

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

IN RE TURKEY ANTITRUST LITIGATION

Case No. 1:19-cv-08318

This Document Relates To:

Honorable Sunil R. Harjani
Hon. Keri L. Holleb Hotaling

COMMERCIAL AND INSTITUTIONAL
INDIRECT PURCHASER PLAINTIFF
ACTIONS

**MEMORANDUM IN SUPPORT OF COMMERCIAL AND INSTITUTIONAL
INDIRECT PURCHASER PLAINTIFFS' UNCONTESTED MOTION FOR FINAL
APPROVAL OF SETTLEMENTS WITH DEFENDANTS COOPER FARMS, FARBEST
FOODS, AND CARGILL AND ENTRY OF FINAL JUDGMENT**

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I. INTRODUCTION

The Commercial and Institutional Indirect Purchaser Plaintiffs (“CIIPPs”), through their Court appointed Class Counsel,¹ hereby seek final approval of their Settlements² with Cooper Farms, Inc. (“Cooper Farms”); Farbest Foods, Inc. (“Farbest Foods”); and Cargill, Incorporated and Cargill Meat Solutions Corporation (together “Cargill”) (collectively, the “Settling Defendants”). Pursuant to the Settlement Agreements, Cooper Farms and Farbest Foods have each pay \$562,500 and Cargill has paid \$4,000,000 into Escrow Accounts as defined in the Settlement Agreements which will be paid to the Certified Class.³ *See* Decl. of Michael J. Flannery in Support of CIIPPs’ Motion for Final Approval (“Flannery Decl.”) ¶¶10-11.

This Court granted Preliminary Approval to the Cooper Farms and Farbest Foods Settlements on May 13, 2025. ECF No. 1276. This Court granted Preliminary Approval to the

¹ The Court appointed Cuneo Gilbert & LaDuca, LLP and Barrett Law Group, P.A. as Co-Lead Counsel for the certified CIIPP classes on January 22, 2025. ECF No. 1107.

² Unless otherwise noted, all capitalized terms shall have the same meaning as in Cooper Farms Settlement Agreement (ECF No. 1256-2), Farbest Foods Settlement Agreement (ECF No. 1256-1), and Cargill Settlement Agreement (ECF No. 1361-1) (collectively, the “Settlement Agreements” or “Settlements”).

³ The terms “Certified Class” and “Class” as used herein refer to the CIIPP litigation class certified in the Court’s Class Certification Order (ECF No. 1107) and described in the Cargill Preliminary Approval Order (ECF No. 1371): “All entities in the Indirect Purchaser States that indirectly purchased fresh or frozen, uncooked turkey breast, ground turkey, or whole bird turkey products sold by Defendants in the United States during the Class Period for their own use in commercial food preparation.” ECF No. 1371. The Indirect Purchaser States consist of Arizona, Arkansas, California, the District of Columbia, Florida, Illinois, Iowa, Kansas, Maine, Michigan, Minnesota, Missouri, Mississippi, North Carolina, North Dakota, Nebraska, New Hampshire, New Mexico, Nevada, New York, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Wisconsin, and West Virginia. ECF No. 1107. Turkey breast products excludes: (1) turkey breasts used to make ground turkey, (2) organic turkey breast products, (3) No Antibiotics Ever (“NAE”) turkey breast products, and (4) cooked or Ready-to-Eat (“RTE”) turkey breast products. Ground turkey products excludes: (1) ground turkey products made from turkey breasts, (2) ground turkey products made from turkey wings, (3) burgers, sausages, and patties, (4) organic ground turkey products, (5) NAE ground turkey products, and (6) cooked or RTE ground turkey products. Whole bird turkey products excludes: (1) organic turkey whole bird products, (2) NAE turkey whole bird products, and (3) cooked or RTE turkey whole bird products. *Id.* Specifically excluded from this Class are the Defendants and their Co-Conspirators; the officers, directors or employees of any Defendant or Co-Conspirator; any entity in which any Defendant or their Co-Conspirator has a controlling interest; any entity with an interest, controlling or non-controlling, in a Defendant or their Co-Conspirator; any (in whole or in part), affiliate, legal representative, heir or assign of any Defendant or their Co-Conspirator. Also excluded from this Class are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any Co-Conspirator identified in this action. The Class Period is January 1, 2010 through December 31, 2016. *Id.*

