

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

**IN RE: BROILER CHICKEN GROWER
ANTITRUST LITIGATION (NO. II)**

MDL No. 6:20-2977-RJS-CMR

Hon. Chief Judge Robert J. Shelby

Hon. Cecilia M. Romero

**PLAINTIFFS' MOTION AND MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR APPROVAL OF THE FORM AND MANNER OF CLASS NOTICE AND
APPOINTMENT OF SETTLEMENT ADMINISTRATOR
AND REQUEST FOR EXPEDITED TREATMENT**

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I. INTRODUCTION

Plaintiffs Haff Poultry, Inc., Nancy Butler, Johnny Upchurch, Jonathan Walters, Myles Weaver, Melissa Weaver, Marc McEntire, Karen McEntire, Mitchell Mason, Anna Mason, Barry Mason, Jonathan Tipton, and Henry Randall Colvin (collectively, “Plaintiffs”),¹ individually and on behalf of the proposed Settlement Class,² hereby move pursuant to Federal Rule of Civil Procedure 23(c)(2)(B) and (e)(1) to approve the form and manner of class notice to members of the Settlement Class for the Tyson³ and Perdue⁴ Settlements (the “Notice Plan”) and to appoint Angeion Group, LLC (“Angeion”) as the Settlement Administrator for both Settlements. The proposed Notice Plan is exemplary, will reach well over ninety percent of the Settlement Class by direct mail, and easily meets the requirements of Rules 23(c)(2) and (e)(1) of the Federal Rules of Civil Procedure.

Plaintiffs understand from the August 13, 2021, status conference that the Court may take up this motion when it takes up preliminary approval of the Tyson and Perdue Settlements on August 23, 2021, and as such respectfully request expedited treatment and have so indicated in the caption per the Court’s instructions; however, it is not necessary to approve the Notice Plan in order to preliminarily approve the Perdue and Tyson Settlements. *See* Fed. R. Civ. P. 23(e)(1)(B) (noting that the Court first determines whether it “will likely be able” to “approve the proposal

¹ Anna Mason, Barry Mason, Jonathan Tipton, and Henry Randall Colvin (some of whom recently dismissed their claims in their respective member cases, but remain parties to the Settlement Agreements) are individual plaintiffs in the cases comprising this multi-district litigation and are not proposed class representatives.

² Although there are two Settlement Classes (one for Perdue and one for Tyson), they are identically defined and the Settlements will be jointly administered. The only meaningful distinction is that by accepting the release as to Tyson, an absent settlement class member does not *ipso facto* accept the release as to Perdue, and *vice versa*. In other words, an absent Settlement Class member, could, as a matter of procedure, exclude themselves from only one of the Settlements if they so choose, as explained further below. However, since the Settlement Classes will otherwise be treated uniformly, they are referred to for ease of reference herein as the “Settlement Class.”

³ “Tyson” means, collectively, Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc., and all of their predecessors, successors, assigns, affiliates (including without limitation any affiliates who are alleged co-conspirators), and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments.

⁴ “Perdue” means, collectively, to Perdue Foods, LLC and all of its predecessors, successors, assigns, Affiliates (including without limitation any affiliates who are alleged co-conspirators), and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments.

under Rule 23(e)(2)” and “certify the class” before issuing notice).

II. BACKGROUND

On June 30, 2021, and August 11, 2021, respectively, Plaintiffs reached Settlements with Tyson and Perdue that would resolve all of Plaintiffs’ allegations in this matter against these two Defendants only. Plaintiffs have alleged that Defendants⁵ and seventeen alleged Co-Conspirators,⁶ which include the largest vertically integrated chicken processors (“Integrators”) in the United States, engaged in an overarching conspiracy to suppress compensation paid to Broiler⁷ farmers (“Growers”) nationwide in violation of Section 1 of the Sherman Act and Section 202 of the Packers and Stockyards Act. *See, e.g.*, Consolidated Class Action Compl. (“CCAC”) ¶¶ 166-179, ECF No. 59; *see also* Trans. of Mot. Hearing, Case No. 6:17-cv-00033, Dkt. No. 268 (E.D. Okla.) (Jan. 6, 2020) at 12:12-13:4. Plaintiffs seek to recover damages for themselves and all other similarly situated Growers that raised Broilers for Defendants and their alleged Co-Conspirators.

Tyson has agreed to pay \$21 million as part of its Settlement. Tyson Settlement § 1.y, ECF No. 111-1, Ex. A. Perdue has agreed to pay \$14.75 million. Perdue Settlement § 1.z. ECF No. 133-1, Ex. A. Both Tyson and Perdue have agreed to provide meaningful cooperation to Plaintiffs in their prosecution of this action. Tyson Settlement § 10; Perdue Settlement § 10. And Perdue has agreed to certain restrictions on its ability to enforce, on a going forward basis, arbitration provisions and class action bans against Growers. Perdue Settlement § 10(e). The \$35.75 million

⁵ “Defendants” refers to Tyson; Perdue; Pilgrim’s Pride Corporation (“Pilgrim’s”); Sanderson Farms, Inc., Sanderson Farms, Inc. (Foods Division), Sanderson Farms, Inc. (Processing Division), and Sanderson Farms, Inc. (Production Division) (collectively, “Sanderson”); and, Koch Foods, Inc. and Koch Meat Co., Inc. (doing business as Koch Poultry Co.) (collectively, “Koch”).

⁶ Co-Conspirator” means the alleged co-conspirators referred to in the Complaint, that is: Agri Stats, Inc., Foster Farms, Mountaire Farms, Wayne Farms, George’s, Inc., Peco Foods, Inc., House of Raeford Farms, Simmons Foods, Keystone Foods, Fieldale Farms Corp., O.K. Industries, Case Foods, Marshall Durbin Companies, Amick Farms, Inc., Mar-Jac Poultry, Inc., Harrison Poultry, Inc., Claxton Poultry Farms, and Norman W. Fries, Inc., including each of their past, present, and future, direct and indirect, corporate parents (including holding companies), owners, subsidiaries, related entities, Affiliates, associates, divisions, departments, joint ventures, predecessors, and/or successors. *See* Tyson Settlement Agreement § 1(e); Perdue Settlement Agreement § 1(e).

⁷ “Broilers” excludes specialty chicken that is grown, processed, and sold according to halal, kosher, free range, pasture-raised, or organic standards. Specialty chicken does not include chicken raised without antibiotics, such as No Antibiotics Ever (“NAE”) or Antibiotic Free (“ABF”) standards. “Broilers” as used herein includes NAE and ABF chicken. *See* Tyson Settlement Agreement § 1(d); Perdue Settlement Agreement § 1(d).

collectively recovered from the Tyson and Perdue Settlements will establish a fund, that, after deducting Court-approved attorneys' fees, litigation and claims administration costs and expenses, and incentive awards for the named class representatives (as determined by the Court) (the "Net Settlement Fund") will be distributed to members of the Settlement Class *pro rata*.

The proposed Notice Plan is multi-faceted and exceeds the requirements of Rule 23(c)(2)(B) and (e)(1) that notice be the best practicable under the circumstances.

- *First*, Plaintiffs will disseminate by direct mail a copy of a long-form notice and a Pre-Populated Claim Form to over 92.5% of the Settlement Class. *See* Section IV.A., *infra*.
- *Second*, for those members of the Settlement Class where Plaintiffs possess name and address information, but lack the data necessary to generate a Pre-Populated Claim Form, Plaintiffs will disseminate by direct mail a copy of the long-form notice and an Unpopulated Claim Form. *See* Section IV.A., *infra*.
- *Third*, Plaintiffs will supplement their direct mail notices using publication notice, through both broadly distributed print media and narrowly targeted local print media in the areas occupied by alleged Co-Conspirators and their Growers for whom Plaintiffs are most likely to lack name and address information. *See* Section IV.B., *infra*.
- *Fourth*, notice will be supplemented through press releases, a social media campaign, and targeted digital advertisement placements over the Internet. *See* Section IV.B., *infra*.
- *Fifth*, Plaintiffs will host and publicize a settlement website that will include important case documents, deadlines, and other information, including how and to whom to reach out with questions, and an online portal through which prospective members of the Settlement Class can submit claim forms and other documentation. *See* Section IV.C., *infra*.
- *Sixth*, Plaintiffs will maintain a P.O. Box, email address, and an interactive as well as live operator toll-free telephone number where prospective members of the Settlement Class can make inquiries of the Settlement Administrator. *See* Section IV.C., *infra*.

This proposal ensures broad awareness of the Settlements and ease of access to information through multiple mediums.

As detailed in each Settlement Agreement, Plaintiffs seek certification of a Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3). The Settlement Classes for the Perdue and Tyson Settlements are each defined identically, as follows:

All individuals and entities in the United States and its territories that were compensated for Broiler Grow-Out services by a Defendant or Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or Co-Conspirator, at any time during the period of January 27, 2013 through December

31, 2019 (the “Class Period”).

Perdue Settlement, § 5; Tyson Settlement, § 5.

The Settlement Agreement anticipates the Court appointing a Settlement Administrator to “disseminate the Settlement Class Notice and to administer the payment of settlement funds to the Settlement Class, subject to approval of the Court.” Tyson Settlement § 1.t; Perdue Settlement § 1.u. Plaintiffs propose that Angeion be appointed as Settlement Administrator. Angeion, in consultation with Berger Montague PC and Hausfeld LLP, designed the Notice Plan and is prepared to implement it as well as to oversee claims administration and ultimately distribution of the Net Settlement Fund after conclusion of the claims process.

Angeion is well-suited to be the Settlement Administrator for this case. As one of the leading legal administration firms in the country, its team of executives and notice experts have overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. Weisbrot Decl. ¶ 7. Mr. Weisbrot, who will be overseeing the Notice Plan, has been responsible in whole or in part for the design and implementation of hundreds of court-approved notice plans, and has taught accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements and on claims administration generally. *Id.* ¶ 2. Mr. Weisbrot, an attorney himself, is certified as a professional in digital media sales and co-authored the Digital Media section of a report by Duke Law School’s Bolch Judicial Institute titled *Guidelines and Best Practices – Implementing 2018 Amendments to Rule 23*. *Id.* ¶ 3. Mr. Weisbrot has years of experience and Angeion has received judicial recognition for their work on numerous occasions. *Id.* ¶¶ 4-6; *id.* Ex. A (a comprehensive summary of the judicial recognition Angeion has received). Angeion has regularly been approved as a class action settlement administrator by both federal and state courts throughout the United States. *Id.* ¶ 8.

III. LEGAL STANDARD

Plaintiffs’ proposed Notice Plan satisfies the applicable standards governing class notice set out in Federal Rule of Civil Procedure 23. The standard for the adequacy of the dissemination of a settlement notice in a class action is measured by reasonableness. *See* Fed. R. Civ. P. 23(e). Rule 23(c)(2)(B) governs notice requirements for any class certified under Rule 23(b)(3), requiring the district court to “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. Pl. 23(c)(2)(B); *see also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1976). In this

Circuit, “a district court approving a class action settlement must direct notice in a reasonable manner to all class members who would be bound by a proposed settlement” *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935 (10th Cir. 2005). The form of the notice is left to the discretion of the district court. *Tennille v. W. Union Co.*, 785 F.3d 422, 436 (10th Cir. 2015). Notice will satisfy Rule 23 if it gives Rule 23(b)(3) class members “sufficient information about the specific lawsuit to allow a class member to assess whether to exercise the right either to appear or to opt out.” *Tennille*, 785 F.3d at 437 (quoting 7AA Wright, Miller & Kane, *Federal Practice & Procedure* § 1787, 511-12 (3d ed. 2005)).

A class notice must state in plain, easily understood language, (i) the nature of the action; (ii) the definition of the class that is being certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members. Fed. R. Civ. P. 23(c)(2)(B).

