

EXHIBIT J

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE BROILER CHICKEN ANTITRUST
LITIGATION

No. 1:16-cv-08637

This Document Relates To:

Honorable Thomas M. Durkin
Magistrate Judge Jeffrey T. Gilbert

COMMERCIAL AND INSTITUTIONAL
INDIRECT PURCHASER PLAINTIFF
ACTION

**SETTLEMENT AGREEMENT AND STIPULATION BETWEEN COMMERCIAL AND
INSTITUTIONAL INDIRECT PURCHASER PLAINTIFFS AND NORMAN W. FRIES,
INC. D/B/A CLAXTON POULTRY FARMS**

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into as of the 5th day of December 2024 (“Execution Date”) by and between the Commercial and Institutional Indirect Purchaser Plaintiffs (“CIIPPs”),¹ through Co-Lead Counsel (as hereinafter defined) on behalf of the Certified Class (as hereinafter defined), and Defendant Norman W. Fries, Inc. d/b/a Claxton Poultry Farms (also referred to as “Settling Defendant” or “Claxton”) in the above-captioned action (the “Action”). CIIPPs, on behalf of the Certified Class, and Claxton are referred to herein collectively as the “Parties” or individually as a “Party.”

¹ As used herein, “CIIPPs” means Sargent’s Restaurant and Lounge; Fargo Stopping Center, LLC; Wildwood Tavern LLC; Bodega Brew Pub, Inc.; Sullo Corporation; Chicken Joe’s LLC; Eat This, Inc.; Alpine Special Treatment Center, Inc.; Tennis Bums, LLC; Alabama Joe’s 2, Inc.; Tani Sushi Bistro, LLC; France 44 Foods, Inc.; Alliance Healthcare System, Inc.; Little Figs, Inc.; Da Big Blue Enterprises Corp.; Floersch IGA, Inc.; Avanti’s of Phoenix, Inc.; Midtown Bar & Grill; Bashara and Company; Mookie’s Southern Cuisine LLC; Eowyn, LLC; Peppers Grill & Bar, Inc.; Daliano’s, Inc.; Sumner County Restaurant & Creamery LLC; Tic-Tac-O; Brix Tavern, LLC; Pancho’s Taqueria, Inc.; Legacy 5, LLC; Roost Fried Chicken LLC; Oregano Italian, LLC; Bordenaro’s Pizza, Inc.; Telavi Hospitality, Inc.; and FB Mall, LLC.

WHEREAS, CIPPs, on behalf of themselves and as representatives of the Certified Class of similarly situated persons or entities alleged in the Action, *inter alia*, that Claxton participated in a conspiracy with other Defendants and alleged non-Defendant co-conspirators in the Action from at least January 1, 2008 to the present to fix, raise, maintain, and stabilize the price of Broilers (as hereinafter defined);

WHEREAS, on June 30, 2023 the Court entered an Order granting Claxton's Motion for Summary Judgment as to the CIIPP Class claims against Claxton (ECF No. 6641) (hereinafter the "MSJ Order");

WHEREAS, Claxton has entered into a Second Amended Judgment Sharing Agreement with other Defendants, which Co-Lead Counsel have reviewed, and which is addressed in Section II(E) below.

WHEREAS, counsel for the Parties have engaged in arms-length negotiations on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the Settlement;

WHEREAS, Co-Lead Counsel have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of the CIIPP Class to enter into this Settlement Agreement with Claxton to avoid the uncertainties of further litigation, and to obtain the benefits described herein for the Certified Class (as hereinafter defined) including imposition of any costs on the Certified Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of CIPPs and the Certified Class;

WHEREAS, Claxton denies the CIPPs' claims in this Action, and, notwithstanding the MSJ Order dismissing all of CIPPs' claims against Claxton and Claxton's belief that it did nothing wrong or illegal, that it has legitimate defenses to any claims that have been, could have been, or

could be asserted by the CIIPP Class against it, and that it would prevail in any appeal, enters into this Settlement Agreement to avoid the costs, expenses, and uncertainties relating thereto;

WHEREAS, arm's-length settlement negotiations have taken place between Co-Lead Counsel and the Settling Defendant's Counsel, and the settlement was reached as a result of those negotiations;

WHEREAS, in the event this Settlement does not obtain Court approval, both Parties wish to preserve all appeals, arguments, defenses, and responses to all claims in the Action, including all arguments, defenses and responses to any appeal;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties, that the CIIPPs forgo appealing the MSJ Order against Claxton consistent with Paragraph II B. below and that all claims of the CIIPPs be settled, compromised, and dismissed on the merits with prejudice as to Claxton consistent with the MSJ Order.

