defendant Cal-Maine Foods, Inc. (“Cal-Maine Agreement”), which provides for a Class Period of greater duration—from January 1, 2000 through the date on which the Court enters an order preliminarily approving the Cal-Maine Agreement and certifies a Class for Settlement purposes:

NOW, THEREFORE, it is agreed by and among the undersigned as follows:

1. Paragraph 11 of the Sparboe Agreement is amended to provide for the following Class Period: “January 1, 2000 through the date on which the Court enters an order preliminarily approving the settlement agreement with Cal-Maine and certifies a Class for Settlement purposes as to Cal-Maine only.”
2. Class Counsel shall move the Court to approve this Amendment to the Sparboe Agreement at or around the time it files its Motion for Approval of the Plan and Form of Class Notice for the Cal-Maine Agreement.
3. Class Counsel shall disseminate notice of this Amendment in connection with the Class Notice of the Cal-Maine Agreement. Sparboe shall not be obligated to pay or reimburse any party for any costs or fees, including notice costs.
4. Aside from the amendment of the settlement class period in Paragraph 11, all other provisions of the Sparboe Agreement shall remain unchanged and binding on the Plaintiffs.
5. Each of the undersigned attorneys represents that he or she is fully authorized to

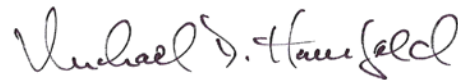
enter into the terms and conditions of, and to execute, this Amendment, subject to Court approval.

6. This Amendment may be executed in counterparts by Plaintiffs and Sparboe Farms, and an electronically-scanned (in either .pdf or .tiff format) or facsimile signature will be considered as an original signature for purposes of execution of this Amendment.

Dated: August 28, 2013



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SSusman@SusmanGodfrey.com

(On Behalf of the Direct Purchaser Class Plaintiffs)

enter into the terms and conditions of, and to execute, this Amendment, subject to Court approval.

6. This Amendment may be executed in counterparts by Plaintiffs and Sparboe Farms, and an electronically-scanned (in either .pdf or .tiff format) or facsimile signature will be considered as an original signature for purposes of execution of this Amendment.

Dated: August 28, 2013

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(On Behalf of the Direct Purchaser Class Plaintiffs)

Troy Hutchinson /ckw

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(On Behalf of Sparboe Farms, Inc.)

EXHIBIT C

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.

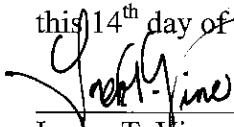
OBJECTIONS AND EXCLUSIONS

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

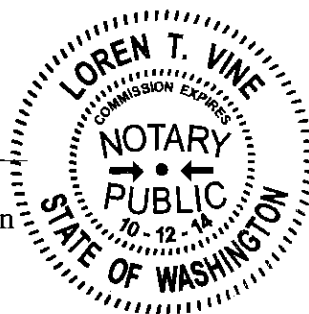


Exhibit 1

**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 <i>if</i> 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

COMMODITIES & CREDIT MARKETS

Futures Contracts | WSJ.com/commodities

Table with columns: Open, High, Low, Settle, Chg, Open interest. Rows include Metal & Petroleum Futures (Copper, Gold, Palladium), Agricultural Futures (Corn, Soybeans, Wheat), and Energy Futures (Crude Oil, Heating Oil).

Table with columns: Open, High, Low, Settle, Chg, Open interest. Rows include Agricultural Futures (Soybeans, Wheat, Corn), Energy Futures (Crude Oil, Heating Oil), and Precious Metals (Silver, Gold).

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. Rows include Broad market, U.S. Corporate, High Yield, and Mortgage-Backed.

* 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

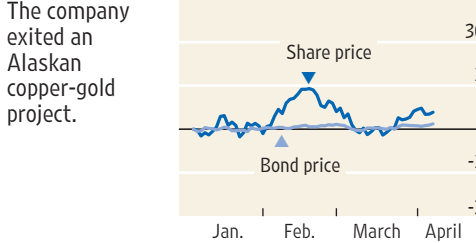
Table with columns: Coupon (%), Maturity, Country, Latest, Yield, Spread, Previous, Month ago, Year ago. Rows include U.S., Austria, France, Germany, Greece, Italy, Spain, U.K.

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.

