

Details of Noble's behavioural remedy proposal

1. Draw up list of Stonegate producers at the date of the undertaking specifying average weekly production volumes by egg type. Arbitrator or Monitoring Trustee validates volumes. Deans agrees not to seek to contract existing Stonegate producers.
2. Retailer A wishes to switch 4,000 cpw at Newtown depot to Packer X (2,000 cage, 1,500 free range, 300 organic, 200 barn) and agrees terms subject to Packer X securing supply of eggs.
3. Packer X has 2,000 cpw of spare cage, but needs 1,500 cpw free range, 300 cpw organic and 200 cpw barn.
4. Packer X contacts known Stonegate producers (or advertises).
5. Packer X successfully agrees with a number of producers with the required volumes to give notice under their contracts (copied to Stonegate) and confirms this to Retailer A. In the case of large producers, notice is given in respect of specific flocks.
6. Retailer A gives Noble three months' notice of intention to switch 4,000 cases.
7. Packer X consolidates the producer notices and sends them to Noble to verify volumes against Retailer A's notice. Volumes appear to exceed Retailer A's requirements very slightly.
8. Noble refers it to the arbitrator.
9. Arbitrator decides within one week that the excess volumes are negligible. Notices become effective and producers are removed from the list and transferred to Packer X to coincide with start of supply to Newtown depot.
10. Noble agrees not to solicit producers who have switched for two years. If producers who have switched start supplying Stonegate again subsequently, Noble reinstates them on the list of Stonegate producers.