

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

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

**DIRECT PURCHASER PLAINTIFFS’ MOTION FOR
(1) PRELIMINARY APPROVAL OF AMENDMENT TO THE SPARBOE SETTLEMENT
AGREEMENT, AND
(2) APPROVAL OF NOTICE PLAN FOR THE PROPOSED CAL-MAINE
SETTLEMENT AGREEMENT & PROPOSED SPARBOE AMENDMENT**

Direct Purchaser Plaintiffs (“Plaintiffs”) move this Court for an Order (1) preliminarily approving the Amendment to the Sparboe Settlement Agreement; and (2) approving a Notice Plan, including the form and content of the Notice, for the Sparboe Amendment and the Settlement Agreement with Defendant Cal-Maine Foods, Inc. that provides for direct mail notice, publication notice, a website and a toll-free information line. In support of this Motion, Plaintiffs rely on their Brief in Support of the Motion and Exhibits. A proposed Order is attached as Exhibit E to the Brief in Support.

Dated: September 3, 2013

Respectfully submitted,

/s/ Steven A. Asher _____

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

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

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

**THIS DOCUMENT APPLIES TO :
ALL DIRECT PURCHASER ACTIONS :**

**DIRECT PURCHASER PLAINTIFFS' MEMORANDUM IN SUPPORT OF:
(1) MOTION FOR PRELIMINARY APPROVAL OF AMENDMENT TO THE
SPARBOE SETTLEMENT AGREEMENT,
AND
(2) MOTION FOR APPROVAL OF NOTICE PLAN FOR THE PROPOSED CAL-
MAINE SETTLEMENT AGREEMENT AND PROPOSED SPARBOE AMENDMENT**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Direct Purchaser Plaintiffs (“Plaintiffs”) submit this memorandum (1) in support of their Motion for Preliminary Approval of Amendment to the Sparboe Settlement Agreement and (2) describing their proposed plan for, and form of, notice (“Notice Plan”) in support of Plaintiffs’ Motion for Approval of Notice Plan for Settlement with Defendant Cal-Maine Foods, Inc. and the Sparboe Amendment. These motions are brought in connection with the June 8, 2009 settlement between Plaintiffs and Defendant Sparboe (“Sparboe Settlement Agreement”)¹; the amendment to that Agreement executed on August 28, 2013 (“Sparboe Amendment,” attached hereto as Exhibit A); and the August 2, 2013 settlement between Plaintiffs and Defendant Cal-Maine Foods, Inc. (“Cal-Maine Settlement Agreement”).²

I. THE AMENDMENT TO THE SPARBOE SETTLEMENT AGREEMENT SHOULD BE PRELIMINARILY APPROVED

Plaintiffs and Sparboe reached a settlement on June 8, 2009 (ECF No. 172-2, 172-3). Final approval of the Sparboe Settlement Agreement was granted on July 16, 2012 (ECF No. 698).

Under the terms of the Sparboe Settlement Agreement, Plaintiffs and Sparboe agreed to conform the Sparboe Settlement Class definition to the class definition used in any subsequent settlement agreement with Defendants in this Action to the extent the subsequent agreement provides for an expanded settlement class, including an expansion of the Class Period. (ECF No.

¹ The terms of the Sparboe Settlement are set forth in the Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc., originally signed June 8, 2009 and re-executed June 22, 2009 (ECF Nos. 172-2, 172-3).

² The terms of the Cal-Maine Settlement are set forth in the Settlement Agreement between Plaintiffs and Cal-Maine, executed on August 2, 2013, and attached as Exhibit A to the Declaration of Michael D. Hausfeld in support of Plaintiffs’ motion for preliminary approval of that agreement (ECF No. 848-2).

172-3, ¶ 31). The Sparboe Settlement Agreement also requires Plaintiffs to seek the Court's approval of such an amendment, and to disseminate notice of the same to the Class:

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

Id.

On August 2, 2013, Plaintiffs entered into a Settlement Agreement with Cal-Maine. (ECF No. 848-2, Ex. A). Although the settlement class definitions in the Sparboe Settlement Agreement and the Cal-Maine Settlement Agreement are substantially similar,³ the Class Period

³ The Cal-Maine Settlement Agreement defines the Cal-Maine Settlement Class as:

All persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.

Cal-Maine Settlement Agreement ¶ 20 (ECF No. 848-2, Ex. A).

The Sparboe Settlement Agreement defines the Sparboe Settlement Class as:

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

Sparboe Settlement Agreement ¶ 11 (ECF No. 172-2).

Both Settlement Agreements exclude from the class those who purchased exclusively “specialty shell eggs” or “hatching shell eggs,” Defendants (and their parents, subsidiaries and affiliates), and members of the Court or Court's staff and their families. The Sparboe Settlement Agreements provide

in the Cal-Maine Settlement Agreement is longer, running from January 1, 2000 to the date on which the Court preliminarily approves the Cal-Maine Agreement. By contrast, the Class Period in the Sparboe Settlement Agreement runs from January 1, 2000 to October 23, 2009, the date on which the Court preliminarily approved the Sparboe Agreement. *See* October 23, 2009 Order on Preliminary Approval of Sparboe Settlement at 7-8 (ECF No. 214) (certifying class period from Jan. 1, 2000 to the “present”); July 16, 2012 Order Granting Final Approval of the Class Action Settlement Between Direct Purchaser Plaintiffs and Defendant Sparboe Farms, Inc. at 2 n.1 (ECF No. 698) (certifying class period of Jan. 1, 2000 to Oct. 23, 2009).

Because the Cal-Maine Settlement Agreement extends the Class Period, and as required by the terms of the Sparboe Settlement Agreement, on August 28, 2013, Plaintiffs and Sparboe executed an amendment to the Sparboe Agreement that conforms the class period in the Sparboe Agreement with the class period in the Cal-Maine Agreement. The proposed Sparboe Amendment provides:

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

Sparboe Amendment ¶ 1, attached hereto as Exhibit A. The Sparboe Amendment does not alter any other provision of the Sparboe Settlement Agreement, and the Sparboe Agreement remains

for those exclusions regarding specialty and hatching eggs in the class definition itself, whereas the Cal-Maine Settlement Agreement simply defines the terms “shell eggs” and “egg products” to exclude specialty and hatching shell eggs thus incorporating those exclusions into the class definition by reference. *Compare* Cal-Maine Settlement Agreement ¶¶ 8, 18, 20 *with* Sparboe Settlement Agreement (ECF No. 172-2) ¶ 11.

The Cal-Maine Settlement Agreement excludes Producers from the class, whereas the Sparboe Settlement Agreement does not. *Compare* Cal-Maine Settlement Agreement ¶¶ 8, 18, 20 *with* Sparboe Settlement Agreement ¶ 11. This difference, however, does not require Amendment to the Sparboe Agreement because the Cal-Maine Settlement Class, in that respect, is more narrow than the Sparboe Settlement Class. *See* Sparboe Settlement Agreement ¶ 31 (requiring amendment only when a subsequent class definition expands the class).

binding on Plaintiffs and the Class. *Id.* ¶ 4. The Amendment also requires that notice of the Sparboe Amendment be disseminated to the Class in conjunction with notice of the Cal-Maine Settlement Agreement, at no cost to Sparboe. *Id.* ¶ 3.

Plaintiffs respectfully request that the Court preliminarily approve the Sparboe Amendment and authorize the dissemination of notice of the same to the Class according to the Notice Plan described herein. First, the Court previously granted final approval to the Sparboe Settlement Agreement, and found its terms to be sufficiently fair, reasonable and adequate to the Sparboe Class (including the provision expressly anticipating that the Class Period would be expanded under the circumstances presented here). Second, the Sparboe Settlement Agreement provided for only cooperation; there was no settlement fund created. Thus, members of the original Sparboe Settlement Class suffer no dilution of the value of the Settlement to them by including additional Class members. Third, Class Members under both the prior class period and the expanded period benefit equally from the value of Sparboe's cooperation in assisting with the prosecution of this Action against the remaining Defendants. Fourth, any direct egg purchaser who will become a member of the Class solely by virtue of the Sparboe Amendment (*e.g.*, they had no purchases of eggs or egg products in the prior Class Period) will have the opportunity to exclude themselves from the amended Class or object to the Sparboe Amendment. Finally, any existing Class Member will also have the opportunity to object to expansion of the Class. For these reasons, the Sparboe Amendment should be preliminarily approved and notice should be disseminated to the Class.

