

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

STATE OF OKLAHOMA, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 05-cv-329-GKF-SH
	)	
TYSON FOODS, INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	

ADDENDUM TO
JOINT MOTION OF PLAINTIFFS AND ALL DEFENDANTS
TO VACATE THE JUDGMENT UNDER RULE 60(b)
AND REQUEST FOR EXPEDITED CONSIDERATION

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

STATE OF OKLAHOMA, *et al.*

Plaintiffs,

vs.

Case No. 05-CV-0329-GKF-SH

TYSON FOODS, INC., *et al.*

Defendants.

SETTLEMENT

Plaintiffs, the State of Oklahoma (“State”) and the Oklahoma Secretary of Energy and Environment, in his capacity as trustee for natural resources for the State of Oklahoma (“Secretary,” and collectively with the State, the “Plaintiffs”) and Defendants Tyson Foods, Inc.; Tyson Poultry, Inc.; Tyson Chicken, Inc.; Cobb-Vantress, Inc.; Cal-Maine Foods, Inc.; Cargill Incorporated; Cargill Turkey Production, LLC; George’s, Inc.; George’s Farms, Inc.; Peterson Farms, Inc.; and Simmons Foods, Inc. (collectively, “Defendants”; each singularly a “Defendant”)¹ state and agree as follows:

INTRODUCTION

A. The Illinois River Watershed (“IRW”) is the watershed with its terminus at Tenkiller Ferry Lake (“Lake Tenkiller”) and with its headwaters in Northwest Arkansas. The 8-Digit Hydrologic Unit Code for this watershed is 11110103. The IRW encompasses approximately

¹ Tyson Foods, Inc.; Tyson Poultry, Inc.; Tyson Chicken, Inc.; and Cobb-Vantress, Inc. collectively are referred to hereinafter as “Tyson”. Cargill Incorporated and Cargill Turkey Production, LLC collectively are referred to hereinafter as “Cargill”. George’s, Inc. and George’s Farms, Inc. collectively are referred to hereinafter as “George’s”. Peterson Farms, Inc. is referred to hereinafter as “Peterson”. Cal-Maine Foods, Inc. is referred to hereinafter as “Cal-Maine”. Simmons Foods, Inc. is referred to hereinafter as “Simmons”.

1,069,530 acres located in northeastern Oklahoma (Adair, Cherokee, Delaware, and Sequoyah Counties) and northwestern Arkansas (Crawford, Benton, and Washington Counties) and is depicted in State's Ex. 3351 at OSU0005147. Within the IRW are the Illinois River, its major tributaries, including the Baron (a.k.a. Barren) Fork River, the Caney Creek, and the Flint Creek, State's Ex. 3351 at OSU0005160; *see also* Daily Trans., 10105:7-20 (Grip Testimony), and the 12,900-acre Tenkiller Ferry Lake, State's Ex. 3351 at OSU0005174.

B. Plaintiffs filed a civil Complaint on June 13, 2005 alleging that Defendants degraded and impaired the lands, waters, and other natural resources of the IRW (the "IRW Lawsuit"). The Defendants do not admit any liability arising out of the transactions or occurrences alleged in the Complaint. On December 19, 2025, the United States District Court for the Northern District of Oklahoma entered judgment against Defendants (the "December 19, 2025 Judgment"). Defendants have noticed appeals from the December 19, 2025 Judgment as well as from a subsequent April 8, 2026 Order denying various motions seeking relief from the December 19, 2025 Judgment. Plaintiffs have noticed cross-appeals from the December 19, 2025 Judgment and the April 8, 2026 Order.²

C. The Plaintiffs and the Defendants (together, "Parties"; each singularly a "Party") have agreed to this settlement agreement ("Settlement") to resolve fully and finally all claims that were brought or could have been brought against the Defendants in the above-styled proceedings. It is the intention of the Parties that this Settlement will supersede and replace the December 19, 2025 Judgment as to the claims brought by Plaintiffs against Defendants, which the Parties will

² The cases on appeal as to the December 19, 2025 Judgment are currently pending in the U.S. Court of Appeals for the Tenth Circuit as Case Nos. 26-5000, -5001, -5002, -5003, -5004, -5005, and -5010 (collectively, the "Appeals"). The cases on appeal from the April 8, 2026 Order are Case Nos. 26-5039, 26-5043, 26-5044, 26-5045, and 26-5065. These appeals have all been consolidated by the 10th Circuit.

seek to have stayed and vacated, and in conjunction with which the Parties release all related claims and appeals, as fully set forth herein.

D. In entering this Settlement, the Attorney General is mindful of the record developed by the Court over many years of litigation, as well as facts outside of the court record. Specifically, the Attorney General has consulted with numerous stakeholders and considered the public interest including the impact of the December 19, 2025 Judgment on farming families, businesses that support family farms, cattlemen, and farming communities. . In entering this settlement, the Parties are mindful of and seeking to minimize litigation risk, in particular risk of an adverse decision on appeal. This Settlement provides guaranteed funding and support for remediation in Oklahoma. Taking all the foregoing into account, the Attorney General has determined that this Settlement best serves the public interest.

EFFECTIVE DATE

1. The effective date of this Settlement (the “Effective Date”) shall be July 10, 2026.

ENVIRONMENTAL RELIEF FUND AND MITIGATION

2. Within thirty (30) days of the Termination of the IRW Lawsuit (as defined in Paragraph 26), Defendants shall collectively pay \$41,671,000 (the “Environmental Relief Fund”) to the State of Oklahoma. The Defendants shall solely determine the apportionment of this obligation amongst themselves. The Environmental Relief Fund shall be used exclusively as follows: (a) for transfer to the Oklahoma Conservation Commission for the exclusive purpose of furthering, in accordance with Oklahoma law, environmental stewardship of Oklahoma’s scenic waterways, and (b) for payment of litigation fees and/or litigation expenses incurred by the State and/or its outside private attorneys in the IRW Lawsuit. The State and its agencies shall comply

with all applicable provisions of Oklahoma law, including but not limited to 74 O.S. § 18b(A)(12), in connection with the management and distribution of the Environmental Relief Fund.

