

# Exhibit A

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**FRE 408**

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

*IN RE CATTLE AND BEEF ANTITRUST  
LITIGATION*

Case No. 0:22-md-03031-JRT-JFD

This Document Relates to:

IN RE DPP BEEF LITIGATION

**LONG-FORM SETTLEMENT AGREEMENT BETWEEN DIRECT  
PURCHASER CLASS PLAINTIFFS AND TYSON FOODS, INC. AND TYSON  
FRESH MEATS, INC.**

THIS Settlement Agreement (“Settlement Agreement”) is made and entered into as of the third day of April, 2026 (“Execution Date”) by and between the Direct Purchaser Plaintiffs (“DPPs”)<sup>1</sup>, through Class Counsel (as hereinafter defined) for the Settlement Class (as hereinafter defined), and Tyson Foods, Inc. and Tyson Fresh Meats, Inc. (collectively “Tyson”), and all of its predecessors; successors; assigns; and any and all past, present, and future parents, owners, divisions, departments, subsidiaries, affiliates, directors, officers, agents, and employees (collectively referred to “Tyson”) in the above-captioned action (the “Action”). The DPPs, on behalf of the Settlement Class, and Tyson are referred to herein collectively as the “Parties” or individually as a “Party.”

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<sup>1</sup> As used herein, “DPPs” shall mean Gregg Szilagyi solely in his capacity as Chapter 7 trustee for the bankruptcy estate of Central Grocers, Inc. (“Central Grocers”), R&D Marketing, LLC (“R&D”), and Redner’s Markets, Inc. (“Redner’s”).

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WHEREAS, the DPPs on behalf of themselves and as representatives of the Settlement Class of similarly situated entities allege in the Action, among other things, that Tyson and other Defendants conspired to “constrain beef supplies in the United States, thereby artificially inflating domestic beef prices” since January 2015 (DPPs’ Third Consolidated Amended Class Action Complaint, ¶ 1) (“Complaint”);

WHEREAS, Class Representatives have contended that they and the Settlement Class are entitled to actual and treble damages because of violations of the laws as alleged in the Complaint arising from Settling Defendants’ conduct;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Tyson in any way arising out of or relating in any way to the direct purchase of Beef produced, processed or sold by Tyson or any of the Defendants or their alleged co-conspirators;

WHEREAS, this action has involved substantial discovery, including obtaining and analyzing million pages of documents and over 50 depositions, and the investigation and analysis of the facts and underlying events relating to the subject matter of their claims and the applicable legal principles;

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

WHEREAS, the DPPs have concluded, after investigation of the facts and after considering all relevant circumstances and the applicable law, that it is in the best interests of the DPPs to enter into this Settlement Agreement with Tyson given the uncertainties of

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further complex litigation, and to obtain the benefits described herein for the Settlement Class, and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the DPPs and the Settlement Class;

WHEREAS, Tyson denies all allegations of wrongdoing in the Action. However, despite its belief that it is not liable for, and has good defenses to, the claims alleged in the Action, Tyson desires to settle the Action, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of the Action or of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement;

WHEREAS, Settling Defendant's Counsel and Settlement Counsel, have had a full opportunity to examine the facts and circumstances surrounding their respective decisions to accept the terms of this Agreement and have not relied on any representations (or the lack thereof) made by any other Party concerning the facts and circumstances leading to this Agreement;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the Parties that the claims of the DPPs and the Settlement Class be settled and compromised and dismissed on the merits with prejudice as to Tyson, subject to Court approval.

1. **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.

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- a. “Action” means the class action filed by the DPPs in the above-captioned proceeding.
- b. “Beef” means boxed beef and case-ready beef (i.e., beef that has been cut into subprimals and packaged for resale) made from Fed Cattle in the United States that is sold fresh or frozen. With the exception of case-ready beef, “Beef” excludes other meat from Fed Cattle that is further processed at another plant (e.g., by grinding; adding other ingredients; or cooking or curing) and excludes drop byproducts (e.g., trim, fats, oils, hides, offal). The definition of “Beef” is limited to products derived from the loin, chuck, rib, and round primal cuts.
- c. “Class Counsel” means Gustafson Gluek PLLC; Cotchett, Pitre & McCarthy LLP; Hartley LLP; and Hausfeld LLP.
- d. “Complaint” means the DPPs’ Third Consolidated Amended Class Action Complaint in the Action, ECF No. 303.
- e. “Court” means the United States District Court for the District of Minnesota.
- f. “Defendants” means Cargill, Inc., Cargill Meat Solutions Corporation (a/k/a Cargill Protein), JBS S.A., JBS USA Food Company, Swift Beef Company, JBS Packerland, Inc., National Beef Packing Company, Tyson Foods, Inc., and Tyson Fresh Meats, Inc.
- g. “Defendants’ Agreement” means the Judgment Sharing Agreement dated June 28, 2023, entered into by certain Defendants, as set forth in Paragraph 37 below.