II. THE NOTICE PLAN SHOULD BE APPROVED AS SATISFYING THE REQUIREMENTS OF RULE 23.

On August 2, 2013, Plaintiffs entered into a Settlement Agreement with Cal-Maine. On August 23, 2013, Plaintiffs moved for Preliminary Approval of that Agreement. (ECF No. 848).

Plaintiffs now respectfully move the Court for approval of the Plan for, and Form of, Notice for both the Cal-Maine Settlement Agreement and the Sparboe Amendment. The proposed notice plan and form of notice directs that notice of both agreements be sent to all Class Members in a “reasonable manner to all class members who [will] be bound by the proposal” and provides for the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,” as required by Rules 23(e)(1) and 23(c)(2)(B) of the Federal Rules of Civil Procedure.

A. The Notice Plan

Plaintiffs propose the same multi-faceted and comprehensive Notice Plan that this Court previously approved when Plaintiffs sought to provide notice of the Moark and Sparboe Settlements. *See Sparboe & Moark Notice Plan Order at 1 (ECF No. 388).*

Plaintiffs have again retained Garden City Group (“GCG”), which developed the Moark and Sparboe Notice Plan and Form of Notice, to implement the same plan of notice for the Cal-Maine Settlement and Sparboe Amendment. GCG is a nationally recognized leader in notice and settlement administration with substantial experience in developing and implementing comprehensive notice plans in connection with class action settlements. The expertise of GCG in settlement administration is set forth in paragraph 4 of the declaration of Jeanne C. Finnegan, submitted in support of Plaintiffs’ motion for approval of the Sparboe Notice Plan on April 12, 2010. *See Finnegan Decl. ¶ 4 (ECF No. 308-5).*

Specifically, the Notice Plan for the Sparboe and Moark Settlements included the following elements, which will be implemented to provide notice for the Cal-Maine Agreement and the Sparboe Amendment:

- Sending Direct Notice, which shall include the Long-Form Notice and the Claim Form (collectively, the “Notice Packet”) by first-class mail to all persons and

entities identified by Cal-Maine⁴ and non-settling Defendants⁵ as direct purchasers of eggs in the United States during the Class Period or otherwise identified by the GCG based on its administration of prior Settlements;

- Posting the Notice Packet, along with court documents, the Cal-Maine Settlement Agreement and the Sparboe Amendment,⁶ on the specially created web site designed to provide notice of the settlements in this litigation, www.eggproductssettlement.com, which has been in place for three years and is easily accessible through Internet search engines;
- Publishing Summary Notice (“Publication Notice”) on one occasion in the national edition of *The Wall Street Journal*, with estimated daily circulation exceeding 2 million, on one-sixth of one page;
- Publishing Summary Notice on one occasion in each of the following industry publications likely to reach egg purchasers, with a estimated combined circulation of over 2 million:⁷ *Restaurant Business*, *Convenience Store News*, *Hotel F&B*, *Nation’s Restaurant News*, *School Nutrition*, *FoodService Director*, *Progressive Grocer*, *Food Manufacturing*, *Supermarket News*, *Stores*, *Egg Industry Magazine*, *Baking Buyer*, *Modern Baking*, *Food Processing*, *Long Term Living*, and *Pet Food Industry*;⁸
- Issuing a press release that consists of the language of the Summary Notice through PR Newswire to nearly 1,000 journalists covering the restaurant and food industry, which is anticipated, as in prior notices, to generate press article regarding the Cal-Maine Settlement Agreement and Sparboe Amendment; and
- Staffing a toll-free hotline (866-881-8306), accessible 24 hours per day and seven days per week, to answer any Settlement Class member’s questions. Class members who call the toll-free number during business hours will have the option to speak directly to a live representative, and those who call during other hours may leave a voice message requesting the Notice Packet or a return call from a call center representative.

⁴ The Cal-Maine Agreement requires that Cal-Maine provide to Plaintiffs, within 20 days of entry of the Preliminary Approval Order, sales and customer data from the Class Period. Cal-Maine Settlement Agreement ¶ 23 (ECF No. 848-2, Ex. A)

⁵ Plaintiffs’ Proposed Order for Preliminary Approval included the directive that non-settling Defendants provide confidential customer lists to GCG, as was done in the Moark Settlement.

⁶ The Sparboe Settlement Agreement has been available on the website for the last three years.

⁷ See Decl. of Jennifer M. Keough ¶ 11 (ECF No. 465-7), describing implementation of the Notice Plan for the Moark Settlement and submitted in support of Plaintiffs’ Motion for Final Approval of the Moark Settlement.

⁸ For the Moark and Sparboe Settlements, the Court also approved of publication in *Restaurants & Institutions* magazine, see Order (ECF No. 388) ¶ 5(b), but that publication is no longer published.

Fed. R. Civ. P. 23(c)(2)(B) provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” The proposed Notice Plan here meets this requirement. Here, the proposed Notice Plan provides for both direct notice (which, in prior settlements, resulted in mailings to more than 13,000 potential class members⁹), and, to ensure that any class members who do not receive individual notice are notified of the Cal-Maine Agreement and the Sparboe Amendment, an extensive Publication Notice plan, a website, and a toll-free information line. “It is well settled that in the usual situation first class mail and publication fully satisfy the notice requirements of both Fed .R. Civ. P. 23 and the due process clause.” *Zimmer Paper Prods., Inc. v. Berger & Montague P.C.*, 758 F.2d 86, 90 (3d Cir. 1985). Individual mail notice is the “best notice practicable” where, as here, the names and addresses of potential class members are ascertainable,¹⁰ and publication notice plans have been endorsed by the Third Circuit as the best notice practicable, even in the absence of direct mail notice.¹¹

B. The Form and Content of the Proposed Notices

Plaintiffs also seek approval of the proposed form and content of the Direct and Publication Notices for the Cal-Maine Settlement and the Sparboe Amendment, and the Claim Form for the Cal-Maine Settlement, attached hereto as Exhibits B, C, and D, respectively.

⁹ See Decl. of Jennifer M. Keough ¶ 9 (ECF No. 465-7).

¹⁰ See, e.g., *Larson v. AT&T Mobility LLC*, 687 F.3d 109, 126 (3d Cir. 2012) (citing *Greenfield v. Villager Indus.*, 483 F.2d 824, 832 (3d Cir. 1973).

¹¹ *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 252 (3d Cir. 2009) (approving settlement administrator’s plan to mail notice to settlement class members, publish notice of the fairness hearing in multiple periodicals, and establish a website and toll-free number to provide details of the proposed settlement and to offer assistance to the settlement class members); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 536 (3d Cir. 2004) (concluding that notice in publications likely to be read by class members, along with a call center, website and downloadable materials, was reasonable and the best notice practicable).

Rule 23 requires that the notice state “clearly and concisely . . . in plain, easily understood language” the following information:

- the nature of the action;
- the definition of the class certified;
- the class claims, issues or defenses;
- that a class member may enter an appearance through an attorney if the member so desires;
- that the court will exclude from the class any member who requests exclusion;
- the time and manner for requesting exclusion; and
- the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). Both the Direct Mail and the Publication Notices proposed here include each of these required elements for both the Sparboe Amendment and the Cal-Maine Settlement Agreement.¹²

Additionally, the Direct Notice informs potential Class Members about the history of the litigation and prior settlements, the general nature of the Cal-Maine Settlement and Sparboe Amendment, where to access the complete Cal-Maine Settlement Agreement and Sparboe Amendment and other Court documents, how the lawyers will be paid and when they will file their fee petition, Class Members’ right to object and how to do so, the date and time of the Fairness Hearing, among other information. The proposed Claim Form for the Cal-Maine Settlement further provides the complete language of the Release under that Settlement. This additional information conforms with Rule 23(e)’s requirement for distribution of the settlement notice in a reasonable manner. *See In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d

¹² Nature of the action—Direct ¶ 2, Publication at 1; Class Definition—Direct ¶ 3(Cal-Maine) & ¶ 8 (Sparboe extended Class Period), Publication at 1; Class Claims, Issues & Defenses—Direct ¶ 2, Publication at 1; Right to appear—Direct ¶ 13, Publication at 1; Right to exclude/Time & Manner to Request Exclusion—Direct at 1 & ¶ 15; Binding effect—Direct ¶ 7 (Cal-Maine) & ¶ 10 (Sparboe).

