

**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 FINAL APPROVAL OF SETTLEMENT WITH SANDERSON**

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	BACKGROUND.....	2
A.	Procedural Background	2
B.	The Settlement Negotiations and Settlement Agreement Terms	5
C.	Preliminary Approval and the Proposed Notice and Claims Process	7
D.	Class Notice, Objections, and Exclusions	8
E.	The Proposed Allocation and Distribution to the Settlement Class	9
F.	Plaintiffs’ Application for Attorneys’ Fees and Litigation Costs.....	9
III.	ARGUMENT	10
A.	The Proposed Settlement is Fair, Reasonable, and Adequate and Should be Finally Approved.....	10
1.	Plaintiffs and Settlement Class Counsel Have Skillfully Represented the Settlement Class	10
2.	The Settlement Was Reached After Arm’s Length Negotiation	12
3.	The Relief Provided to the Settlement Class is More Than Adequate, it is Substantial 13	
a.	The costs, risks, and delay of trial and appeal favor final approval	14
b.	The proposed method of distributing relief to the Settlement Class, including the method of processing claims, favors final approval	15
c.	The proposed award of attorneys’ fees favors final approval	16
4.	The Settlement and Proposed Plan of Distribution Treat Members of the Settlement Class Equitably.....	17
5.	The Parties Agree that the Settlement Is Fair, Reasonable, and Adequate	17
B.	Notice to the Settlement Class Comported with Rule 23 and Due Process	18
C.	Final Judgment as to Sanderson Is Proper Under Rule 54(b)	21
IV.	CONCLUSION	21

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Alvarado Partners, L.P. v. Mehta</i> , 723 F. Supp. 540 (D. Colo. 1989).....	15, 18
<i>Aragon v. Clear Water Prods. LLC</i> , No. 15-cv-02821, 2018 WL 6620724 (D. Colo. Dec. 18, 2018)	12
<i>Blanco v. Xtreme Drilling & Coil Servs., Inc.</i> , No. 16-cv-249, 2020 WL 4041456 (D. Colo. July 17, 2020)	12
<i>In re Broiler Chicken Antitrust Litig.</i> , No. 16-cv-8637 (N.D. Ill.)	4
<i>Chavez Rodriguez v. Hermes Landscaping, Inc.</i> , No. 17-cv-2142, 2020 WL 3288059 (D. Kan. June 18, 2020)	<i>passim</i>
<i>Chieftain Royalty Co. v. XTO Energy Inc.</i> , No. 11-cv-29, 2018 WL 501656 (E.D. Okla. Jan. 18, 2018)	20
<i>Childs v. Unified Life Ins. Co.</i> , No. 10-cv-23, 2011 WL 6016486 (N.D. Okla. Dec. 2, 2011)	15
<i>Cisneros v. EP Wrap-It Insulation, LLC</i> , No. 19-cv-500, 2021 WL 2953117 (D.N.M. July 14, 2021)	12, 17
<i>In re Citric Acid Antitrust Litig.</i> , 145 F. Supp. 2d 1152 (N.D. Cal. 2001)	17
<i>Colvin v. Tyson Foods, Inc., et al.</i> , No. 2:20-cv-2464 (D. Kan.)	3
<i>Cook v. Rockwell Int’l Corp.</i> , No. 90-cv-181, 2017 WL 5076498 (D. Colo. Apr. 28, 2017)	16
<i>In re Corrugated Container Antitrust Litig.</i> , 659 F.2d 1322 (5th Cir. 1981)	14
<i>DeJulius v. New England Health Care Emps. Pension Fund</i> , 429 F.3d 935 (10th Cir. 2005)	18, 19
<i>In re Dep’t of Energy Stripper Well Exemption Litig.</i> , 653 F. Supp. 108 (D. Kan. 1986)	18

<i>In re Domestic Airline Travel Antitrust Litig.</i> , 378 F. Supp. 3d 10 (D.D.C. 2019)	13
<i>Gelboim v. Bank of America Corp.</i> , 574 U.S. 405 (2015)	21
<i>Haff Poultry, Inc., et al. v. Tyson Foods, Inc., et al.</i> , No. 6:17-cv-33 (E.D. Okla.)	3
<i>Hale v. State Farm Mut. Auto. Ins. Co.</i> , No. 12-cv-660, 2018 WL 6606079 (S.D. Ill. Dec. 16, 2018)	15, 16
<i>Lawrence v. First Fin. Inv. Fund V, LLC</i> , No. 19-cv-174, 2021 WL 3809083 (D. Utah Aug. 26, 2021) (Shelby, J.)	10, 21
<i>Lewis v. Wal-Mart Stores, Inc.</i> , No. 02-cv-0944, 2006 WL 3505851 (N.D. Okla. Dec. 4, 2006)	16
<i>In re Lithium Ion Batteries Antitrust Litig.</i> , No. 13-md-2420, 2020 WL 7264559 (N.D. Cal. Dec. 10, 2020)	14
<i>Mason v. Tyson Foods, Inc., et al.</i> , No. 5:20-cv-07049 (N.D. Cal.)	3
<i>McEntire v. Tyson Foods, Inc., et al.</i> , No. 1:20-cv-2764 (D. Colo.)	3
<i>McGaffin v. Argos USA, LLC</i> , No. 16-cv-104, 2020 WL 3491609 (S.D. Ga. June 26, 2020)	11
<i>McNeely v. Nat’l Mobile Health Care, LLC</i> , No. 07-cv-933, 2008 WL 4816510 (W.D. Okla. Oct. 27, 2008)	11, 15, 18
<i>Miller v. Basic Rsch., LLC</i> , 750 F.3d 1173 (10 th Cir. 2014)	21
<i>Montgomery v. Cont’l Intermodal Grp. Trucking LLC</i> , No. 19-cv-940, 2021 WL 1339305 (D.N.M. Apr. 9, 2021)	10, 11
<i>Moreno v. Beacon Roofing Supply, Inc.</i> , No. 19-cv-185, 2020 WL 3960481 (S.D. Cal. July 13, 2020)	15
<i>In re Namenda Direct Purchaser Antitrust Litig.</i> , 462 F. Supp. 3d 307 (S.D.N.Y. 2020)	17
<i>Perks v. Activehours, Inc.</i> , No. 19-cv-5543, 2021 WL 1146038 (N.D. Cal. Mar. 25, 2021)	17

<i>In re Processed Egg Prod. Antitrust Litig.</i> , 284 F.R.D. 249 (E.D. Pa. 2012).....	13
<i>Retta v. Millennium Prods., Inc.</i> , No. 15-cv-1801, 2017 WL 5479637 (C.D. Cal. Aug. 22, 2017)	14
<i>In re Samsung Top-Load Washing Mach. Mktg., Sales Practices & Prods. Liab. Litig.</i> , 997 F.3d 1077 (10th Cir. 2021)	10, 12
<i>In re Samsung Top-load Washing Mach. Mktg., Sales Practices & Prods. Liab. Litig.</i> , No. 17-md-2792, 2019 WL 6118267 (W.D. Okla. Nov. 18, 2019).....	20
<i>In re Samsung Top-Load Washing Mach. Mktg., Sales Practices & Prods. Liab. Litig.</i> , No. 17-md-2792, 2020 WL 2616711 (W.D. Okla. May 22, 2020)	19, 20
<i>In re Sanderson & Koch Broiler Chicken Grower Litig.</i> , No. 7:18-cv-31 (E.D.N.C.).....	3
<i>Shaw v. Interthinx, Inc.</i> , No. 13-cv-01229, 2015 WL 1867861 (D. Colo. Apr. 22, 2015)	16
<i>Stewart v. USA Tank Sales & Erection Co.</i> , No. 12-cv-5136, 2014 WL 836212 (W.D. Mo. Mar. 4, 2014)	12
<i>Suaverdez v. Circle K Stores, Inc.</i> , No. 20-cv-01035, 2021 WL 4947238 (D. Colo. June 28, 2021)	10
<i>Sullivan v. DB Invs., Inc.</i> , 667 F.3d 273 (3d Cir. 2011).....	17
<i>In re Syngenta AG MIR 162 Corn Litig.</i> , 357 F. Supp. 3d 1094 (D. Kan. 2018).....	16
<i>Tennille v. Western Union Co.</i> , 785 F.3d 422 (10th Cir. 2015)	19, 20
<i>In re Universal Serv. Fund Tel. Billing Practices Litig.</i> , No. 02-md-1468, 2011 WL 1808038 (D. Kan. May 12, 2011)	16
<i>In re Urethane Antitrust Litig.</i> , No. 04-md-1616, 2006 WL 2983047 (D. Kan. Oct. 17, 2006).....	13
<i>In re Urethane Antitrust Litig.</i> , No. 04-md-1616, 2016 WL 4060156 (D. Kan. July 29, 2016).....	16
<i>Vargas v. Ford Motor Co.</i> , No. 12-cv-8388, 2020 WL 1164066 (C.D. Cal. Mar. 5, 2020).....	15, 16

<i>In re Vitamins Antitrust Litig.</i> , No. 99-cv-197, 2000 WL 1737867 (D.D.C. Mar. 31, 2000)	17
<i>Waltman v. Georgia-Pacific, LLC</i> , 590 Fed. Appx. 799 (10th Cir. 2010).....	21
<i>Wilkerson v. Martin Marietta Corp.</i> , 171 F.R.D. 273 (D. Colo. 1997)	14
Constitutional Provisions	
U.S. Const. Amend V	4
Statutes	
28 U.S.C. § 1291	21
Packers and Stockyards Act Section 202.....	2
Sherman Act Section 1.....	2
Rules	
Fed. R. Civ. P. 23.....	<i>passim</i>
Fed. R. Civ. P. 23(a)	10
Fed. R. Civ. P. 23(b)(3).....	8, 18, 19
Fed. R. Civ. P. 23(c)(2).....	1, 18, 20
Fed. R. Civ. P. 23(c)(2)(B)	18, 19, 20
Fed. R. Civ. P. 23(e)	10, 17
Fed. R. Civ. P. 23(e)(1).....	18
Fed. R. Civ. P. 23(e)(2).....	1, 2, 10
Fed. R. Civ. P. 23(e)(2)(A)	10, 11, 12
Fed. R. Civ. P. 23(e)(2)(B)	12
Fed. R. Civ. P. 23 (e)(2)(C)	13
Fed. R. Civ. P. 23(e)(2)(C)(i).....	14
Fed. R. Civ. P. 23(e)(2)(C)(ii).....	15, 16

Fed. R. Civ. P. 23(e)(2)(C)(iv).....13

Fed. R. Civ. P. 23(e)(2)(D)17

Fed. R. Civ. P. 30(b)(1).....4

Fed. R. Civ. P. 30(b)(6).....4

Fed. R. Civ. P. 54(b)1, 21

Other Authorities

William B. Rubenstein, 4 Newberg on Class Actions (5th ed.)11, 14, 15

I. INTRODUCTION

Plaintiffs,¹ on their own behalf and on behalf of the certified settlement class (“Settlement Class”) for the settlement with Sanderson² (the “Settlement” or the “Settlement Agreement”), respectfully submit this motion and supporting memorandum for: (1) final approval of the Settlement under Federal Rule of Civil Procedure 23(e)(2);³ (2) final approval of the proposed *pro rata* plan of distribution to members of the Settlement Class; (3) a finding that the class notice program, as implemented, constituted the best notice practicable under the circumstances, comported with Federal Rule of Civil Procedure 23(c)(2) and due process and was effectuated in accordance with the Court-approved notice plan, and (4) a finding of no just reason for delay and entry of judgment under Federal Rule of Civil Procedure 54(b) as to Sanderson only in the MDL and its member cases.

Under the Settlement, Sanderson has paid \$17.75 million in cash to the Settlement Class (bringing the aggregate recoveries by Plaintiffs to \$69 million); is providing Plaintiffs with cooperation in connection with their claims against the remaining Defendant;⁴ and, has agreed not to include or enforce provisions in its contracts with members of the Settlement Class that would either mandate arbitration or bar initiation or participation in a class action for five years. As this Court previously found in its Order preliminarily approving the Settlement, and as set

¹ The court appointed Haff Poultry, Inc., Nancy Butler, Johnny Upchurch, Jonathan Walters, Myles Weaver, Marc McEntire, Karen McEntire, and Mitchell Mason as representatives for the Settlement Class. ECF No. 482 ¶ 9. Unless otherwise specified, all docket citations are to the MDL docket: No. 6:20-md-2977 (E.D. Okla.).

² Sanderson means, collectively, Sanderson Farms, Inc., Sanderson Farms, Inc. (Food Division), Sanderson Farms, Inc. (Processing Division), Sanderson Farms, Inc. (Production Division), and any and all past, present, and future parents, owners, subsidiaries, divisions, and/or departments, including but not limited to Sanderson Farms, LLC, Sanderson Farms, LLC (Food Division), Sanderson Farms, LLC (Processing Division), Sanderson Farms, LLC (Production Division), and Wayne Farms, LLC.

³ The Settlement Agreement was filed as an exhibit to Plaintiffs’ motions for preliminary approval of the Settlement. ECF No. 435-1 (Exhibit A).

⁴ “Defendants” refers to Koch, Tyson, Perdue, Sanderson, and Pilgrim’s Pride Corporation (“Pilgrim’s”). The “remaining Defendant” refers to the remaining, Non-Settling Defendant, *i.e.*, Pilgrim’s.

forth in the Plaintiffs' counsel's declarations previously filed in connection with the Settlement,⁵ the Settlement is fair, reasonable, and adequate under the criteria of Rule 23(e)(2) and the law of this Circuit. The Settlement should be finally approved.

II. BACKGROUND

A. Procedural Background

Certain Plaintiffs filed the original action in this MDL on January 27, 2017. Walker Decl. ¶ 7. Following centralization of various related actions by the Judicial Panel on Multidistrict Litigation ("JPML"), Plaintiffs filed their Consolidated Amended Class Action Complaint alleging Defendants and seventeen Co-Conspirators⁶—the largest vertically integrated Broiler⁷ processors ("Integrators") among them—conspired to suppress compensation paid to Broiler farmers ("Growers") in violation of Section 1 of the Sherman Act and Section 202 of the Packers and Stockyards Act. *See, e.g., id.* ¶¶ 8-12; *see also* Consol. Class Action Compl. ("CCAC") ¶¶ 166-179 (ECF No. 59).

This action has been pending six and a half years, over which time Plaintiffs have vigorously prosecuted their claims while Defendants have aggressively contested them at every stage. *See, e.g.,* Walker Decl. ¶¶ 13-30, 36-60, 133-134. Plaintiffs responded to numerous motions to dismiss for failure to state a claim, to compel arbitration, for improper venue, for lack

⁵ These are the Declaration of Gary I. Smith, Jr. in Support of Plaintiffs' Motion for Preliminary Approval of Settlement with Sanderson and for Certification of the Settlement Class (ECF No. 435-1) ("Smith Decl.") and the Declaration of Daniel J. Walker in Support of Plaintiffs' Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (ECF No. 517-1) ("Walker Decl.").

⁶ "Co-Conspirator" means the alleged co-conspirators identified in the CCAC: Agri Stats, Inc., Foster Farms, Mountaire Farms, Wayne Farms, George's, Inc., Peco Foods, Inc., House of Raeford Farms, Simmons Foods, Keystone Foods, Inc., 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, divisions, and/or departments, joint ventures, predecessors, and/or successors. *See* 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* Settlement Agreement ¶ 1(d).

of personal jurisdiction, and to dismiss under the “first to file” doctrine. *Id.* ¶¶ 14-17, 39-46. In order to prosecute their claims efficiently and effectively, Plaintiffs also fought for transfer to this Court by the Judicial Panel on Multidistrict Litigation (“JPML”), eventually succeeding in obtaining centralization in this District of five related actions. *Id.* ¶¶ 49-60. And Plaintiffs also prevented further enjoinder of Plaintiffs’ damages claims against Pilgrim’s Pride as a result of Pilgrim’s purported bankruptcy discharge. *Id.* ¶¶ 31-35. To further effective case management and to facilitate discovery, Plaintiffs also negotiated case management orders and stipulations covering the production of hard copy and electronic discovery, confidentiality designations, and the boundaries of expert disclosure and discovery, including renegotiating those same issues once centralization was obtained following Plaintiffs’ second trip to the JPML. *Id.* ¶¶ 61-65, 79.

Since fact discovery opened in April 2020, Plaintiffs have pursued extensive discovery in this Action,⁸ including, but not limited to, the following:

- Serving requests for production of documents on all Defendants and more than 50 subpoenas on non-parties;
- Negotiating the scope of document productions with Defendants and non-parties, which included protracted negotiations over appropriate initial (and supplemental) document custodians and electronic search methodologies, and complicated remote collections and productions in the midst of the Covid-19 pandemic with five Defendants and over fifteen alleged co-conspirators and even more innocent non-party subpoena recipients;
- Propounding several rounds of interrogatories and requests for admissions on Defendants, and negotiating the sufficiency of responses thereto;
- Responding to several rounds of interrogatories and requests for admissions served on Plaintiffs, and negotiating the sufficiency of responses thereto;
- Undertaking strategic review of the more than 1.7 million documents produced by Defendants and non-parties, consisting of more than 10 million pages and

⁸ Action includes the member cases *Haff Poultry, Inc., et al. v. Tyson Foods, Inc., et al.*, No. 6:17-cv-33 (E.D. Okla.); *In re Sanderson & Koch Broiler Chicken Grower Litig.*, No. 7:18-cv-31 (E.D.N.C.); *McEntire v. Tyson Foods, Inc., et al.*, No. 1:20-cv-2764 (D. Colo.); *Colvin v. Tyson Foods, Inc., et al.*, No. 2:20-cv-2464 (D. Kan.); and *Mason v. Tyson Foods, Inc., et al.*, No. 5:20-cv-07049 (N.D. Cal.).

structured transaction data for more than 650,000 Broiler flocks;

- Reviewing and challenging where appropriate Defendants’ privilege logs;
- Seeking production of “downstream” materials from *In re Broiler Chicken Antitrust Litig.*, No. 16-cv-8637 (N.D. Ill.);
- Taking 73 depositions under Federal Rules of Civil Procedure 30(b)(1) and 30(b)(6) and defending eight class representative depositions;
- Participating in emergency conferences before Magistrate Judge Romero concerning scheduled depositions and the invocation of the Fifth Amendment by Pilgrim’s William Lovette and Timothy Stiller; and
- Producing more than 10,000 pages of documents in response to Defendants’ requests for production, which required complicated remote collection amid the Covid-19 pandemic.

Walker Decl. ¶¶ 66-78, 80-81, 83, 86-87, 133. To secure this discovery, Plaintiffs undertook extensive negotiations with Defendants and non-parties to obtain the requisite discovery while avoiding bringing disputes to the Court where possible and engaging in motion practice, where necessary, regarding non-party depositions, privilege logs, and non-party productions. *Id.* ¶¶ 69, 82-91, 133.

Plaintiffs have also marshalled the evidence to assist the class certification and merits analyses of their economic expert, Dr. Singer. *Id.* ¶¶ 92-93, 95. Leading up to the submission of his opening report on August 19, 2022, Plaintiffs’ counsel worked extensively with Dr. Singer, and then reviewed and analyzed the opposing expert reports of Defendants’ three experts. *Id.* ¶¶ 92-95. After taking the depositions of Defendants’ experts, Plaintiffs continued to work with Dr. Singer on his rebuttal report, submitted on January 23, 2023, and defended his deposition on February 24, 2023. *Id.* ¶¶ 94-95.

Following the conclusion of expert discovery, the parties fully briefed their respective *Daubert* motions through May 2023. *Id.* ¶¶ 96-97. In addition, Plaintiffs submitted their class certification motion on March 17, 2023, and after the remaining Defendant’s opposition, Plaintiffs submitted their reply in support of class certification on June 9, 2023. *Id.* ¶ 98. Hearings were held on July 13-14, 2023, on the remaining Defendant’s *Daubert* motion and

Plaintiffs' class certification motion. *Id.* ¶ 99.⁹

B. The Settlement Negotiations and Settlement Agreement Terms

Plaintiffs negotiated the Settlement directly with Sanderson's skilled, experienced counsel. Smith Decl. ¶¶ 17-18. The parties' extensive negotiations over the course of three months resulted in the final Settlement Agreement with Sanderson, executed on February 28, 2023. *Id.* ¶¶ 19-20. At the time the Settlement was reached, Plaintiffs had made significant discovery efforts, having received more than 1.7 million documents from Defendants and non-parties, and worked extensively with their economic expert, Dr. Singer, to assist him with his class certification and merits analyses. Smith Decl. ¶¶ 6-16.

The Settlement Agreement defined the Settlement Class as follows:

All individuals and entities in the United States and its territories that were compensated for Broiler Grow-Out Services¹⁰ 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 January 27, 2013 through December 31, 2019.

Settlement Agreement ¶ 5. Under the Settlement, Sanderson provides cash and valuable cooperation to Plaintiffs and the members of the Settlement Class.