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- h. “Effective Date” means the date all parties signed the Settlement Agreement.
- i. “Escrow Account” means the escrow account with the escrow agent to receive and maintain funds contributed by Tyson for the benefit of the DPPs and the Settlement Class.
- j. “Escrow Agreement” means that certain agreement between the escrow agent that holds the Settlement Amount and the DPPs and the Settlement Class (by and through Class Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the DPPs and the Settlement Class, as set forth in Paragraphs 10 and 12 below.
- k. “Fee and Expense Award” means Class Counsel’s attorneys’ fees and expenses as awarded by the Court, as set forth in Paragraph 15 below.
- l. “Final Approval” means an order and judgment by the Court that finally approves this Settlement Agreement and the settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses Tyson with prejudice from the Action.
- m. “Final Judgment” means the satisfaction of both of the following conditions:
  - (a) final approval of the Settlement Agreement by the Court (“Final Approval”); and
  - (b) either (1) 30 days have passed from the date of Final Approval with no notice of appeal having been filed with the Court; or (2) Final Approval has been affirmed by a mandate issued by any reviewing court to which any appeal has been taken, and any further petition for review

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(including certiorari) has been denied, and the time for any further appeal or review of Final Approval has expired.

- n. “Released Claims” shall mean any and all claims, counterclaims, demands, actions, potential actions, suits, and causes of action, losses, obligations, damages, matters and issues of any kind or nature whatsoever, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys’ fees, whether class, individual, or otherwise, that the Releasing Parties, or any of them, ever had or now has directly, representatively, derivatively or in any other capacity against any of the Released Parties, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, accrued or unaccrued, matured or unmatured, disclosed or undisclosed, apparent or unapparent, liquidated or unliquidated, or claims that have been, could have been, or in the future might be asserted in law or equity, on account of or arising out of or resulting from or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date concerning the Released Parties’ sale of Beef or the conduct alleged in the Action including without limitation, claims based in whole or in part on the conduct, facts, occurrences, transactions, or other matters alleged in the Action, or otherwise the subject of the Action, whether arising under any antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, unjust enrichment, civil

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conspiracy law, fraud, RICO, or any other law, code, rule, or regulation of any country or jurisdiction worldwide, including under federal or state law, and regardless of the type or amount of damages claimed, from the beginning of time through the Effective Date.

- o. “Releasing Parties” means DPPs, the Settlement Class, and each and every Settlement Class member and their predecessors, successors, heirs, administrators, and assigns, as well as any party claiming by, for, or through the Releasing Parties, with such claiming parties to include any and all of the Releasing Parties’ past, present and future officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, accounts, plans, groups, parent companies, subsidiary companies, affiliated companies, divisions, affiliated partnerships, joint venturers, principals, partners, wards, heirs, assigns, beneficiaries, estates, next of kin, family members, relatives, personal representatives, administrators, agents, representatives of any kind, insurers, and all other persons, partnerships, or corporations with whom any of the foregoing have been, or are now or will be, affiliated, and the predecessors, successors, heirs, executors, administrators, and assigns of any of the foregoing, as well as anyone claiming by, for, or through the Releasing Parties.
- p. “Released Parties” means Tyson and any and all of its past, present, and future, direct and indirect, parent companies, subsidiary companies, affiliated companies, affiliated partnerships, and joint venturers, including all of their

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respective predecessors, successors and assigns, and each and all of their present, former, and future principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, beneficiaries, and representatives of any kind. Notwithstanding the foregoing, “Released Parties” does not include any Defendant other than Tyson named by DPPs in the Action, either explicitly or as a third party beneficiary.