Settlement with Cargill on August 14, 2025. ECF No. 1371. In granting Preliminary Approval, the Court found the Settlements Agreements to be fair, reasonable, and adequate to the Class. ECF No. 1371.

On May 21, 2025 the Court approved CIIPPs' Notice Plan in connection with the Cooper Farms and Farbest Foods Settlements and authorized CIIPPs to utilize Epiq Class Action & Claims Solutions, Inc. ("Epiq") and Hilsoft Notifications ("Hilsoft") as the notice administrator for the Settlements (hereinafter "Settlement Administrators"). ECF No. 1286. On September 17, 2025, the Court similarly approved CIIPPs' Notice Plan in connection to the Cargill Settlement and authorized Epiq/Hilsoft to serve as notice administrators. ECF No. 1399. As described in detail below, *infra* Section IV.A., this Notice Plan employed direct and indirect methods to provide to Class Members with detailed information on the case, the settlements, and provided access to key documents and answers to frequently asked questions. *See* Decl. of Cameron Azari in Support of CIIPPs' Motion for Final Approval ("Azari Decl.").

CIIPP Class Counsel and the Settlement Administrator have now successfully executed the Court-approved Notice Plan, reaching the greatest practicable number of Class Members. *See* Flannery Decl. ¶ 12; Azari Decl. ¶ 8. This has confirmed that the Settlement Agreements are fair, reasonable, adequate, and in the best interests of the Class. The Class has reacted positively to the Settlement Agreements. The deadline to object to the Settlements was November 6, 2025, and Class Counsel are aware of no objections to the Settlements and are aware of only one request for exclusion from the Class.⁴ *See* Azari Decl. ¶ 32.

⁴ As stated in CIIPPs' Report of Notice Plan Completion and Identification of Opt Outs (ECF No. 1396), Epiq received one request for exclusion. This exclusion request was made on behalf of Carina Ventures, LLC. However, CIIPPs do not consider Carina's opt-out request a valid exclusion because the notice sent to Carina was in error, and Carina does not consider itself a CIIPP Class member because it is not an indirect purchaser of turkey.

CIIPPs do not intend to distribute the proceeds from the Settlement Agreements to qualifying members of the Class at this time but, instead, intend to combine any distribution from the Settlements with proceeds from future settlements or other recoveries in the litigation. Flannery Decl. ¶ 13.

CIIPPs respectfully request that the Court grant Final Approval of the Settlements and enter Final Judgment.

II. LITIGATION HISTORY

The Court is very familiar with the progression of this case, as recently laid out in CIIPPs' Memorandum in Support of their Motion for an Award of Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards. ECF No. 1442. CIIPPs will therefore supply a short summary of their settlements to date in lieu of a detailed recitation of the litigation background.

These Settlements represent CIIPPs second, third, and fourth settlements obtained in this litigation. On February 10, 2022, the Court granted final approval of CIIPPs' settlement with Tyson Foods, Inc., Tyson Fresh Meats, Inc., Tyson Prepared Foods, Inc., and Hillshire Brands Co. (collectively "Tyson") for \$1,750,000. ECF No. 433. The Court also appointed Epiq and Hilsoft as the notice and claims administrator and approved CIIPPs' proposed notice plan. *Sandee's Catering v. Agri Stats, Inc. et al*, 20-cv-02295, ECF No. 196 (N.D. Ill. 2020); 20-cv-02295, ECF No. 206. The Tyson Settlement was reached before the Court certified the CIIPP litigation class on January 22, 2025.

