

If you purchased any Chicken product in the United States from January 1, 2009, through December 31, 2020, you may be eligible to receive money from class action Settlements totaling \$181 million.

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

- Settlements have been reached in a class action antitrust lawsuit filed on behalf of End-User Consumer Plaintiffs with Defendants: Fieldale Farms Corporation (“Fieldale”); George’s Inc. and George’s Farms, Inc. (“George’s”); Mar-Jac Poultry, Inc., Mar-Jac Poultry MS, LLC, Mar-Jac Poultry AL, LLC, Mar-Jac AL/MS, Inc., Mar-Jac Poultry, LLC and Mar-Jac Holdings, Inc. (“Mar-Jac”); Peco Foods, Inc. (“Peco”); Pilgrim’s Pride Corporation (“Pilgrim’s”); and Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Breeders, Inc., and Tyson Poultry, Inc. (“Tyson”) (collectively, “Settling Defendants”). These Settlements only apply to the Settling Defendants and do not dismiss claims against other Defendants in the case entitled *In re: Broiler Chicken Antitrust Litigation (End-User Consumer Action)*, Case No. 1:16-cv-08637 (N.D. Ill.).
- If approved by the Court, the Settlements will resolve Plaintiffs’ claims that the Settling Defendants conspired to stabilize the price and supply of chicken from January 1, 2009 through July 31, 2019, and for Pilgrim’s from January 1, 2009 to December 31, 2020, in violation of federal and state laws. Settling Defendants have not admitted any liability and continue to deny the legal claims alleged in this lawsuit. If approved, the Settlements will avoid litigation costs and risks to End-User Consumer Plaintiffs and Settling Defendants, and will release Settling Defendants from liability to members of the Settlement Class.
- The Settlements require the Settling Defendants to pay a combined \$181,000,000. In addition to this monetary payment, Settling Defendants have agreed to provide specified cooperation (as set forth in the Settlement Agreements) in the End-User Consumer Plaintiffs’ continued prosecution of the litigation.
- The Court has not decided whether Settling Defendants did anything wrong, and the Settling Defendants deny any wrongdoing.
- This notice also informs you how to make a claim to receive money from the Settlements.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM	This is the only way to be eligible to receive a payment from the Settlements.
ASK TO BE EXCLUDED	You must submit a valid request for exclusion to remove yourself from the Settlements and receive no payment from the Settlements. This is the only option that allows you ever to be part of any <i>other</i> lawsuit against Settling Defendants concerning the Released Claims (as defined in the Settlement Agreements). Requests for Exclusion must be postmarked or received by November 10, 2021.
OBJECT	You may write to the Court about why you don’t like the Settlements with the Settling Defendants. Objections must be postmarked or received by November 10, 2021.
ATTEND THE FAIRNESS HEARING	You may request to speak in Court about the fairness of the Settlements.
DO NOTHING	If you do nothing, you will remain a member of the Settlement Class and will not get a payment from the Settlements. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by End-User Consumer Plaintiffs.

What This Notice Contains

What This Notice Contains	2
BASIC INFORMATION.....	3
1. What is this lawsuit about?.....	3
2. What is a class action and who is involved?.....	3
3. Why are there Settlements?	3
WHO IS IN THE SETTLEMENT CLASS?.....	3
4. Am I part of the Settlement Class?	3
5. I'm still not sure if I'm included.....	4
THE BENEFITS OF THE SETTLEMENT AGREEMENTS WITH SETTLING DEFENDANTS	4
6. What do the Settlements provide?	4
7. What are the Settlement benefits being used for?.....	4
8. What am I giving up by staying in the Settlement Class?	4
9. What happens if I do nothing at all?	5
HOW YOU GET A PAYMENT.....	5
10. How can I file a Claim to get a payment from the Settlements?	5
11. When will I get payment from the Settlements?.....	5
EXCLUDING YOURSELF FROM THE SETTLEMENTS.....	6
12. How do I exclude myself from the Settlements with Settling Defendants?	6
13. If I don't exclude myself, can I sue Settling Defendants for the same thing later?	6
OBJECTING TO THE SETTLEMENTS	6
14. How do I tell the Court that I don't like the Settlements?	6
15. What is the difference between excluding myself and objecting?.....	7
THE LAWYERS REPRESENTING YOU	7
16. Do I have a lawyer in this case?	7
17. How will the lawyers be paid?.....	7
THE COURT'S FAIRNESS HEARING.....	7
18. When and where will the Court decide whether to approve the Settlements?.....	7
19. Do I have to come to the hearing?	7
20. May I speak at the hearing?	8
GETTING MORE INFORMATION	8
21. How do I get more information about the Settlements?	8

BASIC INFORMATION

1. What is this lawsuit about?

This class action is called *In re: Broiler Chicken Antitrust Litigation (End-User Consumer Action)*, Case No. 1:16-cv-08637 (N.D. Ill.) and is pending in the United States District Court for the Northern District of Illinois. U.S. District Court Judge Thomas M. Durkin is in charge of this class action.