In addition, due process protections afford unnamed class members certain rights. *Tennille*, 785 F.3d at 436; *DeJulius*, 429 F.3d at 943-44 (citing *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950)). “The legal standards for satisfying Rule 23(c)(2)(B) and the constitutional guarantees of procedural due process are coextensive and substantially similar.” *DeJulius*, 429 F.3d at 944; *see also, e.g., Tennille*, 785 F.3d at 436; *In re Samsung Top-load Washing Mach. Mktg., Sales Pracs. & Prod. Liab. Litig.*, No. 17-ML-2792-D, 2020 WL 2616711, at *10 (W.D. Okla. May 22, 2020), *aff’d sub nom.* 997 F.3d 1077 (10th Cir. 2021); *In re Crocs, Inc. Sec. Litig.*, 306 F.R.D. 672, 693 (D. Colo. 2014). Notice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *DeJulius*, 429 F.3d at 944; *In re Crocs*, 306 F.R.D. at 693. However, neither Rule 23 nor due process “require *actual* notice to each party intended to be bound by the adjudication of a representative action.” *DeJulius*, 429 F.3d at 944; *Samsung*, 2020 WL 2616711, at *10. For due process purposes, much like for Rule 23 purposes, Tenth Circuit precedent “focuses upon whether the district court gave the best notice practicable under the circumstances including individual notice to all members who can be identified through reasonable effort.” *DeJulius*, 429 F.3d at 944 (internal quotation omitted); *Samsung*, 2020 WL 2616711 at *10 (quotation omitted).

As to the methods of distributing settlement funds, “[n]otice provided to the class is adequate where it sets forth the formula for distributing the settlement fund among the class members.” *In re Sprint Corp. ERISA Litig.*, 443 F. Supp. 2d 1249, 1262 (D. Kan. 2006). It is unnecessary to specifically provide the amount that each individual class member may expect to recover (and it is not at all unusual for class members not to know the amounts they will be receiving until after final approval), but notice should explain the procedures for allocating and distributing the settlement funds. *Sprint*, 443 F. Supp. 2d at 1262 (citing *Nat’l Treasury Emps. Union v. United States*, 54 Fed. Cl. 791, 806 (2002)). Further, “as a general rule, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.” *O’Dowd v. Anthem, Inc.*, No. 14-cv-02787, 2019 WL 4279123, at *15 (D. Colo. Sept. 9, 2019) (approving *pro rata* plan of allocation).

IV. THE PROPOSED NOTICE PLAN EASILY SATISFIES RULE 23 AND DUE PROCESS

The proposed Notice Plan is the best notice practicable under the circumstances and fully comports with Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution. The Notice Plan contemplates using a combination of:

- Direct notice to an estimated 93.5%⁸ of members of the Settlement Class;
- A strategic print publication schedule;
- Programmatic display advertising;
- Social media advertising;
- A press release; and
- A settlement website, a toll-free telephone line, a P.O. Box, and an email address to receive and address questions from Settlement Class members.

See generally Weisbrot Decl. ¶¶ 9-26 (summary of Notice Plan); *id.* Exs. B-E.

The proposed Notice Plan is similar to other court-approved programs. *See, e.g., Tennille*, 785 F.3d at 436-37 (notice provided instructions on how to obtain more information, directions to access a settlement website containing settlement documents, and instructions on how to contact class counsel). The Notice Plan and corresponding notices and claim forms comply with all legal

⁸ 92.5% of those Settlement Class members will receive a Pre-Populated Claim Form, which is described in detail below in Section IV.E.1.

requirements and fully comport with Federal Rule of Civil Procedure 23 and the Due Process Clause of the Constitution. *See* Weisbrot Decl. ¶ 9.

A. The Notice Plan’s Direct Notice Component is Robust

The Notice Plan contemplates direct notice to all members of the Settlement Class for whom Defendants or alleged Co-Conspirators provided mailing addresses. Weisbrot Decl. ¶ 9. Direct notice will be sent via mail and will include the long-form notice and either a Pre-Populated or Unpopulated Claim Form (both described below and attached as exhibits to the Weisbrot Declaration) to all reasonably identifiable members of the Settlement Class via direct mail, which is estimated to reach approximately 93.5% of Settlement Class members by direct mail alone. *Id.* ¶ 9. This readily satisfies Rule 23 and due process. *DeJulius*, 429 F.3d at 945-46. For all members of the Settlement Class for whom Plaintiffs possess sufficient structured data, a Pre-Populated Claim Form will be included in that mailing. Weisbrot Decl. ¶ 11. Currently, Plaintiffs estimate that they have sufficient structured data to mail Pre-Populated Claims Forms to 92.5% of Settlement Class members. *Id.* ¶ 11 n.3. Settlement Class members for whom a viable address is available but there is not sufficient structured data to pre-populate a claim form will be directly mailed an Unpopulated Claim Form. *Id.* ¶ 11. Those Settlement Class members will be able to complete and submit an Unpopulated Claim Form by either providing documentation to support their claimed Grower compensation over the Class Period or by responding to a simple series of questions, with either approach being sufficient for the Settlement Administrator to determine their *pro rata* share.⁹ *Id.*

Angeion will confirm mailing address information for Settlement Class members via the National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the United States Postal Service (“USPS”). Weisbrot Decl. ¶ 12. Notices that are returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided and the class member database will be updated accordingly. *Id.* ¶ 13. If notices are returned to Angeion by the USPS without a forwarding address, Angeion will run an address verification search (known as “skip tracing”) using a wide variety of data sources, including, *inter alia*, public records, real estate records, electronic directory assistance listings, to locate a current address. *Id.* ¶ 14.

⁹ This estimate will be based on available industry data from Agri Stats, Inc. Weisbrot Decl. Ex. F.

B. The Notice Plan's Media Notice Components Include Broadly Directed Notice Mechanisms as Well as Narrowly Targeted Mechanisms

In addition to direct notice, the Notice Plan outlines an extensive campaign for media notice to the Settlement Class. Weisbrot Decl. ¶ 9. The Media Notice has five distinct notice components: (i) the Settlement Administrator will utilize programmatic display advertising to place advertisements on websites Settlement Class members are most likely to visit; (ii) the Settlement Administrator will place 1/8-page advertisements in publications located around chicken processing complexes in locations where it is less likely that members of the Settlement Class will be reachable by direct mail; (iii) the Settlement Administrator will also cause notice to be published in the Poultry Times, a leading industry publication; (iv) the Settlement Administrator will engage in a social media campaign over Facebook, which will engage with Settlement Class members via news feed and story units, image ads, and right column ads; and (v) a press release which will be distributed over the National & Agriculture circuit in PR Newswire to garner “earned media” as other media outlets and publications pick up and report the story. *Id.* ¶¶ 16-23. These mechanisms will assist in reaching the approximately 6.5% of Settlement Class members who may not receive direct notice. Each component is discussed in more detail below.

1. Programmatic Display Advertising

Angeion will use a form of internet advertising known as Programmatic Display Advertising, the leading method of buying digital advertisements in the country. Weisbrot Decl. ¶ 16. Programmatic Display Advertising uses an algorithm to identify demographic profiles to place advertisements on specific, targeted websites where members of the audience are most likely to visit. *Id.*

2. Advertisements in Print Publications

The Notice Plan includes a strategically geo-targeted publication notice campaign. Angeion will publish a 1/8-page advertisement one time in each of the following publications, which target locations where it is least likely members of the Settlement Class will be reachable by direct mail notice: the Savannah Morning News and Claxton Enterprise for Claxton, Georgia; the Atlanta Journal Constitution and Barrow News-Journal for Bethlehem, Georgia; the Goldsboro News Argus for Dudley, North Carolina; the Morganton News Herald for Morgantown, North Carolina; the Wooster Daily Record for Winesburg, Ohio; and the Canton Repository for Canton, Ohio. Weisbrot Decl. ¶ 17. Each of these publications will inform Settlement Class members how to

obtain information about the Settlements, copies of the long-form and summary notices, a claim form, and how to find and review the website to find other important information. *Id.*

3. Publication in the Poultry Times

Further to the geo-targeted publications, Angeion will also publish notice in the Poultry Times, a leading industry publication that is published twice a month. Weisbrot Decl. ¶ 18. Angeion will publish a 1/2-page advertisement one time that will reach the paid circulation of over 13,000 targeted readers of the Poultry Times. *Id.* This readership consists of approximately 65% of Growers, Integrators, and hatcheries. *Id.*

4. Social Media Campaign

The Notice Plan will also include a social media campaign utilizing Facebook, one of the leading social media platforms in North America. Weisbrot Decl. ¶ 19-22. The social media campaign will engage with Settlement Class members through a mix of news feed and story units to optimize the performance of Facebook whether they are using a desktop site, mobile site, or mobile application, and specific tactics will be implemented to ensure visibility of the social media campaign with Settlement Class members. *Id.* ¶¶ 20-21. The advertisements on Facebook will also attempt to geo-target to account for the geographics of the Settlement Class. *Id.* ¶ 21.

5. Press Release

Finally, Angeion will organize a press release to be distributed over the National & Agriculture circuit on PR Newswire to further diffuse news of the litigation. Weisbrot Decl. ¶ 23. This will allow additional coverage and dissemination to Settlement Class members as other media outlets report on the story from the Press Release. *Id.*

C. Angeion Will Establish a Settlement Website, P.O. Box, Email Address, and Toll-Free Number to Assist Settlement Class Members

The Notice Plan includes a case-specific website (BroilerGrowersAntitrustSettlement.com) where members of the Settlement Class can easily view general information about the Settlements, review relevant documents, view important dates and deadlines, and reach out via the “Contact Us” page if they have questions. Weisbrot Decl. ¶ 24. On the Settlement website, Settlement Class members will have the ability to upload claims forms and supporting documentation where necessary. *Id.* ¶ 25. The Settlement website will also provide access to an Unpopulated Claim Form and will prominently display important deadline information. *Id.* ¶¶ 24-25.

Angeion will also implement a toll-free hotline to further apprise Settlement Class members

of their rights and options under the Settlements. This hotline includes an automated interactive voice recording, available 24 hours a day, seven days a week, that will provide class members with Settlement-related information and the ability to request and receive the notices and the Settlement claim form by mail. Weisbrot Decl. ¶ 26. It will also have a live operator during regular business hours. Lastly, Angeion will establish a P.O. Box and email address to receive and process submissions by Settlement Class members. *Id.*

D. The Notices and Claim Forms Satisfy Rule 23 and Due Process

The notices and claim forms are consistent with the Federal Rules of Civil Procedure and due process. Although some non-material modifications may be necessary to accommodate case events (*e.g.*, changing deadlines or personnel or converting and conforming exhibits to electronic or digital formats), the final products will be substantially similar to the materials attached to the Weisbrot Declaration at Exhibits B-E.

The long-form notice will be mailed to every Settlement Class member for whom the Settlement Administrator has contact information, and it will also be posted on the Settlement website. Weisbrot Decl. ¶ 11. The long-form notice provides details regarding the nature of the action; the makeup of the Settlement Class; general descriptions of the claims asserted by Plaintiffs and the defenses raised by Tyson and Perdue; the monetary relief afforded by the Settlement Agreements; the right of class members to obtain counsel, object to the Settlements, or opt out of the Settlements; and the binding effect of the Settlements on Settlement Class members. *See generally id.* Ex. B. The long-form Notice also provides, *inter alia*, details on when claims and objections are due, the procedures and timing for objecting or opting out, how and where to seek additional information, and how to submit a claim. *See Tennille*, 785 F.3d at 436-37 (notice was adequate when it generally informed class members that if they did not opt out they would give up their right to sue defendant for the claims the lawsuit resolved); *Chieftain Royalty Co. v. XTO Energy Inc.*, No. 11-cv-29, 2018 WL 501656, at *3 (E.D. Okla. Jan. 18, 2018) (court approved notice that, *inter alia*, described the terms and effect of the settlement, notified the class of important deadlines, and described the procedure for objecting and opting out); *Samsung*, 2020 WL 2616711, at *10 (notice approved that, *inter alia*, explained the nature of the action, the definition of the class certified, identified the claims, explained that the court will exclude from the class any member who so requests, and provided important deadlines). *See Weisbrot Decl.* Ex. B.