Under the Settlement, Sanderson agreed to pay \$17.75 million. Settlement Agreement ¶

⁹ Plaintiffs previously executed settlement agreements with Tyson, Perdue, and Koch, on June 30, 2021, August 11, 2021, and May 20, 2022, respectively. Walker Decl. ¶¶ 100-122. Tyson agreed to pay \$21 million, Perdue agreed to pay \$14.75 million, and Koch agreed to pay \$15.5 million. *Id.* ¶¶ 102, 114. All three also provided cooperation in this litigation pursuant to their settlement agreements. *Id.* ¶¶ 103, 115. The Court granted preliminary approval for the Tyson and Perdue settlements on August 23, 2021, ECF Nos. 144-145, and approved the form and manner of notice on that same day, ECF No. 146. Walker Decl. ¶¶ 105-107. The Tyson and Perdue notice process commenced on September 22, 2021. *Id.* ¶ 109. Both settlements were finally approved on February 18, 2022, ECF No. 285, and that same day the Court also granted Plaintiffs' motion for an award of attorneys' fees, the reimbursement of litigation expenses, and an award of interim service awards to the class representatives, ECF No. 284. Walker Decl. ¶¶ 110-111. The Court granted preliminary approval for the Koch settlement on June 10, 2022, ECF No. 367, and approved the form and manner of notice on that same day, ECF No. 366. Walker Decl. ¶¶ 117-118. The Koch notice process commenced on July 11, 2022. *Id.* ¶ 120. The settlement was finally approved on October 28, 2022, ECF No. 420, and that same day the Court also granted Plaintiffs' motion for an award of attorneys' fees and reimbursement of litigation expenses, ECF No. 419. Walker Decl. ¶¶ 121-122.

¹⁰ "Broiler Grow-Out Services" means Broiler chicken growing services. Settlement Agreement ¶ 1(c).

9. Sanderson deposited these funds in an escrow account. Walker Decl. ¶ 127; Settlement Agreement ¶ 8. No portion of the Settlement Fund reverts to Sanderson following final approval because, as discussed herein, the monetary components (net of Court-awarded fees, costs, and claims administration costs) will be distributed to the Settlement Class *pro rata*. Smith Decl. ¶¶ 22-23.

In addition to cash payments, under the Settlement Agreement, Sanderson has agreed to provide significant non-monetary consideration. First, Sanderson has agreed to provide Plaintiffs with valuable cooperation to assist their prosecution of Plaintiffs' claims against the remaining Defendant. Sanderson is required to use reasonable efforts to cooperate to authenticate documents and consider reasonable requests for additional information about Plaintiffs' Claims. Settlement Agreement ¶ 10(a). Second, for a five-year period following final judgment, Sanderson is prohibited from including or enforcing provisions in its contracts with members of the Settlement Class that would either mandate arbitration or bar initiation or participation in a class action. *Id.* ¶ 10(d).

In consideration of Sanderson's cash payments and non-monetary consideration, members of the Settlement Class agreed to release certain claims against Sanderson, relating to or referred to in the Action or arising from the factual predicates of the Action. The release covers only claims against Sanderson Released Parties.¹¹ *See* Settlement Agreement ¶ 14.

Under the Confidential Supplement incorporated into the Settlement Agreement, Sanderson has the option (but not the obligation) to rescind the Settlement Agreement under certain conditions based on the number of members of the Settlement Class that opt out of the Settlement.¹² *See* Settlement Agreement ¶ 20. The deadline to object to or opt out of the Settlement Class expired on July 31, 2023. Order Approving Notice Plan and Authorizing Issuance of Notice ¶ 5 ("Notice Order") (ECF No. 483). As of August 9, 2023, Plaintiffs' analysis reveals that only 12 opt out notices have been received and the conditions to rescind or reduce the amount of the monetary component of the Settlement Agreement have not been triggered. *See also* Section I.D., *infra* (describing the *de minimis* number of opt outs).

¹¹ Released Parties are identified in paragraph 1(q) of the Settlement Agreement.

¹² The Confidential Supplement was made available for *in camera* review. ECF No. 435 at 5 & n.8.

C. Preliminary Approval and the Proposed Notice and Claims Process

On March 3, 2023, Plaintiffs filed a motion for preliminary approval of the Settlement as well as a motion for approval of the form and manner of notice of the Settlement to the Settlement Class. ECF Nos. 435-436. The proposed notice program included direct mail notice to Growers for which Defendants and alleged Co-Conspirators provided mailing addresses. ECF No. 436 at 6-7. This direct notice was supplemented by publication notice targeted at Growers for which mailing addresses were unavailable, including publication in a trade periodical as well as in select print and media outlets that reached geographic areas in which certain alleged Co-Conspirators (that did not produce Grower addresses or pay data) contracted with Growers for Broiler Grow-Out Services. *Id.* at 7-9. The latter publication notice was directed at members of the Settlement Class for which direct notice could not be provided. *Id.* This direct mail and publication notice was supplemented by an array of additional online services, including targeted internet advertising, a social media campaign, and a settlement website. *Id.*; ECF No. 436-1 (Decl. of Steven Weisbrot on Proposed Notice Plan (“Weisbrot Notice Decl.”)) ¶¶ 19, 22-29.

Additionally, Plaintiffs included two claim forms in the direct mail notice and made them available to the members of the Settlement Class via the settlement website or upon request to Angeion (defined *infra*): a pre-populated claim form and an unpopulated claim form. ECF No. 436 at 10-12. Members of the Settlement Class for which Plaintiffs received sufficient data from Defendants and alleged Co-Conspirators reflecting Grower compensation over the class period received a claim form that was pre-populated with the payments members of the Settlement Class received for Broiler Grow-Out Services, obviating the need for those members of the Settlement Class to complete a claim form. *See* Smith Decl. ¶ 22; Weisbrot Notice Decl. Ex. D (proposed pre-populated claim form). These members of the Settlement Class are nonetheless permitted to contest the information that was pre-populated by submitting corrected information and documentation. *See* Weisbrot Notice Decl. Ex. D at 1. Members of the Settlement Class for which Plaintiffs lacked sufficient data on compensation paid by Defendants and alleged Co-Conspirators received an unpopulated claim form, which they had the option of returning with documentation reflecting their total compensation for Broiler Grow-Out Services or, alternatively, if they lack that documentation, with information from which their total compensation could be estimated. *See* Smith Decl. ¶ 23; Weisbrot Notice Decl. ¶ 14 & Ex. E.

On April 17, 2023, the Court preliminarily approved the Settlement; certified the

Settlement Class under Federal Rule of Civil Procedure 23(b)(3); appointed Hausfeld LLP and Berger Montague PC as Settlement Class Counsel; appointed Angeion Group, LLC (“Angeion”) as the claims administrator; appointed Plaintiffs as representatives of the Settlement Class; and approved the notice plan, the form of notice, and the proposed claim forms. ECF Nos. 482-483. The Court found the notice plan represented the “best notice that is practicable under the circumstances,” was “reasonably calculated to reach the members of the Settlement Class,” and met “the requirements of Federal Rule of Civil Procedure 23 and due process.” Notice Order ¶ 3.

D. Class Notice, Objections, and Exclusions

Following approval of the notice plan, Angeion provided potential members of the Settlement Class with the Court-approved notice in accord with the settlement notice program. *See generally* Declaration of Steven Weisbrot Regarding Implementation of Notice Plan (“Weisbrot Implementation Decl.”), attached hereto. Beginning on May 17, 2023, Angeion successfully mailed direct notice to 22,870 members of the Settlement Class.¹³ Weisbrot Implementation Decl. ¶¶ 5-10 & Exs. A-C.¹⁴

On the same day, Angeion launched the programmatic internet advertising banner program, which uses algorithms to identify websites most likely to be visited by members of the Settlement Class, as well as the Facebook and Instagram social media campaign, achieving a total of over 2.87 million impressions with such internet ads. *Id.* ¶¶ 11-13 & Exs. D & E. Also beginning on May 17, 2023, Angeion placed publication notice in eight local print publications to reach Growers who were less likely to be mailed direct notice. *Id.* ¶ 14 & Ex. F. Notice was also published in the national trade publication *Poultry Times*, whose readership of 13,000 includes many Growers. *Id.* ¶ 15 & Ex. G. Angeion issued a press release publicizing the Settlement that was distributed over the National and Agriculture circuits of a major newswire service to drive traffic to the settlement website. *Id.* ¶ 16 & Ex. H.

Angeion timely launched the settlement website to provide potential members of the

¹³ Angeion initially mailed direct notice to 23,978 addresses. Weisbrot Implementation Decl. ¶ 7. 1,339 of those were returned undeliverable. *Id.* ¶ 8. Following address verification searches for those addresses (skip tracing), Angeion remailed direct notice to 231 addresses. *Id.* The net successfully mailed notice packets is thus 22,870. *Id.* ¶ 9.

¹⁴ The final direct notice and claim forms provided to potential class members are attached as Exhibits A-C to the Weisbrot Implementation Declaration.

Settlement Class with information about the Settlement, which included a downloadable direct notice and an unpopulated claim form, the Settlement Agreement, court filings related to the Settlement (including Plaintiffs’ application for attorneys’ fees and costs and interim service awards), a “Frequently Asked Questions” section, a contact page allowing users to submit questions to Angeion, and a means to upload completed claims forms. *Id.* ¶ 17. Angeion also established a dedicated toll-free line, allowing callers to speak with a live operator during business hours, request a claim form, and get answers to their questions. *Id.* ¶ 19. As of August 9, 2023, there were 71,835 unique visitors on the website and 791 calls were made to the dedicated toll-free line, totaling more than 3,911 minutes (or over 65 hours of call time). *Id.* ¶¶ 18, 20.

The deadline for mailing objections to the Settlement or requests for exclusion from the Settlement Class was July 31, 2023. *See* Notice Order ¶ 5. As of August 9, 2023, 12 Growers requested exclusion from the Settlement. Weisbrot Implementation Decl. ¶ 22 & Ex. I. As of August 9, 2023, no objections have been filed. *Id.* ¶ 23.

E. The Proposed Allocation and Distribution to the Settlement Class

Members of the Settlement Class who received pre-populated claims forms—those for whom Plaintiffs possessed adequate compensation data—were notified that if they do not exclude themselves from the Settlement or contest the data in the pre-populated form they will be deemed to have accepted the pre-populated calculations. Weisbrot Implementation Decl., Ex. B at 1-3. Their settlement award will be calculated based on the compensation in the pre-populated claims form. Thus, an estimated 99 percent of the Settlement Class is eligible to receive payment from the Settlement even if they do nothing. Smith Decl. ¶ 22. Growers who received an unpopulated claim form or obtained a claim form from Angeion or the settlement website have until December 13, 2023 to return the form with completed compensation data or other information from which their Settlement award will be calculated. Notice Order ¶ 5. As of August 9, 2023, Angeion has received 56,356 Claim Form submissions or updated address submissions. Weisbrot Implementation Decl. ¶ 21.

F. Plaintiffs’ Application for Attorneys’ Fees and Litigation Costs

The notice informed members of the Settlement Class that Settlement Class Counsel would seek an award of attorneys’ fees, capped at one-third of the gross settlement fund and reimbursement of litigation costs of up to \$2.5 million. Weisbrot Implementation Decl. Ex. A at

§ 15. On July 3, 2023, Plaintiffs filed their motion for fees and costs. ECF No. 517. The petition sought an award of attorneys' fees of one-third of the gross settlement fund (or \$5,916,667 million) and reimbursement of \$972,341.98 in litigation costs. *Id.* at 19. Angeion posted the fee petition on the settlement website. Weisbrot Implementation Decl. ¶ 17.

III. ARGUMENT

A. The Proposed Settlement is Fair, Reasonable, and Adequate and Should be Finally Approved

The Settlement should be approved. Rule 23(e) requires that before finally approving a class action settlement, a court must find that the settlement is fair, reasonable, and adequate considering whether: (1) the class representatives and class counsel have adequately represented the class; (2) the proposal was negotiated at arm's length; (3) the relief provided for the class is adequate; and (4) the proposal treats class members equitably relative to one another. Fed. R. Civ. P. 23(e)(2). These considerations augment rather than supplant the traditional factors courts have considered at final approval. *Chavez Rodriguez v. Hermes Landscaping, Inc.*, No. 17-cv-2142, 2020 WL 3288059, at *2 (D. Kan. June 18, 2020). In this Circuit, those traditional factors are whether: (1) the proposed settlement was fairly and honestly negotiated; (2) serious questions of law and fact place the ultimate outcome of the litigation in doubt; (3) the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the parties judge the settlement to be fair and reasonable. *See In re Samsung Top-Load Washing Mach. Mktg., Sales Practices & Prods. Liab. Litig.*, 997 F.3d 1077, 1087 (10th Cir. 2021). With the exception of the fourth traditional factor, this Circuit's factors overlap with the considerations under Rule 23(e)(2). *Rodriguez*, 2020 WL 3288059, at *2. The Settlement warrants final approval under all of these factors.

1. Plaintiffs and Settlement Class Counsel Have Skillfully Represented the Settlement Class

In certifying the Settlement Class, the Court previously found Settlement Class Counsel and Plaintiffs adequate under Rule 23(a), ECF No. 482, which is sufficient to satisfy Rule 23(e)(2)(A). *See Suaverdez v. Circle K Stores, Inc.*, No. 20-cv-01035, 2021 WL 4947238, at *7 (D. Colo. June 28, 2021); *Lawrence v. First Fin. Inv. Fund V, LLC*, No. 19-cv-174, 2021 WL 3809083, at *6 (D. Utah Aug. 26, 2021) (Shelby, J.). Under Rule 23(e)(2)(A), courts may also evaluate "the actual performance of counsel acting on behalf of the class," including the extent of discovery taken. *Montgomery v. Cont'l Intermodal Grp. Trucking LLC*, No. 19-cv-940, 2021

WL 1339305, at *4 (D.N.M. Apr. 9, 2021) (citations and quotation omitted). The extent of discovery informs whether the settlement is made with sufficient information about the case and demonstrates that the parties have litigated in an adversarial posture. William B. Rubenstein, 4 Newberg on Class Actions § 13:49 (5th ed.); *see also Montgomery*, 2021 WL 1339305, at *4-5. Those considerations weigh in favor of approval here.

The record in this Action demonstrates Settlement Class Counsel's adequacy and the informed basis on which they and Plaintiffs negotiated the Settlement. Settlement Class Counsel have extensive experience with the prosecution and settlement of antitrust class actions.¹⁵ As discussed in Section I.A., *supra*, Settlement Class Counsel have zealously and skillfully represented the interests of Plaintiffs and the Settlement Class through over six and a half years of hotly contested litigation in five district courts, a bankruptcy court, and two visits to the JPML: they defeated multiple motions to dismiss; fought a purported bankruptcy discharge of Plaintiffs' claims; secured centralization before this Court; conducted extensive discovery, having served and negotiated production requests and interrogatories, conducted targeted review of the more than 1.7 million documents produced, and taken over 70 depositions; secured valuable cooperation from Tyson, Perdue, and Koch; worked extensively with Plaintiffs' economic expert on his class certification and merits analyses; briefed offensive and defensive *Daubert* motions and class certification; presented oral argument on the defensive *Daubert* motion and class certification; and diligently complied with the notice plan and settlement procedures. *See, e.g., Montgomery*, 2021 WL 1339305, at *4.

The Plaintiffs selected as class representatives also have actively participated in the prosecution of their claims by providing information, participating in discovery, and attending hearings, and have no conflicts with the members of the Settlement Class; each is a Grower that suffered the same harm as every member of the Settlement Class and shares the same interests of the Settlement Class in obtaining relief. *See McNeely v. Nat'l Mobile Health Care, LLC*, No. 07-cv-933, 2008 WL 4816510, at *7 (W.D. Okla. Oct. 27, 2008) (considering whether representative had interests antagonistic to the class); *McGaffin v. Argos USA, LLC*, No. 16-cv-104, 2020 WL 3491609, at *4 (S.D. Ga. June 26, 2020) (Rule 23(e)(2)(A) satisfied where

¹⁵ Settlement Class Counsel's antitrust and class action experience is described in detail in each of their firm resumes. *See* ECF Nos. 214-18 & 214-19.

representatives have same interests and claims as the class and participated in action).

2. The Settlement Was Reached After Arm's Length Negotiation¹⁶

The Settlement satisfies Rule 23(e)(2)(B), which requires courts to evaluate whether the Settlement was reached after fair and honest arm's length negotiations. Similar to Rule 23(e)(2)(A), courts evaluate whether a settlement was negotiated fairly and honestly by considering the duration of litigation and status of discovery prior to the Settlement and the adversarial nature of the process. *See Cisneros v. EP Wrap-It Insulation, LLC*, No. 19-cv-500, 2021 WL 2953117, at *6 (D.N.M. July 14, 2021) (considering degree of active litigation, disputes, and circumstances of settlement negotiations); *Blanco v. Xtreme Drilling & Coil Servs., Inc.*, No. 16-cv-249, 2020 WL 4041456, at *3 (D. Colo. July 17, 2020) (same); *Aragon v. Clear Water Prods. LLC*, No. 15-cv-02821, 2018 WL 6620724, at *3 (D. Colo. Dec. 18, 2018) (approving settlement after considering status of discovery and duration of litigation).

The record demonstrates the fairness of the negotiation process for the Settlement. As described in Section I.A., *supra*, Plaintiffs and Defendants had been engaged in adversarial litigation for over six years when the Settlement was reached. Further, the terms of the Settlement were negotiated by Plaintiffs' counsel with counsel for Sanderson over the course of three months.

The structure of the Settlement and plan of allocation and distribution—which maximizes relief to the Settlement Class—also supports a finding of arm's-length negotiations: Sanderson has no reversionary interest in the Settlement because the entirety of the net Settlement Fund is distributed to the members of the Settlement Class *pro rata*; and the Settlement does not specify attorneys' fees other than that Plaintiffs may petition the Court for an award of fees and costs from the gross Settlement Fund, the amount of which can be determined by only the Court. *Cf., e.g., In re Samsung*, 997 F.3d at 1088-91 (scrutinizing fairness of agreement that specified fee for counsel in the agreement with “kicker” provision that returned amounts not awarded by the court to defendant, not the class); *Stewart v. USA Tank Sales & Erection Co.*, No. 12-cv-5136, 2014 WL 836212, at *6 (W.D. Mo. Mar. 4, 2014) (scrutinizing settlements that provide for large reversions to the settling defendants).

¹⁶ “The Tenth Circuit’s fair and honest negotiation requirement can be subsumed under Rule 23’s second factor—arm’s-length negotiation.” *Rodriguez*, 2020 WL 3288059, at *3.

3. The Relief Provided to the Settlement Class is More Than Adequate, it is Substantial

The relief achieved for the Settlement Class is more than adequate under Rule 23(e)(2)(C), which requires that courts evaluate whether the relief provided for the class is adequate, taking into account: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and (iv) any agreement [made in connection with the Settlement].”¹⁷ Fed. R. Civ. P. 23(e)(2)(C).

The terms of the Settlement Agreement itself make clear the substantial relief afforded to members of the Settlement Class. As discussed in Section I.B., *supra*, the Settlement provides a total of \$17.75 million in cash consideration as well as meaningful cooperation that will aid Plaintiffs’ ongoing prosecution of the claims against the remaining Defendant. Courts recognize the value of cooperation in partial settlements in ongoing antitrust litigation. *See, e.g., In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 29 (D.D.C. 2019) (noting cooperation provisions weigh in favor of approval); *In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 275 (E.D. Pa. 2012) (finding cooperation throughout the course of pre-trial proceedings and trial is valuable consideration); *In re Urethane Antitrust Litig.*, No. 04-md-1616, 2006 WL 2983047, at *1 (D. Kan. Oct. 17, 2006) (approving antitrust class action settlement, noting the value of cooperation provisions). Considering the factors under Rule 23(e)(2)(C), the monetary and non-monetary consideration provide significant relief to the Settlement Class. Additionally, Sanderson’s agreement to forego inclusion or enforcement of provisions in its contracts with members of the Settlement Class that would either mandate arbitration or bar initiation or participation in a class action.

¹⁷ Rule 23(e)(2)(C)(iv) is inapplicable here. There are no agreements in connection with the Settlement. The confidential supplement incorporated into the Settlement Agreement—which sets conditions for rescission of the Settlement Agreement based on class member exclusions—are terms of the Settlement Agreement itself and are available to the Court for *in camera* review. *See supra* n.12. In any event, Plaintiffs’ analysis shows that the triggering events for the confidential supplement have not been met, mooted it.

a. The costs, risks, and delay of trial and appeal favor final approval¹⁸

Notwithstanding this substantial relief, courts must evaluate the value of settlements considering the cost and risk of continued litigation, and the delay in monetary relief should the claims proceed to trial and through appeal. This factor weighs in favor of final approval here.

Courts consider antitrust cases to be “particularly risky” and acknowledge that they are among the most complex actions to prosecute. *See, e.g., In re Lithium Ion Batteries Antitrust Litig.*, No. 13-md-2420, 2020 WL 7264559, at *15 (N.D. Cal. Dec. 10, 2020) (collecting cases). Plaintiffs remain confident in their claims, but there are complex questions of law and fact that pose risks in any antitrust litigation. Defendants have disputed and will continue to dispute the existence and scope of the alleged anticompetitive conspiracy. This “[l]egal complexity [and] factual complexity . . . all weigh in favor of settlement.” Newberg § 13:52. Additionally, although Plaintiffs are confident that the proposed class will be certified for litigation purposes, Defendants have vigorously contested class certification as well as Plaintiffs’ expert’s conclusions through a *Daubert* challenge. *See Retta v. Millennium Prods., Inc.*, No. 15-cv-1801, 2017 WL 5479637, at *5 (C.D. Cal. Aug. 22, 2017). And proceeding through class certification and summary judgment to trial, even with the strongest evidentiary arsenal, poses risks because any “ultimate jury result is uncertain, unknown and unpredictable.” *Wilkerson v. Martin Marietta Corp.*, 171 F.R.D. 273, 285 (D. Colo. 1997). This is particularly so in a complex antitrust case. *See, e.g., In re Corrugated Container Antitrust Litig.*, 659 F.2d 1322, 1327 (5th Cir. 1981) (“The complexity of an antitrust jury trial of [multiple] defendants gives rise to the very real possibility that the plaintiffs’ case could be prejudiced.”).