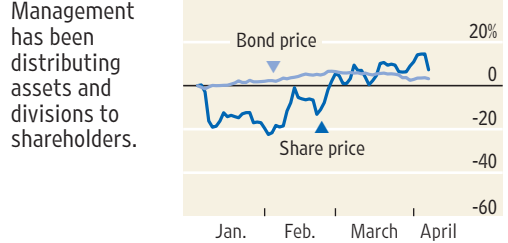
Investment-Grade

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



High Yield (junk-rated)

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



Investment-grade spreads that tightened the most...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, Spread, Last week, Stock Performance. Rows include 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. Rows include 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. Rows include 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. Rows include 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 with maturities of two years or more Sources: MarketAxess Corporate Bond Ticker; WSJ Market Data Group

ADVERTISEMENT

Legal Notices advertisement for Egg Products Settlement. Includes text: '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.' and contact information: (800) 366-3975.

Legal Notices advertisement for Egg Products Settlement. Includes text: '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.' and contact information: (800) 366-3975.

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



Legal Notice

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.

This legal notice is to inform you of the proposed Cal-Maine Settlement 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 also inform you of an amendment to the Sparboe Settlement.

Who is included in the Cal-Maine Settlement & Sparboe Amendment?

The Cal-Maine Settlement "Class" includes all persons and entities in the United States that purchased shell eggs and egg products, in the United States directly from any producer from January 1, 2000 through February 28, 2014. Due to the Cal-Maine Settlement, the prior Sparboe Settlement, approved by the Court in 2012, is amended to add to the Sparboe Settlement Class direct purchases of shell eggs and egg products from October 24, 2009 through February 28, 2014, expanding the Class Period to make it comparable to the Cal-Maine Class.

What is this case about?

Plaintiffs claim that Defendants conspired to limit the supply of shell eggs and egg products, which raised the price of shell eggs and egg products and, therefore, violated the Sherman Antitrust Act, a federal statute that prohibits agreements that unreasonably restrain competition. Cal-Maine and Sparboe deny all of Plaintiffs' allegations.

What does the Cal-Maine Settlement provide?

The Cal-Maine Settlement is with Cal-Maine only; the case is continuing against the remaining defendants. Plaintiffs will release all claims against Cal-Maine. In exchange, Cal-Maine will provide the Class with \$28,000,000 from which claims can be paid. Cal-Maine will also provide Plaintiffs with information that Plaintiffs' attorneys believe will aid in their analysis and prosecution of this Action.

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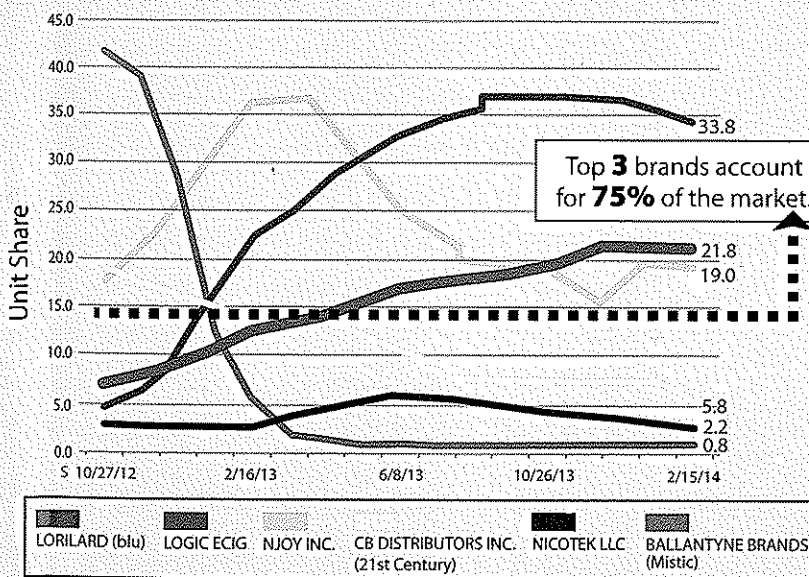
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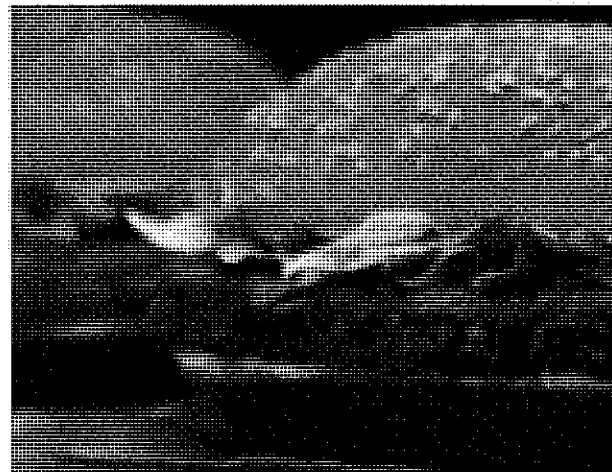
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TRENDSIGHTS



