

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

IN RE TURKEY ANTITRUST LITIGATION

This Document Relates To:

Direct Purchaser Plaintiffs Actions

Civil Action No. 19-cv-08318

Hon. Sunil R. Harjani

Hon. Keri L. Holleb Hotaling

**DIRECT PURCHASER PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
THEIR UNCONTESTED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENTS WITH COOPER FARMS, INC. AND FARBEST FOODS, INC., TO
APPROVE THE MANNER AND FORM OF CLASS NOTICE, AND RELATED RELIEF**

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	LITIGATION AND SETTLEMENT BACKGROUND	2
III.	THE SETTLEMENTS ARE ON BEHALF OF THE CERTIFIED CLASS	3
IV.	SUMMARY OF SETTLEMENT NEGOTIATIONS AND TERMS	3
	A. Cooper Farms.....	3
	B. Farbest Foods.	4
	C. Terms of the Settlement Agreements.	4
V.	THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENTS.....	6
	A. The Settlements results from arm’s-length negotiations.....	7
	B. The Settlements provide substantial relief to the Certified Class.	8
VI.	THE COURT SHOULD APPROVE THE PROPOSED CLASS NOTICE PLAN.....	8
	A. The content and form of the proposed notice documents are fairly balanced, easy to read, and contain all the Rule 23 notice requirements.....	9
	B. The proposed Class Notice Plan provides the best notice practicable under the circumstances of this case.	10
VII.	APPOINTMENT OF CLASS NOTICE AND SETTLEMENT ADMINISTRATOR AND ESCROW AGENT	13
VIII.	THE COURT SHOULD SCHEDULE A FAIRNESS HEARING	13
IX.	CONCLUSION	14

TABLE OF AUTHORITIES

	Page(s)
 Cases	
<i>Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.</i> , 2012 WL 651727 (N.D. Ill. Feb. 28, 2012)	7
<i>Armstrong v. Bd. of Sch. Dirs.</i> , 616 F.2d 305 (7th Cir. 1980)	6
<i>Felzen v. Andreas</i> , 134 F.3d 873 (7th Cir. 1998)	6
<i>Gautreaux v. Pierce</i> , 690 F.2d 616 (7th Cir. 1982)	7
 Other Authorities	
2 Newberg on Class Actions, § 11.24 (3d ed. 1992)	6
4 Newberg and Rubenstein on Class Actions, § 13:18 (6th ed.)	3
Fed. R. Civ. P. 23	<i>passim</i>

I. INTRODUCTION

Direct Purchaser Plaintiffs (“DPPs”) have reached settlements with Defendants Cooper Farms, Inc. and Farbest Foods, Inc. (collectively, the “Settling Defendants”) on behalf of the direct purchaser litigation class certified by the Court (the “Certified Class”). Under the terms of these settlements, Cooper Farms and Farbest Foods will each pay \$1,687,500 in monetary relief to the Certified Class. Each settlement represents a step up from the Cargill and Tyson settlements in terms of how much was paid per settlement class market share point, which had achieved payment of approximately \$1-2 million per market share point (as defined in the Cargill and Tyson settlement agreements).¹ Given Cooper Farms’ market share of 0.47% and Farbest Foods’ market share of 0.58% of the market for Class Products as defined in the Court’s Class Certification Order (ECF No. 1107), these settlements represent approximately \$3.6 million and \$2.92 million, respectively, per market share point. (*See* Declaration of B. Clark in Support of this Motion) (“Clark Decl.”) at ¶¶ 8, 13.) This proportionate increase in monetary relief under the Settlements supports approval of the Settlements.

These settlements bring the total monetary recovery by DPPs in this action to \$40,500,000. *Id.* ¶ 3. Moreover, in addition to the monetary relief, the Settling Defendants will provide material cooperation to the DPPs, including provision of trial witnesses and authenticating and providing foundation for documents, which will assist DPPs in presenting their claims against the remaining Defendants to the jury at trial. (Clark Decl., ¶¶ 7, 12.)