3. No part of the Environmental Relief Fund shall constitute, nor shall it be construed as, or treated as constituting payment for penalties, fines, treble or multiple damages, forfeitures, or punitive recoveries.

4. In addition to the foregoing payment, Defendants will support the construction of riparian buffer strips in the IRW in the following manner:

- a. This undertaking applies to any Defendant contracting with any IRW Grower with land abutting Lake Tenkiller or a designated Scenic River in the IRW who continues to land apply poultry litter as permitted by this Settlement as of the Effective Date, and who is required by their state-issued nutrient management plan or voluntarily elects to install a vegetative riparian buffer on such lands.
- b. Each such Defendant agrees to fund (or obtain funding from a public or private source for) 50% of the costs to construct and install riparian buffer strips on such IRW Growers' farms in the areas adjacent to the fields where litter is applied or adjacent to the applicable water body, provided that (i) the proposed riparian buffer strip does not constitute a bio-security risk with respect to a Defendant's birds, (ii) the proposed riparian buffer strip meets the Defendant's contractual setback requirements, if any, and (iii) the total cost for construction of any individual riparian buffer strip does not exceed the greater of \$5,000 dollars per acre or \$100,000 in total. For avoidance of doubt, a Defendant's obligations under this provision are limited to riparian buffer strips located on land owned or controlled by the applicable IRW Grower or riparian owner, and a Defendant shall have no

obligation under this provision to fund or obtain funding for any easement, land dedication, land acquisition, or other property interest required to construct, install, access, or maintain a riparian buffer strip.

- c. Any riparian buffer strip constructed under this provision must be completed within three years of the Effective Date of this Settlement.
- d. Costs associated with ongoing maintenance and/or improvements beyond the initial construction and installation of the riparian vegetative buffers described above will not be included in a Defendant's financial obligation under this provision.

PENALTIES UNDER THE OKLAHOMA ENVIRONMENTAL QUALITY CODE

5. Within fourteen (14) days of the Effective Date, the below Defendants shall place into an escrow account (the "Penalty Fund") the following amounts:

- a. Cargill: \$60,000
- b. George's: \$10,000
- c. Tyson: \$190,000
- d. Cal-Maine: \$70,000
- e. Simmons: \$90,000

It is the intention of the Parties that Defendants' performance of their obligations under this Paragraph 5 shall qualify as having "satisfied" and "discharged" the penalties imposed upon Defendants under the December 19, 2025 Judgment within the meaning of Federal Rule of Civil Procedure 60(b). No more than (2) two days after the Penalty Fund is released from escrow and paid to the Oklahoma Department of Environmental Quality Revolving Fund consistent with Paragraph 6, the State shall provide written confirmation to such Defendant that it has satisfied and discharged its penalty obligation under the December 19, 2025 Judgment.

6. Two (2) days after Termination of the IRW Lawsuit, the Penalty Fund shall be released from escrow and paid to the Oklahoma Department of Environmental Quality Revolving Fund.³

7. For avoidance of doubt, the Penalties paid under the Oklahoma Environmental Quality Code detailed in Paragraphs 5 are separate from the payment to be made to the Environmental Relief Fund under Paragraph 2, the payments made to the Auditor Fund under Paragraph 15, and from any penalties that may be assessed due to non-compliance pursuant to Paragraphs 22-23.

POULTRY LITTER REMOVAL COMMITMENTS

8. During the Term, each individual Defendant will comply with the following obligations as to poultry litter generated from poultry houses owned or operated by that Defendant or by an independent Grower under contract with that Defendant that are physically located in the IRW (each an “IRW Grower” and collectively the “IRW Growers”)⁴:

³ See 27A Okla. Stat. § 2-3-504(G) (“Except as otherwise provided by law, administrative and civil penalties [for violations of the Oklahoma Environmental Quality Code] shall be paid into the Department of Environmental Quality Revolving Fund.”).

⁴ As of the date of this signing, Cargill certifies that no poultry houses in the IRW are owned or operated by Cargill or any producer under contract with Cargill. Any future obligations of Cargill beyond the initial payment into the Environmental Relief Fund, the initial payment into the Auditor Fund, and the initial payment into the Penalty Fund will be triggered upon Cargill resuming or commencing poultry growing operations in the IRW, either individually or through contract poultry growers. As of the date of this signing, Peterson certifies that no poultry houses in the IRW are owned or operated by Peterson or any producer under contract with Peterson. Any future obligations of Peterson beyond the initial payment into the Environmental Relief Fund and the initial payment into the Auditor Fund will be triggered upon Peterson or a Peterson Successor resuming or commencing poultry growing operations in the IRW, either individually or through contract poultry growers. A Peterson Successor is defined as any entity formed or owned in whole or in part by one or more of the officers and/or shareholders of Peterson at the time of its dissolution.

Time Period	Litter Removal Commitments
Years 1 & 2	No more than 40% of litter removed each year from poultry houses of each Defendant’s IRW Growers will be land applied to soils located within either the Oklahoma or Arkansas portions of the IRW. None of the litter exported from the IRW to meet the foregoing requirement may be land applied to soils located within the Oklahoma portion of any Oklahoma Nutrient Sensitive Watershed (“ONSW”) defined below.⁵
Years 3 & 4	No more than 30% of litter removed each year from poultry houses of each Defendant’s IRW Growers will be land applied to soils located within either the Oklahoma or Arkansas portions of the IRW. None of the litter exported from the IRW to meet the foregoing requirement may be land applied to soils located within the Oklahoma portion of any ONSW.
Years 5, 6 & 7	No more than 20% of litter removed each year from poultry houses of each Defendant’s IRW Growers will be land applied to soils located within either the Oklahoma or Arkansas portions of the IRW. None of the litter exported from the IRW to meet the foregoing requirement may be land applied to soils located within the Oklahoma portion of any ONSW.