Absent this Settlement, with summary judgment briefing not scheduled to conclude until December 2023, trial likely a year away, and any trial outcome likely subject to a lengthy appeal process, members of the Settlement Class would need to wait years before receiving any recovery through a trial against Sanderson. Courts recognize that a class is often “better off receiving compensation now as opposed to being compensated, if at all, several years down the

¹⁸ The Tenth Circuit’s requirement that courts evaluate whether “serious questions of law and fact . . . plac[e] the ultimate outcome of the litigation in doubt and whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation. . . . largely overlap[s] and can be subsumed under” Rule 23(e)(2)(C)(i)’s evaluation of the costs, risk, and delay of trial and appeal. *Rodriguez*, 2020 WL 3288059, at *3.

line, after the matter is certified, tried, and all appeals are exhausted.” *McNeely*, 2008 WL 4816510, at *13; *see also Alvarado Partners, L.P. v. Mehta*, 723 F. Supp. 540, 547 (D. Colo. 1989) (“It has been held prudent to take a bird in the hand instead of a prospective flock in the bush.”) (quotation omitted); *Childs v. Unified Life Ins. Co.*, No. 10-cv-23, 2011 WL 6016486, at *13 (N.D. Okla. Dec. 2, 2011) (noting settlement “creates a certainty of some recovery, and eliminates doubt, meaning the possibility of no recovery after long and expensive litigation”) (quotation omitted). And by virtue of principles of joint and several liability, Plaintiffs can recover the remainder of their class-wide treble damages from the remaining Defendant.

b. The proposed method of distributing relief to the Settlement Class, including the method of processing claims, favors final approval

Plaintiffs satisfy the relevant standard for ensuring that the claims process facilitates filing legitimate claims while protecting against unduly burdensome claims procedures. Fed. R. Civ. P. 23(e)(2)(C)(ii) advisory committee notes (2018 amendments). This ensures that the claims process and distribution provide “as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible.” Newberg § 13:53; *see also Rodriguez*, 2020 WL 3288059, at *3.

The claims and notice process here ensures that an overwhelming majority of the Settlement Class will receive a distribution from the Settlement Fund without having to do anything at all. As described in Section I.C., *supra*, Plaintiffs obtained from Defendants and alleged Co-Conspirators sufficient compensation information and mailing addresses for most members of the Settlement Class, allowing them to mail claims forms that were pre-populated with the compensation information on which their settlement awards would be based. Those who receive pre-populated claims forms and do not opt out of the Settlement will automatically receive their *pro rata* shares of the Settlement Fund even if they do nothing in response to the notice, ensuring an outstanding claims rate. Courts widely recognize that claims procedures that require little or no action by settlement class members to receive a payment satisfy Rule 23(e)(2)(C)(ii). *Moreno v. Beacon Roofing Supply, Inc.*, No. 19-cv-185, 2020 WL 3960481, at *5 (S.D. Cal. July 13, 2020) (finding “claim process is not burdensome and straightforward because it does not require Class Members to submit a claim to receive compensation”); *Vargas v. Ford Motor Co.*, No. 12-cv-8388, 2020 WL 1164066, at *9 (C.D. Cal. Mar. 5, 2020) (finding method of distribution appropriate where claims forms are pre-populated); *Hale v. State Farm Mut. Auto.*

Ins. Co., No. 12-cv-660, 2018 WL 6606079, at *5 (S.D. Ill. Dec. 16, 2018) (similar).

Growers who are among the small portion of the Settlement Class for which Plaintiffs did not have sufficient claims data to provide a pre-populated claim form or whose identities were unknown (approximately one percent), need only submit a claim form with their compensation information and documentation. If they do not have that information, they may instead provide basic information to qualify for a payment, such as the name of the Defendant or alleged Co-Conspirator for whom they grew Broilers, the number of farms operated, and years those farms were in operation, from which their resulting *pro rata* share may be calculated. Weisbrot Implementation Decl. Ex. C; Weisbrot Notice Decl. Ex. E.¹⁹ A claims process that requires submission of such basic data provides for an efficient and reasonable distribution while meeting the goals of Rule 23(e)(2)(C)(ii) to ensure legitimate claims are submitted. *See, e.g., Hale*, 2018 WL 6606079, at *5 (finding claims procedure to be claimant-friendly, efficient, and cost-effective where class members whose contact information is known need not submit a claim at all and others need only submit a simple claim form); *Vargas*, 2020 WL 1164066, at *9 (requirement to submit basic documentation is reasonable).

c. The proposed award of attorneys' fees favors final approval

Here, Plaintiffs have sought an award of attorneys' fees of one-third of the gross Settlement Fund—an amount routinely recognized as falling within an acceptable range of fee awards. *Cook v. Rockwell Int'l Corp.*, No. 90-cv-181, 2017 WL 5076498, at *1 & n.1 (D. Colo. Apr. 28, 2017) (citing cases awarding fees from one-third to 40% of the common fund).²⁰ A one-third fee in class action common fund cases, including in antitrust cases, is routinely awarded. *See, e.g., In re Urethane Antitrust Litig.*, No. 04-md-1616, 2016 WL 4060156, at *8 (D. Kan. July 29, 2016) (awarding one-third of \$835 million settlement); *In re Universal Serv. Fund Tel. Billing Practices Litig.*, No. 02-md-1468, 2011 WL 1808038, at *2 (D. Kan. May 12, 2011)

¹⁹ The calculation has been made available on the settlement website.

²⁰ *See also, e.g., In re Syngenta AG MIR 162 Corn Litig.*, 357 F. Supp. 3d 1094, 1099 (D. Kan. 2018) (awarding one-third of common fund); *Shaw v. Interthinx, Inc.*, No. 13-cv-01229, 2015 WL 1867861, at *6 (D. Colo. Apr. 22, 2015) (“The customary fee awarded to class counsel in a common fund settlement is approximately one third of the total economic benefit bestowed on the class.”); *Lewis v. Wal-Mart Stores, Inc.*, No. 02-cv-0944, 2006 WL 3505851, at *1-2 (N.D. Okla. Dec. 4, 2006) (noting that a “contingency fee of one-third is relatively standard in lawsuits that settle before trial”).

(finding award of one-third of the fund falls within the range of awards deemed reasonable by courts). And, as explained in Plaintiffs' fee petition, the award is warranted under the applicable law of this Circuit. *See* ECF No. 517 at 8-18.

4. The Settlement and Proposed Plan of Distribution Treat Members of the Settlement Class Equitably

The Court-approved distribution plan treats all members of the Settlement Class equitably. As discussed in Section I.E., *supra*, Plaintiffs propose to distribute the Settlement Fund *pro rata*, based on total qualifying compensation each member of the Settlement Class received for Broiler Grow-Out Services from any Defendant or alleged Co-Conspirator during the class period as a percentage of total qualifying compensation received by all members of the Settlement Class who have valid claims. Such a *pro rata* distribution is fair and equitable because it compensates members of the Settlement Class based on their relative harm suffered.

Since the 2018 amendment of Rule 23(e) expressly required this consideration, courts have consistently found *pro rata* distribution is equitable to settlement classes. *See, e.g., In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 316 (S.D.N.Y. 2020) (in antitrust action, finding courts uniformly approve plans of allocation distributing funds on a *pro rata* basis as equitable under Rule 23(e)(2)(D)); *Perks v. Activehours, Inc.*, No. 19-cv-5543, 2021 WL 1146038, at *6 (N.D. Cal. Mar. 25, 2021) (*pro rata* distribution is “inherently equitable” because it allocates settlement proceeds based on the amount of each member’s potential damages); *Cisneros*, 2021 WL 2953117, at *10 (finding *pro rata* allocation provides equitable treatment). Even prior to the 2018 amendment, courts considered this factor and routinely found *pro rata* distribution of settlement funds in antitrust actions to be fair and reasonable. *See, e.g., In re Vitamins Antitrust Litig.*, No. 99-cv-197, 2000 WL 1737867, at *6 (D.D.C. Mar. 31, 2000) (*pro rata* distribution has “repeatedly been deemed fair and reasonable”).²¹

5. The Parties Agree that the Settlement Is Fair, Reasonable, and Adequate

Experienced counsel for both Plaintiffs and Sanderson endorse the Settlement,²² which is

²¹ *See also, e.g., Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 328 (3d Cir. 2011) (“Courts generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable.”); *In re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D. Cal. 2001) (allocation plan based on the type and extent of their injuries is generally reasonable).

²² *See* Smith Decl. ¶ 21.

a further basis to approve it. *Rodriguez*, 2020 WL 3288059, at *4 (“If all Class Members are treated equitably, counsel for both sides agree the outcome is good, and there are no objections to the Settlement Agreement, it appears the parties agree the settlement is fair and reasonable.”). Counsel’s opinion that the Settlement is fair and reasonable is entitled to “considerable weight.” *McNeely*, 2008 WL 4816510, at *13; *see also In re Dep’t of Energy Stripper Well Exemption Litig.*, 653 F. Supp. 108, 116 (D. Kan. 1986) (noting “the professional judgment of counsel involved in the litigation—who have made a determination that the settlement represents a fair allotment for their clients—is entitled to significant weight”); *Alvarado*, 723 F. Supp. at 548 (“Courts have consistently refused to substitute their business judgment for that of counsel and the parties.”). This is particularly true where, as demonstrated above, Settlement Class Counsel and the Plaintiffs have already zealously represented the interests of the Settlement Class. *See* Section I.A., *supra*.

Settlement Class Counsel are experienced antitrust litigators who, at the time of the Settlement, were extremely knowledgeable about the factual and legal issues in the case. *See, e.g.*, Walker Decl. ¶¶ 132-133. As demonstrated by Plaintiffs’ motion papers and as discussed herein, it is the opinion of Settlement Class Counsel that the Settlements offer tremendous value to the Settlement Class both because of the monetary consideration provided now and Sanderson’s ongoing cooperation through trial that will aid Plaintiffs in securing additional monetary and injunctive relief from the remaining Defendant.

The reaction of the Settlement Class demonstrates that the class members agree. Only 12 Growers have excluded themselves from the Settlement. Weisbrot Implementation Decl. ¶ 22 & Ex. I. And there have been no objections to the Settlement. *Id.* ¶ 23.

B. Notice to the Settlement Class Comported with Rule 23 and Due Process

The means and manner of notice satisfies the Federal Rules and due process. Under Rule 23(e)(1), notice of the settlement must be provided in a reasonable manner to all class members who would be bound by the proposal. Fed. R. Civ. P. 23(e)(1). Under Rule 23(c)(2) and procedural due process, the court must direct to members of a Rule 23(b)(3) monetary relief class “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. P. 23(c)(2)(B); *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) (noting constitutional guarantees and the requirements of Rule 23(c)(2)(B) are coextensive); *see also*

Tennille v. Western Union Co., 785 F.3d 422, 436 (10th Cir. 2015). Due process does not require, however, “actual notice to each party intended to be bound by the adjudication of a representative action.” *DeJulius*, 429 F.3d at 944 (emphasis in original). It is universally recognized that the method of notice used here, namely direct notice supplemented with publication notice targeted to reach class members who cannot be sent direct notice, satisfies due process and Rule 23(c)(2)(B). *See, e.g., In re Samsung Top-Load Washing Mach. Mktg., Sales Practices & Prods. Liab. Litig.*, No. 17-md-2792, 2020 WL 2616711, at *11 (W.D. Okla. May 22, 2020), *aff’d*, 997 F.3d 1077 (10th Cir. 2021).

Substantively, Rule 23(b)(3) class notices 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). 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 (quotation and citation omitted); Weisbrot Implementation Decl. Exs. A, D-H.

Here the notice plan approved by the Court and as implemented by Settlement Class Counsel and Angeion satisfies these criteria. Settlement Class Counsel obtained from Defendants and alleged Co-Conspirators mailing addresses for 23,776 members of the Settlement Class. Angeion mailed direct notice and claims forms to those addresses, and remailed notice to updated addresses for addressees whose notice was returned undeliverable, resulting in direct notice mailed to the overwhelming majority of the Settlement Class. *See* Section I.D., *supra*, Weisbrot Implementation Decl. ¶¶ 6-10.

For the remainder of the Settlement Class for which Settlement Class Counsel did not have mailing addresses, a supplemental publication notice program was implemented. Publication notice was placed in print publications in geographic locations in which members of the Settlement Class without known mailing addresses raised Broilers (in Ohio, Georgia, and North Carolina), and in a trade publication targeted at the Broiler industry. Weisbrot Implementation Decl. ¶¶ 14-15. An internet-based programmatic display advertising campaign was launched, targeting placement on websites expected to be of interest to Growers, and a

social media campaign engaged with Settlement Class members via news feed and story units, image ads, and right column ads. *Id.* ¶¶ 11-13, 16. Publication notice directed members of the Settlement Class to the settlement website where they could obtain the Settlement Agreement, the long form notice, and an unpopulated claim form. *Id.* Exs. D-H. This notice—combining direct notice to nearly all members of the Settlement Class and robust publication notice—satisfies Rule 23(c)(2) and due process. *See, e.g., In re Samsung*, 2020 WL 2616711, at *9-11.

Similarly, the substance of the notice satisfied Rule 23(c)(2)(B). The direct and publication notice informed members of the Settlement Class: (i) about the nature of the action; (ii) of the definition of the class that was being certified; (iii) about the class claims, issues, or defenses; (iv) that each has a right to enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who timely requests exclusion; (vi) how and when to request exclusion; and (vii) about the binding effect of a class judgment on members. Weisbrot Implementation Decl. Ex. A at §§ 1-3, 5, 14, 16-17; 21-24. The notice also used clear and concise language in conveying this information and identified all critical deadlines as well as the date of the fairness hearing. *See id.* Ex. A at pp. 2-3, 13. Thus, the notice met all of the requirements of Rule 23. *See Tennille*, 785 F.3d at 436-37 (finding notice adequate when notice 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) (approving 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); *In re Samsung*, 2020 WL 2616711, at *10 (approving notice that, *inter alia*, explained the nature of the action, the definition of the class certified, identified the claims, explained that the court will exclude any member who makes a timely request, and provided important deadlines).

Finally, the notice disclosed the maximum amount Plaintiffs would seek from the gross Settlement Fund for attorneys' fees and reimbursement of litigation costs. Weisbrot Implementation Decl. Ex. A at § 15. Plaintiffs' fee petition was posted on the settlement website. *Id.* ¶ 17. Members of the Settlement Class thus had adequate notice of the fee petition and an opportunity to review it prior to deciding whether to exclude themselves from or object to the Settlement. *See In re Samsung Top-load Washing Mach. Mktg., Sales Practices & Prods. Liab. Litig.*, No. 17-md-2792, 2019 WL 6118267, at *1-2 (W.D. Okla. Nov. 18, 2019).

C. Final Judgment as to Sanderson Is Proper Under Rule 54(b)

“As a general matter, the courts of appeal have jurisdiction only to review the ‘final decisions’ of district courts” pursuant to 28 U.S.C. § 1291. *Miller v. Basic Rsch., LLC*, 750 F.3d 1173, 1175–76 (10th Cir. 2014). However, where its requirements are met, “Rule 54(b) permits district courts to authorize immediate appeal of dispositive rulings on separate claims in a civil action raising multiple claims.” *Gelboim v. Bank of America Corp.*, 574 U.S. 405, 409 (2015). Specifically, Rule 54(b) permits entry of final judgment “as to one or more, but fewer than all, claims or parties” permitted that the Court determines that there is “no just reason for delay.” Fed. R. Civ. P. 54(b). In the Tenth Circuit, three requirements have evolved to guide the Court’s Rule 54(b) analysis. *First*, the “order must stem from a lawsuit that involves multiple claims.” *Waltman v. Georgia-Pacific, LLC*, 590 Fed. Appx. 799, 809 (10th Cir. 2010). *Second*, the “order must represent a final decision on at least one of the claims.” *Id.* *Finally*, the “order must include the district court’s express determination ‘that there is no just reason for delay.’” *Id.* For the same reasons advanced by Plaintiffs in their request for Rule 54(b) judgment as to Tyson and Perdue, *see* ECF No. 288, Plaintiffs respectfully submit that this standard is satisfied as to Sanderson, as well.

IV. CONCLUSION

For the forgoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement Agreement with Sanderson, grant final approval to the *pro rata* distribution, find that Sanderson has provided the appropriate notice pursuant to CAFA, find notice to the Settlement Class comported with Rule 23 and due process, and determine that there is no just cause for delay and entry of judgment as to Sanderson under Rule 54(b) is appropriate.

Dated: August 10, 2023

Respectfully submitted,

/s/ Samantha S. Derksen

Samantha Derksen*

Michael D. Hausfeld*

James J. Pizzirusso*

Melinda R. Coolidge*

HAUSFELD LLP

888 16th Street, NW, Suite 300

Washington, DC 20006

Telephone: (202) 540-7200

Facsimile: (202) 540-7201

sderksen@hausfeld.com

mhausfeld@hausfeld.com
jpizzirusso@hausfeld.com
mcoolidge@hausfeld.com

Gary I. Smith, Jr.*

Kyle G. Bates*

HAUSFELD LLP

600 Montgomery Street, Suite
3200 San Francisco, CA 94111
Telephone: (415) 633-1908
Facsimile: (415) 633-4980
gsmith@hausfeld.com
kbates@hausfeld.com

Eric L. Cramer*

Patrick F. Madden*

David Langer*

Ellen T. Noteware*

Michaela L. Wallin*

BERGER MONTAGUE PC

1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-3000
Facsimile: (215) 875-4604
ecramer@bm.net
pmadden@bm.net
dlanger@bm.net
enoteware@bm.net
mwallin@bm.net

Daniel J. Walker*

BERGER MONTAGUE PC

2001 Pennsylvania Avenue, NW Suite 300
Washington, DC 20006
Telephone: (202) 559-9745
dwalker@bm.net

***Interim Co-Lead Counsel for Plaintiffs and the
Proposed Class***

M. David Riggs

Donald M. Bingham

Kristopher Koepsel

RIGGS ABNEY NEAL TURPEN ORBISON & LEWIS

502 West Sixth Street
Tulsa, OK 74119

Telephone: (918) 699-8914
Facsimile: (918) 587-9708
driggs@riggsabney.com
don_bingham@riggsabney.com
kkoepsel@riggsabney.com

William A. Edmondson (OBA No. 2628)
RIGGS ABNEY NEAL TURPEN ORBISON & LEWIS
528 N.W. 12th Street
Oklahoma City, OK 73103
Telephone: (405) 843-9909
Facsimile: (405) 842-2913
dedmondson@riggsabney.com

***Liaison Counsel for Plaintiffs and the
Proposed Class***

Larry D. Lahman (OBA No. 5166)
Roger L. Ediger (OBA 19449)
MITCHELL DECLERK, PLLC
202 West Broadway Avenue
Enid, OK 73701
Telephone: (580) 234-5144
Facsimile: (580) 234-8890
ldl@mdpllc.com
rle@mdpllc.com

Warren T. Burns*
BURNS CHAREST, LLP
900 Jackson Street, Suite 500
Dallas, TX 75202
Telephone: (469) 904-4550
Facsimile: (469) 444-5002
wburns@burnscharest.com

Gregory L. Davis*
DAVIS & TALIAFERRO, LLC
7031 Halcyon Park Drive
Montgomery, AL 36117
Telephone: (334) 832-9080
Facsimile: (334) 409-7001
gldavis@gregdavislaw.com

Charles D. Gabriel*
CHALMERS & ADAMS LLC
North Fulton Satellite Office

5755 North Point Parkway, Suite 251
Alpharetta, GA 30022
Telephone: (678) 735-5903
Facsimile: (678) 735-5905
cdgabriel@cpblawgroup.com

Larry S. McDevitt*
David M. Wilkerson*
VAN WINKLE LAW FIRM
11 North Market Street Asheville, NC
28801 Telephone: (828) 258-2991
Facsimile: (828) 257-2767
lmcdevitt@vwlawfirm.com
dwilkerson@vwlawfirm.com

Harlan Hentges (OBA No. 17911)
HENTGES & ASSOCIATES, PLLC
102 East Thatcher Street
Edmond, OK 73034
Telephone: (405) 340-6554
Facsimile: (405) 340-6562
harlan@organiclawyers.com

John C. Whitfield*
WHITFIELD COLEMAN MONTROYA, PLLC (TN)
518 Monroe Street
Nashville, TN 37208
Telephone: (615) 921-6500
Facsimile: (615) 921-6501
jwhitfield@wcbfirm.com

J. Dudley Butler*
BUTLER FARM & RANCH LAW GROUP, PLLC
499-A Breakwater Drive
Benton, MS 39039
Telephone: (662) 673-0091
Facsimile: (662) 673-0091
jdb@farmandranchlaw.com

Daniel M. Cohen*
CUNEO GILBERT & LADUCA, LLP
4725 Wisconsin Ave., NW Suite 200
Washington, DC 20016
Telephone: (202) 789-3960
Facsimile: (202) 789-1813
Danielc@cuneolaw.com

David S. Muraskin*
PUBLIC JUSTICE, PC
1620 L Street NW, Suite 630
Washington, DC 20036
Telephone: (202) 861-5245
Facsimile: (202) 232-7203
dmuraskin@publicjustice.net

Kellie Lerner*
Meegan F. Hollywood*
Benjamin Steinberg*
ROBINS KAPLAN, LLP
1325 Avenue of the Americas, Suite
2601 New York, NY 10019
Telephone: (212) 980-7400
Facsimile: (212) 980-7499
KLerner@RobinsKaplan.com
MHollywood@RobinsKaplan.com
BSteinberg@RobinsKaplan.com

M. Stephen Dampier*
DAMPIER LAW FIRM
55 North Section Street
P.O. Box 161
Fairhope, AL 36532
Telephone: (251) 929-0900
Facsimile: (251) 929-0800
stevedampier@dampierlaw.com

Michael L. Silverman*
ROACH LANGSTON BRUNO LLP
205 North Michigan Avenue, Suite 810
Chicago, IL 60601
Telephone: (773) 969-6160
msilverman@rlbfirm.com

Grant L. Davis*
Thomas C. Jones*
Timothy Gaarder*
Thomas E. Ruzicka, Jr.*
DAVIS BETHUNE & JONES, LLC
1100 Main Street, Suite 2930
Kansas City, MO 64105
Telephone: (816) 421-1600
gdavis@dbjlaw.net

tgaarder@dbjlaw.net
tjones@dbjlaw.net
truzicka@dbjlaw.net

Robert Bonsignore, Esq.*
BONSIGNORE, TRIAL LAWYERS, PLLC
23 Forest Street
Medford, MA 02155
Telephone: (781) 350-0000
rbonsignore@class-actions.us

*Additional Class Counsel for
Plaintiffs and the Proposed Class*

* admitted *pro hac vice*

CERTIFICATE OF SERVICE

I hereby certify that on August 10, 2023, 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/ Samantha S. Derksen

Samantha S. Derksen

**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-MD-2977-RJS-CMR

Hon. Chief Judge Robert J. Shelby

Hon. Cecilia M. Romero

**DECLARATION OF STEVEN WEISBROT
REGARDING THE IMPLEMENTATION OF 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. My credentials were previously provided in the Declaration of Steven Weisbrot on Angeion Group Qualifications & Proposed Notice Plan (“Notice Plan Declaration”) (ECF No. 436-1).
3. The purpose of this declaration is to provide the parties and the Court with a summary of the work performed by Angeion to effectuate notice pursuant to the Court’s Order Approving Notice Plan and Authorizing Issuance of Notice to the Sanderson Settlement Class (ECF No. 483).

