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 SETTLEMENTS WITH DEFENDANTS HOUSE OF RAEFORD, PRESTAGE, FOSTER FARMS, AND PERDUE, APPROVAL OF THE MANNER AND FORM OF CLASS NOTICE PLAN, AND RELATED RELIEF

TABLE OF CONTENTS

Page

I. INTRODUCTION 1

II. LITIGATION BACKGROUND 3

III. SUMMARY OF THE SETTLEMENT NEGOTIATIONS AND TERMS 3

A. The House of Raeford Settlement 3

B. The Prestage Settlement 4

C. Terms of the House of Raeford and Prestage Settlement Agreements. 4

D. The Foster Farms Settlement 6

E. The Perdue Settlement 7

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENTS 8

a. The Settlements result from arm's-length negotiations. 9

b. The Settlements provide substantial relief to the Certified Class. 9

V. THE PROPOSED SETTLEMENTS SHOULD BE APPROVED WITHOUT AN ADDITIONAL OPPORTUNITY TO OPT OUT 10

VI. THE COURT SHOULD APPROVE THE PROPOSED CLASS NOTICE PLAN 11

a. The content and form of the proposed notice documents are fairly balanced, easy to read, and satisfy all the Rule 23 notice requirements. 11

b. The proposed Class Notice Plan provides the best notice practicable under the circumstances of this case. 12

1. Direct mailed notice to potential Certified Class members with known street addresses 13

2. Direct email notice to potential Certified Class members with known email addresses. 14

3. Publication notice campaign. 14

4. Website and toll-free telephone number. 14

VII. APPOINTMENT OF CLASS NOTICE AND SETTLEMENT ADMINISTRATOR AND ESCROW AGENT 15

VIII. DIRECT PURCHASERS REQUEST A FAIRNESS HEARING 15

IX. CONCLUSION 16

TABLE OF AUTHORITIES

Page(s)

Cases

Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.,
2012 WL 651727 (N.D. Ill. Feb. 28, 2012) 9

Aranda v. Caribbean Cruise Line, Inc.,
No. 12 C-4069, 2017 WL 818854 (N.D. Ill. Mar. 2, 2017) 13

Armstrong v. Bd. of Sch. Dirs.,
616 F.2d 305 (7th Cir. 1980) 8

DaSilva v. Esmor Correctional Servs. Inc.,
215 F.R.D. 477 (D.N.J. 2003) 10

Gautreaux v. Pierce,
690 F.2d 616 (7th Cir. 1982) 8

Hughes v. Kore of Indiana Enter., Inc.,
731 F.3d 672 (7th Cir. 2013) 12

In re Mid-Atlantic Toyota Antitrust Litig.,
564 F. Supp. 1379 (D. Md. 1983) 8

In re Montgomery Cty. Real Estate Antitrust Litig.,
83 F.R.D. 305 (D. Md. 1979) 8

In re TikTok, Inc., Consumer Priv. Litig.,
565 F. Supp. 3d 1076 (N.D. Ill. 2021) 13

Mangone v. First USA Bank,
206 F.R.D. 222 (S.D. Ill. 2001) 11

Statutes

28 U.S.C. § 1715(b) 16

Rules

Fed. R. Civ. P. 23 ..... *Passim*

I. INTRODUCTION

Direct Purchaser Plaintiffs ("DPPs") have reached settlement agreements with Defendant House of Raeford Farms, Inc. ("House of Raeford"), Defendants Prestage Farms, Inc., Prestage Foods, Inc., and Prestage Farms of South Carolina, LLC ("Prestage"), Foster Farms LLC and Foster Poultry Farms LLC, ("Foster Farms"), and Perdue Farms, Inc. and Perdue Foods LLC ("Perdue") (collectively, the "Settling Defendants") on behalf of the direct purchaser litigation class certified by the Court (the "Certified Class").[1] Under the Settlement Agreements, House of Raeford will pay $3.7 million and Prestage will pay $15 million to the Certified Class. The House of Raeford and Prestage Settlements represent a significant percentage of single damages: House of Raeford is paying 16.7% and Prestage is paying 27.3% of DPPs' single damages. (Declaration of Brian D. Clark ("Clark Decl.") ¶¶ 5, 6.) On DPPs' request, Agri Stats, House of Raeford, and Prestage will also provide witnesses to testify at trial and assist in obtaining admission of documents. (Clark Decl. ¶¶ 10, 15.)