283, 327 (3d Cir. 1998) (“The Rule 23(e) notice is designed to summarize the litigation and the settlement and to apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings filed in the litigation.”) (quotations and citations omitted).

Moreover, these notices are provided in substantially the same format and use the same plain and concise language, wherever possible, that was used in the Moark and Sparboe Notices previously approved by the Court. *See* Sparboe & Moark Notice Plan Order (ECF No. 388) at Exs. A-1, A-2, B-1, B-2. They differ only minimally in substance or form from Notices previously approved by the Court in the following respects:

- The Direct Notice provides for additional section headings for greater clarity (*e.g.*, “About this Notice & Litigation,” the “The Cal-Maine Settlement,” “The Amendment to the Sparboe Settlement Class Period,” “Your Legal Rights and Options”, etc.);
- The Direct Notice notifies potential Class Members that Class Counsel will file a Fee Petition to seek attorneys’ fees and litigation costs from the Cal-Maine Settlement Fund not to exceed 30 percent of the fund, the date on which that motion will be filed, that the motion will be available on the settlement website on that date, and of their right to object to the Fee Petition on or before the objection deadline and how to do so.¹³ *See* Proposed Direct Notice (Ex. B) ¶ 12. This notice ensures that Class Members will have reasonable notice of the Fee Petition, including the specific amounts requested, well in advance of exclusion and objection deadlines in compliance with Rule 23(h) and applicable case law. *See* Order, Aug. 16, 2012 at 1 n.2 (ECF No. 727) (citing *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir. 2010)).
- The Direct Notice provides a lengthier description of the Action and its status, including the Court’s rulings on the motions to dismiss, to reflect the more advanced stage of this litigation. *See* Proposed Direct Notice (Ex. B) ¶ 2.
- Information about the exclusions from the Class (*e.g.*, Defendants, Producers, specialty and hatching eggs) are moved above the line into the body of the Direct

¹³ In Plaintiffs’ Proposed Order Granting Preliminary Approval Of Proposed Settlement With Cal-Maine Foods, Inc., Plaintiffs’ proposed that the Fee Petition be filed 45 days prior to the exclusion and objection deadline, and 90 days prior to the Fairness Hearing. ECF No. 848-3 at ¶¶ 8-9, 11.

Notice to make them more prominent and clear to Class Members than in prior notices. *See id.* at ¶ 3.

- The Direct Mail and Publication Notices make clear that the only Sparboe Class Members who may now opt-out of the Sparboe Agreement are those made a member of the Sparboe Class by virtue of the Amendment. *See id.* at 1 & ¶¶ 10, 15. Sparboe Class Members who were included in the prior Sparboe Settlement Class (purchases between Jan. 1, 2000 and Oct. 23, 2009) and did not exclude themselves by the original November 16, 2011 opt-out deadline may not now exclude themselves; they are already bound by the Settlement. But the Notice makes clear that *any* member of the Sparboe Class, as amended, may object to the Sparboe Amendment. *Id.* ¶ 14.
- The Direct Mail Notice informs Class Members that previously submitted valid, timely Claim Forms in the Moark Settlement that they need not resubmit a Claim Form for those same purchases to receive a payment in the Cal-Maine Settlement; instead they need only submit a Claim Form for purchases that post-date the purchases in the Moark Claim Form. *Id.* ¶¶ 6, 16. This reduces burdens on the Cal-Maine Settlement Class in the claims submission process and reduces costs associated with claims administration.

For the reasons stated above, the proposed Notice Plan and Form of Notice fulfill the requirements of Rule 23 and due process. Accordingly, approval of the Notice Plan and Form of Notice is appropriate.

III. CONCLUSION

For foregoing reasons, Plaintiffs request that the Court: (1) preliminarily approve the Sparboe Amendment; and (2) approve the proposed Notice Plan described herein and the Form and content of Notices attached hereto.

Dated: September 3, 2013

Respectfully submitted,

/s/ Steven A. Asher

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Exhibit A

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

IN RE: PROCESSED EGG PRODUCTS	:	
ANTITRUST LITIGATION	:	MDL No. 2002
_____	:	08-md-02002
	:	
THIS DOCUMENT APPLIES TO:	:	
All Direct Purchaser Actions	:	

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

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

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

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

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

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

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

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

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

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

2. Class Counsel shall move the Court to approve this Amendment to the Sparboe Agreement at or around the time it files its Motion for Approval of the Plan and Form of Class Notice for the Cal-Maine Agreement.

3. Class Counsel shall disseminate notice of this Amendment in connection with the Class Notice of the Cal-Maine Agreement. Sparboe shall not be obligated to pay or reimburse any party for any costs or fees, including notice costs.

4. Aside from the amendment of the settlement class period in Paragraph 11, all other provisions of the Sparboe Agreement shall remain unchanged and binding on the Plaintiffs.

5. Each of the undersigned attorneys represents that he or she is fully authorized to

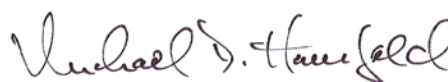
enter into the terms and conditions of, and to execute, this Amendment, subject to Court approval.

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

Dated: August 28, 2013



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(On Behalf of the Direct Purchaser Class Plaintiffs)

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Dated: August 28, 2013

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(212) 336-8330
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(On Behalf of the Direct Purchaser Class Plaintiffs)

Troy Hutchinson /CKW

Troy J. Hutchinson
Briggs and Morgan
80 S. 8th Street, Suite 2200
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(On Behalf of Sparboe Farms, Inc.)

Exhibit B

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

If you purchased shell eggs or egg products, produced in the United States directly from any producer from January 1, 2000 through _____, 2013, you could be a Class Member in a proposed class action settlement.

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

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

This notice also informs you that the Settlement Class for the prior settlement agreement with Sparboe Farms, Inc. (“Sparboe Settlement”) has been amended to include direct purchases of Shell Eggs and Egg Products on or after October 24, 2009 to _____, 201_ (the “Sparboe Amendment”), extending the prior Class Period of January 1, 2000 to October 23, 2009. If you become a member of the Sparboe Settlement Class solely because of the extended Class Period, you will be bound by the terms of that agreement unless you expressly exclude yourself in writing pursuant to the instructions below. If you were a member of the prior Sparboe Class and took no action in response to the previous notice of the Sparboe Settlement, you may not now exclude yourself and you remain bound by the Settlement.

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE CAL-MAINE SETTLEMENT:	
TAKE NO ACTION	<p>You will receive the non-monetary benefits of the Cal-Maine Settlement and give up the right to sue Cal-Maine with respect to the claims asserted in this case.</p> <p>You may be eligible to receive a payment from the Cal-Maine Settlement if you submit a timely Claim Form (by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, _____, 201_). You will give up the right to sue Cal-Maine.</p>
EXCLUDE YOURSELF FROM THE CAL-MAINE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_	<p>This is the only option that allows you to ever be a part of any other lawsuit against Cal-Maine. You will not become a member of the Cal-Maine Settlement Class. If you exclude yourself, you will be able to bring a separate lawsuit against Cal-Maine with respect to the claims asserted in this case.</p>
OBJECT TO THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_	<p>You will remain a member of the Cal-Maine Class, but you also have the right to comment on the terms of the Cal-Maine Settlement.</p>

<p>GO TO THE FAIRNESS HEARING ON _____, 201_ AFTER FILING A TIMELY OBJECTION TO THE CAL-MAINE SETTLEMENT</p>	<p>If you file a timely objection, you may speak in Court about the fairness of the Cal-Maine Settlement.</p>
<p>SUBMIT A CLAIM FORM FOR THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_</p>	<p>This is the only way to receive a payment from the Cal-Maine Settlement. You are not eligible to file a Claim Form if you exclude yourself from the Cal-Maine Settlement Class.</p>

