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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 21-2-14174-5 SEA

The Honorable Aimée Marie Sutton
Trial Date: October 7, 2024

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

TYSON FOODS, INC., ET AL.,

Defendants.

NO. 21-2-14174-5 SEA

CONSENT DECREE AGAINST
HOUSE OF RAEFORD FARMS, INC.

I. SETTLEMENT SUMMARY

- 1.1 Plaintiff: State of Washington
- 1.2 Defendant: House of Raeford Farms, Inc. (“Raeford”)
- 1.3 Settlement Amount: \$460,000
- 1.4 Attorneys for Plaintiff: Travis A. Kennedy, Christina M. Black, and
Brooke Howlett Lovrovich
Assistant Attorneys General
- 1.5 Attorneys for Defendants: Bradley S. Keller
Paul R. Taylor
Byrnes Keller Cromwell LLP

II. INTRODUCTION

2.1 Plaintiff, State of Washington, by and through its Attorney General, in its law enforcement capacity and as *parens patriae* on behalf of Persons in the State of Washington,

1 commenced an action on October 25, 2021, for an injunction, restitution, civil penalties, and
2 other relief pursuant to Chapter 19.86 RCW, the Unfair Business Practices-Consumer Protection
3 Act (“CPA”), against Raeford and nineteen other defendants, including certain other broiler
4 producers. Plaintiff filed its First Amended Complaint (“Amended Complaint”) on April 29,
5 2022.

6 2.2 The Amended Complaint alleges that Raeford conspired with competitors to
7 restrain broiler chicken production and exchange highly sensitive competitive information
8 in violation of the CPA, and that the Defendants’ alleged conduct fixed, raised, stabilized,
9 and maintained prices of broiler chicken throughout the United States, including in
10 Washington. Raeford denies these allegations and specifically denies that it engaged in any
11 wrongdoing.

12 2.3 Plaintiff and Raeford have engaged in arms-length negotiations and reached an
13 agreement to settle all of Plaintiff’s claims against Raeford in the Action and to the entry of this
14 Consent Decree (“Consent Decree”) without trial or adjudication on any issues of fact or law.

15 2.4 Plaintiff and Raeford have determined that this Consent Decree and the amount
16 of the Settlement Fund, as defined below, are reasonable in light of Plaintiff’s claims, Raeford’s
17 defenses, the parties’ respective risk and expense of litigation, and preparation for trial.

18 2.5 Raeford denies the allegations contained in the Amended Complaint and any
19 liability or violation of law. Raeford believes it has valid defenses to all claims that have been or
20 could be asserted by Plaintiff against it. Notwithstanding its defenses, Raeford agrees to entry of
21 this Consent Decree to: (a) avoid the expense, inconvenience, and distraction of burdensome and
22 protracted litigation; (b) obtain the releases, orders, and final judgment contemplated by this
23 Consent Decree; and (c) put to rest and terminate with finality all claims Plaintiff has or could
24 have asserted against Raeford that arise out of the allegations in the Amended Complaint, as
25 more particularly set forth below. Neither the Amended Complaint nor anything in this Consent
26

1 Decree constitutes evidence of or admission of wrongdoing by Raeford regarding the existence
2 of any issue, fact, liability, wrongdoing, or violation of any law alleged by the Plaintiff.

3 2.6 Raeford recognizes and states that it enters into this Consent Decree voluntarily
4 and that, other than the promises contained herein, no promises or threats have been made by the
5 Attorney General's Office or any member, officer, agent or representative thereof to induce
6 Raeford to enter into this Consent Decree.

7 2.7 Plaintiff and Raeford waive any right they may have to appeal from this Consent
8 Decree and from any Order adopting it, provided that no substantive changes are made to the
9 Consent Decree after it has been presented by the parties to the Court for approval.

10 2.8 Plaintiff and Raeford acknowledge that they have not completed full discovery in
11 this matter and may hereafter discover facts different from, or in addition to, those that they knew
12 or believed to be true at the time they entered into this Consent Decree. Nevertheless, Plaintiff
13 and Raeford agree that this Consent Decree shall be effective and remain effective
14 notwithstanding such different or additional facts, and they also waive any right they may have
15 to seek modification of this Consent Decree or any Order adopting it based upon discovery of
16 such different or additional facts.