- a. “Oklahoma Nutrient Sensitive Watershed” (each an “ONSW” and collectively the “ONSWs”) means those watersheds shown in the map in Attachment A. The watersheds shown in the map in Attachment A each include a waterbody listed on the 2022 Oklahoma 303(d) List of Impaired Waters⁶, whereby the waterbody is

⁵ Neither this provision, nor any other provision in this Settlement, allows for, or should be construed as allowing for, non-compliance with any and all applicable laws, regulations, rules, court orders, and judgments.

⁶ The 2022 Oklahoma 303(d) List of Impaired Waters is Appendix C of the 2022 Integrated Report on Water Quality in Oklahoma. Appendix C is available at https://oklahoma.gov/content/dam/ok/en/deq/documents/water-division/OK_2022-Appendix-C-Final.pdf.

impaired for nutrient-related causes including nitrogen, phosphorus, low dissolved oxygen in lakes, or high chlorophyll-a concentrations.

- b. For purposes of the foregoing litter removal commitments, “Year 1” shall be the twelve (12) month period commencing on the first day of the first month following the Effective Date, and each subsequent year shall commence on the one-year anniversary and end twelve (12) months thereafter.
- c. For compliance purposes the percentages in the table above shall be based on the weight of litter removed each year from the houses of the IRW Growers. If the weight of a load of litter removed from a house of an IRW Grower cannot be reasonably determined using a scale, such litter will not be land applied in the IRW or in the Oklahoma portion of any other ONSW, and such litter will not be included in calculations for showing a Defendant’s compliance, or non-compliance, with the litter removal commitments of this Paragraph 8.
- d. For the calculations for showing a Defendant’s compliance with the litter removal commitments of this Paragraph 8, the weight of the litter removed from a house of an IRW Grower is the weight of the litter at the time the litter is removed from the farm, or applied to land on the farm.
- e. Poultry litter removed from a house and stored temporarily in a covered litter shed or stacking shed or in any other manner allowed by state law shall not be considered “removed” for purposes of the foregoing commitments unless and until such stored litter is subsequently hauled away from the farm or land applied to soils in a manner compliant with this Settlement and all applicable laws, rules, and regulations.
- f. The litter removal commitments described for “Years 5, 6 & 7” in the table above

may be extended by mutual written agreement of the Parties.

- g. For avoidance of doubt, Defendants acknowledge that each Defendant is individually responsible for meeting its litter removal commitment, consistent with the terms of this settlement, and satisfaction of each Defendant's litter removal commitments remains that Defendant's obligation, not the obligation of any other Defendant or of any IRW Growers.

9. Within ninety (90) days of the Effective Date, each Defendant (except Cargill and Peterson) shall report to the Auditor (defined hereinafter) and the Plaintiffs a good faith estimate of the volume of poultry litter from IRW Growers applied to soils located within the IRW during the three full years immediately preceding December 19, 2025, the date the Judgment was entered (each a "Three-Year Average") and will promptly respond to any objections or reasonable inquiries by the Plaintiffs as to the reported Three-Year Average. Any objections to a Defendant's reported Three-Year Average not resolved by mutual agreement will be subject to a binding determination of the Auditor. In no event will the amount of poultry litter associated with any individual Defendant and land applied to soils located within the IRW for any year within the Term of this Settlement exceed that Defendant's Three-Year Average.

10. Each Defendant incurring litter removal commitments under this Settlement shall undertake those commitments itself and/or shall take reasonable steps to ensure that its IRW Growers have access to the equipment or other resources necessary to meet the litter removal commitment.

11. For any given year, a Defendant may meet its litter removal commitment by arranging to remove from the IRW litter generated on poultry farms operated by or contracted to another Defendant (provided that in such instance only volumes in excess of the other Defendant's

own litter removal commitment for that year can be counted toward the alternative compliance method available under this Paragraph 11).

12. Provided that a Defendant complies with the litter removal commitments described in Paragraph 8, the State will not bring any claim, alleging or asserting that such Defendant is liable for contamination (through any known or reasonably discoverable constituents of poultry litter as of the Effective Date) to the land, surface waters or groundwaters within the IRW including Lake Tenkiller, arising from or relating to poultry litter generated by current or former IRW Growers. The foregoing covenant not to sue shall apply for the duration of the Term specified in Paragraph 41 and any extension periods agreed to by the Parties.

13. For avoidance of doubt, the handling, transportation, and application of poultry litter anywhere in the State of Oklahoma, including within the IRW, during and after the Term of this Settlement, remains subject to all state litter management laws and regulations as amended from time to time, including laws and regulations requiring adherence to state-issued nutrient management plans.

AUDITOR

14. Within sixty (60) days after the Effective Date, the parties will jointly engage Scott Stoodley (the “Auditor”) to audit Defendants’ compliance with their litter removal commitments. The Parties agree that, except for claims of fraud, the Auditor shall be immune from any claim by any Defendant in his professional or personal capacity arising from his conduct under this Settlement. Any and all disputes arising from the Auditor’s duties under this Settlement shall be resolved as among the Parties. In the event Mr. Stoodley declines to serve or is unable to serve for the entire Term of this Settlement, the Parties shall confer in good faith to select a replacement Auditor of similar qualifications to Mr. Stoodley. Any dispute over Auditor succession may be

submitted to arbitration pursuant to Paragraphs 42-44 below.

15. Within sixty (60) days of the Effective Date, the following Defendants shall deposit the following amounts into an escrow account (the “Auditor Fund”) to be used to pay for the services and/or expenses of the Auditor under this Settlement.

- a. Cargill: \$325,000
- b. George’s: \$250,000
- c. Peterson: \$50,000
- d. Tyson: \$950,000
- e. Cal-Maine: \$150,000
- f. Simmons: \$175,000

16. The State shall establish a payment schedule for the Auditor and approve any disbursements from the Auditor Fund to the Auditor. Defendants’ financial obligations for cost of the Auditor shall be fully and finally satisfied through the payments required under Paragraph 15 regardless of the actual cost of the Auditor. Once the Auditor Fund established under Paragraph 15 is exhausted, the State shall be responsible for funding any further auditing activities under this Settlement, including by using funds obtained from other sources. Any surplus or balance remaining in the Auditor Fund as of the termination of this Settlement shall be added to the Environmental Relief Fund established under Paragraph 2.

