

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

IN RE TURKEY ANTITRUST LITIGATION

NO. 19-CV-08318

THIS DOCUMENT RELATES TO:

HON. SUNIL R. HARJANI

COMMERCIAL AND INSTITUTIONAL
INDIRECT PURCHASER PLAINTIFF
ACTION

HON. KERI L. HOLLEB HOTALING

**MEMORANDUM IN SUPPORT OF UNCONTESTED MOTION FOR PRELIMINARY
APPROVAL OF COMMERCIAL AND INSTITUTIONAL INDIRECT PURCHASER
PLAINTIFFS' SETTLEMENT WITH AGRI STATS, INC.**

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I. INTRODUCTION

Commercial and Institutional Indirect Purchaser Plaintiffs (“CIIPPs”) have reached a proposed Settlement with Defendant Agri Stats, Inc. (“Agri Stats”) on behalf of the CIIPP Class.¹ Pursuant to the Settlement Agreement, Agri Stats has agreed to unprecedented reforms to its conduct that accomplish a central objective of this lawsuit: preserving the procompetitive value of Agri Stats’ reports while eliminating the features alleged to have suppressed production and inflated prices. (Flannery Decl., ¶ 9). In addition, Agri Stats will provide meaningful trial cooperation which will assist CIIPPs in the prosecution of their claims against the remaining Defendants. (*Id.*).

CIIPPs respectfully move the Court for Preliminary Approval of the Settlement Agreement with Agri Stats. In a separate motion, CIIPPs will ask the Court to approve a proposed plan for disseminating notice to the CIIPP Class, to appoint an administrator to implement the notice plan, and to schedule a Final Fairness Hearing for the Settlement.

As described below, the Settlement Agreement is fair, reasonable, and adequate, and satisfies all the factors required for Preliminary Approval. CIIPPs respectfully request that the Court issue an order 1) preliminarily approving this Settlement; and 2) defer notice of the Settlement to allow for consolidation of the notice of the Agri Stats Settlement with other possible settlements in order to reduce costs to the CIIPP Class.²

¹ See Declaration of Michael J. Flannery (“Flannery Decl.”), Ex. A (Long-Form Settlement Agreement Between Commercial and Institutional Indirect Purchaser Plaintiffs and Agri Stats (the “Settlement Agreement”)). Capitalized terms in this memorandum are defined in the Settlement Agreement.

² The terms of this Settlement do not include monetary relief. As such, Co-Lead Counsel are not seeking payment of attorney’s fees, current and ongoing expenses, or service awards in connection with this Settlement.

II. LITIGATION AND SETTLEMENT BACKGROUND

Because the Court is very familiar with this case, CIIPPs will not provide a detailed recitation of the litigation background. *See, e.g.*, Class Certification Order (ECF No. 1107). CIIPPs note, however, that the Court's Class Certification Order has positively impacted settlements in this case. Prior to the Court's certification of the CIIPP Class, CIIPPs received final approval for a settlement with Tyson Defendants for \$1,750,000 in monetary relief and material cooperation from Tyson to the CIIPP Class. (ECF No. 433, ECF No. 190-1, No. 1:20-cv-2295 (N.D. Ill. July 6, 2021)). Since the Class Certification Order, CIIPPs received final approval for settlements with Farbest Foods, Cooper Farms, and Cargill for \$ 5,886,500 (combined) in monetary relief and material cooperation from Farbest Foods, Cooper Farms and Cargill. (*See* ECF No. 1476). CIIPPs have also recently received preliminary approval of their settlement with House of Raeford, which likewise includes \$762,500 in monetary relief and material cooperation. (*See* ECF No. 1785). On April 29, 2026, CIIPPs reached this proposed Settlement with Agri Stats.

The Court's encouragement to engage in settlement discussions given the summary judgment briefing and upcoming October 2026 trial resulted in CIIPPs' settlement with both House of Raeford and Agri Stats. CIIPPs continue their efforts to resolve their claims with the remaining Defendants to reach additional settlements before trial, at which point CIIPPs will move for notice to be directed to the CIIPP Class.

III. SUMMARY OF THE SETTLEMENT AGREEMENT

CIIPPs reached the Settlement Agreement with Agri Stats after years of hard-fought litigation and heavily negotiated, arm's-length settlement discussions. (Flannery Decl., ¶ 6). Co-Lead counsel balanced the value of the Certified Class members' claims against the substantial risks and expense of continuing litigation, including the possibility that no monetary recovery could be had against Agri Stats. (*See* ECF No. 1177 at 5-7 (describing Plaintiffs "good faith belief

that Agri Stats may file for bankruptcy before trial’’)). The Settlement Agreement was executed on April 29, 2026. (Flannery Decl., ¶ 6; Ex. A.)

