

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

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

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

The purpose of this notice is to inform you that Plaintiffs in the *In re Processed Egg Products Antitrust Litigation* reached settlements with Defendants Midwest Poultry Services, LP, National Food Corporation, United Egg Producers and United States Egg Marketers, together with their past and present parents, subsidiaries, and affiliates. If you fall within the definition of the "Settlement Class" as defined herein, you will be bound by the settlements unless you expressly exclude yourself in writing pursuant to the instructions below. This notice is also to inform you of the nature of the action and of your rights in connection with it.

This notice also informs you that the Settlement Class for the prior settlement agreement with Sparboe Farms, Inc. ("Sparboe Settlement") has been amended for a second time. The original Sparboe Settlement included direct purchases of Shell Eggs and Egg Products between January 1, 2000 and October 23, 2009, as described in the notice dated July 15, 2010. The first amendment to the Sparboe Settlement extended the Class Period to include direct purchases of Shell Eggs and Egg Products between October 24, 2009 through February 28, 2014 (the "First Sparboe Amendment"), as described in the notice dated February 28, 2014. The Sparboe Settlement now has been amended a second time to include direct purchases of Shell Eggs and Egg Products between March 1, 2014 and July 30, 2014 ("Second Sparboe Amendment"). If you become a member of the Sparboe Settlement Class solely because of this second extension of the Class Period (i.e., you purchased Shell Eggs or Egg Products between March 1, 2014 and July 30, 2014 but not before this period), you will be bound by the terms of that agreement unless you expressly exclude yourself in writing pursuant to the instructions below. If you were a member of the prior Sparboe Class, either under the original Sparboe Settlement class definition or the expanded definition in the First Sparboe Amendment, and took no action in response to the previous notice of the Sparboe Settlement dated July 15, 2010 or the notice of the First Sparboe Amendment dated February 28, 2014, you may not now exclude yourself and you remain bound by the Settlement.

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

This notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in this case. This notice is intended merely to advise you of the Settlements with Midwest Poultry Services, LP ("Midwest"), National Food Corporation ("NFC"), United Egg Producers ("UEP") and United States Egg Marketers ("USEM") (collectively, the "Midwest, NFC, and UEP/USEM Settlements") and of the Second Sparboe Amendment, and of your rights with respect to them, including, but not limited to, the right to remain a member of these Settlement Classes or to exclude yourself from them.

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

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE MIDWEST, NFC, AND UEP/USEM SETTLEMENTS:	
TAKE NO ACTION	You will receive the non-monetary benefits of the Midwest, NFC, and UEP/USEM Settlements and give up the right to sue Midwest, NFC, UEP and USEM with respect to the claims asserted in this case. You may be eligible to submit a claim at a later date to receive money from these Settlements.
EXCLUDE YOURSELF FROM THE MIDWEST, NFC, OR UEP/USEM SETTLEMENT CLASSES BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015	This is the only option that allows you to ever be a part of any other lawsuit against Midwest, NFC, UEP or USEM with respect to the claims asserted in this case. You will not become a member of the Settlement Classes. If you exclude yourself, you will be able to bring a separate lawsuit against Midwest, NFC, UEP or USEM with respect to the claims asserted in this case.
OBJECT TO THE MIDWEST, NFC, OR UEP/USEM SETTLEMENTS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015	You will remain a member of the Midwest, NFC, and UEP/USEM Settlement Classes, but you also have the right to comment on the terms of the Settlements.
GO TO THE FAIRNESS HEARING ON May 6, 2015 AFTER FILING A TIMELY OBJECTION TO THE MIDWEST, NFC, OR UEP/USEM SETTLEMENTS	If you file a timely objection, you may speak in court about the fairness of the Midwest, NFC, or UEP/USEM Settlements.