I. DEFINITIONS

A. Certified Class Definition. "Certified Class," "CIIPP Class," or "Class" shall have the same definition and consist of the litigation classes—both the state damages classes and the nationwide injunctive relief class—certified by the Court's May 27, 2022, Order (ECF No. 5644).

The state damages class is defined as:

All entities that purchased Broilers indirectly from a Defendant or named co-conspirator in an Indirect Purchaser State for their own use in commercial food preparation from January 1, 2009, until July 31, 2019.

Excluded from the [Indirect] class are: Natural persons who purchased Broilers for their personal use and not for commercial food preparation; purchases of Broilers directly from Defendants; purchases of Broilers for resale in unaltered form; purchases or Broilers from an intermediary who has further processed the Broiler;

the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant; any federal, state governmental entities, any judicial officer presiding over this action and the members of her/her immediate family and judicial staff, any juror assigned to this action; and any co-conspirator identified in this action.

(ECF No. 5644 at 3-4 n.2, 55). The nationwide injunctive relief class consists of: “All entities that purchased Broilers indirectly from a Defendant or named co-conspirator in the United States for their own use in commercial food preparation from January 1, 2009, until July 31, 2019.” *See id.* The foregoing classes exclude all persons and entities that previously filed a valid exclusion from the litigation class as set forth in ECF No. 6566-5.

B. General Definitions. The terms below and elsewhere in this Settlement Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement

1. “Action” means the class action filed by CIIPPs in the above-captioned proceeding.

2. “Broilers” are chickens raised for meat consumption to be slaughtered before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or frozen, and whole or in parts, but excluding chicken that is grown, processed, and sold according to halal, kosher, free range, or organic standards. “Broilers” does not include dark meat chicken products, such as chicken thighs. The definition also does not include certain “further processed” products, which include any chicken meat that has been breaded, cooked, or “formed,” such as patties, or nuggets; or products made from mechanically separated meat such as chicken sausages; or products that are ground, sliced, diced, or cubed. Marinated, seasoned, frozen and portioned products, that are not otherwise further processed, are included within the definition of Broilers.

3. “Co-Lead Counsel” means, collectively, the law firms of Gustafson Gluek PLLC and Cotchett, Pitre & McCarthy, LLP, as appointed by the Court to represent the Certified Class of Commercial and Institutional Indirect Purchaser Plaintiffs.

4. “Court” or “District Court” means the United States District Court for the Northern District of Illinois and the Honorable Thomas M. Durkin or his successor, or any other court in which the Action is proceeding.

5. “Defendant” or “Defendants” means any or all of the Defendants named in the Commercial and Institutional Indirect Purchaser Plaintiffs’ Seventh Amended Consolidated Class Action Complaint in the Action, ECF Nos. 3929 (redacted) and 3931 (unredacted).

6. “Effective Date” means the first date upon which both of the following conditions shall have been satisfied: (A) Final Approval of this Settlement Agreement; and (B) either (i) no appeal or petition to seek permission to appeal the Court’s approval of the Settlement has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of Final Approval; or (ii) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (a) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Final Judgment is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

7. “Execution Date” means the date on which this Settlement Agreement is entered into and executed by all Parties.

8. “Indirect Purchaser State” means Arizona, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota,

Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

9. “Notice” means the notice in accordance with Section III(N).

10. “Parties” or “Settling Parties” means Settling Defendant and the Class, as represented by CIIPPs.

11. “Plaintiffs” means the Commercial and Institutional Indirect Purchaser Plaintiffs (“CIIPPs”), individually as identified above in footnote 1 and on behalf of the Certified Class.

12. “Settling Defendant” and “Claxton” mean Norman W. Fries, Inc. d/b/a Claxton Poultry Farms.

13. “Settling Defendants’ Counsel” means Winston & Strawn LLP, Vaughan & Murphy, and attorneys associated with those firms.

14. “Settlement Notice” means the notice to the Class, that is approved by the Court, in accordance with Section II(F)(2) below.

II. SETTLEMENT

A. The Parties’ Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court’s Preliminary Approval and Final Approval of the Settlement Agreement.

