

**MUST BE
POSTMARKED ON
OR BEFORE
OCTOBER 9, 2017**

In re Processed Egg Products Antitrust Litigation

EG6

**c/o GCG
P.O. Box 9476
Dublin, OH 43017-4576
Toll-Free: 1 (866) 881-8306**



REQUIRED ADDRESS INFORMATION OR CORRECTIONS

If the pre-printed address to the left is incorrect or out of date, **OR** if there is no pre-printed data to the left, **YOU MUST** provide your current name and address here:

Name:

Address:

City/State/ZIP:

CLAIM FORM

This Claim Form relates to the Settlements with Defendants Michael Foods, Inc. ("MFI"), Midwest Poultry Services, LP ("Midwest"); National Food Corporation ("NFC"); United Egg Producers/United States Egg Marketers ("UEP/USEM"); NuCal Foods, Inc. ("NuCal"); and Hillandale Farms of Pa., Inc. and Hillandale-Gettysburg, L.P. ("Hillandale") in the lawsuit *In re Processed Egg Products Antitrust Litigation*, Case No. 08-md-02002, pending in the United States District Court for the Eastern District of Pennsylvania.

You must submit a timely and valid Claim Form postmarked by, or pre-paid delivery service to be hand-delivered by, October 9, 2017 for your claim to be considered for payment.

NOTE: In regards to the Michael Foods Settlement, if you previously filed a valid and timely Claim Form that identified your Shell Egg purchases from Defendants for the years 2005 through 2008, you need not submit a new Claim Form in the Michael Foods Settlement for those particular years. If you previously filed a valid Claim Form but wish to receive credit for 2004 Shell Egg purchases from Defendants, however, you must submit a new Claim Form for the Michael Foods Settlement specifying purchases from 9/24/2004-12/31/2004 by month if you wish to receive an award for that time period. You will receive an award based on all of your eligible purchases.

In regard to the NFC, Midwest, UEP/USEM, NuCal or Hillandale Settlements, if you previously filed a valid and timely Claim Form for your Shell Egg or Egg Products purchases in the Settlements with the Moark Defendants or Defendant Cal-Maine, you need not submit a new Claim Form to share in the NFC, Midwest, UEP/USEM, NuCal or Hillandale Settlements for those same purchases. If you wish to receive an award for purchases that post-date those included in your valid Moark or Cal-Maine Claim Form, you must still submit another Claim Form, but it need include only those purchases that post-date or supplement those provided in your Moark or Cal-Maine Claim Form. You will still receive an award based on all of your eligible purchases. If you do not wish to receive an award from the NFC, Midwest, UEP/USEM, NuCal or Hillandale Settlements for purchases that post-date those purchases included in your prior Claim Form(s), you need not submit a new Claim Form. You will receive an award based on all of the eligible purchases.