17 **NOW, THEREFORE**, there being no just reason for delay for resolving the claims
18 alleged in Plaintiff's Amended Complaint against Raeford, and before the taking of any
19 testimony, and without trial or adjudication of any issue of any fact or law herein, and upon
20 consent of the parties hereto, it is hereby **ORDERED, ADJUDGED, AND DECREED** as
21 follows:

22 **III. JURISDICTION AND SCOPE**

23 3.1 Jurisdiction: Solely for the limited purpose of effectuating this Consent Decree,
24 the Court has jurisdiction over the parties and the subject matter herein, as well as the
25 implementation, enforcement, and performance of the terms included in this Consent Decree.
26 The Attorney General has authority to bring this Action under the CPA. Until this Consent

1 Decree is entered by the Court, Raeford preserves all defenses, including, but not limited to any
2 personal jurisdiction defenses.

3 3.2 Review: Plaintiff and Raeford have read and understand this Consent Decree and
4 enter into it voluntarily, each having been advised by their undersigned counsel of the meaning
5 and effect of each provision of this Consent Decree.

6 3.3 Signatures: This Consent Decree may be executed in counterparts by Plaintiff and
7 Raeford, and a signature page sent via electronic mail shall be deemed an original signature for
8 purposes of executing this Consent Decree.

9 IV. DEFINITIONS

10 THE COURT ORDERS that the following definitions shall be used in interpreting the
11 terms of this Consent Decree:

12 4.1 “Broiler Chicken” means chickens raised for meat consumption to be slaughtered
13 before the age of 13 weeks, and which may be sold in a variety of forms, including fresh or
14 frozen, raw or cooked, whole or in parts, or as a meat ingredient in a value-added product. This
15 term excludes chicken grown, processed and sold according to halal, kosher, free-range, or
16 organic standards.

17 4.2 “Illinois litigation” refers to *In re Broiler Chicken Antitrust Litigation*,
18 No. 1:16-cv-06837 (N.D. Ill.).

19 4.3 “Raeford” shall refer to House of Raeford Farms, Inc.

20 4.4 “Effective Date” shall mean the date this Consent Decree is entered by the Court.

21 4.5 “Person” or “Persons” shall mean, consistent with RCW 19.86.010(1), natural
22 persons, corporations, trusts, unincorporated associations, and partnerships.

23 4.6 “Plaintiff” shall mean the State of Washington (“State”), acting as *parens patriae*
24 on behalf of Persons residing in the State, and the Attorney General acting on behalf of the State.

25 4.7 “The Settlement Fund” shall be \$460,000 to be paid in accordance with
26 Paragraph 6.1.

1 4.8 "This Action" refers to *Washington v. Tyson, et al.*, No. 21-2-14174-5 SEA
2 (King. Ct. Sup. Ct.).

3 **V. INJUNCTION AND CERTIFICATION**

4 5.1 For a period of five (5) years, Raeford will not engage in any conduct, including
5 price-fixing, bid-rigging, market allocation, coordinating output or supply, or manipulating
6 pricing indices, with other Broiler Chicken producers in the United States with respect to the sale
7 of any Broiler Chicken products in Washington, or that has an effect in Washington, which
8 constitute horizontal conduct that are *per se* violations of Section 1 of the Sherman Act (which
9 for purposes of this Action, the parties understand to be the same standard as that under
10 RCW 19.86.030).

11 5.2 Raeford shall certify to Plaintiff within ninety (90) days of entry of this Consent
12 Decree, and recertify on or around the first, second, third, fourth and fifth anniversaries of the
13 entry of this Consent Decree, that it has established an antitrust compliance program for the
14 purpose of compliance with federal and state antitrust laws, including the Sherman Act and
15 RCW 19.86.030. Such program shall provide compliance education regarding the legal
16 standards imposed by the antitrust laws, the remedies that might be applied in the event of
17 violations, and employees' obligations in the event they observe violations of the antitrust laws.

