UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE TURKEY ANTITRUST LITIGATION This Document Relates To: *Direct Purchaser Plaintiff Actions*	Civil Action No. 19-cv-08318 Hon. Sunil R. Harjani Hon. Keri L. Holleb Hotaling

DIRECT PURCHASER PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH DEFENDANT BUTTERBALL, LLC, APPROVAL OF THE MANNER AND FORM OF CLASS NOTICE PLAN, AND RELATED RELIEF

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I. INTRODUCTION

Direct Purchaser Plaintiffs ("DPPs") have reached a settlement agreement (the "Settlement" or "Settlement Agreement") with Defendant Butterball, LLC ("Butterball") on behalf of the direct purchaser litigation class certified by the Court (the "Certified Class").[1] Under the Settlement Agreement, Butterball will pay $34 million to the benefit of the Certified Class. (Declaration of Brian D. Clark ("Clark Decl.") ¶ 7.) The $34 million from the Butterball Settlement is in addition to the $96.7 million from DPPs' previous settlements, bringing total recoveries to approximately $130.7 million for the Certified Class. (*Id.* ¶ 5.) These recoveries provide significant monetary relief and support approval of the Butterball Settlement.

DPPs respectfully ask the Court to enter an order that: (1) grants preliminary approval of the Butterball Settlement; (2) approves the claims process for the settlement funds for the Certified Class[2]; (3) approves the proposed Class Notice Plan informing the Certified Class of this Settlement, the Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue settlements already preliminarily approved (ECF Nos. 1799, 1902), and the pending JOTS settlement (ECF No. 1936) (collectively, "the Settlements" or "the Settlement Agreements"); (4) approves the schedule for

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[1] The Butterball settlement agreement is attached as **Exhibit A** to the Declaration of Brian D. Clark. Capitalized terms in this memorandum are defined in the Settlement Agreement.

[2] Distribution will include proceeds from the Farbest Foods and Cooper Farms settlements (final approval at ECF No. 1355, distribution of $1,687,500 (each) deferred, *see* ECF No. 1334), Prestage and House of Raeford settlement (preliminary approval hearing on July 30, 2026, ECF No. 1901, distribution of $15,000,000 and $3,700,000, respectively, deferred, *see* ECF No. 1883), JOTs settlement (preliminary approval hearing to be held on August 26, 2026, ECF No. 1948, distribution of $37,500,000 deferred, *see* ECF No. 1937), and Butterball settlement, which totals $93,575,000. This does not include proceeds from the Tyson settlement (final approval at ECF No. 406, distribution of $4,650,000 pending resolution of appeal regarding Cargill final approval order, *see* ECF No. 350) or Cargill settlement (final approval at ECF No. 1362, distribution of $32,500,000 pending resolution of appeal, *see* ECF No. 1302 & *Carina Ventures LLC, et al. v. Cargill, Incorporated, et al.*, No. 0:25-cv-02656 (7th Cir.)), which will be distributed separately under an already concluded claims process based on the Settlement Class Definition of Turkey, rather than the Certified Class definition of Turkey.

Class Notice and submission of claims by Certified Class members; and (5) appoints the necessary administrators, *i.e.*, A.B. Data, Ltd. ("A.B. Data") to administer the Class Notice Plan and Notice of Settlements, and The Huntington National Bank as escrow agent.

The Notice Plan provides (1) notice of the Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue, JOTS, and Butterball Settlements and an opportunity to object, (2) notice of Co-Lead Class Counsel's second request for attorneys' fees (not to exceed 33 1/3% (including interest, net of costs),[3] third request for reimbursement of litigation expenses,[4] and second request for Class Representative Service Awards (not to exceed $25,000 per Class Representative)[5]; and (4) notice informing the Certified Class of the second claims process and *pro rata* distribution.