The short-form notice was based on the long-form notice to create summary forms of notice

for publication. The short-form notice provides, among other things, a summary of what the lawsuit is about, who is affected, the relief afforded by the Settlements, the deadline for exclusions and objections, and how and where to obtain more information. Weisbrot Decl. Ex. C.

E. The Claims Process Allows for As Many Settlement Class Members as Possible to Receive Settlement Proceeds, as Easily as Possible

The Notice Program is designed to direct claimants on how to efficiently file their claims. There are two versions of the Claim Form—a Pre-Populated Claim Form and an Unpopulated Claim Form. The Claim Forms are designed to ensure that filing a claim is as simple as possible, and will be sent to any individual or entity that requests one (though a Pre-Populated Claim Form can only be provided to individuals or entities for which Plaintiffs have received structured data from Defendants or their alleged Co-Conspirators).

1. Pre-Populated Claim Form

The Pre-Populated Claim Form—whether simply disregarded because a Settlement Class member agrees with the information therein or corrected or supplemented via the Settlement website or in hard copy—is designed to ensure that participating in the Settlements is as simple as possible.

The Pre-Populated Claim Form will contain information from payment records maintained by the Defendants and alleged Co-Conspirators and directs Settlement Class members to review and, if necessary, submit the claim form. Weisbrot Decl., Ex. D. The first portion of the Pre-Populated Claim Form directs Settlement Class members to review the compensation information provided by Defendants and alleged Co-Conspirators, and if the information is correct, they do not need to do anything further: their *pro rata* award will be based on the compensation information provided. This ensures the vast majority of Settlement Class members will receive a distribution from the Settlement Funds even if they do nothing. If, however, a Settlement Class member perceives inconsistencies or errors in the records of compensation information provided by Defendants and their alleged Co-Conspirators, they are directed to correct or supplement their compensation information with supporting documentation by the applicable deadlines.

2. Unpopulated Claim Form

The Unpopulated Claim Form is similarly designed to ensure that filing a claim is as simple as possible. Weisbrot Decl. Ex. E. The Unpopulated Claim Form will be sent to members of the Settlement Class where Plaintiffs have viable address information but lack sufficient structured data

from Defendants and alleged Co-Conspirators to pre-populate a claim form. *Id.* ¶ 11. It will also be available on the Settlement website, where prospective Settlement Class members that receive any of the various forms of publication and media notice will be directed. *Id.* ¶¶ 11, 24-25. Settlement Class members have two options. First, they can answer a series of simple questions on the Unpopulated Claim Form that will enable the Settlement Administrator to estimate their *pro rata* share based on available industry data from Agri Stats, Inc.¹⁰ *Id.* ¶ 11. Alternatively, Settlement Class members who complete and submit an Unpopulated Claim Form have the option to submit their own documentation to substantiate their *pro rata* share of the Net Settlement Fund. *Id.*

F. The Notice Plan Explains the Objections and Opt-Out Process

Any member of the Settlement Class may object to one or both Settlements or decide to exclude themselves (“opt out”) from one or both Settlements. The long-form notice explains these legal rights to Settlement Class members, Weisbrot Decl. Ex. B, and both the long- and short-form notice provide the deadlines for taking such action, *id.* Ex. B-C. The deadline for either objecting or opting-out from the Settlement will be established by the Court and Plaintiffs have proposed deadlines (after consultation with Tyson and Perdue) in the accompanying proposed Order.

1. Objecting to One or Both Settlements

A member of the Settlement Class who wishes to object to any aspect of either Settlement Agreements must file a document with the Court by the established Court deadline saying that they object to the Settlements in *In re Broiler Chicken Grower Antitrust Litigation (No. II)*, No. 6:20-md-02977-RJS-CMR. The long form notice explains that a valid objection must include:

- The objector’s full name, address, and telephone number;
- A statement saying that the objector objects to the Settlements, the proposed plan of allocation, the request for fees, expenses and service awards, or another component in *In re Broiler Chicken Grower Antitrust Litigation (No. II)*, No. 6:20-md-02977-RJS-CMR;
- Whether the objector plans to appear at the Fairness Hearing;
- Proof of membership in the Settlement Class, including any documentation evidencing the objector was compensated for Broiler Grow-Out Services by a Defendant or alleged Co-

¹⁰ These questions will include primarily (1) the Defendant(s) and/or alleged Co-Conspirator(s) for which Broiler Grow-Out Services were performed; (2) the years Broiler Grow-Out Services were performed; (3) the number of farms the Settlement Class member operated; and (4) for any partial years the Settlement Class member provided Broiler Grow-Out Services, the number of flocks raised during that partial year. Cramer Decl. ¶ 18 n.18, ECF No. 133-1.

Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or alleged Co-Conspirator, during the Class Period;

- The specific reasons supporting the objection, along with any supporting materials or documents that the objector wants the Court to consider;
- Whether the objector is objecting to the Perdue Settlement, the Tyson Settlement, or both;
- The identity of the objector's legal counsel, if any; and
- The objector's signature.

See Weisbrot Decl. Ex. B.

2. Opting Out of One or Both Settlements

Any member of Settlement Class may also opt-out of one or both Settlements. To do so, a claimant must submit a written request by mail. A valid opt-out must include:

- The name of the class member wishing to opt out;
- Their current address;
- A statement that the opt out is a Settlement Class member and was compensated for Broiler Grow-Out Services by a Defendant or alleged Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or alleged Co-Conspirator during the Class Period, along with documentation showing membership in the Settlement Class;
- an express statement that they wish to be excluded from either (a) the Tyson Settlement, (b) the Perdue Settlement, or (c) both Settlements in *In re Broiler Chicken Grower Antitrust Litigation No. (II)*, No. 6:20-md-02977-RJS-CMR; and
- The Grower's signature.

See Weisbrot Decl. Ex. B.

V. CONCLUSION

Plaintiffs respectfully request that the Court approve the Notice Program.

Dated: August 19, 2021

Respectfully submitted,

/s/ Gary I. Smith, Jr.

Gary I. Smith, Jr.*

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***Additional Class Counsel for Plaintiffs and
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* admitted *pro hac vice*

CERTIFICATE OF SERVICE

I hereby certify that on August 19, 2021, I electronically transmitted a true and correct copy of the foregoing document to the Clerk of Court for filing using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Gary I. Smith, Jr. _____
Gary I. Smith, Jr.

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

IN RE: BROILER CHICKEN GROWER
ANTITRUST LITIGATION (NO. II)

Case No. 6:20-MD-02977-RJS-CMR

Honorable Chief Judge Robert J. Shelby

Honorable Cecilia M. Romero

**DECLARATION OF STEVEN WEISBROT ON ANGEION GROUP
QUALIFICATIONS & PROPOSED NOTICE PLAN**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.
3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and*

Best Practices—Implementing 2018 Amendments to Rule 23 and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

4. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

5. My notice work comprises a wide range of class actions that include antitrust, product defect, data breach, mass disasters, false advertising, employment discrimination, tobacco, banking, firearm, insurance, and bankruptcy cases.

6. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as Exhibit A.

7. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

8. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of settlement and claims processing services.

SUMMARY OF THE NOTICE PROGRAM

9. The proposed Notice Program is the best notice that is practicable under the circumstances and fully comports with due process and Federal Rule of Civil Procedure 23. It provides individual direct notice to all reasonably identifiable members of the Settlement Class via direct mail, presently estimated to be approximately 93.5% of the Settlement Class,

combined with a strategic print publication schedule, programmatic display advertising, social media advertising, a press release, and the implementation of a dedicated website and a toll-free telephone line where members of the Settlement Class can learn more about their rights and options pursuant to the terms of the Settlement.¹

CLASS DEFINITION

10. The “Settlement Class” both the Tyson and Perdue Settlements have been defined identically: All individuals and entities in the United States and its territories that were compensated for Broiler Grow-Out Services by a Defendant or Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or Co-Conspirator, at any time during the period of January 27, 2013, through December 31, 2019 (the “Class Period”).

DIRECT NOTICE

11. The direct notice effort in this matter will consist of sending individual long form notice to all members of the Settlement Class for which Plaintiffs have sufficient address information, as outlined above in paragraph 9. For all members of the Settlement Class that Plaintiffs possess sufficient structured data for (approximately 92.5%² of the Settlement Class), a pre-populated claim form will be included in that mailing. For those members of the Settlement Class where Plaintiffs have viable address information but lack sufficient structured data to pre-populate a claim form, class members will be able to answer a series of simple questions on an unpopulated claim form that will enable Settlement Class Counsel to estimate their pro rata share based on available industry data from certain coconspirators, including data available from Agri Stats, Inc. or, alternatively, to submit their own documentation to substantiate their pro rata share. In administering the Notice Program in this action, Angeion will employ the following best practices to increase the deliverability rate of the mailed notices.

¹ Although there are two Settlement Classes, because they are identically defined and notice will be disseminated to same members of those Settlement Classes in the same manner, I refer to the “Settlement Class” throughout.

² 92.5% of those Settlement Class members will receive a Pre-Populated Claim Form.

12. Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

13. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

14. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

15. For any member of the Settlement Class where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

MEDIA NOTICE

16. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States. It has been reported that U.S. advertisers spent nearly \$65.74 billion on programmatic display advertising in 2020 and it is estimated that almost 86.5%, or \$81.58 billion, of all U.S. digital display ad dollars will transact programmatically in 2021.³ In laymen’s terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets).

³ <https://www.emarketer.com/content/us-programmatic-digital-display-advertising-outlook-2021>

17. In addition to the notice efforts described above, the Notice Program also includes a media strategy designed to reach members of the Settlement Class via a strategically geo-targeted publication notice campaign. A 1/8-page advertisement will be run one time in each of the publications listed below. Where necessary, suitable substitute publications may be utilized. These local publications are centered around complexes where it is least likely members of the Settlement Class will be reachable by direct mail notice and will inform Settlement Class members how they can obtain information about the Settlement, including the long form notice, the summary notice, a claim form, and other important case documents and information.

PUBLICATION	LOCATION	PUBLISH DAY(S)	CIRCULATION
Savannah Morning News	Claxton, Georgia 30417	Mon-Sun	14,855 Daily 16,196 Sun
The Claxton Enterprise		Weds	3,800
Atlanta Journal Constitution	Bethlehem, Georgia 30620	Mon-Sun	79,753 Daily 150,455 Sun
Barrow News-Journal		Weds	5,000
Goldsboro News Argus	Dudley, NC 28333	Tues-Sat	15,000
Morganton News Herald	Morgantown, NC 28655	Sun-Fri	6,993
Wooster Daily Record	Winesburg, OH 44690	Mon-Sun	10,657
Canton Repository	Canton, OH 44705	Mon-Sun	24,382 Daily 30,760 Sun

18. In addition, notice will be published in a leading industry publication. Poultry Times is our recommended industry publication for this matter. Poultry Times is published 26 times per year, twice per month, with an additional two special issues. A 1/2-page advertisement will run one time to the paid circulation of over 13,000 targeted readers, of which approximately 65% are

Growers, Integrators, and hatcheries. Where necessary, suitable substitute publications may be utilized.

19. The Notice Program also includes a social media campaign utilizing Facebook⁴ which is a leading social media platform in North America. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media platform.

20. The social media campaign will engage with the audience via a mix of news feed and story units to optimize performance via the Facebook desktop site, mobile site and mobile app. Facebook image ads will appear natively in desktop newsfeeds (on Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads.

21. Additionally, specific tactics will be implemented to further qualify and deliver impressions to the Settlement Class. We will use Facebook Marketing platform and its technology to serve ads on Facebook against the Audience. *Look-a-like modeling* allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in relevant placements to further alert prospective members of the Settlement Class. The social media ads will further be geo-targeted with a weighted delivery to account for the geographics of the Audience if this information is available.

22. The social media campaign will coincide with the programmatic display advertising portion of the Notice Program. These tactics are designed to deliver approximately 1,876,000 total impressions.