17. For avoidance of doubt, the payments made under Paragraph 15 are separate from the payment made to the Environmental Relief Fund under Paragraph 2, the Penalties paid under the Oklahoma Environmental Quality Code under Paragraph 5, and from any penalties that may be assessed due to non-compliance pursuant to Paragraphs 22-23.

18. Within sixty (60) days of the conclusion of each year included in the table in

Paragraph 8, the Defendants shall certify under oath compliance with the applicable litter removal commitments set forth in Paragraph 8 and provide the Auditor with business records and supporting documentation sufficient to substantiate such compliance.⁷ Each Defendant shall cooperate with all reasonable requests by the Auditor to obtain and/or inspect records of that Defendant, its IRW Growers, and/or the haulers or other persons removing litter from the farms of IRW Growers to the extent necessary to monitor compliance with the foregoing litter removal commitments.

19. If the Auditor believes that additional information is needed to assess a Defendant's compliance with its litter removal obligations, or the Auditor wishes to conduct an onsite inspection, the Auditor shall request that information or access from that Defendant, demonstrating why the same is necessary to evaluate compliance with the applicable litter removal commitment.

20. If a Defendant fails to provide the requested information or access to the Auditor's satisfaction, he may refer the dispute to the Oklahoma Attorney General, who may refer the dispute to binding arbitration pursuant to Paragraphs 42-44.

21. If the Auditor believes that a Defendant has Materially failed to meet its litter removal commitment for a given year, the Auditor shall provide written notice of the alleged deficiency to such Defendant and the Oklahoma Attorney General. "Material" in this context shall mean that a Defendant failed to meet an applicable litter removal restriction by more than five

⁷ Any Defendant (other than Peterson Farms) that does not have any IRW Growers during the relevant time period, shall satisfy the obligations of Paragraph 8 by certifying in writing that it did not have any IRW Growers during the relevant time period. Peterson Farms or any Peterson Successor shall become subject to this requirement upon any of them entering the business of poultry production, which includes growing poultry, either through its own operations or those of contract growers.

percent (5%).⁸ During the sixty-day period after providing notice, the Auditor shall make himself reasonably available to meet with the Defendant and the Oklahoma Attorney General to discuss the substance of the alleged violation, including but not limited to the reason(s) for the Auditor's belief that the Defendant is in violation, and the Auditor shall consider in good faith any additional evidence or arguments that the Defendant chooses to submit to demonstrate its compliance with its obligations and any additional evidence or arguments that the State chooses to submit to demonstrate non-compliance.

22. If, after considering any additional evidence or arguments presented, the Auditor concludes that a Material violation of the Defendant's litter removal obligation has occurred, then the Defendant will make a one-time payment to the Auditor Fund equal to the sum of (1) \$10,000 plus (2) \$30/ton for each ton of litter that produced the violation.⁹

23. If the Defendant disputes the existence of a Material violation of its litter removal obligation or the calculation of a penalty amount, and the State insists on its payment, the Defendant may within 30 days initiate arbitration pursuant to Paragraphs 42-44. The Defendant shall pay any undisputed amount prior to initiating arbitration but may withhold payment of any disputed amount until thirty (30) days after a final determination is made by the arbitrator without incurring any interest or further penalty provided the arbitrator determines that the dispute was instituted in good faith. If the arbitrator determines that the dispute was not instituted in good

⁸ By way of illustration only, during Year 1, if 100,000 tons of litter was removed from the houses of the IRW Growers of a Defendant, and more than 42,000 tons of such litter was land applied in the IRW, in the Oklahoma portion of any ONSW or ONSWs, or in any combination of the IRW and the Oklahoma portion of any ONSW or ONSWs, then the Defendant would have Materially failed to meet the litter removal restrictions of Paragraph 8.

⁹ By way of an illustration only, if 5,000 tons of litter more than was permitted under Paragraph 8 was land applied in the IRW, then the stipulated penalty for that litter removal violation would be \$160,000 computed as follows: \$10,000 + (5,000 tons x \$30).

faith, the Defendant shall pay an additional one-time \$10,000 penalty to the Auditor Fund.

24. The Auditor shall annually prepare a report describing the Defendants' compliance with the litter removal commitments including any Material violation of the litter removal commitments and any penalty demands. Such reports shall be delivered to the Oklahoma Attorney General. The annual reports required under this Paragraph 24 shall be treated by the State as public records to the extent permitted by applicable law. To protect the privacy of third parties, the reports shall not contain information specifically identifying the name or location of poultry farms, land application sites, or landowners of such sites.

RELEASE OF JUDGMENT, WAIVER & DISMISSAL OF APPEALS

25. Concurrent with the execution of this Settlement, Plaintiffs shall execute a full and final release of the December 19, 2025 Judgment, substantially in the form of Attachment B, hereto. It is the intention of the Parties that this release shall qualify as a "release" within the meaning of Federal Rule of Civil Procedure 60(b).

26. Following the Effective Date, the Parties shall cooperate, as necessary and appropriate, in securing Termination of the IRW Lawsuit, meaning, as to the claims brought by Plaintiffs against Defendants, both (i) vacatur of the December 19, 2025 Judgment and (ii) dismissal with prejudice of Plaintiffs' claims against Defendants in the IRW Lawsuit. The Parties' cooperation under this Paragraph 26 shall include the following:

- a. No later than July 10, 2026, the Parties shall advise the Tenth Circuit Mediator of this Settlement and seek a consensual 30-day extension of all appellate briefing obligations.
- b. No later than July 15, 2026, the Parties shall jointly file a motion in the Tenth Circuit seeking at least the following relief: (i) a stay of the December 19, 2025 Judgment

pending the completion of all appeals in the IRW Lawsuit, and (ii) vacatur of the December 19, 2025 Judgment given this Settlement. The Parties shall work in good faith to support this motion and to obtain promptly the relief requested.