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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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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**Building
a better
salad bar**
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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

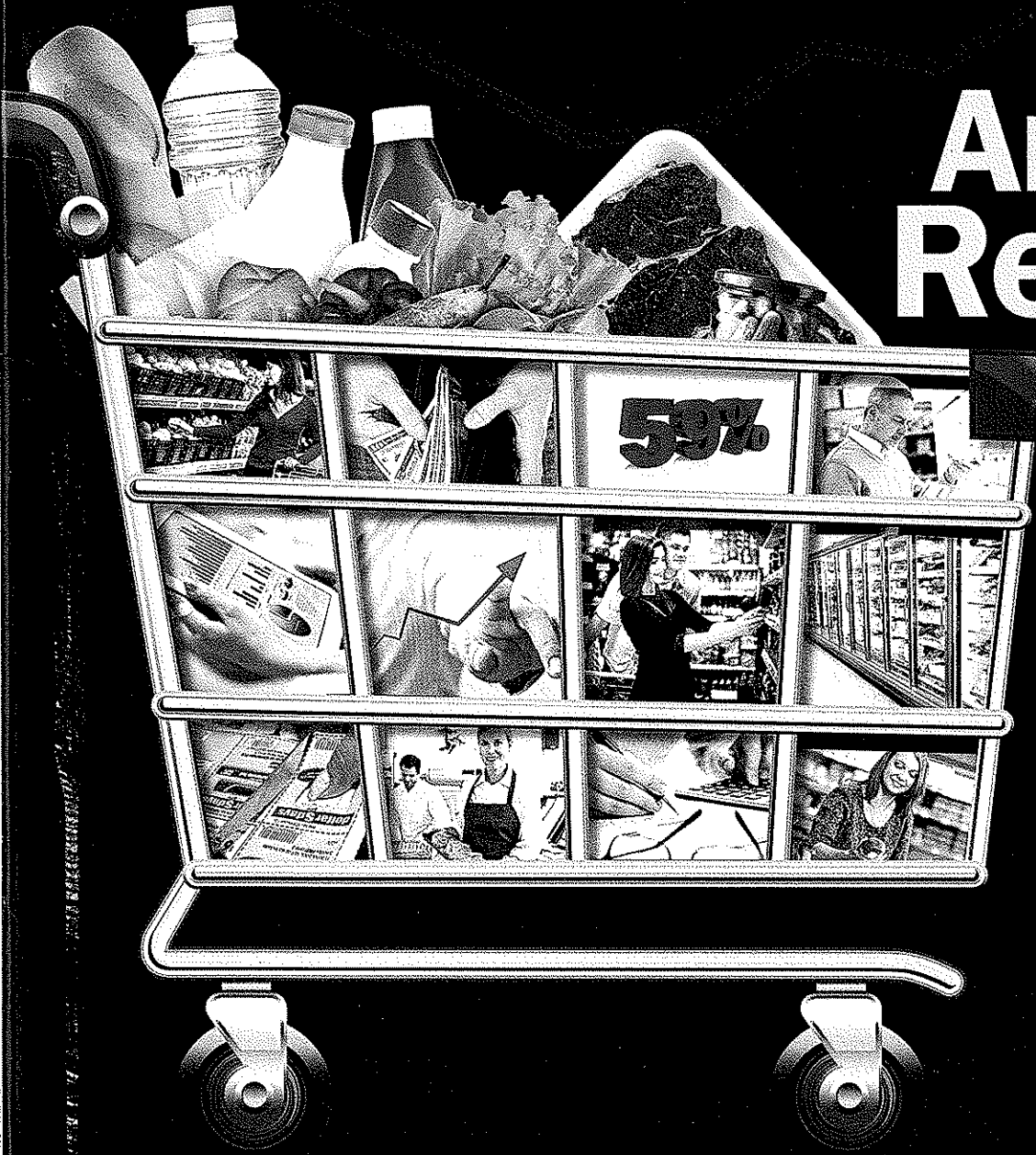
Purchases vary by age, income Page 101

PROGRESSIVE GROCER

81st Annual Report of the Grocery Industry

Retailers notably optimistic about 2014

Page 21



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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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Vol. 27, No. 8