In this Motion, DPPs respectfully ask the Court to enter an order that accomplishes the following tasks. *First*, grants preliminary approval to the Cooper Farms Settlement Agreement and

¹ The Cargill and Tyson settlements were based on products in a settlement class as defined in those agreements, as they were reached prior to the Court granting DPPs’ motion for class certification on January 22, 2025 and defining Class Products. (ECF No. 1107).

the Farbest Foods Settlement Agreement (collectively, “Settlements” or “Settlement Agreements”).² *Second*, defers distribution of the proceeds from the Settlements until a date later in the litigation. *Third*, approves the proposed Class Notice Plan that will inform the Certified Class of the Court’s order certifying the litigation class and the Settlements. *Fourth*, directs Class Notice and Notice of Settlements be sent to the Certified Class. *Fifth*, appoints the necessary administrators to implement the Class Notice Plan, including appointing 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 for the Settlements. *Finally*, schedules a Fairness Hearing for the Settlements. 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 Settling Defendants, and retaining this Court’s jurisdiction for implementation and enforcement of the Settlements.³

As described below, the Settlements are fair, reasonable, and adequate, and satisfy all the factors required for preliminary approval. Additionally, the proposed Class Notice Plan meets all the requirements of Rule 23(c)(2)(B) and Rule 23(e)(1) of the Federal Rules of Civil Procedure. Therefore, DPPs respectfully request the Court to grant their Motion.

II. LITIGATION AND SETTLEMENT BACKGROUND

² The Cooper Farms Long-Form Settlement Agreement is attached hereto as **Exhibit A** to the Declaration of Brian D. Clark. The Farbest Foods Settlement Agreement is attached hereto as **Exhibit B**. The capitalized terms in this memorandum are defined in the Settlement Agreements.

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 Settlements, but will do so at a later date. On April 7, 2025, Co-Lead Counsel will file a petition seeking an interim payment of attorneys’ fees, current and ongoing expenses and service awards in connection with preliminary approved distribution plan for the proceeds of the Tyson and Cargill Settlements. (*See* ECF No. 1128 at 6.) On January 10, 2022, the Court ordered reimbursement of \$1 million for incurred and ongoing litigation expenses from the Tyson Settlement. (*See* ECF No. 367.)

The Court is very familiar with this case, and thus DPPs will dispense with a detailed recitation of its litigation background. *See, e.g.*, Class Certification Order (ECF No. 1107). However, DPPs note the impact of the Court’s Class Certification Order on settlements in the DPP case. Prior to class certification, Interim Co-Lead Class Counsel reached settlements with the Tyson Defendants and the Cargill Defendants for \$4,625,000 and \$32,500,000 respectively. These settlements—reached prior to the Court certifying the DPP litigation class—provide monetary relief of approximately \$1-2 million per market share point (as defined in the settlement agreements). (Clark Decl., ¶ 4.) DPPs have received final approval of their settlement with Tyson (*see* ECF No. 406) and preliminary approval of their settlement with Cargill (*see* ECF No. 1128.)

III. THE SETTLEMENTS ARE ON BEHALF OF THE CERTIFIED CLASS

On January 22, 2025, this Court entered an order certifying a litigation class of direct purchasers of turkey and appointing the firms of Lockridge Grindal Nauen PLLP and Hagens Berman Sobol Shapiro LLP as Co-Lead Class Counsel for the Certified Class, (*see* ECF No. 1107). “If the court has certified a class prior to settlement, it does not need to re-certify it for settlement purposes.” 4 Newberg and Rubenstein on Class Actions, § 13:18 (6th ed.). DPPs reached the Settlement Agreements on behalf of the Certified Class. Neither DPPs, Cooper Farms, or Farbest Foods request any changes to the Certified Class, so the Court need not re-certify it.

DPPs have deferred notice of the Court’s order on class certification so as to realize the efficiencies and cost savings that result from combining this notice with notice of the Settlements. DPPs proposed Class Notice Plan is discussed below. (*See supra* § VI.)