- c. If the Tenth Circuit does not vacate the December 19, 2025 Judgment upon the Parties' joint motion, then (i) if the Tenth Circuit does not remand, the Parties shall jointly file a motion in the district court seeking an indicative ruling under Federal Rule of Civil Procedure 62.1 that the district court would vacate its December 19, 2025 Judgment pursuant to Federal Rule of Civil Procedure 60(b) if it were remanded from the Tenth Circuit, and (ii) if the Tenth Circuit remands the case, the Parties shall jointly file a motion in the district court seeking to vacate its December 19, 2025 Judgment pursuant to Federal Rule of Civil Procedure 60(b). The Parties shall jointly request expedited consideration of any motion filed under this subparagraph and shall work in good faith to support this motion and to obtain promptly the relief requested.
- d. If a motion described in Paragraph 26(c)(i) is granted, the Parties shall promptly and jointly move the Tenth Circuit for immediate issuance of the mandate. The Parties shall work in good faith to support this motion and to obtain promptly the relief requested.
- e. If the motion described in Paragraph 26(c)(i) is granted, upon issuance of the mandate, the Parties shall promptly and jointly move the district court for relief from the December 19, 2025 Judgment under Federal Rule of Civil Procedure 60(b). The Parties shall work in good faith to support this motion and to obtain promptly the relief requested.

- f. If the motion described in Paragraph 26(b)(ii), Paragraph 26(c)(ii), or Paragraph 26(e) is granted, as soon as the district court obtains jurisdiction, the Parties shall promptly and jointly file a stipulation of dismissal with prejudice of the State's claims against Defendants in the IRW Lawsuit pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
- g. The Parties shall work in good faith to develop strategies and make additional submissions consistent with their mutual goal of obtaining a 30-day consensual extension of all appellate briefing obligations in the Tenth Circuit, obtaining a stay of the December 19, 2025 Judgment pending appeal, obtaining vacatur of the December 19, 2025 Judgment in light of this Settlement, and obtaining a final judgment dismissing with prejudice the claims brought by the State against Defendants in the IRW Lawsuit.

27. Contingent on Termination of the IRW Lawsuit, the Parties waive any right they may have to appeal as to each other from the December 19, 2025 Judgment, the April 8, 2026 Order (Doc. No. 3300), and any other decisions of the district court preceding Termination of the IRW Lawsuit. Within 2 days of Termination of the IRW Lawsuit, the Parties will voluntarily dismiss all pending notices of appeal relating to the IRW Lawsuit.

28. The Parties agree to work together in good faith to implement the terms of this Settlement and to oppose any efforts by others who are not Parties to this Settlement to challenge it. The Parties also agree to make best efforts to encourage third parties to support the terms and intent of this Settlement. The Parties agree to work together cooperatively to support the aims of the Settlement by encouraging engagement with stakeholders and participation in educational programs to increase the likelihood of implementation of practices that reduce the impact of excess

phosphorus in the IRW.

29. In the event the Parties are unsuccessful in securing Termination of the IRW Lawsuit, either because the district court and the Tenth Circuit deny the Parties' motions to vacate the December 19, 2025 Judgment or because more than six months has elapsed after the Effective Date without any court having issued an order vacating the December 19, 2025 Judgment, then the funds placed in escrow pursuant to Paragraphs 5 and 15 shall revert to Defendants, and this Settlement shall not be enforceable by any Party against any other Party. To the extent that any Defendant has already undertaken, during the time period between the Effective Date and the earlier of the denial of the motions or six month after the Effective Date, an obligation under this Settlement that is not revocable, that undertaking shall be treated as credit toward the addressing of any corresponding obligation under the December 19, 2025 Judgment.

30. Each Party agrees to not assert any other Party's commitments in this Settlement in support of or opposition to any appeal challenging the validity or legality of the December 19, 2025 Judgment.

GENERAL RELEASES

31. As of the Effective Date, the State, on behalf of itself and all officers, agencies, divisions, subdivisions, departments, and persons acting or claiming to act on its behalf, including but not limited to the Secretary (the "Releasing Parties"), shall and does fully, finally, and forever release, relinquish and discharge the Defendants together with any and all their past and current direct and indirect, corporate parents (including holding companies), owners, subsidiaries, affiliates, departments, divisions, joint ventures, predecessors, and successors, and each of their respective past and current, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, employees, attorneys, equity holders, agents,

beneficiaries, executors, insurers, advisors, assigns, heirs, legal or other representatives, only in his/her/its capacity on behalf of a Defendant (the “Released Parties”) from any and all manner of claims, demands, actions, suits or causes of action, that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, losses, damages, and the consequences thereof that have been asserted, or could have been asserted, under federal or state law in any way arising out of or relating in any way to the conduct alleged or that could have been alleged in the case as it concerns poultry litter in the Illinois River Watershed, any waterways, groundwater or waters of the State in the Illinois River Watershed, and/or Lake Tenkiller (the “Released Claims”). For avoidance of doubt, the Parties agree that all liabilities and obligations of the Released Parties as defined in this Settlement under the provisions of the December 19, 2025 Judgment are Released Claims for purposes of this Settlement. The Releasing Parties further agree that they will not file, or encourage others to file or pursue, any claim against the Released Parties arising out of, or relating to, the Released Claims. However, in the event a non-party to this Settlement files or pursues any claim against the Released Parties arising out of, or relating to, the Released Claims, the State reserves any and all rights to intervene or take other actions necessary to protect the State’s interests provided that any such advocacy by the State is not inconsistent with this Settlement. For the avoidance of doubt, the State’s reservation of rights includes the right to file a motion to intervene, at the State’s sole discretion, in any and all cases where the State is implicated as a necessary party.

32. As of the Effective Date, each Defendant, on behalf of itself and all of its past and current direct and indirect corporate parents (including holding companies), owners, subsidiaries, affiliates, departments, divisions, joint ventures, predecessors, and successors, and each of their

respective past and current, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, employees, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, and legal or other representatives (the “Defendant Releasing Parties”), shall and does fully, finally, and forever release, relinquish and discharge the State, the Secretary, and the other Releasing Parties, together with each of their respective past and current officers, agencies, divisions, subdivisions, departments, employees, attorneys, agents, and representatives, only in his/her/its capacity on behalf of the State (the “State Released Parties”), from any and all manner of claims, demands, actions, suits or causes of action, whether at law or in equity, that the Defendant Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, losses, damages, and the consequences thereof that have been asserted, or could have been asserted, under federal or state law in any way arising out of or relating in any way to the Released Claims, the IRW Lawsuit, this Settlement, or the December 19, 2025 Judgment, including without limitation any claim for breach of contract, contribution, indemnity, reimbursement, or reservation of rights arising out of or relating to any of the foregoing (collectively, the “Defendant Released Claims”). The Defendant Releasing Parties further agree that they will not file, or encourage others to file or pursue, any claim against the State Released Parties arising out of, or relating to, the Defendant Released Claims.

