

**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 February 28, 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 a settlement with Defendant Cal-Maine Foods, Inc., together with its past and present parents, subsidiaries, and affiliates (“Cal-Maine”). If you fall within the definition of the “Settlement Class” as defined herein, you will be bound by the settlement unless you expressly exclude yourself in writing pursuant to the instructions below. This notice is also to inform you of the nature of the action and of your rights in connection with it.

This notice also informs you that the Settlement Class for the prior settlement agreement with Sparboe Farms, Inc. (“Sparboe Settlement”) has been amended to include direct purchases of Shell Eggs and Egg Products on or after October 24, 2009 to February 28, 2014 (the “Sparboe Amendment”), extending the prior Class Period of January 1, 2000 to October 23, 2009. If you become a member of the Sparboe Settlement Class solely because of the extended Class Period, you will be bound by the terms of that agreement unless you expressly exclude yourself in writing pursuant to the instructions below. If you were a member of the prior Sparboe Class and took no action in response to the previous notice of the Sparboe Settlement, you may not now exclude yourself and you remain bound by the Settlement.

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

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

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

<b>YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE CAL-MAINE SETTLEMENT:</b>	
<b>TAKE NO ACTION</b>	You will receive the non-monetary benefits of the Cal-Maine Settlement and give up the right to sue Cal-Maine with respect to the claims asserted in this case.  You may be eligible to receive a payment from the Cal-Maine Settlement <b>if</b> you submit a timely Claim Form (by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014). You will give up the right to sue Cal-Maine.
<b>EXCLUDE YOURSELF FROM THE CAL-MAINE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014</b>	This is the only option that allows you to ever be a part of any other lawsuit against Cal-Maine with respect to the claims asserted in this case. You will not become a member of the Cal-Maine Settlement Class. If you exclude yourself, you will be able to bring a separate lawsuit against Cal-Maine with respect to the claims asserted in this case.
<b>OBJECT TO THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014</b>	You will remain a member of the Cal-Maine Class, but you also have the right to comment on the terms of the Cal-Maine Settlement.
<b>GO TO THE FAIRNESS HEARING ON SEPTEMBER 18, 2014 AFTER FILING A TIMELY OBJECTION TO THE CAL-MAINE SETTLEMENT</b>	If you file a timely objection, you may speak in Court about the fairness of the Cal-Maine Settlement.
<b>SUBMIT A CLAIM FORM FOR THE CAL-MAINE SETTLEMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014</b>	This is the only way to receive a payment from the Cal-Maine Settlement.  You are not eligible to file a Claim Form if you exclude yourself from the Cal-Maine Settlement Class.

**YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SPARBOE AMENDMENT:**

<b>TAKE NO ACTION</b>	If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to October 24, 2009), you will receive the benefits of the Sparboe Settlement and give up the right to sue Sparboe.  If you were a member of the prior Sparboe Settlement Class (i.e., you purchased Shell Eggs or Egg Products on or before October 23, 2009) and took no action in response to the prior notice of that Settlement, you remain bound by the Sparboe Settlement.  There is no monetary compensation under the expanded Sparboe Class Period and therefore no Claim Form may be submitted.
<b>EXCLUDE YOURSELF FROM THE EXTENDED SPARBOE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014</b>	If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to October 24, 2009), this is the only option that allows you to ever be a part of any lawsuit against Sparboe with respect to the claims asserted in this case.  If you purchased Shell Eggs or Egg Products on or before October 23, 2009, you may not now exclude yourself from the Sparboe Settlement Class.
<b>OBJECT TO THE SPARBOE AMENDMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, AUGUST 1, 2014</b>	You will remain a member of the expanded Sparboe Class, but you also have the right to comment on the terms of the Sparboe Amendment.
<b>GO TO THE FAIRNESS HEARING ON SEPTEMBER 18, 2014 AFTER FILING A TIMELY OBJECTION TO THE SPARBOE AMENDMENT</b>	If you file a timely objection, you may speak in Court about the fairness of the Sparboe Amendment.