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SECOND SPARBOE AMENDMENT:

<p>TAKE NO ACTION</p>	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Second Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to March 1, 2014), you will receive the benefits of the Sparboe Settlement and give up the right to sue Sparboe.</p> <p>If you were a member of the original Sparboe Settlement Class (i.e., you purchased Shell Eggs or Egg Products on or before October 23, 2009) and took no action in response to the prior notice of that Settlement dated July 15, 2010, you remain bound by the Sparboe Settlement.</p> <p>If you were a member of the Sparboe Settlement Class solely because of the expanded Class Period under the First Sparboe Amendment (i.e., you purchased Shell Eggs or Egg Products between October 24, 2009 and February 28, 2014, but not before this period), and took no action in response to the prior notice of the First Sparboe Amendment dated February 28, 2014, you remain bound by the Sparboe Settlement.</p>
<p>EXCLUDE YOURSELF FROM THE EXTENDED SPARBOE SETTLEMENT CLASS BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015</p>	<p>If you become a member of the Sparboe Settlement Class solely because of the expanded Class Period under the Second Sparboe Amendment (i.e., you did not purchase Shell Eggs or Egg Products prior to March 1, 2014), this is the only option that allows you to ever be a part of any lawsuit against Sparboe with respect to the claims asserted in this case.</p> <p>If you purchased Shell Eggs or Egg Products on or before February 28, 2014, you may not now exclude yourself from the Sparboe Settlement Class.</p>
<p>OBJECT TO THE SECOND SPARBOE AMENDMENT BY FIRST-CLASS MAIL POSTMARKED BY, OR PRE-PAID DELIVERY SERVICE TO BE HAND-DELIVERED BY, March 6, 2015</p>	<p>You will remain a member of the expanded Sparboe Class, but you also have the right to comment on the terms of the Second Sparboe Amendment.</p>
<p>GO TO THE FAIRNESS HEARING ON May 6, 2015 AFTER FILING A TIMELY OBJECTION TO THE SECOND SPARBOE AMENDMENT</p>	<p>If you file a timely objection, you may speak in court about the fairness of the Second Sparboe Amendment.</p>

ABOUT THIS NOTICE & LITIGATION

1. Why did I receive this notice?

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

2. What is this lawsuit about?

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

In the fall and winter of 2008, lawsuits were filed in several federal courts generally alleging this conspiracy to depress egg supply. On December 2, 2008, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated proceedings before the Honorable Gene E. K. Pratter, United States District Judge in the United States District Court for the Eastern District of Pennsylvania. On January 30, 2009, Plaintiffs filed their first consolidated amended complaint alleging a wide-ranging conspiracy to fix egg prices that injured direct egg purchasers.¹ In December 2009, Plaintiffs filed their second consolidated amended complaint adding new allegations against the Defendants. On September 26, 2011, the Court dismissed claims against certain Defendants, but permitted Plaintiffs to proceed against all other Defendants. Plaintiffs filed their third consolidated amended class action complaint on January 4, 2013. On August 23, 2013, the Court dismissed claims under the third amended complaint for damages incurred by the Class prior to September 24, 2004. Claims for damages incurred after that date are proceeding.

To date, seven Defendants have settled with Plaintiffs in this matter, as described below:

The Sparboe Settlement. On June 8, 2009, Plaintiffs and Defendant Sparboe Farms Inc. (“Sparboe”) reached a settlement. A notice dated July 15, 2010 regarding the Sparboe Settlement was sent to potential Class Members in September 2010. The original Sparboe Settlement Agreement released all claims arising from this action between January 1, 2000 and June 8, 2009 in exchange for cooperation that substantially assisted Plaintiffs in prosecuting the claims in this Action. The Sparboe Agreement was finally approved by the Court on July 16, 2012. Since that time, Plaintiffs and Sparboe have amended the Sparboe Agreement twice. It was first amended to expand the Class Period from January 1, 2000 through October 23, 2009, to include claims arising from this action between October 24, 2009 and February 28, 2014 (“First Sparboe Amendment”). A notice dated February 28, 2014 regarding the First Sparboe Amendment was sent to potential Class Members in April 2014. The Court will hold a Fairness Hearing on September 18, 2014 to consider whether to approve the First Sparboe Amendment. The Sparboe Agreement was amended a second time to expand the Class Period from January 1, 2000 through February 28, 2014, to include claims arising from this action between March 1, 2014 and July 30, 2014 (“Second Sparboe Amendment”).