33. It is the express intention of the State to reserve any rights, claims or causes of action that the State may have against any person other than the Released Parties but to release fully and completely the Released Parties. It is specifically intended that the Released Parties are, and shall be, to the extent permitted by law, released with respect to any liability or alleged liability

as a joint tortfeasor regarding the Released Claims. The State agrees and intends that this Settlement shall also release any and all claims for damages to the extent of any several share of fault for which contribution might otherwise be had against the Released Parties regarding the Released Claims.

34. The Released Parties agree not to use this Settlement as the reason or basis for any decision not to renew or extend contracts with IRW Growers. Notwithstanding the preceding sentence, nothing in this Settlement obligates the Released Parties to renew or extend any contract with any particular IRW Growers.

35. Contingent upon Termination of the IRW Lawsuit, all claims asserted in relation to this action by any Defendant against any third party defendant, including the City of Tahlequah and the City of Westville, currently severed and pending in Case No. 06-cv-503-GFK-SH (N.D. Okla.), shall be dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A). Defendants will make all necessary court filings to effectuate this dismissal in all related pending actions.

36. As of the Effective Date, the State further covenants and agrees that it will not assert any Released Claim against any independent contract grower that is currently, or has been during the pendency of the IRW Lawsuit, under contract with any Defendant to care for poultry in the IRW.

37. Contingent upon Termination of the IRW Lawsuit, each Defendant, on behalf of itself and all officers, agencies, divisions, subdivisions, departments, and persons acting or claiming to act on its behalf, shall fully, finally, and forever release, relinquish and discharge each independent contract grower that is currently, or has been during the pendency of the IRW Lawsuit, under contract with such Defendant from any and all manner of claims, demands, actions, suits or

causes of action, seeking indemnification for any fees, costs or expenses paid by such Defendant in connection with the IRW Lawsuit, including but not limited to any funds paid by such Defendant pursuant to this Settlement.

ATTORNEYS' FEES AND COSTS

38. All Parties waive and release any right available to such Party to seek to recover its attorneys' fees, costs and expenses incurred in connection with this lawsuit from any other Party.

39. The State reserves the right, if necessary, to petition the Court for a determination of the costs and fees owed by the State to the outside or private counsel representing the State in this litigation as a result of this Settlement.

40. For the avoidance of doubt, the Parties agree that Defendants' liability for any award or determination by the Court for costs or attorneys' fees, whether based upon work performed by private or outside attorneys or by attorneys who are current or former employees of the State, has been fully satisfied and released under the terms of this Settlement. For the avoidance of doubt, the Parties agree that the State's liability for any award or determination by the Court for costs or attorneys' fees, whether based upon work performed by private or outside attorneys or by attorneys who are current or former employees of a Defendant or Defendants, has been fully satisfied and released under the terms of this Settlement.

TERM

41. The Term of this Settlement shall be seven (7) years from the Effective Date ("Term").

DISPUTE RESOLUTION

42. Any dispute arising under this Settlement (excluding disputes as to a Defendant's Three-Year Average under Paragraph 9) shall be referred to binding arbitration pursuant to the

rules of the American Arbitration Association (“AAA”).

43. The arbitration shall be conducted by a single arbitrator appointed by the AAA, who shall be a former federal or state judge or magistrate not from Oklahoma or Arkansas, and who satisfies the AAA’s conflict of interest rules. The arbitrator shall be appointed promptly following the submission of the dispute.

44. The arbitration shall be conducted on an expedited basis. Ten (10) days following appointment of the arbitrator each Party shall submit its case in a brief not to exceed ten (10) pages and supporting exhibits. Seven (7) days later, each Party may submit a Reply brief of no more than five (5) pages. The arbitrator may hold a hearing in his or her sole discretion, which may be conducted remotely. The arbitrator shall render a decision within thirty (30) days of the submission of reply briefs, or fifteen (15) days after a hearing if one is held, such decision being final and binding.

NOTICE & CORRESPONDENCE

45. Any notice, report, or other communication required or permitted under this Settlement shall be in writing and shall be deemed to have been duly given when: (i) mailed by United States registered or certified mail, return receipt requested; (ii) mailed by overnight express mail or deposited for delivery with any other nationally recognized overnight or same-day delivery service; (iii) sent as a PDF attachment to electronic mail; or (iv) delivered in person, to the Parties at the following addresses:

To Plaintiffs:

Gentner Drummond, OBA #16645
Amie Ely, OBA #35840
Garry M. Gaskins, II, OBA #20212
Jennifer L. Lewis, OBA #32819
Oklahoma Office of Attorney General
313 NE 21st Street

Oklahoma City, OK 73105
(405) 521-3921
gentner.drummond@oag.ok.gov
amie.ely@oag.ok.gov
garry.gaskins@oag.ok.gov
jennifer.lewis@oag.ok.gov
IRW-poultry-settlement@oag.ok.gov

To Tyson:

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-and-

John M. Tanski
Stuart L. Spencer
Katherine A. Clements
Wesley W. Wiechman
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stuart.spencer@tyson.com
katherine.clements@tyson.com
wesley.wiechman@tyson.com

To Cargill:

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Wichita, KS 67202
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brian_sheern@cargill.com

To: George's:

George's, Inc.
Attn: Legal Department
P.O. Box 2030

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legal@georgesinc.com

To Peterson:

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2651 N Peabody Pl
Fayetteville, AR 72704
blakeevans@gmail.com

To Cal-Maine:

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Justin T. Hiersche
McAfee & Taft P.C.
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Oklahoma City, OK 73102
(405) 552-2356
Christopher.scaperlanda@
mcafeetaft.com

To Simmons:

Simmons Foods, Inc.
Attn: General Counsel
601 N. Hico St.
Siloam Springs, AR 72761
generalcounsel@simfoods.com

A Party may change the names or addresses where notice is to be given by providing notice to the other Parties of such change in accordance with this Paragraph 45.