IV. SUMMARY OF SETTLEMENT NEGOTIATIONS AND TERMS

A. Cooper Farms.

Co-Lead Class Counsel reached the Settlement Agreement with Cooper Farms through confidential and arm’s-length negotiations. (*See* Clark Decl., ¶ 9.) The Settlement is the product

of negotiations that started in May 2023 and culminated shortly after the Court granted DPPs' motion for class certification. (*Id.*) As this litigation has been pending for over five years and now has a firm trial date, the parties have had ample opportunity to assess the merits of the Certified Class members' claims and Cooper Farms' defenses through extensive investigation, discovery, research, settlement discussions, and contested motion practice, and to balance the value of the Certified Class members' claims against the substantial risks and expense of continuing litigation. The parties ultimately executed the Settlement Agreement on March 6, 2025. (*See id.* at ¶¶ 6; *see also* Ex. A, Clark Decl.)

B. Farbest Foods.

Co-Lead Class Counsel reached the Settlement Agreement with Farbest Foods through confidential and arm's-length negotiations. (Clark Decl., ¶ 14.) The Settlement is the product of negotiations that started in February 2025 shortly after the Court granted DPPs' motion for class certification. (*Id.*) As this litigation has been pending for over five years and now has a firm trial date, the parties have had ample opportunity to assess the merits of the Certified Class members' claims and Farbest Foods' defenses through extensive investigation, discovery, research, settlement discussions and contested motion practice, and to balance the value of the Certified Class members' claims against the substantial risks and expense of continuing litigation. The parties ultimately executed the Settlement Agreement on March 6, 2025. (*See id.* at ¶ 11; *see also* Ex. B, Clark Decl.)

C. Terms of the Settlement Agreements.

The terms of the Settlement Agreements are nearly identical. (Clark Decl., ¶¶ 5-6, 11.) Both are modeled after the settlement DPPs reached with the Cargill Defendants. (*Id.*) The Court granted preliminary approval to the Cargill Settlement in January 2025. (*See* ECF No. 1128.) Under the terms of the Settlement Agreements, Cooper Farms and Farbest Foods will each pay

\$1,687,500 into separate interest-bearing escrow accounts for the benefit of the Certified Class. (See Settlement Agreements ¶ 9.) In addition to monetary relief, Cooper Farms and Farbest Foods will provide cooperation on the authenticity and admissibility of certain documents DPPs intend to use at trial and provide up to two trial witnesses. (See *id.* at ¶ 10.a-b.)

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

Both Settlement Agreements contain a termination provision whereby the Settling Defendant, at its sole discretion, may elect to terminate its Settlement Agreement if the Opt-Out Percentage exceeds the Opt-Out Termination Threshold. (*Id.*) The Opt-Out Termination Threshold value for each Settling Defendant is contained in separate Confidential Side Letters between Co-Lead Class Counsel and Cooper Farms and Farbest Foods respectively. (*Id.*)⁴ DPPs will report on the number of opt-outs and the final amounts recovered for the Certified Class prior to the Final Approval Hearing. DPPs have included the date for this reporting in their proposed Class Notice Plan.

The 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 Settlement Agreements ¶

⁴ These Confidential Side Letters will be provided to the Court for *in camera* review upon request.

11.)

Subject to approval of the Court, the proceeds from the Settlements (with accrued interest) will be used to: (1) pay for notice costs and costs incurred in the administration and distribution of the Settlements; (2); pay taxes and tax-related costs associated with the escrow accounts for the Settlements; (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 Settlement Agreements permit Co-Lead Class Counsel to separately withdraw up to \$250,000 from each of the Settlement Funds "to pay the costs of notice and for Preliminary Approval, Final Approval, and administration of the claims process for this Settlement Agreement." (*See* Settlement Agreements ¶ 6.d.) Any costs of notice actually incurred by Co-Lead Class Counsel are non-refundable. (*Id.* at ¶ 6.e.) 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 Settlement Agreements: (1) are the result of extensive good-faith and hard-fought negotiations between knowledgeable and skilled counsel; (2) were entered into after extensive factual investigation and legal analysis; and (3) in the opinion of experienced Co-Lead Class Counsel, the Settlement Agreements are fair, reasonable, and adequate. Based on both the monetary relief and cooperation elements of the Settlement Agreements, Co-Lead Class Counsel submits that the Settlement Agreements are in the best interests of the Certified Class members. (Clark Decl., ¶ 16.)