The $18.7 million in additional monetary payments from the House of Raeford and Prestage Settlements joins the $40.5 million from previous settlements, bringing total recoveries to just under $59.2 million for the Certified Class. (Clark Decl. ¶¶ 4, 7.) These recoveries provide significant monetary relief and support approval of the House of Raeford and Prestage Settlements.

In July 2026, this Court entered summary judgment in favor of defendants Foster Farms and Perdue. Under applicable statutes and case law, Foster Farms and Perdue may seek to tax certain specified litigation costs against the DPPs in the event summary judgment is upheld on

[1] The House of Raeford settlement agreement is attached as **Exhibit A,** the Prestage settlement agreement is attached as **Exhibit B,** the Foster Farms settlement agreement is attached as **Exhibit C**, and the Perdue settlement agreement is attached as **Exhibit D** to the Declaration of Brian D. Clark. Capitalized terms in this memorandum are defined in the Settlement Agreements.

appeal. To eliminate that risk, the DPPs entered into a settlement agreement with Foster Farms (the "Foster Farms Settlement") and Perdue (the "Perdue Settlement"). Under the terms of the Foster Farms and Perdue Settlements, DPPs and Foster Farms, and DPPs and Perdue mutually agree to waive any rights to appeal or otherwise further adjudicate their claims against each other in *In re Turkey Antitrust Litigation*. In exchange, the DPPs and Foster Farms, and DPPs and Perdue agree not to seek or assert any claim for costs, fees, attorney's fees or any other form of recovery against the other. The Foster Farms and Perdue Settlements do not include any additional Class release provisions, do not provide for the recovery of additional attorney's fees by Co-Lead Class Counsel, and will eliminate the DPPs having to pay any recoverable costs to Foster Farms or Perdue.

DPPs respectfully ask the Court to enter an order that: (1) grants preliminary approval to the House of Raeford Settlement Agreement, the Prestage Settlement Agreement, the Foster Farms Settlement Agreement and the Perdue Settlement Agreement (collectively, "Settlements" or "Settlement Agreements"); (2) defers distribution of the House of Raeford and Prestage Settlement proceeds until later in the litigation; (3) approves the proposed Class Notice Plan informing the Certified Class of these Settlements and the Agri Stats settlement already preliminarily approved (ECF No. 1799); (4) approves deferring notice to the class until October 8, 2026, to allow notice of these Settlements to be combined with any other settlements reached before trial;[2] and (5) appoints the necessary administrators, including A.B. Data, Ltd. ("A.B. Data") to administer the

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

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 then settled with Defendant Agri Stats, Inc. in March 2026, and this Court granted preliminary approval. (ECF No. 1799.) In July 2026, this Court entered summary judgment in favor of defendants Foster Farms and Perdue. (ECF No. 1865.) As explained below, the House of Raeford settlement was reached in April 2026, and the Prestage, Foster Farms, and Perdue settlements were reached after the Court's summary judgment order in July 2026. (Clark Decl. ¶ 3.)

III. SUMMARY OF THE SETTLEMENT NEGOTIATIONS AND TERMS

A. The House of Raeford Settlement

Co-Lead Class Counsel reached the Settlement Agreement with House of Raeford through confidential, arm's-length negotiations. (*See* Clark Decl. ¶ 9, 12.) Negotiations began in early 2025 with the assistance of Magistrate Judge Holleb Hotaling. Initial negotiations were unsuccessful. The parties resumed settlement negotiations after this Court encouraged them to consider settlement. (ECF No. 1485; Clark Decl. ¶ 9.) The parties attended an in-person mediation with

[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, or Prestage settlements, but will do so once the case has been fully resolved at trial or through settlement.

Magistrate Judge Holleb Hotaling resulting in an agreement on terms, and the resulting Settlement Agreement. (Clark Decl. ¶ 9, Ex. A.)