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

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

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

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

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

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

Plaintiffs represent both themselves (the named plaintiffs) and the entire Class of direct egg purchasers across the United States. Plaintiffs brought this lawsuit as a class action because they believe, among other things, that a class action is superior to filing individual cases and that the claims of each member of the Class present and share common questions

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

of law and fact. Plaintiffs claim that Defendants' actions violated the Sherman Antitrust Act, a federal statute that prohibits any agreement that unreasonably restrains competition. The alleged agreement was to reduce the overall supply of eggs in the United States from the year 2000 to the present. Plaintiffs allege that Defendants and unnamed co-conspirators controlled the egg supply through various methods that were all part of a wide-ranging conspiracy. These methods allegedly include, but are not limited to, agreements to limit or dispose of hen flocks, a pre-textual animal welfare program that was a cover to further reduce egg supply, agreements to export eggs in order to remove eggs from the domestic supply, and the unlawful coercion of producers and customers to ensure compliance with the conspiracy. Plaintiffs allege that by collectively agreeing to lower the supply of eggs, Defendants caused Shell Egg and Egg Product prices to be higher than they otherwise would have been. Midwest, NFC, UEP and USEM and the other Defendants deny all of Plaintiffs' allegations.

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

THE MIDWEST, NFC, AND UEP/USEM SETTLEMENTS

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

Midwest, NFC, and UEP/USEM entered into separate Settlement Agreements with Plaintiffs, but all three agreements include the same Class definition. For purposes of these Agreements, the Settlement Class is defined as follows:

All persons and entities that purchased Shell Eggs and Egg Products in the United States directly from any Producer, including any Defendant, during the Class Period from January 1, 2000 through July 30, 2014.

Excluded from the Settlement Class are:

- a. Midwest, NFC, and UEP/USEM, the Defendants that remain in the case, prior Settling Defendants (Moark Defendants, Sparboe and Cal-Maine), and their respective parents, subsidiaries and affiliates;
- b. Egg Producers, defined as any person or entity that owns, contracts for the use of, leases, or otherwise controls hens for the purpose of producing eggs for sale, and the parents, subsidiaries, and affiliated companies of such Producers;
- c. All government entities, as well as the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.
- d. Purchases of "specialty" Shell Eggs (certified organic, nutritionally enhanced, cage-free, free-range, and vegetarian-fed types), purchases of Egg Products produced from specialty Shell Eggs, and purchases of "hatching" Shell Eggs (used by poultry breeders to produce breeder stock or growing stock for laying hens or meat), and any person or entity that purchased exclusively specialty or hatching eggs.

Persons or entities that fall within the definition of the Settlement Class and do not exclude themselves will be bound by the terms of the Settlement Agreements.²

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

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

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

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

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

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

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

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

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

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

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

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

THE SECOND AMENDMENT TO THE SPARBOE SETTLEMENT CLASS PERIOD

7. Who is included in the Sparboe Settlement as Amended?

The original Sparboe Settlement executed on June 8, 2009 defined the Sparboe Settlement Class substantially the same as the Classes under the Midwest, NFC, and UEP/USEM Settlements, as described above, except that the original Sparboe Class Period included only those persons or entities that purchased Shell Eggs or Egg Products directly from

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

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

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

8. What does the Sparboe Settlement provide?

The Sparboe Settlement is between Plaintiffs and Defendant Sparboe only; it does not affect any of the remaining Non-Settling Defendants, against whom this case continues. Under the Sparboe Settlement, Plaintiffs released Sparboe from all claims arising from the facts in Plaintiffs' complaint. In exchange, Sparboe agreed to provide substantial and immediate cooperation with Plaintiffs, which the Court determined, in granting final approval to the Sparboe Settlement, conferred real and substantial benefits upon the Class. Plaintiffs included details obtained from Sparboe's cooperation and relating to the conspiracy in their second amended consolidated complaint filed in December 2009 and the third amended consolidated complaint filed in January 2013. The Sparboe Settlement is based entirely on cooperation; there is no financial compensation component to the Sparboe Settlement.

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

The Original Sparboe Settlement, the Class Notice of that Settlement, and the Order granting final approval of the Settlement are available on the Settlement website at www.eggproductssettlement.com.

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

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

If you were included in the Settlement Class as originally defined under the Sparboe Settlement, or as defined under the First Sparboe Amendment, and you did not exclude yourself, you are already bound by the terms of the Sparboe Agreement and have given up any claims you may have had against Sparboe relating to the claims made or which could have been made in this lawsuit as provided in the Settlement Agreement. You may not now exclude yourself.