⁴ In 2020, Facebook had an approximate 223 million users in the United States (<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>).

PRESS RELEASE

23. Angeion will cause a press release to be distributed over the National & Agriculture circuit on PR Newswire to further diffuse news of the Settlements. This distribution will help garner “earned media” (*i.e.*, other media outlets and/or publications will report the story) separate and apart to supplement the direct notice efforts outlined herein which will lead to increased awareness and participation amongst members of the Settlement Class.

RESPONSE MECHANISMS

24. The Notice Program will also implement the creation of a case-specific website, where members of the Settlement Class can easily view general information about this class action Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website will be designed to be user-friendly and make it easy for Settlement Class members to find information about the case. The website will also have a “Contact Us” page whereby Settlement Class members can send an email with any additional questions to a dedicated email address. Settlement Class members can download a copy of the long form notice from the website as well as other documents, including a claim form.

25. Likewise, Settlement Class members will have the ability to view the website and upload supporting documentation if the Settlement Class member disagrees with the figures in their pre-populated claim form, or to submit documentation or provide other information sufficient to complete an unpopulated claim form (if sufficient structured data is unavailable to generate a pre-populated claim form). Settlement Class members will also be able to access an unpopulated claim form which can be filled in and submitted online or printed out and mailed in, according to their preference.

26. A toll-free hotline devoted to this case will be implemented to further apprise members of the Settlement Class of the rights and options in the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Settlement Class

members will also have the ability to request notices and the Settlement claim form by mail, as well as an option to speak with a live operator during normal business hours.

PLAIN LANGUAGE NOTICE DESIGN

27. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and by presenting the information in plain language, understood by members of the Settlement Class. The design of the notices follows the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. The notice forms contain plain-language summaries of key information about the rights and options of members of the Settlement Class pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

28. Angeion Group maintains a strong commitment to adhering to this requirement, drawing on its experience and expertise to craft notices that effectively convey the necessary information to members of the Settlement Class in plain language.

29. In addition to Exhibit A, I have attached to my declaration a copy of the long-form notice (Exhibit B); the summary notice (Exhibit C); a Pre-Populated Claim Form (Exhibit D); an Unpopulated Claim Form (Exhibit E), as well as Settlement Class Counsel’s proposed estimation methodology for members of the Settlement Class that cannot be provided a Pre-Populated Claim Form and elect not to submit their own documentation to support their claim (Exhibit F). All these documents will be available on the Settlement Website.

CONCLUSION

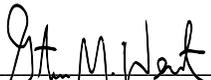
30. The Notice Program outlined above includes direct notice to all reasonably identifiable Settlement Class members via mail, coupled with a strategic print publication campaign, programmatic display advertising, social media advertising, a press release, and the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class members of their rights and options pursuant to the terms of the Settlement.

31. In my opinion, the Notice Plan will provide full and proper notice to Settlement Class members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that

Notice Program is the best notice that is practicable under the circumstances and fully comports with due process and Federal Rule of Civil Procedure 23. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation.

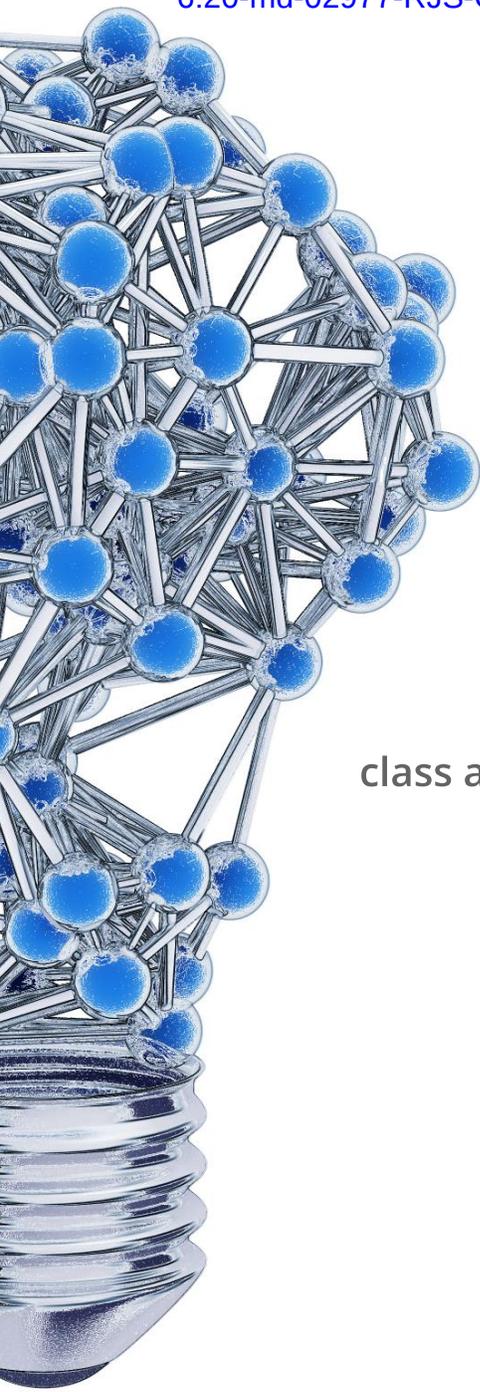
I hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: August 19, 2021



STEVEN WEISBROT

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

JUDICIAL RECOGNITION



BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of

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the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.



CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total

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Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United



States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including



individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

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IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby

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products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

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IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.



ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process...

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].



FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court

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finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

Exhibit B

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

NOTICE OF CLASS ACTION SETTLEMENT

**If You Were Paid to Provide Broiler Grow-Out Services
At Any Time Between January 27, 2013 and December 31,
2019, Two Class Action Settlements Totaling
\$35,750,000 May Affect Your Legal Rights.**

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

- A class action lawsuit has been filed against companies that contract with broiler chicken growers to provide Broiler¹ Grow-Out Services,² alleging that Defendants³ and certain other companies (known as Alleged Co-Conspirators)⁴ unlawfully conspired to artificially reduce the amount the Defendants and Co-Conspirators paid to broiler chicken growers for Broiler Grow-Out Services in violation of the federal antitrust laws and the Packers and Stockyards Act (“PSA”). Broiler Grow-Out Services refers to arrangements in which broiler chicken growers grow young chickens until the birds reach slaughtering age, under contract with companies that supply the young birds, commonly referred to as “Integrators.”
- Defendants Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (together “Tyson”) have agreed to pay \$21 million into a Settlement Fund to settle the class action antitrust and PSA claims against them and to provide certain cooperation to Plaintiffs in this litigation as it continues against the remaining Defendants (the “Tyson Settlement”). Tyson denies that it did anything wrong and has asserted defenses to the claims against it.
- Defendant Perdue Foods, LLC, (“Perdue”) has agreed to pay \$14.75 million into a Settlement Fund to settle the class action antitrust and PSA claims against them and to provide certain cooperation to Plaintiffs in this litigation against the remaining Defendants (the “Perdue Settlement” and together with the Tyson Settlement, the “Settlements”). In addition, Perdue

¹ “Broilers” excludes specialty chicken that is grown, processed, and sold according to halal, kosher, free range, pasture-raised, or organic standards. Specialty chicken does not include chicken raised without antibiotics, such as No Antibiotics Ever (“NAE”) or Antibiotic Free (“ABF”) standards. “Broilers” as used herein includes NAE and ABF chicken. *See* Settlement Agreements § 1(d).

² “Broiler Grow-Out Services” means Broiler chicken growing services.

³ Defendants are Tyson Foods, Inc.; Tyson Chicken Inc.; Tyson Breeders, Inc.; Tyson Poultry, Inc.; Pilgrim’s Pride Corporation; Perdue Foods, LLC; Koch Foods, Inc.; Koch Meat Co. Inc. d/b/a Koch Poultry Co.; Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division).

⁴ Alleged Co-Conspirators for purposes of the Settlements are Foster Farms, Mountaire Farms, Wayne Farms, George’s, Inc., Peco Foods, Inc., House of Raeford Farms, Simmons Foods, Keystone Foods, Fieldale Farms Corp., O.K. Industries, Case Foods, Marshall Durbin Companies, Amick Farms, Inc., Mar-Jac Poultry, Inc., Harrison Poultry, Inc., Claxton Poultry Farms, Norman W. Fries, Inc., and Agri Stats, Inc.

**UNITED STATES DISTRICT COURT FOR THE
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has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers. Perdue Settlement § 10(e). Perdue denies that it did anything wrong and has asserted defenses to the claims against it.

- The Settlement Classes for both the Tyson Settlement and the Perdue Settlement (together, the “Settlement Classes”) are defined the same. Each Settlement Class is defined as all individuals and entities in the United States and its territories that were paid to provide Broiler Grow-Out Services by any Defendant or any Alleged Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or Alleged Co-Conspirator, at any time between January 27, 2013, through December 31, 2019 (the “Class Period”).
- The Court in charge of the lawsuit will decide whether to finally approve the Settlements. If approved by the Court, the Settlements will resolve all of the Settlement Class members’ claims against Tyson and Perdue and release Tyson and Perdue from all liability for the claims alleged against them in the lawsuit, including related claims or claims referred to in the lawsuit. All the claims against the non-settling Defendants in the lawsuit will continue.

Please read this notice carefully. Your rights and options—and the deadlines to exercise them—are explained in this Notice.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
RECEIVE AN AUTOMATIC PAYMENT	<p>If you received this Notice of Class Action Settlement with a Pre-Populated Claim Form that contains information about the amount you were paid by Defendants and/or Alleged Co-Conspirators for Broiler Grow-Out Services during the Class Period (“pre-populated payment information”), <u>you will receive a payment from the Settlement Fund automatically and you do not need to submit the attached Claim Form or do anything else to receive a Settlement payment.</u></p> <p>If you disagree with the pre-populated payment information in the Pre-Populated Claim Form and wish to challenge or correct it, you have the right submit a Claim Form with corrected information by [date]. For more information, see Question 9.</p> <p><u>If you do not submit an updated Claim Form with corrected information by [date], that the pre-populated payment will be deemed accepted and you will be compensated based on that information.</u></p> <p>By receiving a payment, you give up the right to sue Tyson and Perdue in a separate lawsuit related to the legal claims these Settlements resolve. Please see Question 16, which describes the release of claims in this action.</p>	[Deadline] (to dispute Pre-Populated payment information)
SUBMIT A CLAIM	<p>If you are a Settlement Class member and received an Unpopulated Claim Form without pre-populated payment information, you must complete and submit an Unpopulated Claim Form and either (a) include supporting documentation</p>	[DEADLINE]

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	<p>concerning the amount you were paid for Broiler Grow-Out Services by Defendants and Alleged Co-Conspirators, or (b) answer a series of questions on the Unpopulated Claim Form, by which a reasonable estimate of the amount you were paid can be determined, by [date] if you wish to receive a payment from the Settlement Fund. For more information, see Question 9.</p> <p>If you are a Settlement Class member and received an Unpopulated Claim Form, you will give up the right to sue Tyson and Perdue in separate lawsuits about the legal claims these Settlements resolve regardless of whether you complete the Unpopulated Claim Form and submit it, unless you exclude yourself from the Settlements.</p> <p>If you are a Settlement Class Member and received an Unpopulated Claim form and did not receive a Pre-Populated Claim Form with pre-populated payment information, completing and submitting the Unpopulated Claim Form is the only way to receive a payment from the Settlements. Please see Question 16, which describes the release of claims in this action.</p>	
EXCLUDE YOURSELF	<p>You may submit a written request to exclude yourself from the Tyson Settlement, the Perdue Settlement, and/ or both Settlements. If you do so, you will not participate in the Settlements or get any monetary compensation from the Settlement Funds. You will keep any rights you currently have to separately sue Tyson and/ or Perdue related to the legal claims these Settlements resolve, but you must retain your own lawyer at your own expense if you wish to have legal representation to do so, Settlement Class Counsel (defined infra) represent the Settlement Classes but do not represent excluded parties. For more information, see Question 17.</p>	[DEADLINE]
OBJECT AND/OR ATTEND A HEARING	<p>If you do not exclude yourself from the Settlements, you still have the right to file a written objection to the Tyson Settlement, the Perdue Settlement, and/ or both Settlements or anything else referenced in this Notice, to attend the Final Approval Hearing, and to request to be heard at the Final Approval Hearing. You may also retain a lawyer at your own expense to assist you in doing so, although it is not necessary to hire a lawyer in order to object or attend the hearing. See Question 14. Because of the ongoing coronavirus pandemic, the hearing may occur virtually or in person at the United States District Court for the Eastern District of Oklahoma, located at 101 N 5th St, Muskogee, OK 74401. Please monitor the Settlement Website at [url] for updates on the Final Approval Hearing date and location. For more information, see Question 18, 21-23.</p>	[DEADLINE]

Please note, all information you provide in connection with receiving an automatic payment or submitting a claim form in this action will be maintained strictly confidentially and will not be

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA

made available publicly or to any Defendant or Alleged Co-conspirator. Only Settlement Class Counsel, the Court, and the Settlement Administrator will have access to any information you provide, including Your identity, in connection with receiving an automatic payment or submitting a claim form in this action. The only way your identity will become public is if you exclude yourself from the Settlements or file an objection to the Settlements.