SUMMARY OF THE NOTICE PROGRAM

4. The Notice Plan approved by the Court included individual direct notice to all reasonably identifiable members of the Settlement Class via direct mail. It also included 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 were able to learn more about their rights and options pursuant to the terms

of the Settlement.

DIRECT NOTICE

5. The direct notice effort in this matter consisted of sending an individual long form notice to all members of the Settlement Class for which Plaintiffs had sufficient address information. For all members of the Settlement Class where Plaintiffs possessed sufficient structured data, a pre-populated claim form was also included with the long form notice mailing. As delineated below, the overwhelming majority of members of the Settlement Class received pre-populated claim forms. However, for those members of the Settlement Class where Plaintiffs lacked sufficient structured data to pre-populate a claim form, Settlement Class members were 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 alleged co-conspirators, including data available from Agri Stats, Inc. or, alternatively, to submit their own documentation to substantiate their *pro rata* share.

6. Between June 24, 2022 and June 29, 2022, Angeion received Grower compensation data and mailing address information for members of the Koch Settlement Class from Plaintiffs' counsel. Plaintiffs' counsel confirmed that the same information was to be utilized to send notice to the Sanderson Settlement Class. On May 3, 2023, Angeion received updated Grower compensation data and mailing address information for certain members of the Settlement Class from Plaintiffs' counsel. After review of all class data, Angeion determined 23,776 records had sufficient structured data for the Growers associated with those records to be issued direct notice with a pre-populated claim form (records that had both (a) address data and (b) compensation history data). Angeion identified 202 records providing address information but no compensation information such that those 202 Growers could not be mailed direct notice with a pre-populated claim form but could be issued direct notice with an unpopulated claim form. As part of its notice preparation, Angeion also cross-checked the data from the Tyson/Perdue and Koch Settlements. For any record that had an updated address from the Settlement Class member, skip tracing, the USPS National Change of Address database, which provides updated address information for

individuals or entities who have moved during the previous four (4) years and filed a change of address with the USPS (“NCOA”), or Plaintiffs’ counsel, Angeion made those updates to the provided data files to ensure that notice was sent to the most current address known to Angeion.

7. On May 17, 2023, Angeion commenced dissemination of the long form notice and claim form by mail to the 23,978 Growers identified in the preceding paragraph. Prior to mailing, the address information was processed through the USPS NCOA database. True and correct copies of the long form notice, pre-populated claim form and unpopulated claim form are attached as **Exhibits A, B and C**, respectively.

8. As of August 9, 2023, a total of 1,339 mailings were returned by the USPS as undeliverable. Mailings returned to Angeion by the USPS were subjected to address verification searches (“skip traces”) in an attempt to locate updated address information. In total, 231 mailings were re-mailed because of the above-described efforts.

9. In summary, as of August 9, 2023, there were 22,870 mailings sent out that were not returned undeliverable.

10. Angeion will continue skip tracing efforts through distribution and will process the records through the USPS NCOA database prior to sending out payments from the Net Settlement Fund.

MEDIA & PUBLICATON NOTICE

11. In my Notice Plan Declaration, I indicated 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). On May 17, 2023, Angeion implemented the internet banner portion of the Notice Plan using a desktop and mobile ad campaign to notify and drive Settlement Class members to the dedicated Settlement website where they could find more information about the Settlement and submit a claim form. True and correct copies of the internet banner notices are attached as **Exhibit D**.

12. In my Notice Plan Declaration, I explained that the social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media

platform. On May 17, 2023, Angeion implemented a social media campaign via Facebook to 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. A true and correct copy of the Social Media advertisements are attached hereto as **Exhibit E**.

13. The internet banner ads delivered 585,909 impressions and the Social Media ads delivered 2,287,187 impressions. An internet impression is generally defined as an instance where an advertisement loads and displays in front of a user. So if our advertisement was shown on www.cnn.com to one Internet user, for example, that would count as one impression.

14. In addition to the notice efforts described above, the Notice Plan also featured a media strategy designed to reach members of the Settlement Class via a strategically geo-targeted publication notice campaign, targeted at those geographic regions for alleged co-conspirators whose Growers are members of the Settlement Class, but which produced incomplete data making direct notice to those Growers less practicable. To that end, a 1/8-page advertisement was published one time in each of the publications listed below. True and correct copies of the tear-sheets from the publications are attached hereto as **Exhibit F**.

PUBLICATION	DATE OF PUBLICATION	CIRCULATION
Savannah Morning News	May 17, 2023	11,220
The Claxton Enterprise	May 17, 2023	3,700
Atlanta Journal Constitution	May 17, 2023	85,628
Barrow News-Journal	May 17, 2023	5,500
Goldsboro News Argus	May 18, 2023	7,000
Morganton News Herald	May 17, 2023	7,729
Wooster Daily Record	May 17, 2023	6,606
Canton Repository	May 17, 2023	14,000
TOTAL:		141,383

15. On May 22, 2023, a 1/2-page advertisement was published in the Poultry Times, which has a paid circulation of over 13,000 targeted readers, of which approximately 65% are Growers,

Integrators, and hatcheries. A true and correct copy of the tear-sheet from that publication is attached hereto as **Exhibit G**.

PRESS RELEASE

16. On May 17, 2023, Angeion caused a press release to be distributed over the National & Agriculture circuit on PR Newswire to further disseminate news of the Settlement. A true and correct copy of the press release is attached hereto as **Exhibit H**.

SETTLEMENT WEBSITE AND TOLL-FREE HOTLINE

17. On May 16, 2023, Angeion established the following website devoted to this Settlement: <https://broilergrowersantitrustsettlement.com/sanderson-settlement/>. The home page of the website includes all important dates and deadlines, a summary of Settlement Class members' legal rights and options, as well as general information about the Action and the Settlement. The website includes an "Important Documents" page where the Settlement Agreements, long-form notice, publication notice, and claim form can be found. That page also provides relevant Court orders and court filings (including Plaintiffs' Motion and Memorandum of Law in Support of Plaintiffs' Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses). Additionally, the site provides answers to frequently asked questions and a "Contact Us" page whereby Settlement Class Members can submit questions regarding the Settlement to a dedicated email address: Info@BroilerGrowersAntitrustSettlement.com. Visitors to the settlement website can download a copy of the long form notice, claim form, and other pertinent documents. Members of the Settlement Class can also submit claim forms via the Settlement Website.

18. As of August 9, 2023, the Settlement website has had 77,063 page views, 71,835 unique visitors and 73,284 sessions, which represents the number of individual sessions initiated by all users. Google defines a session as a group of user interactions within a website that take place within a given time frame. For example, a single session can contain multiple page views, events, social interactions, and ecommerce transactions, provided they occur relatively simultaneously. These figures may include visitors seeking information on the Tyson/Perdue and/or Koch matter.

19. On May 16, 2023, Angeion established the following toll-free line dedicated to this case: 1-833-907-3700. The toll-free line utilizes an interactive voice response (“IVR”) system to provide members of the Settlement Class with responses to frequently asked questions, the ability to request a claim form, and includes information about filing a claim and important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week, and has an option to speak with a live operator during normal business hours.

20. As of August 9, 2023, the toll-free line has received 791 calls totaling 3,911 minutes, which may include callers seeking information in relation to the Tyson/Perdue and/or Koch matter.

CLAIM FORM SUBMISSIONS

21. The deadline for members of the Settlement Class to submit a claim form is December 13, 2023. Submission of a claim form is not necessary to receive payment from the Settlement. Rather, Settlement Class members who were sent a pre-populated claim form will automatically receive a *pro rata* payment unless they exclude themselves from the Settlement. As of August 9, 2023, Angeion has received a total of 56,356 claim form submissions and/or updated address forms. These submissions are still subject to final audits, including the full assessment of each claim’s validity and a review for duplicate submissions. Angeion will continue to keep the parties apprised of the number of submissions received.

REQUESTS FOR EXCLUSION & OBJECTIONS TO THE SETTLEMENT

22. The deadline for members of the Settlement Class to request exclusion from the Settlement or object to the Settlement was July 31, 2023. As of August 9, 2023, Angeion has received 12 timely requests for exclusion from the Settlement. Angeion will inform the parties of any additional requests for exclusion it receives. A list containing the names of the individuals or entities requesting exclusion is attached hereto as **Exhibit I**.

23. As of August 9, 2023 Angeion has not been made aware of any objections to the Settlement.

CONCLUSION

24. The Notice Plan described herein included direct notice to all reasonably identifiable members of the Settlement Class 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 members of the Settlement Class of their rights and options pursuant to the terms of the Settlement.

25. It is my professional opinion that the Notice Plan provided full and proper notice to members of the Settlement Class before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that the Notice Plan was the best notice that is practicable under the circumstances and fully comported with due process and Federal Rule of Civil Procedure 23.

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

Dated: August 09, 2023



STEVEN WEISBROT

Exhibit A

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, A Class Action Settlement Totaling
\$17,750,000 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 Alleged 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 Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together “Sanderson”) have agreed to pay \$17.75 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 Defendant (the “Sanderson Settlement”). In addition, Sanderson has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers and on its ability to enforce provisions restricting collective or class actions brought by Broiler chicken growers against Sanderson. Sanderson Settlement §

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
EASTERN DISTRICT OF OKLAHOMA**

10. Sanderson denies that it did anything wrong and has asserted defenses to the claims against it.

- The “Settlement Class” for the Sanderson Settlement 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 Sanderson Settlement. If approved by the Court, the Sanderson Settlement will resolve all of the Settlement Class members’ claims against Sanderson and release Sanderson and their affiliates 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 Defendant 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 to submit a Claim Form with corrected information postmarked by December 13, 2023. For more information, see Question 9.</p> <p><u>If you do not submit an updated Claim Form with corrected information postmarked by December 13, 2023, 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 Sanderson in a separate lawsuit related to the legal claims this Settlement resolves. Please see Question 16, which describes the release of claims in this action.</p>	December 13, 2023 (to dispute Pre-Populated payment information)
SUBMIT A CLAIM	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 concerning the amount you were	December 13, 2023

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

	<p>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 December 13, 2023 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 Sanderson in a separate lawsuit about the legal claims this Settlement resolves regardless of whether you complete the Unpopulated Claim Form and submit it, unless you exclude yourself from the Settlement.</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 Settlement. 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 Sanderson Settlement. If you do so, you will not participate in the Settlement or get any monetary compensation from the Settlement Fund. You will keep any rights you currently have to separately sue Sanderson related to the legal claims this Settlement resolves, 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 Class but do not represent excluded parties. For more information, see Question 17.</p>	July 31, 2023
OBJECT AND/OR ATTEND A HEARING	<p>If you do not exclude yourself from the Sanderson Settlement, you still have the right to file a written objection to the Sanderson Settlement 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. 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 www.BroilerGrowersAntitrustSettlement.com for updates on the Final Approval Hearing date and location. For more information, see Questions 18, 21-23.</p>	July 31, 2023

Please note, all information you provide in connection with receiving an automatic payment or submitting a claim form in this action will be maintained as strictly confidential 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

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

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 Settlement or file an objection to the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	4
WHO IS IN THE CLASS.....	6
THE SETTLEMENT	6
HOW TO GET A PAYMENT—MAKING A CLAIM	7
THE LAWYERS REPRESENTING YOU.....	9
EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS.....	11
OBJECTING TO THE SETTLEMENT	11
THE COURT’S FAIRNESS HEARING.....	13
IF I DO NOTHING.....	14
GETTING MORE INFORMATION	14

BASIC INFORMATION

1. Why did I receive a Notice?

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

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 Foods, Inc.; Tyson Chicken Inc.; Tyson Breeders, Inc.; Tyson Poultry, Inc.; Pilgrim’s Pride Corporation; Perdue Foods, LLC; 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 noted herein, Sanderson is the Defendant that agreed to settle with Plaintiffs as described in this Notice.

“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 this Settlement, this group is referred to as the Settlement Class (*see* Questions 3 and 5 for more information about the Settlement Class and whether you are part of it).

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 Sanderson for a total of \$17,750,000 plus cooperation in the prosecution of Plaintiffs’ claims against the non-settling Defendant, Pilgrim’s Pride (note that Tyson, Perdue and Koch previously settled with Plaintiffs and the Settlement Class). In addition, Sanderson has agreed to certain restrictions on its ability to enforce arbitration provisions against Growers and on its ability to enforce provisions restricting collective or class actions brought by broiler chicken growers against Sanderson. *See* Sanderson Settlement § 10. Sanderson denies any wrongdoing.

The Sanderson Settlement does not impact the claims against the remaining non-settling Defendant Pilgrim’s Pride; this lawsuit continues against them. If the Plaintiffs reach a Settlement with the other Defendant or the Plaintiffs receive a favorable money judgment against the other Defendant at trial, you will receive additional notice of those Settlements and/or that judgment.

It is possible, however, that the remaining Defendant 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 Settlement will be posted on the website, www.BroilerGrowersAntitrustSettlement.com, 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 or Sanderson. Instead, Plaintiffs and Sanderson have agreed to the Sanderson Settlement Agreement to avoid the costs and risks of continued litigation. The Class Representatives and their attorneys think the Settlement is an excellent result, which will provide Settlement Class members with monetary compensation and cooperation from Sanderson that the Settlement Class Counsel believe will help them prosecute Plaintiffs' claims against the remaining Defendant.

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 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.

You are a member of the Settlement Class and eligible to participate in the Sanderson Settlement if you provided Broiler Grow-Out Services for any one of the Defendants or Alleged 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 Sanderson 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 1-833-907-3700 or email Info@BroilerGrowersAntitrustSettlement.com for more information.

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

THE SETTLEMENT

7. What does the Settlement provide?

Sanderson has agreed to pay \$17,750,000 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 Settlement will help the Plaintiffs pursue their claims against the remaining Defendant because Sanderson has agreed to provide certain cooperation to Plaintiffs in the litigation against the remaining Defendant and has agreed to certain restrictions on its ability to enforce arbitration provisions against Growers and restrictions on its ability to enforce bans on collective or class actions against Sanderson by Growers. Sanderson Settlement § 10. You can view the Settlement Agreement, including the release of claims, at the Settlement Website at www.BroilerGrowersAntitrustSettlement.com.

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 and to reimburse them for out-of-pocket costs they have incurred. Amounts remaining after deductions for attorneys' fees, litigation costs and other expenses (*see* Questions 3, 15) will be distributed to Settlement Class members who do not exclude themselves from the Settlement *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 Settlement are contained in the Settlement Agreement, which is available at www.BroilerGrowersAntitrustSettlement.com.

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 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, 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* Questions 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.

For information on how to make a claim, *see* Question 9 and www.BroilerGrowersAntitrustSettlement.com.

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 Alleged 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 December 13, 2023**. 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 December 13, 2023**. 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 a Claim Form to receive a payment.

An Unpopulated Claim Form can be obtained at the Settlement Website www.BroilerGrowersAntitrustSettlement.com. 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 Sanderson 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 December 13, 2023** or upload it to the Settlement Website at www.BroilerGrowersAntitrustSettlement.com 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 (Sanderson)
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
1-833-907-3700
Info@[BroilerGrowersAntitrustSettlement.com](mailto:Info@BroilerGrowersAntitrustSettlement.com)

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 Settlement and approves the allocation and distribution plan, there still may be appeals of that decision. 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 Defendant may settle the claims against it and that distribution of the proceeds from the Sanderson Settlement may be delayed so that the proceeds from multiple settlements may be distributed at the same time.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, www.BroilerGrowersAntitrustSettlement.com.

11. Will Sanderson, 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 as strictly confidential 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 the Settlement or object to the Settlement, 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 (Sanderson Settlement)
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
1-833-907-3700

Info@BroilerGrowersAntitrustSettlement.com

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:

Eric L. Cramer BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103	Melinda R. Coolidge HAUSFELD LLP 888 16th Street, NW, Suite 300 Washington, DC 20006	Gary I. Smith, Jr. HAUSFELD LLP 600 Montgomery Street, Suite 3200 San Francisco, CA 94111
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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 Questions 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 amount, and b) reimbursement for litigation costs they advanced in pursuing the Claims up to \$2.5 million, also from the Settlement Fund. 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 and reimbursement of litigation expenses at least 30 days before the deadline to object to the Settlement. The motion will be filed on the Settlement Website at www.BroilerGrowersAntitrustSettlement.com, where you will also be able to review it.

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

No. Unless you exclude yourself from the Sanderson Settlement (See Question 17 below), you will give up the right to sue Sanderson related to the legal claims the Sanderson Settlement resolves.

Details on the claims that you release unless you exclude yourself are detailed in the Sanderson Settlement, which is available at www.BroilerGrowersAntitrustSettlement.com.

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 Settlement, and you want to keep your right, if any, to sue Sanderson on your own about the legal issues in this Action, then you must exclude yourself from the Settlement Class for the Sanderson Settlement. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Sanderson Settlement is **July 31, 2023** (postmarked).

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 Class Period, along with documentation showing membership in the Settlement Class;
- an express statement that they wish to be excluded from the Sanderson Settlement 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 **July 31, 2023**:

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

If you exclude yourself from the Sanderson Settlement, you are telling the Court you do not want to be part of the Settlement. You will not be eligible to receive any money from the Settlement; you will not be eligible to object to the Settlement, and; you will keep any rights you currently have to separately sue Sanderson related to the legal claims the Settlement resolves.

OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class and do not exclude yourself from the Sanderson Settlement, you may object to the Sanderson Settlement. If you are a member of the Settlement Class and do not exclude yourself from the Sanderson Settlement, you may also object to Settlement Class Counsel’s request for attorney’s fees, unreimbursed litigation costs and expenses, and the proposed plan of allocation.

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

If you wish to object to the Sanderson Settlement, the proposed plan of allocation or distribution, or Settlement Class Counsel’s request for attorney’s fees, and unreimbursed litigations costs and expenses, you must do so in writing. To object,

you must file a document with the Court by **July 31, 2023** saying that you object to the Sanderson Settlement 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 Sanderson Settlement, the proposed plan of allocation, the request for fees and expenses, 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 Class Period;
- The specific reasons supporting the objection, along with any supporting materials or documents that you want the Court to consider;
- 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 July 31, 2023** to the Court at the following address: United States District Court for the Eastern District of Oklahoma, 101 N. 5th St., Muskogee, OK 74401.

You must also mail your objection by First Class U.S. Mail to Settlement Class Counsel and Counsel for Sanderson at each of the following addresses by **July 31, 2023**:

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 600 Montgomery Street, Suite 3200 San Francisco, CA 94111

Counsel for Sanderson
Christopher E. Ondeck PROSKAUER 1001 Pennsylvania Avenue, NW Suite 600 South Washington, DC 20004-2533

If your objection is not postmarked by **July 31, 2023** 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 Questions 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 Settlement while excluding yourself tells the Court that you do not wish to participate in the Settlement at all. You cannot object to the Sanderson Settlement if you exclude yourself from it. If you exclude yourself from the Sanderson Settlement, you cannot object to the Settlement because the Settlement no longer affects 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 the Sanderson Settlement, 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 Settlement with Sanderson?

The Court will hold a Fairness Hearing at **2:00 p.m. on August 25, 2023** in 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 www.BroilerGrowersAntitrustSettlement.com 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, www.BroilerGrowersAntitrustSettlement.com, for news of any such changes.