<p>YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SPARBOE AMENDMENT:</p>	
<p>TAKE NO ACTION</p>	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase eggs or egg products prior to October 24, 2009), you will receive the benefits of the Sparboe Settlement and give up the right to sue Sparboe.</p> <p>If you were a member of the prior Sparboe Settlement Class (i.e., you purchased shell eggs or egg products on or before October 23, 2009) and took no action in response to the prior notice of that Settlement, you remain bound by the Sparboe Settlement.</p> <p>There is no monetary compensation under the expanded Sparboe Class Period and therefore no claim form may be submitted</p>
<p>EXCLUDE YOURSELF FROM THE EXTENDED SPARBOE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_</p>	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase eggs or egg products prior to October 24, 2009), this is the only option that allows you to ever be a part of any lawsuit against Sparboe.</p> <p>If you purchased shell eggs or egg products on or before October 23, 2009, you may not now exclude yourself from the Sparboe Settlement Class.</p>
<p>OBJECT TO THE SPARBOE AMENDMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_</p>	<p>You will remain a member of the expanded Sparboe Class, but you also have the right to comment on the terms of the Sparboe Amendment.</p>
<p>GO TO THE FAIRNESS HEARING ON _____, 201_ AFTER FILING A TIMELY OBJECTION TO THE SPARBOE AMENDMENT</p>	<p>If you file a timely objection, you may speak in Court about the fairness of the Sparboe Amendment.</p>

ABOUT THIS NOTICE & LITIGATION

1. Why did I receive this notice?

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

2. What is this lawsuit about?

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

In the fall and winter of 2008, lawsuits were filed in several federal courts generally alleging this conspiracy to depress egg supply. On December 2, 2008, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated proceedings before the Honorable Gene E. K. Pratter, United States District Judge in the United States District Court for the Eastern District of Pennsylvania. On January 30, 2009, Plaintiffs filed their first consolidated amended complaint alleging a wide-ranging conspiracy to fix egg prices that injured direct egg purchasers.¹ In December 2009, Plaintiffs filed their second consolidated amended complaint adding new allegations against the Defendants. On September 26, 2011, the Court dismissed claims against certain defendants, but permitted Plaintiffs to proceed against all other Defendants. Plaintiffs filed their third consolidated amended class action complaint on January 4, 2013. On August 23, 2013, the Court dismissed claims under the third amended complaint for damages incurred by the class prior to September 24, 2004. Claims for damages incurred after that date are proceeding.

To date, three defendants have settled with Plaintiffs in this matter. On June 8, 2009, Plaintiffs and Defendant Sparboe Farms Inc. (“Sparboe”) reached a settlement. Notice of the Sparboe Settlement was sent to potential Class Members in September 2010. The original Sparboe Settlement Agreement released all claims arising from this action between January 1, 2000 and June 8, 2009 in exchange for cooperation that substantially assisted Plaintiffs in prosecuting the claims in this Action. The Sparboe Agreement was finally approved by the Court on July 16, 2012. Since that time, Plaintiffs and Sparboe have amended the Sparboe Agreement to expand the Class Period from January 1, 2000 to October 23, 2009, to include claims arising from this action between October 24, 2009 and _____, 2013.

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

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

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

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

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

THE CAL-MAINE SETTLEMENT

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

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

All persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through _____, 201__.

Excluded from the Settlement Class are:

- a. Cal-Maine, the Defendants that remain in the case, prior Settling Defendants (Moark Defendants and Sparboe), and their respective parents, subsidiaries and affiliates;
- b. Egg Producers, defined as any person or entity that owns, contracts for the use of, leases, or otherwise controls hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producers;
- c. All government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.
- d. Purchases of "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types), purchases of Egg Products produced from specialty Shell Eggs, and purchases of "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat), and any person or entity that purchased exclusively specialty or hatching eggs.

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

² The Settlement Class consists of two subclasses. The first subclass, called the "Shell Egg Subclass," is made up of "[a]ll individuals and entities that purchased shell eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through ____." The second subclass, called the "Egg Products Subclass," is comprised of "[a]ll individuals and entities that purchased egg products produced from Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through ____."

4. What does the Cal-Maine Settlement provide?

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

On _____, 2013, the Court granted preliminary approval of Cal-Maine Settlement, finding it sufficiently fair, reasonable, and adequate to warrant notifying the Settlement Class.

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

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

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

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

The Claim Form and instructions for filing a proof of claim are included with the Claim Form provided with this Notice. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, _____, 201_, to be considered for distribution.

You should carefully read the descriptions of the respective classes set forth earlier in this Notice to verify that you are a Class Member. Next, you should review your records and confirm that you purchased the relevant product(s) during the relevant time period. Then, included with this Notice, you will find a Claim Form which must be completed by the Class Member and returned to the address indicated on the Claim Form. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, _____, 201_. **Any Class Member who does not complete and timely return the Claim Form will not be entitled to share in the Cal-Maine Settlement.**

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

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

NOTE: If you filed a valid and timely claim form for your Shell Egg or Egg Products purchases in the Settlement with the Moark Defendants, you need not submit a new Claim Form in the Cal-Maine Settlement

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

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

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

THE AMENDMENT TO THE SPARBOE SETTLEMENT CLASS PERIOD

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

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

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

9. What does the Sparboe Settlement Provide?

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

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

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

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

If the Court grants final approval to the Sparboe Amendment and you became a member of the Sparboe Settlement Class solely because of the extended Class Period under the Sparboe Amendment (i.e., you

made no purchases of shell eggs or egg products directly from any Producer between January 1, 2000 and October 23, 2009, but purchased shell eggs or egg products from October 24, 2009 to _____, 201_), and if you do not exclude yourself from the Class, you will be bound by the Sparboe Settlement. By remaining part of the Sparboe Settlement Class as amended you will give up any claims against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement, but you will retain all claims against all other non-settling Defendants.

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

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

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

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

Steven A. Asher WEINSTEIN KITCHENOFF & ASHER LLC 1845 Walnut Street, Suite 1100 Philadelphia, PA 19103	Michael D. Hausfeld HAUSFELD LLP 1700 K Street NW, Suite 650 Washington, DC 20006
Stanley D. Bernstein BERNSTEIN LIEBHARD LLP 10 East 40th Street, 22nd Floor New York, NY 10016	Stephen D. Susman SUSMAN GODFREY LLP 654 Madison Avenue, 5th Floor New York, NY 10065

12. How will the lawyers be paid?

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

Class Counsel will file their Fee Petition on or before _____, 201_. The Fee Petition, which will identify the specific amount of fees requested and the expenses to be reimbursed, will be available on the settlement website, www.eggproductsettlement.com, on that date. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts it determines to be fair and reasonable.

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

FINAL FAIRNESS HEARING

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

The Court has scheduled a "Fairness Hearing" at __:___.m. on __ ____, 2014 at the following address:

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

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

YOUR LEGAL RIGHTS AND OPTIONS

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

- A. If you are a member of the Cal-Maine Settlement Class and you wish to participate in the Cal-Maine Settlement but you object to, or otherwise want to comment on, any term of the Cal-Maine Settlement (including the Fee Petition), you may file with the Court an objection by following the instructions under Question 14(c) below.
- B. If you are a member of the Sparboe Settlement Class as amended,³ and you wish to participate in the Sparboe Settlement or are already a participant under the prior Class definition, but you object to the Sparboe Amendment, you may file with the Court an objection by following the instructions under Question 14(c) below.
- C. In order for the Court to consider your objection to either the Cal-Maine Settlement or the Sparboe Amendment, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, ____ __, 201_ to each of the following:

The Court:

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

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

**Counsel for Cal-Maine
(if objecting to the Cal-Maine
Settlement):**
Veronica S. Lewis
GIBSON DUNN & CRUTCHER LLP
2100 McKinney Avenue
Dallas, TX 75201-6912

**Counsel for Sparboe
(if objecting to the Sparboe
Amendment)**
Troy Hutchinson
BRIGGS & MORGAN, P.A.
220 IDS Center
80 S. 8th St.
Minneapolis, MN 55402

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

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

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

15. How do I exclude myself from the Settlements?

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

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

- C. Your request(s) for exclusion must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by,⁴ _____, 201_ to the following address:

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

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

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

16. What happens if I do nothing?

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

⁴ To the extent you wish to mail your submission by pre-paid delivery service to be hand-delivered, you may send your mail to the following address: *In re Processed Egg Products Antitrust Litigation (EGS)*, c/o The Garden City Group, Inc., 815 Western Avenue, Suite 200, Seattle, WA 98104.

