

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS**

FIRST IMPRESSIONS SALON, INC., *et al.*,

Plaintiffs,

v.

NATIONAL MILK PRODUCERS  
FEDERATION, *et al.*,

Defendants.

Case No. 3:13-cv-00454 (NJR)(GCS)

CLASS ACTION

**JOINT INFORMATIONAL FILING**

Plaintiff Class Members and Defendant National Milk Producers Federation (“Parties”) hereby present to the Court additional information demonstrating that the Settlement Agreement in this case has been improved for the benefit of the class members through a modification that has been agreed to by the Parties, and therefore, further notice to members of the Class is unnecessary.

Paragraph 18 of the Court’s Preliminary Approval Order provides that “Counsel for the Parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement Agreement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice and other exhibits that they jointly agree are reasonable and necessary. This Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.”

On March 18, 2020, the Parties executed an addendum to the Settlement Agreement, which is attached as Exhibit A. Although the addendum is numbered Addendum #4, the previous three addenda were entirely non-substantive; the first changed the addresses of some of the lawyers to whom notice is owed; two others simply keep the Settlement Agreement in effect as the Parties worked towards the attached addendum. The three previous addenda are attached as Exhibits B, C and D.

Instead of receiving installment payments, the last of which would be due in 2024 or later, the Class will now be fully paid the entirety of the \$220 million, principal settlement as early as January, 2021 (assuming a Final Settlement Order is in effect). That is a substantial benefit, especially given the economic uncertainty and risk that has now engulfed the U.S. economy. In addition, in place of the \$130 million standby letter of credit referenced in the original Settlement Agreement, NMPF has already (i) deposited thirty million U.S. dollars (\$30,000,000) in a special escrow account whose principal can only be used for the benefit of the Class and (ii) has secured a commitment letter that provides a senior secured term loan commitment, which is tantamount to a standby letter of credit, in the aggregate principal of one hundred million U.S. dollars (\$100,000,000).

Of course, NMPF has already deposited an initial thirty million U.S. dollars (\$30,000,000) into the Class Account, as required by the Settlement Agreement and stands ready to pay the next \$60 million as required by set forth by Paragraph III(1)(b) of the amended Settlement Agreement.

Counsel have jointly concluded that these arrangements benefit the Class, and they submit that, given said benefits, there is no need for further Class Notice – as contemplated by Paragraph 18 of the Preliminary Approval Order.

Dated: March 25, 2020

Respectfully Submitted:

By: /s/John J. Kavanagh  
John J. Kavanagh (admitted pro hac vice)  
STEPTOE & JOHNSON LLP  
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Washington, DC 20036  
Telephone: (202) 429-3000  
Fax: (202) 429-3902  
Email: jkavanagh@steptoe.com

By: /s/Jonathan B. Sallet (with consent)  
Jonathan B. Sallet (admitted pro hac vice)  
ATTORNEY AT LAW  
1101 Connecticut Ave., NW, Suite 450,  
Washington, D.C. 20036  
Telephone (202) 580-6651  
Email: jonathansallet@outlook.com  
*Attorneys for Defendants National Milk  
Producers Federation and Cooperatives  
Working Together*

By: /s/Don Barrett (with consent)  
Don Barrett  
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By: /s/Dianne M. Nast (with consent)  
Dianne M. Nast  
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1101 Market Street, Suite 2801  
Philadelphia, PA 19107  
Telephone: (215) 923-9300  
Facsimile: (215) 923-9302 Email:  
dnast@nastlaw.com

By: /s/Michael Roberts (with consent)  
Michael Roberts  
ROBERTS LAW FIRM  
1920 McKinney Avenue, Suite 700

Dallas, TX 75201  
Telephone: (501) 952-8558  
Email: mikeroberts@robertslawfirm.us

*Co-Lead Counsel for Plaintiffs and the  
Class*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 25, 2020, I caused the foregoing document to be electronically filed with the Clerk of Court using the CM/ECF system which will send notification of such filing to the CM/ECF participants registered as counsel of record in this action.

/s/ John J. Kavanagh

# **Exhibit A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS**

FIRST IMPRESSIONS SALON, INC., *et al.*,

Plaintiffs,

v.

NATIONAL MILK PRODUCERS  
FEDERATION, *et al.*,

Defendants.

Case No. 3:13-cv-00454 (NJR)(GCS)

CLASS ACTION

**ADDENDUM # 4 TO SETTLEMENT AGREEMENT OF NOVEMBER 22, 2019**

This is Addendum # 4 of March 18, 2020 to the Settlement Agreement made and entered into on November 22, 2019 by and between Defendant National Milk Producers Federation and Plaintiffs First Impressions Salon, Inc., Roy Mattson, Piggly Wiggly Midwest, LLC and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc., for themselves individually and on behalf of all Class Members, as amended.

