

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

IN RE: PROCESSED EGG PRODUCTS	:	
ANTITRUST LITIGATION	:	MDL No. 2002
<hr style="width: 50%; margin-left: 0;"/>	:	08-md-02002
	:	
THIS DOCUMENT APPLIES TO:	:	
All Direct Purchaser Class Actions	:	

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

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

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

¹ The class period applicable to the (1) Midwest Poultry Settlement, (2) National Food Corporation Settlement, and (2) United Egg Producers/United States Egg Marketers Settlement is January 1, 2000 to July 30, 2014. *See* ECF No. 1027 at 1 (July 30, 2014 Order granting preliminary approval of the three settlements).

Dated: March 20, 2014

Respectfully submitted,

/s/ Steven A. Asher

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**UNITED STATES DISTRICT COURT
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MDL No. 2002
Case No: 08-md-02002

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

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Direct Purchaser Class Plaintiffs (“Plaintiffs”) submit this memorandum in support of their Motion for Final Approval of the Second Amendment to the Settlement Agreement between Plaintiffs and Sparboe Farms, Inc. (“Sparboe”). This motion is brought in connection with the June 8, 2009 Settlement Agreement between Plaintiffs and Sparboe (the “Sparboe Settlement Agreement”), the amendment to that Agreement executed on June 16, 2014 (the “Second Sparboe Amendment”), and the Court’s preliminary approval of the Second Amendment on July 30, 2014. *See* ECF No. 1027 at 12.¹

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

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

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

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

Id. Subsequent settlements with other Defendants in this Action have triggered Plaintiffs' obligation to seek Court approval of proposed amendments to the Sparboe Settlement Agreement.

On August 2, 2013, Plaintiffs entered into a Settlement Agreement with Defendant Cal-Maine Foods, Inc. (ECF No. 848-2). Although the settlement class definitions in the Sparboe Settlement Agreement and the Cal-Maine Settlement Agreement are substantially similar, the Class Period in the Cal-Maine Settlement Agreement is longer, running from January 1, 2000 to February 28, 2014. *See* ECF No. 848-2 at ¶ 20 (defining Class Period for Cal-Maine Settlement);

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

Accordingly, on September 3, 2013, Plaintiffs moved the Court to preliminarily approve a proposed amendment to the Sparboe Settlement Agreement (“First Sparboe Amendment”) expanding the Class Period in the Sparboe Settlement Agreement to match the Class Period in the Cal-Maine Settlement Agreement. *See* ECF No. 853. On February 28, 2014, the Court granted the motion (ECF No. 908 ¶¶ 12-16) and the notice plan was implemented in April 2014 (ECF No. 975 ¶¶ 6-14). The Court granted final approval of the First Sparboe Amendment on October 10, 2014, which extended the Sparboe Settlement Class Period through February 28, 2014. ECF No. 1080 at ¶ 2.

In March and May 2014, Plaintiffs entered into three additional settlement agreements: (1) the NFC Settlement Agreement, (2) the Midwest Poultry (“MPS”) Settlement Agreement, and (3) the UEP/USEM Settlement Agreement. Like the Cal-Maine Settlement Agreement, these three settlement agreements contain class definitions that are substantially similar to the Sparboe Settlement Agreement. However, the Class Periods in these recent settlement agreements are longer, running from January 1, 2000 to July 30, 2104, the date the Court granted preliminary approval of the three Settlements. *See* ECF No. 1027 at 1.

Because the NFC, MPS, and UEP/USEM Settlement Agreements expand the Class Period, on June 16, 2014, Plaintiffs and Sparboe executed a second amendment to the Sparboe Agreement that conforms the class period in the Sparboe Agreement to the class period in the

NFC, MPS, and UEP/USEM Settlement Agreements. The proposed Second 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 agreements with National Food Corporation, the settlement agreement with Midwest Poultry Services, LP, and the settlement agreement with United Egg Producers and United States Egg Marketers, and certifies a corresponding Class for Settlement purposes as to National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers only. If the Court enters separate preliminary approval and settlement-class certification orders as to any of these three settlements, the date of the last such order shall be deemed the last day of the Class Period.”

Exhibit B at ¶ 1. The Second Sparboe Amendment does not alter any other provision of the Sparboe Settlement Agreement, and the Sparboe Agreement remains binding on Plaintiffs and the Class. *Id.* ¶ 4. The Second Sparboe Amendment also requires that notice of the Amendment be disseminated to the Class in conjunction with notice of the NFC, MPS, and UEP/USEM Settlement Agreements, at no cost to Sparboe. *Id.* ¶ 3.

On July 30, 2014, the Court granted preliminary approval of the Second Sparboe Amendment and approved Plaintiffs’ plan to disseminate notice of the Amendment. *See* ECF No. 1027 at 1. A final fairness hearing is scheduled for May 6, 2015. *Id.* at 17.

The Notice Plan for the Second Sparboe Amendment was implemented in October 2014. The plan included: (1) direct notice by first-class mail; (2) publication of short form notice; (3) a press release through PR Newswire; (4) a dedicated website through which Class Members can obtain information concerning the Sparboe Amendment; and (5) a toll-free telephone helpline where callers can obtain information about the Sparboe Amendment. *See* Ex. C, Supplemental Affidavit of Jennifer M. Keough ¶ 5 (“Keough Aff.”). The Direct Mail Notice (Exhibit 1 to

Keough Aff.) apprised Class Members of the Action (Notice at 2–4); the Sparboe Settlement (Notice at 3); the Second Amendment to the Sparboe Settlement (Notice at 5–6); information concerning Class Members’ right to object to, or exclude themselves from, the amended class period (Notice at 7–9); and information needed to make informed decisions regarding the Second Sparboe Amendment (Notice at 9).

On October 27, 2014 Garden City Group, LLC (“GCG”), the Settlement Claims Administrator retained by Interim Counsel, mailed the long-form Notice (“Mailed Notice”) to approximately 19,502 direct purchasers of Shell Eggs and Egg Products identified using the sales data produced by Defendants. Exhibit C, Keough Aff. at ¶¶ 6–8. As of March 18, 2015, the date the Keough Affidavit was executed, GCG has received 40 Mailed Notices returned by the U.S. Postal Service with forwarding address information and 3,124 Mailed Notices returned by the U.S. Postal Service without forwarding address information.² *Id.* at ¶¶ 9–10.

In addition to direct notice via first-class mail, Summary Notice was published in various industry journals that cater to the restaurant and food industries.³ *Id.* at ¶ 11. The Summary Notice was also published in the October 28, 2014 issue of the Wall Street Journal. *Id.* GCG also coordinated press releases, containing substantially the same language as the Summary Notice, on October 27, 2014. *Id.* at ¶ 12. The releases were distributed over the US1 Newslines and the

² Mailed notices returned by the U.S. Postal Service with forwarding address information were promptly re-mailed to the updated addresses provided. Exhibit C, Keough Aff. at ¶ 9.

³ Summary Notice was published in the following trade magazines: *Restaurant Business* (October 2014 issue), *Convenience Store News* (October 2014 issue), *Hotel F&B* (November/December 2014 issue), *Nation's Restaurant News* (October 20, 2014 issue), *FoodService Director* (October 2014 issue), *Progressive Grocer* (November 2014 issue), *Food Manufacturing* (November/December 2014 issue), *Supermarket News* (November 3, 2014 issue), *Stores* (November 2014 issue), *Egg Industry* (October 2014 issue), *Bake* (October 2014 issue), *Food Processing* (November 2014 issue), *Long Term Living* (October/November 2014 issue), *PetFood Industry* (November 2014 issue), and *School Nutrition* (November 2014 issue). Keough Aff. at ¶ 11.

Hispanic Newslines and included distribution to over 1,000 journalists in the restaurant and food industries. *Id.*

GCG also maintains a website dedicated website to provide additional information to class members and to answer frequently asked questions.⁴ The website has been operational since August 30, 2010, and is accessible twenty-four hours a day, seven days a week. *Id.* at ¶ 13. Website visitors can download the Notice, the Court’s preliminary approval order, and other relevant documents. *Id.* The website was updated to contain information about the Second Sparboe Amendment on October 10, 2014. *Id.* Between October 10, 2014 and March 18, 2015, the website has received 4,342 hits. *Id.*

In addition to the website, GCG maintains an automated toll-free telephone number that potential Class Members can call for information about the Second Sparboe Amendment.⁵ *Id.* at ¶ 14. The number is operational twenty-four hours a day and seven days a week. Callers have an option to leave a voice message requesting a return call from a call center representative. *Id.* The automated number was updated with information about the Second Sparboe Amendment on October 10, 2014. *Id.* Between October 10, 2014 and March 18, 2015, there have been 639 calls to the automated number. *Id.*

The notice plan utilized for the Second Sparboe Amendment is the same plan the Court found to “constitute[] adequate notice in satisfaction of the demands of Rule 23” when used to provide notice of Plaintiffs’ settlements with Cal-Maine and Defendants Moark, LLC, Norco Ranch, Inc., and Land O’Lakes, Inc. *See In re Processed Eggs Prods. Antitrust Litig.*, 302 F.R.D. 339, 354 (E.D. Pa. 2014) (Pratter, J.); *In re Processed Eggs Prods. Antitrust Litig.*, 284 F.R.D. 249, 266 (E.D. Pa. 2012) (Pratter, J.). As the Court previously found, the Notice Plan’s use of

⁴ www.EggProductsSettlement.com

⁵ 1-866-881-8306

first-class mail and publication in the press satisfies due process and the requirements set forth in Rule 23(c) and (e). *See Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 90 (3d Cir. 1985) (“It is well settled that in the usual situation first-class mail and publication in the press fully satisfy the notice requirement of both Fed. R. Civ. P. 23 and the due process clause.”).

Plaintiffs are not aware of any objections to the Second Sparboe Amendment filed before or after the March 6, 2015 deadline for filing an objection provided in the notice. *See* Exhibit C, Keough Aff. at ¶ 16. And GCG did not receive any requests for exclusion from the Second Sparboe Amendment. *Id.* at ¶ 15.

Plaintiffs respectfully request that the Court grant final approval of the Amendment. First, the Court previously granted final approval to the Sparboe Settlement Agreement, and found its terms to be sufficiently fair, reasonable and adequate to the Sparboe Class (including the provision expressly anticipating that the Class Period would be under the circumstances presented here). *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 305 (E.D. Pa. 2012) (Pratter, J.). The Amendment changes only the Class Period applicable to the Sparboe Settlement Agreement; the other terms of the Agreement remain the same and binding on Plaintiffs and the Class. *See* Exhibit B, Amendment at ¶ 4. Second, the Sparboe Settlement Agreement provided for only cooperation; there was no settlement fund created. Thus, members of the original Sparboe Settlement Class suffer no dilution of the value of the Settlement to them by including additional class members. Third, Class Members under both the prior class period and the expanded period benefit equally from the value of Sparboe’s cooperation in assisting with the prosecution of this Action against the remaining Defendants. Fourth, direct purchasers who will become members of the Class solely by virtue of the Second Sparboe Amendment (*e.g.*, they had no purchases of eggs or egg products in the prior Class Period) had the opportunity to

exclude themselves from the amended Class and to object to the Amendment. Existing Class Members also had an opportunity to object to the expansion of the Class. As noted above, Plaintiffs are not aware of any objections to the Second Sparboe Amendment or requests to be excluded from the Amendment. *See* Exhibit C, Keough Aff. at ¶¶ 15–16.

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

Dated: March 20, 2014

Respectfully submitted,

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EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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

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

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

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

WHEREAS, Plaintiffs allege that Sparboe Farms participated in an unlawful conspiracy to raise, fix, maintain, and/or stabilize the price of Shell Eggs and Processed Egg Products in the United States at artificially high levels in violation of Section 1 of the Sherman Act;

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement with Sparboe Farms according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of the Plaintiffs and the class;

WHEREAS, Sparboe Farms, despite its belief that it is not liable for and has good defenses to the claims alleged in the Action, desires to settle the Action, and thus avoid the risk, exposure, inconvenience, and distraction of continued litigation of the Action, or any action or proceeding relating to the matters being fully settled and finally put to rest in this Agreement;

WHEREAS, Sparboe Farms agrees to further cooperate with Plaintiffs' Counsel and the class by providing information related to possible violations of the Sherman Act that have or may have been committed by other Defendants to this Action, or other parties not named as Defendants, with regard to the sale of Shell Eggs and Processed Egg Products;

WHEREAS, arm's-length settlement negotiations have taken place between Class Counsel (as defined below) and counsel for Sparboe Farms, and this Agreement has been reached as a result of those negotiations;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled, compromised and dismissed on the merits with prejudice as to Sparboe Farms only, without costs as to Plaintiffs or the class, subject to the approval of the Court, on the following terms and conditions:

Definitions.

The following terms, as used in this Agreement, have the following meanings:

1. “Class Counsel” shall refer to the law firms of Weinstein, Kitchenoff & Asher LLC, 1845 Walnut Street, Suite 1100, Philadelphia, PA 19103; Hausfeld LLP, 1700 K Street NW, Suite 650, Washington, DC 20006; Bernstein Liebhard LLP, 10 East 40th Street, 22nd Floor, New York, NY 10016; and Susman Godfrey, 654 Madison Avenue, 5th Floor, New York, NY 10065-8404. “Plaintiffs’ Counsel” shall refer to the law firms identified on pages 133-138 of the Consolidated Amended Class Action Complaint filed in the Action on January 30, 2009.

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

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

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

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

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

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

7. "Plaintiffs" means each of the following named class representatives: T.K. Ribbing's Family Restaurant, LLC; Eby-Brown Company LLC; Goldberg and Solovy Foods, Inc.; Karetas Foods, Inc.; Nussbaum-SF, Inc.; Somerset Industries, Inc.; Wixon, Inc.; and SensoryEffects Flavor Co. d/b/a SensoryEffects Flavor Systems.

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

9. "Releasers" shall refer jointly and severally and individually to the Plaintiffs, the Class Members and to each of their respective past and present officers, directors, parents, subsidiaries, affiliates, partners, and insurers, and to the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

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

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

Settlement Class Certification

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

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

a.) Shell Egg Subclass

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

b.) Egg Products Subclass

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

Excluded from the class and subclasses are the Defendants, their co-conspirators, and their respective parents, subsidiaries and affiliates, all government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family. Also excluded from the Class and Subclasses are purchases of "specialty" shell egg or egg products (such as "organic," "free-range" or "cage-free") and purchases of hatching eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).

Approval of this Agreement and Dismissal of Claims

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

securing both the Court's certification of the Class and the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to Sparboe Farms.

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

Farms and Class Counsel agree to or as ordered by the Court. Within twenty (20) business days after the Execution Date, Sparboe Farms shall supply to Class Counsel at Sparboe Farms' expense and in such form as kept in the regular course of business (electronic format if available) such names and addresses of potential Class Members as it has.

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

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

- (a) as to the Action, approving finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- (b) directing that, as to Sparboe Farms, the Action be dismissed with prejudice and, except as explicitly provided for in this Agreement, without costs;
- (c) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement;
- (d) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the final judgment of dismissal as to Sparboe Farms shall be entered; and
- (e) requiring Class Counsel to file with the Clerk of the Court a record of potential Class Members who timely excluded themselves from the class, and to provide a copy of the record to counsel for Sparboe Farms.

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

Class Members and without costs has been entered, and (b) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as described in clause (a) above has expired or, if appealed, approval of this Agreement and the final judgment have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review ("Finally Approved"). It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. §1651, shall be taken into account in determining the above-stated times. On the Execution Date, Plaintiffs and Sparboe Farms shall be bound by the terms of this Agreement, and the Agreement shall not be rescinded except in accordance with Paragraph 20 of this Agreement.