II. LITIGATION BACKGROUND

The Court is familiar with this case, and DPPs will dispense with a detailed recitation of its background. (*See, e.g.*, ECF Nos. 1107 (Class Certification Order), 1865 (Summary Judgment Order).) Prior to class certification, DPPs settled with Defendants Tyson and Cargill. (ECF Nos. 406, 1362.) Soon after this Court granted class certification, DPPs settled with Defendants Cooper Farms and Farbest Foods. (ECF No. 1355.) DPPs settled with Defendant Agri Stats, Inc. in March

[3] The Court previously granted an interim payment of attorneys' fees from the Tyson and Cargill settlements in the amount of $10,796,649.96, or 33 1/3% of the total settlement fund with interest at that time. (ECF No. 1358, July 30, 2025.) This payment has not been made pending resolution of the appeal of the Cargill final approval order.

[4] The Court previously granted DPP's request for an award of $1,000,000 (ECF No. 367, January 10, 2022) from the Tyson settlement and DPP's request for $4,384,188.14 (ECF No. 1358, July 30, 2025) from the Tyson and Cargill settlements for litigation costs already paid and ongoing litigation expenses. The $1,000,000 award was taken in 2022 pursuant to the Court's order, but the $4,384,188.14 reimbursement of litigation expenses has not been made pending resolution of the appeal of the Cargill final approval order.

[5] The Court previously granted DPP's request for service awards of $10,000.00 each for John Gross and Company, Inc. and Maplevale Farms, Inc. from the Tyson and Cargill settlements (ECF No. 1358, July 30, 2025). These service award payments have not been made to the Class Representatives pending resolution of the appeal of the Cargill final approval order.

2026, and this Court granted preliminary approval of that settlement. (ECF No. 1799.) DPPs settled with House of Raeford in April 2026, prior to this Court's summary judgment order. (Clark Decl. ¶ 3.) In July 2026, this Court entered summary judgment in favor of DPPs regarding DPPs' *per se* conspiracy claims against Prestage, JOTS, and Butterball while dismissing DPPs' rule-of reason claims, and in favor of Defendants Foster Farms and Perdue regarding DPPs' claims. (ECF No. 1865.) DPPs subsequently reached settlement agreements with Prestage, Foster Farms, and Perdue in July 2026. (Clark Decl. ¶ 3.) This Court preliminarily approved DPPs' settlements with House of Raeford, Prestage, Foster Farms, and Perdue on July 30, 2026. (ECF No. 1902). Shortly after that preliminary approval hearing, DPPs reached a settlement with JOTS. (Clark Decl. ¶ 3.) The DPPs have now resolved this matter with the remaining Defendant, Butterball.

III. SUMMARY OF THE SETTLEMENT NEGOTIATIONS AND TERMS

A. <u>The Butterball Settlement</u>

Co-Lead Class Counsel reached the Settlement Agreement with Butterball less than two months before trial through confidential, hard-fought, arm's-length negotiations. (*See id.* ¶ 9.) While both parties were deep into preparing for trial, they also carried on intense and focused settlement negotiations, with multiple video conferences, phone calls, and emails, and ultimately concluding with an in-person mediation in New York City with Miles Ruthberg, a nationally recognized mediator. These efforts resulted in a settlement agreement signed on August 19, 2026. (*Id.* ¶¶ 6, 9.)

Under the Butterball Settlement, Butterball will pay $34,000,000 to the Certified Class which represents approximately $1.33 million per settlement class market share point. (*Id.* ¶¶ 7, 8.) Given that Butterball is the last remaining Defendant, cooperation is unlikely to be needed. However, in the unlikely event a settlement agreement with another Defendant does not receive final approval and a trial in this case proceeds, Butterball will also provide material cooperation to DPPs, including authenticating and providing foundation for documents and providing up to two trial witnesses. (*Id.* ¶ 7.)

B. Terms of the Butterball Settlement

The Butterball Settlement Agreement is modeled after DPPs' previously approved settlements with the Cooper Farms, Farbest Foods, House of Raeford, Prestage, and JOTS Defendants. (*Id.* ¶ 5.) Butterball will pay $34 million into an interest-bearing escrow account for the Certified Class. (*See id.* at Ex. A ("Butterball Settlement Agreement") ¶ 9.)