Under the House of Raeford Settlement, House of Raeford will pay $3,700,000 to the Certified Class. (*Id.* ¶¶ 5, 10.) House of Raeford will also provide material cooperation to DPPs, including authenticating and providing foundation for documents and providing up to two trial witnesses. (*Id.*) This cooperation will assist DPPs at trial against the remaining Non-Settling Defendants. (*Id.*)

B. The Prestage Settlement

Co-Lead Class Counsel reached the Settlement Agreement with Prestage through confidential, arm's-length negotiations. (*See* Clark Decl. ¶ 14, 17.) Negotiations began in August 2025 and involved an in-person mediation with Magistrate Judge Holleb Hotaling. Initial negotiations were unsuccessful. The parties resumed settlement negotiations after this Court issued its Summary Judgment Order (ECF No. 1865; Clark Decl. ¶ 13). The parties reached agreement within a week of this Court's Summary Judgment Order. (Clark Decl. ¶ 14.)

Under the Prestage Settlement, Prestage will pay $15,000,000 to the Certified Class. (*Id.* ¶¶ 6, 15.) Prestage will also provide material cooperation to DPPs, including authenticating and providing foundation for documents and providing up to two trial witnesses. (*Id.* ¶ 15.) This cooperation will assist DPPs at trial against the remaining Non-Settling Defendants. (*Id.*)

C. Terms of the House of Raeford and Prestage Settlement Agreements.

The House of Raeford and Prestage Settlement Agreements are nearly identical to each other (*Id.* ¶¶ 5-7) and are modeled after DPPs' previously approved settlements with the Cooper Farms and Farbest Foods Defendants. (*Id.* ¶ 7.) House of Raeford and Prestage will pay $3.7 million and $15 million, respectively, into separate interest-bearing escrow accounts for the Certified Class. (*See* Settlement Agreements ¶ 9.) In addition, House of Raeford and Prestage 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 the House of Raeford and Prestage Settling Defendants that were, or could have been, brought in this litigation arising from DPPs' allegations. (*See* House of Raeford and Prestage Settlement Agreements ¶¶ 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 House of Raeford and Prestage Settlement Agreements. (*Id.*)

The House of Raeford and Prestage Settlement Agreements contain 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 House of Raeford and Prestage Settlement Agreements refer to a judgment-sharing agreement among certain Defendants and, consistent with that agreement, should DPPs obtain a verdict and judgment against the Non-Settling Defendants, those Non-Settling Defendants would not be jointly and severally liable for the Settling Defendants' share of the damages. (*See id.* ¶ 11.)

Subject to Court approval, the House of Raeford and Prestage 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 House of Raeford and Prestage Settlement Agreements permit Co-Lead Class Counsel to separately withdraw up to $250,000 from each of the Settlement Funds "to pay the costs for notice and for Preliminary Approval, Final Approval, and administration of the claims process for [each] Settlement Agreement." (*See* Settlement Agreements ¶ 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 each Settlement Fund to pay for the aforementioned notice costs.

In sum, the House of Raeford and Prestage Settlement Agreements: (1) resulted from extensive good-faith, hard-fought negotiations between knowledgeable, skilled counsel; (2) were entered into after extensive factual investigation and legal analysis; and (3) in the opinion of experienced Co-Lead Class Counsel, are fair, reasonable, and adequate. Based on both the monetary relief and cooperation elements, Co-Lead Class Counsel submit that the House of Raeford and Prestage Settlement Agreements are in the best interests of Certified Class members. (Clark Decl. ¶ 27.)

D. <u>The Foster Farms Settlement</u>

Co-Lead Class Counsel reached the Settlement Agreement with Foster Farms through confidential, arm's-length negotiations. (*See* Clark Decl. ¶¶ 19, 21.) The parties reached this settlement agreement after this Court issued its Summary Judgment Order, which entered summary judgment in favor of Foster Farms on the Certified Class's claims against Foster Farms. (ECF No. 1865; Clark Decl. ¶ 19). The parties reached agreement within weeks of this Court's Summary Judgment Order. (Clark Decl. ¶ 19.)