Release and Discharge

17. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming Finally Approved, and for other valuable consideration as described herein, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, arising out of or resulting from conduct concerning any agreement among Defendants, the reduction or restraint of supply, the reduction of or restrictions on production capacity, or the pricing, selling, discounting, marketing, or distributing of Shell Eggs and Processed Egg Products in the United States or elsewhere, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted,

whether or not concealed or hidden, in the Complaints filed in the Action (the "Complaints"), which arise from or are predicated on the facts and/or actions described in the Complaints under any federal, state or foreign antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, fraud, RICO, civil conspiracy law, or similar laws, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, from the beginning of time to the date of this Agreement (the "Released Claims"). The Releasors shall not, after the date of this Agreement, seek to recover against any of the Releasees for any of the Released Claims. Notwithstanding anything in this Paragraph, Released Claims shall not include, and this Agreement shall not and does not release, acquit or discharge, claims based solely on purchases of Shell Eggs and Processed Egg Products outside of the United States on behalf of persons or entities located outside of the United States at the time of such purchases. This Release is made without regard to the possibility of subsequent discovery or existence of different or additional facts.

a. Each Releasor waives California Civil Code Section 1542 and similar provisions in other states. Plaintiffs hereby certify that they are aware of and have read and reviewed the following provision of California Civil Code Section 1542 ("Section 1542"): "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The provisions of the release set forth above shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that

are the subject matter of this Settlement Agreement , but each Releasor hereby expressly and fully, finally and forever waives and relinquishes, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent, claim whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts, as well as any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other or different facts.

18. In addition to the provisions of Paragraph 17, each Releasor hereby expressly and irrevocably waives and releases, upon this Agreement becoming Finally Approved, any and all defenses, rights, and benefits that each Releasor may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained in Paragraph 17. Each Releasor also expressly and irrevocably waives any and all defenses, rights, and benefits that the Releasor may have under any similar statute in effect in any other jurisdiction that, absent such waiver, might limit the extent or effect of the Release.

19. The release and discharge set forth in Paragraphs 17 and 18 herein do not include claims relating to payment disputes, physical harm, defective product or bodily injury (the "Excepted Claims") and do not include any Non-Settling Defendant.

Rescission if the Agreement is Not Approved

20. If the Court refuses to approve this Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 15 of this Agreement, or if the Court enters the final judgment and

appellate review is sought, and on such review, such final judgment is not affirmed, then Sparboe Farms and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety.

21. In the event of rescission, if final approval of this Agreement is not obtained, or if the Court does not enter the final judgment provided for in Paragraph 15 of this Agreement, Class Counsel agrees that this Settlement Agreement, including its exhibits, and any and all negotiations, documents, information and discussions associated with it shall be without prejudice to the rights of Sparboe Farms, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing, or of the truth of any of the claims or allegations made in this Action in any pleading, and shall not be used directly or indirectly, in any way, whether in this Action or in any other proceeding except as otherwise subsequently and independently obtained by Class Counsel pursuant to the Federal Rules of Civil Procedure.

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

Cooperation Agreement

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

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

Further:

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

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

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

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

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

Confidentiality and Non-Use of Information and Documents

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

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

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

Notice of Settlement to Class Members

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

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

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

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

Subsequent Modification of Class Definition or Class Period

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

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

Miscellaneous

32. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Action against any Non-Settling Defendant or any unnamed co-conspirator other than the Releasees. All rights of any Class Member against Non-Settling Defendants or unnamed co-conspirators or any other person or entity other than the Releasees are specifically reserved by Plaintiffs and the Class Members. The sales of Shell Eggs and Processed Egg Products by Sparboe Farms to Class Members shall remain in the case against the Non-Settling Defendants in the Action as a basis for damage claims and shall be part of any joint and several liability claims against Non-Settling Defendants in the Action or other persons or entities other than the Releasees.

33. The United States District Court for the Eastern District of Pennsylvania shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Sparboe Farms. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Pennsylvania without regard to its choice of law or conflict of laws principles. Sparboe Farms only submits to the jurisdiction in the Eastern District of Pennsylvania for the purposes of this Settlement Agreement and the

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

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

35. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors and Releasees. Without limiting the generality of the foregoing: (a) each and every covenant and agreement made herein by Plaintiffs, Class Counsel or Plaintiffs' Counsel shall be binding upon all Class Members and Releasors; and (b) each and every covenant and agreement made herein by Releasees shall be binding upon all Releasees.

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

37. The headings in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

38. In the event this Agreement is not approved or is terminated, or in the event that the Order and Final Judgment approving the settlement is entered but is substantially reversed, modified, or vacated, the pre-settlement status of the litigation shall be restored and the Agreement shall have no effect on the rights of the Settling Parties to prosecute or defend the pending Action in any respect, including the right to litigate fully the issues related to class

certification, raise personal jurisdictional defenses, or any other defenses, which rights are specifically and expressly retained by Sparboe Farms.

39. Neither Sparboe Farms nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

40. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Class Members, Releasers, Sparboe Farms, and Releasees any right or remedy under or by reason of this Agreement.

41. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by facsimile or letter by overnight delivery to:

For the class:

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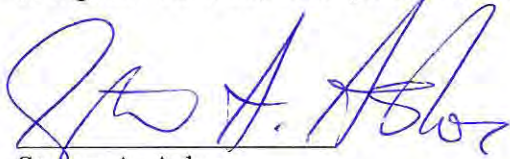
For Sparboe Farms:

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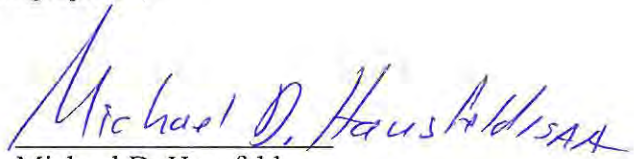
42. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Originally Signed: June 5, 2009

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



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

Originally Signed: June 8, 2009

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



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(On Behalf of Sparboe Farms, Inc.)

EXHIBIT B

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 :

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

This Second 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 16th day of June 2014.

WHEREAS, the Court granted final approval to the Sparboe Agreement on July 16, 2012 (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 29, 2013, Plaintiffs and Sparboe Farms executed an Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc., to modify the Class Period in the Sparboe Agreement so as to be consistent with the longer class period contained in the Settlement Agreement entered into on August 2, 2013 between Plaintiffs and Defendant Cal-Maine Foods, Inc., which Amendment was submitted for Court approval on September 3, 2013 (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 (ECF No. 853));

WHEREAS, the Court issued an Order on February 28, 2014 preliminarily approving the Amendment to the Sparboe Agreement and directing that notice of the proposed amendment be provided to the Settlement Class (Order dated Feb. 28, 2014 ¶¶ 12-16 (ECF No. 908));

WHEREAS, Plaintiffs subsequently have entered into three additional settlement agreements: (1) the March 28, 2014 settlement between Plaintiffs and Defendant National Food Corporation ("NFC Settlement Agreement"); (2) the March 31, 2014 settlement between Plaintiffs and Defendant Midwest Poultry Services, LP ("Midwest Poultry Settlement Agreement"); and (3) the May 21, 2014 settlement between Plaintiffs and Defendants United Egg Producers and United States Egg Marketers ("UEP/USEM Settlement Agreement"), all of which provide for a Class Period of greater duration—from January 1, 2000 through the date on

which the Court enters an order preliminarily approving these agreements and certifies corresponding Classes 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 agreements with National Food Corporation, the settlement agreement with Midwest Poultry Services, LP, and the settlement agreement with United Egg Producers and United States Egg Marketers, and certifies a corresponding Class for Settlement purposes as to National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers only. If the Court enters separate preliminary approval and settlement-class certification orders as to any of these three settlements, the date of the last such order shall be deemed the last day of the Class Period.”

2. Class Counsel shall move the Court to approve this Second 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 Settlement Agreements with National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers.

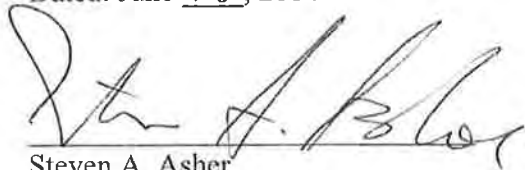
3. Class Counsel shall disseminate notice of this Second Amendment in connection with the Class Notice of the Settlement Agreements with National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers. Sparboe shall not be obligated to pay or reimburse 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 Second Amendment, subject to Court approval.

6. This Second 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: June 16, 2014



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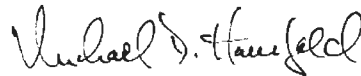
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(On Behalf of the Direct Purchaser Class Plaintiffs)

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 Second Amendment, subject to Court approval.

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Dated: June 16, 2014



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(On Behalf of the Direct Purchaser Class 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 Second Amendment, subject to Court approval.

6. This Second 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: June ____, 2014

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(On Behalf of the Direct Purchaser Class Plaintiffs)

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Dated: June ____, 2014

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(On Behalf of the Direct Purchaser Class Plaintiffs)



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(On Behalf of Sparboe Farms, Inc.)

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR 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

**AFFIDAVIT OF JENNIFER M. KEOUGH
REGARDING NOTICE DISSEMINATION**

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

JENNIFER M. KEOUGH, being duly sworn, states:

1. I am Chief Operating Officer of Garden City Group, LLC¹ (“GCG”). I have over 25 years of experience working in the legal field. The overwhelming majority of that time has been spent managing complex projects and class action administration. The following statements are based on my personal knowledge and information provided by other experienced GCG employees working under my supervision, and if called on to do so, I could and would testify competently thereto.

2. GCG is a recognized leader in legal administration services for class action settlements, bankruptcy cases and legal noticing programs. GCG has operational offices in the following locations: Lake Success, New York; New York, New York; Seattle, Washington; Chicago, Illinois; Dublin, Ohio; Tallahassee, Florida; Lake Oswego, Oregon;

¹ Please note that The Garden City Group, Inc. is now Garden City Group, LLC.

New Orleans, Louisiana; and Hammond, Louisiana. GCG has a staff of more than 1,000, including lawyers, a team of software engineers, call center professionals, notice and media experts, in-house legal advertising specialists and graphic artists with extensive website design experience.

3. GCG has a considerable amount of expertise in class action administration and the development of notice programs. In its history of over 30 years, our team has served as administrator for over 3,000 cases. GCG has mailed over 290 million notices, disseminated over 800 million emails, handled over 31 million phone calls, processed over 50 million claims, and distributed over \$37 billion in benefits. GCG's legal notices have appeared in more than 40 languages in approximately 170 countries.

4. Pursuant to Paragraph 35(a) of the Court's July 30, 2014 Order (1) Granting Preliminary Approval of the Proposed Settlement Agreement Between Direct Purchaser Plaintiffs and National Food Corporation and Direct Purchaser Plaintiffs and Midwest Poultry Services, LP; (2) Granting Preliminary Approval of the Proposed Settlement Agreement Between Direct Purchaser Plaintiffs and United Egg Producers and United States Egg Marketers; (3) Certifying the Classes for Purposes of Settlement; (4) Granting Leave to File Motion(s) for Fees and Expenses; (5) Granting Preliminary Approval of the Proposed Second Amendment to Settlement Agreement Between Direct Purchaser Plaintiffs and Sparboe Farms, Inc.; and (6) Approving the Notice Plan for the Preliminarily Approved Settlement Agreements and the Second Amendment to the Sparboe Agreement (the "Order"), GCG was appointed by the Court in the above-captioned litigation (the "Litigation") to act as Claims Administrator and to implement a legal notice program ("Notice Plan") to inform Class Members of proposed class action settlements between Plaintiffs and Defendants National Food Corporation ("NFC"), Midwest Poultry Services, LP ("Midwest"), and United Egg

Producers and United State Egg Marketers (“UEP/USEM”) (together, “the Settlements”), as well as a second amendment to the prior settlement agreement with Sparboe Farms, Inc. (“Sparboe”) expanding the class period (“Second Sparboe Amendment”).

5. Pursuant to Paragraph 35(g) of the Order, I submit this Affidavit to report to the Court and the Parties to the Litigation, that, in compliance with the Court’s Order, all elements of the Notice Plan have been successfully implemented. The Notice Plan elements include:

- Direct long-form notice by first-class mail to over 19,000 Class Members², which includes the long-form notice (the “Mailed Notice”);
- Publication of short-form notice (the “Summary Notice”) in *The Wall Street Journal* and a number of industry publications;
- A press release through PR Newswire;
- A dedicated website through which Class Members can obtain information concerning the Settlements and the Second Sparboe Amendment; and
- A toll-free telephone helpline through which Class Members can obtain information concerning the Settlements and the Second Sparboe Amendment.

DIRECT MAIL NOTICE

6. In 2010, prior to implementing notice relating to the Moark Settlement and the Sparboe Settlement, GCG received approximately 13,900 electronic records from egg producer Defendants. In March and April 2014, GCG received 8,413 supplemental customer records from the egg producer Defendants. Pursuant to Paragraph 35(b) of the Order, Defendants were ordered to provide supplemental records not included in prior productions to GCG. Between August 13, 2014 and October 1, 2014, GCG received various electronic data

² As defined in the Order, the Settlement Class consists of all persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through July 30, 2014. Excluded from the Class are Defendants, Other Settling Defendants, and Producers, and the parents, subsidiaries and affiliates of Defendants, Other Settling Defendants, and Producers, all government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court’s or staff’s immediate family.

files from various named Defendants, and was advised that the files contained the lists of supplemental Class Member names and addresses. In total, GCG received 723 supplemental electronic records from Defendants. Pursuant to Paragraph 35(b) of the Order, these records are treated as confidential and utilized solely for the purpose of disseminating notice and maintaining a customer database.

7. GCG loaded the supplemental data and the prior data into a database created for the Litigation. Prior to mailing the Mailed Notice, mailing addresses of potential Class Members were updated using the National Change of Address database (“NCOA”). The NCOA resulted in 334 address updates. GCG identified and excluded duplicate records. Additionally, GCG excluded known ineligible records including known records for Defendants and Producers. GCG formatted the Notice Packet, and caused it to be printed with the name and address of each known potential Class Member.

8. Pursuant to Paragraph 35(d) of the Order, GCG posted the Mailed Notices for first-class mail, postage pre-paid on October 27, 2014 (the “Notice Date”). On the Notice Date, 19,502 copies of the Mailed Notice were mailed via first-class mail. A copy of the Mailed Notice is attached hereto as Exhibit 1.

UNDELIVERABLES

9. As of the date of this Affidavit, GCG has received 40 Mailed Notices returned by the U.S. Postal Service with forwarding address information. Mailed Notices returned by the U.S. Postal Service with forwarding address information were promptly re-mailed to the updated addresses provided.

10. As of the date of this Affidavit, GCG has received 3,124 Mailed Notices returned by the U.S. Postal Service without forwarding address information.

NOTICE BY PUBLICATION

11. Pursuant to Paragraph 35(f)(i) of the Order, GCG caused the Summary Notice to be published on October 28, 2014 in *The Wall Street Journal*. Additionally, pursuant to Paragraph 35(f)(ii) of the Order, the Summary Notice was published in a variety of trade magazines that specifically cater to the restaurant and food industries. The Summary Notice published in the following trade magazines: *Restaurant Business* (October 2014 issue), *Convenience Store News* (October 2014 issue), *Hotel F&B* (November/December 2014 issue), *Nation's Restaurant News* (October 20, 2014 issue), *FoodService Director* (October 2014 issue), *Progressive Grocer* (November 2014 issue), *Food Manufacturing* (November/December 2014 issue), *Supermarket News* (November 3, 2014 issue), *Stores* (November 2014 issue), *Egg Industry* (October 2014 issue), *Bake* (October 2014 issue), *Food Processing* (November 2014 issue), *Long Term Living* (October/November 2014 issue), *PetFood Industry* (November 2014 issue), and *School Nutrition* (November 2014 issue). Summary Notice tear sheets from the publications are attached hereto as Exhibit 2.

PRESS RELEASES

12. Pursuant to Paragraph 35(f)(iii) of the Order, GCG coordinated the release of press releases, consisting of substantially the same language as the Summary Notice, on October 27, 2014. The releases were distributed over the US1 Newline and the Hispanic Newline and included distribution to over 1,000 journalists in the Restaurant and Food Industries.

WEBSITE

13. Pursuant to Paragraph 35(e) of the Order, GCG established and maintains a website dedicated to this Settlement (www.EggProductsSettlement.com) to provide additional

information to the Class Members and to answer frequently asked questions. Users of the website can download a Mailed Notice as well as review the Order, Settlement Agreements and other relevant Court documents. The web address is set forth in the Mailed Notice. The Settlement website has been operational since August 30, 2010, and is accessible 24 hours a day, 7 days a week. The website was updated to include information about the Settlements and the Second Sparboe Amendment on October 10, 2014. Between October 10, 2014 and the date of this Affidavit, the website has received 4,342 visits.