In exchange, DPPs and the Certified Class will, among other things, separately release all Released Claims against Butterball that were, or could have been, brought in this litigation arising from DPPs' allegations. (*See id.* ¶¶ 15-16.) The separate releases do not extend to any other Defendants or to unrelated claims that are not the Released Claims defined in the Butterball Settlement Agreement. (*Id.*)

The Butterball Settlement Agreement contains a termination provision whereby either Party may elect to terminate the Settlement upon written notice to the other Party if the Court does not grant Preliminary or Final Approval of the Settlement Agreement, the order(s) granting Preliminary or Final Approval of the Settlement Agreement are substantially modified or reversed, or the Court does not enter a Final Judgment in any material respect. (*Id.* ¶ 21.)

The Butterball Settlement Agreement also refers to a judgment-sharing agreement among certain Defendants. Consistent with that agreement, should DPPs obtain a verdict and judgment against the Non-Settling Defendant, that Non-Settling Defendant would not be jointly and severally liable for the Settling Defendants' share of the damages. (*See id.* ¶ 11.)

Subject to Court approval, the Butterball Settlement proceeds (with accrued interest) will be used to: (1) pay notice costs and costs incurred in administration and distribution; (2) pay taxes and tax-related costs associated with the escrow accounts; (3) make a distribution to Certified Class members in accordance with a plan to be filed after the claims process is carried out; and (4) pay Court-awarded attorneys' fees, litigation expenses, and named representative service awards.

Additionally, subject to Court approval, the Butterball Settlement Agreement permits Co-Lead Class Counsel to withdraw up to $250,000 from the Settlement Fund "to pay the costs for notice and for Preliminary Approval, Final Approval, and administration of the claims process for the Settlement Agreement." (*See id.* ¶ 6.d.) Any costs of notice actually incurred by Co-Lead Class Counsel are non-refundable. (*Id.* ¶ 6.e.) Accordingly, Co-Lead Class Counsel ask the Court to permit them to withdraw up to $250,000 from the Butterball Settlement Fund, in addition to the permitted withdrawals from the House of Raeford, Prestage, and JOTS settlement funds, to pay for these notice costs.

In sum, the Butterball Settlement Agreement: (1) resulted from extensive good-faith, hard-fought negotiations between knowledgeable, skilled counsel; (2) was entered into after extensive factual investigation and legal analysis; and (3) in the opinion of experienced Co-Lead Class Counsel, is fair, reasonable, and adequate. Based on both the monetary relief and cooperation elements, Co-Lead Class Counsel submit that the Butterball Settlement Agreement is in the best interests of Certified Class members and should be preliminarily approved. (*Id.* ¶ 11.)

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT BECAUSE IT FALLS WELL WITHIN THE RANGE OF POSSIBLE FINAL APPROVAL

The settlement of certified class claims requires court approval. Fed. R. Civ. P. 23(e). "It is axiomatic that the federal courts look with great favor upon the voluntary resolution of litigation through settlement." *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 312 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998). The Court must review proposed settlements to ensure they are "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2).

"The first step in district court review of a class action settlement is a preliminary, prenotification hearing to determine whether the proposed settlement is 'within the range of possible approval.'" 2 Newberg on Class Actions, § 11.24 (3d ed. 1992); *see also Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982). A proposed settlement falls within this "range of possible approval" when it is conceivable that it will meet the standards for final approval. *See* Newberg, § 11.25 at 38–39 (quoting Manual for Complex Litig., § 30.41 (3d ed.)). The Court must consider whether it will likely be able to approve the Settlement as fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2).[6]

