

**UNITED STATES DISTRICT COURT
DISTRICT COURT OF MINNESOTA**

IN RE PORK ANTITRUST LITIGATION

Civil No. 0:18-1776 (JRT/HB)

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF ACTION

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT BETWEEN
DIRECT PURCHASER PLAINTIFFS AND
DEFENDANT JBS**

This Court, having reviewed the Motion for Preliminary Approval of the Class Action Settlement Between Direct Purchaser Plaintiffs and JBS (“Motion”), its accompanying memorandum and the exhibits thereto, the Settlement Agreement,¹ and the file, **HEREBY ORDERS AND ADJUDGES:**

Preliminary Approval of Settlement Agreement and Certification of Settlement Class

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreement. Upon review of the record, the Court finds that the proposed Settlement Agreement, which was arrived at by arm’s length negotiations by highly experienced counsel with the assistance of an experienced and nationally renowned mediator, falls within the range of possible approval and is hereby preliminarily approved, subject to further consideration at the Court’s Fairness Hearing. The Court finds that the Settlement Agreement is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class, raises no obvious reasons to doubt its fairness, and raises a reasonable basis for presuming that the Settlement Agreement and its terms satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that notice of the Settlement should be given to the Settlement Class.

2. This Court certifies a Settlement Class defined as:

All persons who purchased Pork directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2009 until the date of this order granting Preliminary Approval of the Settlement Agreement. Specifically excluded from the Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in

¹ Unless otherwise noted, all capitalized terms shall have the same meaning as in the Settlement Agreement between Direct Purchaser Plaintiffs and JBS (also referred to herein as “Settlement”).

which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

3. The Court appoints the law firms of Lockridge Grindal Nauen P.L.L.P., and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel for the Settlement Class.

Approval of the Notice Plan

4. The Court hereby directs notice to be distributed to the Settlement Class members pursuant to Federal Rule of Civil Procedure (“Rule”) 23(c)(2).

5. The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach potential members of the Settlement Class who could not be individually identified.

6. The attached proposed notice documents: Long Form Notice (Exhibit A), Email Notice (Exhibit B), and Summary Publication Notice (Exhibit C), and their manner of transmission, comply with Rule 23(c)(2)(B) and due process because the notices and forms are reasonably calculated to adequately apprise Settlement Class of (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a Settlement Class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding

effect of a class judgment on members of the class under Rule 23(c)(3). Non-substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

7. So that the proposed notice plan may be carried out, each Defendant in this Action is directed to provide a customer list to the Settlement Administrator, including any reasonably available names, email addresses, and mailing addresses, pursuant to the schedule below.

Schedule for Class Notice and the Fairness Hearing

8. The Court hereby sets the below schedule for the dissemination of notice to potential members of the Settlement Class, for members of the Settlement Class to object to or exclude themselves from the Settlement Agreement, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Settlement Class members. 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.

DATE	EVENT
February 26, 2021	Each Defendant to provide a customer list to the Settlement Administrator including any reasonably available names, email addresses, and mailing addresses
March 29, 2021	Settlement Administrator to provide direct mail and email notice, and commence implementation of the

DATE	EVENT
	publication notice plan
May 28, 2021	Last day for Settlement Class members to request exclusion from the Settlement Class; for Settlement Class members to object to the Settlement; and for Settlement Class members to file notices to appear at the Final Fairness Hearing
June 4, 2021	Co-Lead Counsel to provide JBS with a list of all persons and entities who have timely and adequately requested exclusion from the Settlement Class
July 12, 2021	Co-Lead Counsel shall file a motion for final approval of the Settlement and all supporting papers, and Co-Lead Counsel and JBS may respond to any objections to the proposed Settlement
July 26, 2021 at 11:00 a.m.	Final Fairness Hearing

IT IS SO ORDERED.

DATED: January 12, 2021
at Minneapolis, Minnesota

s/John R. Tunheim
JOHN R. TUNHEIM
Chief Judge
United States District Court

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

If you purchased any Pork product directly from a Pork producer for use or delivery in the United States from January 1, 2009 through [Date], a class action settlement may affect your rights.