TOLL-FREE TELEPHONE HELPLINE

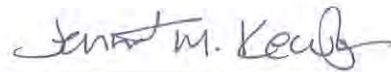
14. Pursuant to Paragraph 35(c) of the Order, beginning on August 30, 2010, GCG set up and continues to maintain an automated toll-free telephone number (1-866-881-8306), where potential Class Members can obtain information about the Settlement. This toll-free number is accessible twenty-four hours a day, seven days a week. Class Members who call the toll-free number have the option of leaving a voice message requesting a return call from a call center representative. The automated toll-free number was updated to include information about the Settlements and the Second Sparboe Amendment on October 10, 2014. Between October 10, 2014 and the date of this Affidavit, there have been 639 calls to the automated number. GCG has and will continue to expeditiously handle Class Member inquiries.

OBJECTIONS AND EXCLUSIONS

15. Pursuant to Paragraph 35(j) and Paragraph 35(l) of the Order, any Class Member who wished to be excluded from the Settlements and/or the Second Sparboe Amendment was required to submit their exclusion request to GCG postmarked or hand-delivered no later than March 6, 2015. As of the date of this Affidavit, GCG has received 197 timely Midwest Settlement exclusion requests, 197 timely NFC Settlement exclusion requests, and 197 timely UEP/USEM Settlement exclusion requests from Class Members.

Many of those who requested exclusion appear to be related entities with similar names and shared counsel. Of the entities who have requested exclusion, there are, for example, 12 “Kraft” entities, 14 “Unilever” entities, 5 “Kroger” entities, and 5 “Nestle” entities. As of the date of this Affidavit, GCG has not received any valid exclusion requests relating to the Sparboe Settlement as amended by the Second Sparboe Amendment. Attached as Exhibit 3 is a list of Class Members requesting exclusion.

16. Pursuant to Paragraph 35(k) and Paragraph 35(m) of the Order, any Class Member who wished to object to the approval of the Settlements and/or the Second Sparboe Amendment was required to submit their objection to the Court and the Parties, postmarked or hand-delivered no later than March 6, 2015. As of the date of this Affidavit, GCG has not directly received any objections from Class Members relating to the Midwest Settlement, the NFC Settlement, the UEP/USEM Settlement, or the Sparboe Settlement as amended by the Second Sparboe Amendment.


JENNIFER M. KEOUGH

Sworn to before me in Seattle, Washington,
this 18th day of March 2015.





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 July 30, 2014, you could be a Class Member in a proposed class action settlement.

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

The purpose of this notice is to inform you that Plaintiffs in the *In re Processed Egg Products Antitrust Litigation* reached settlements with Defendants Midwest Poultry Services, LP, National Food Corporation, United Egg Producers and United States Egg Marketers, together with their past and present parents, subsidiaries, and affiliates. If you fall within the definition of the "Settlement Class" as defined herein, you will be bound by the settlements 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 for a second time. The original Sparboe Settlement included direct purchases of Shell Eggs and Egg Products between January 1, 2000 and October 23, 2009, as described in the notice dated July 15, 2010. The first amendment to the Sparboe Settlement extended the Class Period to include direct purchases of Shell Eggs and Egg Products between October 24, 2009 through February 28, 2014 (the "First Sparboe Amendment"), as described in the notice dated February 28, 2014. The Sparboe Settlement now has been amended a second time to include direct purchases of Shell Eggs and Egg Products between March 1, 2014 and July 30, 2014 ("Second Sparboe Amendment"). If you become a member of the Sparboe Settlement Class solely because of this second extension of the Class Period (i.e., you purchased Shell Eggs or Egg Products between March 1, 2014 and July 30, 2014 but not before this 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, either under the original Sparboe Settlement class definition or the expanded definition in the First Sparboe Amendment, and took no action in response to the previous notice of the Sparboe Settlement dated July 15, 2010 or the notice of the First Sparboe Amendment dated February 28, 2014, 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 Settlements with Midwest Poultry Services, LP ("Midwest"), National Food Corporation ("NFC"), United Egg Producers ("UEP") and United States Egg Marketers ("USEM") (collectively, the "Midwest, NFC, and UEP/USEM Settlements") and of the Second 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 MIDWEST, NFC, AND UEP/USEM SETTLEMENTS:	
TAKE NO ACTION	You will receive the non-monetary benefits of the Midwest, NFC, and UEP/USEM Settlements and give up the right to sue Midwest, NFC, UEP and USEM with respect to the claims asserted in this case. You may be eligible to submit a claim at a later date to receive money from these Settlements.
EXCLUDE YOURSELF FROM THE MIDWEST, NFC, OR UEP/USEM SETTLEMENT CLASSES BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015	This is the only option that allows you to ever be a part of any other lawsuit against Midwest, NFC, UEP or USEM with respect to the claims asserted in this case. You will not become a member of the Settlement Classes. If you exclude yourself, you will be able to bring a separate lawsuit against Midwest, NFC, UEP or USEM with respect to the claims asserted in this case.
OBJECT TO THE MIDWEST, NFC, OR UEP/USEM SETTLEMENTS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015	You will remain a member of the Midwest, NFC, and UEP/USEM Settlement Classes, but you also have the right to comment on the terms of the Settlements.
GO TO THE FAIRNESS HEARING ON May 6, 2015 AFTER FILING A TIMELY OBJECTION TO THE MIDWEST, NFC, OR UEP/USEM SETTLEMENTS	If you file a timely objection, you may speak in court about the fairness of the Midwest, NFC, or UEP/USEM Settlements.

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SECOND SPARBOE AMENDMENT:	
TAKE NO ACTION	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Second Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to March 1, 2014), 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 original 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 dated July 15, 2010, you remain bound by the Sparboe Settlement.</p> <p>If you were a member of the Sparboe Settlement Class solely because of the expanded Class Period under the First Sparboe Amendment (i.e., you purchased Shell Eggs or Egg Products between October 24, 2009 and February 28, 2014, but not before this period), and took no action in response to the prior notice of the First Sparboe Amendment dated February 28, 2014, you remain bound by the Sparboe Settlement.</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, March 6, 2015	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Second Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to March 1, 2014), this is the only option that allows you to ever be a part of any lawsuit against Sparboe with respect to the claims asserted in this case.</p> <p>If you purchased Shell Eggs or Egg Products on or before February 28, 2014, you may not now exclude yourself from the Sparboe Settlement Class.</p>
OBJECT TO THE SECOND SPARBOE AMENDMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015	<p>You will remain a member of the expanded Sparboe Class, but you also have the right to comment on the terms of the Second Sparboe Amendment.</p>
GO TO THE FAIRNESS HEARING ON May 6, 2015 AFTER FILING A TIMELY OBJECTION TO THE SECOND SPARBOE AMENDMENT	<p>If you file a timely objection, you may speak in court about the fairness of the Second Sparboe Amendment.</p>

ABOUT THIS NOTICE & LITIGATION

1. Why did I receive this notice?

This legal notice is to inform you of the Midwest, NFC, and UEP/USEM Settlements that have been reached in the class action lawsuit, *In re Processed Egg Products Antitrust Litigation*, Case No. 08-md-02002, pending in the United States District Court for the Eastern District of Pennsylvania, and of the expanded Class Period under the Second Sparboe Amendment. 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, seven Defendants have settled with Plaintiffs in this matter, as described below:

The Sparboe Settlement. On June 8, 2009, Plaintiffs and Defendant Sparboe Farms Inc. (“Sparboe”) reached a settlement. A notice dated July 15, 2010 regarding 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 twice. It was first amended to expand the Class Period from January 1, 2000 through October 23, 2009, to include claims arising from this action between October 24, 2009 and February 28, 2014 (“First Sparboe Amendment”). A notice dated February 28, 2014 regarding the First Sparboe Amendment was sent to potential Class Members in April 2014. The Court will hold a Fairness Hearing on September 18, 2014 to consider whether to approve the First Sparboe Amendment. The Sparboe Agreement was amended a second time to expand the Class Period from January 1, 2000 through February 28, 2014, to include claims arising from this action between March 1, 2014 and July 30, 2014 (“Second Sparboe Amendment”).

The Moark Settlement. 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.

The Cal-Maine Settlement. Plaintiffs and Defendant Cal-Maine Foods, Inc. (“Cal-Maine”) entered into a settlement on August 2, 2013, to provide \$28 million to a fund to compensate Class Members and substantial cooperation to assist Plaintiffs in pursuing their claims against the remaining Defendants. A notice dated February 28, 2014 regarding the Cal-Maine Settlement was sent to potential Class Members in April 2014. The Court held a Fairness Hearing on September 18, 2014 to consider whether to approve the Cal-Maine Settlement.

The NFC Settlement. Plaintiffs and Defendant National Food Corporation (“NFC”) entered into a settlement agreement on March 28, 2014 to provide \$1 million to a fund to compensate Class Members and substantial cooperation to assist Plaintiffs in pursuing their claims against the remaining Defendants.

The Midwest Settlement. Plaintiffs and Defendant Midwest Poultry Services, LP (“Midwest”) entered into a settlement on March 31, 2014 to provide \$2.5 million to a fund to compensate Class Members and substantial cooperation to assist Plaintiffs in pursuing their claims against the remaining Defendants.

The UEP/USEM Settlement. Plaintiffs and Defendants United Egg Producers (“UEP”) and United States Egg Marketers (“USEM”) entered into a settlement agreement on May 21, 2014 to provide \$500,000 to a fund to compensate Class Members and substantial cooperation to assist Plaintiffs in pursuing their claims against the remaining Defendants.

The Court will hold a Fairness Hearing on May 6, 2015 to consider whether to approve the Midwest, NFC and UEP/USEM Settlements and the Second Sparboe Amendment.

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

¹ This law suit 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.

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 allegedly include, but are not limited to, agreements to limit or dispose of hen flocks, a pre-textual animal welfare program that was a cover to further reduce egg supply, agreements to export eggs in order to remove eggs from the domestic supply, and the unlawful coercion of producers and customers to ensure compliance with the conspiracy. Plaintiffs allege that by collectively agreeing to lower the supply of eggs, Defendants caused Shell Egg and Egg Product prices to be higher than they otherwise would have been. Midwest, NFC, UEP and USEM and the other Defendants deny all of Plaintiffs' allegations.

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

THE MIDWEST, NFC, AND UEP/USEM SETTLEMENTS

3. Who is included in the Midwest, NFC, and UEP/USEM Settlements?

Midwest, NFC, and UEP/USEM entered into separate Settlement Agreements with Plaintiffs, but all three agreements include the same Class definition. For purposes of these Agreements, 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 July 30, 2014.

Excluded from the Settlement Class are:

- a. Midwest, NFC, and UEP/USEM, the Defendants that remain in the case, prior Settling Defendants (Moark Defendants, Sparboe and Cal-Maine), 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 terms of the Settlement Agreements.²

4. Why are there Settlements with Midwest, NFC, and UEP/USEM and what do they provide?

The NFC Settlement. Plaintiffs and Defendant National Food Corporation ("NFC") entered into settlement discussions in late 2012 and early 2013. Those discussions continued on an intermittent basis during 2013 and into 2014, during which time Plaintiffs' counsel reviewed more than 100,000 NFC documents and NFC's financial statements. After extensive arm's-length negotiations, on March 28, 2014, Plaintiffs and NFC reached a settlement providing \$1 million to a fund to compensate Class Members. The Settlement Amount was based primarily on NFC's uncertain financial condition and limited egg sales volume. Under the Settlement, NFC also will provide information concerning NFC's knowledge of the facts relating to documents, witnesses, meetings, communications, conduct and events at issue in the Action, and as many as two witnesses to testify at trial. It is the opinion of Plaintiffs' attorneys that these nonmonetary benefits will materially assist Plaintiffs in further analyzing and prosecuting this Action against the remaining Defendants. Pursuant to the terms of the NFC Settlement, Plaintiffs will release NFC from all pending claims.

The Midwest Settlement. Plaintiffs and Defendant Midwest Poultry Services, LP ("Midwest") entered into settlement discussions beginning in January 2014. After approximately two months of extensive arm's-length negotiations, on

² For all three agreements, 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 July 30, 2014." The second subclass, called the "Egg Products Subclass," is comprised of "[a]ll individuals and entities that purchased Egg Products produced from Shell Eggs in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through July 30, 2014."

March 28, 2014, Plaintiffs and Midwest reached a settlement providing \$2.5 million to a fund to compensate Class Members. The Settlement Amount was based primarily on Midwest's uncertain financial condition and the fact that the great majority of its egg sales were made to entities that are not members of the Settlement Class. Under the Settlement, Midwest also will provide information concerning Midwest's knowledge of the facts relating to documents, witnesses, meetings, communications, conduct and events at issue in the Action, and a witness to testify at trial. It is the opinion of Plaintiffs' attorneys that these nonmonetary benefits will materially assist Plaintiffs in further analyzing and prosecuting this Action against the remaining Defendants. Pursuant to the terms of the Midwest Settlement, Plaintiffs will release Midwest from all pending claims. If Class Members whose combined purchases equal or exceed a threshold percentage of Midwest's Total Sales, agreed to by Plaintiffs and Midwest under a separate agreement provided to the Court for review, choose to exclude themselves from the Settlement Agreement, Midwest has the right to terminate the Settlement.

The UEP/USEM Settlement. Plaintiffs and Defendants United Egg Producers ("UEP") and United States Egg Marketers ("USEM") entered into settlement discussions beginning in July 2013. Those discussions continued on an intermittent basis during 2013 and into 2014. After extensive arm's length negotiations, on May 21, 2014, Plaintiffs and UEP/USEM reached a settlement providing \$500,000 to a fund to compensate Class Members. The Settlement Amount was based primarily on the limited financial resources of UEP and USEM and the fact that neither UEP nor USEM is a Producer of eggs or Egg Products. Under the Settlement, UEP and USEM agree to produce documents previously withheld on the ground of privilege and which pertain to one of Defendants' primary defenses in this Action. Prior to entering into the Settlement Agreement, a selection of such documents was reviewed by a magistrate judge, who confirmed to Plaintiffs' counsel that the documents were likely to provide material value in prosecuting this Action. UEP and USEM also will provide witnesses selected by Plaintiffs' counsel to testify at trial. It is the opinion of Plaintiffs' attorneys that these nonmonetary benefits will materially assist Plaintiffs in further analyzing and prosecuting this Action against the remaining Defendants. Pursuant to the terms of the UEP/USEM Settlement, Plaintiffs will release UEP and USEM from all pending claims.

The Midwest, NFC, and UEP/USEM Settlements should not be taken as an admission by any of Midwest, NFC, UEP or USEM of any allegation by Plaintiffs or of wrongdoing of any kind. These settlements are between Plaintiffs and Midwest, NFC, and UEP/USEM only; they do not affect any of the remaining Non-Settling Defendants, against whom this case continues. Finally, the Court ordered that Plaintiffs shall provide notice of the Midwest, NFC, and UEP/USEM Settlements to all members of the Settlement Class who can be identified through reasonable effort.

5. When will the Midwest, NFC, and UEP/USEM Settlement Funds be distributed?

At an appropriate time, possibly in conjunction with future settlements, Plaintiffs' Counsel may propose, subject to the Court's approval, a plan to allocate and distribute the Midwest, NFC, and UEP/USEM Settlement Funds, net of the costs of notifying the Settlement Class and administering the Settlement, and any attorneys' fees, incentive awards and/or expense reimbursement awarded by the Court, among Settlement Class Members. It is common in cases like this one for the proceeds of settlements to be distributed on a pro rata basis among the members of the Class who timely and properly submit a valid Claim Form. This was the approach proposed for distribution of the Cal-Maine Settlement Fund, as described in the notice dated February 28, 2014. As part of the Court's later consideration of any proposed plan of allocation and distribution, Settlement Class Members will have an opportunity to comment on and/or object to the proposed plan.

Please keep all documentation that shows your purchases of Shell Eggs and Egg Products during the relevant time period for use in filing a claim later. Having documentation may be important to filing a successful claim.