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

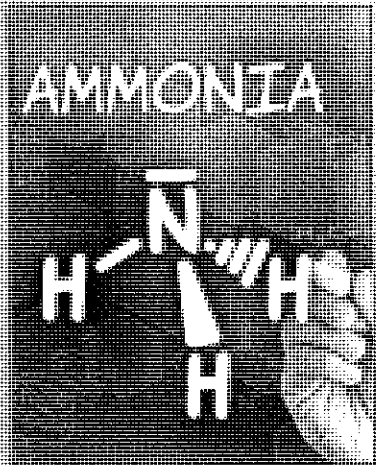
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Ondrej Kruk, Business Unit Manager & Print and Apply Labeling (LPA) expert, Videojet Technologies



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

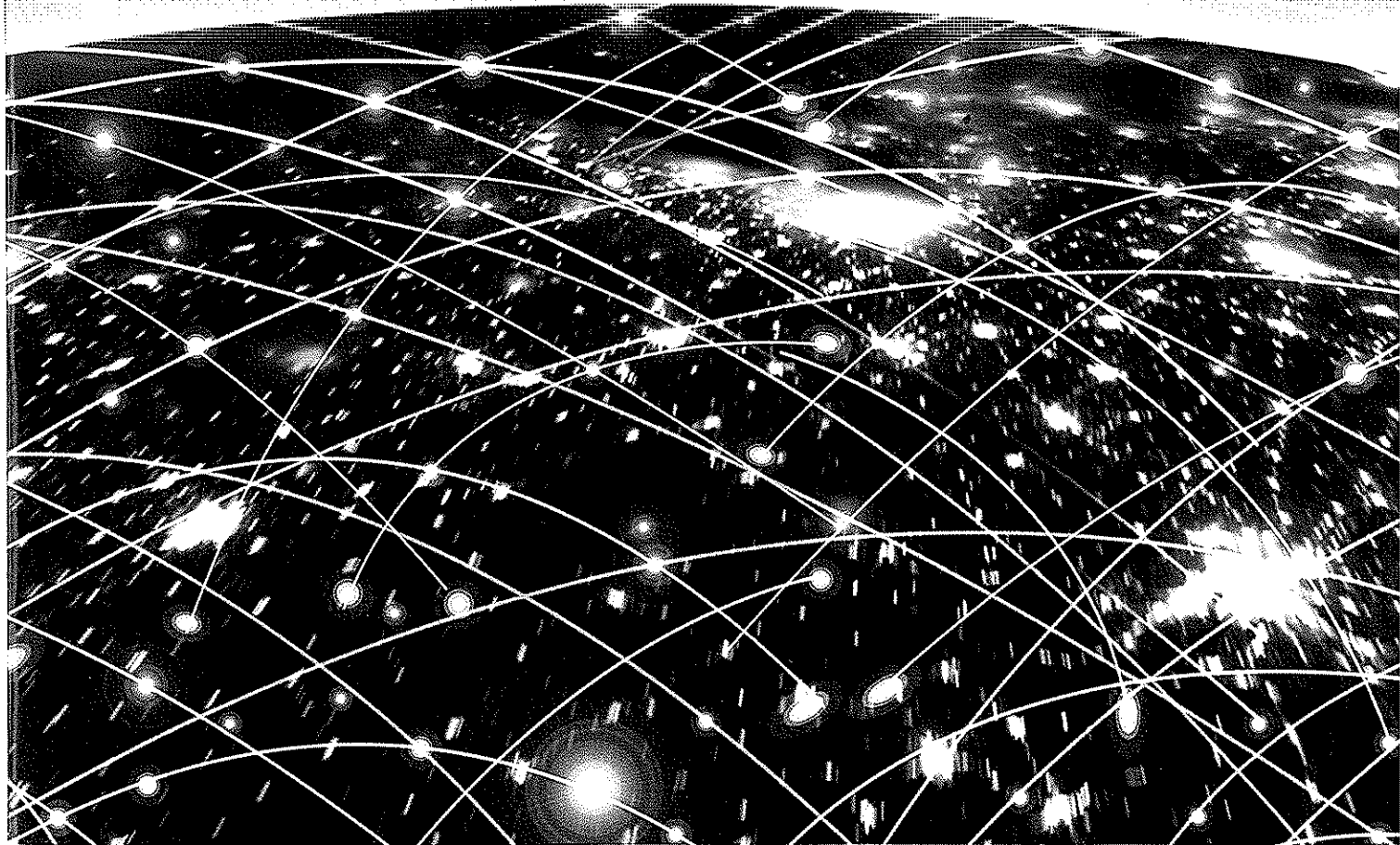
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STORES