A. <u>The Settlement resulted from arm's-length negotiations.</u>

The Settlement satisfies the preliminary approval standards. A "presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery." *Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, 2012 WL 651727, at *10 (N.D. Ill. Feb. 28, 2012). The Settlement resulted from confidential, arm's-length negotiations that took place after the Court certified the DPP Class (ECF No. 1107), after summary judgment had been decided, and when the parties were deep into preparing for a trial set to start in less than two months (ECF No. 1865; Clark Decl. ¶¶ 6, 9). During the settlement negotiations, Co-Lead Class Counsel was focused on obtaining the best possible results for the Certified Class. (*See id.* ¶ 9.) The parties were assisted by an experienced negotiator, ensuring that each side advocated vigorously for their clients. (*See id.* ¶ 6.) The Settlement should

[6] When considering preliminary approval of a settlement, the court does not conduct a "definitive proceeding on the fairness of the proposed settlement," and the court "must be careful to make clear that the determination permitting notice to members of the class is not a finding that the settlement is fair, reasonable, and adequate." *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983) (quoting *In re Montgomery Cty. Real Estate Antitrust Litig.*, 83 F.R.D. 305, 315–16 (D. Md. 1979)). The court will make that determination at the fairness hearing, when it can assess the fairness, reasonableness, and adequacy of the proposed settlement.

therefore be accorded a presumption of fairness.

B. The Settlement provides substantial relief to the Certified Class.

Even though such a finding is not required at the preliminary approval stage, the Settlement's fairness, reasonableness, and adequacy is supported by the relief obtained for the Certified Class. The relief provided by the Settlement is more than adequate under Fed. R. Civ. P. 23(e)(2)(C), since Butterball's $34 million payment is substantial and represents a significant percentage of single damages. (*Id.* ¶¶ 7-8.)

DPPs respectfully request the Court to preliminarily approve the Settlement.

V. THE PROPOSED SETTLEMENT SHOULD BE APPROVED WITHOUT AN ADDITIONAL OPPORTUNITY TO OPT OUT

In its July 30, 2026 order preliminarily approving DPPs' settlements with House of Raeford, Prestage, Foster Farms, and Perdue, the Court found, in its discretion, that an additional opportunity to opt out was not warranted or required. (ECF No. 1902 ¶ 11.) The Court noted it:

> previously certified the DPP Class on January 22, 2025 (ECF No. 1107) and the deadline for class members to request exclusion ran well over one year ago (ECF Nos. 1230, ¶ 22; 1355, ¶ 18.) At this stage, fairness no longer requires giving Class members another opportunity to opt out. *See In re Brand Name Prescription Drugs Antitrust Litigation*, 1996 WL 167347, at * 3 (N.D. Ill. Apr. 4, 1996).

Id.

Now, less than two months before trial, there is even less reason to provide another opportunity to opt out. Indeed, "a second opt-out opportunity might inject additional uncertainty into settlement and create opportunities unrelated to the purpose of the second opt-out, potentially defeating some settlements and making others more costly." *See* Manual for Complex Litigation (4th) § 22.611 at 313. The circumstances and facts favoring approval without an additional opt-out period are even stronger in light of the Foster Farms and Perdue settlements. To allow Class members to opt out after summary judgment has been granted in favor of Foster Farms and Perdue, would invite Class members to make their opt-out decisions based on after-the-fact assessments of rulings and developments in the case and in a manner that permits them to avoid judgment. Such a result is contrary to the principles of Rule 23.

The purpose of providing class members with notice and an opportunity to opt out is to ensure that due process is satisfied and they can be bound by the judgment in the case, whether good or bad. *See DaSilva v. Esmor Correctional Servs. Inc.*, 215 F.R.D. 477, 483 (D.N.J. 2003), *aff'd*, 167 Fed. Appx. 303 (3d Cir. 2006). Since Certified Class members have already received that notice and the opportunity to opt out, there is no need to provide it again. *See In re Broiler Antitrust Litigation*, Case No. 1:16-cv-08637, ECF. No. 7179 ¶ 8 (order granting preliminary approval of settlements and notice plan and stating that "[a]s Certified Class members have already been provided an opportunity to exclude themselves, the Court finds that an additional opportunity to opt out is not warranted and is not required here.").