6. What is the effect of the Court's final approval of the Midwest, NFC, and/or UEP/USEM Settlements?

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

THE SECOND AMENDMENT TO THE SPARBOE SETTLEMENT CLASS PERIOD

7. 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 Classes under the Midwest, NFC, and UEP/USEM Settlements, as described above, except that the original Sparboe Class Period included only those persons or entities that purchased Shell Eggs or Egg Products directly from

any Producer between January 1, 2000 and October 23, 2009. On August 28, 2013, Plaintiffs and Sparboe amended the Class Period of the Sparboe Settlement to also include purchases of Shell Eggs and Egg Products from October 24, 2009 through February 28, 2014 (the "First Sparboe Amendment"), providing for an extended Class Period. On February 28, 2014, the Court granted preliminary approval to the First Sparboe Amendment, and a notice of the First Sparboe Amendment, dated February 28, 2014, was disseminated to the Class in April 2014.

On June 16, 2014, Plaintiffs and Sparboe agreed to a second amendment to the Sparboe Settlement to further extend the Class Period by including purchases of Shell Eggs and Egg Products from March 1, 2014 through July 30, 2014 (the "Second Sparboe Amendment"). On July 30, 2014, the Court granted preliminary approval to the Second Sparboe Amendment. All other provisions of the Sparboe Agreement are unchanged and remain binding on the Plaintiffs.

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

8. 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 and the third amended consolidated complaint filed in January 2013. 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.

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

If the Court grants final approval to the Second Sparboe Amendment and you became a member of the Sparboe Settlement Class solely because of the extended Class Period under the Second Sparboe Amendment (i.e., you made no purchases of Shell Eggs or Egg Products directly from any Producer between January 1, 2000 and February 28, 2014, but purchased Shell Eggs or Egg Products between March 1, 2014 and July 30, 2014), and if you do not exclude yourself from the Class, you will be bound by the Sparboe Settlement. By remaining part of the Sparboe Settlement Class as amended you will give up any claims against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement, but you will retain all claims against all other Non-Settling Defendants.

If you were included in the Settlement Class as originally defined under the Sparboe Settlement, or as defined under the First Sparboe Amendment, and you did not 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?

10. Who represents the Midwest, NFC, and UEP/USEM and Sparboe Settlement Classes?

The Midwest, NFC, and UEP/USEM and Sparboe Settlement Classes are represented by the following attorneys:

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

Michael D. Hausfeld
HAUSFELD LLP
1700 K Street NW, Suite 650
Washington, DC 20006

Stanley D. Bernstein
BERNSTEIN LIEBHARD LLP
10 East 40th Street, 22nd Floor
New York, NY 10016

Stephen D. Susman
SUSMAN GODFREY LLP
560 Lexington Avenue, 15th Floor
New York, NY 10022-6828

11. How will the lawyers be paid?

These attorneys and their respective firms are referred to as Class Counsel. The Court will decide how much Class Counsel will be paid. 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 Midwest, NFC, and UEP/USEM Settlement Funds, of attorneys' fees in an amount not to exceed thirty percent of \$4 million, as well as the costs and expenses incurred (the "Fee Petition"), including fees and costs expended while providing notice to the Class.

Class Counsel also will request awards be paid to the Class Representatives who worked with Class Counsel on behalf of the entire Class. Class Counsel will request an award not to exceed \$25,000 each or \$225,000 total.

Class Counsel will file their Fee Petition on or before January 15, 2015. The Fee Petition, which will identify the specific amount of fees and incentive awards requested and the expenses to be reimbursed, will be available on the Settlement website, www.eggproductssettlement.com, on that date. Any attorneys' fees, incentive awards 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. 13.c below.

FINAL FAIRNESS HEARING

12. When and where will the Court hold a hearing on the fairness of the Midwest, NFC, and UEP/USEM Settlements and the Second Sparboe Amendment?

The Court has scheduled a "Fairness Hearing" at 9:30 a.m. on May 6, 2015 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 Midwest, NFC, and UEP/USEM Settlements are fair, reasonable, and adequate and whether the Court should enter judgment granting final approval of these Settlements; and (b) determine whether the Court should grant final approval to the Second 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

13. How do I object to the Midwest, NFC, and UEP/USEM Settlements or the Second Sparboe Amendment?

- a. If you are a member of the Midwest, NFC, or UEP/USEM Settlement Classes and you wish to participate in the Settlements but you object to, or otherwise want to comment on, any term of the Settlements (including the Fee Petition), you may file with the Court an objection by following the instructions under Question 13.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 definitions, but you object to the Second Sparboe Amendment, you may file with the Court an objection by following the instructions under Question 13.c below.
- c. In order for the Court to consider your objection to either the Midwest, NFC, or UEP/USEM Settlements or the Second Sparboe Amendment, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, March 6, 2015 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

³ If you are a member of the Midwest, NFC, and UEP/USEM Settlement Classes, you are also a member of the Sparboe Settlement Class as amended.

Counsel for Plaintiffs:

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

**Counsel for Midwest (if objecting
to the Midwest Settlement):**

Kathy L. Osborn
FAEGRE BAKER DANIELS LLP
300 N. Meridian St., Ste. 2700
Indianapolis, IN 46204

**Counsel for NFC (if objecting to the
NFC Settlement):**

Marvin L. Gray, Jr.
DAVIS WRIGHT TREMAINE LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045

**Counsel for UEP and USEM
(if objecting to the UEP/USEM
Settlement):**

Jan P. Levine
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799

**Counsel for Sparboe
(if objecting to the Second Sparboe
Amendment):**

Troy Hutchinson
HUTCHINSON P.A.
1907 East Wayzata Blvd., Suite 330
Wayzata, MN 55391

Your objection(s) must be in writing and must provide evidence of your membership in the Midwest, NFC, and UEP/USEM Settlements Classes 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 Midwest, NFC, and UEP/USEM Settlement Classes and the Sparboe Settlement Class as amended, you have the right to voice your objection to the Midwest, NFC, and UEP/USEM Settlements and/or the Second 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.

14. How do I exclude myself from the Settlements?

- a. If you are a member of the Midwest, NFC, and UEP/USEM Settlement Classes and you do not wish to participate in one or more of those Settlements, the Court will exclude you if you request exclusion according to the instructions under Question 14.c below.
- b. If your only purchases of Shell Eggs or Egg Products from any Producer were made on or after March 1, 2014, such that you have become a member of the Sparboe Settlement Class solely because of the Second 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 14.c below.

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

If you were a member of the Sparboe Settlement Class because of the First Sparboe Amendment (that is, you purchased Shell Eggs or Egg Products directly from any Defendant between October 24, 2009 and February 28, 2014, but not before that period), 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 March 6, 2015 to the following address:

In re Processed Egg Products Antitrust Litigation— EXCLUSIONS
c/o GCG, Claims Administrator
P.O. Box 9476
Dublin, OH 43017-4576

Your written request should specify that you wish to be excluded from all or some of the Midwest, NFC, or UEP/USEM Settlements or the Sparboe Settlement as amended. Do not request exclusion if you wish to participate in the Midwest,

⁴ If you wish to mail your submission by pre-paid delivery service to be hand-delivered, you may send your mail to the following address: In re Processed Egg Products Antitrust Litigation (EGC), c/o GCG, 1531 Utah Avenue South, Suite 600, Seattle, WA 98134.

NFC, and/or UEP/USEM Settlements and/or the Sparboe Settlement as amended as a member of the Settlement Class. If you intend to bring your own lawsuit against Midwest, NFC, UEP, USEM or Sparboe, you should exclude yourself from the Settlement Classes.

If you remain in the Settlement Classes, 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.

15. What happens if I do nothing?

If you do nothing, you will remain a member of the Midwest, NFC, and UEP/USEM Settlement Classes 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. 10, 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.

FOR MORE INFORMATION

For more detailed information concerning matters relating to the Midwest, NFC, and UEP/USEM Settlements, you may wish to review the Settlement Agreements and the “Order (1) Granting Preliminary Approval of the Proposed Settlement Agreement between Direct Purchaser Plaintiffs and National Food Corporation and Direct Purchaser Plaintiffs and Midwest Poultry Services, LP; (2) Granting Preliminary Approval of the Proposed Settlement Agreement Between Direct Purchaser Plaintiffs and United Egg Producers and United States Egg Marketers; (3) Certifying the Classes for Purposes of Settlement; (4) Granting Leave to File Motion(s) for Fees and Expenses; (5) Granting Preliminary Approval of the Proposed Second Amendment to Settlement Agreement Between Direct Purchaser Plaintiffs and Sparboe Farms, Inc.; and (6) Approving the Notice Plan for the Preliminarily Approved Settlement Agreements and the Second Amendment to the Sparboe Agreement (entered July 30, 2014).

For more detailed information concerning matters relating to the Sparboe Settlement, you may wish to review the “Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc.” (signed June 8, 2009), the “Order Granting Final Approval of the Class Action Settlement between Direct Purchaser Plaintiffs and Defendant Sparboe Farms, Inc.” (entered July 16, 2012), the “Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc.” (signed August 28, 2013), and the “Second Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc.” (signed June 16, 2014).

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. 13. 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: July 30, 2014

The Honorable Gene E. K. Pratter

Exhibit 2

How to Read the Stock Tables

The following explanations apply to NYSE, NYSE Arca, NYSE MKT and Nasdaq Stock Market listed securities. Prices are composite quotations that include primary market trades as well as trades reported by Nasdaq OMX BSM (formerly Boston), Chicago Stock Exchange, CBOE, National Stock Exchange, ISE and BATS. The list comprises the 1,000 largest companies based on market capitalization.

Underlined quotations are those stocks with large changes in volume compared with the issue's average trading volume.

Boldfaced quotations highlight those issues whose price changed by 5% or more if their previous closing price was \$2 or higher.

Footnotes:
+New 52-week high
-Down 52-week low
d-Indicates loss in the most recent four quarters
FD-First day of trading

Does not meet continued listing standards
IF-Late filing
q-Temporary exemption from Nasdaq requirements
t-NYSE bankruptcy

Wall Street Journal stock tables reflect composite regular trading as of 4 p.m. and changes in the closing prices from 4 p.m. the previous day.

Table with columns: Stock, Sym, Close, Net Chg. Includes NYSE and Nasdaq sections.

New Highs and Lows

Table with columns: STOCK, SYM, HI/LO, CHG. Lists various stocks and their price movements.

Nasdaq lows - 66

Table with columns: STOCK, SYM, HI/LO, CHG. Lists 66 Nasdaq stocks at their 52-week lows.

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: ABOVE SOLAR MANUFACTURING, LLC, et al. Case No. 12-11974 (PJW) Debtors.

Objection Deadline: November 10, 2014 at 4:00 p.m. Hearing Date: November 20, 2014 at 2:00 p.m.

PLEASE TAKE NOTICE that Jeffrey L. Borch, Chapter 7 Trustee has filed the Motion of Chapter 7 Trustee To Approve Agreement Among the Trustee, The United States Department Of Energy, And Schenker (the "Motion") which seeks the following relief:

To approve an agreement among the Trustee, the United States Department of Energy, and Schenker B.V., DB Schenker-Romtrans SA, and Schenker, Inc. ("Schenker") with respect to approximately 151,000 solar panels (the "Solar Panels") located in the Netherlands and Romania, at Schenker warehouses.

At the same time, you must also serve a copy of this response upon the Counsel for the Chapter 7 Trustee, Counsel for Schenker, and Counsel for the United States Department of Energy.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

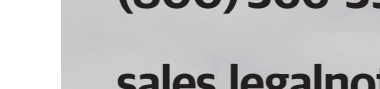
Dated: October 23, 2014

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BIGGEST 1,000 STOCKS

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Main table of the 1,000 largest stocks by market cap. Columns: Stock, Sym, Close, Net Chg.

CLASS ACTIONS

Legal Notice

If you purchased Shell Eggs or Egg Products produced in the United States directly from any producer from January 1, 2000 through July 30, 2014, you could be a Class Member in a proposed class action settlement.

This legal notice is to inform you of proposed Settlements between Plaintiffs and Defendants Midwest Poultry Services, LP ("Midwest"), National Food Corporation ("NFC"), and United Egg Producers/United States Egg Marketers ("UEP/USEM"), 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 to inform you of a second amendment to the Sparboe Amendment.

Who is included in the Settlements & Second Sparboe Amendment? The Settlements "Classes" include 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 July 30, 2014. Due to the recent Settlements, the prior Sparboe Settlement is amended to add to the Sparboe Settlement Class direct purchases of Shell Eggs and Egg Products from March 1, 2014 through July 30, 2014, expanding the Class Period to make it comparable to the most recent Settlement Classes.

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. The settling Defendants deny all of Plaintiffs' allegations.

What do the Settlements provide? Under the settlements, Plaintiffs will release all claims against Midwest, NFC and UEP/USEM. In exchange, Midwest will pay \$2.5 million; NFC will pay \$1 million; and UEP/USEM will pay \$500,000 into a settlement fund for the benefit of the Classes. Plaintiffs also will receive documents and 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 Sparboe Settlement. Sparboe agreed to provide substantial and immediate cooperation to Plaintiffs, which the Court already found conferred substantial benefits upon the Class. The second amendment merely conforms the Sparboe Class to the recent Settlement Classes.

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 recent Settlements or the amended Sparboe Settlement. If the Court grants final approval to the Settlements and the Second Sparboe Amendment, they will be binding upon you and all other Class Members. By remaining part of the Settlements, you will give up any potential claims that you may have against Midwest, NFC, UEP/USEM and Sparboe relating to the claims alleged in this lawsuit. You may be eligible to receive a settlement payment at a future date.

Ask to be excluded: If you wish to exclude yourself from the Sparboe Settlement as amended (if you had no purchases before March 1, 2014) and/or the recent Settlements 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 the Classes by sending a signed letter to the Claims Administrator postmarked on or before March 6, 2015.

Object: You may notify the Court that you object to the recent Settlements and/or Second Sparboe Amendment by mailing a statement of your objection(s) to the Court, Plaintiffs' Counsel, and Defense Counsel postmarked by March 6, 2015. 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 Kitchinoff & 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 Settlements and/or the Second Sparboe Amendment? At 9:30 a.m. on May 6, 2015, at the United States District Court, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106, the Court will hold a hearing to determine the fairness and adequacy of the recent Settlements and the Second Sparboe Amendment, and consider any motion for an award of attorneys' fees and incentive awards 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. Settlement Class members are advised to check www.eggproductsettlem.com for any updates.

How can I learn more? This notice is only a summary. For more information, visit www.eggproductsettlem.com

www.eggproductsettlem.com

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Continuation of the 1,000 largest stocks table from page 19.