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BASIC INFORMATION

1. Why did I receive a Notice?

A federal court directed this notice because it has preliminarily approved the proposed class action Settlements with Tyson and Perdue. You have the right to know about the Settlements, your rights, and your options before the Court decides whether to grant final approval to the Settlements.

The Honorable Chief Judge Robert J. Shelby is overseeing this lawsuit, which is called In Re Broiler Chicken Grower Antitrust Litigation (No. II), No. 6:20-md-02977-RJS-CMR (the “Action”), in the United States District Court for the Eastern District of Oklahoma (the “Court”).

You received this Notice because you may be a member of the Settlement Class. To find out if you are a member of the Settlement Class, see Question 5 below.

The people who sued are called the Plaintiffs. The companies they sued are called Defendants. The Defendants are Tyson; Perdue; Pilgrim’s Pride Corporation (“Pilgrim’s Pride”); Koch Foods, Inc.; Koch Meat Co. Inc. d/b/a Koch Poultry Co. (together, “Koch”); Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together, “Sanderson”), including each of their past, present, and future, direct and indirect, corporate parents (including holding companies), owners, subsidiaries, related entities,

Affiliates, associates, divisions, departments, joint ventures, predecessors, and/or successors. As note herein, Tyson and Perdue are the Defendants that have agreed to settle with Plaintiffs.

“Alleged Co-Conspirator” means a person or entity that Plaintiffs alleged participated in the conspiracy but are not named as Defendants in this Action. They are: Agri Stats, Inc., Foster Farms, Mountaire Farms, Wayne Farms, George’s, Inc., Peco Foods, Inc., House of Raeford Farms, Simmons Foods, Keystone Foods Fieldale Farms Corp., O.K. Industries, Case Foods, Marshall Durbin Companies, Amick Farms, Inc., Mar-Jac Poultry, Inc., Harrison Poultry, Inc., Claxton Poultry Farms, and Norman W. Fries, Inc., including each of their past, present, and future, direct and indirect, corporate parents (including holding companies), owners, subsidiaries, related entities, Affiliates, associates, divisions, departments, joint ventures, predecessors, and/or successors.

2. What is this lawsuit about?

Plaintiffs in this Action are broiler chicken growers who provided Broiler Grow-Out Services. They grow young chickens bred for meat under contract with Integrators. The Plaintiffs represent a group of broiler chicken growers who have similar claims against the Defendants. For purposes of these Settlements, this group is referred to as the Settlement Classes (*see* Questions 3 and 5 for more information about the Settlement Classes and whether you are part of them).

This lawsuit alleges, among other things, that Defendants entered into a conspiracy that violated federal antitrust law and the PSA by agreeing with one another and the Alleged Co-Conspirators to reduce the prices paid to broiler chicken growers, causing the growers to be underpaid for Broiler Grow-Out Services.

All Defendants deny Plaintiffs’ antitrust and PSA claims and have asserted defenses to those claims. However, Plaintiffs have reached a Settlement with Tyson for a total of \$21,000,000 and with Perdue for a total of \$14,750,000 (for a total of \$35,750,000) plus cooperation in the prosecution of Plaintiffs’ claims against the non-settling Defendants. In addition, Perdue has agreed to certain restrictions on its ability to enforce arbitration provisions against Growers. *See* Perdue Settlement § 10(e). Tyson and Perdue both deny any wrongdoing.

The Tyson and Perdue Settlements do not impact the claims against Pilgrim’s Pride, Sanderson, and Koch; this lawsuit continues against them. If the Plaintiffs reach Settlements with the other Defendants or the Plaintiffs receive a favorable money judgment against the other Defendants at trial, you will receive additional notice of those Settlements and/or that judgment.

It is possible, however, that the remaining Defendants will prevail against the Plaintiffs and there will be no further money to distribute to the Settlement Class members. There is no guarantee about the outcome of this Action.

Important information about the action and these Settlements will be posted on the website, [insert URL], as it becomes available. Please check the website regularly to be kept informed about any future developments or important new case documents.

3. What is a class action?

In a class action, the Plaintiffs act as “class representatives” and sue on behalf of themselves and other people or entities who have similar claims. This group is called the “class,” and the people and entities in the class are called “class members.” A single court resolves the issues for all class members, except for people who exclude themselves from the class.

In this Action, the Class Representatives are: Haff Poultry, Inc.; Nancy Butler; Johnny Upchurch; Jonathan Walters; Myles B. Weaver; Melissa Weaver; Marc McEntire; Karen McEntire; and Mitchell Mason. They are or were all broiler chicken growers.

4. Why did the parties settle this lawsuit?

The Court did not decide in favor of Plaintiffs, Tyson, or Perdue. Instead, Plaintiffs and Tyson and Plaintiffs and Perdue have agreed to their respective Settlement Agreements to avoid the costs and risks of continued litigation. The Class Representatives and their attorneys think the Settlements are an excellent result, which will provide Settlement Class members with monetary compensation and cooperation from both Tyson and Perdue that the Settlement Class Counsel believe will help them prosecute Plaintiffs' claims against the remaining Defendants.

WHO IS IN THE CLASS?

5. How do I know if I am a Settlement Class Member?

You are a member of the Settlement Class if you are a person or entity in the United States or its territories that was paid for Broiler Grow-Out Services by any Defendant or Co-Conspirator (or by a division, subsidiary, predecessor, or Affiliate of a Defendant or Co-Conspirator) at any time between January 27, 2013, through December 31, 2019.

You are a member of the Settlement Class and eligible to participate in the Tyson and Perdue Settlements if you provided Broiler Grow-Out Services for any one of the Defendants or Co-Conspirators during the Class Period. Because this case involves conspiracy claims, it is not necessary for you to have provided Broiler Grow-Out Services for Tyson or Perdue to receive a payment.

6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at (XXX) XXX-XXXX or email Info@[insert URL] for more information.

[An operator is available to answer your questions during normal business hours].

THE SETTLEMENT

7. What does the Settlement provide?

Tyson has agreed to pay \$21,000,000 into a Settlement Fund and Perdue has agreed to pay \$14,750,000 into a Settlement Fund to settle the lawsuit against them in exchange for the release by Settlement Class members of the claims against them in this Action. In addition, the Settlements will help the Plaintiffs pursue their claims against the remaining Defendants because Tyson and Perdue have agreed to provide certain cooperation to Plaintiffs in the litigation against the remaining Defendants, and Perdue has agreed to certain restrictions on its ability to enforce arbitration provisions against Growers. Perdue Settlement § 10(e). You can view the Settlement Agreements, including the release of claims, at the Settlement Website [url].

A portion of the Settlement Fund, subject to approval by the Court, will be used to pay Settlement Class Counsel for their time in pursuing this lawsuit, to reimburse them for out-of-pocket costs they have incurred, and for incentive awards to the Class Representatives. Amounts remaining after deductions for attorneys' fees, litigation costs and other expenses, and incentive awards (*see* Questions 3, 15) will be distributed to Settlement Class members who do not exclude themselves from the Settlements *pro rata*, based on their qualifying payments from Defendants and Alleged Co-Conspirators for the provision of Broiler Grow-Out Services (*see* Question 10).

Additional details about the Settlements are contained in the Settlement Agreement, which is available at [\[insert URL\]](#).

8. How will payments be calculated?

At this time, it cannot be known how much you will receive from the Settlement.

The amount remaining in the Settlement Fund after deductions for attorneys' fees and litigation expenses, Class Representative service awards, and costs for notice and Settlement administration, will be distributed *pro rata* to eligible Settlement Class members with valid claims based on payments received from Defendants and Alleged Co-Conspirators for Broiler Grow-Out Services. That means your payment will be based on the total payments you received from Defendants and Alleged Co-Conspirators during the Class Period as a proportion of the total payments received by all eligible Class Members with valid claims.

As a simple example, if a Settlement Class member received payments totaling \$100 dollars, and the total payments to all eligible Class Members with valid claims is \$10,000, that class member would be entitled to 1% of the total amount to be distributed.

The amount you receive will depend on how much the Court allows in attorneys' fees and litigation expenses, Class Representative service awards, costs for notice and Settlement administration, how many valid claims are submitted by eligible Settlement Class members, and the total amount of payments made for Broiler Grow-Out Services during the Class Period to eligible Settlement Class members with valid claims.

As described below (*see* Question 21-23), the Court will conduct a Fairness Hearing and decide whether a) to finally approve the Settlement, b) to approve the proposed *pro rata* allocation plan; and c) to approve the Settlement Class Counsel's request for fees and reimbursement of costs and requests for incentive awards to the Class Representatives.

For information on how to make claim, *see* Question 10 and [\[insert URL\]](#).

HOW TO GET A PAYMENT—MAKING A CLAIM

9. How can I get a payment?

If you are a member of the Settlement Class, there are two ways for you to receive a payment from the Settlement:

1. **Pre-Populated Claims Forms with Pre-Populated Payment Information:** If you received a Pre-Populated Claim Form that already contains pre-populated payment information and you have not excluded yourself from the Settlement, you do not need to do anything further to receive a payment. This payment information was provided by Defendants and Co-Conspirators from their payment records. Your *pro rata* share will be calculated based on the payment amounts in your Claim Form. If you agree with the pre-populated payment information or otherwise do not respond to the Pre-Populated Claim Form, your *pro rata* share will be determined based on the pre-populated amount.

If you disagree with the pre-populated payment information in the Pre-Populated Claim Form *or* if you believe the information in the Pre-Populated Claim Form is incomplete (for example, it is missing payments you received during certain years), you have the right to submit a corrected Claim Form, which must be accompanied by supplemental documentation supporting your additions or clarifications (such as settlement sheets for Broiler flocks you raised or yearend statements from the Integrator with whom you contract or contracted) postmarked by [\[INSERT DEADLINE\]](#). If validated by the Settlement Administrator, your *pro rata* share will be based on this

corrected or supplemental information. Please follow the instructions on the Pre-Populated Claim Form to submit a corrected and/or supplemental Claim Form.

2. **Unpopulated Claims Forms without Pre-Populated Payment Information:** If you have received a Claim Form that does not include any pre-populated payment information (or you did not receive a Claim Form at all) and you want to receive a payment, you **MUST** complete and submit a Claim Form, postmarked by **[INSERT DEADLINE]**. If your Claim form does not have pre-populated payment information this means that the Settlement Administrator does not have information from Defendants or Alleged Co-Conspirators about the amount you were paid for Broiler Grow-Out Services during the Class Period. If you are or were a Grower for Wayne Farms, Fieldale Farms, Claxton Poultry, Case Farms, or Keystone Foods, it is more likely you received an Unpopulated Claim Form or no Claim Form at all and will have to complete and submit an Claim Form to receive a payment.