VI. THE COURT SHOULD APPROVE THE PROPOSED CLASS NOTICE PLAN

DPPs respectfully request approval of the Class Notice Plan, which will inform the Certified Class of the Butterball Settlement as well as the Settlements with Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue, and JOTS. DPPs additionally request that the Court permit Co-Lead Class Counsel to withdraw up to $250,000 from each Settlement Fund to pay for Class Notice and eventually administration of the claims process. (*See* House of Raeford, Prestage, JOTS, and Butterball Settlement Agreements ¶ 6.d-e.)[7]

DPPs have retained A.B. Data to administer the Class Notice Plan and the Settlement. This Court previously appointed A.B. Data as the settlement and claims administrator for DPPs'

[7] In their forthcoming Motion for Payment of Attorneys' Fees, Litigation Expenses, and Class Representative Service Awards, Co-Lead counsel will provide an accounting of all expenses, including those used for settlement administration.

settlements with Tyson, Cargill, Cooper Farms, Farbest Foods, Agri Stats, House of Raeford, Prestage, Foster Farms, and Perdue. (*See* ECF Nos. 265, 1128, 1230, 1799, 1902); *see also* Declaration of Brian Devery filed contemporaneously herewith ("Devery Decl.") ¶ 2.) A.B. Data has developed a multi-method campaign for the Class Notice Plan based on similar notice campaigns previously approved by the Court in this action. "[T]he form and content of the class notice is committed to the sound discretion of the court." *Mangone v. First USA Bank*, 206 F.R.D. 222, 231 (S.D. Ill. 2001).

A. <u>**The content and form of the proposed notice documents are fairly balanced, easy to read, and satisfy all Rule 23 notice requirements.**</u>

This Court certified the DPP Class under Rule 23(b)(3). (*See* ECF No. 1107.) Notice to a class certified under Rule 23(b)(3), whether litigated or by virtue of settlement, requires that:

> The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified class; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any members who request exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). The manner of the notice is reasonable "if it may be understood by the average class member." 4 Newberg on Class Actions, § 11.53 (4th ed. 2002).

The proposed Class Notice documents conform to the six applicable plain language requirements of Rule 23(c)(2)(B). They provide the following information to the Certified Class: (1) the nature of the action and the terms of the Settlements; (2) the definition of the Certified Class; (3) the Certified Class's claims, issues, and defenses; (4) that any Certified Class member may enter an appearance through an attorney if the member so desires to file an objection; (5) the timing of Co-Lead Counsel's filing of a motion for approval of attorneys' fees, litigation expenses, and service awards; (6) the time and manner for submitting objections to the Settlements or Co-

Lead Counsel's request for attorneys' fees, litigation expenses, and service awards; and (7) the binding effect of a class judgment on Certified Class members under Rule 23(c).[8]

The proposed Class Notice documents further inform the Certified Class of the intended uses and claims process for the $93,575,000 million in settlements, and the definitions of eligible Turkey products pursuant to the Settlements with Cooper Farms, Farbest Foods, House of Raeford, Prestage, JOTS, and Butterball. (*See* Devery Decl. ¶ 18, Exs. 1–2.) The notice also explains that the deadline for filing claims for the two prior Cargill and Tyson settlements that encompass the broader definition of eligible Turkey products has already passed, so no new claims may be filed for those settlements. As such, the Class Notice documents provide the required information to the Certified Class about the Court's class certification order and the subsequent settlements. Moreover, the Class Notice documents avoid legalese in favor of modern language and direct Certified Class members to a toll-free number and the case-specific website maintained by A.B. Data for purposes of providing information about the case to the Certified Class. (*Id.* ¶ 23.)