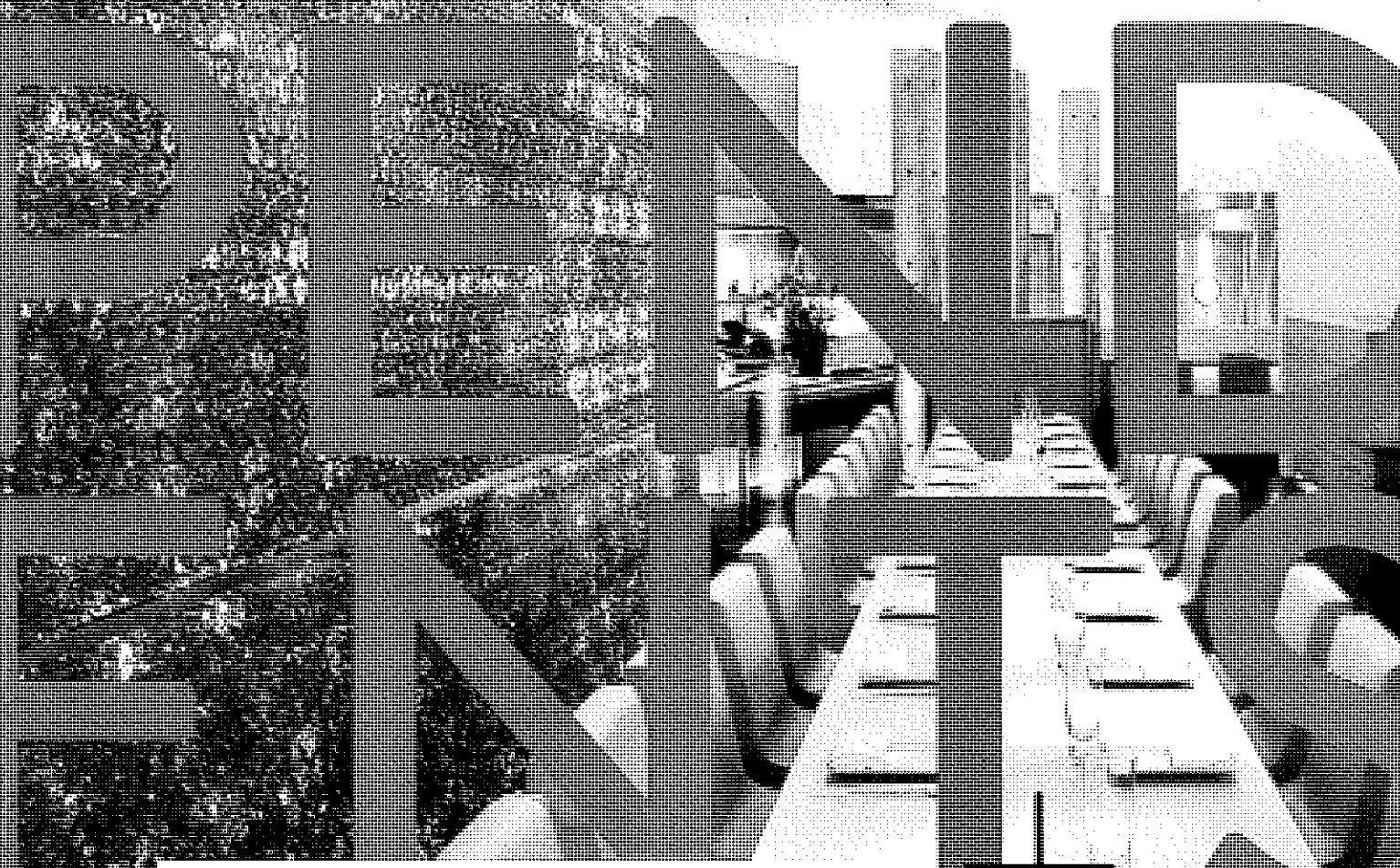
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Page 65)



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Legal Notice

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Object: You may notify the Court that you object to the recent Settlements and/or Second Sparboe Amendment by mailing a statement of your objection(s) to the Court, Plaintiffs' Counsel, and Defense Counsel postmarked by March 6, 2015. Detailed instructions on how to participate, opt out or object are on the settlement website.

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How can I learn more?

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

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OCTOBER 2014

CONVENIENCE STORES

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NEWS



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STORESPOTLIGHT

Handy Mart



The two prototype stores that have opened to date emphasize fresh food and have a lower merchandising profile.

chain — one with a more open feel, lower merchandising profile, larger emphasis on fresh food to go and a bigger focus on beverages to go.

"Opening these stores was a big deal for us. We don't do that a lot," Noonan told *Convenience Store News*.

A third prototype store will open next year, and Handy Mart also has its first retrofit design in progress. As of early September, the retrofit was expected to be completed in 45 days.

Handy Mart is anxious to conduct more surveys to glean valuable shopper insights and continually improve its business. Noonan was originally thinking of doing another one this August, one year since the original survey, but decided against it since not all of the new store operating procedures have been implemented yet. The retailer is now looking at spring or summer 2015 to conduct a follow-up shopper survey.

"We haven't finished all of the action items from the results of the first survey," he said. "However, we know we want to keep doing [shopper surveys]." **CSN**

Hotel F&B

FOR HOTEL, RESORT, AND CASINO FOOD & BEVERAGE OPERATIONS



Face Time

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- Moxy's millennial mastery, p. 34
- If you skilllet, they will come, p. 47

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to refer them to other cities, keeping business within the brand."

In Meriden, Connecticut, Four Points' weekly employee presence may include sales reps, the office manager, the F&B director, and/or a general manager, who personally pour beers. GM Yvonne deAngeli-Fontanez believes the informal environment offers guests the chance to comfortably socialize with staff away from the front desk, enticing them to share their likes and dislikes. Positive comments regarding Brews & BBQ are racking up, and the reception has secured small-scale, but specific, wins—luring business travelers from a nearby competitor or spurring them to rearrange plans just to experience the reception. "It's become a great sales tool and offers bonding time with guests," deAngeli-Fontanez asserts.

Indeed, chatting with guests is crucial, engaging them to find out what Four Points can improve upon, pinpointing additional business opportunities, and introducing the hotel team. Meanwhile, guests in Meriden discover what the hotel offers, so they're more likely to segue from the reception to the onsite sports bar and grill.

DeAngeli-Fontanez advertises the program through invitations in key packets, then brands the event with koozies, buttons, coasters, glasses, and aprons. In Asheville, Best Brews is advertised through PowerPoint presentations on two TV screens in the lobby, a pop-up banner at the front desk, and staff communication. "Everyone's eyes get huge when they hear about it; they love getting a taste of Asheville right here," says Bryant. "And most guests prefer free beer to breakfast any day."

At Four Points by Sheraton Manhattan Chelsea in New York, first-timers appreciate feeling welcomed in a big-city environment, while return travelers enjoy F&B freebies without having to leave the hotel, says GM Lee Berthelsen-Leon. He attends the receptions, serving guests personally, and F&B is supplied by a third-party operator.

"It's more costly, but worth it for what we get: more time with guests," Berthelsen-Leon says. "We learn how to do better, find more business, and create conversation in a more meaningful way. It's a nice surprise and a major goodwill opportunity." ©

Tracy Morin is a freelance writer and editor based in Oxford, Mississippi.

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NATION'S Restaurant News

WWW.NRN.COM

OCTOBER 20, 2014

A PENTON® PUBLICATION



Getting engaged

Three brands with highly active social media fans share their relationship-building tactics

BY RON RUGGLESS

As the influence of social media continues to grow, restaurant companies are finding it has moved beyond a simple marketing tool to become the focal point of a company's entire customer relationship management strategy. Some organizations currently outperform on this front.

Whataburger, Potbelly Sandwich Shop and Legal Sea Foods are among the restaurant chains that have consistently excelled in incorporating social marketing strategy into their operations, according to the NRN Social 200.

The NRN Social 200, a real-time ranking of the social media activities of the nation's largest restaurant chains, quantifies brand efforts and consumer engagement through data provided by social analytics firm Sprinklr.

At the end of the third quarter, the brands with the highest Engagement Ratio rankings tended to be

smaller, regional groups. The Engagement Ratio figure measures all social activity, such as Tweets, likes, comments, shares and @mentions against a brand's overall audience.

On that measure, San Antonio, Texas-based Whataburger ranked No. 1, followed by: Chicago-based Potbelly at No. 2; Dedham, Mass.-based Papa Gino's at No. 3; Boston-based Legal Sea Foods at No. 4; and Bonefish Grill, owned by Tampa, Fla.-based Bloomin' Brands Inc., at No. 5.

Whataburger finessed its way to the top spot in the engagement rankings by employing a social-media strategy that weighs existing fans with new customers.

San Antonio, Texas-based Whataburger has a total audience of 1.9 million across three major social-media platforms, including Facebook, Twitter and LinkedIn. The brand, which has restaurants in 10 states, has minimal presence on Google+ and YouTube.

CONTINUED ON PAGE 14

Loyalty goes mobile

App-based rewards programs improve guest experience, capture valuable customer data
 Story begins on page 10



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Survey: Never Ending Pasta Pass hurts Olive Garden's brand image

BY RON RUGGLESS

Olive Garden's promotion of its Never Ending Pasta Pass last month may have unwittingly soured brand perceptions among the general public, according to a new survey by market research firm YouGov BrandIndex.

Olive Garden's offer — an option for endless pasta for seven weeks, priced at \$100 — drove ad awareness and word-of-mouth scores among casual diners, BrandIndex said. But discontent over the limited number of passes "brought the embattled chain to its lowest consumer perception levels in more than two months," the report said.

An Olive Garden spokesman said Tuesday the company had no comment on the YouGov BrandIndex report.

The 1,000 Never Ending Pasta Passes sold out within 45 minutes of their Sept. 8 online release. Some passes were given away on social media, including Facebook, through the start of Olive Garden's Never Ending Pasta Bowl promotion on Sept. 22.

Customers expressed frustration with the online sales and in learning that the passes were non-transferrable.

BrandIndex, which researches consumer brand perception in weekday interviews, found the 840-unit division of Orlando, Fla.-based Darden Restaurants Inc. had lost recent gains it had made over the summer in the "purchase consideration" metric.

Since mid-July, BrandIndex said Olive Garden worked its way up from 40 percent of casual diners saying they would consider the chain the next time they were dining out to 48 percent just prior to the pasta promotion announced on Sept. 8. Scores are based on a 100-percent scale.

By Sept. 25, Olive Garden's BrandIndex gains in "purchase consideration" had slipped back to 40 percent.

While the purchase consideration metric had fallen, BrandIndex said Olive Garden's other metrics remained above the averages for major casual-dining chains, even despite the brand's negative publicity surrounding the Darden corporate proxy battle with activist investors, and an ongoing brand overhaul designed to improve sales.

Ted Marzilli, chief executive of YouGov BrandIndex, said the BrandIndex saw inflection points in the data "right around the time that the promotion was launched."

Brands do have options for avoiding similar

negative customer experiences and "spreading the wealth around a bit," Marzilli said.

"If [Olive Garden] were to do this next year," he said, "they would think about some of the things that music or sports venues might do to try to limit some of this."

"There might be more of a lead time for when the passes become available so people can plan,"



The 1,000 unlimited-pasta passes sold out within 45 minutes of their release. Olive Garden gave some away through its Facebook page as well, but the scarcity left many consumers frustrated.

he said. "Maybe they have certain people who are regular customers get early notification so they might be in a special drawing before passes become available to everybody. Maybe there's a way to control the way the passes are given out, rather than all at once where they sell out in 15 minutes."

Marzilli also suggested a brand could sell 50 of the passes a day for a week or two "to try to lengthen the demand," and lessen "the flood" of initial applicants.

BrandIndex said 15,000 casual-dining customers were interviewed for this research, with a margin of error of plus or minus 1.4 percent. Respondents were drawn from an online panel of two million people, the company said. All respondents were 18 or older and had eaten at a casual-dining restaurant in the past three months.

YouGov BrandIndex said Olive Garden is not a client. ■

ronald.ruggless@penton.com

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INGREDIENTS

{creating healthier menus}

Healthy choice

Nutritional signage is commonplace. But how do you get customers to actually buy lighter fare?

By Marygrace Taylor

Rather than bore students with dry stats on calories and fat, Wesley Delbridge, R.D., food & nutrition director for Phoenix's Chandler Unified School District, is turning healthy eating into a game. In August, he launched lunchtime contests that pit boys against girls in a battle over who can eat more fruits and vegetables before recess. They've been a rousing success, doubling the amount of produce the cafeteria served on contest days.

Faculty members patrol the cafeteria, using their smartphones to tally the number of boys and girls spotted eating fruits or vegetables. To fuel the competition, the score is tracked in real time and displayed on TV monitors. And in between score updates, the TV runs a presentation with slides that tout the virtues of healthy eating through funny videos, surprising facts and interactive games.

"We've always had nutrition education, but now we're bringing the socialization aspect into it. I really think it's the future of the lunchroom," Delbridge says.

But by the time students reach college they're usually more concerned with studying and socializing than learning about nutrition. "A lot of students come in wanting to learn how to eat healthier on campus, they just don't have the knowledge base to do it well," says Ashton Jackson, R.D., university dining nutrition assistant at North Carolina State University (NCSU), in Raleigh.

The idea, then, is to keep it simple. At NCSU, nutrition information is available online and is also displayed on iPads at the point of sale. Dining hall tables, too, are peppered with eye-catching napkin cards that serve up

unexpected tips for eating well, like a formula for building an energizing breakfast (fiber plus protein) or how choosing the right foods can help students eat their way to better grades.

And for students who want to delve deeper, options abound. Starting this year, dining staff will launch a Nutrition Education Series for Residential Advisors, with sessions like Avoiding the Freshman 15, Nutrition 101 and Healthy Residence Hall Cooking, all designed to empower students to navigate the college's unique environment and eat well.

Catchy labels or color-coding systems nix the eye glazing that can come from traditional nutrition displays, plus make it easy for busy customers to make good-for-them choices quickly. At WakeMed Health & Hospitals, in Raleigh, N.C.,

grab-and-go fare like turkey and cheddar sandwiches with nonfat mayonnaise display WakeWell stickers to indicate a healthy option. And Florida Blue, in Jacksonville, features digital menu signage with green, yellow or red color coding to signify nutritional value (or a lack thereof).

Still, logos and colors can only do so

much. To offer more incentive, WakeMed Café Manager Chris Carr recently debuted a reduced cost veggie plate to encourage produce consumption. And during Florida Blue's annual health assessments, employees who have lost weight can earn more money for their personal health savings accounts. "We're all adults and we trust you as wanting to be on this wellness journey with us," says Corporate Hospitality Services Manager Damian Monticello. "Employees know that if they eat well over the year and weigh less than last year, they're going to earn more points."

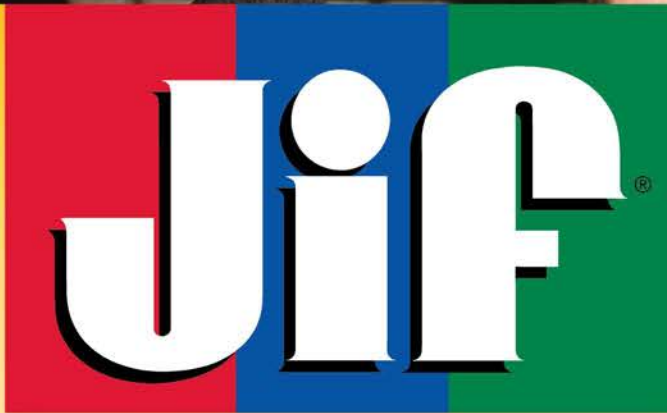


WakeWell signifies healthy options at WakeMed.

PLUS! 2014 CATEGORY CAPTAINS P. 35

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Legal Notice



**PERIMETER – VARIABLE/
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**Category Captain
Fresh-cut Fruit**

Del Monte Fresh Produce

In fiscal year 2013, Del Monte Fresh made a significant difference for a Midwestern grocer’s fresh-cut fruit category. The retailer’s sales had been flat compared with the previous year — and, to compound matters, the cut fruit segment’s sales were underperforming compared with the market.



Del Monte Fresh suggested a new program, based primarily on its products, to replace the retailer’s in-house program. To help facilitate the changeover, Del Monte Fresh’s category manager used several tools. Spectra categorized each store, based on demographic attributes, into cluster groups to determine what size each store’s fresh-cut fruit section should be. In addition, the data provider identified the stores with the greatest sales potential, determined by store size and shopper demographics, to optimize promotions and in-store displays. Meanwhile, Del Monte Fresh developed new planograms. The vendor is regularly evaluating the program, including the retailer’s POS and pitch data, which helps to identify slow-selling items, under- and overperforming stores, and, with respect to shrink, items experiencing heavy losses. Not surprisingly, the retailer has experienced solid category growth, with year-to-date sales through nine periods up 6 percent.

**Category Captain
Fresh-packed Vegetables**

Dole Fresh Vegetables

Based on its landmark 2014 “Lettuce Interaction Study,” Dole Fresh Vegetables made significant changes in its fresh-packed business to address how consumers shop the category. Specifically, Dole relied on three key solutions: 1) redefining category roles, definitions, synergies and strategies on fresh-packed vegetables; 2) technology and data-driven solutions with new capabilities to use insights across retail; and 3) transportation and logistics solutions. The company helped retailers develop their strategies to better manage commodity vegetables alongside value-added offerings with integrated pricing, promotion and new product initiatives. Retailers employing Dole’s pricing initiatives demonstrated above-average returns (4.5 percent increase in shipments and 5.2 percent increase in retail sales dollars).