- q. “Settlement Administrator” means the firm retained by DPPs (by and through Class Counsel) to disseminate the Class Notice and to administer the payment of Settlement Funds to the Certified Classes, subject to approval of the Court.
- r. “Settlement Amount” means Tyson’s payment of \$80,000,000 (Eighty million U.S. dollars), plus payment of settlement notice and administrative costs of \$2,500,000 (Two million Five Hundred Thousand U.S. dollars).
- s. “Settlement Class” shall be defined as: All persons and entities who directly purchased Beef for use or delivery in the United States, whether fresh or frozen, made from one of the following primals: chuck, loin, rib or round from Defendants, or their respective subsidiaries or affiliates, from January 1, 2015 to February 29, 2020. For this lawsuit, beef excludes any product that is marketed as organic, grass-fed, kosher, halal, certified humane, Wagyu, “American-Style Kobe Beef”, and any product that is cooked, ground, marinated, seasoned, flavored, or breaded. Excluded from the Class

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

- t. “Settlement Costs Amount” means the \$2,500,000 (Two million Five Hundred Thousand U.S. dollars) paid by Tyson for settlement notice and administrative costs of this Settlement.
- u. “Settlement Fund” means the treatment of the Settlement Amount as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B1.

2. **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.

3. **Mutual Litigation Standstill.** DPPs and the Settlement Class shall cease all litigation activities against Tyson and Tyson shall cease all litigation activities against DPPs and the Settlement Class unless and until the Court denies Preliminary Approval or Final Approval of the Final Settlement Agreement. Nothing herein will prohibit DPPs and the Settlement Class from litigating against any other Defendant in the Action, including through use of Tyson documents, testimony or other evidence. Similarly, nothing herein will prohibit Tyson from defending against the claims of any other Plaintiff, regardless of

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whether the DPPs or the Settlement Class are adversely affected, so long as Tyson includes a statement that it is not seeking relief as to the DPPs or the Settlement Class.

4. **Obligation to Provide Enumerated Discovery.** Tyson agrees to continue to provide information, witnesses, and other discovery to DPPs as limited by and set forth in the following restrictions, terms, and conditions:

- a. **Truthful testimony.** Nothing herein will require Tyson to provide anything but truthful testimony, whether by declaration, stipulation or a live witness.
- b. **Privileged Information.** Tyson will not be required to divulge information to DPPs that is protected by the attorney-client privilege, attorney work-product doctrine, common interest doctrine, joint defense privilege, and/or any other applicable privilege or protection.
- c. **Approval of the Settlement and Certification of the Settlement Class.** Tyson shall use its reasonable best efforts in connection with Plaintiffs' counsel's motions for approval of the settlement and any related documents necessary to effectuate and implement the terms and conditions of the Final Settlement Agreement, including stipulating to certification of the proposed settlement class.
- d. **Trial Witnesses.** Tyson agrees to make available to testify live at trial up to six witnesses of DPPs' choosing, who are under the control of Tyson, with the exclusion of the President, current CEO and other C-suite officers, and Board Members. Tyson shall make those witnesses available to DPPs for at least one full day of preparation prior to their testimony.

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- e. **Authentication and Admissibility of Documents.** At the request of Class Counsel, Tyson will provide declarations, certifications, or affidavits for use by DPPs and the Settlement Class at summary judgment and trial regarding the authentication of documents, including their certification as records of a regularly conducted activity pursuant to Fed. R. Evid. 803(6). If for some reason, the declarations, certifications, or affidavits are insufficient, Tyson will make available a records custodian to testify truthfully by deposition and/or at trial.
  - f. **Discovery.** Tyson shall contemporaneously provide to DPPs any discovery responses, documents, or information it provides to any other plaintiff in the Action.
  - g. **Experts.** Tyson has jointly retained experts with non-settling Defendants and may continue those engagements—including coordination and/or cost-sharing with non-settling Defendants—as necessary to defend Non-DPP Claims. Tyson will make explicit to any such joint experts that they are not offering testimony or opinions on behalf of Tyson against any of the DPPs.
5. **Motion for Preliminary Approval.** Class Counsel will make best efforts to move for preliminary approval no later than 10 days after the Effective Date. The DPPs will request a prompt hearing on the motion for preliminary approval, which Tyson will not oppose. No later than three (3) business days in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, in substantially final format, shall be provided by Class Counsel to Tyson. To the extent that Tyson objects to any aspect

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of the motion, it shall communicate such objection to Class Counsel, and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval, Final Approval and certification for settlement purposes of the Settlement Class.