18 5.3 Nothing in this Consent Decree shall be interpreted as limiting in any way
19 Raeford's obligations to comply in the fullest with federal and state antitrust laws as they
20 currently exist or may be amended in the future.

21 **VI. MONETARY RELIEF**

22 6.1 Within sixty (60) days of the Effective Date, Raeford shall pay to the State of
23 Washington \$460,000 ("Settlement Amount") by wire transfer to the State or to such other
24 recipient as Plaintiff shall designate. Plaintiff will provide to Raeford bank information sufficient
25 to facilitate the wire transfer no less than twenty (20) business days before the deadline for
26 payment.

1 6.2 Pursuant to RCW 19.86.080, a portion of the Settlement Fund, the amount to be
2 determined solely by the Attorney General, shall be deposited without prior court approval into
3 the Attorney General’s antitrust revolving fund. The Attorney General shall use the funds for
4 recovery of the costs and attorneys’ fees incurred in investigating this matter, future monitoring
5 and enforcement of the Consent Decree and CPA, compensation for Washington consumers
6 allegedly harmed by the conduct alleged in the Amended Complaint, or for any lawful purpose
7 in the discharge of the Attorney General’s duties at the sole discretion of the Attorney General.

8 6.3 Plaintiff is in possession of a copy of the agreement dated February 25, 2020 (the
9 “Defendants’ Agreement”) entered into by certain defendants in one or more putative class
10 action or direct action lawsuits which have been consolidated for pretrial purposes in the
11 Illinois litigation. The defined terms in the Defendants’ Agreement shall have the same meaning
12 when used in this Consent Decree. Both Plaintiff and Raeford acknowledge that this Consent
13 Decree does not constitute a Qualified Settlement under the Defendants’ Agreement. If,
14 however, at any time Plaintiff enters into a Qualified Settlement with any party to Defendants’
15 Agreement, then this settlement with Raeford will be converted into, deemed, and construed to
16 be a Qualified Settlement, and the terms attached to this Consent Decree as Attachment 1 shall
17 apply. Plaintiff and Raeford reserve all rights to challenge the validity and applicability of the
18 Defendants’ Agreement at any time, for any reason, and in any forum, including during the
19 course of this Action. Nothing in this Consent Decree is or shall be construed as an admission
20 that the Defendants’ Agreement applies to this Consent Decree or the claims released by this
21 Consent Decree. This Paragraph 6.3 is intended to protect Raeford and the other parties to the
22 Defendants’ Agreement in the event Plaintiff enters into a Qualified Settlement with any party
23 to the Defendants’ Agreement.

24 6.4 Plaintiff shall look solely to the Settlement Fund for settlement and satisfaction
25 of its claims against Raeford, and shall have no other recovery of costs, fees, attorney’s fees,
26 damages, restitution, fines, penalties or other relief against Raeford.

1 to the extent not already provided, including any future responses served in that
2 litigation.

3 7.1.4. Using reasonable efforts to produce two witnesses who are current
4 officers or employees or who are otherwise under Raeford's direction and control
5 (not including experts) to testify at trial—either by remote testimony (if permitted),
6 deposition, or affidavit, as reasonably practicable—as requested by the Plaintiff,
7 provided that the Plaintiff provides notice to Raeford of its intent to call such
8 witnesses at least sixty (60) days before trial.

9 7.1.5. Using reasonable efforts to provide affidavits on behalf of a reasonable
10 number of officers or employees (not to exceed four (4) individuals) as necessary
11 for the purpose of authenticating a reasonable number of business records (not to
12 exceed one hundred (100) records) produced by Raeford, where it is reasonably
13 practicable to do so in good faith, no later than sixty (60) days before trial. Upon
14 the Plaintiff's written request, Raeford also agrees that it will provide the State a
15 list of all documents for which Raeford has (by affidavit or written stipulation
16 with the Plaintiffs in the Illinois litigation) authenticated in the Illinois litigation.
17 At Plaintiffs request, Raeford agrees to provide similar affidavits authenticating
18 any such documents for use in this Action.