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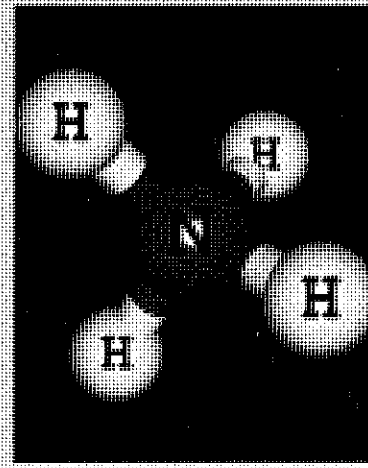
Advantage

Vol. 27, No. 7

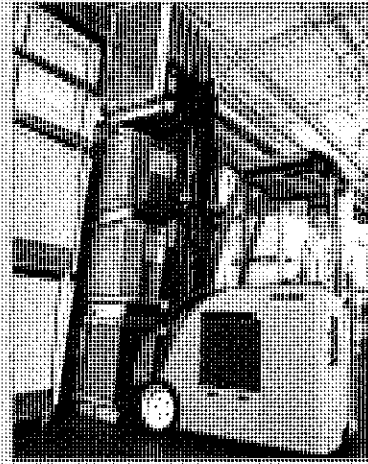
Wearing its Labels With Pride

Berner Food & Beverage is a leading contract manufacturer of private label and store brand beverages, cheese products and other dairy-based foods.

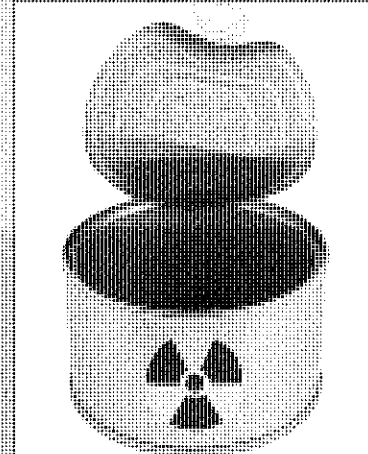
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● **Improving Material Handling Efficiency in 2015**
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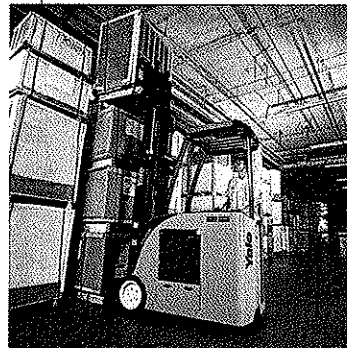
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well. Facility managers should work with their materials handling dealer to determine the proper equipment that best fits their facility and function.

Analyze the Use of Space

Space is at a premium in manufacturing facilities with more product needing to be moved and stored within a given space. To maximize efficiency within a constrained space, facility managers need to select the right lift truck for the job. In addition, they also need to understand the rate at which the warehouse needs to receive or deliver the product. Inefficiencies can develop when the relationship between time and motion and density and throughput

are not all evaluated at once. With a more complete picture of these relationships, materials handling solutions can be better integrated into the operation.



Account for Environmental Obstacles

Freezers and coolers, floor drains and food byproducts can all affect the sustained operation, day-to-day condition and maintenance intervals of each lift truck. Outfitting the lift truck

with the proper environmental options such as a freezer package, corrosion package or a galvanized frame, will extend the truck's operational life.

Protect the Equipment

The proper cleaning of lift trucks is paramount in food manufacturing environments. With daily washes and frequent exposure to water, selecting lift trucks with sealed electrical connections and bearings, effectively positioned motors and solid state components aid in the protection of critical parts.

Consider Attachments

Lift truck attachments can add efficiency to operations. Attachments that are ideally suited for food manufacturing facilities include scales, cameras, side-shifting fork positioners (for handling various size loads) and tilting and dumping attachments (for food processing delivery).

Focus on Training

Operator training is critical to the success of all applications, including those for the food manufacturing industry. As outlined in OSHA B56.1, lift truck operators should be trained in both the application and on the specific piece of equipment they will be operating. Properly trained lift truck operators can help reduce lift truck downtime and accidents, limit lost-time injuries, improve driver effectiveness and minimize product damage — making them key to improving the overall efficiency of a facility.

Service training also contributes to efficiency. Teaching technicians how to effectively maintain lift trucks can reduce unplanned repairs and equipment downtime. A common control system for electric fleets can simplify diagnosis, functionality adjustment and

fresh

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Makin' (better) bacon

Continued from page 54

sausage for a long time, and now the turkey industry has found a way to do that."

Demand for health

At Dorothy Lane Market in Dayton, Ohio, Jack Gridley, VP of meat and seafood, said specialty processed meats with health attributes, whether they are made from turkey,

"We're also doing organic bacon," Gridley said, "and we have had a sugar-free bacon for about a year now, which is very popular for the Paleo crowd."

The "Paleo" diet — modeled after the eating patterns of our Stone Age ancestors and increasingly popular in the last few years — requires adherents to abstain from refined

York, a duck bacon product from gourmet meat purveyor D'Artagnan retails for twice as a much per pound as its turkey counterpart, however. Fairway also offers a variety of turkey bacon products from more mainstream vendors, including Butterball and Oscar Mayer.

Chicken sausage, as well as other non-traditional processed meat products, has seen strong demand among online shoppers, according

Schnucks @SchnuckMarkets

Following

Sausage Dinner for \$4.50! Purchase bundle, show coupon from phone for discount today only 9-26-14 from 3-8pm.

STORE COUPON

\$4.50 Simple Sausage Dinner

ONE OF EACH:

(A) One Hillshire Farm Smoked Sausage (13-14 oz. pkg. in ad)
 (B) One Pillsbury Golden Layer Biscuits (11-12 oz. pkg.)
 (C) One Green Giant Steamers (11-12 oz. pkg. in ad)

Valid only on Friday, September 26, 2014 from 3:00 p.m. - 8:00 p.m.

CHECKER - Please scan barcode or manually enter 4 digit code to apply discount.

Schnucks
 at all Schnucks - excludes Culinary. Limit one offer per customer. Cannot be combined with any other offer or coupon.

#6787

This Schnuck Markets offer highlights processed meat as a QUICK-AND-EASY MEAL OPTION.

chicken, pork or beef, are enjoying more consumer demand recently.

"People are looking for grass-fed, people are looking for organic, people are looking for nitrate-free," he said. "It has grown very rapidly in the last few years."

The bacon flavor profile continues to be "very much" a hit with shoppers, Gridley noted.

"At our stores, it's the nitrate-free, antibiotic-free, certified humane and unique flavors — things like the cherry wood flavor, peppered bacon and duck bacon. That's just the kind of store we are. We've been doing these kinds of things for a long time.

sugars, among other foods and ingredients commonly found in the modern food supply.

Gridley noted that duck bacon, a relatively new product for many retailers, has been "doing OK" at Dorothy Lane.

"It's not going to be a huge product for us," he said.

At Skogen's, the company rolled out a duck bacon from Maple Leaf Farms about a month ago, and the company has high hopes for its success.

"It is amazing how good that product is, with a real smoky flavor," Zimmerman of Skogen's said, "You absolutely would not have known it was duck unless someone told you."

At Fairway Market in New

to recent research from MyWebGrocer, which provides online grocery services for retailers. The company noted a 24% growth in sales of non-traditional proteins — which include bison/buffalo, chicken (sausage or meatballs), duck (bacon), turkey (bacon or sausage), veggie (sausage) and venison — for the 12 months through September 2014.

Among the standout products were buffalo sausage, with sales up 78%, chicken breakfast/sweet sausage, up 36%, and turkey bacon, up 27%.

Going mainstream

While some specialty processed meat products appear

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STORES[®]

The Magazine of NRF

NOVEMBER 2014 SECTION 1

EXPANSION FAR AND NEAR



Opportunities and obstacles for U.S. retailers
in China and Canada

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AirQ’s micro-droplet technology “uniformly treats the air of large or small spaces using ultra-low concentrations of liquid scent that outputs like a dry vapor,” explains AirQ Executive Vice President Roger Bensinger.

That compares favorably to other technologies in the marketplace, notably because users are able to control the amount of ambient scent, eliminating any concerns for customers with fragrance sensitivities. Micro-droplets are also hypoallergenic and will not leave a residue the way larger particles could. Using less fragrance concentrate is also more economical.

AirQ’s Premium Scenting units offer an on-board computer that can be used to control both the intensity and the duration of custom scent effects, up to and including programmable start and stop times. AirQ delivery systems meet and exceed all consumer product safety standards and use no propellants or any other volatile organic compounds.

Scenting technology has come a long way from the early days of blasting a space with scent and allowing it to dissipate, Bensinger says. Today, it’s possible to zone stores, which allows retailers to do a “warm welcome” — scenting only at the entrance, which is a popular option. Other companies choose to scent specific departments; Boston Proper opted to evenly scent the entire space.

Boston Proper conducted initial testing in its corporate offices. Using AirQ’s wall-mounted units in different offices, they were able to experience first-hand what its customers would experience. For the first two weeks, they tested the appropriate amount of scent distribution — also called a “scent map” — to determine the perfect volume per square foot.

“Our delivery systems are able to control the intensity of scent, which is essential because you need more scent when there’s higher traffic flow ... due to air being replaced when entrance doors open and close,” Bensinger says.

SWEET SMELL OF SUCCESS

“There haven’t been any changes made to the scenting plan since we’ve opened boutiques,” says Diaz. “We approved [the plan], where the level is recorded and maintained.”

“Our partnership with AirQ has been great,” he says. “They are easy to work with, reliable and delivered what we asked for on time and on budget.” Additionally, he notes, “They understand customer service.”

Customer response has been positive, Diaz says. “We wanted a scent that would resonate with our customer, yet could take her to another place while wowing her,” he says.

In fact, the warm and inviting scented air is definitely a key sales driver. Not only do customers stay in the store longer, they’ve responded by purchasing the signature room sprays and candles.

“The scent is an integral part of the detailed touches that provide a luxurious shopping experience like nowhere else,” Diaz says. **STORES**

Egg Industry

News for the Egg Industry Worldwide

WATT

Inside

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Feed management for layers in enriched colonies

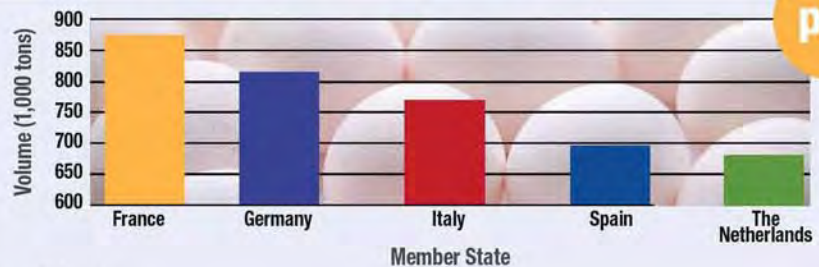
AEB tests if premium packaging designs can increase egg sales

p4



TOP FIVE EUROPEAN UNION EGG PRODUCERS BY VOLUME 2012

p10



Source: EJ Commission

Of the major European egg producers in 2012, two were located in the south of Europe, where greatest difficulties were experienced in transitioning out of conventional cages.

AD SPENDING CAN'T STOP CEREAL SALES DECLINE

	2013 media spending *	Change from 2012
General Mills Cereal	\$297	-7%
Kashi Cereal	\$22	30%
Kellogg's Cereal	\$241	-3%
Post Cereal	\$75	-5%
Total	\$635	-5%

* Millions

Cereal sales in the U.S. continue to decline in spite of over \$600 million of advertising spent each year by cereal makers.

The interest in protein is fueled by research that has shown that eating protein-rich foods can provide a feeling of satiety and reduce total calorie consumption compared to eating high-carbohydrate foods. Dr. Mitch Kanter,



Joanne Ivy, president, American Egg Board, said, "We are in the beginning stages of one of the most positive long-term growth eras for eggs that we have seen in decades."

executive director, Egg Nutrition Center, said, "Carbohydrates are taking a beating in the scientific literature." He said that the current trend for more protein in diets has staying power; it is different from the Atkins diet fads of the past, because it is based on science and has research to back it up, and much of the Atkins diet hoopla was anecdotal. In short, the current move towards eating more protein-rich foods as a way to control weight and prevent obesity and diabetes is more

about balanced healthy eating and doesn't have the extreme exclusion of carbohydrates from the diet like Atkins.

Ivy said, "Orange is not the new black, protein is the new black. Protein has driven egg sales in the last three years and we see this continuing for the next five to ten years. We see

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"For the five minutes in line, the customer needs to be inspired by the environment and all of their senses aroused."

Farnaz Mansuri, founder and principal designer of de-spec

Design an Experience

A bakery should not just be a place where items are bought and sold. It should offer an experience to every customer that comes through. Veronica Koituniak, owner of Verokoit, believes when a customer walks away with a baguette tucked under their arm, they should feel connected to that item via the experience they had in the bakery. Create this moment by emphasizing your bakery's unique qualities. Be true to your brand, and do not fall victim to trends that will die out in a year.

Oronza tries to steer his clients away from trends, but will incorporate certain items when necessary. A design trend can be a helpful starting point, but you want your bakery to feel incomparable to competitors.

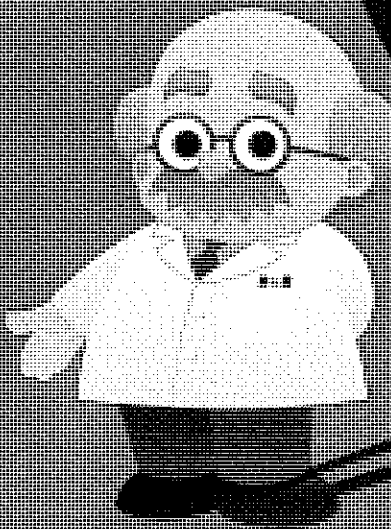
Balancing function and design can also be a difficult task. When designing the layout of the space, let there be enough room for displays and customers, but give employees an area to work efficiently and at ease. "It is not fun, nor appetizing, to see frantic, hot, sweaty workers behind the counter. So if necessary they need more space, the customer does not. For the five minutes in line, the customer needs to be inspired by the environment and all of their senses aroused," says Mansuri.

Choosing the correct color palette for your store will help shape the atmosphere and mood for the customer. If your shop sells playful cupcakes and cakes, you may want to go with whimsical and airy colors that reflect a fun and fresh environment. If your shop focuses on breads, you may want to go with colors that are rich and warm.

FOOD PROCESSING

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Why is **BIG** **FOOD** Bad?



Why is Big Food bad? It's the industry's size, power, and influence that has led to a system of food processing that is out of control. It's time to take action.

CLEAN LABEL?

PERSONNEL SAFETY

ORGANIC FOODS

BEAT THE BATTLE

THE BATTLE IS ON! THE FOOD INDUSTRY IS FIGHTING BACK. IT'S TIME TO TAKE ACTION.

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INGREDIENTS

Pea protein alternative

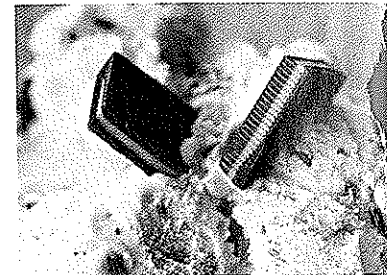
The company's pea protein powder is highly purified and offers a smooth, mild taste while being hypo-allergenic and rating well in digestibility. Containing all nine essential amino acids, the ingredient is said to be ideal for athletes and active adults. The GMO-free 80 percent pea powder was developed for growing demand of plant-based high protein sources and can be used in smoothies, shakes, baked goods, energy bars, confectionary products, soups, stews, snacks, waffles, pancakes and more.

NP Nutra; Gardena, Calif.

310-606-2069; www.npnutra.com

Mints are cool

From its ancient Mediterranean roots, mint throughout history has been used for its medicinal properties; it's also rich in vitamins A and C and other minerals. The versatility and popularity of mint is found in countless foods, beverages and nutraceutical



products. From teas and spirits to jelly and candy, it's a consumer favorite because of its fresh taste and association with good health. After partnering with some of the most renowned growers of mint, the vendor announces new peppermint and spearmint oils, which are pure and natural with profiles from cooling agents to candy-like notes.

Flavorchem Corp.; Downers Grove, Ill.

800-435-2867; www.flavorchem.com

Non-GMO proteins and starches

The company's specialty proteins and starches are all derived from non-GMO wheat, and each matches specific functional, nutritional and sensory needs across bakery and prepared food applications. The proteins and starches are the only commercially available ones of their kind in the U.S., the company claims, and provide manufacturers a non-GMO option for creating products currently void of GMO-free options. Current common GMO grain crops only include corn and soy varieties.