Under the Foster Farms Settlement Agreement, Foster Farms and the Certified Class will not seek to further adjudicate this case, through appeal or other means, including but not limited

to asking the Court to revise, modify, vacate, or reconsider its Summary Judgment Order. (*Id*. at ¶ 20.) In consideration for the agreement to waive appellate or adjudication rights, the Certified Class and Foster Farms agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees, or any other form of recovery in connection with this case. (*Id*. at ¶ 20.)

In sum, the Foster Farms Settlement Agreement: (1) resulted from extensive good-faith, hard-fought negotiations between knowledgeable, skilled counsel; (2) was entered into after extensive legal analysis into the facts of the case and applicable law; and (3) in the opinion of experienced Co-Lead Class Counsel, is fair, reasonable, and adequate. (*Id*. at ¶¶ 21, 27.) Based on both the resolution of litigation and clarity regarding costs and fees, Co-Lead Class Counsel submit that the Foster Farms Settlement Agreement is in the best interests of Certified Class members. (*Id*. at ¶ 27.)

E. The Perdue Settlement

Co-Lead Class Counsel reached the Settlement Agreement with Perdue through confidential, arm's-length negotiations. (*See* Clark Decl. ¶ 25.) The parties reached this settlement agreement after this Court issued its entered summary judgment in favor of Perdue on the Certified Class's claims against Perdue. (ECF No. 1865; Clark Decl. ¶ 23). The parties reached agreement within weeks of this Court's Summary Judgment Order. (Clark Decl. ¶ 23.)

The Perdue Settlement Agreement is nearly identical to the Foster Farms Settlement Agreement. (*Id*. at ¶ 8.) Under the Perdue Settlement Agreement, Perdue and the Certified Class will not seek to further adjudicate this case, through appeal or other means, including but not limited to asking the Court to revise, modify, vacate, or reconsider its Summary Judgment Order. (*Id*. at ¶ 24.) In consideration for the agreement to waive appellate or adjudication rights, the Certified Class and Perdue agree that they will not seek or assert against each other any claim for costs, fees, attorney's fees, or any other form of recovery in connection with this case. (*Id*. at ¶ 24.)

In sum, the Perdue Settlement Agreement: (1) resulted from extensive good-faith, hard-fought negotiations between knowledgeable, skilled counsel; (2) was entered into after extensive legal analysis into the facts of the case and applicable law; and (3) in the opinion of experienced Co-Lead Class Counsel, is fair, reasonable, and adequate. (*Id*. at ¶ 25, 27.) Based on both the resolution of litigation and clarity regarding costs and fees, Co-Lead Class Counsel submit that the Perdue Settlement Agreement is in the best interests of Certified Class members. (*Id*. at ¶ 27.)

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENTS

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 Settlements 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

a. The Settlements result from arm's-length negotiations.

The Settlements satisfy 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 Settlements 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 fully briefed, if not decided. (Clark Decl. ¶¶ 12, 17, 21, 25.) During the settlement negotiations, Co-Lead Class Counsel focused on obtaining the best possible results for the Certified Class. (*See id.* ¶¶ 12, 13, 17, 18, 21, 22, 25-27.) The Settlements should therefore be accorded a presumption of fairness.

b. The Settlements provide substantial relief to the Certified Class.

Even though such a finding is not required at the preliminary approval stage, the Settlements' fairness, reasonableness, and adequacy is supported by the relief obtained for the Certified Class. The Settlements provide substantial relief in accordance with Fed. R. Civ. P. 23(e)(2)(C). The $3.7 million payment by House of Raeford and $15 million by Prestage provide substantial monetary relief and represent a significant percentage of single damages for each Settling Defendant. (Clark Decl. ¶¶ 5-7.) Moreover, the cooperation the Certified Class will receive from House of Raeford and Prestage will bolster DPPs' claims against the remaining Non-Settling Defendants at trial. (*Id*. ¶¶ 10, 15.)