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

FOR MORE INFORMATION

For more detailed information concerning matters relating to the Cal-Maine Settlement, you may wish to review the "Settlement Agreement Between Direct Purchaser Plaintiffs and Defendants Cal-Maine (signed August 2, 2013) and the "Order on Preliminary Approval of Settlement with Cal-Maine Foods, Inc." (entered _____, 2013).

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

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

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

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

Dated: _____, 201__

The Honorable Gene E. K. Pratter

Exhibit C

Legal Notice

If you purchased shell eggs or egg products produced in the United States directly from any producer from January 1, 2000 through _____, 2013, you could be a Class Member in a proposed class action settlement.

This legal notice is to inform you of the proposed Cal-Maine Settlement reached in the class action lawsuit, *In re Processed Egg Products Antitrust Litigation*, Case No. 08-md-02002, pending in the United States District Court for the Eastern District of Pennsylvania, and also inform you of an amendment to the Sparboe Settlement.

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

The Cal-Maine Settlement "Class" includes all persons and entities in the United States that purchased shell eggs and egg products, in the United States directly from any producer from January 1, 2000 through _____, 2013. Due to the Cal-Maine Settlement, the prior Sparboe Settlement, approved by the Court last year, is amended to add to the Sparboe Settlement Class direct purchases of shell eggs and egg products from October 24, 2009 through _____, 2013, expanding the Class Period to make it comparable to the Cal-Maine Class.

What is this case about?

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

What does the Cal-Maine Settlement provide?

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

What does the Sparboe Settlement provide?

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

What do I do now?

If you are a Class Member your legal rights are affected, and you now have a choice to make. **Participate in the Settlements:** No action is required to remain part of the Cal-Maine Settlement or the amended Sparboe Settlement. If the Court grants final approval to the Cal-Maine Settlement and the Sparboe Amendment, the Cal-Maine Settlement and Amended Sparboe Settlement will be binding upon you and all other Class Members. By remaining part of the Cal-Maine Settlement, you will give up any potential claims that you may have against Cal-Maine relating to the claims alleged in this lawsuit. You may be eligible to receive a payment from the Cal-Maine Settlement if you submit a completed claim form (postmarked no later than _____, 201_). **Ask to be excluded:** If you wish to exclude yourself from the Sparboe Settlement as amended (*if* you had no purchases before October 24, 2009) and/or the Cal-Maine Settlement) and wish to retain your rights to pursue your own lawsuit relating to the claims alleged in this lawsuit, you must formally exclude yourself from one or both Classes by sending a signed letter to the Claims Administrator postmarked on or before _____, 201_. **Object:** You may notify the Court that you object to the Cal-Maine Settlement and/or Sparboe Amendment by mailing a statement of your objection(s) to the Court, Plaintiffs' Counsel, and Defense Counsel postmarked by _____, 201_. Detailed instructions on how to participate, opt out or object are on the settlement website.

Who represents you?

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

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

At ___:___ p.m. on _____, 201_, at the United States District Court, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, the Court will hold a hearing to determine the fairness and adequacy of the Cal-Maine Settlement and the Sparboe Amendment, and consider a motion for an award of attorneys' fees and reimbursement of litigation costs. You may appear at the hearing, but are not required to do so.

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

How can I learn more?

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

Exhibit D

**MUST BE
POSTMARKED ON
OR BEFORE**
_____, 201_

**In re Processed Egg Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9476
Dublin, OH 43017-4576
Toll-Free: 1 (866) 881-8306**

EGS



Claim No:

Control No:

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

CLAIM FORM

If you are a member of one or both of the Settlement subclasses defined below ("Claimant"), you must submit a timely and valid Claim Form postmarked no later than _____, 201_ for your claim to be considered for payment. Claim Forms should be mailed via first-class mail to the Claims Administrator at the address above.

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

GENERAL INSTRUCTIONS

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

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

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

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

A. Shell Egg Subclass

All individuals and entities that purchased Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through [the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.]

B. Egg Products Subclass



All individuals and entities that purchased Egg Products produced from Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through [the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.]

Excluded from the Class and SubClasses are Defendants, Other Settling Defendants, and Producers, and the parents, subsidiaries and affiliates of Defendants, Other Settling Defendants, and Producers, all government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

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

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

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

CLAIMANT INFORMATION

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

Claimant Name: _____

Representative or Contact Name: _____

Representative or Contact Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number:(_____) _____ Email Address: _____

SHELL EGG SUBCLASS PURCHASES

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

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

List below the totals of your shell egg purchases made directly from Cal-Maine from January 1, 2000 through [date]. **Also list all shell egg purchases made directly from any other shell egg producer in the United States from January 1, 2000 through [date] regardless of whether they are a Defendant in this action or not.**

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



Shell Egg Purchases:

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

Shell Egg Proof of Purchase

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

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

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

Proof of Purchase documents attached?

Yes No Reason: _____

EGG PRODUCTS SUBCLASS PURCHASES

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

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

List below the totals of your egg product purchases made directly from Cal-Maine Foods, Inc. from January 1, 2000 through [date]. **Also list all egg product purchases made directly from any other egg product producer in the United States from January 1, 2000 through [date] regardless of whether they are a Defendant in this action or not.**



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

Egg Products Purchases:

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

Egg Products Proof of Purchase

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

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

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

Proof of Purchase documents attached?

Yes No Reason: _____

**SUBMISSION TO JURISDICTION OF THE DISTRICT COURT**

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

RELEASE

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

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

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

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

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

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



SUBSTITUTE IRS FORM W-9

Substitute IRS Form W-9

Enter the Claimant's federal taxpayer identification number:

_____ - _____ - _____ OR _____ - _____ - _____

Social Security Number (for individuals) Employer Identification Number (for corporations, trusts, etc.)

Print Claimant name:

Under penalties of perjury, I certify that:

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

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

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

CERTIFICATION

I hereby certify under penalty of perjury that:

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



I declare under penalty of perjury under the laws of the United States of America that the information provided in this Claim Form is true and correct. This Verification was executed on the ____ day of ____ in 201__ in (____ city, state, country).

Signature

Title or Position (if applicable)

Print Name

REMINDER CHECKLIST:

- Please confirm all required information is provided including Claimant Information and Purchase Information.
- Substitute W-9 Form must be complete.
- Certification must be signed.
- All claims must include a minimum of two supporting documents as Proof of Purchase for each producer claimed.
- Keep a copy of your Claim Form and supporting documents for your reference.
- The receipt of a Claim Form is not automatically confirmed by the Claims Administrator. If you wish to have confirmation that your submission was received you may choose to mail your Claim Form by U.S. Postal Service Certified Mail, return receipt requested.
- If your address changes after submitting your Claim Form, advise the Claims Administrator of your new address in writing.
- If you need additional information you may contact the Claims Administrator toll free at 1-866-881-8306. Additional information and copies of Court documents are available on the Settlement website, www.eggproductssettlement.com.
- **All Claim Forms must be postmarked on or before _____, 201_ and mailed to:**

In re Processed Egg Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9476
Dublin, OH 43017-4576

Exhibit E

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

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

**[PROPOSED] ORDER (1) GRANTING PRELIMINARY APPROVAL OF PROPOSED
AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER
PLAINTIFFS AND SPARBOE FARMS
AND
(2) APPROVING DISSEMINATION OF CLASS NOTICE OF SPARBOE AMENDMENT
& OF THE SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER
PLAINTIFFS AND CAL-MAINE FOODS, INC.**

It is hereby ORDERED AND DECREED as follows:

1. The motion of Direct Purchaser Plaintiffs for preliminary approval of the proposed Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc. (“Sparboe Amendment”), which Sparboe Farms, Inc. does not oppose, is hereby GRANTED. The Court finds that, consistent with its Order of July 16, 2012 granting final approval to the Sparboe Settlement Agreement (ECF No. 698), which contained the provision requiring the proposed Amendment to conform the Sparboe Settlement Class Period with that of any subsequent settlements with other Defendants, the Proposed Amendment is sufficiently fair, reasonable and adequate so as to warrant preliminary approval and dissemination of notice of the Amendment.

