**UNITED STATES DISTRICT COURT**
**NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

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

**DIRECT PURCHASER PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH DEFENDANTS HORMEL FOODS CORPORATION AND JENNIE-O TURKEY STORE, INC., APPROVAL OF THE MANNER AND FORM OF CLASS NOTICE PLAN, AND RELATED RELIEF**

## TABLE OF CONTENTS

**Page**

# TABLE OF AUTHORITIES

## I. INTRODUCTION

Direct Purchaser Plaintiffs ("DPPs") have reached a settlement agreement (the "Settlement" or "Settlement Agreement") with Defendants Hormel Foods Corporation and Jennie-O Turkey Store, Inc. (collectively, "JOTS") on behalf of the direct purchaser litigation class certified by the Court (the "Certified Class").[1] Under the Settlement Agreement, JOTS will pay $37.5 million. (Declaration of Brian D. Clark ("Clark Decl.") ¶ 7.) On DPPs' request, JOTS will also assist in obtaining admission of documents produced by JOTS in the litigation and provide up to two witnesses to testify at trial. (*Id.*)

The $37.5 million in additional monetary payments from the JOTS Settlement joins the $59.2 million from previous settlements, bringing total recoveries to approximately $96.7 million for the Certified Class. (Clark Decl. ¶ 5.) These recoveries provide significant monetary relief and support approval of the JOTS Settlement.

DPPs respectfully ask the Court to enter an order that: (1) grants preliminary approval to the JOTS Settlement; (2) defers distribution of the JOTS Settlement proceeds until later in the litigation; (3) approves the proposed Class Notice Plan informing the Certified Class of this Settlement and the Agri Stats, House of Raeford, Prestage, Foster Farms, and Perdue settlements already preliminarily approved (collectively, with the JOTS Settlement, "the Settlements" or "the Settlement Agreements") (ECF Nos. 1799, 1902); (4) approves deferring notice to the class until October 8, 2026, to allow notice of this Settlement to be combined with any other settlement reached before trial;[2] and (5) appoints the necessary administrators, including A.B. Data, Ltd.

[1] The JOTS 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] Prior to October 8, 2026, DPPs will contact the Court to obtain a Fairness Hearing date to include in the notice. At the Fairness Hearing, DPPs will request entry of a final order and

("A.B. Data") to administer the Class Notice Plan and Notice of Settlements, and The Huntington National Bank as escrow agent.[3]

## II. LITIGATION BACKGROUND

The Court is familiar with this case, and DPPs will dispense with a detailed recitation of its background. *See, e.g.*, Class Certification Order (ECF No. 1107); Summary Judgment Order (ECF No. 1865.) 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 2026, and this Court granted preliminary approval to 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 against Foster Farms and Perdue. (ECF No. 1865.) DPPs subsequently reached settlement agreements with Prestage, Foster Farms, and Perdue in July 2026. (Clark Decl. ¶ 3) This Court preliminarily approved of 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)

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judgment ("Final Order") consistent with the Settlement and this Motion, including dismissing all claims against JOTS, and retaining this Court's jurisdiction for implementation and enforcement of the Settlement.

[3] In this Motion, Co-Lead Class Counsel are not seeking payment of attorneys' fees, current and ongoing expenses, or service awards from the proceeds of the Farbest Foods, Cooper Farms, House of Raeford, Prestage, or JOTS settlements, but will do so once the case has been fully resolved at trial or through settlement.

## III. SUMMARY OF THE SETTLEMENT NEGOTIATIONS AND TERMS

### A. The JOTS Settlement

Co-Lead Class Counsel reached the Settlement Agreement with JOTS through confidential, arm's-length negotiations. (*See* Clark Decl. ¶ 9) Those negotiations were intense and focused, with multiple video conferences, phone calls, and emails, which resulted in a settlement agreement signed on July 30, 2026. (*Id.*).

Under the JOTS Settlement, JOTS will pay $37,500,000 to the Certified Class which represents approximately $1.27 million per settlement class market point. (*Id.* ¶¶ 7, 8.) JOTS will also provide material cooperation to DPPs, including authenticating and providing foundation for documents and providing up to two trial witnesses. (*Id.* ¶ 7) This cooperation will assist DPPs at trial against the remaining Non-Settling Defendant. (*Id.*)

### B. Terms of the JOTS Settlement

The JOTS Settlement Agreement is modeled after DPPs' previously approved settlements with the Cooper Farms, Farbest Foods, House of Raeford, and Prestage Defendants. (*Id.* ¶ 5.) JOTS will pay $37.5 million into an interest-bearing escrow account for the Certified Class. (*See* Settlement Agreement ¶ 9.) In addition, JOTS will cooperate on the authenticity and admissibility of certain documents DPPs intend to use at trial and provide up to two trial witnesses. (*See id.* ¶ 10.a-b.)

In exchange, DPPs and the Certified Class will, among other things, separately release all Released Claims against JOTS that were, or could have been, brought in this litigation arising from DPPs' allegations. (*See* JOTS Settlement Agreement ¶¶ 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 JOTS Settlement Agreement. (*Id.*)

The JOTS 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 refuses to 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 refuses to enter a Final Judgment in any material respect. (*Id.* ¶ 21.)