At this hearing, the Court will consider whether the Sanderson Settlement is 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 Fund, unreimbursed litigation costs and expenses not to exceed \$2.5 million, 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 Settlement 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 July 31, 2023**, 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 Sanderson Settlement 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 July 31, 2023.**

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 Class and will have released all your claims against Sanderson 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 Settlement available?

Yes. This notice summarizes the Settlement with Sanderson. You can review the complete Sanderson Settlement Agreement 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 www.BroilerGrowersAntitrustSettlement.com.

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 www.BroilerGrowersAntitrustSettlement.com 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 (Sanderson Settlement)
c/o Settlement Administrator
1650 Arch Street, Suite 2210

Philadelphia, PA 19103
1-833-907-3700
Info@BroilerGrowersAntitrustSettlement.com

Exhibit B

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 Class in this action, and are therefore eligible to receive payment from the Settlement with Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together “Sanderson”).

The Settlement Class includes: “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 Sanderson to receive a payment from the Sanderson 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 Sanderson 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 not submit corrected or supplemental information, you will still be eligible for and receive a payment from the Settlement 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 exclude yourself from the Settlement, you will not be able to receive a payment from the 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

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.

[BARCODE]

Settlement Administrator will have access to any information you provide, including Your identity, unless you object to or exclude yourself from the Settlement, 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.* (*beginning January 27)	2014 Comp.	2015 Comp.	2016 Comp.	2017 Comp.	2018 Comp.	2019 Comp.
<<Integrator1>	<<2013 Integr	<<2014 Integra	<<2015 Integra	<<2016 Integr	<<2017 Integr	<<2018 Integr	<<2019 Integr

Once you have reviewed the above qualifying compensation information, if you agree with the compensation information listed above, you only need to complete IRS Form W9 to receive a payment from the Sanderson Settlement. 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 Settlement Administrator as indicated in Step 6. Or update your address and submit your IRS Form W-9 by going to www.BroilerGrowersAntitrustSettlement.com. 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 you wish to provide corrected or supplemental information, proceed to Step 2.

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.

[BARCODE]

☐ 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, submit your corrected or supplemental information, and complete an IRS Form W-9 online at www.BroilerGrowersAntitrustSettlement.com. You will need your claim number and confirmation code to do so. Alternatively, you can mail this form, your supporting documentation and your IRS Form W-9 to:

In re Broiler Chicken Grower Antitrust Litigation (Sanderson)
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.* (*beginning January 27)	2014 Comp.	2015 Comp.	2016 Comp.	2017 Comp.	2018 Comp.	2019 Comp.

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

Proceed to Step 3.

[BARCODE]**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 following the instructions above.

These records may include, for example, settlement sheets for the Broiler flocks you raised or year-end 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 and submit my IRS Form W9.

<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

QUESTIONS? CALL 1-833-907-3700 TOLL FREE OR VISIT WWW.BROILERGROWERSANTITRUSTSETTLEMENT.COM

IBARCODE1
 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.

STEP 5: COMPLETE YOUR IRS FORM W-9

This settlement payment is considered income and may be reportable to you and the IRS on Form 1099-NEC. Prior to issuing you this payment, we need you to complete the enclosed IRS Form W9. In order to properly complete this form, you must provide your full legal name, mailing address, social security number or tax identification number and signature. Prior to issuing your payment we will verify with the IRS that your full legal name matches the social security number in their records. If the Grower is a business entity, the W-9 should be completed in the name of that entity and include that entity's tax identification number. If the Grower is an individual, the W-9 should be completed in the individual's name and include the individual's social security number. **A W9 Form is included with this notice mailing. Please complete the required W9 form and return it by mail with your claim number. Alternatively, you can complete a W9 form at www.BroilerGrowersAntitrustSettlement.com. If you agree with the qualified compensation information, you can simply return the completed W9 Form with your claim number notated.**

If you received a Claim Form in the name of an entity that no longer exists, please provide dissolution paperwork and complete the W-9 in the name of the individual/entity that is eligible to receive any assets of the dissolved business. If you have a sole proprietorship or if the name printed on your Claim Form is the DBA name, please provide documentation that reflects your affiliation with the entity and complete the W-9 in the name of the individual/entity that the income is taxable to. If the Class Member is deceased, you can submit a copy of the death certificate and beneficiary documentation (e.g., a will) and complete the W-9 in the name of the estate, trust, or beneficiary that the income will be taxable to.

STEP 6: SUBMIT YOUR CLAIM FORM

Mail this completed Claim Form, IRS Form W-9, and accompanying documentation to the address below, **postmarked by December 13, 2023** or upload it to the Settlement website using the instructions on the website at www.BroilerGrowersAntitrustSettlement.com **by December 13, 2023**:

In re Broiler Chicken Grower Antitrust Litigation (Sanderson)
 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. If you only need to submit your IRS Form W-9, please print your Claim Number at the top of the form before mailing to the address listed above.

QUESTIONS? CALL 1-833-907-3700 TOLL FREE OR VISIT WWW.BROILERGROWERSANTITRUSTSETTLEMENT.COM

Exhibit C

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 Class in this action and want to be eligible to share the Settlement with Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together “Sanderson”). The Settlement Class includes: “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 Sanderson to receive a payment from the Sanderson 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 December 13, 2023) or submit it through the settlement website www.BroilerGrowersAntitrustSettlement.com by December 13, 2023 to be eligible to receive a payment from the Sanderson Settlement Fund. If you exclude yourself from the Sanderson Settlement, you will not be able to receive a payment from the 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 Settlement Administrator will have access to any information you provide, including your identity, unless you object to or exclude yourself from the Settlement, 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.

COMPLETE YOUR CLAIMANT INFORMATION

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

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

**QUESTIONS? CALL 1-833-907-3700 TOLL FREE OR VISIT
WWW.BROILERGROWERSANTITRUSTSETTLEMENT.COM**

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

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* <small>(*beginning January 27)</small>	\$
2014	\$
2015	\$
2016	\$
2017	\$
2018	\$
2019	\$

The Settlement Administrator will review the compensation information you have provided. If validated by the Settlement 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 SETTLEMENT ADMINISTRATOR TO
ESTIMATE YOUR PAYMENTS OVER THE 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 Settlement 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, (3) 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 Settlement 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 Operated³	Number of Flocks⁴
2013* <small>(*beginning on January 27)</small>			
2014			
2015			
2016			

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.

2017			
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 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): _____

Title: _____

COMPLETE YOUR IRS FORM W-9

This settlement payment is considered income and may be reportable to you and the IRS on Form 1099-NEC. Prior to issuing you this payment, we need you to complete an IRS Form W9. You may download a W9 from the settlement website www.BroilerGrowersAntitrustSettlement.com. In order to properly complete this form, you must provide your full legal name, mailing address, social security number or tax identification number and signature. Prior to issuing your payment we will verify with the IRS that your full legal name matches the social security number in their records. If the Grower is a business entity, the W-9 should be completed in the name of that entity and include that entity's tax identification number. If the Grower is an individual, the W-9 should be completed in the individual's name and include the individual's social security number. **A W9 Form is included with this claim form. Please complete the required W9 form and return it by mail with your claim form. Alternatively, you can complete a W9 form when submitting your claim form online at www.BroilerGrowersAntitrustSettlement.com.**

SUBMIT YOUR CLAIM FORM

Mail this completed Claim Form, IRS Form W-9, and accompanying documentation to the address below, **postmarked by December 13, 2023** or upload it to the Settlement website using the instructions on the website at www.BroilerGrowersAntitrustSettlement.com by **December 13, 2023**:

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

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WWW.BROILERGROWERSANTITRUSTSETTLEMENT.COM**

Exhibit D

Banner Ad

160x600

If You Were
Paid to
Provide
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Chicken
Grow-Out
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Any Time
Between
January 27,
2013 and
December 31,
2019, a Class
Action
Settlement
with
Sanderson
May Affect
Your Legal
Rights.

CLICK HERE
for more
information



Banner Ad

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If You Were
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Broiler Chicken
Grow-Out
Services at Any
Time Between
January 27,
2013 and
December 31,
2019, a
Class Action
Settlement
with
Sanderson
May Affect
Your Legal
Rights.

CLICK HERE
for more
information



Banner Ad

300x50

If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, a Class Action Settlement with Sanderson May Affect Your Legal Rights.

CLICK HERE for more information



Banner Ad

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If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, You May Be Eligible for a Payment from a Class Action Settlement with Sanderson.

CLICK HERE for more information



Banner Ad

320x50

If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, a Class Action Settlement with Sanderson May Affect Your Legal Rights.

CLICK HERE for more information



Banner Ad

320x50



If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, You May Be Eligible for a Payment from a Class Action Settlement with Sanderson.

CLICK HERE for more information



Banner Ad

300x250

If You Were Paid to Provide
Broiler Chicken Grow-Out
Services at Any Time
Between January 27, 2013
and December 31, 2019, a
Class Action Settlement with
Sanderson May Affect Your
Legal Rights.

CLICK HERE for more information 

Banner Ad

300x250



The banner advertisement is a 300x250 pixel image. It features a photograph of several white broiler chickens in a farm setting on the left side. The right side of the banner has a solid green background with white text. At the bottom, there is a white bar containing a click prompt and a cursor icon.

If You Were Paid to
Provide Broiler Chicken
Grow-Out Services at
Any Time Between
January 27, 2013 and
December 31, 2019, You
May Be Eligible for a
Payment from a Class
Action Settlement with
Sanderson.

CLICK HERE for more information

Banner Ad

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If You Were Paid
to Provide Broiler
Chicken Grow-Out
Services at Any
Time Between
January 27, 2013
and December 31,
2019, a Class
Action
Settlement with
Sanderson May
Affect Your Legal
Rights.


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If You Were Paid to
Provide Broiler
Chicken Grow-Out
Services at Any Time
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2019, You May Be
Eligible for a Payment
from a Class Action
Settlement with
Sanderson.

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for more information



Banner Ad

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Banner Ad

728x90



If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, You May Be Eligible for a Payment from a Class Action Settlement with Sanderson.

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Banner Ad

970x250

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CLICK HERE for more information



Banner Ad

970x250



If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, You May Be Eligible for a Payment from a Class Action Settlement with Sanderson.

CLICK HERE for more information



Exhibit E

If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, You May Be Eligible for a Payment from a Class Action Settlement with Sanderson.



BROILERGROWERSANTITRUSTSETTLEMENT.COM

**In Re Broiler Chicken Grower Antitrust
Litigation (No. II)**

[Learn more](#)

If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, a Class Action Settlement with Sanderson May Affect Your Legal Rights.



[BROILERGROWERSANTITRUSTSETTLEMENT.COM](https://broilergrowersantitrustsettlement.com)

**In Re Broiler Chicken Grower Antitrust
Litigation (No. II)**

[Learn more](#)

If You Were Paid to Provide Broiler Chicken Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, You May Be Eligible for a Payment from a Class Action Settlement with Sanderson.



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Grow-Out Services at Any Time Between
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Affect Your Legal Rights.



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Grower Antitrust Litigatio...**

Learn more

Exhibit F

Abortion after 12 weeks banned in NC after lawmakers override gov’s veto

BY HANNAH SCHOENBAUM, GARY D. ROBERTSON AND DENISE LAVOIE
ASSOCIATED PRESS

RALEIGH — Legislation banning most abortions after 12 weeks of pregnancy will become law in North Carolina after the state’s Republican-controlled General Assembly successfully overrode the Democratic governor’s veto late Tuesday.

The House completed the second and final part of the override vote after a similar three-fifths majority — the fraction necessary — voted for the override earlier Tuesday in the Senate. The party-line outcomes represent a major victory for Republican legislative leaders who needed every GOP member on board to enact the law over Gov. Roy Cooper’s opposition.

Cooper vetoed the mea-

sure over the weekend after spending last week traveling around the state to persuade at least one Republican to side with him on the override, which would be enough to uphold his veto. But in the end, the four Republicans targeted by Cooper — including one who recently switched from the Democratic Party — voted to override.

Republicans pitched the measure as a middle-ground change to state law, which currently bans nearly all abortions after 20 weeks of pregnancy, without exceptions for rape or incest.

The votes came as abortion rights in the U.S. faced another tectonic shift with lawmakers in South Carolina and Nebraska also considering new abortion limits. North Carolina and South Carolina have been two of the few remaining



AP Photo/ Hannah Schoenbaum

Hundreds of abortion-rights supporters rally outside the North Carolina Legislative Building in Raleigh on May 13 to urge Republican legislators to sustain Democratic Gov. Roy Cooper’s veto of new abortion restrictions.

Southern states with relatively easy access. Such restrictions are possible because the U.S. Supreme Court last year struck down the landmark 1973 Roe v. Wade ruling, which established a nationwide right to abortion.

Under the bill that had been up for a vote Tuesday in the South Carolina House, abortion access would be almost entirely banned after about six weeks of pregnancy — before women often know they’re pregnant. The South Carolina state Senate previously rejected a proposal to nearly outlaw abortions.

GARDEN

FROM **PAGE A1**

said. “They’ve learned about life cycles. They’ve learned reading skills and speaking and listening skills through watching how-to videos on certain plants.

“So, I’ve been able to cover every piece of my curriculum in some way with this garden.”

Getting a little dirty after playing in the soil, Watson’s students, with the help of a few volunteers, make sure plants grow and stay healthy, while occasionally, they get to eat the fruits of their labor.

“I think the garden teaches kids about responsibility of how to take care of something, how to water it, weed and things like that,” volunteer Phyllis Smith said. “Once you put a seed in the ground, it’s got to have help.”

Watson started the garden last year after receiving a \$1,000 grant from the Tri-County Electric Membership Corp.

She used the money for planters and soil to get the garden started and to keep the cost of the garden down, Watson makes sure to recycle as many items as possible.

“We also were gifted some seeds that we have started to get some of our plants from this year, and we harvest some of our plants so we grow them the following year,” Watson said.

Growing vegetables is a new experience for many of the youngsters, such as Bella Lane and Anahi Hernandez-Perez, but they enjoy getting to plant, pick and eat the fruit and vegetables they’ve taken care of and watched grow.

“It’s really pretty, and it has a lot of plants. I like to grow flowers because they are really pretty, and butterflies go near them,” Lane said. “You have to guard it and pull all the weeds out so plants can grow.”

Hernandez-Perez said her favorite thing about gardening is getting to grow a variety of items, including one of her favorite fruits, strawberries.

“I like it because it’s fun to experiment with different things,” Hernandez-Perez said. “I like everything, but my favorite part is the strawberries because I like strawberries.”

Watson said she is glad other classes throughout the school also interact with the garden and hopes it continues growing so children can enjoy



News Argus/Aviel Smolka

Bella Lane, left, and Anahi Hernandez-Perez check the progress of their work in the garden at Brogden Primary School, on Old Mount Olive Highway in Dudley.



News Argus/Aviel Smolka

Ximena Perez Bartolon pulls weeds in the garden at Brogden Primary School in Dudley.

valuable hands-on experiences.

“I have classes where they’ve come by, and they walk and see how much growth is there, so other teachers can use what we’re doing in writing, mathematics and science,” Watson said. “It’s been an amazing project to be a part of.

“It’s hit so many pieces of curriculum and grade levels and stakeholders within the community.”

WHICHARD

FROM **PAGE A1**

His move to Wayne County will bring with it a larger school system to supervise.

When he begins as superintendent in July, Whichard said he plans to do a lot of listening to evaluate where the school system is and to look toward what the future holds for the school system.

“I do believe a lot in personal evaluations, of system progress over time and where the district is headed currently and then I will look forward to in time, perhaps, working to enhance the opportunities for Wayne County schools,” Whichard said.

Whichard attended East Carolina University and where he earned a master’s degree in school administration, in 2005, and a doctorate of education, in 2017.

He started working as an educator in Edgecombe County where he was a history and English teacher at Tarboro High School. He taught for six years before becoming the assistant principal and interim principal at Sam D. Bundy Elementa-

ry School in Pitt County, Derksen said.

He later returned to Edgecombe County Public Schools as assistant principal at SouthWest Edgecombe High School. He also worked as principal at C.B. Martin Middle School, he said. He was promoted to principal of SouthWest Edgecombe High School.

From 2015 to 2019, Whichard was assistant superintendent of human resources for Edgecombe County Public Schools. While working

as a school administrator for Edgecombe County, he also served on the Pitt County Board of Education as vice chairman and chairman, he said.

The Wayne County Board of Education began their search for a new superintendent in January, hiring the professional recruiting firm Ray and Associates, following the announced retirement plans of former superintendent David Lewis, who concluded his

career in March.

The Iowa-based search firm surveyed Wayne County residents and WCPS staff about the qualities best suited for a new superintendent in February.

Ray and Associates used the information to refine their superintendent search.

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MADE IN THE U.S.A.

OBITUARIES

Jimmy Stafford

Jimmy Preston Stafford, 76, Pikeville, died Saturday at ECU Health Medical Center.

Graveside service will be 11 a.m. Saturday at Evergreen Memorial Cemetery, Princeton.

Visitation will be 6 p.m. to 7:30 p.m. Friday at Howell Funeral Home.

Alma Rowe

Alma Lee Rowe, 70, died Sunday at UNC Health Wayne.

Graveside service will be 2 p.m. Saturday at Golden Gate Cemetery, Pikeville.

Visitation will follow the service at the cemetery.

Arrangements by Howell Funeral Home.

Bertha Wolfskeil

Bertha Smith Wolfskeil died Monday at home.

Funeral service will be 6 p.m. Friday at the Seymour Funeral Home chapel with pastor Karl Grant officiating. Burial will be 11 a.m. Monday at Wayne Memorial Park.

Visitation will follow the service.

Nellie McGinnis

Nellie Whitener McGinnis, 85, died Tuesday.

Funeral will be 7 p.m. Thursday at the Seymour Funeral Home chapel with pastor Vernon Braswell and pastor Tim Lipp officiating. Burial will be 11 a.m. Friday at Wayne Memorial Park.

Visitation is from 6 p.m. to 7 p.m. Thursday at the funeral home.

Marjorie McKinney

Marjorie Braswell McKinney, 84, died Sunday at UNC Health Wayne.

Funeral will be noon Saturday at St. Joseph FWB Church with pastor Leslie Capers officiating. Burial will follow at Wayne Memorial Park.

Visitation will be 3 p.m. to 6 p.m. at McIntyre Funeral Home.

Norma Ashley

Norma Jean Ashley died May 11 at home.

Funeral will be 10 a.m. Saturday at First Baptist Church with the Rev. Dr. Glenn Phillips officiating. Visitation will follow the service.

Arrangements by Seymour Funeral Home.

Justeen Smith

Justeen Kilpatrick Smith, Mount Olive, died Tuesday.

Funeral will be 6 p.m. Thursday at Tyndall Funeral Home. Burial will be 10 a.m. Friday at Maplewood Cemetery.

Visitation will follow the service Thursday.

Claudia Roberts

Claudia Navarra Roberts, 80, died Tuesday at Brookdale Country Day Road.

Graveside service will be 1 p.m. Monday at Wayne Memorial Park. Visitation will follow the service.

Arrangements by Seymour Funeral Home.

Hilda Rouse

Hilda Braswell Rouse, 84, died May 11 at UNC Health Wayne.

Funeral will be 4 p.m. Wednesday at Bear Creek Missionary Baptist Association Headquarters. Burial will be 11 a.m. Thursday at Old Mill Cemetery.

Arrangements by McIntyre Funeral Home.

Margie Jones

Margie D. Jones, 68, died May 8 at UNC Health Wayne.

Funeral will be 11 a.m. Friday at J.B. Rhodes Funeral Home. Burial at Wayne Memorial Park.

Visitation will be 10 a.m. to 10:45 a.m. at the funeral home.

Doris Martin

Doris Finch Heath Martin, Mount Olive, died Friday.

Funeral will be noon Saturday at Tyndall Funeral Home. Burial will be 3 p.m. Saturday at Trenton Town Cemetery.

Visitation is 11 a.m. Saturday at the funeral home.

Evelyn Warren

Evelyn Hines Warren, Faison, died Tuesday.

Graveside service is noon Friday at Faison Cemetery. Arrangements by Tyndall Funeral Home.

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, A Class Action Settlement Totalling \$17,750,000 May Affect Your Legal Rights.

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

Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together "Sanderson") have agreed to settle a class action lawsuit brought against them by broiler chicken growers who allege that Sanderson and other companies unlawfully conspired to artificially reduce the amounts they paid to broiler chicken growers for Broiler Grow-Out Services. Sanderson denies that it did anything wrong and has asserted defenses to the claims against it.

Plaintiffs are broiler chicken growers who raised broilers for Tyson, Perdue, Pilgrim's Pride, Koch, and/or Sanderson (together, "Defendants") and/or 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 does the Settlement provide? Sanderson will pay \$17,750,000 into a Settlement Fund, which will be used to pay Settlement Class members, attorneys' fees and litigation expenses, and costs for notice and Settlement administration. Sanderson will also offer certain cooperation in the ongoing litigation against the remaining non-settling Defendant and has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers and on its ability to enforce provisions restricting collective or class actions brought by broiler chicken growers against Sanderson. Sanderson Settlement §10.

Am I eligible to receive a payment from the Settlement? 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 www.BroilerGrowersAntitrustSettlement.com.

How do I get a payment from the Settlement? 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 **December 13, 2023**, to receive a payment from the Settlement Fund. 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 1-833-907-3700 or emailing Info@BroilerGrowersAntitrustSettlement.com.