19 7.2. Plaintiff shall only seek Raeford's cooperation as provided in Paragraph 7.1 and
20 its sub-paragraphs after making a good faith effort to review and use evidence and testimony
21 already available to Plaintiff.

22 7.3. Material produced by Raeford under this Consent Decree shall be treated in
23 accordance with any protective order in this Action. If any document to be produced pursuant to
24 this Consent Decree is subject to a protective order in the Illinois litigation, such production will
25 be subject to the provisions of such protective order.
26

1 7.4. Plaintiff will not provide any non-public information or records to any Person,
2 political subdivision of the State, or any other party in connection with the Action, to support
3 any suit, action, complaint, arbitration, mediation, or other grievance against Raeford based on,
4 or relating in any way to, the allegations or claims of the Amended Complaint. Nothing in this
5 Paragraph shall be construed to inhibit Plaintiff's ability to communicate with other states'
6 attorney general, except with respect to the exchange of non-public records provided by Raeford.

7 7.5. Plaintiff and Raeford shall use their best efforts to effectuate this Consent Decree,
8 including cooperating in seeking any court approvals.

9 **VIII. RELEASE, DISCHARGE AND COVENANT NOT TO SUE**

10 8.1 Upon the entry of this Consent Decree by the Court, and in consideration of
11 payment of the Settlement Fund, and for other good and valuable consideration, Raeford and all
12 of its respective past and present, direct and indirect, wholly and partially owned, parent
13 companies, subsidiaries, affiliates; the predecessors, successors and assigns of any of the above;
14 and each and all of the present and former principals, partners, officers, directors, supervisors,
15 employees, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of
16 each of the foregoing shall be and hereby are completely released and forever discharged from
17 any and all claims, damages, demands, fines, penalties, liabilities, restitution, expenses
18 (including costs, attorneys' fees, and interest), actions, judgments, suits and causes of action
19 arising from, or relating in any way in whole or in part to, the allegations or claims of the
20 Amended Complaint and any amendments thereto, that Plaintiff, whether acting on its own
21 behalf or as *parens patriae*, ever had, now has, or hereafter can, shall, or may have.

22 8.2 Plaintiff covenants that it will not hereafter commence, assert, or solicit any
23 claims against Raeford on behalf of the State, or any Person, state agency, or other party, in any
24 suit, action, complaint, arbitration, mediation, litigation or other grievance based on, or relating
25 to, the allegations or claims in this Action, with the exception that Plaintiff may enforce this
26 Consent Decree as provided in Section 10.3.

1 8.3 The release, discharge, and covenant not to sue set forth in Paragraph 8.1 and 8.2,
2 above, include only the claims pled in the Amended Complaint, any amendments thereto, and
3 any claims related to or arising from the acts omissions, and conduct at issue in the Amended
4 Complaint, whether expressly pled or not. The release, discharge and covenant not to sue does
5 not include any claims solely arising out of product liability or breach of contract claims in the
6 ordinary course of business (except to the extent any alleged breach of contract arises from an
7 alleged antitrust violation), or any other claims not related to the underlying Amended
8 Complaint. The release, discharge, and covenant not to sue does not include any claims against
9 any Defendants or co-conspirators in this Action other than Raeford.

10 **IX. NO EFFECT IF THIS CONSENT DECREE IS NOT ENTERED**

11 9.1 In the event that this Consent Decree is not approved and entered by the Court,
12 then this Consent Decree shall be of no force or effect. Raeford and Plaintiff expressly reserve
13 all of their rights and defenses if this Consent Decree does not become final.

14 **X. ENFORCEMENT AND RETENTION OF JURISDICTION**

15 10.1 Jurisdiction is retained by this Court for five (5) years for the purpose of enabling
16 any of the parties to this Consent Decree to apply to this Court at any time for such further orders
17 and directions as may be necessary or appropriate for the interpretation, construction or
18 implementation of any of the provisions of this Consent Decree, for the enforcement of
19 compliance, and for the punishment of any violations.

20 10.2 In any contempt of court proceeding initiated to enforce this Consent Decree due
21 to a violation of its terms, Plaintiff or Raeford may seek, and the Court shall have the authority
22 to grant, all remedies available in such a proceeding.