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENTS

The claims of the Certified Class may only be settled with the Court's approval. Fed. R. Civ. P. 23(c)(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*; *Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998). However, the Court must review the proposed Settlements to ensure that 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 the “range of possible approval” when it is conceivable that the proposed settlement will meet the standards applied for final approval. *See* NEWBERG, § 11.25, at 38-39 (quoting Manual for Complex Litig., § 30.41 (3d ed.)). In other words, 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) (listing the standard for final approval of a class action).)⁵

A. The Settlements results from arm’s-length negotiations.

The Settlements satisfy the standards required for preliminary approval. 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). As explained above, the Settlements are the result of confidential arm’s-length negotiations, much of which took

⁵ 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.

place after fact discovery had been completed and the Court had issued its Class Certification Order (ECF No. 1107). (Clark Decl. ¶¶ 9, 14.) Moreover, during the settlement negotiations, Co-Lead Class Counsel were focused on obtaining the best possible results for the Certified Class. (*See id.* at ¶¶ 10, 15.) As such, the Settlements should 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 fairness, reasonableness, and adequacy of the Settlements is supported by the relief obtained on behalf of the Certified Class. The Settlements provide substantial relief for the class, in accordance with Fed. R. Civ. P. 23(e)(2)(C). Payment of \$1,687,500 by each of the Settling Defendants provides the Certified Class with monetary relief of approximately \$3 million per market share point of the market for Class Products from each of the Settling Defendants. (Clark Decl. ¶¶ 8, 13.) This reflects a step-up in per market share point monetary relief as compared to the Tyson and Cargill Settlements reached prior to the Court's Class Certification order (*See id.* at ¶¶ 4, 8, 13). It also reflects a significant amount of money recovered for the Certified Class from Defendants who collectively sold about 1% of the Class Products. (*Id.*) Moreover, in addition to the monetary relief, the cooperation that the Certified Class will receive from the Settling Defendants will bolster DPPs' claims against the remaining Non-Settling Defendants at trial. (*Id.* at ¶¶ 7, 12.)

DPPs respectfully request the Court to preliminarily approve the Settlements.

VI. THE COURT SHOULD APPROVE THE PROPOSED CLASS NOTICE PLAN

DPPs respectfully request the Court's approval of the Class Notice Plan, which will inform the Certified Class of (1) the Court's order certifying the litigation class and (2) the Settlements. DPPs additionally request the Court permit Co-Lead Class Counsel to withdraw up to \$250,000 from each of the Settlement Funds to pay for Class Notice. (*See Settlement Agreements* ¶ 6.d-e.) Such approval is significant because the Class Notice will provide the Certified Class members

with their only opportunity to opt-out of the Certified Class. DPPs propose that any future settlements or judgment recoveries provide Certified Class members an opportunity to object but not to opt-out of the Certified Class.

DPPs have retained A.B. Data to administer the Class Notice Plan and the Settlements. This Court has previously appointed A.B. Data as the settlement and claims administrator for DPPs' settlements with Tyson and Cargill. (*See* ECF Nos. 352, 1128; *see also* Declaration of Eric Schachter file contemporaneously herewith ("Schachter Decl.") ¶ 2.) As discussed in detail below, 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. Ultimately, "the 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. The content and form of the proposed notice documents are fairly balanced, easy to read, and contain all the Rule 23 notice requirements.

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 seven 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 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; (5) that members of the Certified Class may exclude themselves from the Certified Class or object to the Settlement Agreements; (6) the time and manner for requesting such exclusions or submitting an objection; and (7) the binding effect of a class judgment on Certified Class members under Rule 23(c). (*See* Schachter Decl. ¶¶ 13-14, Exs. 1-3.) 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. The proposed Class Notice Plan provides the best notice practicable under the circumstances of this case.