**ABOUT THIS NOTICE & LITIGATION**

**1. Why did I receive this notice?**

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

**2. What is this lawsuit about?**

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

In the fall and winter of 2008, lawsuits were filed in several federal courts generally alleging this conspiracy to depress egg supply. On December 2, 2008, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated proceedings before the Honorable Gene E. K. Pratter, United States District Judge in the United States District Court for the Eastern District of Pennsylvania. On January 30, 2009, Plaintiffs filed their first consolidated amended complaint alleging a wide-ranging conspiracy to fix egg prices that injured direct egg purchasers.<sup>1</sup> In December 2009, Plaintiffs filed

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

their second consolidated amended complaint adding new allegations against the Defendants. On September 26, 2011, the Court dismissed claims against certain defendants, but permitted Plaintiffs to proceed against all other Defendants. Plaintiffs filed their third consolidated amended class action complaint on January 4, 2013. On August 23, 2013, the Court dismissed claims under the third amended complaint for damages incurred by the class prior to September 24, 2004. Claims for damages incurred after that date are proceeding.

To date, three defendants have settled with Plaintiffs in this matter. On June 8, 2009, Plaintiffs and Defendant Sparboe Farms Inc. (“Sparboe”) reached a settlement. Notice of the Sparboe Settlement was sent to potential Class Members in September 2010. The original Sparboe Settlement Agreement released all claims arising from this action between January 1, 2000 and June 8, 2009 in exchange for cooperation that substantially assisted Plaintiffs in prosecuting the claims in this Action. The Sparboe Agreement was finally approved by the Court on July 16, 2012. Since that time, Plaintiffs and Sparboe have amended the Sparboe Agreement to expand the Class Period from January 1, 2000 to October 23, 2009, to include claims arising from this action between October 24, 2009 and February 28, 2014.

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

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

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

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

## THE CAL-MAINE SETTLEMENT

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

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

All persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through February 28, 2014.

Excluded from the Settlement Class are:

- a. Cal-Maine, the Defendants that remain in the case, prior Settling Defendants (Moark Defendants and Sparboe), and their respective parents, subsidiaries and affiliates;
- b. Egg Producers, defined as any person or entity that owns, contracts for the use of, leases, or otherwise controls hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producers;

- c. All government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.
- d. Purchases of "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types), purchases of Egg Products produced from specialty Shell Eggs, and purchases of "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat), and any person or entity that purchased exclusively specialty or hatching eggs.

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

#### **4. What does the Cal-Maine Settlement provide?**

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

On February 28, 2014, the Court granted preliminary approval of the Cal-Maine Settlement, finding it sufficiently fair, reasonable, and adequate to warrant notifying the Settlement Class.

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

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

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

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

The Claim Form and instructions for filing a proof of claim are included with the Claim Form provided with this notice. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014, to be considered for distribution.

You should carefully read the descriptions of the respective classes set forth earlier in this notice to verify that you are a Class Member. Next, you should review your records and confirm that you purchased the relevant product(s) during the relevant time period. Then, included with this notice, you will find a Claim Form which must be completed by the Class Member and returned to the address indicated on the Claim Form. Claim Forms must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014. ***Any Class Member who does not complete and timely return the Claim Form will not be entitled to share in the Cal-Maine Settlement.***

---

<sup>2</sup> 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 February 28, 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 February 28, 2014."

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

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

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

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

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

### **THE AMENDMENT TO THE SPARBOE SETTLEMENT CLASS PERIOD**

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

The original Sparboe Settlement executed on June 8, 2009 defined the Sparboe Settlement Class substantially the same as the Class under the Cal-Maine Settlement, as described above, except that the original Sparboe Class Period included only those persons or entities that purchased Shell Eggs or Egg Products directly from any Producer between January 1, 2000 and October 23, 2009. On August 28, 2013, Plaintiffs and Sparboe amended the Class Period of the Sparboe Settlement to also include purchases of Shell Eggs and Egg Products from October 24, 2009 through February 28, 2014 (the "Sparboe Amendment"), providing for an extended Class Period. On February 28, 2014, the Court granted preliminary approval to the Sparboe Amendment. All other provisions of the Sparboe Agreement are unchanged and remain binding on the Plaintiffs.

A copy of the Sparboe Amendment is available on the settlement website at [www.eggproductssettlement.com](http://www.eggproductssettlement.com).