Paragraph 18 of the Court's Preliminary Approval Order provides that "Counsel for the Parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement Agreement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice and other exhibits that they jointly agree are reasonable and necessary. This Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class."

The Settlement Agreement of November 22, 2019, as modified (Agreement), provides in Section III(5) that within ninety (90) days of its execution, “National Milk shall obtain and furnish to Class Counsel for the benefit of the Class an irrevocable standby letter of credit from CoBank in which CoBank undertakes to pay Plaintiffs the lesser of \$130,000,000 (inclusive of Accrued Interest) or the unpaid balance, upon written certification by Class Counsel that National Milk failed to make a payment when due to Plaintiffs and that failure remained uncured more than seven (7) days after Plaintiffs provided written notice of any such failure to Defendants.”

The Agreement contemplates that during the ninety (90) days, which expired on February 20, 2020, National Milk would negotiate with CoBank to put the requisite financial instrument into place. During the course of those negotiations, National Milk and CoBank have agreed upon an approach that the Parties agree is functionally equivalent to the standby letter of credit originally contemplated. In order that the Parties have an adequate opportunity to agree on an approach that is functionally equivalent to the standby letter of credit originally contemplated, the Agreement has been modified to extend the period designated in Section III.5 until and including March 18, 2020.

On this date of March 18, 2020, the parties hereby agree that this addendum to the Settlement Agreement is intended to benefit the class members, as the payment installments will be accelerated and compressed, and risks associated with installment payment schedules are reduced. The following revisions recognize that thirty million dollars (\$30,000,000) has been deposited into the Class Account, that the deadline for NMPF to pay the initial ninety million US dollars (\$90,000,000) (Paragraphs III.1.a. & b.) has not been amended, and, in lieu of four annual installment payments, NMPF will pay the remaining principal at the time that the first installment payment would have

been due. In addition, NMPF has entered into a commitment letter that provides a senior secured term loan commitment in the aggregate principal of one hundred million U.S. dollars (\$100,000,000) that is tantamount to a standby letter of credit.

Accordingly, the Settlement Agreement made and entered into on November 22, 2019 is amended as follows:

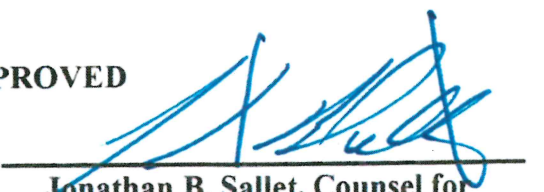
1. Replace Paragraph III.1.a with “Within ten (10) calendar days after the Settlement Preliminary Approval Date, National Milk deposited into an escrow account for the benefit of the class (“Class Account”) the sum of thirty million dollars (\$30,000,000), which will be paid to the Class on the date prescribed in Paragraph III.1.b, along with any interest or investments that have accrued in the escrow or trust account (which interest or investments shall be credited against the remaining portion of the Settlement Agreement owned by National Milk pursuant to Paragraph III.1.d).”;
2. In Paragraph III.1.b add the words “escrow or” prior to the words “trust account”;
3. Replace Paragraph III.1.d with the following: “III.1.d The remaining portion of the Settlement Amount (i.e. one hundred and thirty million U.S. dollars (\$130,000,000)) shall be paid, with Accrued Interest (if any), no later than within ten (10) business days of December 31, 2020, or three (3) months after the payment to the Class Account of the sixty million U.S. dollars (\$60,000,000) pursuant to Paragraph III.1.b., whichever is later, (but such payment does not include interest or investment earnings in the escrow account that is payable to National Milk as described in Paragraph III.1.b). As used in this subparagraph III.1.d the term “Accrued Interest” means interest on the balance of the unpaid Settlement Amount as of the date the payment is made to the Class Account pursuant to Paragraph III.1.b. at the rate of 4% per annum.”



