



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

GARY and ANNA-MARIE)
CUPPELS, et al., individually and on) C.A. No.: S18C-06-009 CAK
behalf of all others similarly situated,)
Plaintiffs,) TRIAL BY JURY OF 12
v.) DEMANDED
MOUNTAIRE CORPORATION, an)
Arkansas corporation, MOUNTAIRE)
FARMS, INC., a Delaware)
corporation, and MOUNTAIRE)
FARMS OF DELAWARE, INC., a)
Delaware corporation.)
Defendants.)

**ORDER GRANTING FINAL APPROVAL OF
CLASS SETTLEMENT AGREEMENT AND OTHER RELIEF**

Gary Cuppels, Anna Marie Cuppels, Michael Harding, Anne Harding, Larry Miller, individually and on behalf of the Estate of Barbara Miller, Ronald Tolson, and Patricia Tolson, by and on behalf of others similarly situated (“Plaintiffs”), and Defendants Mountaire Corporation, Mountaire Farms of Delaware, Inc., and Mountaire Farms Inc. (collectively, “Defendants”), having entered into a proposed Class Action Settlement Agreement and Release (“Settlement Agreement”) in this Action, and the Court having previously granted the parties’ Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Other Relief (D.I. 605, 610), and the parties having filed a Joint Motion For Final Approval of Class Action Settlement Agreement and Other Relief (D.I. 622), and in

consideration of the arguments and documentation presented both in support and opposition thereof, including at the Fairness Hearing held April 12, 2021:

The Joint Motion for Final Approval of Settlement Agreement and Other Relief (the “Motion”) is GRANTED and it is further ORDERED as follows:

1. For purposes of this Order, the Court adopts the definitions set forth in the Settlement Agreement.

Certification of the Settlement Class

2. The Court certifies the following Settlement Class for settlement purposes only:

“All Persons who, on or after May 1, 2000, owned, leased, resided on, or were employed on a full-time basis at: (a) property located in whole or part within the Groundwater Area, which is geographically bounded by the solid blue line on Exhibit A to the Motion, and not the Air Area, which is bounded by the dashed red line on Exhibit A to the Motion; (b) property located in whole or part within the Air Area, but not the Groundwater Area; and (c) property located in whole or part within both the Groundwater Area and the Air Area.”

A copy of Exhibit A is attached hereto for convenience. Excluded from the class definition are: (1) Defendants; (2) any entity in which Defendants have a controlling interest; (3) any person with an ownership interest in Defendants; (4) any current or former officer or director of Defendants; (5) any current or former employee of any Defendant for any potential exposure during their employment by

such Defendant; (6) persons who have entered into separate settlement agreements with any Defendant related to claims similar to those claims made in the Action; and (7) the legal representatives, successors, or assigns of Defendants.

3. The Court finds that the requirements of Delaware Superior Court Rule 23(a) and Rule 23(b)(3) are satisfied for the certification of the Settlement Class for settlement purposes only.

4. Rule 23(a)(1) is satisfied because the Class consists of thousands of Persons who live or work or lived or worked in and around the town of Millsboro, Delaware, and joinder of all members is impracticable.

5. Rule 23(a)(2) is satisfied because there are common issues of law and fact, including Defendants' alleged conduct and liability, at the core of all claims.

6. Rule 23(a)(3) is satisfied because the Class Representatives' claims are typical of those of other Class Members.

7. Rule 23(a)(4) is satisfied because the Class Representatives fairly and adequately protected the interests of the Settlement Class.

8. Rule 23(b)(3) is satisfied because the questions of law or fact common to the Settlement Class predominate over individual questions, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

9. The Court appoints as Class Representatives Gary Cuppels, Anna

Marie Cuppels, Michael Harding, Anne Harding, Larry Miller, Ronald Tolson, and Patricia Tolson.

10. The Court appoints Chase Brockstedt Esq., Stephen A. Spence, Esq., and the law firm of Baird Mandalas Brockstedt, LLC; and Philip C. Federico, Esq., Brent P. Ceryes, Esq., and the law firm of Schochor, Federico & Staton, P.A. as Class Counsel.