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

- A Settlement Agreement (or “Settlement”) has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants JBS USA Food Company, JBS USA Food Company Holdings, Swift Pork Company, and related or affiliated entities (“JBS” or “Settling Defendant”). This Settlement only applies to JBS and does not dismiss claims against other Defendants in the case entitled *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776.
- If approved by the Court, the Settlement will resolve a lawsuit over whether JBS combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow JBS and other Pork producers to charge supra-competitive prices for Pork products during the Settlement Class Period, in violation of federal law. If approved, the Settlement will avoid litigation costs and risks to Direct Purchaser Plaintiffs and JBS, and will release JBS from liability to members of the Settlement Class.
- The Settlement requires JBS to pay \$24,500,000. In addition to this monetary payment, JBS has agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.
- The Court has not decided whether JBS did anything wrong, and JBS denies any wrongdoing.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
ASK TO BE EXCLUDED	This is the only option that allows you ever to be part of any <i>other</i> lawsuit against JBS concerning the Released Claims (as defined in the Settlement Agreement). Requests for Exclusion must be postmarked or received by [DATE].
OBJECT	Write to the Court about why you don’t like the Settlement. Objections must be postmarked or received by [DATE].
ATTEND THE FAIRNESS HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will remain part of the Settlement, and you may participate in any monetary distribution to qualified purchasers. The Settlement will resolve your claims against JBS and you will give up your rights to sue JBS about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.

- Your options are explained in this notice. To ask to be excluded, you must act before [MONTH DAY], 2021.
- **Questions? Read on and visit www.PorkAntitrustLitigation.com or call toll-free 1-866-797-0864.**

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BASIC INFORMATION

1. Why did I receive a notice?

Defendants, including JBS, produce Pork products. Defendants' records show that you may have purchased Pork products directly from one or more of the Defendants for use and delivery in the United States between January 1, 2009 and [Date]. The list of Defendants is in Section 2 below. The Court authorized this notice because you have a right to know about the Settlement of certain claims against JBS in this class action lawsuit and about your options before the Court decides whether to approve the Settlement between JBS and Direct Purchaser Plaintiffs. If the Court approves it, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this lawsuit about?

This class action is called *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776 and is pending in the United States District Court for the District of Minnesota. U.S. District Court Judge John R. Tunheim is in charge of this class action.

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Pork products, beginning at least as early as January 1, 2009, with the intent and expected result of increasing prices of Pork products in the United States, in violation of federal antitrust laws.

The Defendants and co-conspirators named in Direct Purchaser Plaintiffs' Third Consolidated Amended Complaint are producers of Pork products in the United States, as well as Agri Stats, Inc. For the purpose of the Settlement, "Defendants" refers to JBS USA Food Company, JBS USA Food Company Holdings, Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation and Hormel Foods, LLC, Indiana Packers Corporation, Mitsubishi Corporation (Americas), Seaboard Foods LLC, Seaboard Corporation, Smithfield Foods, Inc., Triumph Foods, LLC, Tyson Foods, Inc. Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc., and Agri Stats, Inc.

Direct Purchaser Plaintiffs have reached the Settlement with one Defendant, JBS, but the Direct Purchasers' case is proceeding against other Defendants. Those other 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 Defendants.

JBS has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs' claims if the case against it were to proceed.

3. 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 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.

4. Why is there a Settlement?

The Court did not decide in favor of Direct Purchaser Plaintiffs or JBS. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. JBS believes the Direct Purchaser Plaintiffs may not have succeeded at class certification or won at a trial. But litigation involves risks to both sides, and therefore Direct Purchaser Plaintiffs and JBS have agreed to the Settlement. The Settlement requires JBS to pay money, as well as provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation. Direct Purchaser Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

5. What if I received previous communications regarding this lawsuit?

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a plaintiff in an individual (or “direct action”) lawsuit against Defendants. These communications were not approved by the Court and did not come from Court-appointed Co-Lead Counsel. You should carefully review this notice and your rights as a potential member of the Settlement Class before deciding whether to opt out or stay in the Settlement Class. If you have questions about this litigation and your rights as a potential member of the Settlement Class, please contact Co-Lead Counsel whose contact information is listed in question 15 below.

WHO IS IN THE CLASS?