4. Replace Paragraph III.5 with “On or before March 18, 2020, National Milk shall (i) deposit into an escrow or trust account (Second Escrow Account) with interest payable to National Milk, the sum of thirty million U.S. dollars (\$30,000,000), such sums to be used for partial payment of the Settlement Amount and (ii) enter into a commitment letter with CoBank, ACB, a federally-chartered instrumentality of the United States, to provide a senior secured term loan commitment in the aggregate principal of one hundred million U.S. dollars (\$100,000,000), the terms of which shall require that term-loan proceeds will be used for partial payment of the Settlement Amount.”
5. In regard paragraph XI (18) of the Settlement Agreement, in order to address changes of counsel, the following is provided: “Any notice or materials to be provided to the Plaintiffs or Co-Lead Class Counsel pursuant to or relating to this Agreement shall be sent to Michael L. Roberts, Roberts Law Firm, 1920 McKinney Ave., Dallas, TX 75201; Don Barrett, Barrett Law Group, P.A., 404 Court Square North, Lexington, Mississippi 39095-0927; and Dianne M. Nast, NastLaw, LLC, 1101 Market Street, Suite 2801, Philadelphia, PA 19107; any notice or materials to be provided to National Milk’s Counsel pursuant to or relating to this Agreement shall be sent to Jonathan B. Sallet, Attorney At Law, 1101 Connecticut Avenue N.W., Suite 450, Washington, DC 20036 and John Kavanagh, Steptoe & Johnson, LLP, 1330 Connecticut Avenue, NW, Washington, DC 20036.”

APPROVED


BY:

  
Jonathan B. Sallet, Counsel for  
National Milk Producers Federation

BY:

  
Michael L. Roberts, Co-Lead Class Counsel

BY:

  
Don Barrett, Co-Lead Class Counsel

BY:

\_\_\_\_\_  
Dianne Nast, Co-Lead Class Counsel

**APPROVED**

**BY:** \_\_\_\_\_  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

**BY:** \_\_\_\_\_  
**Michael L. Roberts, Co-Lead Class Counsel**

**BY:** \_\_\_\_\_  
**Don Barrett, Co-Lead Class Counsel**

**BY:** *Dianne Nast*  
**Dianne Nast, Co-Lead Class Counsel**

*MLP*

1.

# **Exhibit B**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS**

FIRST IMPRESSIONS SALON, INC., *et al.*,

Plaintiffs,

v.

NATIONAL MILK PRODUCERS  
FEDERATION, *et al.*,

Defendants.

Case No. 3:13-cv-00454 (NJR)(GCS)

CLASS ACTION

**ADDENDUM TO SETTLEMENT AGREEMENT OF NOVEMBER 22, 2019**

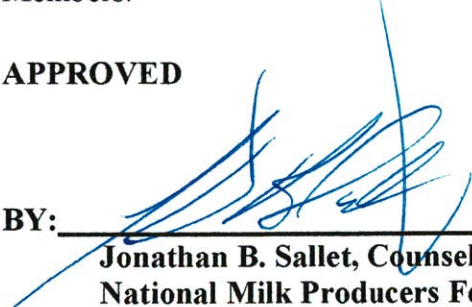
This Addendum of January 9, 2020 to the First Amendment to the Settlement Agreement made and entered into on November 22, 2019 by and between Defendant National Milk Producers Federation and Plaintiffs First Impressions Salon, Inc., Roy Mattson, Piggly Wiggly Midwest, LLC and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc., for themselves individually and on behalf of all Class Members provides that Article II, paragraph 18 is amended to read:

Any notice or materials to be provided to the Plaintiffs or Co-Lead Class Counsel pursuant to or relating to this Agreement shall be sent to Michael L. Roberts, Roberts Law Firm, 1920 McKinney Ave., Dallas, TX 75201; Don Barrett, Barrett Law Group, P.A., 404 Court Square North, Lexington, Mississippi 39095-0927; and Dianne M. Nast, NastLaw, LLC, 1101 Market Street, Suite 2801, Philadelphia, PA 19107; any notice or materials to be provided to National Milk's Counsel pursuant to or relating to this Agreement shall be sent to Jonathan B. Sallet, Attorney At Law, 1101 Connecticut Avenue N.W., Suite 450, Washington, DC 20036 and John Kavanagh, Steptoe & Johnson, LLP, 1330 Connecticut

Avenue, NW, Washington, DC 20036.

Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Addendum, subject to Court approval, and the undersigned Co-Lead Class Counsel represent that they are authorized to execute this Addendum on behalf of Plaintiffs and, subject to Court Approval, on behalf of the Class and all Class Members.

**APPROVED**

**BY:**   
\_\_\_\_\_  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

**BY:** \_\_\_\_\_  
**Michael L. Roberts, Co-Lead Class Counsel**

**BY:** \_\_\_\_\_  
**Don Barrett, Co-Lead Class Counsel**

**BY:** \_\_\_\_\_  
**Dianne Nast, Co-Lead Class Counsel**

Avenue, NW, Washington, DC 20036.

Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Addendum, subject to Court approval, and the undersigned Co-Lead Class Counsel represent that they are authorized to execute this Addendum on behalf of Plaintiffs and, subject to Court Approval, on behalf of the Class and all Class Members.

