

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
IN THE EASTERN DISTRICT OF PENNSYLVANIA

**IN RE: PROCESSED EGG PRODUCTS** :  
**ANTITRUST LITIGATION** :

**MDL No. 2002**  
**Case No: 08-md-02002**

**THIS DOCUMENT APPLIES TO** :  
**ALL DIRECT PURCHASER ACTIONS** :

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS  
AND SPARBOE FARMS, INC.**

This Second Amendment to the Settlement Agreement by and between Sparboe Farms, Inc. (“Sparboe Farms”) and Direct Purchaser Class Plaintiffs (“Plaintiffs”) executed on June 8, 2009 (and re-signed on June 22, 2009) (the “Sparboe Agreement”) is made and entered into this 16<sup>th</sup> day of June 2014.

WHEREAS, the Court granted final approval to the Sparboe Agreement on July 16, 2012 (Order Granting Final Approval of the Class Action Settlement Between Direct Purchaser Plaintiffs and Defendant Sparboe Farms, Inc. (ECF No. 698) (“Final Approval Order”));

WHEREAS, the United States District Court for the Eastern District of Pennsylvania retains jurisdiction over the implementation, enforcement, and performance of the Sparboe Agreement (Final Approval Order, at 4 ¶ 9);

WHEREAS, paragraph 31 of the Sparboe Agreement provides that if any subsequent settlement agreement between Plaintiffs and any Non-Settling Defendant provides for a more expansive class definition or Class Period compared to the Sparboe Agreement, Plaintiffs shall use best efforts to modify the class definition and Class Period to conform to the expanded definition or period;

WHEREAS, paragraph 34 of the Sparboe Agreement provides that the Agreement may be amended only by a writing executed by Plaintiffs and Sparboe Farms, and approved by the Court;

WHEREAS, the Class Period under paragraph 11 of the Sparboe Agreement was defined as January 1, 2000 through October 23, 2009 (Final Approval Order, at 2 n.1);

WHEREAS, on August 29, 2013, Plaintiffs and Sparboe Farms executed an Amendment to Settlement Agreement Between Plaintiffs and Sparboe Farms, Inc., to modify the Class Period in the Sparboe Agreement so as to be consistent with the longer class period contained in the Settlement Agreement entered into on August 2, 2013 between Plaintiffs and Defendant Cal-Maine Foods, Inc., which Amendment was submitted for Court approval on September 3, 2013 (Direct Purchaser Plaintiffs' Motion for (1) Preliminary Approval of Amendment to the Sparboe Settlement Agreement, and (2) Approval of Notice Plan for the Proposed Cal-Maine Settlement Agreement & Proposed Sparboe Amendment (ECF No. 853));

WHEREAS, the Court issued an Order on February 28, 2014 preliminarily approving the Amendment to the Sparboe Agreement and directing that notice of the proposed amendment be provided to the Settlement Class (Order dated Feb. 28, 2014 ¶¶ 12-16 (ECF No. 908));

WHEREAS, Plaintiffs subsequently have entered into three additional settlement agreements: (1) the March 28, 2014 settlement between Plaintiffs and Defendant National Food Corporation ("NFC Settlement Agreement"); (2) the March 31, 2014 settlement between Plaintiffs and Defendant Midwest Poultry Services, LP ("Midwest Poultry Settlement Agreement"); and (3) the May 21, 2014 settlement between Plaintiffs and Defendants United Egg Producers and United States Egg Marketers ("UEP/USEM Settlement Agreement"), all of which provide for a Class Period of greater duration—from January 1, 2000 through the date on

which the Court enters an order preliminarily approving these agreements and certifies corresponding Classes for Settlement purposes.

NOW, THEREFORE, it is agreed by and among the undersigned as follows:

1. Paragraph 11 of the Sparboe Agreement is amended to provide for the following Class Period: “January 1, 2000 through the date on which the Court enters an order preliminarily approving the settlement agreements with National Food Corporation, the settlement agreement with Midwest Poultry Services, LP, and the settlement agreement with United Egg Producers and United States Egg Marketers, and certifies a corresponding Class for Settlement purposes as to National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers only. If the Court enters separate preliminary approval and settlement-class certification orders as to any of these three settlements, the date of the last such order shall be deemed the last day of the Class Period.”

2. Class Counsel shall move the Court to approve this Second Amendment to the Sparboe Agreement at or around the time it files its Motion for Approval of the Plan and Form of Class Notice for the Settlement Agreements with National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers.

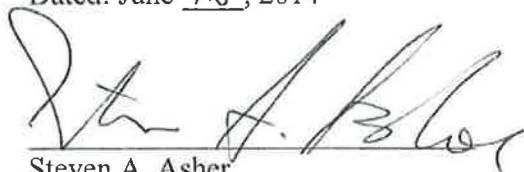
3. Class Counsel shall disseminate notice of this Second Amendment in connection with the Class Notice of the Settlement Agreements with National Food Corporation, Midwest Poultry Services, LP, and United Egg Producers and United States Egg Marketers. Sparboe shall not be obligated to pay or reimburse any party for any costs or fees, including notice costs.

4. Aside from the amendment of the settlement class period in Paragraph 11, all other provisions of the Sparboe Agreement shall remain unchanged and binding on the Plaintiffs.

5. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Second Amendment, subject to Court approval.

6. This Second Amendment may be executed in counterparts by Plaintiffs and Sparboe Farms, and an electronically-scanned (in either .pdf or .tiff format) or facsimile signature will be considered as an original signature for purposes of execution of this Amendment.

Dated: June 16, 2014



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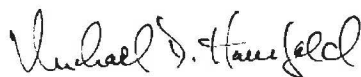
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(On Behalf of the Direct Purchaser Class Plaintiffs)

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(On Behalf of the Direct Purchaser Class Plaintiffs)

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(On Behalf of the Direct Purchaser Class Plaintiffs)

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