6. Am I part of the Class?

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

All persons who purchased Pork directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2009 until [Date of Preliminary Approval].

If you satisfy these criteria, then you are a member of the Settlement Class, subject to the exception listed in Section 7 below.

While this Settlement is only with JBS, the Settlement Class includes persons who purchased Pork products (as defined in the Settlement Agreement) from *any* of the Defendants or their 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 Defendants in the case.

7. Are there exceptions to being included?

Yes. Specifically excluded from the Settlement Class are 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. Also excluded from the Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

If you are in one of these categories, you are not a member of the Settlement Class and not eligible to participate in the Settlement.

8. 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 Agreement, available for download at www.PorkAntitrustLitigation.com. You may also call the Settlement Administrator at 1-866-797-0864 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in question 15 below.

THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH JBS

9. What does the Settlement with JBS provide?

If the Settlement is approved, JBS will pay \$24,500,000 to resolve all Settlement Class members’ claims against JBS for the Released Claims (as defined in the Settlement Agreement). In addition to this monetary benefit, JBS has also agreed provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.

10. What are the Settlement benefits being used for?

A portion of the Settlement proceeds are being used for the administration of the notice of the Settlement to potential members of the Settlement Class by the Settlement Administrator. The remainder of the Settlement proceeds will remain

Questions? Call the Settlement Administrator toll-free at 1-866-797-0864 or visit www.PorkAntitrustLitigation.com.

available for any future notice, distribution to members of the Settlement Class, or attorneys' fees, litigation expenses, and incentive awards to Direct Purchaser Plaintiffs and their counsel. At this time, Direct Purchaser Plaintiffs and their counsel are not seeking any attorneys' fees, non-administration expenses, or incentive awards from the Settlement proceeds. However, they may do so in the future, subject to additional notice to you and approval by the Court.

Co-Lead Counsel do not intend to distribute any proceeds from the Settlement to qualifying members of the Settlement Class at this time, but instead intend to combine any distribution of the Settlement proceeds with proceeds from future settlements or other recoveries in the litigation. You will be provided further notice of any such future settlements or recoveries.

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

Unless you exclude yourself, you are staying in the Settlement Class, which means that you can't sue, continue to sue, or be part of any other lawsuit against JBS that pertains to the Released Claims (as defined in the Settlement Agreement). 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 Agreement, available at www.PorkAntitrustLitigation.com.

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

12. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class, and participate in this Settlement. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by Direct Purchaser Plaintiffs.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement with JBS?

If you do not want the benefits offered by the Settlement and you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against JBS, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class (an "Exclusion Request"). Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Pork products, and address; (b) a statement that you want to be excluded from the Settlement Class in *In re Pork Antitrust Litigation*; and (c) your signature. You must mail or email your Exclusion Request, postmarked or received by [DATE], to: Pork Antitrust Litigation, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217; or info@porkantitrustlitigation.com.

14. If I don't exclude myself, can I sue JBS for the same thing later?

No. Unless you exclude yourself, you give up the right to sue JBS for the same claims that the Settlement resolves. If you have a pending lawsuit against JBS, 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 JBS.

By staying in the lawsuit you are not releasing your claims in this case against any Defendant other than JBS.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

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

To object, you must send a letter or other written statement saying that you object to the Settlement with JBS in *In re Pork Antitrust Litigation* and the reasons why you object to the Settlement. Be sure to include your full name, the name

of your business which purchased Pork, 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 Settlement Administrator, Interim Co-Lead Counsel, and counsel for JBS at the addresses listed below. Your objection must be postmarked no later than [DATE].

Settlement Administrator:

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

**Direct Purchaser Plaintiffs’
 Co-Lead Counsel:**

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 Brian D. Clark
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16. What is the difference between excluding myself and objecting?

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

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel for the Settlement Class. Their contact information is provided above in question 15.

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 JBS.