2. The proposed plan for and manner of dissemination of Notice of the Sparboe Amendment and of the Settlement Agreement between Direct Purchaser Plaintiffs and Defendant Cal-Maine Foods, Inc. is hereby APPROVED:

- a. The Notice Plan proposed by Direct Purchaser Plaintiffs and described herein, which includes Direct Mail Notice, Publication Notice, a website, and a toll-free hotline, is “the best notice that is practicable under the circumstances,” as required by Fed. R. Civ. P. 23(c)(2)(B);
- b. The manner of providing notice to all class members who would be bound by the Notice Plan is “reasonable,” as required by Fed. R. Civ. P. 23(e).

3. Garden City Group (“GCG”) is hereby appointed as Claims Administrator and is approved to implement the Notice Plan and to administer claims under the Cal-Maine Settlement Agreement and Sparboe Amendment.

NOTICE PLAN

4. Within 60 days of the entry of this Order, GCG shall send notice by U.S. First Class mail, postage prepaid, to all individuals whose names and addresses were produced by Defendants to GCG (Direct Mail Notice) (as provided for in the Court’s Order preliminarily approving the Cal-Maine Settlement Agreement). The Direct Mail Notice shall be in substantially the same format as that attached hereto as Exhibit 1.

5. GCG shall publish notice (Publication Notice) in substantially the same format as attached hereto as Exhibit 2, as follows:

- a. Within 70 days of this Order’s entry, on one occasion, in the National Edition of the Wall Street Journal, on one-sixth of one page;
- b. Within 70 days of this Order’s entry, or as close thereto as publication schedules permit, on one occasion, in the following industry publications: Restaurants and Institutions, Restaurant Business, Convenience Store News, Hotel F&B, Nation’s Restaurant News, School Nutrition, Food

Service Director, Progressive Grocer, Food Manufacturing, Supermarket News, Stores, Egg Industry Magazine, Baking Buyer, Modern Baking, Food Processing, Long Term Living, and PetFood Industry.

- c. Within 70 days of this Order's entry, GCG shall issue press releases, consisting of substantially the same language of the Publication Notice, through (i) PR Newswire and (ii) 1,000 journalists in the restaurant and food industry.
- d. Within 60 days of this Order's entry, GCG shall publish Direct Mail Notice, relevant Court documents, the Cal-Maine Settlement Agreement, the Sparboe Amendment, any Settlement updates, and answers to "Frequently Asked Questions" at www.eggproductsettlement.com.
- e. Within 60 days of this Order's entry, GCG will staff a toll-free hotline, (866) 881-8306, to answer any Settlement Class member's questions.
- f. Within 90 days of this Order's entry, Plaintiffs shall file an affidavit prepared by GCG that details the process engaged in by GCG to effect the Notice Plan, and confirms that the requirements regarding Direct Mail Notice, Publication Notice, the website, and the toll-free hotline have been completed in accordance with this Order.

SIGNIFICANT DATES

6. Requests for Exclusion from the Sparboe Settlement as amended: Requests for exclusion from the Sparboe Settlement by individuals or entities who become members of the Sparboe Settlement Class solely by virtue of the Sparboe Amendment (i.e., those had no direct purchases of Shell Eggs or Egg Products from any Producer in the United States from between

January 1, 2000 and October 23, 2009, but that did make such purchases between October 24, 2009 and the date on which this Court enters an order preliminarily approving the Cal-Maine Settlement) must be first-class mail postmarked or hand delivered 45 days prior to the Fairness Hearing on the Sparboe Amendment (exact date to be inserted in Direct Mail Notice and Publication Notice).

7. Objections to the Sparboe Amendment: Objections to the Sparboe Amendment by any Member of the Sparboe Settlement Class as amended must be first-class mail postmarked or hand delivered 45 days prior to the Fairness Hearing on the Sparboe Amendment (exact date to be inserted in Direct Mail Notice and Publication Notice).

8. Motion for Final Approval of the Sparboe Amendment: Must be filed at least 30 days prior to the Fairness Hearing on the Sparboe Amendment set forth below.

9. Fairness Hearing for the Sparboe Amendment: The Court will hold a hearing regarding the fairness of the Sparboe Amendment in conjunction with its Fairness Hearing on the Cal-Maine Settlement, scheduled for _____ __, ____ at __:__ .m. [approximately 6 months from preliminary approval of the Cal-Maine Settlement Agreement], United States District Court, Eastern District of Pennsylvania, 601 Market Street, Courtroom ____, Philadelphia, PA 19106-1797 (exact date to be inserted in Direct Mail Notice and Publication Notice). The date, time, and location of this hearing are subject to change, and Settlement Class members are advised to check www.eggproductssettlement.com for any updates.

10. Submission of Completed Claim Forms in the Cal-Maine Settlement: Claim Forms in the Cal-Maine Settlement must be first-class mail postmarked or hand delivered 45 days prior to the Fairness Hearing on the Cal-Maine Settlement (exact date to be inserted in

Direct Mail Notice and Publication Notice). The Claim Form shall be in substantially the same format as the exhibit attached hereto as Exhibit 3.

BY THE COURT:

Gene E.K. Pratter
United States District Judge

Date: _____

Exhibit 1

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

If you purchased shell eggs or egg products, produced in the United States directly from any producer from January 1, 2000 through _____, 2013, you could be a Class Member in a proposed class action settlement.

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

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

This notice also informs you that the Settlement Class for the prior settlement agreement with Sparboe Farms, Inc. (“Sparboe Settlement”) has been amended to include direct purchases of Shell Eggs and Egg Products on or after October 24, 2009 to _____, 201_ (the “Sparboe Amendment”), extending the prior Class Period of January 1, 2000 to October 23, 2009. If you become a member of the Sparboe Settlement Class solely because of the extended Class Period, you will be bound by the terms of that agreement unless you expressly exclude yourself in writing pursuant to the instructions below. If you were a member of the prior Sparboe Class and took no action in response to the previous notice of the Sparboe Settlement, you may not now exclude yourself and you remain bound by the Settlement.

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE CAL-MAINE SETTLEMENT:	
TAKE NO ACTION	You will receive the non-monetary benefits of the Cal-Maine Settlement and give up the right to sue Cal-Maine with respect to the claims asserted in this case. You may be eligible to receive a payment from the Cal-Maine Settlement if you submit a timely Claim Form (by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, _____, 201_). You will give up the right to sue Cal-Maine.
EXCLUDE YOURSELF FROM THE CAL-MAINE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_	This is the only option that allows you to ever be a part of any other lawsuit against Cal-Maine. You will not become a member of the Cal-Maine Settlement Class. If you exclude yourself, you will be able to bring a separate lawsuit against Cal-Maine with respect to the claims asserted in this case.
OBJECT TO THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_	You will remain a member of the Cal-Maine Class, but you also have the right to comment on the terms of the Cal-Maine Settlement.