Unpopulated Claim Form can be obtained at the Settlement Website **[url]**. You have two options for completing and submitting an Unpopulated Claim Form.

First, if you have information on your total payments for Broiler Grow-Out Services by year, provide that information with supporting documentation of those payments. If validated by the Settlement Administrator, your *pro rata* share will be based on the payment information you provide.

Second, if you do not have information or documentation regarding the total payments you received for Broiler Grow-Out Services, you must provide the years in which you provided Broiler Grow-Out Services, the name of the company (or companies) for which you provided Broiler Grow-Out Services in each year, the number of farms you operated (if more than one), and for any partial years you provided Broiler Grow-Out Services (for example, if you quit raising Broilers in the middle of a year covered by the Class period) the number of flocks you grew during each partial year. If validated by the Settlement Administrator, your *pro rata* share will be based on that information along with available industry payment data.

Please follow the instructions on the Unpopulated Claim Form.

If you did not receive a Pre-Populated Claim Form and you do not complete and submit a valid Claim Form postmarked by the deadline, you will not receive a payment from the Settlement Fund, but you will still give up the right to sue Tyson and Perdue in a separate lawsuit related to the legal claims these Settlements resolve.

You should mail your corrected or supplemented Pre-Populated Claim Form or completed Unpopulated Claim Form to the address below, postmarked no later than **[deadline date]** or upload it to the Settlement Website at **[url]** using the instructions there. You can also request that a Claim Form be sent to you by calling the Settlement Administrator or by sending a written request to the Settlement Administrator by mail or by email:

In re Broiler Chicken Grower Antitrust Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(XXX) XXX-XXXX
Info@**[insert URL]**

If you have questions regarding your Claim Form or participating in the Settlement, contact the Settlement Administrator using the contact information set forth immediately above.

10. When will I get my payment?

Even if the Court finally approves the Settlements and approves the allocation and distribution plan, there still may be appeals of those decisions. The Settlement Fund cannot be distributed until all appeals are resolved. It is hard to estimate how long that might take. Further, even if there are no appeals, it is difficult to predict how long the claims process will take. Further, it is possible that other Defendants may settle the claims against them and that distribution of the proceeds from the Tyson and Perdue Settlements may be delayed so that the proceeds from multiple settlements may be distributed at the same time.

Updates regarding the Settlements and when payments will be made will be posted on the Settlement website, [\[insert URL\]](#).

11. Will Tyson or Perdue, any of the other Defendants, or any of the Alleged Co-Conspirators know that I have submitted a claim or received an award from the Settlement?

No. All information you provide in connection with receiving an automatic payment or submitting a claim form in this action will be maintained strictly confidentially and will not be made available publicly or to any Defendant or Alleged Co-conspirator. Only Settlement Class Counsel, the Court, and the Settlement Administrator will have access to any information you provide, including Your identity, in connection with receiving an automatic payment or submitting a claim form in this action.

If, however, you exclude yourself from either or both of the Settlements or object to either or both of the Settlements, the filings of exclusions and objections with the Court will publicly reveal your identity.

12. What happens if I move or change my mailing address?

If you have moved since you received this Notice, you may update your address with the Settlement Administrator by completing the “Claimant Information” section of the Pre- or Un-Populated Claims Form and by mailing or emailing completed information to:

In re Broiler Chicken Grower Antitrust Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
[\(XXX\) XXX-XXXX](#)
Info@[\[insert URL\]](#)

You may update your mailing address even if you are not disputing or supplementing any of the pre-populated payment information in the Pre-Populated Claims Form you received.

You may also update your address at *any time* during this litigation by contacting the Settlement Administrator at the above address to notify them of your new mailing address. Because there may be additional settlements reached with the other Defendants or there may be a judgment in Plaintiffs’ favor, it is important that the Settlement Administrator have updated address information so they may send you notice of such settlements or judgments.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Hausfeld LLP and Berger Montague PC (“Settlement Class Counsel”) to represent you and the other Settlement Class Members.

They can be contacted at:

<p>Eric L. Cramer BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103</p>	<p>Melinda R. Coolidge HAUSFELD LLP 888 16th Street, NW, Suite 300 Washington, DC 20006</p>	<p>Gary I. Smith, Jr. HAUSFELD LLP 325 Chestnut Street, Suite 900 Philadelphia, PA 19106</p>
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You will not be charged for their services or for contacting them. If you want to be represented by your own lawyer, you may hire one at your own expense. See Question 14.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf at no out of pocket charge to you. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself at the Fairness Hearing without a lawyer. See Question 21-23.

15. How will the lawyers be paid?

You do not have to pay Settlement Class Counsel. Settlement Class Counsel, who have not yet been paid for their services or reimbursed for their expenses, will seek approval from the Court for a) an award of attorneys’ fees up to one third of the gross Settlement amounts, b) reimbursement for litigation costs they advanced in pursuing the Claims up to \$3,000,000, also from the Settlement Fund, and c) incentive awards to the Class Representatives up to \$50,000 each. The fees will compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement over the last five years. The Court will decide the amount of fees and/or expenses to award.

Settlement Class Counsel will file their motion for fees, reimbursement of litigation expenses, and incentive awards at least 30 days before the deadline to object to the Settlements. The motion will be filed on the Settlement Website at [\[insert url\]](#), where you will also be able to review it.

16. If I participate in the Settlement, can I sue Tyson or Perdue for the same thing later?

No. Unless you exclude yourself from the Tyson Settlement (See Question ___ below), you will give up the right to sue Tyson related to the legal claims the Tyson Settlement resolves. Unless you exclude yourself from the Perdue Settlement, you will give up the right to sue Perdue related to the legal claims the Perdue Settlement resolves

Details on the claims that you release unless you exclude yourself are detailed in the Tyson Settlement and Perdue Settlements, which are available at [insert URL].

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

17. Can I get out of the Settlement Class?

If you do not want to receive any benefits from the Settlements, and you want to keep your right, if any, to sue Tyson or Perdue on your own about the legal issues in this Action, then you must exclude yourself from the Settlement Class for the Tyson Settlement, the Perdue Settlement, or both Settlements. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from these Settlements is [deadline date].

To exclude yourself from the Settlement, you must submit a written request by mail. Your request for exclusion must include:

- The name of the class member wishing to opt out;
- Their current address;
- A statement that the opt out is a Settlement Class member and was compensated for Broiler Grow-Out Services by a Defendant or alleged Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or alleged Co-Conspirator during the settlement class period, along with documentation showing membership in the Settlement Class;
- an express statement that they wish to be excluded from either (a) the Tyson Settlement, (b) the Perdue Settlement, or (c) both Settlements in *In re Broiler Chicken Grower Antitrust Litigation (No. II)*, No. 6:20-md-02977-RJS-CMR; and
- The class member’s signature.

Your request for exclusion must be mailed to the Settlement Administrator with a postmarked date on or before by [deadline date]

In re Broiler Chicken Grower Antitrust Litigation
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

If you exclude yourself from a Settlement or both Settlements, you are telling the Court you do not want to be part of the Settlement(s). You will not be eligible to receive any money from each Settlement you exclude yourself from. You will not be eligible to object to each Settlement you exclude yourself from. For each Settlement you exclude yourself from, you will keep any rights you currently have to separately sue Tyson and/or Perdue related to the legal claims the Settlements resolve.

OBJECTING TO THE SETTLEMENTS

18. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Classes and do not exclude yourself from the Tyson Settlement, you may object to the Tyson Settlement. If you are a member of the Settlement Classes and do not exclude yourself from the Perdue Settlement,

you may object to the Perdue Settlement. If you are a member of the Settlement Classes and do not exclude yourself from either Settlement, you can object to both Settlements. If you are a member of the Settlement Classes and do not exclude yourself from one or both Settlements, you may also object to Settlement Class Counsel’s request for attorney’s fees, unreimbursed litigation costs and expenses, and service awards for the Class Representatives, and the proposed plan of allocation.

You cannot ask the Court to modify the Settlements; the Court can only approve or deny the Settlements.

If you wish to object to one or both of the proposed Settlements, the proposed plan of allocation or distribution, or Settlement Class Counsel’s request for attorney’s fees, unreimbursed litigations costs and expenses, and service awards for the Class Representatives, you must do so in writing. To object, you must file a document with the Court by [deadline date] saying that you object to the Settlements in *In re Broiler Chicken Grower Antitrust Litigation No. II*, No. 6:20-md-02977-RJS-CMR. You must include:

- The objector’s full name, address, and telephone number;
- A statement saying that the objector objects to the Settlements, the proposed plan of allocation, the request for fees, expenses and service awards, or another component in *In re Broiler Chicken Grower Antitrust Litigation (No. II)*, No. 6:20-md-02977-RJS-CMR;
- Whether the objector plans to appear at the Fairness Hearing;
- Proof of membership in the Settlement Class, including any documentation evidencing the objector was compensated for Broiler Grow-Out Services by a Defendant or Alleged Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or alleged Co-Conspirator, during the settlement class period;
- The specific reasons supporting the objection, along with any supporting materials or documents that you want the Court to consider;
- Whether the objector is objecting to the Perdue Settlement, the Tyson Settlement, or both;
- The identity of the objector’s legal counsel, if any; and
- The objector’s signature.

You must mail the written objection by First Class U.S. Mail, postmarked no later than [deadline date] to the Court at the following address: United States District Court for the Eastern District of Oklahoma, [insert court address].

You must also mail your objection by First Class U.S. Mail to Settlement Class Counsel, Counsel for Tyson, and Counsel for Perdue at each of the following addresses by [deadline date]:

Settlement Class Counsel	Settlement Class Counsel
Eric L. Cramer BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103	Gary I. Smith, Jr. HAUSFELD LLP 325 Chestnut Street, Suite 900 Philadelphia, PA 19106

Counsel for Tyson	Counsel for Tyson
Bradley D. Justus AXINN, VELTROP & HARKRIDER LLP 1901 L Street, NW Washington, DC 20036	Eli J. Glasser Executive Counsel, Antitrust and Global Competition Tyson Foods, Inc. 2200 Don Tyson Parkway Springdale, AR 72762

Counsel for Perdue	Counsel for Perdue
Lisa Jose Fales VENABLE, LLP 600 Massachusetts Ave, NW Washington, DC 20001	

If your objection is not postmarked by the **[deadline]** and does not include the information listed above, it may be rejected by the Court.

You may also appear at the Fairness Hearing, either in person or through your own attorney. See Question 14, 21-23. If you wish to appear at the Fairness Hearing you must include a statement in your written objection that you intend to appear at the hearing and wish to be heard. If you appear through your own attorney, you are responsible for paying that attorney.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you disagree with something about the Settlements while excluding yourself tells the Court that you do not wish to participate in the Settlements at all. You cannot object to a Settlement if you exclude yourself from it. If you exclude yourself from one or both Settlement(s), you cannot object to the Settlement(s) you excluded yourself from because the Settlement(s) no longer affect you.

20. Will anyone other than the Court and the lawyers know that I have objected or excluded myself?

Yes. If you exclude yourself or object to one or both Settlement(s), the filings of exclusions and objections with the Court will publicly reveal your identity.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlements with Tyson and Perdue?

The Court will hold a Fairness Hearing at **XX:XX a.m./p.m.** on **XXXXX** in Courtroom **X** of the United States District Court for the Eastern District of Oklahoma, located at 101 N 5th St, Muskogee, OK 74401. If the Court determines that it is appropriate, the hearing may be conducted remotely by telephone or other electronic means. If the Court decides to hold

the hearing remotely, Settlement Class Counsel will post that information on the website devoted to the litigation [insert URL] and provide any Settlement Class member that has informed the Court that it intends to participate at the hearing with the information required to participate remotely.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice. Be sure to check the website, [insert URL], for news of any such changes.

At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider Settlement Class Counsel's request for attorney's fees of up to one third of the gross Settlement Funds, unreimbursed litigation costs and expenses not to exceed \$3,000,000, and service awards for the Class Representatives up to \$50,000 each, and the proposed plan of allocation and distribution. If there are objections, the Court will consider them at the hearing. The Court may decide to permit those Settlement Class members who have previously notified the Court that they wished to appear to speak at the hearing.