The Foster Farms and Perdue Settlements provide the Certified Class with security for their monetary recovery to-date and finality regarding the claims against Foster Farms and Perdue. (*Id*. ¶ 8.) With the Foster Farms and Perdue Settlements, Co-Lead Counsel will be able to maximize

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.

the time and resources towards trial against the remaining Non-Settling Defendants, in an effort to obtain the best outcome possible for the Certified Class. (*Id*. ¶ 22, 26.)

DPPs respectfully request the Court to preliminarily approve the Settlements.

V. THE PROPOSED SETTLEMENTS 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 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 and Prestage Settlement Agreements ¶ 6.d-e.)

DPPs have retained A.B. Data to administer the Class Notice Plan and the Settlements. This Court previously appointed A.B. Data as the settlement and claims administrator for DPPs' settlements with Tyson, Cargill, Cooper Farms, Farbest Foods, and Agri Stats. (*See* ECF Nos. 265, 1128, 1230, 1799); *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. ¶ 15, 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

[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.

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), and the Farbest Foods and Cooper Farms Settlements (ECF No. 1355, ¶ 10). 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. ¶ 14, 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

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

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.* ¶ 16.)

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.* ¶ 14, 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 Agreements, and other case documents. (*See id.* ¶ 15.)

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.* ¶ 18.) 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* Devery Decl. ¶¶ 19-21.) The website will provide, among other things, all relevant documents including the Court's order on class certification, the Settlement Agreements, the long form notice,

the Court's preliminary approval order, important dates, and any pertinent updates concerning the litigation or approval of the Settlements. (*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 Settlements. 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, and Agri Stats settlements. (*See* ECF Nos. 265, 1128, 1230, 1799.)

Second, DPPs respectfully ask the Court to appoint The Huntington National Bank as the escrow agent for the Settlements, to maintain the Qualified Settlement Funds as called for in the Settlement Agreements (*see* House of Raeford and Prestage Settlement Agreements ¶ 12), and to provide escrow services for the Settlements. The Court previously appointed The Huntington National Bank as escrow agent for the Tyson, Cargill, Farbest Foods, and Cooper Farms settlements. (*See* ECF Nos. 265, 1128, 1230.) 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

For each Settlement 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 Settlements. 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	House of Raeford, Prestage, Foster Farms, and Perdue shall each 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)
No later than October 8, 2026[7]	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, or Perdue 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, and Perdue 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, and Perdue settlements[8]

IX. CONCLUSION

For these reasons, DPPs respectfully request that the Court: (1) preliminarily approve the proposed Settlements; (2) approve DPPs' plan to defer distribution of House of Raeford and Prestage Settlement proceeds until the conclusion of the litigation; (3) approve the Notice Plan;

[7] Co-Lead Counsel propose a notice date of October 8, 2026 to accommodate any additional settlements, should they occur before trial.

[8] 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, House of Raeford, Prestage, Foster Farms, and Perdue 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.

(4) direct that Class Notice be sent to the Certified Class; (5) appoint the administrators necessary to effectuate the Notice Plan; and (6) schedule a Fairness Hearing for the Agri Stats, House of Raeford, Prestage, Foster Farms, and Perdue settlements.

Dated: July 24, 2026

Respectfully submitted,

/s/ Shana E. Scarlett

Shana E. Scarlett
Rio S. Pierce
Abby R. Wolf
Sarah E. Dupree
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
shanas@hbsslaw.com
riop@hbsslaw.com
abbyw@hbsslaw.com
sarah.dupree@hbsslaw.com

Steve Berman
Breanna Van Engelen
HAGENS BERMAN SOBOL SHAPIRO LLP
455 North Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
Telephone: (708) 628-4949
steve@hbsslaw.com
breannav@hbsslaw.com

/s/ Brian D. Clark

Brian D. Clark (IL #6350416)
W. Joseph Bruckner (MN #147758)
Simeon A. Morbey (MN #0391338)
Steve E. Serdikoff (PA #86773)
Olivia T. Levinson (MN #0402953)
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
Telephone: (612) 339-6900
bdclark@locklaw.com
wjbruckner@locklaw.com
samorbey@locklaw.com
seserdikoff@locklaw.com
otlevinson@locklaw.com

Co-Lead Counsel for the Direct Purchaser Plaintiff Class

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on July 24, 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