

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

*IN RE TURKEY ANTITRUST LITIGATION*

No. 1:19-cv-08318

This Document Relates To:

Commercial and Institutional Indirect Purchaser  
Plaintiffs' Action (1:20-cv-02295)

**DECLARATION OF ALEC BLAINE FINLEY, JR., IN SUPPORT OF COMMERCIAL  
AND INSTITUTIONAL INDIRECT PURCHASER PLAINTIFFS' MOTION FOR  
APPROVAL OF THEIR SETTLEMENT WITH DEFENDANTS TYSON FOODS, INC.,  
TYSON FRESH MEATS, INC., TYSON PREPARED FOODS, INC.,  
AND THE HILLSHIRE BRANDS COMPANY**

I, Alec Blaine Finley, Jr., declare under oath, as follows:

1. I am a partner in the law firm of Cuneo Gilbert & LaDuca, LLP. This Court appointed me, along with my co-counsel Sterling Aldridge of Barrett Law Group, P.A., as Settlement Class Counsel for the purposes of Commercial and Institutional Purchaser Plaintiffs' ("CIIPPs") Settlement with Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc., and the Hillshire Brands Company (collectively "Tyson"). *See* Order Grant. Com. and Inst.'l Indirect Purchaser Pltfs.' Mot. For Prelim. Approval of Proposed Settlement with Tyson Defs. and Provisional Certification of Settlement Class, Dkt. No. 196, No. 1:20-cv-2295 (N.D. Ill. July 28, 2021) (hereinafter referred to as "Order Granting Preliminary Approval"). Filed concurrently with my declaration is CIIPPs' Motion for Final Approval of the CIIPPs' Settlement with Tyson (the "Motion"). I have full knowledge of the matters stated herein and could and would testify thereto.

2. I submit this Declaration in support of CIIPPs' Motion for Final Approval of Their Settlement with Tyson filed simultaneously herewith.

3. On behalf of CIIPPs, CIIPP counsel conducted settlement negotiations with counsel for Tyson over the course several weeks and on numerous occasions. As a result of these negotiations, the parties signed the proposed Settlement Agreement. The Settlement Agreement was filed with CIIPPs' Motion for Final Approval as Exhibit A to my Declaration. *See* Long-Form Settlement Agreement Between Com. and Inst.'l Indirect Purchaser Pltfs. and Tyson Foods, Dkt. No. 190-1, No. 1:20-cv-2295 (N.D. Ill. July 6, 2021) (hereinafter "Settlement Agreement").

4. Under the Settlement Agreement and subject to the Court's final approval, Tyson agrees to pay the sum of \$1,750,000 to the Settlement Class. Tyson also agrees to cooperate with CIIPPs in prosecuting any remaining claims against other Defendants. Tyson's cooperation will include providing CIIPPs with (a) documents and data related to Tyson's sales of Turkey during

the relevant time period, (b) any documents it produces to any other party in connection with this litigation, including any documents it produced to a State Attorney General or the U.S. Department of Justice regarding an investigation into the Turkey industry, and (c) any information or proffers given to any plaintiff in matters substantially similar to this one.

5. Pursuant to the Court’s Order Granting Motion for Approval of Notice Plan, Settlement Class Counsel, Epiq and Hillsoft have executed the Court approved notice plan. This included sending notice to members of the Settlement class of, among other things, the fact and material terms of the proposed Settlement, instructions on how to opt out of the proposed class or object to the Settlement, and other information. *See* Order Grant. Mot. for Approval of Notice Plan, Dkt. No. 206 at ¶ 2, No. 1:20-cv-2295 (N.D. Ill. Oct. 4, 2021) (hereinafter referred to as “Order Granting Notice Plan”). As set forth in the Motion and the Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program, the Court-approved Notice Plan has been successfully implemented and the Settlement Class members have been notified of the Settlement.

6. CIIPPs do not intend to distribute proceeds from the Settlement Agreement to qualifying members of the Settlement Class at this time, but instead intend to combine any distribution from the Settlement Agreement proceeds with proceeds from future settlements or other recoveries in the litigation. CIIPPs are seeking an award for costs and on-going litigation expenses incurred in the litigation.

7. Since filing CIIPPs initial class action complaint, Settlement Class Counsel, along with Putative Interim Co-Lead Counsel, have vigorously prosecuted CIIPPs claims in this litigation. We will continue to vigorously prosecute CIIPPs’ claims going forward.

8. The settlement negotiations with Tyson were at arm's-length and were hard fought at all times. The Settlement Agreement is the product of intensive settlement negotiations conducted over a period of several weeks and included multiple rounds of give-and-take between Putative Interim Co-Lead Counsel and Tyson's counsel with the assistance of an experienced and nationally renowned mediator, the Hon. Daniel Weinstein (Ret.). The parties debated many issues, and negotiated many terms of the Settlement Agreement, including the amount of payment, the timing of payment, potential conditions on payment, the effect of opt-outs on any settlement, and potential cooperation against other Defendants. Throughout this process, experienced, sophisticated counsel has represented Tyson.

9. Settlement Class Counsel provided Tyson with an accurate list of the Settlement opt-outs on January 12, 2021.

10. Tyson has not sought to rescind pursuant to Paragraph 20 of the Settlement Agreement.

11. Prior to filing the initial complaint on behalf of our clients in April 2020, we commenced an investigation into the United States' Turkey market and the conduct underlying the allegations set forth in CIIPPs' initial complaint. Dkt. No. 2, No. 1:20-cv-2295. We also vigorously litigated this case, including successfully opposing Defendants' motions to dismiss CIIPPs' complaint. The parties have exchanged initial disclosures and responses to written discovery. Because of the substantial information we have obtained through our investigation and formal discovery, CIIPPs were aware of the strengths and weaknesses of each party's position prior to executing the proposed Settlement Agreement. Additionally, during the course of the litigation, we have researched and analyzed many legal and factual issues contested by the parties. We thoroughly evaluated the relative strengths and weaknesses of the parties' respective litigation

positions in relation to this proposed Settlement Agreement. Because of our research, analysis, and evaluation, we were well informed of the facts, benefits, risks, and consequences of the proposed Settlement Agreement.

12. There was no collusion or preference among counsel for the parties at any time during these Settlement negotiations. To the contrary, the negotiations were contentious, hard fought, and fully informed. CIIPPs' Putative Interim Co-Lead Counsel sought to obtain the greatest monetary benefit possible from Tyson. Furthermore, there was no discussion or agreement at any time regarding the amount of attorneys' fees Settlement Class Counsel would petition the Court to award in this case.

13. CIIPPs' Representative Plaintiffs are not afforded any special compensation by this proposed Settlement Agreement.

14. I specialize in antitrust class action law and am responsible for leading the prosecution of several antitrust class actions on behalf of groups like the CIIPPs. In my opinion, and in that of my Putative Interim Co-Lead Counsel, the proposed Settlement Agreement with Tyson is fair, reasonable, and adequate. The proposed Settlement provides substantial benefits to the Class, and avoids the delay and uncertainty of continuing protracted litigation against Tyson.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 8, 2021, at Washington, District of Columbia.

By: /s/ Alec Blaine Finley, Jr.  
Alec Blaine Finley, Jr.