B. Mutual Waiver of Right to Appeal or Further Adjudication: Upon the Effective Date, neither the CIIPP Class nor Claxton will seek to further adjudicate at the district court, via appeal, or any other means, the orders of the Court in connection with the CIIPP Action as they pertain to the other Party, including but not limited to asking the Court to revise, modify, vacate,

or reconsider the MSJ Order. For the avoidance of doubt, this does not preclude Claxton from further adjudicating, via appeal or any other means, orders of the Court as part of its defense against any claims brought against Claxton by any other Plaintiff. The CIIPP Class further agrees that the MSJ Order is a final judgment on the merits with respect to the CIIPP Class claims against Claxton.

C. The CIIPP Class's Challenge to the MSJ Order as to Claxton. Upon filing of the motion seeking approval of this Settlement Agreement the CIIPP Class will advise the Court that they no longer intend to appeal the MSJ Order as to Claxton and are not asking the Court to revise, modify, vacate, or reconsider the MSJ Order as to Claxton pending approval of this Settlement Agreement. The CIIPP Class further agrees that it will not challenge the MSJ Order as to Claxton during the time period between the date of execution of this Settlement Agreement and the Effective Date (as defined herein). However, the CIIPP Class reserves the right to seek to challenge the MSJ Order as to Claxton and take necessary steps to preserve any such rights in the event this Settlement does not obtain Court approval. For the avoidance of doubt, the CIIPP Class's reservation of rights as described in this paragraph shall cease upon the Effective Date.

D. Settlement Consideration. In consideration for the waiver of appellate or adjudication rights set forth herein, the CIIPP Class and Claxton each agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees, or any other form of recovery in connection with the Action. Claxton does not waive any rights to seek any of its costs, fees, attorney's fees, or any other form of recovery in connection with the Action from any other Plaintiff in the Action. Similarly, in the event this Settlement is not approved, Claxton reserves all rights to seek to recover any costs and fees from the CIIPP Class, and the CIIPP Class reserves all rights to challenge and contest any effort by Claxton to seek to recover any costs against the

CIIPP Class.

E. Qualified Settlement. CIIPPs have been provided with a copy of the Second Amended Judgment Sharing Agreement entered into by certain Defendants dated February 25, 2020 (hereinafter referred to as “Defendants’ Agreement”). The defined terms in Defendants’ Agreement shall have the same meaning when used in this Settlement Agreement. In the event the CIIPPs and the Certified Class (a) prevail in any appeal of the existing rulings in the Action, and (b) thereafter obtain a Final Judgment that includes as a component any damages attributable to sales of Broilers by Claxton, the CIIPPs and the Certified Class agree that notwithstanding anything to the contrary contained in this Settlement Agreement, the CIIPPs and the Certified Class shall reduce the dollar amount collectable from any Party to the Defendants’ Agreement pursuant to any such Final Judgment the CIIPPs might obtain against any party to the Defendants’ Agreement by a percentage equal to the Sharing Percentage of Claxton, calculated pursuant to Section 4 and Exhibits A and B of Defendants’ Agreement (as illustrated by the Appendix to Defendants’ Agreement) as if Claxton had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. CIIPPs agree that this undertaking is also for the benefit of any Defendant that is a Party to the Defendants’ Agreement and that this undertaking may be enforced by any or all of such Defendants as third-party beneficiaries hereof. Any ambiguity in this Section or inconsistency between this Settlement Agreement and the Defendants’ Agreement shall be resolved in favor of Defendants’ Agreement, including, without limitation, Sections 6.D.1 and 6.D.2 thereof. CIIPPs shall use their best efforts to ensure that the Settlement Agreement constitutes a Qualified Settlement under Defendants’ Agreement and to effectuate the intent of the parties to the Defendants’ Agreement to treat the Settlement Agreement as a Qualified Settlement, including (as may be necessary) to make any amendments

to this Settlement Agreement to reflect the intent to treat the Settlement Agreement as a Qualified Settlement.

F. Approval of Settlement Agreement and Dismissal

1. **Motion for Preliminary Approval.** Plaintiffs shall submit to the District Court a motion, at such time deemed appropriate in the discretion of Co-Lead Counsel (but as soon as is reasonably practicable after the Execution Date), requesting entry of an order preliminarily approving this Settlement Agreement (“Preliminary Approval Order”). As soon as practicable in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, including but not limited to any draft notices to the Class, shall be provided by Co-Lead Counsel to Claxton for its review. To the extent that Claxton objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval. The proposed Preliminary Approval Order shall provide that, inter alia:

i. the settlement proposed in the Settlement Agreement has been negotiated at arm’s-length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class;

ii. after Settlement Notice has been carried out, a hearing on the settlement proposed in this Settlement Agreement shall be held by the Court to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court (the “Fairness Hearing”);

iii. Class Members who wish to object to this Agreement must submit an appropriate and timely written statement of the grounds for objection;

iv. Class Members who wish to appear in person to object to this Agreement may do so at the Fairness Hearing pursuant to directions by the Court; and

v. All proceedings in the above-captioned action with respect to Claxton and CIIPPs are stayed until further order of the Court, except as may be necessary to implement the settlement or comply with the terms thereof.