18. How will the lawyers be paid?

At this time, Co-Lead Counsel are not asking the Court to award any attorneys’ fees from the Settlement with JBS at this time. In the future, Co-Lead Counsel may ask the Court to award attorneys’ fees and reimbursement of reasonable and necessary litigation expenses from the Settlement or any other settlement or other recovery in this litigation. At such time, and prior to any Court approval, members of the Settlement Class will be provided with notice of the amount of fees or expenses sought by Co-Lead Counsel and the opportunity to be heard by the Court. You will not have to pay any fees or costs out-of-pocket.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement (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 ___ a.m./p.m. on [DATE], at the United States District Court for the District of Minnesota, Courtroom 15, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. 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 Settlement. 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.

20. 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.

21. 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 Pork Antitrust Litigation*." Be sure to include your name, including the name of your business which purchased Pork, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [DATE], and it must be sent to the Clerk of the Court, Co-Lead Counsel, and counsel for JBS. The address for the Clerk of the Court is: 300 South Fourth Street, Courtroom 15, Minneapolis, MN 55415. The addresses for Co-Lead Counsel and counsel for JBS are provided in Question 15. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

GETTING MORE INFORMATION

22. How do I get more information about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting www.PorkAntitrustLitigation.com. You may contact the Settlement Administrator at info@PorkAntitrustLitigation.com or toll-free at 1-866-797-0864. You may also contact Co-Lead Counsel at the addresses, phone numbers, and email addresses provided in Question 15

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT B

From: noreply@porkantitrustlitigation.com <noreply@porkantitrustlitigation.com>
Sent: XXXXXXXXXXXX
To: XXXXXXXXXXXX
Subject: Notice of Class Action Settlement

COURT-APPROVED LEGAL NOTICE

If you purchased any Pork product directly from a Pork producer for use or delivery in the United States from January 1, 2009 through [Date], a class action settlement may affect your rights.

*Para una notificación en español, llame gratis al 1-866-797-0864
o visite nuestro website www.PorkAntitrustLitigation.com.*

A settlement has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants JBS USA Food Company, JBS USA Food Company Holdings, Swift Pork Company, and related or affiliated entities (“JBS” or “Settling Defendant”). This Court-ordered notice may affect your rights. Please review and follow the instructions carefully.

The United States District Court for the District of Minnesota authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the Settlement.

WHO IS INCLUDED?

For settlement purposes, members of the Settlement Class are defined as all persons who purchased any Pork products directly from any of the Defendants or any coconspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2009 until [Date of Preliminary Approval]. Specifically excluded from the Settlement Class are 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. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. In addition to JBS, the Defendants in this lawsuit for purposes of the Settlement Agreement include Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation and Hormel Foods, LLC, Indiana Packers Corporation, Mitsubishi Corporation

(Americas), Seaboard Foods LLC, Seaboard Corporation, Smithfield Foods, Inc., Triumph Foods, LLC, Tyson Foods, Inc. Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc., and Agri Stats, Inc.

If you are not sure you are included, you can get more information, including a detailed notice, at www.PorkAntitrustLitigation.com or by calling toll-free 1-866-797-0864.

WHAT IS THIS LAWSUIT ABOUT?

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Pork, beginning at least as early as January 1, 2009, with the intent and expected result of increasing prices of Pork in the United States, in violation of federal antitrust laws. JBS denies it did anything wrong. The Court did not decide which side was right, but both sides agreed to the Settlement Agreement to resolve the case and get benefits to the Class. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against other Defendants who may be subject to separate settlements, judgments, or class certification orders.

WHAT DOES THE SETTLEMENT PROVIDE?

Under the terms of the Settlement Agreement, JBS will pay \$24,500,000 to resolve all Settlement Class claims against it in this litigation against JBS. In addition to this monetary benefit, JBS has also agreed to provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation. Class Counsel are not seeking to recover attorneys' fees and do not plan for distribution of settlement proceeds to the Class Members at this time, but may do so at a future date subject to further notice.

WHAT ARE YOUR RIGHTS AND OPTIONS?