CIIPP Counsel continue to vigorously prosecute CIIPPs' claims in this litigation against the remaining Defendants.

III. SUMMARY OF THE SETTLEMENT AGREEMENTS

On May 13, 2025, the Court granted preliminary approval of CIIPPs' settlement with Farbest Foods and Cooper Farms, each for \$562,500. ECF No. 1276. And most recently on August 14, 2025, the Court granted preliminary approval of CIIPPs settlement with Cargill for \$4,000,000. ECF No. 1371. These Settlements were reached following extensive and confidential arm's-length negotiations. Throughout this process, Settling Defendants were represented by experienced and sophisticated Counsel. The parties have had ample opportunity to assess the merits of CIIPPs' claims and the Settling Defendants' defenses through investigation, research, settlement discussions, and contested motion practice, including class certification, as well as to balance the value of the Class's claims against the substantial risks of continued litigation.

The terms of the Settlement Agreements are substantially the same. Cooper Farms and Farbest Foods each agreed to pay into an interest-bearing Escrow Account \$562,500. These payments were deposited on May 30, 2025. Flannery Decl. ¶10. Cargill agreed to pay into an interest-bearing Escrow Account \$4,000,000, which was deposited on September 10, 2025. Flannery Decl. ¶11.

In addition to the monetary relief, the Settling Defendants agree to provide material cooperation to CIIPPs. Cooper Farms and Farbest Foods agreed to use reasonable efforts to provide CIIPPs, upon reasonable request, with (a) declarations or affidavits relating to whether documents identified in Appendix A of the parties' Evidentiary Stipulations dated January 9, 2025 and January 2, 2025 (respectively) satisfy the factual predicates for a record of regularly conducted activity within the meaning of F.R.E. 803(6); (b) comparable declarations or affidavits relating to up to 30 additional documents not on the aforementioned stipulation; and (c) up to two current employees of each Settling Defendant to appear as witnesses at trial, assuming they remain employed by the

Settling Defendant at the time of trial. ECF No. 1256-1 at ¶10; ECF No. 1256-2 at ¶10. Similarly, Cargill agreed to provide CIIPPs, upon reasonable request, with (a) declarations or affidavits relating to whether documents identified in Appendix A of the parties' Evidentiary Stipulation dated December 20, 2024 satisfy the factual predicates for a record of regularly conducted activity within the meaning of F.R.E. 803(6); (b) comparable declarations or affidavits relating to up to 30 additional documents not on the stipulation; and (c) up to three current employees of Cargill to appear as witnesses at trial, assuming they remain employed by the Settling Defendant at the time of trial. ECF No. 1361-1 at ¶10.

In exchange, CIIPPs agreed to, among other things, release certain Released Claims (as defined in the Settlement Agreements) against the Released Parties (as defined in the Settlement Agreements). No. 1256-1 at ¶15; ECF No. 1256-2 at ¶15; ECF No. 1361-1 at ¶16. The releases in the Settlement Agreements are substantially the same and release the Released Parties from all claims that were, or could have been, brought in this litigation arising from the conduct alleged by CIIPPs. The release does not extend to any other non-settling Defendants. In addition, consistent with the judgment-sharing agreement between certain Defendants, CIIPPs agree that in the event they obtain a verdict and judgment against any Defendants other than the Settling Defendants, those non-settling Defendants would not be jointly and severally liable for the Settling Defendants' share of the damages. No. 1256-1 at ¶11; ECF No. 1256-2 at ¶11; ECF No. 1361-1 at ¶12.

The Settlements (with accrued interest) will be used to: (1) pay for notice costs and costs incurred in the administration and distribution of the Settlement; (2) pay taxes and tax-related costs associated with the Escrow Account for proceeds from the Settlement; (3) make a distribution to the CIIPP Class in accordance with a plan to be filed in the future; and (4) pay attorneys' fees, litigation expenses, and service awards. On October 23, 2025, CIIPPs filed a Motion for an Award

of Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards. ECF No. 1441.