<p>GO TO THE FAIRNESS HEARING ON _____, 201_ AFTER FILING A TIMELY OBJECTION TO THE CAL-MAINE SETTLEMENT</p>	<p>If you file a timely objection, you may speak in Court about the fairness of the Cal-Maine Settlement.</p>
<p>SUBMIT A CLAIM FORM FOR THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_</p>	<p>This is the only way to receive a payment from the Cal-Maine Settlement. You are not eligible to file a Claim Form if you exclude yourself from the Cal-Maine Settlement Class.</p>

<p>YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SPARBOE AMENDMENT:</p>	
<p>TAKE NO ACTION</p>	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase eggs or egg products prior to October 24, 2009), you will receive the benefits of the Sparboe Settlement and give up the right to sue Sparboe.</p> <p>If you were a member of the prior Sparboe Settlement Class (i.e., you purchased shell eggs or egg products on or before October 23, 2009) and took no action in response to the prior notice of that Settlement, you remain bound by the Sparboe Settlement.</p> <p>There is no monetary compensation under the expanded Sparboe Class Period and therefore no claim form may be submitted</p>
<p>EXCLUDE YOURSELF FROM THE EXTENDED SPARBOE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_</p>	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase eggs or egg products prior to October 24, 2009), this is the only option that allows you to ever be a part of any lawsuit against Sparboe.</p> <p>If you purchased shell eggs or egg products on or before October 23, 2009, you may not now exclude yourself from the Sparboe Settlement Class.</p>
<p>OBJECT TO THE SPARBOE AMENDMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, _____, 201_</p>	<p>You will remain a member of the expanded Sparboe Class, but you also have the right to comment on the terms of the Sparboe Amendment.</p>
<p>GO TO THE FAIRNESS HEARING ON _____, 201_ AFTER FILING A TIMELY OBJECTION TO THE SPARBOE AMENDMENT</p>	<p>If you file a timely objection, you may speak in Court about the fairness of the Sparboe Amendment.</p>

ABOUT THIS NOTICE & LITIGATION

1. Why did I receive this notice?

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

2. What is this lawsuit about?

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

In the fall and winter of 2008, lawsuits were filed in several federal courts generally alleging this conspiracy to depress egg supply. On December 2, 2008, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated proceedings before the Honorable Gene E. K. Pratter, United States District Judge in the United States District Court for the Eastern District of Pennsylvania. On January 30, 2009, Plaintiffs filed their first consolidated amended complaint alleging a wide-ranging conspiracy to fix egg prices that injured direct egg purchasers.¹ In December 2009, Plaintiffs filed their second consolidated amended complaint adding new allegations against the Defendants. On September 26, 2011, the Court dismissed claims against certain defendants, but permitted Plaintiffs to proceed against all other Defendants. Plaintiffs filed their third consolidated amended class action complaint on January 4, 2013. On August 23, 2013, the Court dismissed claims under the third amended complaint for damages incurred by the class prior to September 24, 2004. Claims for damages incurred after that date are proceeding.

To date, three defendants have settled with Plaintiffs in this matter. On June 8, 2009, Plaintiffs and Defendant Sparboe Farms Inc. (“Sparboe”) reached a settlement. Notice of the Sparboe Settlement was sent to potential Class Members in September 2010. The original Sparboe Settlement Agreement released all claims arising from this action between January 1, 2000 and June 8, 2009 in exchange for cooperation that substantially assisted Plaintiffs in prosecuting the claims in this Action. The Sparboe Agreement was finally approved by the Court on July 16, 2012. Since that time, Plaintiffs and Sparboe have amended the Sparboe Agreement to expand the Class Period from January 1, 2000 to October 23, 2009, to include claims arising from this action between October 24, 2009 and _____, 2013.

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

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

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

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

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

THE CAL-MAINE SETTLEMENT

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

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

All persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through _____, 201__.

Excluded from the Settlement Class are:

- a. Cal-Maine, the Defendants that remain in the case, prior Settling Defendants (Moark Defendants and Sparboe), and their respective parents, subsidiaries and affiliates;
- b. Egg Producers, defined as any person or entity that owns, contracts for the use of, leases, or otherwise controls hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producers;
- c. All government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.
- d. Purchases of "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types), purchases of Egg Products produced from specialty Shell Eggs, and purchases of "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat), and any person or entity that purchased exclusively specialty or hatching eggs.

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

² The Settlement Class consists of two subclasses. The first subclass, called the "Shell Egg Subclass," is made up of "[a]ll individuals and entities that purchased shell eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through ____." The second subclass, called the "Egg Products Subclass," is comprised of "[a]ll individuals and entities that purchased egg products produced from Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through ____."

4. What does the Cal-Maine Settlement provide?

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

On _____, 2013, the Court granted preliminary approval of Cal-Maine Settlement, finding it sufficiently fair, reasonable, and adequate to warrant notifying the Settlement Class.

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

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

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

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

The Claim Form and instructions for filing a proof of claim are included with the Claim Form provided with this Notice. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, _____, 201_, to be considered for distribution.

You should carefully read the descriptions of the respective classes set forth earlier in this Notice to verify that you are a Class Member. Next, you should review your records and confirm that you purchased the relevant product(s) during the relevant time period. Then, included with this Notice, you will find a Claim Form which must be completed by the Class Member and returned to the address indicated on the Claim Form. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, _____, 201_. **Any Class Member who does not complete and timely return the Claim Form will not be entitled to share in the Cal-Maine Settlement.**

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

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

NOTE: If you filed a valid and timely claim form for your Shell Egg or Egg Products purchases in the Settlement with the Moark Defendants, you need not submit a new Claim Form in the Cal-Maine Settlement

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

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

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

THE AMENDMENT TO THE SPARBOE SETTLEMENT CLASS PERIOD

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

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

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

9. What does the Sparboe Settlement Provide?

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

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

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

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

If the Court grants final approval to the Sparboe Amendment and you became a member of the Sparboe Settlement Class solely because of the extended Class Period under the Sparboe Amendment (i.e., you

made no purchases of shell eggs or egg products directly from any Producer between January 1, 2000 and October 23, 2009, but purchased shell eggs or egg products from October 24, 2009 to _____, 201_), and if you do not exclude yourself from the Class, you will be bound by the Sparboe Settlement. By remaining part of the Sparboe Settlement Class as amended you will give up any claims against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement, but you will retain all claims against all other non-settling Defendants.

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

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

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

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

Steven A. Asher WEINSTEIN KITCHENOFF & ASHER LLC 1845 Walnut Street, Suite 1100 Philadelphia, PA 19103	Michael D. Hausfeld HAUSFELD LLP 1700 K Street NW, Suite 650 Washington, DC 20006
Stanley D. Bernstein BERNSTEIN LIEBHARD LLP 10 East 40th Street, 22nd Floor New York, NY 10016	Stephen D. Susman SUSMAN GODFREY LLP 654 Madison Avenue, 5th Floor New York, NY 10065

12. How will the lawyers be paid?

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

Class Counsel will file their Fee Petition on or before _____, 201_. The Fee Petition, which will identify the specific amount of fees requested and the expenses to be reimbursed, will be available on the settlement website, www.eggproductsettlement.com, on that date. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts it determines to be fair and reasonable.

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

FINAL FAIRNESS HEARING

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

The Court has scheduled a "Fairness Hearing" at _:_ .m. on __ ____, 2014 at the following address:

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

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

YOUR LEGAL RIGHTS AND OPTIONS

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

- A. If you are a member of the Cal-Maine Settlement Class and you wish to participate in the Cal-Maine Settlement but you object to, or otherwise want to comment on, any term of the Cal-Maine Settlement (including the Fee Petition), you may file with the Court an objection by following the instructions under Question 14(c) below.
- B. If you are a member of the Sparboe Settlement Class as amended,³ and you wish to participate in the Sparboe Settlement or are already a participant under the prior Class definition, but you object to the Sparboe Amendment, you may file with the Court an objection by following the instructions under Question 14(c) below.
- C. In order for the Court to consider your objection to either the Cal-Maine Settlement or the Sparboe Amendment, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, ____ __, 201_ to each of the following:

The Court:

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

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

**Counsel for Cal-Maine
(if objecting to the Cal-Maine
Settlement):**
Veronica S. Lewis
GIBSON DUNN & CRUTCHER LLP
2100 McKinney Avenue
Dallas, TX 75201-6912

**Counsel for Sparboe
(if objecting to the Sparboe
Amendment)**
Troy Hutchinson
BRIGGS & MORGAN, P.A.
220 IDS Center
80 S. 8th St.
Minneapolis, MN 55402

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

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

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

15. How do I exclude myself from the Settlements?

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

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

- C. Your request(s) for exclusion must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by,⁴ _____, 201_ to the following address:

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

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

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

16. What happens if I do nothing?

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

⁴ To the extent you wish to mail your submission by pre-paid delivery service to be hand-delivered, you may send your mail to the following address: *In re Processed Egg Products Antitrust Litigation (EGS)*, c/o The Garden City Group, Inc., 815 Western Avenue, Suite 200, Seattle, WA 98104.