End-User Consumer Plaintiffs allege that Defendants and their co-conspirators conspired to restrict the supply of, and fix, raise, and stabilize the price of chicken, as of January 1, 2009, in violation of federal and state consumer and antitrust laws.

The Defendants and co-conspirators are chicken processors in the United States. In this notice, “Settling Defendants” refers to Fieldale, George’s, Mar-Jac, Peco, Pilgrim’s, and Tyson. “Non-Settling Defendants” refers to Agri Stats, Inc.; Claxton Poultry Farms, Inc.; Foster Farms, LLC, and Foster Poultry Farms; Harrison Poultry, Inc. and House of Raeford Farms, Inc.; JCG Foods of Alabama, LLC, JCG Foods of Georgia, LLC, Koch Foods, Inc., and Koch Meats Co., Inc.; Mountaire Farms, Inc., Mountaire Farms, LLC, and Mountaire Farms of Delaware, Inc.; O.K. Foods, Inc., O.K. Farms, Inc., and O.K. Industries, Inc.; Perdue Farms, Inc. and Perdue Foods LLC; Sanderson Farms, Inc., Sanderson Farms, Inc. (Foods Division), Sanderson Farms, Inc. (Processing Division), and Sanderson Farms, Inc. (Production Division); Wayne Farms, LLC; and Simmons Foods, Inc. and Simmons Prepared Foods, Inc.

End-User Consumer Plaintiffs have reached Settlements with the Settling Defendants, but the End-User Consumers’ case is proceeding against the Non-Settling Defendants. Those other Non-Settling Defendants may be subject to separate settlements, judgments, or class certification orders. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Non-Settling Defendants.

Settling Defendants have not admitted any liability and continue to deny all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs’ claims if the case against it were to proceed.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people or businesses called “class representatives” sue on behalf of others who have similar claims, all of whom together are a “class.” Individual Settlement Class members do not have to file a lawsuit to participate in the class action settlement, or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

3. Why are there Settlements?

The Court did not decide in favor of End-User Consumer Plaintiffs or Settling Defendants. End-User Consumer Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. Settling Defendants believe the End-User Consumer Plaintiffs may not have succeeded at class certification or won at a trial and that End-User Consumer Plaintiffs would have recovered nothing against them. But litigation involves risks to both sides, and therefore End-User Consumer Plaintiffs and Settling Defendants have agreed to the Settlements. The Settlements require Settling Defendants to pay money, as well as provide specified cooperation (as set forth in the Settlement Agreements) in the End-User Consumer Plaintiffs’ continued prosecution of the litigation. End-User Consumer Plaintiffs and their attorneys believe the Settlements are in the best interests of all Settlement Class members.

WHO IS IN THE SETTLEMENT CLASS?

4. Am I part of the Settlement Class?

The Court decided that, for settlement purposes, members of the Settlement Class are defined as:

All persons and entities who indirectly purchased fresh or frozen raw chicken (defined as whole birds (with or without giblets), whole cut-up birds purchased within a package, or “white meat” parts including breasts and wings (or cuts containing a combination of these), but excluding chicken

that is marketed as halal, kosher, free range, or organic) from Defendants or alleged co-conspirators for personal consumption, where the person or entity purchased in California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island (after July 15, 2013), South Carolina, South Dakota, Tennessee, Utah, and Wisconsin from January 1, 2009 (except for Rhode Island, which is from July 15, 2013), to July 31, 2019.

The Pilgrim's Settlement covers claims for the period of January 1, 2009 to December 31, 2020. You are eligible to recover money if you purchased whole chicken, chicken breasts, or wings while a resident of one of the following states: California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, and Wisconsin. These states allow for standing of End-User Consumers, the class alleged here.

While these Settlements are only with Settling Defendants, the Settlement Class includes persons who purchased chicken products from *any* of the Non-Settling Defendants or their alleged co-conspirators. If you are a member of the Settlement Class and do not exclude yourself, you may be eligible to participate in (or exclude yourself from) any additional settlements which may arise with any other Non-Settling Defendants in the case.

5. I'm still not sure if I'm included.

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreements, available for download at www.overchargedforchicken.com.