The Settlement provides for unprecedented conduct reform related to Agri Stats’ publication of turkey processing reports and antitrust policies. (Flannery Decl., ¶ 7; Ex. A, ¶ 8.) CIIPPs believe the conduct reform will provide an enormous benefit to turkey purchasers should Agri Stats choose to restart its turkey report program. (Flannery Decl., ¶ 7.) The conduct reform called for in the Settlement that Agri Stats will implement includes but is not limited to:

- a. Retain an experienced outside attorney with responsibility for antitrust compliance.
- b. Conduct annual employee antitrust compliance training.
- c. Implement a written antitrust compliance policy and training:
 - (i) Prohibiting Agri Stats and its employees from disclosing to a competitor of a turkey subscriber, orally or in writing (including through custom reports), any non-public information collected from a turkey subscriber other than the anonymized information disclosed in Agri Stats’ reports;
 - (ii) Prohibiting any Agri Stats’ turkey report from containing actual competitor- or plant-level price or production volume data;
 - (iii) Implementing data security measures to prevent turkey customer employees who transition from firm A to firm B from accessing firm A data;
 - (iv) Implementing data security measures to prevent Agri Stats’ employees who transition to a customer firm from accessing nonpublic or non-anonymized Agri Stats data;
 - (v) Prohibiting Agri Stats and its employees from assisting with identifying and/or de-anonymizing turkey subscriber data in Agri Stats’ reports;
 - (vi) Ensuring that all data values within all data fields in Agri Stats’ turkey reports consist of data from at least three entities³ with no entity representing more than 70% of the data, except for quartile

³ If the unit of the report is the plant, the 3-count rule should apply to plants; if the unit of the report is the firm, the 3-count rule should apply to firms.

data fields and plant-level data fields (that are not removed as set forth in Exhibit A, as discussed below);

- (vii) Agri Stats will suppress any fields that have categorical values (for example a field that takes on values of YES and NO, or a plant shift field which lists the shifts a plant operates, or the breed processed at a particular plant) if any given value of that category has fewer than three firms. If, at any time, the number of plants increases or the number of firms that take on a particular value increases, the field no longer needs to be suppressed. Conversely if the number of plants decreases or the number of firms that take on a particular value decreases such that fewer than three firms take on a particular value, the field will be suppressed even if it had not been in the past; and
 - (viii) Requiring that, other than data available for anyone to purchase as set forth below, every data field in Agri Stats' turkey reports shall be composed of data that is at least 45 days old on average.
- d. Implement provisions protecting confidentiality of competitor data in Agri Stats' turkey customer contracts.
 - e. Remove all participant lists in turkey reports.
 - f. Remove all flags in turkey reports.
 - g. Remove in the turkey reports made available to a report recipient all plant-level production-related data fields identified in Exhibit A for turkey subscribers other than the report recipient. Notwithstanding the foregoing, Agri Stats may provide to a subscriber a subscriber's rank and percentile for these data fields.
 - h. Modify the turkey reports as necessary to (1) delete variance fields and/or (2) suppress "linking" of data fields across reports that would otherwise disclose the plant-level data field identified in Exhibit A.
 - i. Nothing in this Settlement Agreement prohibits or limits EMI's ability to provide nationwide average price data by product category for anyone (including consumers) to purchase. Agri Stats also shall publish a turkey performance report containing the production-related data fields identified in Exhibit B for anyone (including consumers) to purchase. Neither Agri Stats nor EMI may reuse a purchase of such reports on the basis that the purchaser is not a protein producer unless the persons or entities have unresolved claims ending against Agri Stats. The prices for such reports shall be no more than the average price being charged to Agri Stats' or EMI's regular customers as of the date of purchase. Except as set forth in this paragraph, nothing in this Settlement Agreement shall prohibit Agri Stats or EMI from adjusting or altering prices to any customer or adjusting other terms and conditions of purchase from time to time in its sole discretion. Such reports shall be made available without requiring the submission of data from subscribers, except that Agri Stats and

EMI may continue to require processors to submit data.