What are my rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue Sanderson in separate lawsuits related to the legal claims in this lawsuit. If you want to keep your right to separately sue Sanderson, you must exclude yourself from the Settlement by **July 31, 2023**. If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by **July 31, 2023**. Complete information is available at www.BroilerGrowersAntitrustSettlement.com.

The Court's hearings. The Court will hold a hearing at **2:00 p.m. on August 25, 2023** to decide whether to approve the Settlement, grant the requested attorneys' fees of up to one-third of the gross Settlement amount, and litigation expenses not to exceed \$2.5 million. 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 www.BroilerGrowersAntitrustSettlement.com for updates as to the location of the hearing.

This notice is only a summary. For more information, including the full Notice and Settlement Agreement, visit www.BroilerGrowersAntitrustSettlement.com. email Info@BroilerGrowersAntitrustSettlement.com, or call 1-833-907-3700.

BASEBALL

MICHAEL SOROKA

Braves sticking with plan for former ace right-hander

Despite injuries, club not ready to call up Soroka.

By Justin Toscano
justin.toscano@ajc.com

ARLINGTON, TEXAS — There is a question you hear repeated over and over from Braves fans.

Why haven't the Braves called up Michael Soroka?

Any time the Braves make a decision, the baseball-operations team looks at the situation from every angle. There are multiple sides and layers to anything in this sport. In a well-thought-out decision, there probably are details that never come to light because the team would rather not reveal them.

The answer to the Soroka question actually is on the simpler side of the spectrum.

He has not pitched well enough at Triple-A Gwinnett. It's unsurprising fans

would continue to wonder why Soroka isn't yet in the major league starting rotation. After all, he became a fan favorite after bursting onto the scene and becoming one of the top starters in baseball. And now, the Braves are missing Max Fried and Kyle Wright.

This would seem like the perfect time for Soroka to complete his comeback.

But as of Tuesday, Soroka has a 5.47 ERA over 24⅓ innings across six starts. He has a 1.58 WHIP. Triple-A opponents are batting .317 versus Soroka.

His stuff has been good. His command has been inconsistent. But that's probably to be expected after such a lengthy layoff. More reps could fix that.

"He's still working through things," Braves manager Brian Snitker said in Toronto last weekend. "He hasn't pitched in a long time. As long as he's healthy, and we keep him regular because

we're going to need him before the year is over. We just need him to get settled in and get consistent starts."

The Braves don't want to yo-yo Soroka — bring him up, then send him down. If and when they eventually recall him to the majors, they want him to be a part of their rotation for the long haul. The last thing they would want to do is bring up Soroka, see him get hit hard and have to send him back down.

At this point, the Braves feel it's beneficial for Soroka to stick to his routine at Gwinnett. They've remained cautious about not disrupting that. Of course, they already would've brought him up if they thought he was ready — the Braves have shown they're willing to be aggressive with calling up players they think can help them win.

On April 18, Soroka tossed six scoreless innings with five strikeouts. It contin-

ued his hot start, as he surrendered only two earned runs over 13⅓ innings in his first three starts of the season as he stretched out.

He hasn't been as successful since.

In the start after that scoreless outing, Soroka allowed eight runs — seven earned — on 10 hits over three innings. He has given up three runs over four innings in both of the starts since that blow-up appearance.

This is part of the process for Soroka, who hasn't pitched in the major leagues since 2020. The Braves still believe he features potential, which they've shown by continuing to tender contracts to Soroka.

Soroka is putting in good work at Gwinnett. His stuff has been good. His arm strength is there.

The Braves haven't set a specific innings limit on Soroka, but they've remained mindful of his

workload. They're monitoring his innings because they want him to be able to pitch deep into October if they need it. In April, they pushed back his start because they want to manage his workload.

The Braves, down two starters, have had rotation openings. One time, they called up Dylan Dodd for a spot start versus the Marlins. They've twice deployed bullpen games. There have been opportunities for Dodd, Soroka and Jared Shuster, but the Braves still opted for those bullpen games.

This came down to the off-days, which allowed them to execute bullpen days without taxing the relievers. But the Braves also did this to try to buy time for Dodd and Shuster to improve, especially in the area of their strikeout-to-walk ratios. The Braves brought up Shuster for Tuesday's start versus the Rangers.

Meanwhile, Soroka will

continue working at Triple-A — for now. The Braves don't want to throw him around between Gwinnett and the majors. Take Wright, for example. In 2021, the Braves recalled Wright for a start against the Mets, who shelled him. The Braves then decided to simply leave Wright at Triple-A, which allowed him to develop because he had the consistency of a routine and a stable situation.

All of this goes back to this: The Braves try to put players in the best position to succeed. They want the best for Soroka, whom they seem to believe can help them at some point.

It's understandable that fans — who are eager to see Soroka pitch in a Braves uniform again — are anxious for his return.

But at this point, the Braves simply don't want him to take the mound for them once. When he comes up, they want him to stay up.

Cunningham

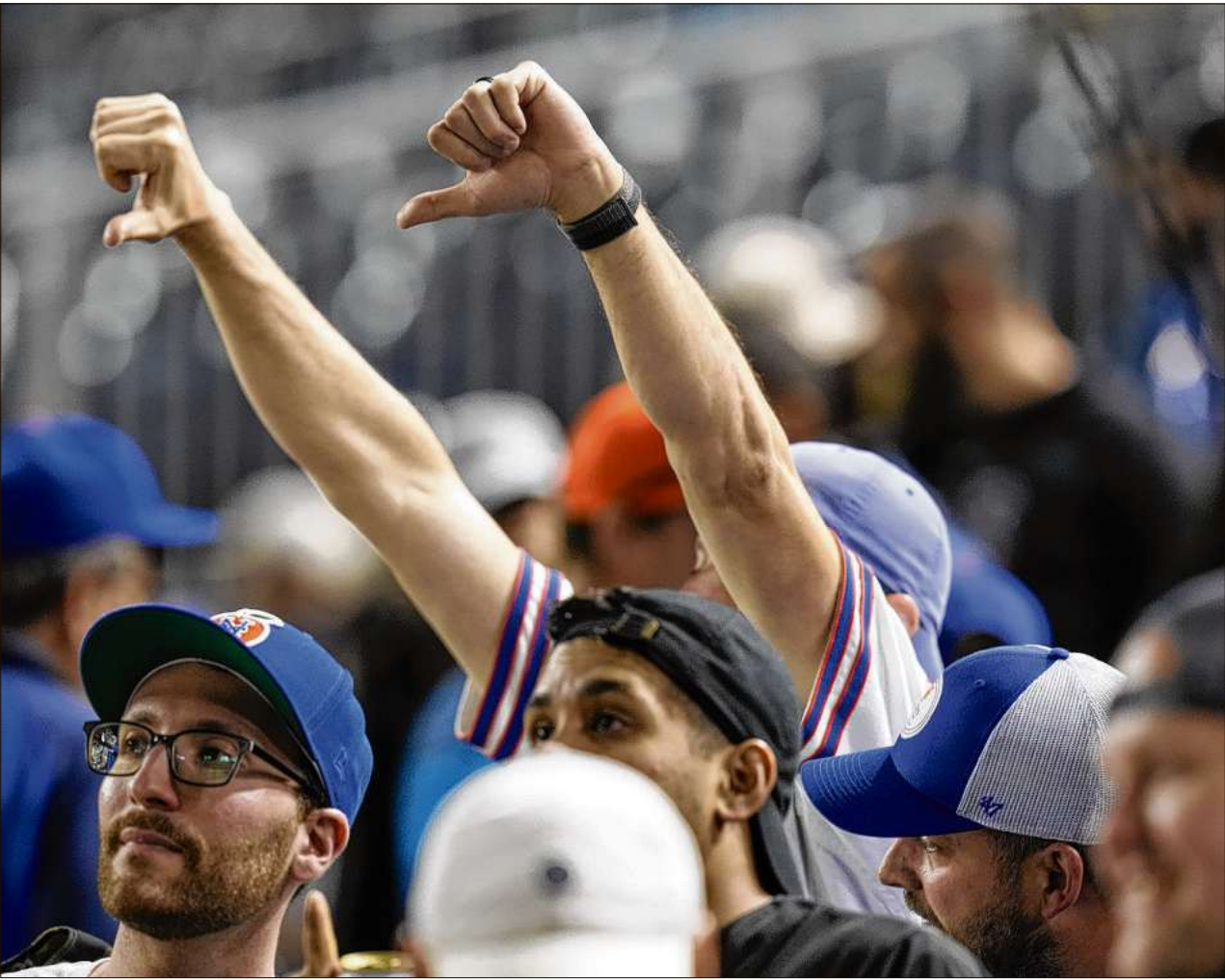
continued from B1

games behind the Braves in the National League East, two games worse than after the teams split a four-game set May 2-4. The Mets fell behind the Marlins and Phillies. They were just 1½ games ahead of the Nationals, who are years away from being competitive.

The Mets failed to win the East or a playoff series in 2022 with a \$270 million payroll. Franchise owner Steve Cohen responded by spending even more money. New York's opening-day payroll was an MLB-high \$350 million, \$70 million more than the Yankees. The Mets are projected to owe another \$115 million or so in luxury-tax payments.

Cohen has gotten a poor return on his investment so far, at least in terms of the team's on-field performance. One reason to believe the Mets can turn things around is that their expensive starting pitchers are getting healthy. But relying heavily on older pitchers with histories of injuries also is reason to think the rotation can fall apart the next time one or two of them doesn't feel right.

The Mets signed Justin Verlander, 40, to a two-year, \$87 million contract before the season. He was on the injured list until making his Mets debut May 4. Right-hander Max Scherzer, 38, pushed back his



After a weather delay Saturday, a Mets fan reacts to an announcement that the game against the Nationals would resume Sunday as part of a doubleheader at Nationals Park in Washington. The Mets split four games against the last-place Nationals. The series was supposed to be the finishing kick of a successful stretch against bad teams. ALEX BRANDON/ASSOCIATED PRESS

last start because of neck spasms. He's compiled a 4.88 ERA over five starts. Carlos Carrasco, 36, has been on the IL for a month because of elbow inflammation. He's scheduled to return soon but posted an 8.56 ERA over three April starts.

The Mets prepared for

the possibility that their older pitchers would miss time. But two pitchers they acquired for depth, Elieser Hernandez and Jose Quintana, have yet to pitch this season because of injuries. Another depth starter, David Peterson, has produced an 8.08 ERA over eight starts.

The Mets will sort out their pitching if Verlander, Scherzer and Carrasco stay healthy. Solving their issues at the plate won't be as simple. Mets hitters don't have a track record of producing much power, and sure enough, that's what's holding back the offense.

First baseman Pete Alonso has produced 13 home runs. The rest of the lineup regulars have 22 homers combined (all stats before Tuesday's games). The Mets rank 22nd of 30 MLB teams in home runs and 24th in extra-base hit rate. Those numbers help to explain why the Mets

are 23rd in runs scored per game despite ranking tied for 12th in on-base percentage.

The Mets didn't hit a homer in the four games against the Nationals. That extended their homer-less streak to 52 consecutive innings. It's the first time since 2013 the Mets didn't homer in a four-game series, according to MLB researcher Sarah Langs.

The Mets have a lot of problems to overcome that can't be solved by throwing money at them. The Braves have issues, too. The most pressing concern is that two good starters, Max Fried and Kyle Wright, are on the IL. The Braves have had to piece together so-called bullpen games to get by.

But the Braves are the anti-Mets in that everything always seems to work out with their pitching in the end. They also can rely on their offense to lift the starters. It kept humming despite missing key pieces. The Braves' lineup finally got whole again last week.

The Mets already have a lot of ground to make up on the Braves in the East. The Braves did it to the Mets last season. They were 10.5 games behind June 1 and overtook the Mets on the final weekend. That was after the Mets had fooled me into believing they were finished Mets-ing.

I'm not falling for it this time. The Mets soon will have their superior rotation back together again, but they won't catch the Braves.

DAILY LAW JOURNAL

public

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legal public notice

Pursuant to Georgia law 20-2-167.1, KIPP Metro Atlanta Collaborative will hold a public meeting to provide an opportunity for public input on its proposed annual operating budget on Wednesday, May 31, 2023, at 8:30AM. A second public meeting will be held on Wednesday, June 7, 2023, at 3:00PM. Meetings will take place virtually, please go to www.kippmetroatlanta.org to access the link for the meeting. 5-17-23 0000792335-01

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Winder council split on hours of operation at self-storage facility proposed at Gateway

By Morgan Ervin

Winder Mayor David Maynard cast a tie-breaking vote in favor of a conditional use request to allow for the operation of a self-storage facility in a general commercial zone for a property located at 0 Gateway Lane.

The council also approved a variance request to reduce the number of required parking spaces from 20 to nine at the same property.

The approved concept plan, submitted by applicant Ackerman & Company, shows a two-story building with an area of 100,840 square feet consisting of roughly 800 units.

The council was split on hours of operation, which was one of the three conditions tied to the approval. The applicant proposed the facility be open until 10 p.m., however, the council recently restricted the hours of operation of another self-storage facility located nearby to 8 p.m.

“I don’t see any reason to be in your storage unit any later than 8 p.m.,” said Councilwoman Shannon Hammond.

However, councilmembers Jimmy Terrell and Stephanie Brit said they have personally been in situations where they needed to access a storage unit after 8 p.m. Brit also pointed to people who work until 5 p.m. or later and may need the extra time to access units, especially if they are in the midst of moving.

The staff report recommended denial of the request due to its inconsistency with the intent of the 316 Innovation Corridor, which is to create employment centers and large-scale commercial uses where a location benefits from direct access to SR-316.

The staff report noted that the site is “very visible” for travelers along SR-316 and “careful thought should be given to the type of uses and architectural styles approved for the subject parcels.”

A motion to approve the re-

quest with hours of operation from 6 a.m. to 10 p.m. was approved 4-3 with councilmembers Shannon Hammond, Kobi Kilgore and Travis Singley opposed. For consistency, the council agreed to amend the hours of operation for the previously approved self-storage facility.

The council also approved the variance reducing the parking spaces from 20 to nine spaces in a 4-2 vote with Kilgore and Singley opposed.

OTHER BUSINESS

Also during its May 2 meeting, the Winder City Council:

- Approved an event permit and alcohol resolution submitted by Smokey Gringo for its anniversary party on July 15 from 5 to 10:30 p.m. on North Jackson Street between East Athens Street and East Candler Street.
- Approved an event permit submitted by the Boys and Girls Club of Winder-Barrow County for its 2023 Great Futures of Winder-Barrow 5K Road Race on Saturday, June 17.
- Approved an application for preliminary plat approval for a property located at 0 Miles Patrick Rd., requesting to subdivide the parcel into three tracts zoned low-density, single-family residential (R1).
- Approved an application for a rezone for a property located at 0 Loganville Hwy. from general commercial with conditions (B2) to general commercial (B2) with conditions in a 4-2 vote with councilmembers Jimmy Terrell and Stephanie Britt opposed.
- Approved an application for a conditional use to operate a liquor store and allow for the sale of packaged beer, wine and distilled spirits in an industrial zone for a property located at 17 Monroe Hwy., Suite B and C in a 4-2 vote with councilmembers Jimmy Terrell and Kobi Kilgore opposed.
- Approved an application for a conditional use to allow for the

operation of an automotive repair shop in a neighborhood commercial (B1) zone for a property located at 24 W. Williams St. with conditions.

- Denied an application for a conditional use to allow for the operation of a retail CBD Store in a general commercial (B2) zone in a 5-1 vote with Councilwoman Britt opposed.
- Approved proposed updates by the Georgia Initiative for Community Housing (GICH) Committee to the Urban Redevelopment Plan, which was first adopted by the City of Winder and updated in 2017.
- Approved the first reading of an amendment to Article 11 of Appendix A: The City of Winder Zoning Ordinance to comply with state law. Amendments to Articles 1-4 are pending and an additional work session for the purpose of reviewing and discussing the proposed changes was recommended by Mayor Maynard.
- Approved an authorization of the mayor to approve the final plat for 74 Williamson Street in accordance with Chapter 28 of the city’s code of ordinances and contingent upon a finding of regulatory compliance by staff and payment of fees.
- Approved a resolution agreeing to settle with Publix Super Markets, Inc. concerning the Prescription Opioid Litigation.
- Approved the implementation of policies and procedures for land use applications. These policies and procedures will allow staff and/or applicants to delay consideration of a case until deemed prepared for council review. It will also allow applicants to withdraw their application without council approval should they wish to do so.
- Postponed the finalization of the fiscal year 2024 sanitation fund budget and net position while staff looks into a discounted rate for customers aged 65 years and older.

Statham continued from 1A

they have on the community, not the current residents. However, everyone benefits from those funds.

I asked for water exploration and water independence. The city council (including four members who ran on that platform) voted no. It seems they oppose it now, rather than giving the mayor a ‘win.’ Well, we all lost. Currently, the city has nearly \$1.3 million set aside for water exploration and sewer repairs, that doesn’t come out of tax dollars.

One cannot tell the newspaper what to write, and they report on things they hear and see while viewing the meetings in person and online.

This council holds me accountable for my actions, yet you will meet in groups of three or more (constituting a forum), and this is in violation of the Open Meetings Act. This also puts the city in a liable situation, every time you meet in an unadvertised quorum.

This council says they have lost trust in my actions or motives; this is unjust and misplaced. This is exactly what you are doing here tonight.

This resolution is pointless. It is non-binding and just an opportunity to sling political mud at the expense of the taxpayers who expect professional behavior of the adults they elected to represent them all, not just the few. Rather than us engaging in pointless displays, I am asking this council here tonight, to work with me so we can make Statham a better, happier place to live and prosper.”

Following Piper’s speech, councilmember Lee Patterson provided his input on the issue via a phone call. No further remarks were made by council before it

unanimously passed the resolution.

CITY DEVELOPMENT CODE AMENDED

Council members voted Tuesday to amend the city’s development code. According to city attorney Jody Campbell, the ordinance provides for a revised appeals process to reflect legislation passed at the state capitol during the last legislative session. The ordinance also restricts rental homes in any new developments to no more than 10 percent of the homes built, barring hardship. In essence, any new 100 percent rental subdivisions are prevented.

ADDITIONAL BUILDING PERMITS DENIED

Builder D.R. Horton was denied the release of 20 additional building permits prior to completion of the planned amenities in the development.

RENTAL CONTRACT TABLED

The city of Statham has 30 days to vacate the current space in which a plotter and city documents are stored, but they voted Tuesday to table the signing of a contract with United Rentals for an 8 ft. x 40 ft. ground level office. The cost to rent the climate-controlled space from United Rentals would have been \$9900 a year, plus a \$350 delivery fee.

Councilwoman Debi Krause said that there are storage spaces near her home that would cost much less. When Piper asked whether required electricity was available in those spaces, Krause said she did not know. Council voted to hold a special-called meeting on May 24 to make a decision regarding renting the new storage space.

T. Graham Brown to perform May 19

Country music hitmaker and host of Sirius XM’s ‘Live Wire’ on Prime Country Channel 58 will be performing live at the Innovation Amphitheater in Winder on May 19 at 7 pm.

He will be singing his hit songs “Hell and High Water,” “Don’t Go to Strangers,” and “Darlene” as well as other fan favorites from throughout the years.

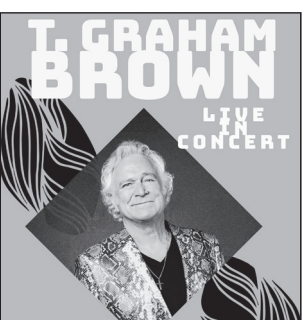
Brown’s voice will make for an unforgettable night of music and entertainment. Brown knows how to get a crowd excited and fans won’t want to miss this show as he puts his extraordinary talent and legendary career on display, along with special guest, Doug Stone.

To purchase tickets for Innovative Amphitheater on May 19th, visit etix.com/ ticket.

“It’s always a blast hitting the road and seeing everyone’s smiling faces throughout the country,” said Brown. “There is always something different with each show and we try to give a nice blend of the classics as well as some new favorites. We will see you there!”

T. Graham Brown continues to host ‘Live Wire’ on Sirius XM’s Prime Country Channel 58, with an exciting lineup of interviews and live cuts planned for December. Brown sits down with some of his closest friends and heroes, sharing never-before-heard stories from some of the biggest names in entertainment.

Brown has recorded 15 studio albums, charted more than 20 singles on the Billboard charts and has had multiple number-one hits in country, gospel and blues. Brown’s voice is also recognized from his singing in advertising campaigns for McDonald’s, Disneyland, Almond Joy, Coca-Cola, Dodge Truck, Ford, Hardee’s and many others, including the Taco Bell “Run For The Border” television spots. In early 2015, Brown released his latest Grammy-nominated album, Forever Changed, which featured collaborations with Vince Gill, Jason Crabb, The Oak Ridge Boys, Jimmy Fortune and more. In 2020, Time Life partnered with T. Graham to reissue several of his classic albums and has recently released his latest al-



Brown’s hits include “Hell and High Water,” “Don’t Go to Strangers,” “Darlene” and more.

bum Bare Bones. Brown still actively tours and is sponsored by Hillbilly Iced Tea and Lemonade and makes multiple appearances on the legendary Grand Ole Opry.

Brown’s uniqueness has made him one of the most beloved and iconic performers of the day.

YLB continued from 1A

curriculum. Each month, students explore a different aspect of leadership. Students also focus on a specific “soft skill” each month, like shaking hands, writing thank you notes, and making eye contact.