2. **Settlement Notice.** Settlement Notice shall provide for a right to object to the proposed settlement. The timing of a motion to direct or approve the Settlement Notice of this Settlement Agreement shall be in the discretion of Co-Lead Counsel and may be combined with Settlement Notice of other settlements in this Action. Claxton shall have no responsibility or liability relating to the administration or costs associated with such notice and the CIIPP class shall bear all costs to effectuate any such notice.

Notwithstanding the foregoing, any notice of this settlement shall include the following language:

On June 30, 2023 the Court granted the motion for summary judgment filed by defendant Claxton against the CIIPP Class. The CIIPP Class has agreed to not appeal the summary judgment order as to defendant Claxton in exchange for a waiver by Claxton of its right to seek recovery of any and all fees and costs against the CIIPP Class in conjunction with this Action. The Court approved this agreement on [DATE].

3. **Final Judgment.** If this Settlement Agreement is preliminarily approved by the Court, the Class, through Co-Lead Counsel and in accordance with any schedule set forth in the Court's Preliminary Approval, shall seek entry of an Order and Final Judgment. As soon as practicable in advance of submission to the Court, the papers in support of the motion for Final

Approval shall be provided by Co-Lead Counsel to Claxton for its review. To the extent that Claxton objects to any aspect of the motion, it shall communicate such objection to Co-Lead Counsel and the Parties shall meet and confer about any such objection and attempt to resolve that issue in good faith. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval. The motion for Final Approval shall seek an entry of an order and Final Judgment that, inter alia:

i. finally approves this Settlement 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 and conditions, without material modification of those terms and conditions;

ii. determines that the Settlement Notice constituted, under the circumstances, the most effective and practicable notice of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all persons or entities entitled to receive notice;

iii. dismisses all claims made by CIIPPs against Claxton in the Action, including in all class action complaints asserted by CIIPPs, with prejudice and without further costs or fees;

iv. confirms that Claxton has provided the appropriate notice pursuant to CAFA;

v. reserves to the Court continuing and exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of this Agreement; and

vi. determines under Federal Rule of Civil Procedure 54(b) that there

is no just reason for delay and directs that the judgment of dismissal as to the Parties shall be final and entered forthwith.

The Parties shall use all reasonable best efforts to obtain Final Approval of the Settlement Agreement without modification to any of its material terms and conditions.

III. MISCELLANEOUS

A. Governing Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of Illinois without regard to its choice-of-law or conflict-of-law principles.

B. Jurisdiction. This Settlement Agreement is subject to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. If for any reason this Settlement Agreement is rescinded, terminated, fails to obtain Final Approval or otherwise fails to become effective, then, in such event, neither this Settlement Agreement nor any conduct required by it shall constitute or be construed as any agreement to personal jurisdiction (general or specific) or subject matter jurisdiction so as to confer the jurisdiction of the District Court over the Released Parties, nor shall it constitute any waiver of any defenses based on personal or subject matter jurisdiction.

C. Class Action Fairness Act. Within ten (10) days of the filing of this Settlement Agreement in court in connection with the above-mentioned motion for Preliminary Approval, Claxton will provide to the appropriate state officials and the appropriate federal official the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”). Co-Lead Class Counsel shall provide such assistance as is reasonably necessary and information as

is reasonably available to comply with CAFA.

D. Authorization. Each of the undersigned attorneys represents that he or she is fully authorized to enter into and execute this Settlement Agreement, subject to Court approval; the undersigned Co-Lead Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Class; and the undersigned Settling Defendant's Counsel represent that they are authorized to execute the Settlement Agreement on behalf of Claxton.

It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any other purpose with respect to implementing or enforcing this Settlement Agreement,

E. No Admission. The Parties expressly agree that this Settlement Agreement and its contents, and any statements, negotiations, documents, and discussions associated with it, do not constitute an admission of liability by any Party.

F. No Party is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for purposes of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

G. Entire Agreement. This Settlement Agreement constitutes the entire, complete and integrated agreement between the Parties and supersedes any and all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions (either oral or written) between the Parties. The Parties agree that this Settlement Agreement may be modified only by a written instrument signed by the Parties and that no party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this

Settlement Agreement not in writing and signed by the Parties.