The proposed Notice Plan also advises members of the Certified Class that they need to submit a new claim form to claim funds from the settlements with Cooper Farms, Farbest Foods, House of Raeford, Prestage, JOTS, and Butterball. This is necessary because those settlements were reached after the Court certified the DPP Class in January 2025. The Certified Class definition of Turkey differs from the broader definition of eligible turkey products in the Settlement Classes certified pursuant to the Tyson and Cargill settlements, which were reached prior to the Court's Class Certification Order. (*Compare* ECF No. 1362 (Order Granting Final

[8] This Court previously certified the DPP Class (ECF No. 1107) and the deadline for class members to request exclusion has run (ECF Nos. 1230 ¶ 22; 1355 ¶ 18). As such, the requirement under Rule 23(c)(2)(B)(v) that the Court will exclude any member who requests exclusion from the class is no longer applicable.

Approval of Cargill Settlement defining the Cargill settlement class as "All persons and entities who directly purchased Turkey from any Defendant or alleged co-conspirator in the United States at any time during the Settlement Class Period."), *with* ECF No. 1107 (Certified Class definition limited to fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products).)

Thus, all prior claim forms submitted by Class members conformed to the prior Cargill and Tyson settlement definitions of eligible turkey products, not to the now-prevailing definition of eligible turkey products described in the Court's class certification order and subsequent settlements. Under the Notice Plan proposed in this motion, Class members will be provided with a pre-printed claim form based on purchases under the Certified Class definition approved by the Court. (*See* Devery Decl. Ex. 4.) To the extent that Class Members wish to supplement or challenge their pre-printed claim amounts, the Purchase Audit Request Form provides them with the opportunity to do so. (Devery Decl. Ex. 5.)

In the event that after the distribution (and any redistribution, if appropriate) insufficient settlement proceeds remain to support a further distribution, the proposed notice also includes the disclosure of a potential *cy pres* recipient, the American Antitrust Institute (AAI).[9] DPPs will explain and set forth the parameters of any such distribution(s) in a yet-to-be-filed motion for approval of distribution of funds to be approved by the Court. By disclosing this course of action at this time, it is DPPs' intention that further notice (and related costs) regarding the distribution,

[9] The American Antitrust Institute (AAI) is an independent, nonprofit organization devoted to promoting competition that protects consumers, businesses, and society. The AAI serves the public through research, education, and advocacy on the benefits of competition and the use of antitrust enforcement as a vital component of national and international competition policy. For more information, please visit https://www.antitrustinstitute.org/. W. Joseph Bruckner, Co-Lead Class Counsel, has been active in the AAI throughout his career and currently serves on both its Advisory Board and its Board of Directors. Mr. Clark sits on the Advisory Board for AAI. Neither Mr. Bruckner, Mr. Clark, nor their firm (Lockridge Grindal Nauen P.L.L.P.) will benefit from the award. (*See* Clark Decl. ¶ 12.)

including the potential *cy pres* recipients, will not be required.

B. The proposed Class Notice Plan provides the best notice practicable under the circumstances of this case.

Notice to the Certified Class must be "the best notice that is practicable under the circumstances" and be distributed to "all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); *see Hughes v. Kore of Indiana Enter., Inc.*, 731 F.3d 672, 676 (7th Cir. 2013). Such notice may be by "United States mail, electronic means, or other appropriate means," including by publication. Fed. R. Civ. P. 23(c)(2)(B); *see Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 WL 818854, at *2 (N.D. Ill. Mar. 2, 2017) (holding notice by publication permissible if class members not reasonably identifiable), *aff'd sub nom. Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792 (7th Cir. 2018). The Certified Class is entitled to receive notice of the Settlements in a reasonable manner. *See* Fed. R. Civ. P. 23(e)(1)(B). This requirement is satisfied by providing the best notice practicable. *See In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1084 (N.D. Ill. 2021).