To apply for participation in YLB, students must:

- Demonstrate leadership potential (in school and/or the community).
- Be in good academic standing with clear attendance and behavior records.
- Be willing to participate in all scheduled sessions.

Youth Leadership Barrow runs from August through April. Sessions are held once a month (except December) during the school day.

2023 YLB GRADUATES:

APALACHEE HIGH

Rylan Stephenson

Daylon Taylor
Nate Valles
Alyssa Willer
Abigail Thrower
Ashton Graham
BASA
Ni’leah Moon
Nathan Meehan
Ansley Fields
Case Conaway

WINDER-BARROW

Rebeca Reyes
Emily Collum
Jada Hunt
Zaria Dotson
Madilyn Miller
Brooklyn Garrett
Sanaa Burnett



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Winder’s Stargaze and Slumber camping event set May 20-21

This Friday and Saturday, Jug Tavern Park will be transformed into a camping oasis for an overnight camping experience.

This fun, family-friendly event is great for all ages and camping experience levels.

Whether you want to bring a tent or have one set up for you, the event offers reservation options for everyone.

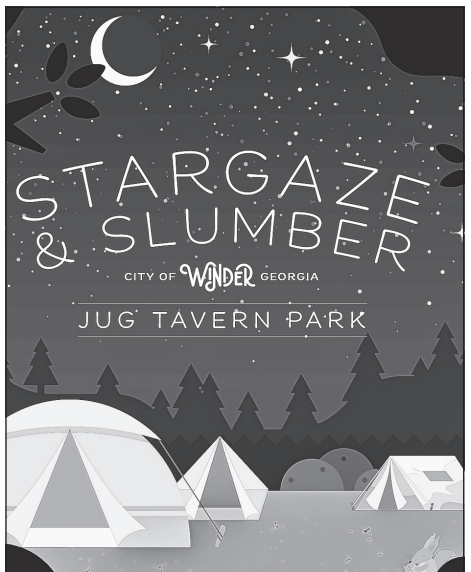
The reservation for bringing your own tent is \$10 for a 15x15 campsite that will be available to set up all camping wares.

A tent rental from the City of Winder is \$50 and also includes a 15x15 campsite with a tent already set up.

Each site is meant to accommodate four.

Remember to bring bedding and camping gear.

In addition to the unique experience of camping out at Winder’s Jug Tavern Park, campers can enjoy a movie, live entertainment, yard games, crafts, food trucks and s’mores.



Winder’s Stargaze and Slumber event gives local families a unique experience of camping out at Jug Tavern Park in downtown Winder, coupled with a movie, live entertainment, yard games, crafts, food trucks and free s’mores.

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Village

Continued from Page 1A

“right partnership at this time for either of us.”

“For us, it’s important that everything integrates and everything works together,” he said of the retail sportsbook site.

Crawford did not give a timeline for opening the retail sportsbook, but he said the physical space exists and will be appealing to a new operator given the year-round events and offerings at the Village. “We want to make sure we have the right partner,” he said.

New developments in the gaming division also include a “very large scale fantasy league” deciding to host its league draft at the Village, said Crawford, who noted such leagues are seeking out the Village.

Johnson Controls dispute going to arbitration

The executive also said the company’s ongoing dispute with Johnson Controls is scheduled for arbitration in October.

Johnson Controls previously said it was exiting a naming rights agreement because of delays with the Village development.

“We feel we have a strong case here,” Crawford said. “... I can’t guarantee an outcome, of course, but we’re continuing to champion that effort.”

Moving forward, he said, the Village will focus on attracting individual sponsors for different features, including the Center for Performance dome, water park and Play-Action Plaza.

Crawford, however, told investors there’s still lots to be optimistic about regarding the Village.

“We’re on track for record attendance at the Village this year,” he said. “That’s a very significant step forward.”

Revenue and net losses up from a year ago

A financial update also was given, with Crawford emphasizing that the Village continues to open new features, plan new elements and grow revenue amid economic challenges faced by companies of all sizes across the country.

First quarter revenue was \$3.1 million, an increase of 48% compared to the same period a year ago. Driving the increase was rental revenue at the Village and the DoubleTree by Hilton Canton Downtown, a hotel owned by Hall of Fame Resort & Entertainment, which includes the Hall of Fame Village.

Also contributing was revenue from Hall of Fame Village Media, which features football-related content, including documentaries and shows broadcast by Fox Sports. The media division and Brinx.TV also have announced a partnership to create “John Brenkus Presents: The GOAT Code,” which will “bring to life the scientific tangibles and intangibles behind the performance of the greatest players of all time.”

A first quarter net loss of \$19.6 million was reported compared to a net loss of \$8.1 million for the prior year, driven partly by increased operating expenses.

“I see growth,” said Crawford, a former executive for Walt Disney Co. and Four Seasons Hotels & Resorts. “I’ve done this multiple times; the potential for this company not only to grow, but to exceed our expectations is very good.”

Priorities include balancing expenses with revenue growth, said Crawford, who also referred to the importance of “cost containment” and profitability.



Hall of Fame Village CEO Michael Crawford, middle, is shown at a groundbreaking event in December for an indoor water park at the Hall of Fame Village in Canton, part of a development and entertainment campus being built around the Pro Football Hall of Fame. ED BALINT/CANTON REPOSITORY

“Restructuring our balance sheet” is also paramount, he explained. “The reality is we also have some very costly debt.”

Discussions are underway with lenders in an effort to address those issues because it’s important “to sustain us in the long-term,” Crawford added.

Staff cuts and restructuring moves were made recently at the Village, including the departure of Michael Levy, president of operations at the Hall of Fame Village.

“We reduced staffing in some areas and increased staffing in other areas,” Crawford said. “And why we did that is we saw opportunities for revenue growth.”

Hotel construction to begin ‘in the very near term.’

Exciting things continue to happen at the Village, Crawford said, including USFL games at the stadium and star comedian Kevin Hart’s show Thursday night.

Crawford said he’s also encouraged by the construction progress of the water park; ground broke on the \$100 million plus project in December. And “we look forward to breaking ground on the (adjacent Hilton) hotel in the very near term.”

40-foot high tower ride announced

A third ride has been announced for Play-Action Plaza at the Hall of Fame Village.

Spike It, a drop tower, will join the Red Zone, a 125-foot high wheel ride, and the Forward Pass zipline.

The new ride emulates a touchdown celebration, which often includes spiking a football.

Calling the ride unique, the Village said riders will “get to be the ball.” The ride begins by hoisting you skyward, pausing at the top and then “spiking” you back toward the ground until the magnetic brakes ultimately slow the ride at the end,” the company said.

Six people can ride at a time, experiencing “the sensation of weightlessness and rapidly changing forces,” the announcement said.

“Spike It adds to our expanding array of outdoor activities within Play-Action



Plans for opening a retail sports betting venue have been delayed at the Hall of Fame Village in Canton, but Village CEO Michael Crawford said he’s confident the entertainment campus ultimately will find the right partner for the project. PROVIDED BY HALL OF FAME VILLAGE

Plaza,” said Seth Cooper, the Village’s vice president of operations.

No opening date was given for the new attraction.

Play-Action Plaza also includes a bar area and patio, amphitheater and walking path.

Reach Ed at ebalint@gannett.com On Twitter @ebalintREP



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UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA

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Published in The Repository on May 17th, 2023

Zoning input at workshop meeting

Evans County currently has in place ordinances for mobile home and manufactured homes, and a residential subdivision ordinance that requires a two-acre minimum for construction.

Commissioner Hewett said that the most notable public feedback he had heard about adopting countywide zoning, has involved property owners against the idea of someone dictating how their land could be used. Hewett added, however, that the county already has in place ordinances that determine what can be done with some property (residential) up to a point. With the enactment of a land use plan, such zoning would also establish where other things such as commercial development can take place.

Absence of much commercial growth in the county in itself was the main factor in the lack of such zoning for business growth, Hewett noted, and the county has mainly focused on residential growth for the creation of existing ordinances.

Weaver said that countywide zoning would establish four types of land use in the county – agricultural, residential, commercial, and industrial. Outside the boundaries of the four towns within Evans County, perhaps as much as 85 percent of the land is now agricultural. As to agricultural land use, it was agreed that land’s current use for agricultural purposes would not be changed due to zoning. A zoning ordinance would follow current es-

tablished use of agricultural property, as such districts and parcels would be designated for such in countywide mapping and documents.

“With zoning, people would feel protected and more willing to invest in your county,” said Weaver.

If the commissioners decide to move forward with development of a zoning plan, one of the first steps would be for the BOC to create a zoning board. According to Weaver, a board could be comprised of a number of citizens that the commissioners might appoint – usually no fewer than three and no more than 10. She suggested that the county would need to conduct public hearings on a draft zoning proposal once it could be prepared and submitted to the BOC. However, should the county decide to pursue such a plan, HOGARC would not have an opportunity to work on its development until early 2024, as the agency now has five zoning plans in development.

Commissioner Pratt Lockwood asked Weaver about the ‘negatives’ associated with zoning, and she emphasized that such issues could be resolved through an amendment process that handled by the county’s appointed zoning board.

“A zoning ordinance will never be perfect,” she said. “It can be improved and can always be amended. We always urge you not to adopt an ordinance that is too in depth.”

ECCSS names Nutrition Coordinator, Assistant Principal at Claxton Middle

Evans County Charter School System (ECCSS) announced Friday that Jason Trotter, Claxton Middle School (CMS) Assistant Principal, is the new ECCSS School Nutrition Coordinator and Daerzio Harris as an Assistant Principal for CMS. Both Trotter and Harris will serve in the roles beginning in the upcoming school year.

Trotter is currently pursuing his Doctorate degree in Educational Leadership from Valdosta State University, a Master’s degree in Special Education from Georgia Southern University, and a Bachelor’s degree in Social Science Education from Georgia Southern University. He also holds professional certification in Educational Leadership.

Trotter taught students with disabilities (Special Education) for 10 years, served as the administrator over a school for students with emotional/behavioral disorders for five years, and was the Assistant Principal at Claxton Elementary School for five years before coming to CMS in 2021. He has served in ECCSS for eight years.

Harris obtained his Bachelor’s degree from Georgia Southern University in 2008 and a Master’s degree in Educational Leadership from Albany State University in 2022.



TROTTER



HARRIS

Harris has 15 years of experience in education and a wealth of instructional knowledge serving in varying roles such as middle school teacher (science and social studies), adjunct math professor, adult education teacher, instructional support specialist, and 5th grade (math, science, and social studies), where he served as Lead Teacher. Harris has also served in varying administrative roles such as Bus Coordinator/Discipline, Summer School Principal, and After School Program Director.

ECCSS welcomes Mr. Trotter and Mr. Harris to their new roles.

Check Presentation

the Fox Theatre Institute to our list of partners and we expect this to be a lasting partnership for many, many years to come.”

Leigh Burns, Director of the FTI gave a presentation on the background of the Fox Theatre’s history and contribution to the project here in Evans County. Burns has helped the FTI invest \$2.7 million statewide into similar theatres and museums.

The Arts and Cultural Authority of Evans

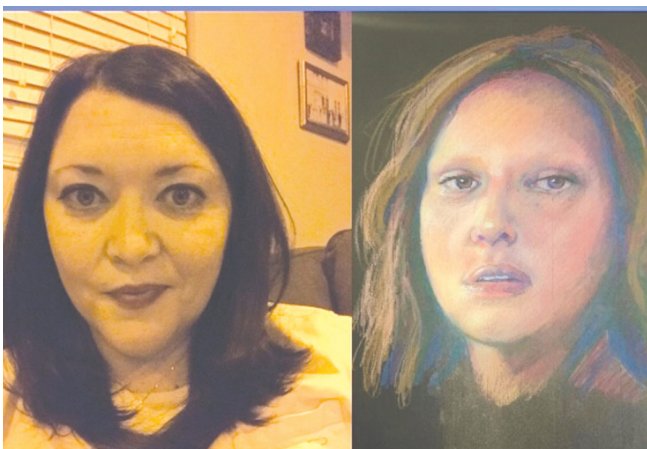
County (ACA) was awarded a financial grant in November for a total of \$69,100. The funds have since been used to assist with the installation of an elevator inside the museum, fitting with current Americans with Disabilities Act (ADA) standards. The total cost of the full renovation and construction project is an estimated \$3.1 million, with \$2.5 million currently provided to support the building.

Victim identified, suspect arrested; remains found November in Riceboro

Nicholas James Kassotis, aka Nicholas Killian James Stark, age 40, was arrested on Friday, May 12, 2023, in Lancaster, Pennsylvania. He was arrested in connection to the death of his wife, Mindi Mebane Kassotis.

Mindi’s body was found on a hunting club which covered areas in Liberty and McIntosh Counties on December 2, 2022. She was 40 years old at the time she was found in Riceboro, GA. The Kassotis’ were living in Savannah at the time of Mindi’s death.

GBI agents assigned to this investigation sought the FBI’s assistance with genealogy DNA. FBI used a lab specializing in this advanced testing and received results that furthered the investigation. The GBI interviewed family members and obtained DNA swabs for comparison to the profile created through genealogy DNA. Mindi Kassotis was identified on May 11, 2023.



GBI Forensic Artist Kelly Lawson’s composite sketch, right, helped authorities identify the victim, Mindi Mebane Kassotis, shown at left.

Nicholas Kassotis is being charged with malice murder, felony murder, aggravated assault, tampering with evidence, and removal of body parts from scene of death or dismemberment.

Initially, partial remains of a white female were discovered off Jones Road in the woods of the Portal Hunting Club in Riceboro, Liberty County, GA. Additional remains were discovered within a three-mile radius on the hunting club property in Liberty County, as well as McIntosh County. Further testing has determined that the remains were placed in the area on or around November 27, 2022.

He is being held at the Lancaster County Prison awaiting extradition to Georgia.

The GBI would like to thank FBI Atlanta and FBI Baltimore for their assistance in identifying the victim, and FBI-Lancaster, PA, U.S. Marshals Service East Pennsylvania Fugitive Task Force-Lancaster Office, Lancaster Police Department, Pennsylvania State Police, and the Liberty County Sheriff’s Office for their assistance in the arrest.

GBI Forensic Artist Kelly Lawson’s composite sketch (attached) also advanced this investigation.

More on genetic genealogy:

The focus of investigative genetic genealogy is on the construction of family trees for the persons identified as possible family members to the victim/suspect by combing

through public and government records.

FBI personnel then compare the persons identified in the family trees with the location and timing of the crime to identify the likely suspect. Lastly, the FBI seeks a comparison between the victim’s DNA and the DNA from a parent of the victim to verify the identity.

COVID-19 Public Health Emergency ended May 11

The Southeast Health District will continue to offer COVID-19 vaccines and COVID-19 testing options after the federal government ended the COVID-19 Public Health Emergency (PHE) declaration on May 11, 2023.

There is no out-of-pocket cost for vaccines or tests provided by the Southeast Health District, but for those individuals with insurance, their insurance will be billed.

COVID-19 vaccines are available at any county health department within the Southeast Health District as a walk-in service. Over-the-counter rapid COVID-19 tests are available for pickup at every Southeast Health District location. PCR testing is available in Bulloch, Coffee, Toombs and Ware counties through community partner services.

The end of the PHE doesn’t mean that COVID-19 is over. However, now that we have safe and effective vaccines, ample testing infrastructure, and most people have some level of immunity due to vaccination or infection, COVID-19 is no longer considered a public health emergency.

The Centers for Disease Control and Prevention (CDC) continues to recommend that everyone stays up to date on COVID-19 vaccinations, take a test if you are experiencing symptoms or have been exposed, and wear a high-quality mask when community COVID-19 levels are high.

More information regarding COVID-19 vaccines, COVID-19 testing and additional health department services can be found at www.sehdph.org/.

Rates to increase

total \$48 per month, \$20 for water and \$28 for sewer.

Powell noted that the city’s costs for sewer service are higher than providing water. “You haven’t

raised rates in a very long time,” he said.

He added that he would return and meet with the mayor and council again, prior to the city approving any rate increase as part of the FY 2024 budget.

WATER AND SEWER RATE COMPARISON FOR THE CITY OF CLAXTON									
	CURRENT RATES INSIDE			PROPOSED NEW RATES INSIDE					
	Water	Sewer	Total	Water	Sewer	Total	% Increase		
Zero Gallons	\$ 16.20	\$ 16.20	\$ 32.40	\$ 15.00	\$ 16.00	\$ 31.00	-4.31%		
1,000 Gallons	\$ 16.20	\$ 16.20	\$ 32.40	\$ 17.50	\$ 22.00	\$ 39.50	21.92%		
2,000 Gallons	\$ 16.20	\$ 16.20	\$ 32.40	\$ 20.00	\$ 28.00	\$ 48.00	48.16%		
3,000 Gallons	\$ 16.20	\$ 16.20	\$ 32.40	\$ 22.75	\$ 34.00	\$ 56.75	75.17%		
4,000 Gallons	\$ 19.95	\$ 19.95	\$ 39.90	\$ 25.50	\$ 40.00	\$ 65.50	64.17%		
5,000 Gallons	\$ 23.70	\$ 23.70	\$ 47.40	\$ 28.25	\$ 46.00	\$ 74.25	56.65%		
6,000 Gallons	\$ 27.55	\$ 27.55	\$ 55.10	\$ 31.25	\$ 52.00	\$ 83.25	51.10%		
7,000 Gallons	\$ 31.40	\$ 31.40	\$ 62.80	\$ 34.25	\$ 58.00	\$ 92.25	46.90%		
8,000 Gallons	\$ 35.25	\$ 35.25	\$ 70.50	\$ 37.25	\$ 64.00	\$ 101.25	43.62%		
9,000 Gallons	\$ 39.10	\$ 39.10	\$ 78.20	\$ 40.25	\$ 70.00	\$ 110.25	40.99%		
10,000 Gallons	\$ 42.95	\$ 42.95	\$ 85.90	\$ 43.25	\$ 76.00	\$ 119.25	38.83%		

Public Notice
ANNUAL HYDRANT FLUSHING
CITY OF HAGAN

As a requirement of the City of Hagan Corrosion Control Program and as mandated by the E.P.D., the City will be conducting its annual fire hydrant flushing program on Tuesday, June 13, 2023 and ending Friday, June 16, 2023. This procedure will be conducted during the hours of 8:00 a.m. and 6:00 p.m. Hydrants will be flushed throughout the entire water system, including some hydrants that are outside the city limits of Hagan.

Some residents could experience discolored water on these days, which is normal when hydrants are being flushed. If this happens, please turn on your outside water faucet and let it run until the water clears. If the brown/cloudy water problems continues after letting it run for more than 15 minutes, please notify Hagan City Hall at 739-3801.

Care should be taken to abstain from washing clothes during these hours on these days. If you have any questions concerning hydrant flushing, please contact the City of Hagan at 739-3801.

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B6 ♦ Wednesday, May 17, 2023

Legal Notices

Notice to Creditors

Having qualified as the Executor of the Estate of Clyde Eugene Shook Jr. of Burke County, North Carolina, the undersigned does hereby notify all persons, firms, and corporations having claims against the estate of said decedent to exhibit them to the undersigned on or before the 8th of August 2023, or this notice will be pleaded in the bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned. This is the 10th of May.

Rachel Shook Morris
6995 Rhodhiss Road
Connelly Springs, NC 28612

Tiffany N. Belvin
Attorney for Estate
PO Box 753
Morganton, NC 28680

Publish: May 10, 17, 24, 31, 2023.

Notice to Creditors

Having qualified as the Executor of the Estate of John Howard Louis McElrath Sr. of Burke County, North Carolina, the undersigned does hereby notify all persons, firms, and corporations having claims against the estate of said decedent to exhibit them to the undersigned on or before the 8th of August, or this notice will be pleaded in the bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned. This is the 10th of May 2023.

Vanya Lejon McElrath
1540 NC 126
Morganton, NC 28655

Tiffany N. Belvin
Attorney for Estate
PO Box 753
Morganton, NC 28680

Publish: May 10, 17, 24, 31, 2023.

OSCAR MICHAEL DONEY, III, deceased
Burke County Estate file 23 E 377
NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Oscar Michael Doney, III, late of Burke County, North Carolina, this is to notify all persons having a claim against said Estate to present such claims to the undersigned at the address recited below no later than 14 August 2023, or same will be pleaded in bar of their recovery. All persons indebted to said Estate, please make immediate payment to the undersigned at the address recited below. This 8th day of May 2023.

MELANIE ROCKETTE, Administrator
ESTATE OF OSCAR MICHAEL DONEY, III
c/o W. LEE LATTIMORE
Attorney for the Administrator
LITTLE, LATTIMORE & LEDFORD, P.A.
20 North Main Street, Marion NC 28752
828-652-8003
Publish: May 10, 17, 24, 31, 2023.

PUBLIC NOTICE is hereby given that Western Piedmont Council of Governments will hold a public hearing at its regular meeting on Tuesday, May 23, 2023 to receive comments on the WPCOG FY 2023-2024 budget. Copies of the budget are available at the office of WPCOG, 1880 2nd Ave NW, Hickory, NC. The meeting will begin at 6:45pm at the Old Rock School, Waldensian Room; 400 Main St. W; Valdese, NC 28690, at which time any persons wishing to be heard may appear.
Publish: May 17, 2023.

PUBLIC NOTICE

The Individuals with Disabilities Education Act (IDEA-Part B, Public Law 108.446) Project is presently being amended. The Project describes the special education programs that the North Carolina Schools for the Deaf and Blind proposes for Federal funding for the 2023-2024 School Year.