H. Modification. This Settlement Agreement may be modified or amended only by a writing executed by Co-Lead Counsel and Claxton or Settling Defendant's Counsel, or both. The waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement. This Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Settlement Agreement by means of specific performance or injunction, without the requirement of posting a bond or other security.

I. Execution in Counterparts. This Settlement Agreement may be executed in counterparts by Co- Lead Counsel and Settling Defendant's Counsel, each of which shall be deemed an original, but all of which together shall constitute a single Settlement Agreement. A facsimile, electronic or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

J. Represented by Counsel. Plaintiffs and Claxton each acknowledge that they have been represented by counsel and have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so and are not relying on any representation or warranty by the other party other than as set forth herein. The Parties and their respective counsel agree that they will not seek to set aside any part of the Settlement

Agreement on the grounds of mistake.

K. Privilege. Nothing in this Settlement Agreement or the negotiations or proceedings relating to it are intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the accountants' privilege, the attorney-client privilege, the joint defense privilege, the common interest privilege, and the attorney work product immunity.

L. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent counsel, and no Party has entered this Settlement Agreement as the result of any coercion or duress.

M. Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. However, Claxton and CIIPPs can inform other parties to this Action that they have reached a settlement agreement. Additionally, consistent with its obligations under the Defendants' Agreement, Claxton may provide a copy of this Settlement Agreement to parties to the Defendants' Agreement. The Parties further agree to disclose the Settlement Agreement for the purpose of disclosure and approval from the Court consistent with the terms of the Settlement Agreement.

N. Notice. Any notice, other than Settlement Notice, required pursuant to or in connection with this Settlement Agreement ("Notice") shall be in writing and shall be given by: (1) hand delivery; (2) registered or certified mail, return receipt requested, postage prepaid; or (3) UPS or similar overnight courier, with a courtesy copy by electronic mail, addressed, in the case of notice to any Plaintiff or Class Member, to Co-Lead Counsel at their addresses set forth below, and, in the case of notice to Claxton, to the Settling Defendants' Counsel at the addresses set forth

below, or such other addresses as Co-Lead Counsel or Settling Defendants' Counsel may designate, from time to time, by giving notice to all Parties in the manner described in this Section III(N).

For Commercial and Institutional Indirect Purchaser Plaintiffs:

Daniel C. Hedlund
GUSTAFSON GLUEK PLLC
120 South 6th Street, Suite 2600
Minneapolis, MN 55402
T: (612) 333-8844
dhedlund@gustafsongluek.com

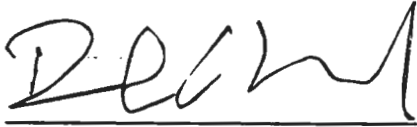
Adam J. Zapala
COTCHETT, PITRE & McCARTHY LLP
840 Malcolm Road, Suite 200
Burlingame, CA 94010
T: (650) 697-6000
azapala@cpmlegal.com

For Settling Norman W. Fries, Inc. d/b/a Claxton Poultry Farms:

James F. Herbison
Michael P. Mayer
WINSTON & STRAWN LLP
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600
jherbison@winston.com
mmayer@winston.com

Charles C. Murphy, Jr. (admitted pro hac vice)
VAUGHAN & MURPHY
690 S Ponce Ct NE
Atlanta, GA 30307
(404) 667-0714
cmurphy@vaughanandmurphy.com

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have agreed to this Settlement Agreement as of the Execution Date.



Dated: 12-5-24

Daniel E. Gustafson
Daniel C. Hedlund
Michelle J. Looby
Joshua J. Rissman
GUSTAFSON GLUEK PLLC
120 South 6th Street, Suite 2600
Minneapolis, MN 55402
T: (612) 333-8844
dgustafson@gustafsongluek.com
dhedlund@gustafsongluek.com
mlooby@gustafsongluek.com
jrissman@gustafsongluek.com



Dated: 12/6/24

Adam J. Zapala
COTCHETT, PITRE & McCARTHY, LLP
840 Malcolm Road, Suite 200
Burlingame, CA 94010
T: (650) 697-6000
azapala@cpmlegal.com

Lead Counsel for Commercial and Institutional Indirect Purchaser Plaintiffs



Dated: 12/9/24

James F. Herbison
Michael P. Mayer
WINSTON & STRAWN LLP
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600
jherbison@winston.com
mmayer@winston.com

Counsel for Defendant Norman W. Fries Inc. d/b/a Claxton Poultry Farms