Based on both the monetary relief and cooperation elements of the Settlement Agreements, CIIPP Counsel submit that the Settlement Agreements are in the best interests of the CIIPP Class.

IV. LEGAL STANDARD

As has been stated by this Circuit Court, “[f]ederal courts naturally favor the settlement of class action litigation.” *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996). Settling litigation of this nature serves the public interest by minimizing litigation expenses of the parties and reducing the strain such litigation imposes upon already scarce judicial resources. *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 313 (7th Cir. 1980).

Rule 23 jurisprudence lays out a defined procedure and specific criteria for class action settlement approval, namely, the court’s preliminary approval of the proposed settlement upon finding that the proposed settlement is sufficiently likely to be finally approved as to warrant sending notice to the class members; dissemination of notice of the settlement to class members and providing class members an opportunity to object to the proposed settlement; and a fairness hearing at which class members may be heard regarding the settlement, and the where the court determines the fairness, adequacy, and reasonableness of the settlement. *See* 4 Newberg and Rubenstein on Class Actions § 13:39, *et seq.* (5th ed.). This procedure safeguards class members’ due process rights and enables the Court to fulfill its role as the guardian of class interests. *See id.*

A. The Approved Notice Program Has Been Implemented and Satisfies Due Process

The Court-approved Notice Plan for these Settlements has been successfully implemented, and Class members have been notified of the Settlements. Flannery Decl. ¶ 12; Azari Decl. ¶¶ 5-6. When a proposed class action settlement is presented for court approval, the Federal Rules require “the best notice that is practicable under the circumstances,” and certain specifically

identified items in the notice be “clearly and concisely state[d] in plain, easily understood language.” Fed. R. Civ. P. 23(c)(2)(B). Importantly, a settlement notice serves as a summary, not a complete source of information. *See, e.g., Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1153 (8th Cir. 1999); *In re “Agent Orange” Prod. Liab. Litig.*, 818 F.2d 145, 170 (2d Cir. 1987); *Mangone v. First USA Bank*, 206 F.R.D. 222, 233 (S.D. Ill. 2001).

The Notice Plan approved by the Court (*see* Order Granting Approval of Proposed Notice Plan, ECF No. 1286; ECF No. 1399) primarily relies on direct mail and email notice to potential Class members and is supplemented by publication notice. This method is commonly used in class actions like this one.⁵ *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997); *City of Greenville v. Syngenta Crop Prot. Inc.*, No. 3:10-cv188, 2012 WL 1948153, at *4 (S.D. Ill. May 30, 2012); Fed. R. Civ. P. 23(c)(2)(B). It constitutes valid, due, and sufficient notice to class members, and is the best notice practicable under the circumstances.

The Notice Plan was implemented by the Court appointed notice administrators Epiq and Hilsoft. Flannery Decl. ¶ 12. The content of both the Long Form Notice and direct email notice complies with the requirements of Rule 23(c)(2)(B). All notices clearly and concisely explain the nature of the litigation and the terms of the Settlement using plain language. *See* Azari Decl. ¶¶ 33-36. The Long Form Notice provided substantial information to the Class, including a summary page, which provided a concise overview of the important information and a table, which highlighted options available to the Class and pertinent deadlines. *See* Azari Decl. Attachment 2. The Long Form Notice was organized into logical sections to make the key information and important deadlines clear and easy to find, while a question-and-answer format made it easy to

⁵ The Notice Plan implemented here is substantially similar to the notice plan given Final Approval in CIIPPs’ settlement with Tyson. No. 1:20-cv-2295, ECF No. 206.