6. **Settlement Class.** The definition of the class for settlement purposes shall be the Settlement Class as set forth in Paragraph 1(s) herein.

7. **Settlement Notice.** After Preliminary Approval, and subject to approval by the Court of the means for dissemination:

- a. Notice of this Settlement shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Class Counsel, to members of the Settlement Class, in conformance with a notice plan to be approved by the Court.
- b. Neither the Settlement Class, Class Counsel, nor Tyson shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the Settlement Agreement or administering the settlement ,other than Tyson's provision of the Settlement Amount. Such fees, costs, or expenses shall be paid solely from the Settlement Amount, subject to any necessary Court approval.
- c. Class Counsel shall use best efforts to send out notice to the Settlement Class as soon as practicable and in accord with any Notice Plan approved by the Court. DPPs and the Settlement Class will make reasonable efforts to notice

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multiple settlements with multiple Defendants in a single notice to the extent possible. DPPs and the Settlement Class agree not to provide notice of the settlement with Tyson until it is economically feasible to do so, as adjudged by Class Counsel and the Court. Data sufficient to conduct notice in the manner approved by the Court shall also be provided in electronic and/or searchable format by Tyson to DPPs' notice provider.

8. **Motion for Final Approval and Entry of Final Judgment.** If the Court grants Preliminary Approval, then the DPPs, through Class Counsel—in accordance with the schedule set forth in the Court's Preliminary Approval order—shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. No later than three (3) business days in advance of submission to the Court, the papers in support of the motion for Final Approval, in substantially final format, shall be provided by Class Counsel to Tyson for its review. The Parties shall take all reasonable steps to obtain Final Approval of this Settlement Agreement. To the extent that Tyson objects to any aspect of the motion, it shall communicate such objection to Class Counsel, and the Parties shall meet and confer to resolve any such objection. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing the implementation, performance, and consummation of the Settlement Agreement;
- b. Determining that the Settlement Notice constituted the best notice practicable

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under the circumstances of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;

- c. Dismissing the Action with prejudice as to Tyson;
- d. Discharging and releasing Released Parties from all Released Claims;
- e. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and
- f. Determining under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Tyson shall be final and appealable and entered forthwith.

9. **Final Settlement Agreement.** This Settlement Agreement shall become final only when (a) the Court has entered an order finally approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure; (b) the Court has entered Final Judgment dismissing the Action against Tyson on the merits with prejudice as to all members of the Settlement Class and without costs, and (c) the time for appeal or to seek permission to appeal from the Court's approval of this Settlement Agreement and entry of a Final Judgment as described in clause (b) above has expired or, if appealed, approval of this Settlement Agreement and the Final Judgment have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review or any such appeal is otherwise disposed of. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in

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determining if the conditions for final approval have been satisfied. On the Execution Date, the DPPs and Tyson shall be bound by the terms of this Settlement Agreement, and the Settlement Agreement shall not be rescinded except in accordance with Paragraphs 22 and 23 of this Settlement Agreement.

10. **Escrow Account.** The interest-bearing Escrow Account shall be administered by Class Counsel for the DPPs and Settlement Class under the Court's continuing supervision and control pursuant to the Escrow Agreement.

11. **Settlement Amount.** In consideration for the release of Released Claims and the dismissal of the Action, Tyson agrees to pay the Settlement Amount in settlement of the Action, inclusive of Settlement Class recovery amounts, fees (including attorneys' fees and any other fees), and costs, in full resolution of the Released Claims made by the DPPs and the Settlement Class in the Action. The payment described above shall constitute the total amount to be paid by Tyson in settlement of the Released Claims. DPPs and the Settlement Class acknowledge the prior receipt of such amounts in the Escrow Account.

12. **Qualified Settlement Fund.** The Parties agree to treat the Settlement Amount as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such

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regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.468B-1. Class Counsel shall timely and properly file all tax returns and other information necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Tyson shall not be responsible for the filing or payment of any taxes or expenses connected to the Settlement Fund.