You do not need to take any action to remain a member of the Settlement Class and be bound by the Settlement Agreement. As a Settlement Class member, you may be able to participate in (or exclude yourself from) any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case. If you don't want to be legally bound by the Settlement Agreement, you must exclude yourself by [DATE], or you won't be able to sue or continue to sue JBS for the Released Claims (as defined in the Settlement Agreement). If you exclude yourself, you can't get money from the Settlement. If you don't exclude yourself from the Settlement Class, you may still object to the Settlement Agreement by [DATE]. The detailed notice explains how to exclude yourself or object. Details may also be found on the FAQs page of the settlement website. The Court will hold a hearing in this case (In re Pork Antitrust Litigation, Case No. 0:18-cv-01776) on [DATE] at [Time] to consider whether to approve the Settlement Agreement. You may ask to speak at the hearing, but you don't have to.

This notice is only a summary. You can find more details about the Settlement at

www.PorkAntitrustLitigation.com or by calling toll-free 1-866-797-0864. Please do not contact the Court.

[Unsubscribe](#)

EXHIBIT C

COURT-APPROVED LEGAL NOTICE

If you purchased any Pork product directly from a Pork producer for use or delivery in the United States from January 1, 2009 through [Date], a class action settlement may affect your rights.

*Para una notificación en español, llame gratis al 1-866-797-0864
o visite nuestro website www.PorkAntitrustLitigation.com.*

A settlement has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants JBS USA Food Company, JBS USA Food Company Holdings, Swift Pork Company, and related or affiliated entities (“JBS” or “Settling Defendant”). This Court-ordered notice may affect your rights. Please review and follow the instructions carefully.

The United States District Court for the District of Minnesota authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the Settlement.

WHO IS INCLUDED?

For settlement purposes, members of the Settlement Class are defined as all persons who purchased any Pork products directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2009 until [Date of Preliminary Approval]. Specifically excluded from the Settlement Class are 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. Also excluded from this Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. In addition to JBS, the Defendants in this lawsuit for purposes of the Settlement Agreement include Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation and Hormel Foods, LLC, Indiana Packers Corporation, Mitsubishi Corporation (Americas), Seaboard Foods LLC, Seaboard Corporation, Smithfield Foods, Inc., Triumph Foods, LLC, Tyson Foods, Inc. Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc., and Agri Stats, Inc.

If you are not sure you are included, you can get more information, including a detailed notice, at www.PorkAntitrustLitigation.com or by calling toll-free 1-866-797-0864.

WHAT IS THIS LAWSUIT ABOUT?

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Pork, beginning at least as early as January 1, 2009, with the intent and expected result of increasing prices of Pork in the United States, in violation of federal antitrust laws. JBS denies it did anything wrong. The Court did not decide which side was right, but both sides agreed to the Settlement Agreement to resolve the case and get benefits to the Class. The case is still proceeding on behalf of the Direct Purchaser Plaintiffs against other Defendants who may be subject to separate settlements, judgments, or class certification orders.

WHAT DOES THE SETTLEMENT PROVIDE?

Under the terms of the Settlement Agreement, JBS will pay \$24,500,000 to resolve all Settlement Class claims against it in this litigation against JBS. In addition to this monetary benefit, JBS has also agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation. Class Counsel are not seeking to recover attorneys’ fees and do not plan for distribution of settlement proceeds to the Class Members at this time, but may do so at a future date subject to further notice.

WHAT ARE YOUR RIGHTS AND OPTIONS?

You do not need to take any action to remain a member of the Settlement Class and be bound by the Settlement Agreement. As a Settlement Class member, you may be able to participate in (or exclude yourself from) any future settlement or judgment obtained by Direct Purchaser Plaintiffs against other Defendants in the case. If you don’t want to be legally bound by the Settlement Agreement, you must exclude yourself by [DATE], or you won’t be able to sue or continue to sue JBS for the Released Claims (as defined in the Settlement Agreement). If you exclude yourself, you can’t get money from the Settlement. If you don’t exclude yourself from the Settlement Class, you may still object to the Settlement Agreement by [DATE]. The detailed notice explains how to exclude yourself or object. Details may also be found on the FAQs page of the settlement website. The Court will hold a hearing in this case (*In re Pork Antitrust Litigation*, Case No. 0:18-cv-01776) on [DATE] at [Time] to consider whether to approve the Settlement Agreement. You may ask to speak at the hearing, but you don’t have to.

This notice is only a summary. You can find more details about the Settlement at www.PorkAntitrustLitigation.com or by calling toll-free 1-866-797-0864. Please do not contact the Court.