find answers to common questions by breaking the information into simple headings. *Id.* The direct email notice likewise provides a clear description of who is a member of the Class and the binding effects of Class membership. *See* Azari Decl. Attachment 1. Further, it explains how to exclude oneself from the Class and how to object to the Settlement. *Id.* The direct email notice also explains that it provides only a summary of the settlement, and that more details regarding the settlement are available on the settlement website. *Id.* A settlement website was established, www.TurkeyCommercialCase.com, and allows members of the Class to obtain detailed information about the case and review key documents, including the Complaint, Long Form Notice, Settlement Agreements, Motions for Preliminary Approval, Preliminary Approval Order and Notice Order, as well as answers to frequently asked questions. *See* Azari Decl. ¶ 29. As of November 24, 2025, there have been 48,721 unique visitor sessions to the website. *Id.* Direct email notice was provided to approximately 208,550 class members and included a summary of the settlement with a link to the settlement website, whereby recipients were able to access the Long Form Notice, Settlement Agreements, and other information about the settlements. *Id.* ¶¶ 23-24; *see also* Azari Decl. Attachment 1. The Notice Plan also included internet digital notices, which received a combined total of more than 189 million targeted impressions. Azari Decl. ¶¶ 23-24; *see also* Azari Decl. Attachment 3. Sponsored internet search listings were also displayed 30,195 times and resulted in over 896 clicks to the settlement website. *Id.* ¶¶ 25-26. The toll-free telephone number established to allow members of the Class to call for additional information and listen to answers to frequently asked questions had handled 28 calls representing 65 minutes of use as of November 24, 2025. *Id.* at ¶ 30. The Notice Program as designed and implemented reached the greatest practicable number of identified Class Members, reaching approximately 73% of the identified Class. *Id.* at ¶ 8.

The Settlement Administrators were available to receive requests for exclusion or objections to the Settlement. *Id.* at ¶¶ 39-41. The deadline to request exclusion from the Settlement or to object to the Settlement was November 6, 2025. As of November 24, 2025, the Settlement Administrators are not aware of any objections to the Settlement and have only received one request for exclusion from the Settlement.⁶ *Id.* at ¶ 32.

B. The Settlements Are Fair, Reasonable, and Adequate, and Should Be Granted Final Approval

The standard for final approval of a class action settlement is whether the settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e); *Uhl v. Thoroughbred Tech. & Telecomms., Inc.*, 309 F.3d 978, 986 (7th Cir. 2002); *Isby*, 75 F.3d at 1198–99. Evaluation and approval of a class action settlement are left to the discretion of the court. *See Isby*, 75 F.3d at 1197. As a part of the court having wide latitude in making its determination, there is “no requirement that an evidentiary hearing be conducted as a precondition to approving a settlement in a class action suit.” *Depoister v. Mary M. Holloway Found.*, 36 F.3d 582, 586 (7th Cir. 1994).

In evaluating the fairness of a proposed class action settlement, courts typically consider: (1) the strength of plaintiffs’ case compared to the amount of defendants’ settlement offer; (2) an assessment of the likely complexity, length, and expense of the litigation; (3) an evaluation of the amount of opposition to settlement among affected parties and the reaction of the class members; (4) the opinion of competent counsel; and (5) the stage of the proceedings and the amount of discovery completed at the time of settlement. *See Isby*, 75 F.3d at 1198-99. Additionally, there is an initial presumption that a proposed class action settlement is fair, reasonable and adequate when the settlement was the result of arm’s-length negotiations. *See* 4 Newberg and Rubenstein on Class

⁶ *See supra* Section I.fn 4.

Actions § 13:43 (5th ed.); *Great Neck Cap. Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 410 (E.D. Wis. 2002).

Here, the Court has already found that a number of these facts were satisfied in granting preliminary approval to these Settlements (*see generally* Orders Granting Preliminary Approval ECF No. 1276; ECF No. 1371). Now that Class members have received notice and have had an opportunity to provide input, their reaction has been extremely favorable, *infra* Section IV.B.3. Thus, each of these factors support granting final approval to this Settlement, which was the result of extensive arm's-length negotiations.