13. **Distribution of Settlement Amount to Settlement Class.** The Settlement Amount will only be released for distribution upon final approval by the Court of the Settlement Agreement, and, only if there are no objections, expiration of any appeal period (“Final Approval”) or upon joint instruction from the Parties except that the Settlement Costs Amount may be released from escrow upon Preliminary Approval by the Court of the Settlement Agreement. Class Counsel may then withdraw any Settlement Costs Amount to pay for notice and administration costs. The Settlement Costs Amount shall not be refundable to Tyson in the event the Court does not grant final approval of the Settlement Agreement, Members of the Settlement Class shall be entitled to look solely to the Settlement Amount for settlement and satisfaction against the Released Parties for the Released Claims and shall not be entitled to any other payment or relief from the Released

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Parties. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Settlement Amount or any portion thereof. The DPPs, members of the Settlement Class, and their counsel will be reimbursed and indemnified solely out of the Settlement Amount for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice of the Settlement Agreement to potential members of the Settlement Class. Tyson and the other Released Parties shall not be liable for any costs, fees, or expenses of any of the DPPs' and Class Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Amount.

14. **Allocation of Settlement Amount.** The allocation of the Settlement Amount among the Settlement Class shall be subject to a plan of allocation to be proposed by Class Counsel and approved by the Court. Tyson will take no position with respect to such proposed plan of allocation or such plan as may be approved by the Court. Tyson also will have no involvement in the claims process.

15. **Fee Awards, Costs and Expenses, and Service Payments to the DPPs.** Class Counsel's attorneys' fees and expenses, as awarded by the Court, shall be paid from the Escrow Account, immediately upon the entry of the order by the Court awarding such amounts (the "Fee and Expense Award"), notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Class Counsel's joint and several obligation to repay those amounts to the Escrow Account, plus accrued interest at the same net rate as is earned by the Escrow Account, and subject to an appropriate undertaking, if and when, as a result of

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any appeal and further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed, or return of the Settlement Amount is required. In such event, Class Counsel shall, within ten (10) business days from the event which requires repayment of all or part of the Fee and Expense Award, refund to the Escrow Account the amount of any required repayment of the Fee and Expense Award paid to them, along with interest at the same rate as the Escrow Account.

16. **No Opt-Out Provision or Reduction.** There will be no reduction of the Settlement Amount relating to the decision by any member of the Class, whether prior to or after Settlement, to opt out of the Class.

17. **Release.** Upon the date of Final Approval and in consideration of the payment by Tyson of the Settlement Amount, the Releasing Parties shall be deemed to completely, finally and forever release, acquit, and discharge the Released Parties from the Released Claims. However, nothing herein shall release any individual claim for product liability, violation of the Uniform Commercial Code, personal or bodily injury, breach of warranty, breach of contract, or tort of any kind (other than a breach of contract, breach of warranty or tort based on any factual predicate in this Action). The Parties intend that the releases in this Settlement Agreement be interpreted and enforced broadly and to the fullest extent permitted by law.

18. **Further Release.** In addition to the provisions of Paragraph 17, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are released pursuant to the provisions of Paragraph 17, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 17, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

19. **Dismissal with Prejudice and Covenant Not to Sue.** The Parties agree to seek dismissal of Tyson with prejudice and without the right to attorneys' fees and costs as part of the settlement. The Releasing Parties hereby covenant and agree that they shall not, hereafter sue or otherwise seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the Released Claims.

20. **Defendants' Release.** Upon Final Approval, Tyson shall release DPPs, Settlement Class members, and Class Counsel from any claims relating to the institution,

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prosecution or settlement of the Action. Tyson retains all rights to pursue a claim for breach of the Settlement Agreement.

21. **No Admission.** Whether or not Final Judgment is entered or this Settlement Agreement is rescinded, the Parties expressly agree that this Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission of liability by any Party or Released Party.