QUESTIONS? VISIT WWW.EGGPRODUCTSETTLEMENT.COM OR CALL TOLL-FREE 1 (866) 881-8306

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/pages/privacy-policy.php>



GENERAL INSTRUCTIONS & DEFINITIONS

- The Settlements are for the benefit of **direct** egg purchasers only, that is, entities or individuals in the United States who bought eggs directly from Defendants and/or other egg Producers, and not those who purchased eggs indirectly such as from wholesalers, distributors, or retailers.
- Each corporation, trust or other business entity making a claim must submit its claim on a separate Claim Form. Please carefully review each page of the Claim Form. Only complete and valid Claim Forms will be accepted. Do not submit duplicate claims.
- Definitions
 - “Defendants” include Sparboe Farms Inc.; Moark, LLC; Norco Ranch, Inc.; Land O’Lakes, Inc.; Cal-Maine Foods, Inc.; Daybreak Foods, Inc.; Rose Acre Farms, Inc.; Ohio Fresh Eggs, LLC; R.W. Sauder, Inc.; NFC, Midwest; UEP/USEM; NuCal; Hillandale; MFI; and their affiliates, subsidiaries, parents and co-conspirators.¹
 - “Producers” include 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 each such Producer.
 - “Shell Eggs” are eggs produced from caged birds that are sold in the shell for consumption or for breaking and further processing, but exclude “specialty” Shell Eggs (certified organic, nutritionally enhanced, cage free, free range, and vegetarian-fed types) and “hatching” Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat).
 - “Egg Products” are the whole or any part of Shell Eggs, as described above, that have been removed from their shells and then processed, with or without additives, into dried, frozen or liquid forms.
- Eligibility
 - To be eligible to share in the Settlement involving MFI, you must have purchased **Shell Eggs** in the United States directly from Defendants during the Class Period from **September 24, 2004 through December 31, 2008**.
Purchases of Egg Products are not included in the MFI Settlement.
 - To be eligible to share in the Settlements involving Midwest, NFC, and UEP/USEM, you must have purchased **Shell Eggs and/or Egg Products** in the United States **directly from any Producer, including any Defendant** (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from **January 1, 2000 through July 30, 2014**.
 - To be eligible to share in the Settlements involving NuCal you must have purchased **Shell Eggs and/or Egg Products** in the United States **directly from any Producer, including any Defendant** (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from **January 1, 2000 through October 3, 2014**.²
 - To be eligible to share in the Settlements involving Hillandale you must have purchased **Shell Eggs and/or Egg Products** in the United States **directly from any Producer, including any Defendant** (or from the parents, subsidiaries and affiliates of Producers or Defendants) during the Class Period from **January 1, 2000 through December 19, 2014**.
- Exclusions
 - Excluded from the Classes are Defendants, their co-conspirators, and their respective parents, subsidiaries and affiliates, as well as any government entities.
 - Also excluded from the Class are purchases of “specialty” shell eggs (such as “organic,” “certified organic,” “free range,” “cage free,” “nutritionally enhance,” or “vegetarian fed”) and purchasers of hatching eggs, which are used by poultry breeders to produce breeder stock or growing stock for laying hens or meat.

REMINDER: If you submit any portion of this Claim Form, please make sure to complete the Certification in Section VI.

¹ There is one minor difference between the definition of Defendant as it is used in connection with the Litigation Class as compared to the Settlement Classes. The Litigation Class includes purchases from only those Defendants that still remain in the Action at the time of trial, as well as any settling or dismissed Defendant found by the fact-finder to have been a co-conspirator. The Settlement Classes include any Defendant named in the Third Amended Consolidated Complaint, whether or not they are later found to be co-conspirators by a fact-finder.

² As set forth in the NuCal Settlement Agreement and as finally approved by the Court, the Settlement Class period for the NuCal Settlement Class is January 1, 2000 through the date of preliminary approval, which was granted on October 3, 2014. However, the February 2015 notice of the NuCal and Hillandale Settlements identified the NuCal Settlement Class period as January 1, 2000 through December 19, 2014, the same as the Hillandale Settlement. This form identifies the appropriate Settlement Class period for the NuCal Settlement.



SECTION I: CLAIMANT CONTACT INFORMATION

Name:

Address:

City: _____ State: _____ ZIP: _____

Telephone Number:
 (_____) _____ - _____

Email Address:

SECTION II: SUBSTITUTE IRS FORM W-9

SUBSTITUTE IRS FORM W-9

Substitute IRS Form W-9

Enter the Claimant's federal taxpayer identification number:
 _____ - _____ - _____ OR _____ - _____ - _____
 Social Security Number Employer Identification Number
 (for individuals) (for corporations, trusts, etc.)

Print Claimant name:

Under penalties of perjury, I certify that:

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

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

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



SECTION III: MICHAEL FOODS SETTLEMENT - SHELL EGG CLAIM PURCHASES

Complete this section only if you wish to partake and receive a monetary benefit from the MFI Settlement for any and all Shell Egg purchases made directly from any Defendant in the United States from September 24, 2004 through December 31, 2008.