**APPROVED**

BY: \_\_\_\_\_  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

BY: Michael L. Roberts  
**Michael L. Roberts, Co-Lead Class Counsel**

BY: Don Barrett   
**Don Barrett, Co-Lead Class Counsel**

BY: Dianne Nast   
**Dianne Nast, Co-Lead Class Counsel**

# **Exhibit C**



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS**

FIRST IMPRESSIONS SALON, INC., *et al.*,

Plaintiffs,

v.

NATIONAL MILK PRODUCERS  
FEDERATION, *et al.*,

Defendants.

Case No. 3:13-cv-00454 (NJR)(GCS)

CLASS ACTION

**ADDENDUM # 2 TO SETTLEMENT AGREEMENT OF NOVEMBER 22, 2019**

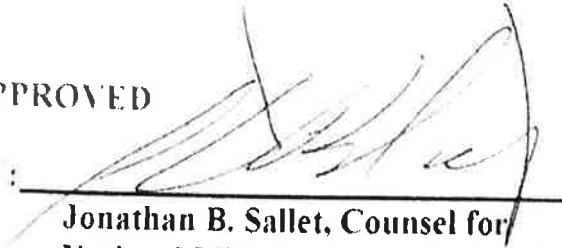
This is Addendum # 2 of February 19, 2020 to the Settlement Agreement made and entered into on November 22, 2019 by and between Defendant National Milk Producers Federation and Plaintiffs First Impressions Salon, Inc., Roy Mattson, Piggly Wiggly Midwest, LLC and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc., for themselves individually and on behalf of all Class Members, as amended.


Paragraph 18 of the Court's Preliminary Approval Order provides that "Counsel for the Parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement Agreement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice and other exhibits that they jointly agree are reasonable and necessary. This Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class."

The Settlement Agreement of November 22, 2019, as modified (Agreement), provides in Section III(5) that within ninety (90) days of its execution, “National Milk shall obtain and furnish to Class Counsel for the benefit of the Class an irrevocable standby letter of credit from CoBank in which CoBank undertakes to pay Plaintiffs the lesser of \$130,000,000 (inclusive of Accrued Interest) or the unpaid balance, upon written certification by Class Counsel that National Milk failed to make a payment when due to Plaintiffs and that failure remained uncured more than seven (7) days after Plaintiffs provided written notice of any such failure to Defendants.”

The Agreement contemplates that during the ninety (90) days, which expire on February 20, 2020, National Milk would negotiate with CoBank to put the requisite financial instrument into place. During the course of those negotiations, National Milk and CoBank have agreed upon an approach that the Parties agree is functionally equivalent to the standby letter of credit originally contemplated. Therefore, this Addendum extends the period designated in Section III(5) until and including March 2, 2020, in order that the Parties may conduct the necessary review to mutually determine that the functionally equivalent arrangements are minor changes that are not materially inconsistent with the Court’s Preliminary Approval Order or the Agreement. The Parties agree that the effect of this Addendum #2 is to maintain the Settlement Agreement in full operational effect and that it is neither null nor void.

APPROVED

BY:   
Jonathan B. Sallet, Counsel for  
National Milk Producers Federation

BY:   
Michael L. Roberts, Co-Lead Class Counsel

BY: \_\_\_\_\_  
Don Barrett, Co-Lead Class Counsel

BY: \_\_\_\_\_  
Dianne Nast, Co-Lead Class Counsel

**APPROVED**

**BY:** \_\_\_\_\_  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

**BY:** \_\_\_\_\_  
**Michael L. Roberts, Co-Lead Class Counsel**

**BY:**  \_\_\_\_\_  
**Don Barrett, Co-Lead Class Counsel**


**BY:** \_\_\_\_\_  
**Dianne Nast, Co-Lead Class Counsel**

**APPROVED**

**BY:** \_\_\_\_\_  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

**BY:** \_\_\_\_\_  
**Michael L. Roberts, Co-Lead Class Counsel**

**BY:** \_\_\_\_\_  
**Don Barrett, Co-Lead Class Counsel**

**BY:**   
\_\_\_\_\_  
**Dianne Nast, Co-Lead Class Counsel**

# **Exhibit D**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS**

FIRST IMPRESSIONS SALON, INC., <i>et al.</i> ,  Plaintiffs,  v.  NATIONAL MILK PRODUCERS FEDERATION, <i>et al.</i> ,  Defendants.	Case No. 3:13-cv-00454 (NJR)(GCS)  CLASS ACTION
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**ADDENDUM # 3 TO SETTLEMENT AGREEMENT OF NOVEMBER 22, 2019**

This is Addendum # 3 of February 28, 2020 to the Settlement Agreement made and entered into on November 22, 2019 by and between Defendant National Milk Producers Federation and Plaintiffs First Impressions Salon, Inc., Roy Mattson, Piggly Wiggly Midwest, LLC and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc., for themselves individually and on behalf of all Class Members, as amended.