The proposed Class Notice Plan satisfies the best practicable notice criteria and is the same notice plan previously approved by the Court in the Tyson Settlement (ECF No. 406 ¶ 10), the Cargill Settlement (ECF No. 1362 ¶ 10), the Farbest Foods and Cooper Farms Settlements (ECF No. 1355 ¶ 10), the Agri Stats Settlement (ECF No. 1799 ¶ 15), and the House of Raeford, Prestage, Foster Farms, and Perdue Settlements (ECF No. 1902 ¶ 16). It provides the Certified Class the best notice practicable under the circumstances and comports with due process. The Class Notice documents—consisting of the long form, short form, and publication notices—comply with the requirements of Rule 23(c)(2)(B). (*See* Devery Decl. Ex. 1 (long form notice), Ex. 2 (short form notice), and Ex. 3 (publication notice).) These documents also include notice of the JOTS settlement agreement, which is currently pending preliminary approval by the Court. (ECF

No. 1936).

1. Direct mailed notice to potential Certified Class members with known street addresses.

DPPs propose to send paper copies of the long form notice to potential Certified Class members with mailing addresses that are reasonably accessible based on the data produced by Defendants in this litigation. (*See* Devery Decl. ¶ 18, Ex. 1.) The long form notice will be sent to approximately 3,357 potential Certified Class members[10] via first-class mail. (*See id*.) A.B. Data will track mail that the U.S. Postal Service returns as undeliverable and, where feasible, will resend using address information provided by third parties. (*Id*. ¶ 20.)

2. Direct email notice to potential Certified Class members with known email addresses.

DPPs propose to email the short form notice to potential Certified Class members with email addresses that are reasonably accessible based on the data produced by Defendants in this litigation. (*See id*. ¶ 18, Ex. 2.) The short form notice will be sent to approximately 351 potential Certified Class members in this manner. (*See id*.) The email notice will provide potential Certified Class members with an electronic link to the case-specific website maintained by A.B. Data where they can obtain more detailed information, including the Court's class certification order, the long form notice, the Settlement Agreement, and other case documents. (*See id.* ¶ 19.)

3. Publication notice campaign.

For those potential Certified Class members whose mailing addresses and email addresses are not readily accessible, A.B. Data will supplement the direct mail and email notice through publication of the short form notice in trade journals targeting supply chain executives and food

[10] The actual number of class members is less than this total, but consistent with the prior notices to the class, A.B. Data is using a broader list of addresses to ensure notice is provided to any potential class member.

industry professionals such as *Supermarket News* and *Nation's Restaurant News*. (*See id*. ¶ 22.) A.B. Data will also implement a digital media banner advertising campaign on www.supermarketnews.com and www.nrn.com. (*Id*.) A sample banner advertisement is attached as Exhibit 3 to the Devery Declaration filed contemporaneously herewith.

4. Website and toll-free telephone number.

To provide detailed information about the case to potential Certified Class members, A.B. Data will continue to maintain, operate, and monitor the case website: www.turkeylitigation.com. (*See id*. ¶¶ 23-25.) The website will provide, among other things, all relevant documents including the Court's order on class certification, the Settlement Agreement, the long form notice, the Court's preliminary approval order, important dates, and any pertinent updates concerning the litigation or approval of the Settlement. (*Id*.) Additionally, A.B. Data will continue to operate the case-specific toll-free number: 877-777-9637. (*Id*.) The website and call center will be available in both English and Spanish. (*Id*.)

VII. APPOINTMENT OF CLASS NOTICE AND SETTLEMENT ADMINISTRATOR AND ESCROW AGENT

DPPs move the Court for an order appointing the necessary administrators to implement Class Notice. First, DPPs respectfully request the Court to appoint A.B. Data as administrator of the Class Notice Plan and Settlement. A.B. Data is an experienced national class action notice provider and settlement administrator. (*See* Devery Decl. Ex. 6.) The Court previously appointed A.B. Data to administer the Tyson, Cargill, Farbest Foods, Cooper Farms, Agri Stats, House of Raeford, Prestage, Foster Farms, and Perdue settlements. (*See* ECF Nos. 265, 1128, 1230, 1799, 1902.)