MGP Ingredients; Atchison, Kan.

913-637-1480; www.mgpingredients.com

Drum-dried cranberry

Add a distinctive, tart flavor to foods all year round with drum-dried cranberry. Cranberries are high in vitamin C, fiber and antioxidants, making them popular all year round instead of just fall and winter. Drum-dried cranberry is available in flake and powder form, and can be used in nutritional bars, supplements and smoothies as well as fruit-filled breakfast bars, toaster pastries, cookies, cakes, relishes, sauces, instant foods and even pet foods.

Van Drunen Farms; Mornence, Ill.

815-472-3100; www.vandrunenfarms.com

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TECHNOLOGY MATTERS

ity and moving Dad in, but I wouldn't necessarily have continued to interact with people like the activities director or the nurses if it had not been for the Smile program."

ENHANCING MEMORY CARE, MARKETING

The platform also has supported the community's memory care center, called Emily's House, by ensuring that residents with memory issues are scheduled for and attend a balance of activities that support their overall well-being. Those include social, cognitive, spiritual and physical activities.

For the families of residents who have dementia, the platform has been a boon, as they get to see a parent doing things they may not have known he or she could do. "Mom is painting?" We get that response a lot. Many people think, "Dad doesn't remember if I visit or not," but if they see how engaged he is in events, it may become, "I want to be part of this."

The platform also has enhanced our marketing efforts. It provides us with a way to record contacts, set reminders for phone calls and visits and identify a referral's level of interest. "It is just the right tool to help us be more alert and diligent in capturing information and doing follow up," Mierau says. "Overall, it has improved our customer satisfaction, so family members wind up doing our marketing for us."

For Rose Stutzman, whose parents, James and Ruby, live at Waterford, the platform has allowed her to keep abreast of their progress, despite an erratic work schedule in retail. "I want to know how they are doing, at my convenience, without interfering with their independence. My real focus has been on activities. My parents lived out in the country and did everything as a couple. I know that at some point I am going to lose one of them, and I want the one who is left to have some interests of their own."

Adds Blosser: "If we are fortunate enough to have parents who live long enough, most of us will be in a position to have to find the next place for them to live, a place where they are safe and are cared for, where all the pieces fit together as they should. There is kind of a role reversal that goes on: parents become children, and children become parents."

Technology enabling communication can help in that transition, Blosser adds, and can be a factor in families' decisions about where loved ones should live. "I am a very busy person, with a career and young kids of my own, so this is one way for me to easily stay connected with my dad and help to reassure me that he is doing all right." LTL

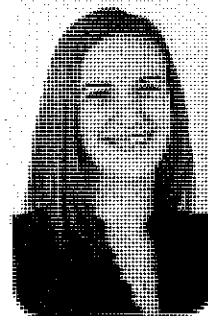
Sharon Risser, BSN, is Managing Owner of Waterford Crossing Senior Village, which includes a privately held assisted living facility with 80 apartments, a memory care group home and 66 condominiums located in Goshen, Ind.



Sharon Risser, BSN



Bryan Mierau



Carol Srun

11/2014

Petfood Industry WATT

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Ingredients from the ocean that benefit pets

Breed-specific and lifestage petfood formulas

Reinventing the shelf with petfood-enhancing products

THREE DOG BAKERY BUILDS ON 25 YEARS OF SUCCESS

CEO Aziz Giga, p.20

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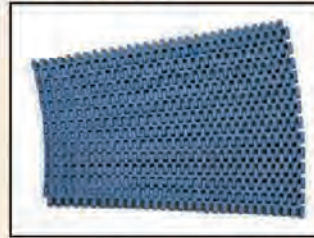
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PRODUCTS

For Manufacturers

System Plast 2257 Series modular plastic belt



Emerson's Power Transmission Solutions business offers the System Plast 2257 Series side-flexing modular plastic belt for unit handling. The belt features a patent-pending universal design that allows both left and right

turns, and S-curves. The Series 2257 belt is injection molded with the new proprietary NG Evo thermoplastic or long wearing XPG low-friction acetal. It is available in a 1 inch (25.4 mm) pitch, in standard widths of 9 to 24 inches, with four different clip styles to meet the retention requirements of the application. Rated for a maximum working load of 450 lb., it is ideal for unit handling applications where it can maintain product orientation through turns.

Emerson Industrial Automation
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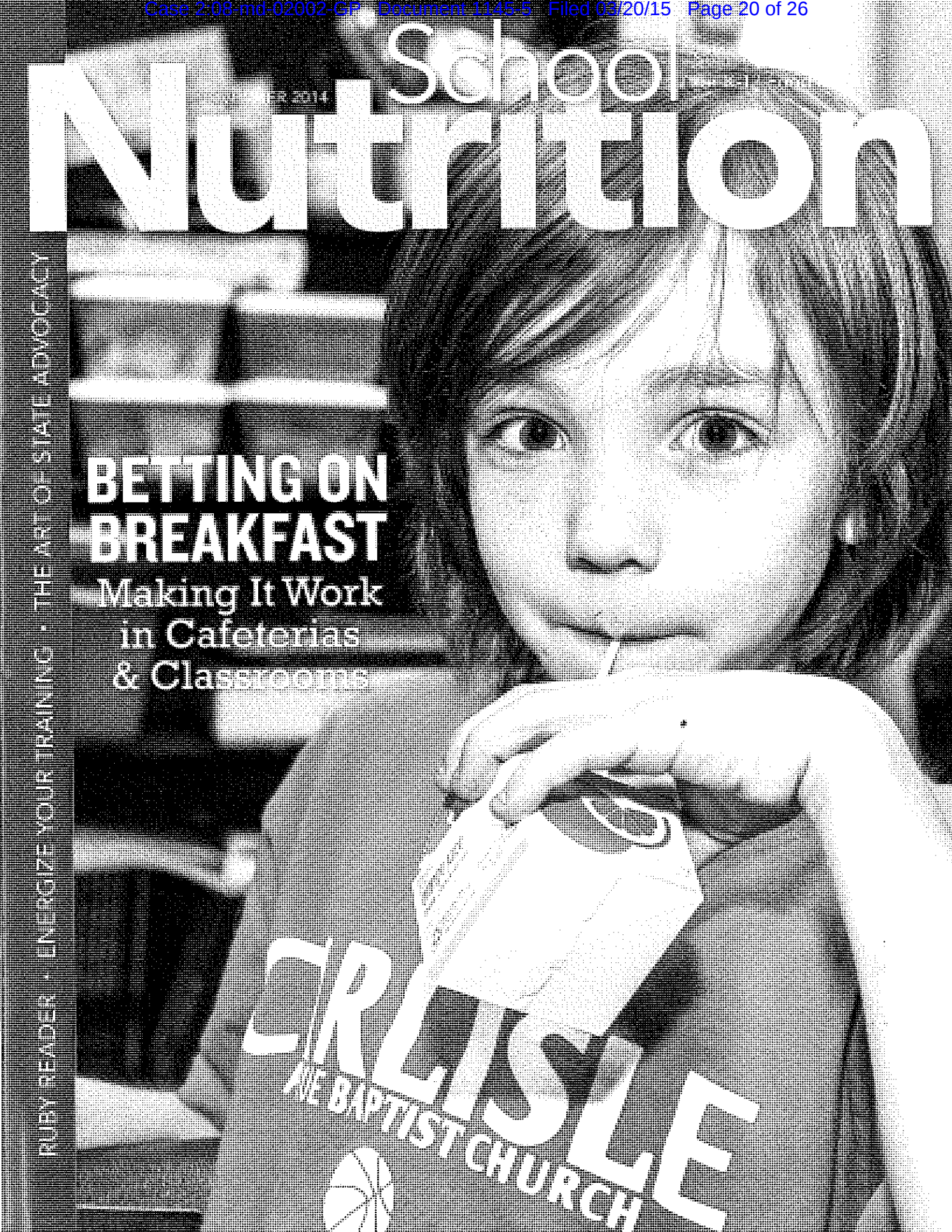
NOVEMBER 2014

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BETTING ON BREAKFAST

Making It Work in Cafeterias & Classrooms

CRISLISLE
A/E BAPTIST CHURCH



Legal Notice

If you purchased Shell Eggs or Egg Products produced in the United States directly from any producer from January 1, 2000 through July 30, 2014, you could be a Class Member in a proposed class action settlement.

This legal notice is to inform you of proposed Settlements between Plaintiffs and Defendants Midwest Poultry Services, LP ("Midwest"), National Food Corporation ("NFC"), and United Egg Producers/United States Egg Marketers ("UEP/USEM"), 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 to inform you of a second amendment to the Sparboe Settlement.

Who is included in the Settlements & Second Sparboe Amendment?

The Settlement "Classes" include 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 July 30, 2014. Due to the recent Settlements, the prior Sparboe Settlement is amended to add to the Sparboe Settlement Class direct purchases of Shell Eggs and Egg Products from March 1, 2014 through July 30, 2014, expanding the Class Period to make it comparable to the more recent Settlement Classes.

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. The settling Defendants deny all of Plaintiffs' allegations.

What do the Settlements provide?

Under the settlements, Plaintiffs will release all claims against Midwest, NFC and UEP/USEM. In exchange, Midwest will pay \$2.5 million; NFC will pay \$1 million; and UEP/USEM will pay \$500,000, into a settlement fund for the benefit of the Classes. Plaintiffs also will receive documents and 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 Sparboe Settlement. Sparboe agreed to provide substantial and immediate cooperation to Plaintiffs, which the Court already found conferred substantial benefits upon the Class. The second amendment merely conforms the Sparboe Class to the recent Settlement Classes.

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 recent Settlements or the amended Sparboe Settlement. If the Court grants final approval to the Settlements and the Second Sparboe Amendment, they will be binding upon you and all other Class Members. By remaining part of the Settlements, you will give up any potential claims that you may have against Midwest, NFC, UEP/USEM and Sparboe relating to the claims alleged in this lawsuit. You may be eligible to receive a settlement payment at a future date.

Ask to be excluded: If you wish to exclude yourself from the Sparboe Settlement as amended (if you had no purchases before March 1, 2014) and/or the recent Settlements 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 the Classes by sending a signed letter to the Claims Administrator postmarked on or before March 6, 2015.

Object: You may notify the Court that you object to the recent Settlements and/or Second Sparboe Amendment by mailing a statement of your objection(s) to the Court, Plaintiffs' Counsel, and Defense Counsel postmarked by March 6, 2015. 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 Settlements and/or the Second Sparboe Amendment?

At 9:30 a.m. on May 6, 2015, at the United States District Court, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106, the Court will hold a hearing to determine the fairness and adequacy of the recent Settlements and the Second Sparboe Amendment, and consider any motion for an award of attorneys' fees and incentive awards 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. 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.

www.eggproductssettlement.com

producers and school districts understand shared customers. "We look for ways to increase dairy consumption, because we know kids need dairy's nutrients for growth and development," says Rusnak. "This also helps our farmers and allows us to continue to offer programs."

Rusnak offers just a few examples of how research findings from the American Dairy Association and Dairy Council were applied successfully in school nutrition operations:

- Kids like milk better in plastic bottles than in cartons. The Council connected local schools with a provider who uses this kind of packaging.
- Kids love flavored milk, and want as much variety as possible.
- Kids prefer yogurt smoothies to cups of yogurt. The Council offered grant money to help area schools purchase institutional-sized blenders to make smoothies.

Rusnak also works to disseminate research issued by various local anti-hunger groups. This information can help school nutrition directors when trying to make the case for change, such as the expansion of school breakfast service.

Welcome a New Century

Throughout its centennial year, NDC and its regional dairy councils are planning celebrations; these include a birthday bash during June Dairy Month and some special surprises at SNA's Annual National Conference. And this 100th anniversary is the perfect occasion for you to reach out to your local dairy council, make that connection and discover the many opportunities it offers for training, grants, research and resources.

After all, there's more to a centennial than celebrating the organization's past, says NDC's Erin Coffield: "We're going to use the centennial as a milestone, and also as the right time to pave a path forward into the next century. When we think about the next 100 years, we still see children and youth front and center in everything we do." **SN**

Susan Davis Gryder is a freelance writer in Silver Spring, Md. Photography by Photodisc/Thinkstock.

Exhibit 3

Count	GCG No.	Primary GCG No.	Name Address 1	Name Field 2	City	State
1	194	194	KRAFT FOODS GLOBAL INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
2	203	203	NESTLE USA INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
3	204	204	THE KROGER CO.	C/O KENNY NACHWALTER	MIAMI	FL
4	215	215	THE KELLOGG COMPANY	C/O JENNER & BLOCK LLP	CHICAGO	IL
5	222	222	GENERAL MILLS INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
6	239	239	SAFeway INC	C/O KENNY NACHWALTER	MIAMI	FL
7	271	271	WALGREEN CO.	C/O WILLIAM BLECHMAN & DOUGLAS PATTON	MIAMI	FL
8	279	279	CONOPCO INC	C/O KENNY NACHWALTER	MIAMI	FL
9	280	280	HY-VEE, INC.	C/O KENNY NACHWALTER	MIAMI	FL
10	286	286	ALBERTSONS LLC	C/O KENNY NACHWALTER	MIAMI	FL
11	290	290	THE GREAT ATLANTIC & PACIFIC TEA COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
12	312	312	H.E. BUTT GROCERY COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
13	358	358	MARSH SUPERMARKETS LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
14	493	493	PUBLIX SUPER MARKETS, INC.	DAVID P. GERMAINE	CHICAGO	IL
15	515	515	SUPERVALU INC	C/O DAVID P. GERMAINE	CHICAGO	IL
16	873	873	MCDONALD'S CORPORATION	C/O HAL B. MERCK	OAK BROOK	IL
17	1003355	1003355	GIANT EAGLE, INC.	C/O MOIRA CAIN-MANNIX	PITTSBURGH	PA
18	1015302	1015302	K & K ISLAND PRIDE SUPERMARKET	PO BOX 1782	MARSHALL	MH
19	189	194	KRAFT	C/O JENNER & BLOCK LLP	CHICAGO	IL
20	190	194	KRAFT INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
21	192	194	KRAFT FOODS	C/O JENNER & BLOCK LLP	CHICAGO	IL
22	193	194	KRAFT FOODS INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
23	195	194	KRAFT FOODS HOLDINGS INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
24	197	194	KRAFT FOODS MANUFACTURING INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
25	198	194	KRAFT FOODS NORTH AMERICA	C/O JENNER & BLOCK LLP	CHICAGO	IL
26	199	194	KRAFT GENERAL FOODS	C/O JENNER & BLOCK LLP	CHICAGO	IL
27	200	194	KRAFT GENERAL FOODS INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
28	201	204	KROGER	C/O KENNY NACHWALTER	MIAMI	FL
29	202	194	KRAFT NORTH AMERICA COMMERCIAL	C/O JENNER & BLOCK LLP	CHICAGO	IL
30	205	203	NESTLE PREPARED FOODS CO	C/O JENNER & BLOCK LLP	CHICAGO	IL
31	206	204	KROGER LIMITED PARTNERSHIP I	C/O KENNY NACHWALTER	MIAMI	FL
32	207	203	NESTLE PREPARED FOODS CO	SUCCESSOR TO CHEF AMERICA	CHICAGO	IL
33	208	204	KRGP INC.	C/O KENNY NACHWALTER	MIAMI	FL
34	209	204	KROGER TEXAS L.P.	C/O KENNY NACHWALTER	MIAMI	FL
35	210	203	NESTLE BUSINESS SERVICES	C/O JENNER & BLOCK LLP	CHICAGO	IL
36	211	204	THE KROGER CO. OF MICHIGAN	C/O KENNY NACHWALTER	MIAMI	FL
37	212	203	DREYER'S GRAND ICE CREAM INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
38	213	204	CITY MARKET	C/O KENNY NACHWALTER	MIAMI	FL
39	214	204	DILLON	C/O KENNY NACHWALTER	MIAMI	FL
40	216	204	DILLON COMPANIES, INC.	C/O KENNY NACHWALTER	MIAMI	FL
41	217	215	KELLOGG USA, INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
42	218	204	FRED MEYER	C/O KENNY NACHWALTER	MIAMI	FL
43	219	215	KELLOGG NORTH AMERICA COMPANY	C/O JENNER & BLOCK LLP	CHICAGO	IL
44	220	204	FRED MEYER, INC.	C/O KENNY NACHWALTER	MIAMI	FL
45	221	204	FRED MEYER JEWELERS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
46	223	204	FMJ, INC.	C/O KENNY NACHWALTER	MIAMI	FL
47	224	222	GENERAL MILLS MARKETING INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
48	225	204	FRED MEYER STORES, INC.	C/O KENNY NACHWALTER	MIAMI	FL
49	226	222	GENERAL MILLS OPERATIONS INC	C/O JENNER & BLOCK LLP	CHICAGO	IL
50	227	204	FRY'S	C/O KENNY NACHWALTER	MIAMI	FL