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

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

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

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

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

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

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

11. How will the lawyers be paid?

These attorneys and their respective firms are referred to as Class Counsel. The Court will decide how much Class Counsel will be paid. Class Counsel, in compensation for their time and risk in prosecuting the litigation on a wholly contingent fee basis, intend to apply to the Court for an award, from the Midwest, NFC, and UEP/USEM Settlement Funds, of attorneys' fees in an amount not to exceed thirty percent of \$4 million, as well as the costs and expenses incurred (the "Fee Petition"), including fees and costs expended while providing notice to the Class.

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

Class Counsel will file their Fee Petition on or before January 15, 2015. The Fee Petition, which will identify the specific amount of fees and incentive awards requested and the expenses to be reimbursed, will be available on the Settlement website, www.eggproductssettlement.com, on that date. Any attorneys' fees, incentive awards and reimbursement of costs will be awarded only as approved by the Court in amounts it determines to be fair and reasonable.

If you are a Class Member and you wish to object to the Fee Petition, you may file with the Court an objection to the Petition in writing. In order for the Court to consider your objection, your objection must be sent according to the instructions provided under Question No. 13.c below.

FINAL FAIRNESS HEARING

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

The Court has scheduled a "Fairness Hearing" at 9:30 a.m. on May 6, 2015 at the following address:

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

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

YOUR LEGAL RIGHTS AND OPTIONS

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

- a. If you are a member of the Midwest, NFC, or UEP/USEM Settlement Classes and you wish to participate in the Settlements but you object to, or otherwise want to comment on, any term of the Settlements (including the Fee Petition), you may file with the Court an objection by following the instructions under Question 13.c below.
- b. If you are a member of the Sparboe Settlement Class as amended,³ and you wish to participate in the Sparboe Settlement or are already a participant under the prior Class definitions, but you object to the Second Sparboe Amendment, you may file with the Court an objection by following the instructions under Question 13.c below.
- c. In order for the Court to consider your objection to either the Midwest, NFC, or UEP/USEM Settlements or the Second Sparboe Amendment, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, March 6, 2015 to each of the following:

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

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

Counsel for Plaintiffs:

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

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

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

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

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

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

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

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

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

Your objection(s) must be in writing and must provide evidence of your membership in the Midwest, NFC, and UEP/USEM Settlements Classes and the Sparboe Settlement Class as amended. The written objection should state the precise reason or reasons for the objection(s), including any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection. You may file the objection(s) through an attorney. You are responsible for any costs incurred in objecting through an attorney.

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

14. How do I exclude myself from the Settlements?

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

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

If you were a member of the Sparboe Settlement Class because of the First Sparboe Amendment (that is, you purchased Shell Eggs or Egg Products directly from any Defendant between October 24, 2009 and February 28, 2014, but not before that period), you may not exclude yourself from the Sparboe Settlement Class as amended.

- c. Your request(s) for exclusion must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by, ⁴ March 6, 2015 to the following address:

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

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

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

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

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

15. What happens if I do nothing?

If you do nothing, you will remain a member of the Midwest, NFC, and UEP/USEM Settlement Classes and the Sparboe Settlement Class as amended. As a member of these Settlement Classes, you will be represented by the law firms listed above in Question No. 10, and you will not be charged a fee for the services of such counsel and any other Class Counsel. Rather, counsel will be paid, if at all, as allowed by the Court from some portion of whatever money they may ultimately recover for you and other members of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

FOR MORE INFORMATION

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

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

These documents are available on the Settlement website, www.eggproductsettlesment.com, which also contains answers to “Frequently Asked Questions,” as well as more information about the case. These documents and other more detailed information concerning the matters discussed in this notice may be obtained from the pleadings, orders, transcripts and other proceedings, and other documents filed in these actions, all of which may be inspected free of charge during regular business hours at the Office of the Clerk of the Court, located at the address set forth in Question No. 13. You may also obtain more information by calling the toll-free helpline at (866) 881-8306.

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

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

Dated: July 30, 2014

The Honorable Gene E. K. Pratter