THE BENEFITS OF THE SETTLEMENT AGREEMENTS WITH SETTLING DEFENDANTS

6. What do the Settlements provide?

If the Settlements are approved, Tyson will pay \$99,000,000, Pilgrim's will pay \$75,500,000, George's will pay \$1,900,000, Peco will pay \$1,900,000, Fieldale will pay \$1,700,000, and Mar-Jac will pay \$1,000,000. These Settlements would resolve all Settlement Class members' claims against the Settling Defendants for the Released Claims (as defined in the Settlement Agreements). In addition to this monetary benefit, Settling Defendants have also agreed to provide specified cooperation (as set forth in the Settlement Agreements) in the End-User Consumer Plaintiffs' continued prosecution of the litigation.

7. What are the Settlement benefits being used for?

No money will be distributed yet. Co-Lead Counsel will continue to pursue the lawsuit against the Non-Settling Defendants. A portion of the Settlement Proceeds has been and will be used by the Claims Administrator for notice and administration costs. Additionally, Co-Lead Counsel may request that the Court award attorneys' fees and permit the reimbursement of certain litigation costs and expenses. If such request is made at this time, it will be filed at least fourteen days before the objection deadline and posted on the website www.overchargedforchicken.com at that time. Co-Lead Counsel will not seek more than 33.3% of the Settlement Fund or \$60,273,000 as attorneys' fees, or \$8.75 million as the total amount of costs. Co-Lead Counsel will request service awards of up to \$2,000 on behalf of each Class Representative. All Settlement funds that remain after payment of the Court-ordered attorneys' fees, costs, and litigation expenses will be distributed to Settlement Class members on a pro rata basis at the conclusion of the lawsuit or as ordered by the Court.

8. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself from one or more of the Settlements, you are staying in the Settlement Class, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants and their affiliates that pertains to the Released Claims (as defined in the Settlement Agreements). It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreements, available at www.overchargedforchicken.com.

In addition, some of the Defendants in this litigation have entered into a judgment-sharing agreement. As set forth in the applicable Settlement Agreements, the Pilgrim's, Mar-Jac, and Tyson Settlements, consistent with that judgment-sharing agreement, require End-User Consumer Plaintiffs to remove a certain amount of damages from the calculation of a damages award resulting from any verdict and Final Judgment the End-User Consumer Plaintiffs may obtain against any other Defendant who is a signatory to Defendants' judgment-sharing agreement. Under certain circumstances, this could require End-User Consumer Plaintiffs to offset against any final verdict or judgment an amount between 21.5% and 22.47% for Pilgrim's, 0.2% and 1.45% for Mar-Jac, and 26.15% and 33.3% for Tyson. These percentages are intended to reflect Pilgrim's, Mar-Jac's, and Tyson's respective proportionate sale of chicken. The exact amount by which any final verdict or judgment would be reduced would be determined after trial and is subject to multiple variables that are not presently known. Thus, any Defendant against whom End-User Consumer Plaintiffs obtain a verdict and judgment would not be jointly and severally liable for Pilgrim's, Mar-Jac's, or Tyson's share of damages removed pursuant to the judgment-sharing agreement resulting from sales to the End-User Consumer Plaintiff class. The Fieldale, George's, and Peco Defendants are not signatories to the judgment-sharing agreement.

You are not releasing your claims against any Defendants other than Settling Defendants by staying in the Settlement Class.

9. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and will not get a payment from the Settlements. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by End-User Consumer Plaintiffs.

HOW YOU GET A PAYMENT

10. How can I file a Claim to get a payment from the Settlements?

To be eligible to receive a payment from any of the Settlements, you must complete and submit a timely Claim Form by December 31, 2022. If additional settlements are reached, this deadline may be extended. Any extensions will be posted on the website, www.overchargedforchicken.com. If you submit a timely claim, you will automatically participate in any funds received in future settlements unless you opt out of those future settlements. Submit your claim form online at www.overchargedforchicken.com by December 31, 2022. Or fill out the Claim Form and mail it to the address below, postmarked no later than December 31, 2022:

Broiler Chicken Consumer Litigation
c/o A.B. Data, Ltd.
P.O. Box 173045
Milwaukee, WI 53217

If you do not submit a valid Claim Form by the deadline, you will not receive a payment from any of the Settlements, but you will be bound by the Court's judgment in these actions.