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

WATT
News for the Egg Industry Worldwide



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China presents massive opportunities for pork and poultry exporters



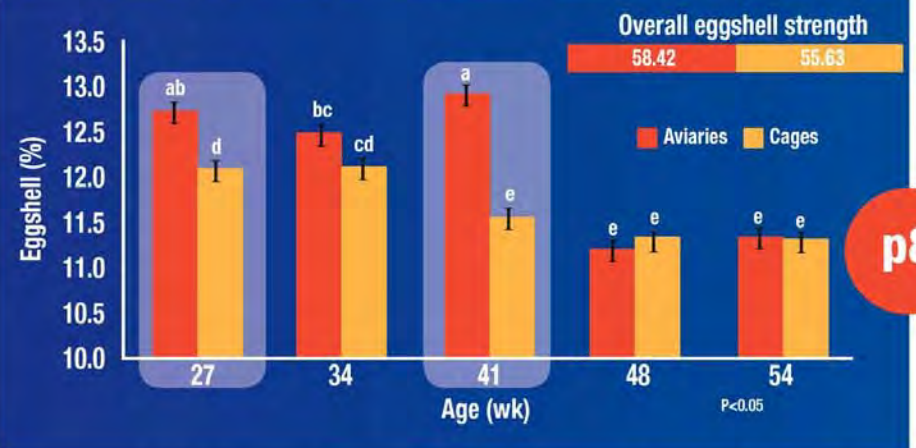
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What is the next step forward for shell egg safety?



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

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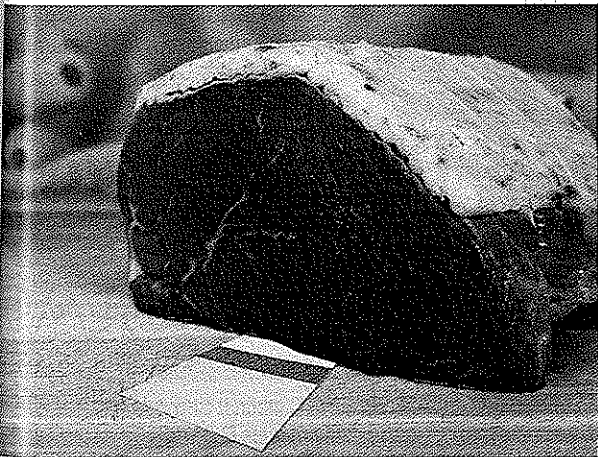
2014 CAPITAL SPENDING REPORT New Projects Line Up

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. The retailer "then adopted [the technology] in every vacuum pack and they tell all of their suppliers now to use it in all of their 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

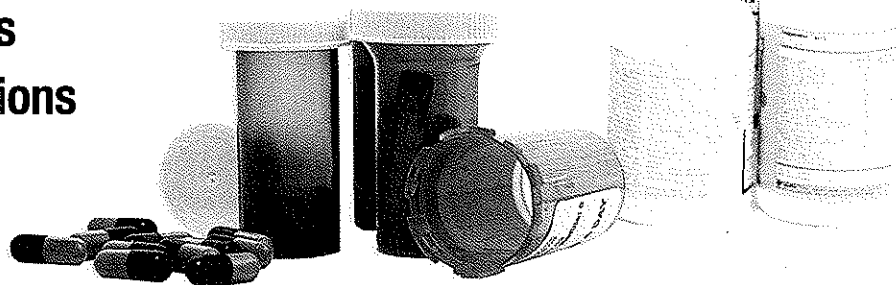
the pharmacist is in

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. ■

Legal Notice

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.

