

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

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

**ALLOCATION ORDER**

**WHEREAS**, this Court granted final approval of separate settlement agreements between Direct Purchaser Class Plaintiffs and Midwest Poultry Services LP (“Midwest Poultry”), National Food Corporation (“NFC”), United Egg Producers and United States Egg Marketers (“UEP/USEM”), NuCal Foods, Inc. (“NuCal”), and Hillandale Farms of Pa., Inc. and Hillandale-Gettysburg, L.P. (“Hillandale”) (the “Agreements”), finding each of the Agreements to be “fair, reasonable and adequate” pursuant to Fed. R. Civ P. 23(e) (Docket Nos. 1418 (NuCal and Hillandale) and 1419 (Midwest Poultry, UEP/USEM, and NFC));

**WHEREAS**, the Court defined the following Settlement Classes:

- a. For the Midwest, NFC, and UEP/USEM settlements:

Claimants must have purchased Shell Eggs and/or Egg Products in the United States directly from any Producer, including any Defendant (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from January 1, 2000 through July 30, 2014.

- b. For the NuCal settlement:

Claimants must have purchased Shell Eggs and/or Egg Products in the United States directly from any Producer, including any Defendant (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from January 1, 2000 through October 3, 2014.

c. For the Hillandale Settlement:

Claimants must have purchased Shell Eggs and/or Egg Products in the United States directly from any Producer, including any Defendant (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from January 1, 2000 through December 19, 2014.

Excluded from each Class are: Defendants, their co-conspirators, and their respective parents, subsidiaries, and affiliates, as well as any government entities. Also excluded from the Class are purchasers of “specialty” shell eggs (such as “organic,” “certified organic,” “free range,” “cage free,” “nutritionally enhanced,” or “vegetarian fed”) and purchasers of hatching eggs, which are used by poultry breeders to produce breeder stock or growing stock for laying hens or meat.

**WHEREAS**, the Settlements are final and the Settlement Funds must now be allocated for distribution to the members of the Settlement Classes;

**WHEREAS**, the Direct Purchaser Class Plaintiffs have made a motion for allocation of the Midwest Poultry, NFC, UEP/USEM, NuCal and Hillandale Net Settlement Proceeds (Docket No. 2134);

**IT IS ORDERED AS FOLLOWS:**

1. The motion for allocation (Doc. No. 2134) is **GRANTED**.
2. The proposed allocation of each Settlement Fund is adjudged to be fair, reasonable, and adequate and in the best interests of Direct Purchaser Class Plaintiffs and the respective Settlement Class.
3. The Court finds that the Notice and the Notice Plan constituted the best notice practicable under the circumstances and constituted valid, due, and sufficient notice to all persons entitled thereto.
4. The Court directs the Claims Administrator, Epiq Class Action & Claims Solutions, Inc. (“Epiq”), to allocate the Net Settlement Funds, after adjustment for any expenses authorized

under each of the five Settlement Agreements and as approved by the Court, including to the Claims Administrator and for taxes, any adjustment for the payment of attorneys' fees and expenses previously authorized by the Court (Doc. Nos. 1417, 1420, 1421), and any adjustment for interest accrued on the Settlement Fund, among Authorized Claimants.

5. Epiq is directed to make payments from each of the five Net Settlement Funds to Authorized Claimants as follows: Each Authorized Claimant who files a valid, sworn, and timely Claim Form and who submits documents that the Claims Administrator determines are valid proof of purchase and purchase price shall be entitled to a payment from the Individual Settlement Fund(s) for which they are eligible in the following approximate amounts:

- a. Midwest Poultry: 0.0038% of the Authorized Claimant's actual total purchase price;
- b. NFC: 0.0013% of the Authorized Claimant's actual total purchase price;
- c. UEP/USEM: 0.0007% of the Authorized Claimant's actual total purchase price;
- d. NuCal: 0.0020% of the Authorized Claimant's actual total purchase price;
- e. Hillandale Farms: approximately 0.0041% of the Authorized Claimant's actual total purchase price;

or a total sum of \$25.00, whichever is greater.

6. Valid proof of purchase may include but is not limited to receipts, cancelled checks, credit card statements, or other records that show the Authorized Claimant purchased shell eggs and/or egg products as defined in the appropriate Settlement Agreement, from whom the Authorized Claimant purchased the product(s), and when the Authorized Claimant purchased the product(s).



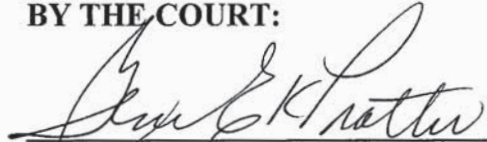
7. Any funds remaining in the Net Settlement Fund after these payments are made are “Excess Amounts.” If there are Excess Amounts, then the payments to the Authorized Claimants of the appropriate Net Settlement Fund will be increased by an equal percentage until the Net Settlement Fund is exhausted.

8. Within twenty (20) days of the issuance of this Order, Epiq shall identify and submit to Co-Lead Counsel an accounting of the payments to each Authorized Claimant that Epiq intends to pay. At the same time, Epiq will provide counsel for Midwest Poultry, NFC, UEP/USEM, NuCal and Hillandale with sufficient information to (i) identify the aggregate of all amounts Epiq intends to pay to Authorized Claimants and (ii) explain the calculation as provided for in this Allocation Order.

9. Within fourteen (14) days of such notice, Co-Lead Counsel shall identify any issues or communicate their agreement with the payments proposed to be made by Epiq. If Co-Lead Counsel agrees with the payments proposed to be made by Epiq, then Epiq will notify each Authorized Claimant of the proposed payments. The Authorized Claimants will then have 30 days to object to the proposed payment. If an Authorized Claimant believes that the calculation of their recovery is inaccurate, then the Authorized Claimant must submit additional information proving the correct calculation with their objection. If no such objections are received, then Epiq shall distribute payments accordingly. If any objections are received, then Co-Lead Counsel shall attempt to resolve those objections. If Co-Lead Counsel and Epiq are unable to agree on the appropriate payments to be made or to resolve any outstanding issues, then they shall request an Order from the Court resolving such issues.

10. No person shall have any claim against the Representative Plaintiffs, Co-Lead Counsel, Epiq, or counsel for Midwest Poultry, NFC, UEP/USEM, NuCal or Hillandale based on distributions made substantially in accordance with this Allocation Order and the orders of this Court.

**BY THE COURT:**

  
\_\_\_\_\_  
**GENE E.K. PRATTER**  
**UNITED STATES DISTRICT JUDGE**

Date: July 13, 2020