Notice to the Certified Class must be the “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) (holding that the federal law requires only the best notice that is practicable under the circumstances). Such notice may be by “United States mail, electronic means, or other appropriate means,” including by publication. Fed. R. Civ. P. 23(c)(2B); *see Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 WL 818854 at *2 (N.D. Ill. March 2, 2017) (holding notice by publication permissible if class members not reasonably identifiable), *affirmed sub nom. Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792 (7th Cir. 2018). Additionally, 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 under the circumstances to the Certified Class. *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 granted final approval by the Court in the Tyson Settlement. (*See* Amended Order and Final Judgment (ECF No. 406) ¶ 10.) It provides reasonable notice to the Certified Class in the best manner possible under the circumstances of the litigation, and it comports with due process. Moreover, 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* Schachter Decl., Ex. 1 (long form notice), Ex. 2 (short form notice), and Ex. 3 (publication notice).) Importantly, the Class Notice documents 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 in the future. (*See* Schachter Decl., ¶ 13.)

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* Schachter Decl., ¶ 12, Ex. 1.) The long form notice will be sent to approximately 2,500 potential Certified Class members via first-class mail. (*See* Schachter Decl., ¶ 12.) 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.* at ¶ 14.)

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* Schachter Decl., ¶ 12, Ex. 2.) The short form notice will be sent to approximately

780 potential Certified Class members in this manner. (*See* Schachter Decl., ¶ 12.) 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.* at ¶ 13.)

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* Schachter Decl., ¶ 15.) 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 Schachter 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* Schachter Decl., ¶¶ 16-18.) 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 the administrator of the Class Notice Plan and the Settlements. A.B. Data is an experienced national class action notice provider and settlement administrator. (*See* Schachter Decl., Ex. 4.) The Court previously appointed A.B. Data to administrate the Tyson and Cargill settlements. (*See* ECF Nos. 265, 1128.)

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* 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 and Cargill settlements. (*See* ECF Nos. 265, 1128.) The Huntington National Bank's qualifications are attached as Exhibits A and B to the Declaration of Robyn Griffin filed contemporaneously herewith.

VIII. THE COURT SHOULD SCHEDULE A FAIRNESS HEARING

For each Settlement that has not been terminated pursuant to paragraph 21, the last step in the settlement approval process is the Fairness Hearing. There, the Court may hear all the evidence necessary to evaluate the proposed Settlements. Proponents of the Settlements may explain and describe the terms and conditions of the Settlements and offer argument in support of the Settlements' approval. Additionally, members of the Certified Class, or their counsel, may be heard regarding the proposed Settlements, if they choose. DPPs propose the following schedule of events necessary for disseminating Certified Class Notice to the Certified Class and the Fairness Hearing.

<u>DATE</u>	<u>EVENT</u>
10 days after the filing of this Motion for Preliminary Approval	Defendants Cooper Farms and Farbest Foods each 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(d)
7 days after the entry of the Preliminary Approval Order or April 22, 2025, whichever is later	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) request exclusion from the Certified Class; (2) file objections to the Settlements, and (3) file notices to appear at the Fairness Hearing
7 days after last day to request exclusion from the Certified Class	Co-Lead Counsel to provide Cooper Farms and Farbest Foods with a list of all persons and entities who have timely and validly requested exclusion from the Certified Class
14 days before the Fairness Hearing	Co-Lead Counsel shall file a motion for Final Approval of the Settlements and all supporting papers, providing a list of all timely and valid exclusions from the Certified Class (as well as all rejected exclusion requests), and Co-Lead Class Counsel and Defendants Cooper Farms and Farbest Foods may respond to any objections to the proposed Settlements
40 days after the last day to request exclusion from the Certified Class or as soon thereafter as may be heard by the Court	Fairness Hearing regarding the Settlements ⁶

IX. CONCLUSION

For these reasons, DPPs respectfully request that the Court preliminarily approve the proposed Settlements, approve DPPs plan to defer distribution of the proceeds of the Settlements until a date later in the litigation, approve the Certified Class Notice Plan, direct Certified Class

⁶ 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.* at § 1715(d). Under the Settlement Agreement, within ten days of the filing of this motion, Cooper Farms and Farbest Foods 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.

Notice be sent to the Certified Class, appoint the administrators necessary to effectuate the Certified Class Notice Plan, and schedule a Fairness Hearing for the Settlements.

Dated: March 25, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on March 25, 2025, a copy of the foregoing was electronically filed with the Clerk of the Court using the Courts's CM/ECF system, which will send notification of the filing to all counsel of record.

By: /s/ Brian D. Clark
Brian D. Clark