#### **9. What does the Sparboe Settlement Provide?**

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

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

The Original Sparboe Settlement, the Class Notice of that Settlement, and the Order granting final approval of the Settlement are available on the settlement website at [www.eggproductssettlement.com](http://www.eggproductssettlement.com).

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

If the Court grants final approval to the Sparboe Amendment and you became a member of the Sparboe Settlement Class solely because of the extended Class Period under the Sparboe Amendment (i.e., you made no purchases of Shell Eggs or Egg Products directly from any Producer between January 1, 2000 and October 23, 2009, but purchased Shell Eggs or Egg Products from October 24, 2009 to February 28, 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 and did not previously exclude yourself, you are already bound by the terms of the Sparboe Agreement and have given up any claims you may have had against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement. You may not now exclude yourself.

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

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

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

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

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

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

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

**12. How will the lawyers be paid?**

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

Class Counsel will file their Fee Petition on or before June 20, 2014. The Fee Petition, which will identify the specific amount of fees requested and the expenses to be reimbursed, will be available on the settlement website, [www.eggproductssettlement.com](http://www.eggproductssettlement.com), on that date. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts it determines to be fair and reasonable.

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

**FINAL FAIRNESS HEARING**

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

The Court has scheduled a "Fairness Hearing" at 2:00 p.m. on September 18, 2014 at the following address:

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

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

**YOUR LEGAL RIGHTS AND OPTIONS**

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

- A. If you are a member of the Cal-Maine Settlement Class and you wish to participate in the Cal-Maine Settlement but you object to, or otherwise want to comment on, any term of the Cal-Maine Settlement (including the Fee Petition), you may file with the Court an objection by following the instructions under Question 14(c) below.
- B. If you are a member of the Sparboe Settlement Class as amended,<sup>3</sup> and you wish to participate in the Sparboe Settlement or are already a participant under the prior Class definition, but you object to the Sparboe Amendment, you may file with the Court an objection by following the instructions under Question 14(c) below.
- C. In order for the Court to consider your objection to either the Cal-Maine Settlement or the Sparboe Amendment, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, August 1, 2014 to each of the following:

**The Court:**

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

**Counsel for Plaintiffs:**

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

**Counsel for Cal-Maine  
(if objecting to the Cal-Maine  
Settlement):**

Veronica S. Lewis  
GIBSON DUNN & CRUTCHER LLP  
2100 McKinney Avenue, Suite 1100  
Dallas, TX 75201-6912

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

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

**15. How do I exclude myself from the Settlements?**

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

If you were a member of the original Sparboe Settlement Class (that is, you purchased 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.

---

<sup>3</sup> If you are a member of the Cal-Maine Settlement Class, you are also a member of 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,<sup>4</sup> August 1, 2014 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 either the Cal-Maine Settlement or the Sparboe Settlement as amended, or both. Do not request exclusion if you wish to participate in the Cal-Maine Settlement and/or the Sparboe Settlement as amended as a member of the Settlement Class. If you intend to bring your own lawsuit against the Cal-Maine or Sparboe, you should exclude yourself from the Settlement Classes.

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

#### **16. What happens if I do nothing?**

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

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

#### **FOR MORE INFORMATION**

For more detailed information concerning matters relating to the Cal-Maine Settlement, you may wish to review the “Settlement Agreement Between Direct Purchaser Plaintiffs and Defendant Cal-Maine Foods, Inc.” (signed August 2, 2013) and the “Order (1) Granting Preliminary Approval of the Proposed Settlement Agreement between Direct Purchaser Plaintiffs and Cal-Maine Foods, Inc.; (2) Certifying the Class for Purposes of Settlement; (3) Granting Leave to File Motion for Fees and Expenses; (4) Granting Preliminary Approval of the Proposed Amendment to Settlement Agreement Between Direct Purchaser Plaintiffs and Sparboe Farms, Inc.; and (5) Approving the Parties’ Notice Plan” (entered February 28, 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), and the “Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc.” (signed August 28, 2013).

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

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

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

Dated: February 28, 2014

**The Honorable Gene E. K. Pratter**

---

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