22. **The DPPs' and Tyson's Option to Rescind.** If the Court does not approve this Settlement Agreement in all material respects, or if the Court does not grant Preliminary Approval of the Settlement Agreement, or if the Court does not enter Final Approval and Final Judgment as provided for in Paragraph 8 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 8 of this Settlement Agreement, then the DPPs and Tyson shall each, in their sole discretion, have the option to rescind this Settlement Agreement in its entirety within ten (10) business days of the event giving rise to such option. Alternatively, if the Court provides feedback such that its approval is conditioned on material modifications to the Settlement Agreement, Defendant and DPPs agree to discuss in good faith within thirty (30) days whether any adjustments to the Settlement Agreement are appropriate.

23. **Effect of Rescission.** If the DPPs or Tyson rescind this Settlement Agreement under Paragraph 22, then:

- a. This Settlement Agreement shall become null and void;

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- b. This Settlement Agreement, including its exhibits, and any and all negotiations, documents, information, and discussions associated with it, shall be without prejudice to the rights of Tyson or the DPPs, shall not be deemed or construed to be an admission or denial, or evidence or lack of evidence of any violation of any statute or law or of any liability or wrongdoing, or of the truth or falsity of any of the claims or allegations made in the Action, and shall not be used directly or indirectly, in any way, whether in the Action or in any other proceeding, unless such documents and/or information is otherwise obtainable by separate and independent discovery permissible under the Federal Rules of Civil Procedure;
- c. In the event of rescission or termination pursuant to Paragraph 23, and written notice and instruction from Tyson's counsel to Class Counsel then:
- (i) within fifteen (15) days of notice, the Settlement Amount (including accrued interest and less the Settlement Costs Amount (\$2,500,000) shall be refunded by the Escrow Agent to Tyson); and
  - (ii) the Parties shall be deemed to have reverted to their respective status in the Action as of the day before the Effective Date, and without waiver of any positions asserted in the Action as of the day before the Effective Date. The parties agree to work together cooperatively and in good faith to avoid any prejudice to either party as a result of the stay of proceedings. The Parties expressly reserve all of their rights if this Agreement is rescinded or does not otherwise become final.

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24. **Choice of Law and Dispute Resolution.** Any disputes relating to this Settlement Agreement shall be governed by Minnesota law without regard to conflicts of law provisions, and with the exception of any dispute regarding the provisions of Paragraph 16, any and all disputes regarding this Settlement Agreement will be discussed in good faith by the Parties prior to any Party seeking Court involvement.

25. **Mandatory and Exclusive Jurisdiction.** The Parties and any Releasing Parties hereby irrevocably agree to the 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. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraph 17, including but not limited to, any suit, action, or proceeding in which the provisions of Paragraph 17 are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Settlement Agreement. In the event that the provisions of Paragraph 17 are asserted by any Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action, or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties and any Releasing Parties irrevocably

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waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Agreement.

26. **Class Action Fairness Act.** Within ten (10) business days of filing of this Settlement Agreement in Court with the abovementioned motion for preliminary approval, Tyson, at its sole expense, shall submit all materials required to be served upon appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, shall arrange for such notices to be served, and shall confirm to Class Counsel that such notices have been served.

27. **Costs Relating to Administration.** The Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Amount.

28. **Binding Effect.** This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class, the Releasing Parties, and the Released Parties. Without limiting the generality of the foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant and agreement herein by the DPPs shall be binding upon all members and potential members of the Settlement Class and Releasing Parties who have not validly excluded themselves from the Settlement Class.

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29. **Sole Remedy.** This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Released Party, and upon entry of Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Released Party.

30. **Counsel's Express Authority.** Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.

31. **Notices.** All notices under this Settlement Agreement shall be in writing. Each such notice shall be given by: (a) email; and either (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) Federal Express or similar overnight courier.

If directed to the DPPs, the Settlement Class, or any member of the Settlement Class, notice shall be sent to:

Daniel E. Gustafson  
**GUSTAFSON GLUEK PLLC**  
Canadian Pacific Plaza  
120 So. Sixth Street, Suite 2600  
Minneapolis, MN 55402  
(612) 333-8844  
dgustafson@gustafsongluek.com

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

Jason S. Hartley  
**HARTLEY LLP**  
101 W. Broadway, Suite 820  
San Diego, CA 92101  
(619) 400-5822  
hartley@hartleyllp.com

Megan E. Jones  
**HAUSFELD LLP**  
580 California Street, 12<sup>th</sup> Floor  
San Francisco, CA 94104  
(415) 633-1908  
mjones@hausfeld.com

If directed to Tyson, notice shall be sent to:

Susan E. Foster  
**Perkins Coie LLC**  
1301 Second Avenue Suite 4200  
Seattle, WA 98101  
Telephone: (206) 359-8846  
SFoster@perkinscoie.com

John M. Tanski  
Vice President & Associate General Counsel  
Law Department, Global Litigation, People Law & Casualty Claims  
Tyson Foods, Inc.  
2200 W Don Tyson Pkwy Springdale, AR 72762  
john.tanski@tyson.com

Or such other address as the Parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this Paragraph.