Approval of the Settlement

11. Pursuant to Delaware Superior Court Rule 23(e), the Court hereby finds the Settlement Agreement is fair, reasonable, and adequate. Specifically, this Court finds that:

- a. the Settlement Agreement is far more advantageous to the Class Members than a trial on the merits;
- b. the Court has not issued any final rulings on the merits of any of claims or defenses, and the probable duration and cost of continuing this litigation through discovery, pre-trial motions, trial, and any appeals weighs heavily in favor of the Settlement Agreement;
- c. the involvement of Class Representatives and neutrals weighs in favor of approving the Settlement Agreement;
- d. the small number of objections, and the large number of participating Class Members, reflects strong support of the settlement from Class

- Members and weighs in favor of approving the Settlement Agreement;
- e. the Settlement Agreement will not adversely affect any other pending actions;
 - f. the Allocation Plan is fair, reasonable, and equitable;
 - g. the Settlement Agreement's terms are intrinsically fair; and
 - h. the monetary award to Class Members is substantial, and weighs in favor of settlement.

12. In making all the foregoing findings, the Court has exercised its discretion in certifying a Settlement Class and has considered the affidavits and declarations submitted in support of this settlement and finds them credible.

Notice to Class Members

13. The Court finds that due notice was given in accordance with the Order Granting Preliminary Approval of Class Action Settlement Agreement and Other Relief, and that the form and content of that Notice, and the procedures for dissemination thereof in the Notice Plan, satisfy the requirements of Delaware Superior Court Rule 23(c)(2) and Rule 23(e), and due process and constitute the best notice practicable under the circumstances.

14. In particular, the Court finds that the notice to the Class Members of the Settlement Agreement, as well as the manner in which it was provided to Class

Members, fairly and adequately described the proposed Settlement Agreement; the manner in which Class Members could object to or opt-out of the settlement; and the potential binding effect of this settlement. The Court further finds that a full and fair opportunity was afforded to Class Members to object to or to comment on the Settlement Agreement and to participate in the hearing convened on April 12, 2021, to determine whether the Settlement Agreement should be given final approval.

Objections to the Settlement

15. The Court held a hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement Agreement on April 12, 2021. No class members objected to the Settlement Agreement. The Court fully considered any concerns raised. Furthermore, the Court finds that purported objectors who are not Class Members do not have standing to object to the Settlement Agreement. Nonetheless, the Court has reviewed the comments of those who are not Class Members and finds them unpersuasive.

Implementation of the Settlement

16. For the reasons stated above, the Court GRANTS final approval of the Settlement Agreement.

17. The parties are directed to implement the Settlement Agreement according to its terms and conditions.

18. Pursuant to the Settlement Agreement, funds shall be distributed to Class Members in accordance with the Allocation Plan.

19. The Court approves an enhancement award of \$150,000 to be apportioned between the seven individual Class Representatives by the Claims Adjudicator.

20. The Court appoints RG/2 as Claims Administrator.

21. The Court appoints the Hon. Irma Raker as Claims Adjudicator.

22. Consistent with the Allocation Plan, no person shall have any claim against the Releasees (as defined in and to the extent set forth the in the Settlement Agreement), Plaintiffs' Counsel, the Claims Adjudicator, or the Claims Administrator, arising from or relating to determinations or distributions made substantially in accordance with the Settlement Agreement and/or Orders of the Court.

23. This Final Approval Order shall have no force or effect on the persons that have validly excluded themselves from the Class. The final list of persons that have validly excluded themselves from the Settlement Agreement was lodged with the Court in advance of the Fairness Hearing.

24. The case is dismissed with prejudice, except as provided in Paragraph 26 of this Order, and the Released Claims are released as set forth in the Settlement Agreement.

25. The October 30, 2018 gag order previously imposed on the attorneys, experts, consultants, and witnesses for both parties, Plaintiffs, Defendants' officers, and any persons or entities acting on behalf of Defendants in public relations capacity from publicly commenting on this case is hereby lifted effective immediately.

26. Without affecting the finality of the judgment, the Court reserves and continues jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement and over this Order.

27. Upon conclusion of the allocation process pursuant to the Allocation Plan, including distribution of the full Settlement Amount, the parties shall file a notice with the Court.

IT IS SO ORDERED, this 12th day of April, 2021



THE HONORABLE CRAIG A. KARSNITZ

FILED PROTONOTARY
2021 APR 12 P 12:45

EXHIBIT A



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