23 10.3 Nothing herein precludes Plaintiff from enforcing the provisions of this Consent
24 Decree, or from pursuing any law enforcement action with respect to the acts or practices of
25 Raeford not covered by this Consent Decree or any acts or practices conducted after the Effective
26 Date.

1 10.4 Nothing in this Consent Decree shall be construed to limit or bar any other
2 governmental entity (other than Plaintiff and its officials and agencies) from pursuing other
3 available remedies, if any, against Raeford.

4 10.5 Neither the existence of this Consent Decree nor anything contained herein shall
5 be deemed or construed to be an admission by Raeford or evidence of any wrongdoing or
6 violation of law by Raeford, or the truth of any of the claims or allegations contained in the
7 Amended Complaint. Pursuant to Washington Rule of Evidence 408, neither this Consent
8 Decree, nor any of its terms or provisions, nor any of the negotiations, documents, discussions,
9 or proceedings connected with it, nor any other action taken to carry out this Consent Decree
10 by Plaintiff or Raeford shall be used, directly or indirectly, referred to, or offered as evidence
11 or received in evidence, in any pending or future civil, criminal, or administrative action or
12 proceeding, except a proceeding to enforce this Consent Decree, or to defend against the
13 assertion of a released claim, or as necessary to effect Paragraph 6.3.

14 10.6 This Consent Decree shall be construed and interpreted to effectuate the intent of
15 the parties, which is to provide for a complete and final resolution of Plaintiff's claims that were
16 asserted, or could have been asserted, in the Amended Complaint against Raeford as provided in
17 this Consent Decree.

18 10.7 Under no circumstances shall this Consent Decree or the names of the State of
19 Washington or the Office of the Attorney General, Antitrust Division, or any of its employees
20 or representatives be used by Raeford's agents or employees in connection with the promotion
21 of any product or service or an endorsement or approval of Raeford's past or future practices.

22 10.8 This Consent Decree shall be governed by and interpreted according to the
23 substantive laws of the State of Washington without regard to its choice of law or conflict of
24 laws principles.

25 10.9 Plaintiff and Raeford agree that this Consent Decree constitutes the entire,
26 complete, and integrated agreement between Plaintiff and Raeford pertaining to the settlement

1 of the Action against Raeford and supersedes all prior and contemporaneous undertakings of
2 Plaintiff and Raeford in connection therewith. This Consent Decree may not be modified or
3 amended except in writing executed by Plaintiff and Raeford, and, if required by law, approved
4 by the Court.

5 10.10 Neither Plaintiff nor Raeford shall be considered the drafter of this
6 Consent Decree or any of its provisions for the purpose of any statute, case law or rule of
7 interpretation of construction that would or might cause any provision to be construed against
8 the drafter of this Consent Decree.

9 10.11 Solely for the purpose of determining or securing compliance with this
10 Consent Decree, Raeford authorizes its attorneys to accept electronic service of a motion by
11 Plaintiff to enforce or interpret this Consent Decree.

12 10.12 This Consent Decree shall expire five (5) years from the date it is executed. Such
13 expiration shall in no way affect the validity of Plaintiff's release of claims against Raeford.

14 10.13 Plaintiff and Raeford agree and represent that any persons signing this Consent
15 Decree are authorized to execute this Consent Decree on each party's respective behalf.

16 10.14 This Consent Decree shall be binding upon, and inure to the benefit of, the
17 successors and assigns of Plaintiff and Raeford. Without limiting the generality of the foregoing,
18 each and every covenant and agreement made herein by Plaintiff shall be binding upon all
19 Persons it represents.

20 10.15 Except as set forth in Paragraphs 6.3, 8.1, 8.2, and 8.3, this Consent Decree shall
21 not benefit any third party other than Raeford and shall not be construed to provide any rights to
22 third parties other than Raeford. If this Consent Decree converts to a Qualified Settlement as
23 defined by the Defendants' Agreement and in accordance with the terms of Paragraph 6.3 of this
24 Consent Decree, then the other parties to the Defendants' Agreement shall be deemed third-party
25 beneficiaries of this Consent Decree.
26

XI. APPROVAL AND ORDER

This Consent Decree is approved and hereby entered pursuant to RCW 19.86.080. This proceeding in all other respects is hereby dismissed with prejudice with respect to Raeford without award of fees, costs, or expenses to any party.