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32. **No Third-Party Beneficiaries.** No provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Party, DPP, member of the Settlement Class, or Class Counsel.

33. **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 the purpose 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.

34. **Amendment and Waiver.** This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and 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 Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement. This Settlement Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Settlement Agreement. Any breach of this Settlement 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.

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35. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or electronic mail signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

36. **Integrated Agreement.** This Settlement Agreement comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior or contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties. In entering into this Settlement Agreement, the DPPs and Tyson have not relied upon any representation or promise made by the DPPs or Tyson that is not contained in this Settlement Agreement. 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.

37. **Joint and Several Liability.** The Parties agree that Tyson shall not have any responsibility for claims for damages except as set forth in the Settlement Agreement. The Parties agree that any claims for damages against other Defendants shall remain in the case although DPPs and the Settlement Class agree that this Settlement shall be deemed a Qualified Settlement pursuant to the Judgment Sharing Agreement dated June 28, 2023, entered into by certain Defendants (hereinafter referred to as “Defendants’ Agreement”).

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Class Counsel, DPPs and the Settlement Class have been provided a copy of the Defendants' Agreement. The defined terms in Defendants' Agreement shall have the same meaning when used in this Settlement Agreement. DPPs agree that notwithstanding anything to the contrary contained in this Settlement Agreement, DPPs shall reduce the dollar amount collectable from the Parties to the Defendants' Agreement pursuant to any Final Judgment by a percentage equal to the Sharing Percentage of Tyson, calculated pursuant to Section 4 and Exhibit A and B of Defendants' Agreement (as illustrated by the Appendix to Defendants' Agreement) as if Tyson had not settled, had been found liable on the claim, and was a Sharing Party with respect to the Final Judgment. DPPs 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 Paragraph or inconsistency between this Settlement Agreement and the Defendants' Agreement shall be resolved in favor of the Defendants' Agreement, including Sections 6.D.1 and 6.D.2 thereof. DPPs further represent and warrant that they have not reached any agreement to provide any portion of the settlement proceeds provided hereunder to any person or entity that is not explicitly identified as a Releasing Party in this Settlement Agreement, except for proceeds received by Class Counsel for payment of attorneys' fees. DPPs agree that they may not divulge any terms of Defendants' Agreement except as required by applicable law, statute, regulation, rule, or court order. Except as agreed upon herein, nothing in this Paragraph shall otherwise limit DPPs' ability to challenge Defendants' Agreement.

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38. **Voluntary Settlement.** The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached through extensive arm's-length negotiations, with the assistance of Eric Green, mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress. Each Party agrees and acknowledges that it has (1) thoroughly read and fully understands this Agreement and (2) received or had an opportunity to receive independent legal advice from attorneys of its own choice with respect to the advisability of entering into this Agreement and the rights and obligations created by this Agreement.

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

40. **Confidentiality.** The Parties agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation and are subject to the provisions of Federal Rule of Evidence 408. The Parties may disclose to the public the fact of settlement and the settlement amount any time after the Execution Date.

41. **Written Exclusion for Opt-Outs from Damages Classes.** Subject to Court approval, persons and entities within the class shall have the right to exclude themselves pursuant only to the procedure set forth in the Class Notice and approved by the Court. Subject to Court approval, a request for exclusion that does not comply with all of the

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provisions set forth in the applicable Class Notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed a Settlement Class Member and shall be bound by the Agreement upon entry of the Final Judgment and Order of Dismissal.

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the date first above written.

By: Michelle Looby

By: [Signature]

**GUSTAFSON GLUEK PLLC**

**PERKINS COIE LLP**

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