PAYMENT DELIVERY, ESCROW & TAX REPORTING

46. Payments to the State shall be made payable to “State of Oklahoma” and delivered to:

Oklahoma Office of the Attorney General
Attn: Finance
313 NE 21st Street
Oklahoma City, OK 73105

47. Payments to the Oklahoma Department of Environmental Quality Revolving

Fund shall be made payable to “Oklahoma Department of Environmental Quality” and delivered to:

Oklahoma Department of Environmental Quality
Attn: Finance
P.O. Box 1677
Oklahoma City, OK 73101-1677

48. The State shall be responsible for arranging for the creation of the escrow accounts contemplated by Paragraphs 5 and 15. The State shall appoint a federally-chartered or state-chartered financial institution as escrow agent for such escrow accounts. The State shall provide payment instructions for such escrow accounts to Defendants not fewer than ten (10) days before payment is due.

49. The State shall issue timely and accurate IRS Forms 1098-F to Cal-Maine, Cargill, George’s, Peterson, Simmons, and Tyson for the payments made by each pursuant to this Settlement, as required by law.

AUTHORITY, SCOPE & EFFECT OF SETTLEMENT

50. Each Undersigned signatory certifies that he or she is fully authorized to enter into this Settlement and to execute and legally bind such Party to this document.

51. The Parties have read and understand this Settlement and enter into it voluntarily, each having been advised by their undersigned counsel of the meaning and effect of each provision of this Settlement.

52. This Settlement shall not be used against the Defendants as evidence of liability, fault, or wrongdoing in any proceeding, and shall not have collateral estoppel or res judicata effect as to issues not expressly resolved herein.

53. This Settlement, and the remedial and monetary obligations thereunder, address only the acts or omissions of the Defendants as alleged in the Complaint, and do not address the

alleged acts and omissions of any other person or entity.

54. This Settlement has been negotiated by the Parties at arms-length and in good faith and the terms memorialized herein are intended to avoid further prolonged and complex litigation and appeal between the Parties. No Party shall be considered the drafter of this Settlement or any of its provisions for the purpose of any statute, case law, rule of interpretation or rule of construction that would or might cause any provision to be construed against the drafter of this Settlement.

55. This Settlement shall be governed by the laws of the State of Oklahoma without regard to conflicts of laws principles.

56. This Settlement may be modified or amended only by an agreement in writing executed by authorized representatives all Parties.

57. The failure by any Party hereto to insist upon strict performance of any of the terms or conditions of this Settlement shall not be deemed a waiver of any of the rights or remedies that such Party may have and shall not be deemed a waiver of any subsequent breach or default. To be effective, any waiver with regard to this Settlement must be in writing and signed by an authorized representative of the Party granting the waiver, and any such waiver shall apply only to the matter or instance specifically waived.

58. This Settlement may be executed in counterparts, including by facsimile or electronic transmission, and when each Party has signed and delivered (including without limitation, by facsimile or electronic transmission) at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute the Settlement which shall be binding upon and effective in accordance with its terms as to all Parties.

59. This Settlement shall be binding upon, and inure to the benefit of, the Parties' successors and assigns.

60. This Settlement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to this matter, and the Parties acknowledge that there are no representations, agreements, or understandings relating to the Settlement other than those expressly set forth herein.

[SIGNATURE PAGES FOLLOW]

State of Oklahoma and the Oklahoma Secretary of Energy and Environment

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First Assistant Attorney General

GARRY M. GASKINS, II, OBA #20212

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Cynthia Solomon, admitted *pro hac vice*

Kristin Hermiz, admitted *pro hac vice*

Madeline Becker, admitted *pro hac vice*

Motley Rice LLC

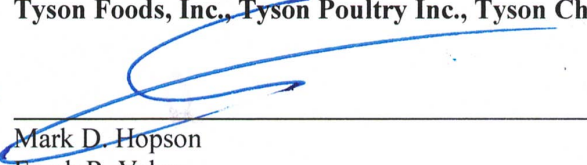
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Mount Pleasant, SC 29464

(843) 216-9186

Counsel for Plaintiffs

Tyson Foods, Inc., Tyson Poultry Inc., Tyson Chicken, Inc., and Cobb-Vantress Inc.

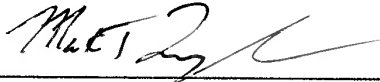


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Cargill, Inc. and Cargill Turkey Production, LLC



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Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center, 90 South Seventh Street
Minneapolis, Minnesota 55402, USA

On Behalf of the Defendants,
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George's, Inc. and George's Farms, Inc.



Robert George, OBA #18562
Georges, Inc.
402 W. Robinson Ave.
Springdale, AR 73764
(479) 927-7249

And

K.C. Dupps Tucker
Kristy Boehler
The Law Group of Northwest Arkansas LLP
1830 Shelby Lane
Fayetteville, AR 72704

And

Perry L. Glantz
Stinson LLP
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Denver, CO 80202
(303) 376-8410

And

Clinton Derek Russell
Taylor Foster Law Firm
P.O. Box 309
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(918) 343-4100

On Behalf of the Defendants,
George's, Inc. and George's Farms, Inc.

Peterson Farms, Inc.



Blake Evans

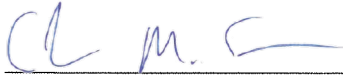
(for purposes of winding down the affairs of dissolved Peterson Farms, Inc. pursuant to Arkansas Statute Section 4-26-1104)

Counsel for Peterson Farms, Inc.



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Cal-Maine Foods, Inc.



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Simmons Foods, Inc.

A handwritten signature in blue ink, appearing to read "John Elrod", is written over a horizontal line.