At or after the Fairness Hearing, the Court will decide whether to finally approve the Settlements and the related matters raised by Settlement Class Counsel.

22. Do I have to come to the Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish or pay your own lawyer to attend, but it is not necessary. If you send an objection, you do not have to come to Court to talk about it. So long as you mailed your written objection postmarked by [INSERT DEADLINE], the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (*see* Question 18) that you intend to appear at the hearing. Be sure to include your name, address, telephone number, and signature as well. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

If you do not object to the Settlements but still wish to speak at the Fairness Hearing, you must send a letter or other written document that expressly states that the letter or document is your "Notice of Intention to Appear" in *In Re Broiler Chicken Grower Antitrust Litigation (No. II)*, No. 6:20-md-02977-RJS-CMR. Include your name, address, telephone number, and your signature. You must send your "Notice of Intention to Appear" to the addresses listed in Question 18, postmarked no later than [INSERT DEADLINE].

The Court will decide whether you will be allowed to speak at the Fairness Hearing.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Classes and will have released all your claims against Tyson and Perdue related to the claims in this Action.

If you received a Pre-Populated Claim Form that already has information about the total payments you received from any Defendant or Alleged Co-Conspirator on the Claim Form, and you do nothing, you will still receive a payment. But you may correct or supplement that information by returning the Claim Form if you wish. (See Question 9.1).

If you received an Unpopulated Claim Form that does not include any information about the total payments you received from any Defendant or Alleged Co-Conspirator, or you did not receive a Claim Form at all, and you do nothing, you will not have the right receive any portion of the Settlement Fund. You must complete and submit a Claim Form to the Settlement Administrator to receive a payment (*see* Question 9.2).

GETTING MORE INFORMATION

25. Are more details about the Settlements available?

Yes. This notice summarizes the Settlements with Tyson and Perdue. You can review the complete Tyson and Perdue Settlement agreements and get copies of case-related documents, and the lawyers' application to the Court for fees and cost reimbursement and their proposed plan of allocation when it becomes available, as well as other information about the Action at [\[insert URL\]](#).

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS ACTION.

26. How do I get more information?

The website [\[insert URL\]](#) has important Court documents and answers to questions about the Action. You can also call, email, or write to the Settlement Administrator at:

In re Broiler Chicken Grower Antitrust Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
[\(XXX\) XXX-XXXX](#)
Info@[\[insert URL\]](#)

Exhibit C

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

If You Were Paid to Provide Broiler Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, Two Class Action Settlements Totaling \$35,750,000 May Affect Your Legal Rights.

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

Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (together “Tyson”) and Perdue Foods, LLC (“Perdue”) have each agreed to settle a class action lawsuit brought against them by broiler chicken growers who allege that Tyson, Perdue and other companies unlawfully conspired to artificially reduce the amounts they paid to broiler chicken growers for Broiler Grow-Out Services. Tyson and Perdue deny that they did anything wrong and have asserted defenses to the claims against them.

Plaintiffs are broiler chicken growers that raised broilers for Tyson, Perdue, Pilgrim’s Pride, Sanderson Foods, and Koch (together, “Defendants”) and other integrators (referred to as an Alleged “Co-Conspirator” below). Plaintiffs represent a class of broiler chicken growers who have similar claims against Defendants and the Alleged Co-Conspirators.

What do the Settlements provide? Tyson will pay \$21,000,000 and Perdue will pay \$14,750,000 for a total of \$35,750,000 into a Settlement Fund, which will be used to pay Settlement Class members, attorneys’ fees and litigation expenses class representative service awards, and costs for notice and Settlement administration. Tyson and Perdue will also offer certain cooperation in the ongoing litigation against the remaining non-settling Defendants, and Perdue has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers. Perdue Settlement § 10(e).

Am I eligible to receive a payment from the Settlements? You may be eligible to receive a payment if you reside in the U.S. or its territories and were paid by **any** Defendant **or any** Alleged Co-Conspirator to provide Broiler Grow-Out Services **at any time** between January 27, 2013 and December 31, 2019. To learn who the Defendants and Alleged Co-Conspirators are, visit **[insert URL]**.

How do I get a payment from the Settlements? If you received a Pre-Populated Claim Form and the information contained therein is correct, you do not need to do anything further to receive a payment. If you disagree with the information contained in the Pre-Populated Claim Form you received, you may submit the Claim Form with corrected information and documentation. If you received an Unpopulated Claim Form, you must complete and submit that Claim Form by **XXXXXXXX** to receive a payment from the Settlement Funds. You may access a Claim Form from the website and submit it online or download and mail it to the address on the Claim Form. Claim Forms are also available by calling 1-**XXX-XXX-XXXX** or emailing **XXXXXXXX**.

What are my rights? If you are a Class member and do nothing, you will be bound by the Settlements and will give up any right to sue Tyson and/or Perdue in separate lawsuits related to the legal claims in this lawsuit. If you want to keep your right to separately sue Tyson and/or Perdue, you must exclude yourself from one or both of the Settlements by **XXXXXX**. If you do not exclude yourself, you may object to one or both of the Settlements and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by **XXXXXX**. Complete information is available at **[insert URL]**.

The Court’s hearing. The Court will hold a hearing at **XX:XX a.m./p.m.** on **XXXXXX** to decide whether to approve the Settlement, grant the requested attorneys’ fees of up to one-third of the gross Settlement amounts, litigation expenses not to exceed \$3,000,000, and class representative awards of up to \$50,000 each. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. The hearing may occur remotely, over a Zoom platform, or it may occur in person, at the United States District Court for the District of Oklahoma, located at 101 N. 5th St., Muskogee, OK 74401. Please check **[insert URL]** for updates as to the location of the hearing.

This notice is only a summary.

For more information, including the full Notice and Settlement Agreements, visit **XXXXXXXXXX, email **XXXXXXXXXXXXXXXXXX**, or call 1- **XXX-XXX-XXXX**.
[insert spanish equivalent]**

Exhibit D

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA

<<NAME>>
<<C/O>>
<<ADDRESS 1>>
<<ADDRESS2>>
<<CITY>>, <<STATE>> <<ZIP>>
<<COUNTRY>>

[BARCODE]

YOUR CLAIM NUMBER: _____ CONFIRMATION CODE: _____

BROILER CHICKEN GROWER PRE-POPULATED CLAIM FORM

Compensation records maintained by the Defendants and Alleged Co-Conspirators indicate that you are a member of the Settlement Classes in this action, and are therefore eligible to receive payments from Settlements with Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (collectively referred to as "Tyson") and Perdue Foods, LLC ("Perdue").

The Settlement Classes each include: "All individuals and entities in the United States and its territories that were compensated for Broiler¹ Grow-Out Services² by a Defendant or Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or Co-Conspirator, at any time during the period of January 27, 2013, through December 31, 2019 (the "Class Period"). Of note, you do not need to have provided Broiler Grow-Out Services for Tyson or Perdue to receive a payment from the Tyson or Perdue Settlement Fund, you need only have provided Broiler Grow-Out Services for any Defendant or Alleged Co-Conspirator.

Defendants and Alleged Co-Conspirators have provided to Settlement Class Counsel the total compensation that you were paid by one or more of them for Broiler Grow-Out Services between January 27, 2013 and December 31, 2019. Your payment from the Tyson and Perdue Settlement Fund will be based on that information unless you dispute it.

Please follow the steps on the following pages below to review and submit this Claim Form. If you do nothing, you will still be eligible for and receive a payment from the Settlements based on the information contained on this Claim Form, but you will waive the right to contest any information contained on this Form. If you want to participate in one Settlement, but not both, you may do so by submitting a notice of exclusion for the Settlement you do not want to participate in. Submitting this form does not preclude you from excluding yourself from the other Settlement. If you exclude yourself from both Settlements, you will not be able to receive a

¹ "Broilers" excludes specialty chicken that is grown, processed, and sold according to halal, kosher, free range, pasture-raised, or organic standards. Specialty chicken does not include chicken raised without antibiotics, such as No Antibiotics Ever ("NAE") or Antibiotic Free ("ABF") standards. "Broilers" as used herein includes NAE and ABF chicken. See Settlement Agreements § 1(d).

² "Broiler Grow-Out Services" means Broiler chicken growing services.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [insert URL]

[BARCODE]

payment from either Settlement, regardless of whether you submit this form.

Note, all information contained on this form and that you provide for this form will be maintained confidentially and will not be made available publicly or to any Defendant or Co-Conspirator. Only Settlement Class Counsel, the Court, and the Claims Administrator will have access to any information you provide, including Your identity, unless you object to or exclude yourself from one or both Settlements, in which case your identity will be publicly available.

STEP 1: REVIEW YOUR PAYMENT INFORMATION

Records provided by Defendants and Alleged Co-Conspirators indicate that your total compensation for Broiler Grow-Out Services from January 27, 2013, through December 31, 2019, is \$<<**Compensation Amount**>>.

The details concerning the amount of your qualifying compensation are set forth below. For purposes of determining a Settlement payment, the amount you were compensated includes all monetary remuneration provided to You for the provision of Broiler Grow-Out Services, inclusive of all surcharges, allowances, and incentive payments, and any other components of Grower compensation.

Integrator	2013 Comp.	2014 Comp.	2015 Comp.	2016 Comp.	2017 Comp.	2018 Comp.	2019 Comp.
<<CoName1>>	\$<<2013>>	\$<<2014>>	\$<<2015>>	\$<<2016>>	\$<<2017>>	\$<<2018>>	\$<<2019>>
<<CoName2>>	\$<<2013>>	\$<<2014>>	\$<<2015>>	\$<<2016>>	\$<<2017>>	\$<<2018>>	\$<<2019>>
<<CoName3>>	\$<<2013>>	\$<<2014>>	\$<<2015>>	\$<<2016>>	\$<<2017>>	\$<<2018>>	\$<<2019>>

Once you have reviewed the above qualifying compensation information, if you agree with the compensation information listed above, you do not need to do anything else to receive a payment from the Tyson and Perdue Settlements. You do not need to return this Claim Form. Your *pro rata* payment from the Settlement Fund will be based on the compensation information above.

Have you moved? If you have moved since you received this Claim Form, please go to Step 4 and complete the Claimant Information Section with your corrected address and return the Claim Form to the Claims Administrator as indicated in Step 5. Or update your address by going to www.xxxxxxx. This will ensure that your payment from the Settlement is mailed to the correct address.

If you do not agree with the qualifying compensation information above or the information is incomplete and wish to provide corrected or supplemental information, proceed to Step 2.

[BARCODE]

STEP 2: CORRECT YOUR PAYMENT INFORMATION

If you do not agree with the qualifying compensation information listed in Step 1 or the prepopulated information is incomplete or incorrect, please indicate so here and complete the information requested below.

I disagree with the qualifying compensation information above and wish to correct or supplement my compensation information.

You may correct your qualifying compensation information, upload documentation, and submit your corrected or supplemental information online at www.XXXXX. You will need your claim number and confirmation code to do so. Alternatively, you can mail this form and your supporting documentation to

In re Broiler Chicken Grower Antitrust Litigation
 c/o Settlement Administrator
 1650 Arch Street, Suite 2210, Philadelphia PA 19103

If you disagree with the qualifying compensation information above please fill in the chart below when you submit this Claim Form. For purposes of filling in the chart below, the amount you were compensated includes all monetary remuneration provided to You for the provision of Broiler Grow-Out Services, inclusive of all surcharges, allowances, and incentive payments, and any other components of Grower compensation.

CLAIM NUMBER: _____ CONFIRMATION CODE: _____

Integrator	2013 Comp.	2014 Comp.	2015 Comp.	2016 Comp.	2017 Comp.	2018 Comp.	2019 Comp.
<<CoName1>>	\$	\$	\$	\$	\$	\$	\$
<<CoName2>>	\$	\$	\$	\$	\$	\$	\$
<<CoName3>>	\$	\$	\$	\$	\$	\$	\$

The Claims Administrator will review your corrected qualifying compensation information. If validated by the Claims Administrator, your *pro-rata* payment from the Settlement will be based on the corrected total compensation information you provide.