The JOTS Settlement Agreement refers to a judgment-sharing agreement among certain Defendants and, 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 JOTS 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 the Certified Class in accordance with a plan to be filed in the future; and (4) pay attorneys' fees, litigation expenses, and service awards in accordance with a plan to be filed in the future.

Additionally, subject to Court approval, the JOTS 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 Counsel ask the Court to permit them to withdraw up to $250,000 from the JOTS Settlement Fund, in addition to the permitted withdrawals from the House of Raeford and Prestage settlement funds, to pay for the aforementioned notice costs.

In sum, the JOTS Settlement Agreement: (1) resulted from extensive good-faith, hardfought 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 JOTS Settlement Agreement is in the best interests of Certified Class members. (Clark Decl. ¶ 11.)

## IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

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).[4]

[4] 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.

### A. The Settlement resulted from arm's-length negotiations.

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) and after summary judgment had been decided. (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 Settlement should 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 Settlement provides substantial relief in accordance with Fed. R. Civ. P. 23(e)(2)(C). The $37.5 million payment by JOTS provides substantial monetary relief and represents a significant percentage of single damages. (Clark Decl. ¶¶ 7-8.) Moreover, the cooperation the Certified Class will receive from JOTS will bolster DPPs' claims against the remaining Non-Settling Defendant at trial. (*Id.* ¶ 7.)

DPPs respectfully request the Court to preliminarily approve the Settlement.

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

The Court 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. 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 with the Foster Farms and Perdue settlements. As courts have recognized, 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). But to allow Class members to opt out after summary judgment has been granted in favor of Foster Farms and Perdue, the Court 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. *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 JOTS Settlement as well as the Settlements with Agri Stats, House of Raeford, Prestage, Foster Farms, and Perdue. 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, and JOTS Settlement Agreements ¶ 6.d-e.)

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' 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 the Rule 23 notice requirements.</u>

This Court certified the Certified 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:

> [t]he 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 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 time and manner for submitting such objections; and (6) the binding effect of a class judgment on Certified

Class members under Rule 23(c).[5] The Class Notice documents further inform the Certified Class that distribution of the proceeds from the Settlements will be deferred until a date later in the litigation and that Co-Lead Class Counsel are not seeking payment of attorneys' fees, litigation expenses, or service awards at this time but will do so in the future. (*See* Devery Decl. ¶ 18, Exs. 1–2.) As such, the Class Notice documents provide the required information to the Certified Class about the Court's class certification order and the 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*.)

**B. <u>The proposed Class Notice Plan provides the best notice practicable under the circumstances of this case.</u>**

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 Settlement 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*

[5] 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.

*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, ¶ 18), and the House of Raeford, Prestage, Foster Farms, and Perdue Settlements (ECF No. 1902, ¶ 20). 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 notice—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).)

**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. ¶ 17, Ex. 1.) The long form notice will be sent to approximately 3,357 potential Certified Class members[6] 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.* ¶ 19.)

**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

[6] 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.

litigation. (*See Id*. ¶ 17, 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.* ¶ 18.)

### 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 industry professionals such as *Supermarket News* and *Nation's Restaurant News*. (*See Id*. ¶ 21.) 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*. ¶¶ 22-24.) 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. 4.) 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* JOTS 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 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 Settlement. DPPs propose the following schedule:

| DATE | EVENT |
| --- | --- |
| 10 days after the filing of this Motion for Preliminary Approval | JOTS 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)[7] |
| No later than October 8, 2026[8] | Settlement Administrator to commence direct mail and email notice, and commence implementation of publication notice plan |
| 30 days after the commencement of the Notice | Last day for Certified Class Members to: (1) file objections to the Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue, or JOTS Settlements, and (2) 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 Raeford, Prestage, Foster Farms, Perdue, and JOTS may respond to any objections to the proposed Settlements |
| 30 days after the last day to object to or file appearances for the Fairness Hearing by the Certified Class or as soon thereafter as may be heard by the Court | Fairness Hearing regarding the Agri Stats, House of Raeford, Prestage, Foster Farms, Perdue, and JOTS settlements[9] |

## IX. CONCLUSION

For these reasons, DPPs respectfully request that the Court: (1) preliminarily approve the proposed Settlement; (2) approve DPPs' plan to defer distribution of JOTS Settlement proceeds until the conclusion of the litigation; (3) approve the Notice Plan; (4) direct that Class Notice be sent to the Certified Class; (5) appoint the administrators necessary to effectuate the Notice Plan;

[7] (*See* JOTS Settlement Agreement ¶ 5.)

[8] Co-Lead Counsel propose a notice date of October 8, 2026 to accommodate an additional settlement, should one occur before trial.

[9] 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. *Id.* § 1715(d). Under the Settlement Agreement, within ten days of the filing of this motion, JOTS will serve upon the appropriate state officials and the appropriate federal official the CAFA notice required by Section 1715(b). This schedule will allow the Court to schedule a Fairness Hearing as DPPs propose in the schedule above, in conformance with CAFA's requirements.

and (6) schedule a Fairness Hearing for the Settlements.

Dated: August 14, 2026

Respectfully submitted,

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## CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on August 14, 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