- j. Agri Stats will not introduce any averages in any turkey reports or subsections that do not comply with the 3 entity / 70% rule set forth above.
- k. Agri Stats will give class counsel two weeks' notice in the unforeseen event that turkey reports resume.
- l. No non-public export data collected from a subscriber will be provided to any competitor other than the information disclosed in Agri Stats' regular turkey reports.
- m. Agri Stats will provide no forward-looking industry forecasts to turkey processors, including regarding how future industry production decisions might impact future prices or profitability. For the avoidance of doubt, nothing in the Settlement Agreement prohibits or limits EMI's ability to provide forward-looking industry forecasts based on publicly available data for anyone (including consumers) to purchase and EMI may not refuse such a purchase on the basis that the purchaser is not a protein producer unless the persons or entities have unresolved claims pending against Agri Stats.
- n. In the unforeseen event that Agri Stats resumes publication of turkey processing reports in the future, Agri Stats agrees that it will not re-add the plant-level data fields set forth in Exhibit A for subscribers other than the report recipient under a different numbering system, report, or mechanism for delivery to a report recipient. For the avoidance of doubt, nothing in the Settlement Agreement prohibits or limits 1) subscriber disclosure of data to Agri Stats or Agri Stats' addition of new reports or services, so long as such reports or services incorporate corresponding restrictions to those set forth herein; or 2) the renumbering and reordering of reports or data fields.
- o. Agri Stats will not disclose any non-public data collected from a turkey subscriber to any competitor of the subscriber other than the anonymized information disclosed in Agri Stats' regular reports, including through electronic tools like the sales data miner, web application programming interfaces ["API"] services, or other web services provided by Agri Stats and/or its parents, subsidiaries, owners, or contractors. For the avoidance of doubt, nothing in the Settlement Agreement prohibits Agri Stats from providing turkey reports to subscribers in different electronic formats, so long as the format complies with the other provisions of this Settlement Agreement.
- p. Agri Stats shall cease, and will not resume in the future, publication of any and all sales reports. Agri Stats shall cease, and will not resume in the future, publication of any and all price data for product categories that are not otherwise available to the public from EMI pursuant to Paragraph i.
- q. With the exception of Paragraph p, this conduct relief shall remain in effect for five years, starting from the unforeseen date that Agri Stats resumes the turkey

reports.

- r. Nothing in this Settlement Agreement shall be construed to prohibit Agri Stats from petitioning the Court for modification of the Conduct Relief for good cause shown.

(Flannery Decl., Ex. A, ¶ 8). This conduct will remain in effect for five years, starting from the unknown date that Agri Stats might resume its turkey reports. (*Id.*).

Another material term of the Settlement is Agri Stats' cooperation in ongoing litigation and at trial. (Flannery Decl., ¶ 7; Ex. A, ¶ 10.). Pursuant to the Settlement Agreement, Agri Stats will provide declarations related to the admissibility of documents for use at trial and provide up to two witnesses to testify at trial. (*Id.*). This cooperation will be meaningful to CIIPPs as they prepare to try their claims against the remaining Defendants.

In exchange for the conduct reform and cooperation from Agri Stats, CIIPPs and the Certified Class will, among other things, release all Released Claims against the Agri Stats' Released Parties that were, or could have been, brought in this litigation. (Flannery Decl., Ex. A, ¶ 11). The releases do not extend to any other Defendants or to unrelated claims that are not the Released Claims as defined in the Settlement Agreement.

The Settlement Agreement contains a termination provision whereby either Party may elect to terminate the Settlement upon written notice to the other Party if the Court refuses to grant Preliminary or Final Approval of the Settlement Agreement, the order(s) granting Preliminary or Final Approval of the Settlement Agreement are substantially modified or reversed, or the Court refuses to enter a Final Judgment in any material respect. (Flannery Decl., Ex. A, ¶ 16.)

In sum, the Settlement Agreement: (1) is the result of extensive good faith and hard-fought negotiations between knowledgeable and skilled counsel; (2) was entered into after extensive factual investigation and legal analysis; and (3) in the opinion of experienced Co-Lead Class Counsel, is fair, reasonable, and adequate. Based on both the conduct reform and cooperation

elements of the Settlement, Co-Lead Class Counsel submits that the Settlement is in the best interest of the Certified Class members. (Flannery Decl., ¶ 9.)

IV. STANDARDS APPLICABLE TO PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

A class action may be settled only with court 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). Before the court may give approval, it must ensure that the proposed settlements 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, pre-notification hearing to determine whether the proposed settlement is ‘within the range of possible approval.’” *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982); *see also* 4 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS § 13:14 (6th ed.). 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* 4 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS, § 11.25, at 38-39 (6th ed.) (quoting MANUAL FOR COMPLEX LITIGATION, § 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)).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 Cnty. 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.