IT IS SO ORDERED.

DATED this 2nd day of January, 2024.

/s/signed and filed electronically

THE HONORABLE AIMÉE MARIE SUTTON

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1 Presented by:

2 ROBERT W. FERGUSON
3 Attorney General

4 *s/ Travis Kennedy*

5 TRAVIS A. KENNEDY, WSBA No. 47742
6 CHRISTINA M. BLACK, WSBA No. 58032
7 BROOKE HOWLETT LOVROVICH, WSBA No. 47899
8 800 Fifth Avenue, Suite 2000
9 Seattle, WA 98104-3188
10 206.464.7744
11 travis.kennedy@atg.wa.gov
12 christina.black@atg.wa.gov
13 brooke.lovrovich@atg.wa.gov

14 *Attorneys for Plaintiff State of Washington*

1 | Agreed to, Approved for Entry, and Notice of Presentation Waived:

2 | 
3 | _____
4 | Signature

5 | BRADLEY S. KELLER, WSBA No. 10665
6 | PAUL R. TAYLOR, WSBA No. 14851
7 | BYRNES KELLER CROMWELL LLP
8 | 1000 Second Avenue, 38th Floor
9 | Seattle, WA 98104
10 | T: 202-622-2000
11 | bkeller@byrneskeller.com
12 | ptaylor@byrneskeller.com

13 | *Attorneys for House of Raeford Farms, Inc.*

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Agreed to, Approved for Entry, and Notice of Presentation Waived:

House of Raeford Farms, Inc.


Signature

Jonathan Guy
Printed Name

CFO
Title

1 **ATTACHMENT 1**

2 If the contingency described in Paragraph 6.3 of the Consent Decree occurs, the
3 following terms shall apply and the defined terms in the Defendants’ Agreement shall have the
4 same meaning when used below:

5 Plaintiff agrees that notwithstanding anything to the contrary contained in this
6 Consent Decree, Plaintiff shall reduce the dollar amount collectable from the parties
7 to the Defendants’ Agreement pursuant to any Final Judgment by a percentage
8 equal to the Sharing Percentage of Raeford, calculated pursuant to Section 4 and
9 Exhibits A and B of the Defendants’ Agreement (as illustrated by the Appendix to
10 the Defendants’ Agreement) as if Raeford had not settled, had been found liable on
11 the claim, and were a Sharing Party with respect to the Final Judgment. Plaintiff
12 agrees that this undertaking is also for the benefit of any defendant that is a party
13 to the Defendants’ Agreement and that this undertaking may be enforced by any
14 party or all of such parties to the Defendants’ Agreement as third-party
15 beneficiaries hereof. Any ambiguity in this Paragraph or Paragraph 6.3 to this
16 Consent Decree or inconsistency between this Consent Decree and the Defendants’
17 Agreement, shall be resolved in favor of the Defendants’ Agreement, including,
18 without limitation, Sections 6.D.1 and 6.D.2 thereof. Plaintiff further represents and
19 warrants that it has not reached any agreement to provide any portion of the
20 Settlement Fund to any person or entity that is not explicitly identified as a releaser
21 in this Consent Decree, except for proceeds received by Plaintiff’s attorneys for
22 payment of attorneys’ fees.

King County Superior Court
Judicial Electronic Signature Page

Case Number: 21-2-14174-5
Case Title: STATE OF WASHINGTON VS TYSON FOODS INC ET AL
Document Title: ORDER RE CONSENT DECREE

Signed By: Aimee Sutton
Date: January 02, 2024



Judge: Aimee Sutton

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: FE7AF5938B62B0D6530B26DB6BADCEA39154E68E
Certificate effective date: 3/7/2019 12:13:53 PM
Certificate expiry date: 3/7/2024 12:13:53 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Aimee Sutton:
GLQAkAvS5hGyPIX3AFk6yQ=="