Paragraph 18 of the Court’s Preliminary Approval Order provides that “Counsel for the Parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement Agreement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice and other exhibits that they jointly agree are reasonable and necessary. This Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.”

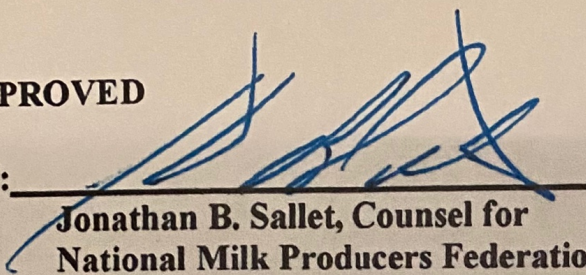
The Settlement Agreement of November 22, 2019, as modified (Agreement), provides in Section III(5) that within ninety (90) days of its execution, “National Milk shall obtain and furnish to Class Counsel for the benefit of the Class an irrevocable standby letter of credit from CoBank in which CoBank undertakes to pay Plaintiffs the lesser of \$130,000,000 (inclusive of Accrued Interest) or the unpaid balance, upon written certification by Class Counsel that National Milk failed to make a payment when due to Plaintiffs and that failure remained uncured more than seven (7) days after Plaintiffs provided written notice of any such failure to Defendants.”

The Agreement contemplates that during the ninety (90) days, which expire on February 20, 2020, National Milk would negotiate with CoBank to put the requisite financial instrument into place. During the course of those negotiations, National Milk and CoBank have agreed upon an approach that the Parties agree is functionally equivalent to the standby letter of credit originally contemplated. Addendum #2 to the Agreement, dated February 19, 2020, extended the period designated in Section III(5) until and including March 2, 2020. In order that the Parties have an adequate opportunity to agree on an approach that is functionally equivalent to the standby letter of credit originally contemplated, this Addendum extends the period designated in Section III(5) until and including March 18, 2020. The Parties agree that the effect of the Addendum is to maintain the Settlement Agreement in full operational effect and that it is neither null nor void.

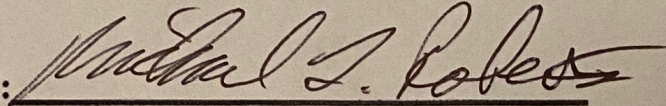


**APPROVED**

**BY:** \_\_\_\_\_

  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

**BY:** \_\_\_\_\_

  
**Michael L. Roberts, Co-Lead Class Counsel**

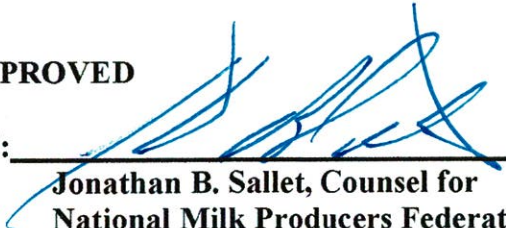
**BY:** \_\_\_\_\_

**Don Barrett, Co-Lead Class Counsel**

**BY:** \_\_\_\_\_

**Dianne Nast, Co-Lead Class Counsel**

**APPROVED**

BY:   
\_\_\_\_\_  
**Jonathan B. Sallet, Counsel for  
National Milk Producers Federation**

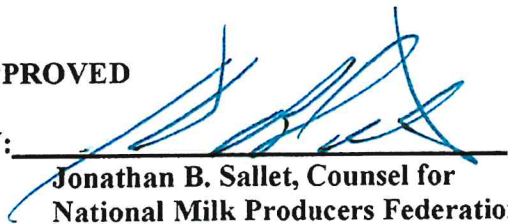
BY: \_\_\_\_\_  
**Michael L. Roberts, Co-Lead Class Counsel**

BY:   
\_\_\_\_\_  
**Don Barrett, Co-Lead Class Counsel**

BY: \_\_\_\_\_  
**Dianne Nast, Co-Lead Class Counsel**

**APPROVED**

**BY:**

  
Jonathan B. Sallet, Counsel for  
National Milk Producers Federation

**BY:**

Michael L. Roberts, Co-Lead Class Counsel

**BY:**

Don Barrett, Co-Lead Class Counsel

**BY:**

  
Dianne Nast, Co-Lead Class Counsel