V. THE COURT SHOULD APPROVE THE SETTLEMENT UNDER RULE 23(E)(2)

To determine whether to approve a proposed settlement under Rule 23(e)(2) of the Federal Rules of Civil Procedure, courts look to the factors in the text of the Rule, which a court must consider when weighing final approval. *See* Fed. R. Civ. P. 23(e)(2) (“If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering” the factors set forth in Rule 23(e)(2)); *see, e.g., In re Payment Card Interchange Fee and Merch. Discount Antitrust Litig.*, 330 F.R.D. 11, 28 (E.D.N.Y. 2019) (“*Payment Card*”). Rule 23(e)(2) requires courts to consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). Factors (A) and (B) under Rule 23(e)(2) constitute the “procedural” analysis factors and examine “the conduct of the litigation and of the negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23 advisory committee’s note to 2018 amendment.⁵

Factors (C) and (D) under Rule 23(e)(2) constitute the “substantive” analysis factors and examine “[t]he relief that the settlement is expected to provide to class members.” *Id.* A “presumption of

⁵ The Court has already determined that the Class Representatives and Co-Lead Class Counsel adequately represent the Certified Class in its Order granting CIIPPs’ motion for class certification. (ECF No. 1107 at 10-11). Therefore, this factor is not addressed herein.

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.*, No. 07-cv-298, 2012 WL 651727, at *10 (N.D. Ill. Feb 28, 2012). Because the proposed Settlement meets all factors under Rule 23(e)(2), CIIPPs respectfully submit that the Court will likely grant final approval of the proposed Settlement, and thus the Court should grant Preliminary Approval of the proposed Settlement at this time.

A. The Settlement is Fair and Resulted from Arm’s-Length Negotiations

Rule 23(e)(2)(B) requires that “the proposal was negotiated at arm’s length.” There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm’s-length negotiations. *Goldsmith v. Tech. Solutions Co.*, No. 92-C-4374, 1995 WL 17009594, at *3 n.2 (N.D. Ill. Oct. 10, 1995) (“[I]t may be presumed that the agreement is fair and adequate where, as here, a proposed settlement is the product of arm’s-length negotiations.”). Settlements proposed by experienced counsel and which result from arm’s-length negotiations are entitled to deference from the Court. *See, e.g., In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (“A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery.”) (quoting *Hanrahan v. Britt*, 174 F.R.D. 356, 366 (E.D. Pa. 1997)). The initial presumption in favor of such settlements reflects courts’ understanding that vigorous negotiations between seasoned counsel protect against collusion and advance the fairness concerns of Rule 23(e). In making the determination as to whether a proposed settlement is fair, reasonable, and adequate, courts evaluate the judgment of the attorneys for the parties regarding the “strength of plaintiffs’ case compared to the terms of the proposed settlement.” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 346 (N.D. Ill. 2010).

The proposed Settlement meets the standards for Preliminary Approval. The Settlement

Agreement is the product of extensive arm's-length settlement negotiations, which were heavily negotiated by the plaintiffs' groups following years of adversarial litigation with Agri Stats. (Flannery Decl., ¶ 6). As explained above, the negotiation of the Settlement largely took place after discovery was completed, the Court had issued its Class Certification Order (ECF No. 1107), and during summary judgment briefing. (Flannery Decl., ¶¶ 3, 6). Moreover, during these negotiations Co-Lead Class Counsel were focused on obtaining the best possible results for the Class. (*Id.* ¶ 6). Therefore, based on both the conduct reform and cooperation elements of the Settlement Agreement as outlined above, Co-Lead Counsel aver that this Settlement is fair, reasonable, and adequate for the Class. (*Id.* at ¶ 11).

B. The Relief Provided for the Class is Substantial and Tangible

In assessing whether the Settlement provides adequate relief for the Class under Rule 23(e)(2)(C), the Court should consider: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Class, including the method of processing Class members' claims, if required; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C)(i-iv).

“Settlement is favored if settlement results in substantial and tangible present recovery, without the attendant risk and delay of trial.” *See, e.g., Payment Card*, 330 F.R.D. at 36 (citations omitted). Here, the Settlement is fair and resulted from arm's-length negotiations. Conduct reform related to Agri Stats' turkey program redresses the heart of the allegations in this case. The proposed conduct reforms would allow the reports to continue but remove the pieces which led to allegedly anticompetitive harm, such as the exchange of detailed production and pricing

information.⁶ Should Agri Stats resume its turkey reports, the conduct reform established by this Settlement will provide an enormous benefit to turkey purchasers.