NOTE: If you previously submitted a valid Claim Form in the Moark or Cal-Maine Settlements, the below table will identify your Shell Egg purchases from Defendants for the period 2005-2008 that you previously submitted.

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

PRODUCER	YEAR	SHELL EGG QUANTITY	TOTAL COST
Michael Foods	September 24, 2004 to December 31, 2004		
Michael Foods	2005 - 2008		
Sparboe Farms, Inc.	September 24, 2004 to December 31, 2004		
Sparboe Farms, Inc.	2005 - 2008		
Moark, LLC / Norco Ranch, Inc., / Land O'Lakes, Inc.	September 24, 2004 to December 31, 2004		
Moark, LLC / Norco Ranch, Inc., / Land O'Lakes, Inc.	2005 - 2008		
Cal-Maine Foods, Inc.	September 24, 2004 to December 31, 2004		
Cal-Maine Foods, Inc.	2005 - 2008		
NFC	September 24, 2004 to December 31, 2004		
NFC	2005 - 2008		
Midwest	September 24, 2004 to December 31, 2004		
Midwest	2005 - 2008		
NuCal	September 24, 2004 to October 3, 2004		
NuCal	2005 - 2008		



PRODUCER	YEAR	SHELL EGG QUANTITY	TOTAL COST
Hillandale-Gettysburg, L.P./ Hillandale Farms of Pa., Inc.	September 24, 2004 to December 31, 2004		
Hillandale-Gettysburg, L.P./ Hillandale Farms of Pa., Inc.	2005 - 2008		
Rose Acre Farms, Inc.	September 24, 2004 to December 31, 2004		
Rose Acre Farms, Inc.	2005 - 2008		
Ohio Fresh Eggs, LLC	September 24, 2004 to December 31, 2004		
Ohio Fresh Eggs, LLC	2005 - 2008		
Daybreak Foods, Inc.	September 24, 2004 to December 31, 2004		
Daybreak Foods, Inc.	2005 - 2008		
R.W. Sauder, Inc.	September 24, 2004 to December 31, 2004		
R.W. Sauder, Inc.	2005 - 2008		

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

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

Attach copies of a **minimum of two invoices and/or other supporting documents** used to calculate purchase costs for each Defendant.



SECTION IV: MICHAEL FOODS SETTLEMENT - SUBMISSION TO JURISDICTION AND RELEASE

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

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

MFI shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether Class, individual or otherwise in nature, that Claimant ever had, now has, or hereafter can, shall, or may have on account of or arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, arising out of or resulting from: (i) any agreement or understanding between or among two or more Defendants, (ii) Defendants' reduction or restraint of supply, Defendants' reduction of or restrictions on production capacity, or (iii) Defendants' pricing, selling, discounting, marketing, or distributing of Shell Eggs in the United States or elsewhere. The claims released hereunder include but are not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, whether or not concealed or hidden, in the Complaints filed in the Action (the "Complaints"), which in whole or in part arise from or are related to the facts and/or actions described in the Complaints, including under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, fraud, RICO, civil conspiracy law, or similar laws, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq., from the beginning of time to December 31, 2008, (the "Released Claims"). Claimant shall not, after the date of this Agreement, seek to recover against MFI 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 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.

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

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

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

Released Claims do not include claims relating to payment disputes, physical harm, defective product, or bodily injury and do not include any Non-Settling Defendant or Other Settling Defendant.