Interested persons are encouraged to review amendments to the Project and make comments concerning the implementation of special education under this Federal Program. All comments will be considered prior to submission of the amended Project to the North Carolina Department of Public Instruction in Raleigh, North Carolina.

The IDEA-Part B Project is open to the public for review and comments during the week of May 23-26, 2023 in the offices of:

Governor Morehead School for the Blind,
Mr. Matthew Mescall, Principal
301 Ashe Avenue
Raleigh, NC 27606
1-919-733-6192

North Carolina School for the Deaf
Mark D. Patrick, School Director
517 West Fleming Drive
Morganton, NC 28655
1-828-432-5200

Eastern North Carolina School for the Deaf
Mrs. Lisa Robbins, Director of Business and Finance
1311 US-301
Wilson, NC 27893
1-252-237-2450

Publish: May 17, 18, 19, 2023.

23 SP 50 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, BURKE COUNTY Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Kaye Decker Harris dated April 25, 2008 recorded on May 7, 2008 in Book 1762, Page 565 of the Burke County Public Registry ("Deed of Trust"), conveying certain real property in Burke County to William R. Echols, Trustee, for the benefit of Wells Fargo Bank, N.A.. Default having been made of the note thereby secured by the said Deed of Trust, and the undersigned, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on May 18, 2023 at 11:00 AM, and will sell to the highest bidder for cash the following described property situated in Burke County, North Carolina, to wit: Being all of Lot 2 of the Minor Subdivision of Troy Decker Property according to a plat of the same recorded in Plat Book 27 at Page 3 in the Office of the Register of Deeds for Burke County, North Carolina. Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 2028 Old Homeplace Road, Connelly Springs, NC 28612; Parcel ID: 0086925583 A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, payable to Bell Carrington Price & Gregg, PLLC, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing. Pursuant to N.C. Gen. Stat. § 45-21.30, if the highest bidder at the sale, resale, or any upset bidder fails to comply with its bid upon the tender of a deed for the real property, or after a bona fide attempt to tender such a deed, the clerk of superior court may, upon motion, enter an order authorizing a resale of the real property. The defaulting bidder at any sale or resale or any defaulting upset bidder is liable for the bid made, and in case a resale is had because of such default, shall remain liable to the extent that the final sale price is less than the bid plus all the costs of any resale. Any deposit or

compliance bond made by the defaulting bidder shall secure payment of the amount, if any, for which the defaulting bidder remains liable under N.C. Gen. Stat. § 45-21.30. THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX AND THE RECORDING COSTS FOR THEIR DEED. Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to any and all superior liens, including taxes and special assessments. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is Kaye Decker Harris. An Order for possession of the property may be issued pursuant to N.C. Gen. Stat. § 45-21.29, in favor of the purchaser and against the party or parties by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination [N.C. Gen. Stat. § 45-21.16(b)(2)]. If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. Cape Fear Trustee Services, LLC, Substitute Trustee, Attorney, Aaron Seagraves, NCSB No. 50979 Mat-

Legal Notices

thew Cogswell, NCSB No. 58827
5550 77 Center Drive, Suite 160
Charlotte, NC 28217 PHONE: 980-201-3840 File No.: 22-52552 59420

Publish: May 10, 17, 2023.

NOTICE

NORTH CAROLINA
BURKE COUNTY

The undersigned having qualified as Executix of the Estate of Edgar Allen Milholen, deceased, late of Burke County, North Carolina, this is to notify all persons having claims against said Estate to present them to the undersigned in care of Susan L. Haire at Starnes Aycock Law Firm, 118 North Sterling Street, Morganton, North Carolina 28655 on or before the 25th day of July, 2023, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned.

This the 24th day of April, 2023.

Sherry Darlene Bonner,
Executrix for the
Estate of Edgar Allen Milholen

PUBLISH: April 26, May 3, 10 and 17, 2023.



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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, A Class Action Settlement Totalling \$17,750,000 May Affect Your Legal Rights.

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

Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together "Sanderson") have agreed to settle a class action lawsuit brought against them by broiler chicken growers who allege that Sanderson and other companies unlawfully conspired to artificially reduce the amounts they paid to broiler chicken growers for Broiler Grow-Out Services. Sanderson denies that it did anything wrong and has asserted defenses to the claims against it.

Plaintiffs are broiler chicken growers who raised broilers for Tyson, Perdue, Pilgrim's Pride, Koch, and/or Sanderson (together, "Defendants") and/or 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 does the Settlement provide? Sanderson will pay \$17,750,000 into a Settlement Fund, which will be used to pay Settlement Class members, attorneys' fees and litigation expenses, and costs for notice and Settlement administration. Sanderson will also offer certain cooperation in the ongoing litigation against the remaining non-settling Defendant and has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers and on its ability to enforce provisions restricting collective or class actions brought by broiler chicken growers against Sanderson. Sanderson Settlement §10.

Am I eligible to receive a payment from the Settlement? 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 www.BroilerGrowersAntitrustSettlement.com.

How do I get a payment from the Settlement? 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 December 13, 2023, to receive a payment from the Settlement Fund. 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 1-833-907-3700 or emailing Info@BroilerGrowersAntitrustSettlement.com.

What are my rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue Sanderson in separate lawsuits related to the legal claims in this lawsuit. If you want to keep your right to separately sue Sanderson, you must exclude yourself from the Settlement by July 31, 2023. If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by July 31, 2023. Complete information is available at www.BroilerGrowersAntitrustSettlement.com.

The Court's hearing. The Court will hold a hearing at 2:00 p.m. on August 25, 2023 to decide whether to approve the Settlement, grant the requested attorneys' fees of up to one-third of the gross Settlement amount, and litigation expenses not to exceed \$2.5 million. 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 www.BroilerGrowersAntitrustSettlement.com for updates as to the location of the hearing.

This notice is only a summary.
For more information, including the full Notice and Settlement Agreement,
visit www.BroilerGrowersAntitrustSettlement.com,
email Info@BroilerGrowersAntitrustSettlement.com, or call 1-833-907-3700.

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NATION AND WORLD BRIEFS FROM WIRE REPORTS

Trump to Flynn: ‘We’re going to bring you back’

NEW YORK – Former President Donald Trump called into an event hosted by his former national security adviser Michael Flynn over the weekend, telling his ex-adviser, “We’re going to bring you back.”

Trump spoke via telephone at an event for Flynn’s “ReAwaken America Tour” held at the former president’s Miami resort. The retired lieutenant general, a top figure in the far-right movement, has been one of the leading proponents of Trump’s efforts to overturn the 2020 presidential election.

During the call, Flynn is seen holding a cellphone up to a microphone as Trump, on the line, says to Flynn, “You just have to stay healthy because we’re bringing you back. We’re going to bring you back.”

Flynn, who resigned from the Trump

administration less than a month after Trump’s inauguration in 2017, was charged later that year with lying to the FBI about conversations he had with the Russians on Trump’s behalf. He twice pleaded guilty, but Trump ultimately pardoned him in the final weeks of his presidency.

EU countries to ban products which fuel deforestation

BRUSSELS – The 27 European Union countries have formally adopted new rules that should help the bloc reduce its contribution to global deforestation by regulating the trade in a series of goods.

Under the legislation, companies trading palm oil, cattle, wood, coffee, cocoa, rubber and soy will need to verify that the goods they sell in the EU have not led to deforestation and forest degradation anywhere in the world since 2021. The regulation also covers derived

products such as chocolate or printed paper.

Forests are an important natural means of removing greenhouse gas emissions from the atmosphere.

Russian lawmakers vote to scrap Cold War armed forces deal

MOSCOW – Russian lawmakers on Tuesday voted unanimously to formally pull out of a key Cold War-era security deal, more than eight years after Moscow halted its participation.

The vote came less than a week after President Vladimir Putin introduced a draft bill on May 10 “denouncing” the Treaty of Conventional Armed Forces in Europe, which aimed to prevent Cold War rivals from massing forces at or near mutual borders. The deal was signed in November 1990, but not fully ratified until two years later.

Russia first announced its intention

to completely withdraw from the treaty in early 2015. On Tuesday, Putin’s designated envoy told the State Duma that NATO countries had “made it impossible” for Russia to remain in the treaty by allowing for the alliance’s expansion into Central and Eastern Europe.

Syria’s president invited to UAE-hosted COP28 climate

DUBAI, United Arab Emirates – Syria’s embattled President Bashar Assad received an invitation to attend the upcoming COP28 climate talks in Dubai later this year, even as the yearslong war in his country over his rule grinds on.

A brutal crackdown by Assad’s government on demonstrators in a 2011 Arab Spring uprising challenging his rule descended into a civil war and consequently became a regional conflict. The war has killed half a million people and displaced half of Syria’s population.

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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, A Class Action Settlement Totaling \$17,750,000 May Affect Your Legal Rights.

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

Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together “Sanderson”) have agreed to settle a class action lawsuit brought against them by broiler chicken growers who allege that Sanderson and other companies unlawfully conspired to artificially reduce the amounts they paid to broiler chicken growers for Broiler Grow-Out Services. Sanderson denies that it did anything wrong and has asserted defenses to the claims against it.

Plaintiffs are broiler chicken growers who raised broilers for Tyson, Perdue, Pilgrim’s Pride, Koch, and/or Sanderson (together, “Defendants”) and/or 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 does the Settlement provide? Sanderson will pay \$17,750,000 into a Settlement Fund, which will be used to pay Settlement Class members, attorneys’ fees and litigation expenses, and costs for notice and Settlement administration. Sanderson will also offer certain cooperation in the ongoing litigation against the remaining non-settling Defendant and has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers and on its ability to enforce provisions restricting collective or class actions brought by broiler chicken growers against Sanderson. Sanderson Settlement \$10.

Am I eligible to receive a payment from the Settlement? 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 www.BroilerGrowersAntitrustSettlement.com.

How do I get a payment from the Settlement? 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 **December 13, 2023**, to receive a payment from the Settlement Fund. 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 1-833-907-3700 or emailing Info@BroilerGrowersAntitrustSettlement.com.

What are my rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue Sanderson in separate lawsuits related to the legal claims in this lawsuit. If you want to keep your right to separately sue Sanderson, you must exclude yourself from the Settlement by **July 31, 2023**. If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by **July 31, 2023**. Complete information is available at www.BroilerGrowersAntitrustSettlement.com.

The Court’s hearing. The Court will hold a hearing at 2:00 p.m. on **August 25, 2023** to decide whether to approve the Settlement, grant the requested attorneys’ fees of up to one-third of the gross Settlement amount, and litigation expenses not to exceed \$2.5 million. 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 www.BroilerGrowersAntitrustSettlement.com for updates as to the location of the hearing.

This notice is only a summary.
For more information, including the full Notice and Settlement Agreement, visit www.BroilerGrowersAntitrustSettlement.com, email Info@BroilerGrowersAntitrustSettlement.com, or call 1-833-907-3700.

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If You Were Paid to Provide Broiler Grow-Out Services at Any Time Between January 27, 2013 and December 31, 2019, A Class Action Settlement Totalling \$17,750,000 May Affect Your Legal Rights.

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Sanderson Farms, Inc.; Sanderson Farms, Inc. (Food Division); Sanderson Farms, Inc. (Processing Division); and Sanderson Farms, Inc. (Production Division) (together "Sanderson") have agreed to settle a class action lawsuit brought against them by broiler chicken growers who allege that Sanderson and other companies unlawfully conspired to artificially reduce the amounts they paid to broiler chicken growers for Broiler Grow-Out Services. Sanderson denies that it did anything wrong and has asserted defenses to the claims against it.

Plaintiffs are broiler chicken growers who raised broilers for Tyson, Perdue, Pilgrim's Pride, Koch, and/or Sanderson (together, "Defendants") and/or 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 does the Settlement provide? Sanderson will pay \$17,750,000 into a Settlement Fund, which will be used to pay Settlement Class members, attorneys' fees and litigation expenses, and costs for notice and Settlement administration. Sanderson will also offer certain cooperation in the ongoing litigation against the remaining non-settling Defendant and has agreed to certain restrictions on its ability to enforce arbitration provisions against broiler chicken growers and on its ability to enforce provisions restricting collective or class actions brought by broiler chicken growers against Sanderson. Sanderson Settlement §10.

Am I eligible to receive a payment from the Settlement? 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 www.BroilerGrowersAntitrustSettlement.com.

How do I get a payment from the Settlement? 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 July 31, 2023, to receive a payment from the Settlement Fund. 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 1-833-907-3700 or emailing Info@BroilerGrowersAntitrustSettlement.com.

What are my rights? If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue Sanderson in separate lawsuits related to the legal claims in this lawsuit. If you want to keep your right to separately sue Sanderson, you must exclude yourself from the Settlement by July 31, 2023. If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by July 31, 2023. Complete information is available at www.BroilerGrowersAntitrustSettlement.com.

The Court's hearing. The Court will hold a hearing at 2:00 p.m. on August 25, 2023 to decide whether to approve the Settlement, grant the requested attorneys' fees of up to one-third of the gross Settlement amount, and litigation expenses not to exceed \$2.5 million. 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 www.BroilerGrowersAntitrustSettlement.com for updates as to the location of the hearing.

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Govt Public Notices

2023 First Public Hearing - CHIP
WOOSTER, ORRVILLE, and WAYNE COUNTY PARTNER-SHIP
COMMUNITY HOUSING IMPACT and PRESERVATION (CHIP) PROGRAM APPLICATION: 1ST HEARING
(FY 2023-2025)
May 26, 2023

9:00am, Wooster City Hall, Council Chambers, 538 N. Market St., Wooster, Oh 44691
The City of Wooster, City of Orrville, and Wayne County intend to, as a single Partnership, apply to the Ohio Development Services Agency, Office of Community Development, for funding under the Community Housing Impact and Preservation (CHIP) Program, utilizing federal funds through the Community Development Block Grant (CDBG) and HOME programs, administered through the State of Ohio Development Services Agency, in addition to funding through the Ohio Housing Trust Fund (OHTF).

As a Partnership, the City of Wooster (Applicant) may apply for, on behalf of Wayne County, the City of Orrville (with the Rittman also participating), and itself, approximately \$1,600,000 in CHIP grants (including CDBG, HOME, and OHTF funds). The CHIP program provides direct financial aid (grants and loans) to low-to-moderate income families to cover the cost of certain home repairs and rehabilitations, down-payments on new home purchases, and/or monthly rent. The program also provides direct financial aid to landlords making repairs to housing units committed to serving low-to-moderate income residents for a period of time, in addition to covering local program administration costs.

The City, with its Partners, will conduct the first of two public hearings on Friday, May 26, 2023 at 9:00am at Wooster City Hall in Council Chambers at 538 N. Market St., Wooster, Ohio 44691, to inform citizens and organizations about the CHIP program, with details on eligible activities and program requirements. Those unable to attend are welcome to submit comments and questions, as described below.
A second public hearing will be held for each of the specific grant applications after the projects and funding amounts have been decided.
Special auxiliary aids for handicapped persons are available upon request. At least five (5) days' notice is required prior to a meeting. Requests must be made to Lynne DePaulo, 330-263-5242, during regular working hours. Questions and comments on the CDBG or CHIP program may also be made to Jonathan Millea by email at jmillea@woosteroh.com, by phone at 330-263-5250, or at the address listed below.
For more information about the CHIP Program, please visit www.woosteroh.com/chip

City of Wooster
Administration Department
538 N. Market Street
Wooster Ohio 44691
May 17 2023 LWOO0011055

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AR #0366920922, CA #1035795, CT #HIC.0649905, FL #CBC056678, IN #RCE-51604, IA #C127230, LA #559544, Suffolk HIC License #H-52229, MI #2102212986, #262000022, #262000403, #2106212946, MD #MHIC111225, MA #176447, MT #226192, MN #R731804, NE #50145, NM #408693, NJ #13VH09953900, #H-19114, OR #218294, PA #PA069383, RI #41354, TN #7656, UT #423330, VA #2705169445, WA #LEAFFNW82J2Z, WV #WV056912

Exhibit G

UNITED STATES DISTRICT COURT FOR THE EASTERN
DISTRICT OF OKLAHOMA

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How do I get a payment from the Settlement? 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 **December 13, 2023**, to receive a payment from the Settlement Fund. 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 1-833-907-3700 or emailing Info@BroilerGrowersAntitrustSettlement.com.

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(Continued from previous page)

not projected to exceed 328 million again until January 2024. Layer hen numbers reported by the USDA as of March 1, 2023, were 312.9 million, which represents a decrease of 3.8 percent compared with the layer hen inventory a year ago. However, the USDA also reported that the hatch from October 2022 through February 2023 increased 4.5 percent as compared with the prior-year period, indicating that layer flocks may increase in the future.

For the third quarter of fiscal 2023, Cal-Maine Foods will pay a cash dividend of approximately \$2.20 per share to holders of its common and Class A common stock. Pursuant to Cal-Maine Foods' variable dividend policy, for each quarter in which the company reports net income, the company pays a cash dividend to shareholders in an amount equal to one-third of such quarterly income. Following a quarter for which the company does not report net income, the company will not pay a dividend with respect to that quarter or for a subsequent profitable quarter until the company is profitable on a cumulative basis computed from the date of the most recent quarter for which a dividend was paid. The amount paid per share will vary based on the number of outstanding shares on the record date. The dividend is payable on May 11, 2023, to holders of record on April 26, 2023.

Cobb names
Mutimer VP of EMEA
and Asia-Pacific

SILOAM SPRINGS, Ark. — Cobb-Vantress announces the appointment of Roy Mutimer to vice president EMEA and Asia-Pacific, effective as of May 1.



Mutimer

"In this critical role for Cobb, Roy brings previous experience leading this integral part of our business," said Joyce J. Lee, president of Cobb. "Both of these regions are dynamic and complex and Roy's proven business acuity

men and customer relationships will help ensure our many distributor partnerships, as well as joint ventures, have a trusted source of continuity during this transition."

Mutimer has more than 30 years of experience in the poultry industry and began his career with the UK Veterinary Investigation Service in 1981 before joining Cobb UK Ltd. in 1995. During his tenure with Cobb, he has held roles in the United Kingdom and United States, covering laboratories, quality assurance, and animal welfare. He most recently served as managing director of European operations, with responsibility for production, sales, and technical services.

"I am thrilled at the opportunity I have been given to renew my connection with our customers in Asia-Pacific while continuing to support our EMEA customer base," Mutimer said. "It is extremely reassuring for me to know that I have the support of our highly dedicated, world class teams in Asia-Pacific and EMEA. I know that together we will be able to make great progress as we work to take advantage of the exciting opportunities that are coming our way."



NASDA Foundation
selected by USDA
to establish the
Northeast Regional
Food Business Center

ARLINGTON, Va. — The National Association of State Departments of Agriculture Foundation is celebrating being selected by the USDA to establish the Northeast Regional Food Business Center. The food business center will help farmers, ranchers and other food businesses access new markets and navigate federal, state and local resources, thereby closing the gaps to success.

The Northeast Regional Food Business Center will work specifically in 11 states: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont.

NASDA Foundation Senior Director Chris Jones shared the orga-

Exhibit H

Settlement Administrator Angeion Group Announces Proposed Settlement In Broiler Grow-Out Services Class Action

NEWS PROVIDED BY
Angeion Group →
17 May, 2023, 15:00 ET

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PHILADELPHIA, May 17, 2023 /PRNewswire/ -- Sanderson Farms, Inc. (Food Division), Sanderson Farms, Inc. (Processing Division), and Sanderson Farms, Inc. (Production Division) (together "Sanderson") have agreed to settle a class action lawsuit brought against them by Broiler chicken growers who allege that Sanderson unlawfully conspired to artificially reduce the amounts they paid to Broiler chicken growers for Broiler Grow-Out Services. Sanderson denies that they did anything wrong and have asserted defenses to the claims against them.

Plaintiffs are Broiler chicken growers that raised broilers for Sanderson ("Defendant"). Plaintiffs represent a class of Broiler chicken growers who have similar claims against Defendants and the Alleged Co-Conspirators.

What does the Settlement provide?

Sanderson will pay \$17.75 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 "Sanderson Settlement"). In addition, Sanderson has agreed to certain restrictions on its ability to enforce arbitration provisions against Broiler chicken growers and on its ability to enforce provisions restricting collective or class actions brought by Broiler chicken growers against Koch. Koch Settlement § 10.e.

Am I eligible to receive a payment from the Settlement?

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The Court's hearing.

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amount, unreimbursed litigation costs and expenses not to exceed \$2.5 million, and the proposed plan of allocation and distribution. 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 www.BroilerGrowersAntitrustSettlement.com for updates as to the location of the hearing.

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Info@BroilerGrowersAntitrustSettlement.com, or call 1-833-907-3700.

Media Contact:

Angeion Group

Shiri Lasman

(215) 563-4116

SOURCE Angeion Group

Exhibit I

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

OPT OUT REQUESTS

	Sanderson Settlement:	
1	A Shirk & Sons (Andrew Shirk)	Timely
2	Warner Farm / Warner Farms (Jack Warner, Jr.)	Timely
3	Tinh M Le	Timely
4	Paul & Lois Crawford	Timely
5	Shady Oaks Farm (John M. Borntrager)	Timely
6	Maple Leaf Farms (Jason L. Borntrager)	Timely
7	Trinity Poultry Farm (Trina B. McClendon)	Timely
8	Elysian Fields (Paul D Chesnik)	Timely
9	Purgatory Farm (Michelle Chesnik)	Timely
10	Anthony & Christy Grigsby	Timely
11	James Fox	Timely
12	Stephen A. Witmer	Timely