This legal notice is to inform you of the proposed Cal-Maine Settlement described 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 also inform you of an amendment to the Sparboe Settlement.

Who is included in the Cal-Maine Settlement & Sparboe Amendment?

The Cal-Maine Settlement "Class" includes all persons and entities in the United States who purchased shell eggs and egg products in the United States directly from any producer from January 1, 2000 through February 28, 2014. Due to the Cal-Maine Settlement, the prior Sparboe Settlement, approved by the Court in 2012, is amended to add to the Sparboe Settlement Class direct purchasers of shell eggs and egg products from October 24, 2009 through February 28, 2014, expanding the Class Period to make it comparable to the Cal-Maine Class.

What is this case about?

Plaintiffs claim that Defendants conspired to limit the supply of shell eggs and egg products, which raised the price of shell eggs and egg products and, therefore, violated the Sherman Antitrust Act, a federal statute that prohibits agreements that unreasonably restrain competition. Cal-Maine and Sparboe deny all of Plaintiffs' allegations.

What does the Cal-Maine Settlement provide?

The Cal-Maine Settlement is with Cal-Maine only; the rest is continuing against the remaining defendants. Plaintiffs will release all claims against Cal-Maine. In exchange, Cal-Maine will provide the Class with \$28,000,000 from which claims can be paid. Cal-Maine will also provide Plaintiffs with reimbursement that Plaintiffs' attorneys believe will aid in their analysis and prosecution of this Action.

What does the Sparboe Settlement provide?

There is no monetary relief under the Original or Amended Sparboe Settlement. Sparboe agreed to provide substantial and immediate cooperation to Plaintiffs, which the Court already found conferred substantial benefits upon the Class. The amendment merely confirms the Sparboe Class to the Cal-Maine Class.

What do I do now?

If you are a Class Member your legal rights are affected, and you now have a choice to make. **Participants in the Settlements:** No action is required to remain part of the Cal-Maine Settlement or the amended Sparboe Settlement. If the Court grants approval to the Cal-Maine Settlement and the Sparboe Amendment, the Cal-Maine Settlement and Amended Sparboe Settlement will be binding upon you and all other Class Members. By remaining part of the Cal-Maine Settlement, you will give up any potential claims that you may have against Cal-Maine relating to the claims alleged in this lawsuit. You may be eligible to receive a payment from the Cal-Maine Settlement if you submit a completed claim form (postmarked no later than August 1, 2014). **Ask to be excluded:** If you wish to exclude yourself from the Sparboe Settlement or amended if you had no prior basis before October 24, 2009) and/or the Cal-Maine Settlement and wish to reserve your right to pursue your own lawsuit relating to the claims alleged in this lawsuit, you must formally exclude yourself from one or both Classes by sending a signed letter to the United Administrative Proceedings on or before August 1, 2014. **Object:** You may notify the Court that you object to the Cal-Maine Settlement and/or Sparboe Amendment by making a statement of your objection(s) to the Court, Plaintiff's Counsel, and Defense Counsel postmarked by August 1, 2014. Detailed instructions on how to participate, opt out or object are on the settlement website.

Who represents you?

The Court appointed Steven A. Adler of Weinstein Kitchwell & Adler LLC, Michael D. Hasfield of Hasfield LLP, Stanley D. Bernstein of Bernstein Liebman LLP, and Stephen D. Sussman of Sussman Godfrey LLP as Class Co-Lead Counsel. You do not have to pay them or anyone else to participate. You may hire your own lawyer at your own expense.

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

At 2:00 p.m. on September 24, 2014, in the United States District Court, James A. Burke Federal Courthouse, 401 Market Street, Philadelphia, PA 19106-1741, the Court will hold a hearing to determine the fairness and adequacy of the Cal-Maine Settlement and the Sparboe Amendment, and consider granting for or against all interests' fees and reimbursement of litigation costs. You may appear in the hearing. For more information, see the settlement website.

Please note that the Court may change the date and/or time of the hearing. Hearing or other further notice. Settlement Class members are advised to check www.settlementofeggproducts.com for any updates.

How can I learn more?