SECTION V: MIDWEST, NFC, UEP/USEM, NUCAL, AND HILLANDALE SETTLEMENTS - SHELL EGG AND EGG PRODUCT PURCHASES

Complete this section only if you wish to partake in and receive a monetary benefit from:

- **The Midwest, NFC and UEP/USEM Settlements for any and all Shell Egg and/or Egg Product purchases made directly from any Defendant or other Producer in the United States from January 1, 2000 through July 30, 2014; and/or**
- **The NuCal Settlement for any and all Shell Egg and/or Egg Product purchases made directly from a Defendant or other Producer in the United States from January 1, 2000 through October 3, 2014.**
- **Hillandale Settlements for any and all Shell Egg and/or Egg Product purchases made directly from a Defendant or other Producer in the United States from January 1, 2000 through December 19, 2014.**

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 or Defendant Cal-Maine, you need not submit a new Claim Form to share in the NFC, Midwest, UEP/USEM, NuCal or Hillandale Settlements for those same purchases. In addition, you do not need to repeat any total purchases provided in the Michael Foods Section (Section III, above).

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

Additional Special Directions:

- Please identify by name the Producer or Defendant for which you are reporting purchase information.
- If reporting purchases in 2014, **the purchases must be identified in three parts:** (a) from January 1, 2014 through July 30, 2014, (b) from July 31, 2014 through October 3, 2014, and (c) October 4, 2014 through December 19, 2014.
- Example:

PRODUCER / DEFENDANT:	PERIOD*	SHELL EGG QUANTITY	EGG PRODUCT QUANTITY	TOTAL COST
NuCal	01/01/2013-12/31/2013		8,400 dozen	\$-----
NuCal	01/01/2014-07/30/2014	8,400 dozen		\$-----
NuCal	07/31/2014-10/03/2014	9,600 dozen		\$-----
NuCal	10/04/2014-12/19/2014	2,400 dozen	1,200 dozen	\$-----

- Please copy the table on the next page if additional space is needed. If providing through separate records or spreadsheets, please indicate with a cover page.



PRODUCER / DEFENDANT:	PERIOD (EACH YEAR MUST BE LISTED SEPARATELY)*	SHELL EGG QUANTITY	EGG PRODUCT QUANTITY	TOTAL COST

* FOR 2014, PLEASE SEPARATELY INDICATE PURCHASES AS JANUARY 1, 2014-JULY 30, 2014; JULY 31, 2014-OCTOBER 3, 2014; AND OCTOBER 4, 2014-DECEMBER 19, 2014.

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

Attach copies of a minimum of two invoices and/or other supporting documents used to calculate purchase costs

QUESTIONS? VISIT WWW.EGGPRODUCTSSETTLEMENT.COM OR CALL TOLL-FREE 1 (866) 881-8306



SECTION VI: CERTIFICATION

I hereby certify under penalty of perjury that:

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

I declare under penalty of perjury under the laws of the United States of America that the information provided in this Claim Form is true and correct.

_____ Date

_____ Signature

_____ Title or Position (if applicable)

_____ Print Name

REMINDER CHECKLIST:

- Please confirm all required information is provided including Claimant Information and purchase information. If any section is incomplete or blank, your claim may be denied.
 - Contact Information is provided.
 - Substitute W-9 Form must be complete.
 - Sections III and V are complete (if necessary).
 - All claims must include a minimum of two supporting documents as Proof of Purchase for each Producer / Defendant claimed.
 - Certification must be signed.
- Keep a copy of your Claim Form and supporting documents for your reference.
- The receipt of a Claim Form is not automatically confirmed by the Claims Administrator. If you wish to have confirmation that your submission was received you may choose to mail your Claim Form by U.S. Postal Service Certified Mail, return receipt requested.
- If your address changes after submitting your Claim Form, advise the Claims Administrator of your new address in writing.
- If you need additional information you may contact the Claims Administrator toll free at 1-866-881-8306. Additional information and copies of Court documents are available on the Settlement website, www.EggProductsSettlement.com.
- **All Claim Forms must be postmarked** by, or pre-paid delivery service to be hand-delivered by, **October 9, 2017**, and mailed to:

In re Processed Egg Products Antitrust Litigation
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P.O. Box 9476
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