51	228	222	GENERAL MILLS OPERATIONS, LLC	C/O JENNER & BLOCK LLP	CHICAGO	IL
52	229	204	GERBES	C/O KENNY NACHWALTER	MIAMI	FL
53	230	204	HEALTHY OPTIONS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
54	231	204	JAY C FOOD STORES	C/O KENNY NACHWALTER	MIAMI	FL
55	232	204	JUNIOR FOOD STORES OF WEST FLORIDA, INC.	C/O KENNY NACHWALTER	MIAMI	FL
56	233	204	KESSEL	C/O KENNY NACHWALTER	MIAMI	FL
57	234	204	KESSEL FOOD MARKETS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
58	235	204	KING SOOPERS	C/O KENNY NACHWALTER	MIAMI	FL
59	236	204	KWIK SHOP, INC.	C/O KENNY NACHWALTER	MIAMI	FL
60	237	239	SAFEGWAY	C/O KENNY NACHWALTER	MIAMI	FL
61	238	204	LOAF 'N JUG	C/O KENNY NACHWALTER	MIAMI	FL
62	240	204	MINI MART	C/O KENNY NACHWALTER	MIAMI	FL
63	241	239	SAFEGWAY FOOD & DRUG	C/O KENNY NACHWALTER	MIAMI	FL
64	242	204	MINI-MART, INC.	C/O KENNY NACHWALTER	MIAMI	FL
65	243	239	CARR-GOTTSTEIN FOODS CO	C/O KENNY NACHWALTER	MIAMI	FL
66	244	204	QFC	C/O KENNY NACHWALTER	MIAMI	FL
67	245	204	QUIK STOP	C/O KENNY NACHWALTER	MIAMI	FL
68	246	239	DOMINICK'S	C/O KENNY NACHWALTER	MIAMI	FL
69	247	204	QUIK STOP MARKETS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
70	248	239	DOMINICK'S FINER FOODS LLC	C/O KENNY NACHWALTER	MIAMI	FL
71	249	204	FOOD 4 LESS	C/O KENNY NACHWALTER	MIAMI	FL
72	250	239	GENUARDI'S	C/O KENNY NACHWALTER	MIAMI	FL
73	251	204	FOOD 4 LESS HOLDINGS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
74	252	239	GENUARDI'S FAMILY MARKETS LP	C/O KENNY NACHWALTER	MIAMI	FL
75	253	204	RALPHS	C/O KENNY NACHWALTER	MIAMI	FL
76	254	239	RANDALL'S	C/O KENNY NACHWALTER	MIAMI	FL
77	255	204	RALPHS GROCERY COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
78	256	239	RANDALL'S FOOD & DRUGS LP	C/O KENNY NACHWALTER	MIAMI	FL
79	257	204	SMITH'S	C/O KENNY NACHWALTER	MIAMI	FL
80	258	239	TOM THUMB FOOD & DRUGS	C/O KENNY NACHWALTER	MIAMI	FL
81	259	204	SMITH'S FOOD & DRUG CENTERS, INC.	C/O KENNY NACHWALTER	MIAMI	FL
82	260	204	TOM THUMB	C/O KENNY NACHWALTER	MIAMI	FL
83	261	239	SIMON DAVID	C/O KENNY NACHWALTER	MIAMI	FL
84	262	239	VONS	C/O KENNY NACHWALTER	MIAMI	FL
85	263	204	TURKEY HILL	C/O KENNY NACHWALTER	MIAMI	FL
86	264	239	VONS GROCERY COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
87	265	204	TURKEY HILL, L.P.	C/O KENNY NACHWALTER	MIAMI	FL
88	266	239	THE VONS COMPANIES INC	C/O KENNY NACHWALTER	MIAMI	FL
89	267	204	THGP CO., INC.	C/O KENNY NACHWALTER	MIAMI	FL
90	268	239	PAK N SAVE FOODS	C/O KENNY NACHWALTER	MIAMI	FL
91	269	271	WALGREEN	C/O DOUGLAS H. PATTON	MIAMI	FL
92	270	239	PAVILIONS	C/O KENNY NACHWALTER	MIAMI	FL
93	272	239	PAVILIONS PLACE	C/O KENNY NACHWALTER	MIAMI	FL
94	273	271	DUANE READE	C/O DOUGLAS H. PATTON	MIAMI	FL
95	274	239	JERSEYMAID MILK PRODUCTS	C/O KENNY NACHWALTER	MIAMI	FL
96	275	271	DUANE READE, INC.	C/O DOUGLAS H. PATTON	MIAMI	FL
97	276	239	EXTREME VALUE	C/O KENNY NACHWALTER	MIAMI	FL
98	277	239	EXTREME VALUE CENTERS	C/O KENNY NACHWALTER	MIAMI	FL
99	278	280	HY-VEE	C/O KENNY NACHWALTER	MIAMI	FL
100	281	280	PERISHABLE DISTRIBUTORS OF IOWA,	C/O KENNY NACHWALTER	MIAMI	FL
101	282	279	ADOLPH'S LTD	C/O KENNY NACHWALTER	MIAMI	FL
102	283	279	ALATHIA US LIMITED	C/O KENNY NACHWALTER	MIAMI	FL
103	284	286	ALBERTSONS	C/O KENNY NACHWALTER	MIAMI	FL
104	285	279	BBJ PRODUCTS INC	C/O KENNY NACHWALTER	MIAMI	FL

105	287	279	BEN & JERRY'S	C/O KENNY NACHWALTER	MIAMI	FL
106	288	290	A & P	C/O KENNY NACHWALTER	MIAMI	FL
107	289	279	BEN & JERRY'S FRANCHISING INC	C/O KENNY NACHWALTER	MIAMI	FL
108	291	279	BEN & JERRY'S GIFT CARD LLC	C/O KENNY NACHWALTER	MIAMI	FL
109	292	290	PATHMARK	C/O KENNY NACHWALTER	MIAMI	FL
110	293	279	BEN & JERRY'S HOMEMADE INC	C/O KENNY NACHWALTER	MIAMI	FL
111	294	290	PATHMARK STORES, INC.	C/O KENNY NACHWALTER	MIAMI	FL
112	295	279	BESTFOODS	C/O KENNY NACHWALTER	MIAMI	FL
113	296	279	BROOKE-BOND INVESTMENTS INC	C/O KENNY NACHWALTER	MIAMI	FL
114	297	290	WALDBAUM'S	C/O KENNY NACHWALTER	MIAMI	FL
115	298	290	THE FOOD EMPORIUM	C/O KENNY NACHWALTER	MIAMI	FL
116	299	279	CHESEBROUGH PONDS MANUFACTURING COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
117	300	290	SUPER FRESH	C/O KENNY NACHWALTER	MIAMI	FL
118	301	279	CORE MARKETS INC	C/O KENNY NACHWALTER	MIAMI	FL
119	302	290	FARMER JACK	C/O KENNY NACHWALTER	MIAMI	FL
120	303	279	EMERALD MANUFACTURING CO	C/O KENNY NACHWALTER	MIAMI	FL
121	304	290	SAV-A-CENTER	C/O KENNY NACHWALTER	MIAMI	FL
122	305	279	LEVER	C/O KENNY NACHWALTER	MIAMI	FL
123	306	290	FOOD BASICS	C/O KENNY NACHWALTER	MIAMI	FL
124	307	279	LIPTON	C/O KENNY NACHWALTER	MIAMI	FL
125	308	279	LIPTON INDUSTRIES	C/O KENNY NACHWALTER	MIAMI	FL
126	309	312	H-E-B	C/O KENNY NACHWALTER	MIAMI	FL
127	310	279	MLT ACQUISITION CORP	C/O KENNY NACHWALTER	MIAMI	FL
128	311	279	SPECTRUM LAND COMPANY	C/O KENNY NACHWALTER	MIAMI	FL
129	313	279	TIGI LINEA CORP	C/O KENNY NACHWALTER	MIAMI	FL
130	314	312	CENTRAL MARKET	C/O KENNY NACHWALTER	MIAMI	FL
131	315	279	TIGI DE PUERTO RICO INC	C/O KENNY NACHWALTER	MIAMI	FL
132	316	279	UNATRAC US INC	C/O KENNY NACHWALTER	MIAMI	FL
133	317	279	UNILEVER	C/O KENNY NACHWALTER	MIAMI	FL
134	318	279	UNILEVER BESTFOODS	C/O KENNY NACHWALTER	MIAMI	FL
135	319	279	UNILEVER BESTFOODS ROBERTSONS (HOLDINGS) LIMITED LLC	C/O KENNY NACHWALTER	MIAMI	FL
136	320	279	UNILEVER CAPITAL CORPORATION	C/O KENNY NACHWALTER	MIAMI	FL
137	321	279	UNILEVER ILLINOIS MANUFACTURING CO LLC	C/O KENNY NACHWALTER	MIAMI	FL
138	322	279	UNILEVER HOME & PERSONAL CARE USA	C/O KENNY NACHWALTER	MIAMI	FL
139	323	279	UNILEVER HPC	C/O KENNY NACHWALTER	MIAMI	FL
140	324	279	UNILEVER HPCNA	C/O KENNY NACHWALTER	MIAMI	FL
141	325	279	UNILEVER NORTH AMERICA	C/O KENNY NACHWALTER	MIAMI	FL
142	326	279	UNILEVER SUPPLY CHAIN, INC	C/O KENNY NACHWALTER	MIAMI	FL
143	327	279	UNILEVER TRUMBULL HOLDINGS INC	C/O KENNY NACHWALTER	MIAMI	FL
144	328	279	UNILEVER TRUMBULL RESEARCH SERVICES, INC	C/O KENNY NACHWALTER	MIAMI	FL
145	329	279	UNILEVER UNITED STATES INC	C/O KENNY NACHWALTER	MIAMI	FL
146	330	279	UNILEVER UNITED STATES FOUNDATION, INC.	C/O KENNY NACHWALTER	MIAMI	FL
147	494	493	MORNING SONG LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
148	502	515	ALBERTSON'S, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
149	503	515	AMERICAN DRUG STORES, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
150	504	515	AMERICAN STORES COMPANY	C/O DAVID P. GERMAINE	CHICAGO	IL
151	505	515	BRISTOL FARMS	C/O DAVID P. GERMAINE	CHICAGO	IL
152	506	515	JEWEL FOODS, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
153	507	515	NEW ALBERTSON'S, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
154	508	515	PREFERRED PRODUCTS, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
155	509	515	SAVE-A-LOT FOOD STORES, LTD	C/O DAVID P. GERMAINE	CHICAGO	IL

156	510	515	SCOTT'S FOOD STORES, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
157	511	515	SHAWS SUPERMARKETS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
158	512	515	SHOP-N-SAVE WAREHOUSE FOODS, INC	C/O DAVID P. GERMAINE	CHICAGO	IL
159	513	515	SHOPPERS FOOD WAREHOUSE CORP	C/O DAVID P. GERMAINE	CHICAGO	IL
160	514	515	SOUTHSTAR, LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
161	516	515	W NEWELL & CO	C/O DAVID P. GERMAINE	CHICAGO	IL
162	560	222	GENERAL MILLS OPERATIONS LLC	ONE GENERAL MILLS BLVD	MINNEAPOLIS	MN
163	561	215	KELLOGG COMPANY	ONE KELLOGG SQUARE	BATTLE CREEK	MI
164	705	493	PUBLIX SUPER MARKETS, INC.	3300 PUBLIX CORPORATE	LAKELAND	FL
165	706	515	ACME MARKETS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
166	707	515	MORAN FOODS	C/O DAVID P. GERMAINE	CHICAGO	IL
167	709	515	AMERICAN PROCUREMENT & LOGISTICS CO LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
168	710	515	FF ACQUISITION LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
169	711	515	NC&T SUPERMARKETS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
170	712	515	RICHFOOD, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
171	713	515	SAVE-A-LOT TYLER GROUP, LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
172	714	515	SUPER RITE FOODS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
173	715	515	SUPERMARKET OPERATORS OF AMERICA, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
174	716	515	SUPERVALU HOLDINGS, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
175	717	515	VALU VENTURES 2, INC.	C/O DAVID P. GERMAINE	CHICAGO	IL
176	718	515	SUPERVALU, INC.	7075 FLYING CLOUD DRIVE	EDEN PRAIRIE	MN
177	738	1003355	RISER FOODS COMPANY	TRADING AS AMERICAN SEAWAY FOODS	PITTSBURGH	PA
178	759	358	BUTTERFIELD FOODS, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
179	760	358	BF PROPERTY, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
180	761	358	CRYSTAL FOOD SERVICES, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
181	762	358	CF PROPERTY, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
182	763	358	CRYSTAL FOOD MANAGEMENT SERVICES, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
183	764	358	CRYSTAL CAFE MANAGEMENT GROUP,	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
184	765	358	O'MALIA FOOD MARKETS, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
185	766	358	LOBILL FOODS, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
186	767	358	LB PROPERTY, LLC	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
187	768	358	A.L. ROSS & SONS, INC.	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
188	769	358	MARSH SUPERMARKETS OF ILLINOIS, INC.	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
189	872	515	AMERICAN DRUG STORES LLC	C/O DAVID P. GERMAINE	CHICAGO	IL
190	874	358	TOPCO ASSOCIATES, LLC	MARSH SUPERMARKETS, LLC	PITTSBURGH	PA
191	875	1003355	TOPCO ASSOCIATES, LLC	GIANT EAGLE, INC.	PITTSBURGH	PA
192	876	1003355	CONAGRA FOODS, INC.	C/O MARCUS & SHAPIRA LLP	PITTSBURGH	PA
193	877	194	KRAFT FOODS GLOBAL, INC.	THREE LAKES DRIVE	NORTHFIELD	IL
194	878	203	NESTLE USA, INC.	800 NORTH BRAND	GLENDALE	CA
195	1008360	1003355	GIANT EAGLE MARKETS INC-PITTSBURGH	101 KAPPA DR	PITTSBURGH	PA
196	1013675	515	JEWEL FOOD STORES	C/O DAVID P. GERMAINE	CHICAGO	IL
197	7285882	515	SUPERVALU, INC.	C/O THE VANEK, VICKERS & MASINI, P.C.	CHICAGO	IL

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

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

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
THE SECOND AMENDMENT TO THE SPARBOE
SETTLEMENT AGREEMENT**

AND NOW, this ___ day of _____, 2015, it is hereby **ORDERED AND DECREED** that the motion of Direct Purchaser Plaintiffs for final approval of the Second Amendment to the Sparboe Settlement Agreement is hereby **GRANTED**. The Class Period applicable to the Settlement Agreement between Plaintiffs and Defendant Sparboe Farms, Inc. is amended to January 1, 2000 through July 30, 2014.

IT IS SO ORDERED.

BY THE COURT:

GENE E.K. PRATTER
 United States District Judge

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

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

CERTIFICATE OF SERVICE

I hereby certify that Direct Purchaser Plaintiffs’ Motion for Final Approval of the Second Sparboe Amendment was served upon the below-listed Liaison Counsel for Defendants, Indirect Purchaser Plaintiffs, and Direct Action Plaintiffs via electronic mail and this Court’s ECF service:

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Defendants’ Liaison Counsel

*Indirect Purchaser Plaintiffs’ Liaison
Counsel*

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Direct Action Plaintiffs’ Liaison Counsel

Date: March 20, 2015

BY: /s/ Mindee J. Reuben
 Mindee J. Reuben