1. The Settlement Provides a Substantial Recovery to the Class

In the Seventh Circuit, it has been recognized that “[i]n complex litigation with a plaintiff class ‘partial settlements often play a vital role in resolving class actions.’” *Agretti v. ANR Freight Sys., Inc.*, 982 F.2d 242, 247 (7th Cir. 1992) (quoting 1-Part A Manual for Complex Litigation Second, Moore’s Federal Practice § 30.46 (1986)). The financial benefits of the Settlements are significant: Cooper Farms, Farbest Foods, and Cargill collectively paying \$5,125,000 in monetary relief to the Class.

Further, these Settlements allow CIIPPs to continue to prosecute their case against the non-settling Defendants and will enable CIIPPs to maximize recovery from those Defendants. As such, the Settlements are excellent recoveries for the Class. They fall well within the range of possible approval and should be granted Final Approval by the Court. The agreed upon cooperation between the Settling Defendants and CIIPPs will additionally assist CIIPPs in the prosecution of the remaining claims against non-settling Defendants. Flannery Decl. ¶¶ 10-11.

2. Settlements Eliminate Significant Risk to a Class Facing Complex, Lengthy, and Expensive Litigation

The Settlements eliminate significant risks CIIPPs would face if the case were to proceed

against the Settling Defendants, including the complexity, length, and expense associated with this type of complex litigation. The Settlement allows Class members to recover a significant sum from the Settling Defendants that will undoubtedly put pressure on, and allow the CIIPPs to maximize future recoveries from, the non-settling Defendants. Absent settlements, CIIPPs would need to go to trial, and bear the burden of establishing liability, impact, and damages before obtaining any recovery from these Defendants. *See, e.g., Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005) (“Indeed, the history of antitrust litigation is replete with cases in which antitrust plaintiffs succeeded at trial on liability, but recovered no damages, or only negligible damages, at trial or on appeal.”) (quoting *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 476 (S.D.N.Y. 1998)). Continued litigation against the remaining Defendants, absent future settlements, will involve significant additional expenses and protracted legal battles. Therefore, the complexity, length, and expense of further litigation, which the Settlement mitigates at least as to Tyson, also favor final approval. *See Larsen v. Trader Joe’s Co.*, No. 11-cv-05188, 2014 WL 3404531, at *4 (N.D. Cal. July 11, 2014) (“Avoiding such unnecessary and unwarranted expenditure of resources and time would benefit all parties, as well as conserve judicial resources Accordingly, the high risk, expense, and complex nature of the case weight in favor of approving the settlement.”) (citation omitted); *In re Lawnmower Engine Horsepower Mktg. & Sales Practices Litig.*, 733 F. Supp. 2d. 997, 1008 (E.D. Wis. 2010) (“The ‘complexity, length, and expense of further litigation’ factor strongly favors this settlement”) (citation omitted).

3. No Class Member Has Objected to the Settlement

The unanimous and positive reaction of the Class members to the Settlement supports final approval. Settlement Administrators have sent 208,550 Email Notices to potential Class Members with a facially valid email address, as obtained from the potential Class Member List, and only 33,630 of those notices Email Notices were undeliverable, an 83.8% delivery rate. Azari Decl. ¶16.

Additionally, Administrators maintained a settlement website, toll-free telephone number, sponsored internet search listings, banner notices and media releases as described in Section IV.A., *supra*. After this vast outreach, no Class member objected to the Settlement. *Id.* at ¶ 32.