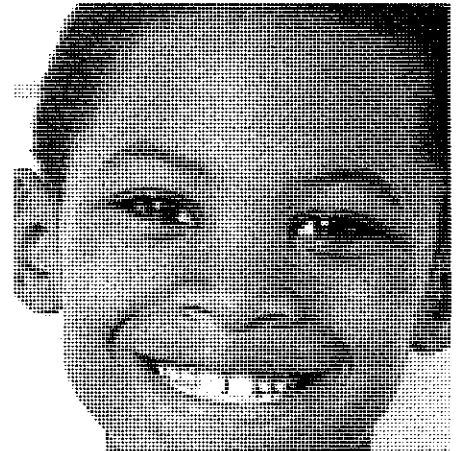
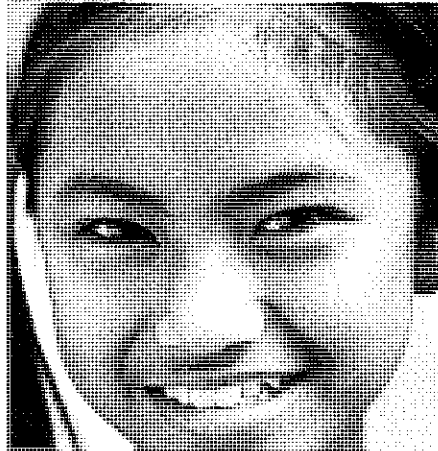
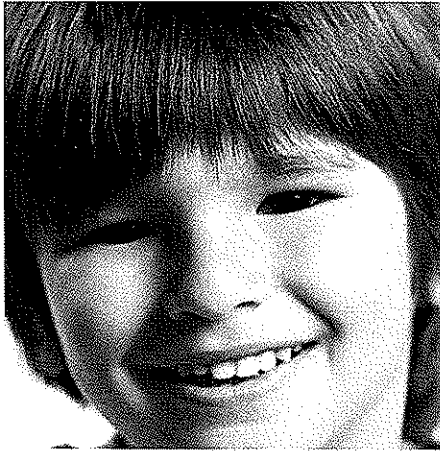
This notice is only a summary. For your information, visit www.settlementofeggproducts.com.

School Nutrition

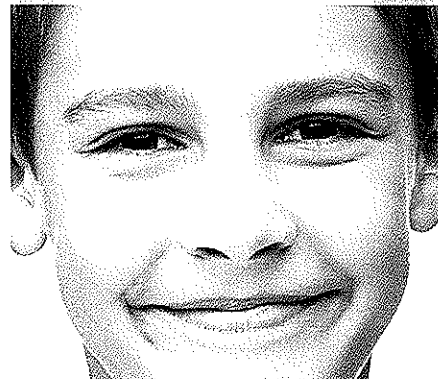
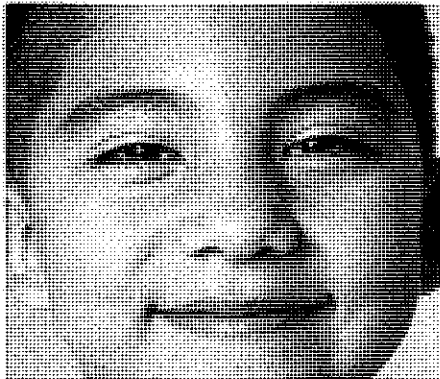
Solutions & Strategies for K-12 Foodservice

JUNE/JULY 2014

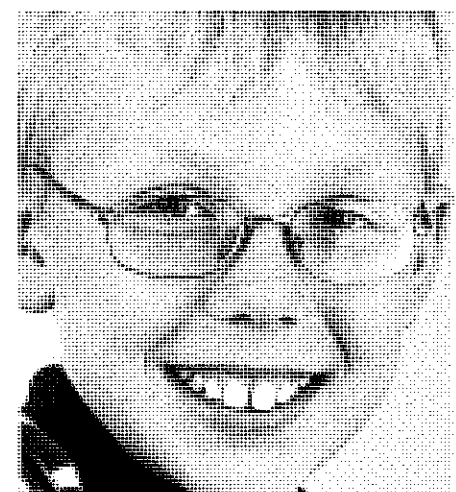
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Diversity



Embracing All Of Our Delightful **Differences**



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Who represents you?

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.

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.

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	ALBERTSON'S 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	SHAW'S 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 First Amendment to Sparboe Settlement Agreement;
2. Memorandum of Law in Support; and
3. Supporting Exhibits A, B and C.

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