John Elrod

Vicki Bronson

Spencer Fane LLP

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Fayetteville, AR 72703

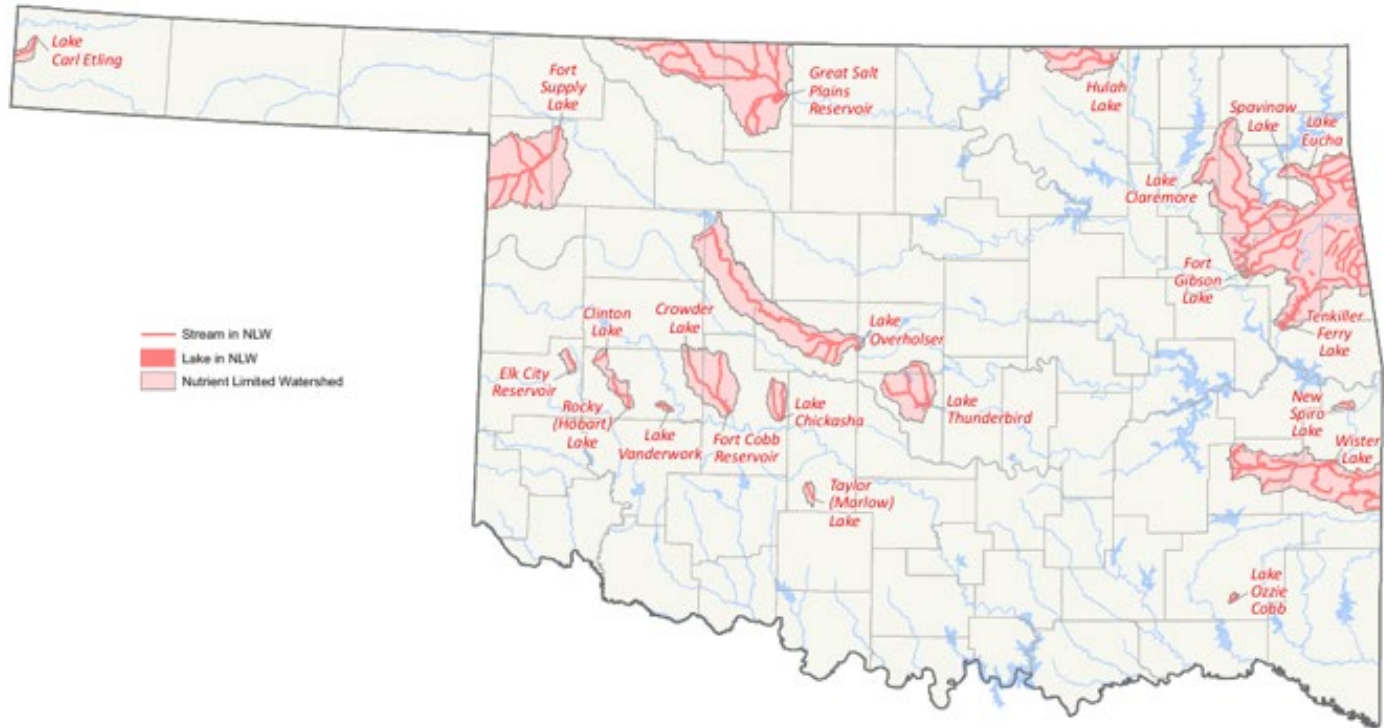
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ATTACHMENT A

Nutrient Limited Watersheds (NLW)



Source: https://www.owrb.ok.gov/maps/pdf_map/Nutrient_Limited_Watersheds.pdf (July 9, 2026)

ATTACHMENT B

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

STATE OF OKLAHOMA, *et al.*

Plaintiffs,

vs.

Case No. 05-CV-0329-GKF-SH

TYSON FOODS, INC., *et al.*

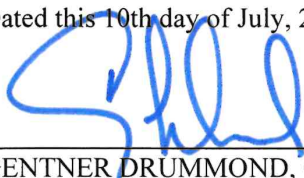
Defendants.

PLAINTIFFS' RELEASE OF DEFENDANTS

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the State of Oklahoma, acting by and through Gentner Drummond, its duly elected Attorney General, on behalf of itself and all officers, agencies, divisions, subdivisions, departments, and persons acting or claiming to act on its behalf, including but not limited to the Oklahoma Secretary of Energy & Environment (the "Releasing Parties"), shall and does fully, finally, and forever release, relinquish and discharge Cal-Maine Foods, Inc.; Cargill Incorporated; Cargill Turkey Production, LLC; Cobb-Vantress, Inc.; George's, Inc.; George's Farms, Inc.; Peterson Farms, Inc.; Simmons Foods, Inc.; Tyson Chicken, Inc.; Tyson Foods, Inc.; and Tyson Poultry, Inc. (the "Defendants"), together with any and all Defendants' past and current direct and indirect, corporate parents (including holding companies), owners, subsidiaries, affiliates, departments, divisions, joint ventures, predecessors, and successors, and each of their respective past and current, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, employees, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, legal or other representatives, only in his/her/its

capacity on behalf of a Defendant (the “Released Parties”) from any and all manner of claims, demands, actions, suits or causes of action, that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, losses, damages, and the consequences thereof that have been asserted, or could have been asserted, under federal or state law in any way arising out of or relating in any way to the conduct alleged or that could have been alleged in the above-captioned case as it concerns poultry litter in the Illinois River Watershed, any waterways, groundwater or waters of the State in the Illinois River Watershed, and/or Lake Tenkiller (the “Released Claims”). For avoidance of doubt, the State and Defendants agree that all liabilities and obligations of the Released Parties under the provisions of the December 19, 2025 Judgment of the United States District Court for the Northern District of Oklahoma in the above-captioned case are Released Claims for purposes of this Release.

Dated this 10th day of July, 2026.



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September 23, 2026

Respectfully submitted,

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Counsel for Cargill, Inc. and Cargill Turkey Production, LLC

CERTIFICATE OF SERVICE

I certify that on September 23, 2026, I caused this addendum to be filed with the Clerk
of Court through CM/ECF, which will serve copies on all registered counsel.

/s/ Gordon D. Todd
Gordon D. Todd