11. When will I get payment from the Settlements?

Payments from the Settlements will not be distributed until the Court grants final approval of the Settlements and any objections or appeals are resolved. It is uncertain whether and when any appeals will be resolved. In addition, Co-Lead Counsel may request to delay distribution of Settlement funds if future settlements with additional defendants are reached. Settlement updates will be provided on the Settlement website at www.overchargedforchicken.com or may be obtained by contacting the Claims Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

12. How do I exclude myself from the Settlements with Settling Defendants?

If you do not want the benefits offered by the Settlements with the Settling Defendants and you do not want to be legally bound by the terms of the Settlements, or if you wish to pursue your own separate lawsuit against Settling Defendants, you must exclude yourself by submitting a written request to the Claims Administrator stating your intent to exclude yourself from the Settlement Class (an “Exclusion Request”). You should state from which of the Settlements you want to exclude yourself.

Your Exclusion Request must include the following: (a) your name and address; (b) a statement that you want to be excluded from the Settlement Class in *In re: Broiler Chicken Antitrust Litigation (End-User Consumer Action)*; (c) the Settlements from which you want to be excluded; and (d) your signature. You must mail your Exclusion Request, postmarked or received by November 10, 2021, to: Broiler Chicken Consumer Litigation, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217.

13. If I don’t exclude myself, can I sue Settling Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Settling Defendants for the claims that the Settlements resolve. If you have a pending lawsuit against Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from this Settlement Class to continue your own lawsuit against Settling Defendants.

By staying in the Class, you are not releasing your claims in this case against any Defendant other than Settling Defendants.

OBJECTING TO THE SETTLEMENTS

14. How do I tell the Court that I don’t like the Settlements?

If you are a member of the Settlement Class and have not excluded yourself from the Settlements, you can object to the Settlements if you don’t like part or all of them. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlements with Settling Defendants in *In re: Broiler Chicken Antitrust Litigation (End-User Consumer Action)*, state which of the Settlements you are objecting to, and the reasons why you object to the Settlements. Be sure to include your full name, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to the Claims Administrator and Co-Lead Counsel at the addresses listed below. Your objection must be postmarked no later than November 10, 2021.

Claims Administrator:

Broiler Chicken Consumer Litigation
ATTN: OBJECTIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

End-User Consumer Plaintiffs’

Co-Lead Counsel:

Shana E. Scarlett
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 202
Berkeley, CA 94710

Brent W. Johnson
COHEN MILSTEIN SELLERS & TOLL, PLLC
1100 New York Ave. NW
Fifth Floor
Washington, DC 20005

15. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the Settlements. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. If you exclude yourself, you have no standing to object because the Settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed Hagens Berman Sobol Shapiro LLP and Cohen Milstein Sellers & Toll, PLLC as Co-Lead Counsel for the Settlement Class. If you wish to remain a member of the Settlement Class, you do not need to hire your own lawyer because Co-Lead Counsel is working on your behalf. If you wish to pursue your own case separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You will need to hire your own lawyer if you wish to pursue your own lawsuit against Settling Defendants.

17. How will the lawyers be paid?

At the fairness hearing, or at a later date, Co-Lead Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 33.3% of the Settlement Funds (up to \$60,273,000), and may ask to be reimbursed for up to \$8.75 million in current and ongoing litigation expenses, and up to \$2,000 in service awards for each of the plaintiffs serving as class representatives. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to administer the Settlements, will come out of the Settlement Fund. Co-Lead Counsel may seek additional attorneys' fees, costs, and litigation expenses from any other settlements or recoveries obtained in the future. When Co-Lead Counsel's motion for fees, costs, and litigation expenses is filed, a copy will be available at www.overchargedforchicken.com. The motion will be posted on the website at least 14 days before the deadline for objecting, commenting on, or excluding yourself from the Settlements. You will have an opportunity to comment on this request.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlements?

The Court will hold a hearing to decide whether to approve the Settlements (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on December 20, 2021, at 9:00 a.m., at the United States District Court for the Northern District of Illinois, Courtroom 1441, 219 South Dearborn Street, Chicago, IL 60604. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Question 20, but you don't have to. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlements. We do not know how long these decisions will take. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the Settlement website regarding any changes to the hearing date or conduct of the Fairness Hearing.

19. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *In re: Broiler Chicken Antitrust Litigation (End-User Consumer Action)*.” Be sure to include your name, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than November 10, 2021, and it must be sent to the Clerk of the Court, Co-Lead Counsel, and counsel for Settling Defendants. The address for the Clerk of the Court is: 219 South Dearborn Street, Courtroom 1441, Chicago, IL 60604. The addresses for Co-Lead Counsel are provided in Question 14. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

GETTING MORE INFORMATION

21. How do I get more information about the Settlements?

This notice summarizes the proposed Settlements. More details are in the Settlement Agreements. You can find copies of the Settlement Agreements, other important documents, and information about the current status of the litigation by visiting www.overchargedforchicken.com. You may contact the Claims Administrator at info@overchargedforchicken.com or toll-free at 1-877-888-5428.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.