This unanimous and positive response of the Class supports finding that the Settlement is fair, reasonable, and adequate. *See Bynum v. Dist. of Columbia*, 412 F. Supp. 2d 73, 77 (D.D.C. 2006) (“The low number of opt outs and objectors (or purported objectors) supports the conclusion that the terms of the settlement were viewed favorably by the overwhelming majority of class members.”); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (“A very small percentage of affected parties have opposed the settlement.... only 342 [of more than 100,000]Class Members excluded themselves from the settlement and only 15 Class Members submitted documents that could be considered objections.”); *Pallas v. Pac. Bell*, No. C-89-2373, 1999 WL1209495, at *8 (N.D. Cal. July 13, 1999) (“The small percentage—less than 1%—of persons raising objections is a factor weighing in favor of approval of the settlement.”). In fact, the absence of objections to and limited opt-outs from the Settlements especially favor approval when, as here, “much of the class consists of sophisticated business entities[.]” *In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 14-CV-2058, 2015 WL 9266493, at *7 (N.D. Cal. Dec. 17, 2015) (citing *In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 629 (E.D. Pa. 2004).

4. The Settlement Resulted from Hard-Fought, Arm’s Length Negotiations and Experienced Counsel Recommend Approval

The fact that the Settlements are the product of hard-fought, arm’s-length negotiations supports a presumption that the Settlements are fair, reasonable, and adequate. *See* 4 Newberg and Rubenstein on Class Actions § 13:43 (5th ed.); *see also Great Neck*, 212 F.R.D. at 410; *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). As detailed in this Motion and the supporting Declarations, the Settlements are the product of extensive arm’s-length negotiations.

Flannery Decl. ¶¶ 7-8. These protracted arm's-length settlement negotiations support approval of the Settlements by demonstrating that they are free from collusion. *See, e.g., In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003).

It is well established that the judgment and opinion of experienced and competent counsel should be taken into account when assessing whether a settlement is fair, reasonable, and adequate. “The recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 2015 WL 9266493, at *6 (quoting *In re Omnivision*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2007)); *see also Kleen Prod. LLC v. Int’l Paper Co.*, No. 1:10-cv-05711, 2017 WL 5247928, at *3 (N.D. Ill. Oct. 17, 2017) (“The Settlement was negotiated by highly skilled and experienced antitrust and class action lawyers, who have held leadership positions in some of the largest class actions around the country.”). Co-Lead Counsel consider the Settlement Agreements to be fair, reasonable, and adequate. Flannery Decl. ¶ 14. Therefore, the endorsement of the Settlements by Co-Lead Counsel for the Class (which the Court knows to be qualified, experienced, and thoroughly familiar with antitrust class action litigation) is another fact that supports approval.⁷

5. The Stage of the Proceedings and Amount of Discovery Support Final Approval

The stage of the case also strongly supports Final Approval of the Settlements. This information is relevant in determining whether CIIPPs and Class Counsel made informed decisions to approve and recommend the settlements, as well as how fully the Court is able to evaluate the merits of CIIPPs’ claims. *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 966 (N.D. Ill. 2011). As this Court is aware, class certification was granted after a robust

⁷ *See, e.g.*, ECF No. 1107 at 71 (Class Certification Order appointing Cuneo Gilbert & LaDuca LLP and Barrett Law Group Co-Lead Counsel for the certified CIIPP litigation classes).

set of hearings on the facts. Fact discovery itself is closed. CIIPPs have served their merits expert reports and reply reports. The only hurdle remaining before trial is summary judgment. Further, the years of robust discovery that occurred before the settlement weigh in favor of granting final approval. *See Hispanics United of DuPage County v. Village of Addison, Ill.*, 988 F. Supp. 1130, 1170–71 (N.D. Ill. 1997) (“advanced stage of the proceedings weigh[ed] heavily in favor of approving the settlement.”).

V. CONCLUSION

For the foregoing reasons, CIIPPs respectfully request that the Court grant Final Approval to the Settlements and enter Final Judgment.

Dated: December 2, 2025

Respectfully submitted:

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on December 2, 2025, a copy of the foregoing was filed electronically 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.

By: /s/ Michael J. Flannery

Michael J. Flannery