Proceed to Step 3.

STEP 3: PROVIDE SUPPORTING DOCUMENTATION

Attach copies of any records that support your corrected or supplemental qualifying compensation information and attach them to this Claim Form when you return it or upload electronic copies to the website if correcting qualifying compensation information online following the instructions above.

[BARCODE]

These records may include, for example, settlement sheets for the Broiler flocks you raised or yearend accounting statements provided to you by your Integrator.

Please be sure to keep your original documents for your own records.

Proceed to Step 4.

STEP 4: COMPLETE YOUR CLAIMANT INFORMATION AND ATTESTATION

Check the applicable box below, complete the Claimant Information section, and sign the attestation:

- I disagree with the compensation information and have provided corrected or supplemental information.
- I agree with the compensation information provided in Step 1, and only need to update my address.

<u>CLAIMANT INFORMATION</u>			
<u>CONTACT NAME:</u>	First	M.I.	Last
<u>COMPANY NAME (IF APPLICABLE):</u>	Company Name		
<u>CURRENT MAILING ADDRESS:</u>	Address 1		
	Address 2		
	City		
	State/Province		
	Postal Code	Country	
<u>CONTACT TELEPHONE:</u>	_ _ _ _ - _ _ _ _ _ - _ _ _ _ _		
<u>CONTACT EMAIL ADDRESS (IF ANY):</u>			

By signing below, I certify that (1) the above and foregoing information is true and correct; (2) I warrant that I am the Broiler chicken grower entity Settlement Class member(s) or am an owner, officer or director employed by the Broiler chicken grower entity Settlement Class member(s); (3) I agree to submit additional information, if requested, in order for the Settlement Administrator to process my claim.

Signature: _____ Date: _____

Printed Full Name (First, Middle, and Last): _____

Proceed to Step 5.

[BARCODE]

STEP 5: SUBMIT YOUR CLAIM FORM

Mail this completed Claim Form and accompanying documentation, postmarked by [deadline] to or upload it to the settlement website using the instructions on the website at [url] by [deadline]:

In re Broiler Chicken Grower Antitrust Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210, Philadelphia PA 19103

If you already completed and submitted your Claim Form online and received confirmation of successful submission, or you agree with the information provided in this form and do not need to update your address, you do not need to also mail this Claim Form.

Exhibit E

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**BROILER CHICKEN GROWER UNPOPULATED CLAIM FORM**

Unless you received a Pre-Populated Claim Form, you must fill out, complete, and submit this Claim Form if you believe you are a member of the Settlement Classes in this action and want to be eligible to share in one or both of the Settlements with Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (collectively referred to as “Tyson”) and Perdue Foods, LLC (“Perdue”). The Settlement Classes each include: “All individuals and entities in the United States and its territories that were compensated for Broiler¹ Grow-Out Services² by a Defendant or Co-Conspirator, or by a division, subsidiary, predecessor, or Affiliate of a Defendant or Co-Conspirator, at any time during the period of January 27, 2013, through December 31, 2019 (the “Class Period”). Of note, you do not need to have provided Broiler Grow-Out Services for Tyson or Perdue to receive a payment from the Tyson or Perdue Settlement Fund, you need only have provided Broiler Grow-Out Services for any Defendant or Alleged Co-Conspirator.

Unless you received a Pre-Populated Claim Form, you must complete this Claim Form and mail it to the address listed at the top of this form (postmarked by [deadline date]) or submit it through the settlement website [url] by [deadline date] to be eligible to receive a payment from the Tyson and Perdue Settlement Funds. If you want to participate in one Settlement, but not both, you may do so by submitting a notice of exclusion for the Settlement you do not want to participate in. If you wish to participate in one Settlement, but not both, you must still submit this form (unless you received a Pre-Populated Claim Form) to receive a payment from the Settlement you do wish to participate in and exclude yourself from the Settlement you do not wish to participate in, otherwise you will still be bound by both Settlements. If you exclude yourself from both Settlements, you will not be able to receive a payment from either Settlement, regardless of whether you submit this Claim Form.

Note, all information contained on this form and that you provide for this form will be maintained confidentially and will not be made available publicly or to any Defendant or Alleged Co-Conspirator. Only Settlement Class Counsel, the Court, and the Claims Administrator will have access to any information you provide, including your identity, unless you object to or exclude yourself from one or both Settlements, in which case your identity will be publicly available.

¹ “Broilers” excludes specialty chicken that is grown, processed, and sold according to halal, kosher, free range, pasture-raised, or organic standards. Specialty chicken does not include chicken raised without antibiotics, such as No Antibiotics Ever (“NAE”) or Antibiotic Free (“ABF”) standards. “Broilers” as used herein includes NAE and ABF chicken. *See* Settlement Agreements § 1(d).

² “Broiler Grow-Out Services” means Broiler chicken growing services.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [insert URL]

COMPLETE YOUR CLAIMANT INFORMATION

<u>CLAIMANT INFORMATION</u>			
<u>CONTACT NAME:</u>	First	M.I.	Last
<u>COMPANY NAME:</u>	Company Name		
<u>CURRENT MAILING ADDRESS:</u>	Address 1		
	Address 2		
	City		
	State/Province		
	Postal Code		
<u>CONTACT TELEPHONE:</u>	_ _ _ _ - _ _ _ _ _ - _ _ _ _ _		
<u>CONTACT EMAIL ADDRESS (IF ANY):</u>			

The total *pro rata* payment amount you receive will be calculated based on qualifying compensation you received from any Defendant or Alleged Co-Conspirator for Broiler Grow-Out Services between January 27, 2013 and December 31, 2019. You have two options available to you to substantiate your qualifying payments.

OPTION ONE: COMPLETE YOUR CLAIMANT INFORMATION AND PROVIDE SUPPORTING DOCUMENTATION

Option One: You can provide the total amounts you were paid by any Defendant or Co-Conspirator for the provision of Broiler Grow-Out Services in the following chart and you must provide supporting documentation of those amounts, such as settlement sheets for the Broiler flocks you raised or yearend accounting statements provided to you by your Integrator. Defendants and Alleged Co-Conspirators include:

- Amick Farms, Inc.
- Case Foods
- Claxton Poultry Farms
- Fieldale Farms Corp.
- Foster Farms
- George’s, Inc.
- Harrison Poultry, Inc.
- House of Raeford Farms
- Keystone Foods
- Koch Foods, Inc.
- Mar-Jac Poultry, Inc.
- Marshall Durbin Companies
- Mountaire Farms
- Norman W. Fries, Inc.
- O.K. Industries
- Peco Foods, Inc.
- Perdue Foods, LLC
- Pilgrim’s Pride Corporation

QUESTIONS? CALL 1- XXX-XXX-XXXX TOLL FREE OR VISIT WWW.XXXXXX.COM

- Sanderson Farms, Inc.
- Tyson Foods, Inc.
- Simmons Foods
- Wayne Farms

For purposes of determining a Settlement payment, the amount you were compensated includes all monetary remuneration provided to you for the provision of Broiler Grow-Out Services, inclusive of all surcharges, allowances, and incentive payments, and any other components of Grower compensation.

Year	Total Compensation for Broiler Grow-Out Services
2013	\$
2014	\$
2015	\$
2016	\$
2017	\$
2018	\$
2019	\$

The Claims Administrator will review the compensation information you have provided. If validated by the Claims Administrator, your *pro rata* award from the Settlement fund will be calculated based on the total compensation information you provide.

OPTION TWO: PROVIDE INFORMATION FOR THE CLAIMS ADMINISTRATOR TO ESTIMATE YOUR PAYMENTS OVER THE SETTLEMENT CLASS PERIOD

Option Two: If you do not know what the total amount you were paid is and/or you do not have supporting documentation of those amounts such as settlement sheets for the Broiler flocks you raised, the Claims Administrator can generate an estimate of your claim amount based on available data.

If you provide (1) the name of the Defendant(s) or Alleged Co-Conspirator(s) for which you grew broilers, (2) the years in which you provided those services, (4) the number of farms you operated, and (4) the number of flocks you grew in a given year *if* you performed Broiler Grow-Out Services for a partial year (e.g., half a year), then if your claim is validated by the Claims Administrator, your *pro rata* payment will be calculated based on available industry data.

Year	Defendant or Co-Conspirator to which you provided Broiler Grow-out Services	Number of Farms You Operated ³	Number of Flocks ⁴
2013			
2014			
2015			
2016			
2017			

³ Note, the Number of Farms you Operated column is *not* asking for the number of chicken houses on your farms, but instead whether you operated separate and distinct farming operations at distinct locations, and if so, how many. If you only operated one farm, simply answer "1."

⁴ You *only* need to populate the Number of Flocks Column if you performed Broiler Grow Out Services for a partial year, for example, if you started with your Integrator or stopped with your Integrator mid-year.

2018			
2019			
Total			

COMPLETE YOUR ATTESTATION

By signing below, I/we certify that (1) the above and foregoing information is true and correct; (2) I warrant that I grew broiler chickens for one or more of the Defendants or Co-Conspirators listed above, or that I am an owner, officer or director employed by the entity that grew broiler chicken for one or more of the Defendants or Co-Conspirators listed above; (3) I agree to submit additional information, if requested, in order for the Settlement Administrator to process my claim.

Signature: _____ Date: _____

Printed Full Name (First, Middle, and Last): _____

Title: _____

SUBMIT YOUR CLAIM FORM

Mail this completed Claim Form and accompanying documentation, postmarked by **[deadline]** to or upload it to the settlement website using the instructions on the website at **[url]** by **[deadline]**:

In re Broiler Chicken Grower Antitrust Litigation
 c/o Settlement Administrator
 1650 Arch Street, Suite 2210, Philadelphia PA 19103

Exhibit F

Tyson and Perdue Settlement Allocation Methodology

I. Estimations for Growers with Missing Data

For integrators that did not provide grower pay data, a grower's pro-rata share of the integrator's settlement pool can be estimated using data provided by Agri Stats and certain information furnished by the grower (such as the number of farms owned by the grower and the years in operation during the Class Period).

Such growers will be requested to identify the number of farms they operated (if more than one), the Integrator(s) they performed Broiler Grow-Out Services for, and how many years each farm was active during the Class Period. If a grower operated a farm partially for a year, the grower will also identify the number of flocks it grew at each farm during that partial year.¹

Data provided by Agri Stats allows one to estimate the number of farms and the total number of flocks for each year during the Class Period. Once a grower provides this information for each year in the Class Period, a grower's pro-rata share of the integrator's pool can be calculated as follows:

Step 1 – Calculate Integrator's Settlement Pool²

$$\begin{aligned} & \text{Integrator's Settlement Pool} \\ &= \text{Net Settlement Fund} \times \frac{\text{Integrator's Total Grower Pay}}{\text{Total Grower Pay for all Defendants and CoConspirators}} \end{aligned}$$

Step 2 – Calculate Grower's Pro Rata Share of Settlement Amount using Agri Stats data

$$\begin{aligned} & \text{Grower's Pro Rata Share of Settlement if data is missing} \\ &= \text{Integrator's Settlement Pool} \\ & \times \frac{\text{Grower's Total Number of Flocks from 2013 – 2019}}{\text{Integrator's Total Number of Flocks from 2013 – 2019}} \end{aligned}$$

II. Estimations for Growers with Partial Data

For integrators that produce partial information, such as grower pay data for only a portion of the Class Period, the grower's pro-rata settlement share will be calculated for the period where the data are available and can either be estimated using the formula above or supported by the growers' own documentation for the period where data are missing.

¹ The grower would identify the number of farms it owned and whether each farm operated for the full year for each year in the Class Period. If a farm operated partially for a given year, the grower would list the number of flocks raised in that partial year.

² Net Settlement Fund means the aggregate settlement fund available for distribution, net of Court-awarded attorney's fees, expenses, incentive awards, and plus accrued interest.