Second, DPPs respectfully ask the Court to appoint The Huntington National Bank as the escrow agent for the Settlement, to maintain the Qualified Settlement Funds as called for in the

Settlement Agreement (*see* Butterball Settlement Agreement ¶ 12), and to provide escrow services for the Settlement. The Court previously appointed The Huntington National Bank as escrow agent for the Tyson, Cargill, Farbest Foods, Cooper Farms, House of Raeford, and Prestage settlements. (*See* ECF Nos. 265, 1128, 1230, 1902.) The Huntington National Bank's qualifications are attached as Exhibits A and B to the Declaration of Robyn Griffin filed contemporaneously herewith.

VIII. DIRECT PURCHASERS REQUEST A FAIRNESS HEARING

If the Butterball Settlement is not terminated pursuant to paragraph 21, the last step in the settlement approval process is the Fairness Hearing. There, the Court may hear all evidence necessary to evaluate the proposed Settlement. Proponents may explain and describe the terms and conditions and offer argument in support of approval. Class members, or their counsel, may also be heard regarding the proposed Settlements. DPPs propose the following schedule:

DATE	**EVENT**
10 days after the filing of this Motion for Preliminary Approval	Butterball shall file via ECF confirmation of its provision of notice to government regulators pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b)[11]
No later than 21 days after Preliminary Approval Order	Settlement Administrator to commence direct mail and email notice, and commence implementation of publication notice plan
14 days before deadline to submit claims or file objections	Co-Lead Counsel shall file their Motion for Payment of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards
45 days after the commencement of the Notice Plan	Last day for Certified Class Members to: (1) file objections to the Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue, JOTS or Butterball Settlements, (2) file objections to the Motion for Payment of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards, (3) file claim forms, or (4) file notices to appear at the Fairness Hearing
14 days before the Fairness Hearing	Co-Lead Counsel shall file a motion for Final Approval of the Settlements and all supporting papers, and Co-Lead Class Counsel and Defendants Agri Stats, House of

[11] *See* Butterball Settlement Agreement ¶ 5.

DATE	EVENT
	Raeford, Prestage, Foster Farms, Perdue, JOTS, and Butterball may respond to any objections to the proposed Settlements or Motion for Approval of Fees, Costs, and Service Awards
November 24, 2026, or as soon thereafter as may be heard by the Court	Fairness Hearing regarding the Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue, JOTS, and Butterball settlements[12]

In addition to the above schedule, DPPs respectfully request that all deadlines related to the upcoming October 2026 trial be vacated.

IX. CONCLUSION

For these reasons, DPPs respectfully request that the Court: (1) preliminarily approve the proposed Butterball Settlement; (2) approve DPPs' proposed claims process; (3) approve the Notice Plan; (4) direct that Class Notice be sent to the Certified Class; (5) approve the schedule for Class Notice and submission of claims by Certified Class members; (6) appoint the administrators necessary to effectuate the Notice Plan; and (7) schedule a Fairness Hearing for the Settlements.

[12] Under CAFA, the Court may not issue an order giving final approval of a proposed settlement earlier than 90 days after the later of the dates on which the appropriate Federal official and the appropriate State official are served with notice of these proposed Settlements. 28 U.S.C. § 1715(d). Under the Settlement Agreement, within ten days of the filing of this motion, Butterball will serve upon the appropriate state officials and the appropriate federal official the CAFA notice required by Section 1715(b). A.B. Data has confirmed to Butterball and Co-Lead Counsel that it will send the Butterball CAFA notice no later than Tuesday, August 25, 2026. Co-Lead Counsel will confirm this at the hearing on this Motion, as the Fairness Hearing must occur 90 days after the sending of CAFA notice.

Dated: August 21, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on August 21, 2026, a copy of the foregoing was electronically filed with the Clerk of the Court using the Court's CM/ECF system, which will send notification of the filing to all counsel of record.

/s/ Brian D. Clark
Brian D. Clark