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

FOR MORE INFORMATION

For more detailed information concerning matters relating to the Cal-Maine Settlement, you may wish to review the "Settlement Agreement Between Direct Purchaser Plaintiffs and Defendants Cal-Maine (signed August 2, 2013) and the "Order on Preliminary Approval of Settlement with Cal-Maine Foods, Inc." (entered _____, 2013).

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

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

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

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

Dated: _____, 201__

The Honorable Gene E. K. Pratter

Exhibit 2

Legal Notice

If you purchased shell eggs or egg products produced in the United States directly from any producer from January 1, 2000 through _____, 2013, you could be a Class Member in a proposed class action settlement.

This legal notice is to inform you of the proposed Cal-Maine Settlement reached in the class action lawsuit, *In re Processed Egg Products Antitrust Litigation*, Case No. 08-md-02002, pending in the United States District Court for the Eastern District of Pennsylvania, and also inform you of an amendment to the Sparboe Settlement.

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

The Cal-Maine Settlement "Class" includes all persons and entities in the United States that purchased shell eggs and egg products, in the United States directly from any producer from January 1, 2000 through _____, 2013. Due to the Cal-Maine Settlement, the prior Sparboe Settlement, approved by the Court last year, is amended to add to the Sparboe Settlement Class direct purchases of shell eggs and egg products from October 24, 2009 through _____, 2013, expanding the Class Period to make it comparable to the Cal-Maine Class.

What is this case about?

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

What does the Cal-Maine Settlement provide?

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

What does the Sparboe Settlement provide?

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

What do I do now?

If you are a Class Member your legal rights are affected, and you now have a choice to make. **Participate in the Settlements:** No action is required to remain part of the Cal-Maine Settlement or the amended Sparboe Settlement. If the Court grants final approval to the Cal-Maine Settlement and the Sparboe Amendment, the Cal-Maine Settlement and Amended Sparboe Settlement will be binding upon you and all other Class Members. By remaining part of the Cal-Maine Settlement, you will give up any potential claims that you may have against Cal-Maine relating to the claims alleged in this lawsuit. You may be eligible to receive a payment from the Cal-Maine Settlement if you submit a completed claim form (postmarked no later than _____, 201_). **Ask to be excluded:** If you wish to exclude yourself from the Sparboe Settlement as amended (*if* you had no purchases before October 24, 2009) and/or the Cal-Maine Settlement) and wish to retain your rights to pursue your own lawsuit relating to the claims alleged in this lawsuit, you must formally exclude yourself from one or both Classes by sending a signed letter to the Claims Administrator postmarked on or before _____, 201_. **Object:** You may notify the Court that you object to the Cal-Maine Settlement and/or Sparboe Amendment by mailing a statement of your objection(s) to the Court, Plaintiffs' Counsel, and Defense Counsel postmarked by _____, 201_. Detailed instructions on how to participate, opt out or object are on the settlement website.

Who represents you?

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

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

At ___:___ p.m. on _____, 201_, at the United States District Court, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, the Court will hold a hearing to determine the fairness and adequacy of the Cal-Maine Settlement and the Sparboe Amendment, and consider a motion for an award of attorneys' fees and reimbursement of litigation costs. You may appear at the hearing, but are not required to do so.

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

How can I learn more?

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

Exhibit 3

**MUST BE
POSTMARKED ON
OR BEFORE**
_____, 201_

**In re Processed Egg Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9476
Dublin, OH 43017-4576
Toll-Free: 1 (866) 881-8306**

EGS



Claim No:

Control No:

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

CLAIM FORM

If you are a member of one or both of the Settlement subclasses defined below (“Claimant”), you must submit a timely and valid Claim Form postmarked no later than _____, 201_ for your claim to be considered for payment. Claim Forms should be mailed via first-class mail to the Claims Administrator at the address above.

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

GENERAL INSTRUCTIONS

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

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

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

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

A. Shell Egg Subclass

All individuals and entities that purchased Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through [the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.]

B. Egg Products Subclass



All individuals and entities that purchased Egg Products produced from Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through [the date on which the Court enters an order preliminarily approving the Agreement and certifying a Class for Settlement purposes.]

Excluded from the Class and SubClasses are Defendants, Other Settling Defendants, and Producers, and the parents, subsidiaries and affiliates of Defendants, Other Settling Defendants, and Producers, all government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

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

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

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

CLAIMANT INFORMATION

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

Claimant Name: _____

Representative or Contact Name: _____

Representative or Contact Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number:(_____) _____ Email Address: _____

SHELL EGG SUBCLASS PURCHASES

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

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

List below the totals of your shell egg purchases made directly from Cal-Maine from January 1, 2000 through [date]. **Also list all shell egg purchases made directly from any other shell egg producer in the United States from January 1, 2000 through [date] regardless of whether they are a Defendant in this action or not.**

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



Shell Egg Purchases:

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

Shell Egg Proof of Purchase

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

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

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

Proof of Purchase documents attached?

Yes No Reason: _____

EGG PRODUCTS SUBCLASS PURCHASES

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

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

List below the totals of your egg product purchases made directly from Cal-Maine Foods, Inc. from January 1, 2000 through [date]. **Also list all egg product purchases made directly from any other egg product producer in the United States from January 1, 2000 through [date] regardless of whether they are a Defendant in this action or not.**



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

Egg Products Purchases:

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

Egg Products Proof of Purchase

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

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

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

Proof of Purchase documents attached?

Yes No Reason: _____

**SUBMISSION TO JURISDICTION OF THE DISTRICT COURT**

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

RELEASE

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

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

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

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

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

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



SUBSTITUTE IRS FORM W-9

Substitute IRS Form W-9

Enter the Claimant's federal taxpayer identification number:

_____ - _____ - _____ OR _____ - _____ - _____
 Social Security Number Employer Identification Number
 (for individuals) (for corporations, trusts, etc.)

Print Claimant name:

Under penalties of perjury, I certify that:

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

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

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

CERTIFICATION

I hereby certify under penalty of perjury that:

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



I declare under penalty of perjury under the laws of the United States of America that the information provided in this Claim Form is true and correct. This Verification was executed on the ___ day of ___ in 201__ in (_____city, state, country).

Signature

Title or Position (if applicable)

Print Name

REMINDER CHECKLIST:

- Please confirm all required information is provided including Claimant Information and Purchase Information.
- Substitute W-9 Form must be complete.
- Certification must be signed.
- All claims must include a minimum of two supporting documents as Proof of Purchase for each producer claimed.
- Keep a copy of your Claim Form and supporting documents for your reference.
- The receipt of a Claim Form is not automatically confirmed by the Claims Administrator. If you wish to have confirmation that your submission was received you may choose to mail your Claim Form by U.S. Postal Service Certified Mail, return receipt requested.
- If your address changes after submitting your Claim Form, advise the Claims Administrator of your new address in writing.
- If you need additional information you may contact the Claims Administrator toll free at 1-866-881-8306. Additional information and copies of Court documents are available on the Settlement website, www.eggproductssettlement.com.
- **All Claim Forms must be postmarked on or before _____, 201_ and mailed to:**

In re Processed Egg Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9476
Dublin, OH 43017-4576

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of September, 2013, a copy of **DIRECT PURCHASER PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF AMENDMENT TO THE SETTLEMENT AGREEMENT AND MOTION FOR APPROVAL OF NOTICE PLAN FOR THE PROPOSED CAL-MAINE SETTLEMENT AGREEMENT AND PROPOSED SPARBOE AGREEMENT** was filed with the Clerk of the Court, per the Local Rules, will be available for viewing and downloading via the CM/ECF system, and the CM/ECF system will send notification of such filing to all attorneys of record. On this date, the document was also served, via electronic mail, on (1) all counsel on the Panel Attorney Service List pursuant to Case Management Order No. 1; and (2) the below-listed Liaison Counsel for Defendants, Indirect Purchaser Plaintiffs, and Direct Action Plaintiffs.

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Indirect Purchaser Plaintiffs' Liaison Counsel

Date: September 3, 2013

BY: /s/ Mindee J. Reuben
WEINSTEIN KITCHENOFF & ASHER LLC