Relief to the Certified Class in this case is not limited to conduct reform. Cooperation by settling parties in antitrust class actions frequently supports the approval of settlements. *See, e.g., Linerboard Antitrust Litig.*, 292 F.Supp.2d at 643 (finding cooperation by settling defendants as a strong support for approving a proposed settlement); *In re Auto. Parts Antitrust Litig.*, No. 2:12-CV-00203, 2017 WL 3499291, at *5 (E.D. Mich. July 10, 2017) (finding that cooperation provisions in an antitrust settlement strengthened a plaintiff class’s ability to prosecute its claims against remaining defendants); *In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2010 WL 3070161, at *4 (E.D. Mich. Aug. 2, 2010) (finding cooperation on the part of the settling defendant to be “a significant benefit to the class”). This case is no different. Cooperation in the form of evidentiary stipulations and witness testimony will provide critical support for CIIPPs as they approach trial.

C. The Settlement Treats Class Members Equitably Relative to Each Other

Consideration under this Rule 23(e)(2) factor “could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23 advisory committee’s note to 2018 amendment.

Here, the named plaintiffs are treated the same as all other Class members in the proposed Settlement, and all Class members similarly share a common interest in obtaining Agri Stats’ substantial cooperation to prosecute this case. (Flannery Decl., ¶ 8; Ex. A, Recitals, pp. 2-3). The

⁶ *Contra, In re Subway Footlong Sandwich Mktg. & Sales Pracs. Litig.*, 869 F.3d 551, 553 (7th Cir. 2017) (reversing and vacating approval of a settlement which provided only injunctive relief because it sought “only worthless benefits for the class” and “yield[ed only] fees for class counsel.”).

release applies uniformly to Class members and does not affect the apportionment of the relief to Class members. (Flannery Decl., ¶ 8; Ex. A, ¶¶ 14-16). Accordingly, this factor will weigh in favor of granting Final Approval. *See, e.g., Payment Card*, 330 F.R.D. at 47.

In sum, the Settlement Agreement: (1) provides substantial benefits to the Class; (2) is the result of extensive arm's-length negotiations between knowledgeable and skilled counsel; (3) was entered into after extensive factual investigation and legal analysis; and (4) in the opinion of experienced counsel, is fair, reasonable, and adequate to the Class. Accordingly, Co-Lead Counsel believe that the Settlement Agreement is in the best interests of the Class members and should be preliminarily approved by the Court.

VI. THE SETTLEMENT IS ON BEHALF OF THE CIIPP CLASS

On January 22, 2025, this Court certified a litigation class of commercial and indirect institutional purchasers of turkey for injunctive relief and monetary damages. (ECF No. 1107). The Court also appointed Cuneo, Gilbert Flannery and LaDuca, LLP and Barrett Law Group, P.A. as Co-Lead Counsel for the Certified Classes. (*Id.* at 71). “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.). CIIPPs reached the Settlement Agreement on behalf of the certified CIIPP Class. Neither CIIPPs nor Agri Stats request any changes to the certified CIIPP Class, so the Court need not re-certify it.

VII. CIIPPS WILL SUBSEQUENTLY PROVIDE A PROPOSED NOTICE PLAN

After preliminary approval of a settlement agreement, class members must be notified of the settlement. Fed. R. Civ. P. 23(e)(1)(B). Similar to their prior request concerning Cooper Farms, Farbest Farms (ECF No. 1286), and more recently House of Raeford (ECF No. 1785), CIIPPs seek to defer notice of preliminary approval to a later date in an effort to secure additional settlements that could be included in the class notice.

As with those settlements, here, CIIPPs will move for approval of a notice plan which provides notice to the Class of the Settlement with Agri Stats. Co-Lead Class Counsel will submit a motion for leave to disseminate notice and that motion will include a proposed form, method, and date for dissemination of notice as to the Settlement Agreements (with House of Raeford, Agri Stats, and any future settlements that may be preliminarily approved as of that date). Pursuant to the settlement agreement with House of Raeford, CIIPPs anticipate that they will file the notice motion on or about September 1, 2026, so that notice may be provided on or before September 8, 2026 pursuant to the terms of the Settlement Agreement. (ECF No. 1765-1, House of Raeford Settlement Agreement ¶ 6(e)).

VIII. CONCLUSION

For the reasons stated herein, CIIPPs respectfully request that the Court preliminarily approve the Settlement with Agri Stats. CIIPPs will submit a separate motion seeking approval of a proposed notice plan and setting a schedule for the dissemination of notice to the Class and Final Fairness Hearing for the Settlement Agreement.

Dated: May 13, 2026

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on May 13, 2026, a copy of the foregoing was electronically filed with the Clerk of Court using the Court's CM/ECF system, which will send notification of the filing to all counsel of record.

By: /s/ Sterling Aldridge
Sterling Aldridge