

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

IN RE BROILER CHICKEN ANTITRUST  
LITIGATION,

Case No.: 1:16-cv-08637

The Honorable Thomas M. Durkin

This Document Relates To:

THE DIRECT PURCHASER PLAINTIFF  
ACTION

**ORDER GRANTING DIRECT PURCHASER PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF SETTLEMENTS WITH DEFENDANTS FOSTER  
FARMS, PERDUE, CASE, CLAXTON, WAYNE FARMS, AGRI STATS, AND  
SANDERSON FARMS; AND APPROVAL OF NOTICE PLAN**

Direct Purchaser Plaintiffs (“Plaintiffs”) have entered into Settlement Agreements with Foster Farms, Perdue, Case, Claxton, Wayne Farms, Agri Stats, and Sanderson Farms. On March 14, 2024, this Court held a hearing on Direct Purchaser Plaintiffs’ Motion for Preliminary Approval of Settlements with the Foster Farms, Perdue, Case, Claxton, Wayne Farms, Agri Stats, and Sanderson Farms Defendants (“Motion”). The Court, having reviewed the Motion, its accompanying memorandum and the exhibits thereto, the Settlement Agreements, and the file, hereby **ORDERS AND ADJUDGES:**

**Preliminary Approval of the Settlements**

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreements. Upon review of the record, the Court finds that the proposed Settlement Agreements, which were arrived at by arm’s length negotiations by highly experienced counsel, falls within the range of possible approval and are hereby preliminarily approved, subject to further consideration at the Court’s Fairness Hearing. The Court finds that the Settlement Agreements are preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Certified Class, raise no obvious reasons to doubt their fairness, and raise a reasonable basis for presuming that the Settlements and their terms satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that notice of the Settlements should be given to the Certified Class.

2. At the hearing on the Motion, there were no objections to the Motion. *See* ECF No. 7177.

3. The Settlements were entered into on behalf of the Class certified by this Court in its order dated May 27, 2022, ECF No. 5644 (the “Certified Class”):

All persons who purchased raw Broilers directly from any of the Defendants or their respective subsidiaries or affiliates either fresh or frozen, in the form of: whole birds (with or without giblets), whole cut-up birds, or parts (boneless or bone in)

derived from the front half of the whole bird, for use or delivery in the United States from December 1, 2008 until July 31, 2019.

4. The Court previously appointed the law firms of Lockridge Grindal Nauen P.L.L.P., and Pearson Warshaw, LLP (then known as Pearson, Simon & Warshaw, LLP) as Co-Lead Class Counsel for the Certified Class.

**Approval of the Notice Plan**

5. The notice to Certified Class members proposed in this motion not only includes the Settlements preliminarily approved in paragraphs 1 and 2 above in this order, it also includes the Court's prior preliminary approval of the settlements between the DPP Certified Class and the HRF and Koch Defendants. *See* ECF Nos. 6979, 7070.

6. The Court hereby directs notice to be distributed to the Certified Class members, as well as members of the Mar Jac and Harrison Poultry Settlement Classes, pursuant to Federal Rule of Civil Procedure ("Rule") 23(c)(2). A.B. Data Ltd. is hereby appointed as Claims Administrator and ordered to effectuate the notice plan.

7. The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach Certified Class members who could not be individually identified.

8. On January 4, 2023, the Court approved a notice program that provided a final opportunity for Certified Class members to exclude themselves. *See* ECF No. 6195. As 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.

9. The proposed notice documents: the Long Form Notice (ECF No. 7174-2), Short Form Notice (ECF No. 7174-3), Summary Publication Notice (ECF No. 7174-4), Claim Form (ECF No. 7174-5), and Purchase Audit Request Form (ECF No. 7174-6), and their proposed manner of transmission taken together comply with Rule 23(c)(2)(B) and due process because the notices, forms, and manner of transmission are reasonably calculated to adequately apprise Certified Class members of (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a Certified Class member may enter an appearance through an attorney if the member so desires; and (v) the binding effect of a class judgment on members under Rule 23(c)(3). Non-substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

10. The Court has reviewed the proposed *cy pres* recipients in the event that there are residual settlement funds that cannot be practicably distributed to qualified claimants. Based on the Court's review, and for the purpose of providing notice to the Class, the Court preliminarily finds the proposed organizations, the American Antitrust Institute and No Kid Hungry, are appropriate. The Court will make a final determination on the appropriateness of any *cy pres* distribution at the appropriate time in the future.

**Schedule for Class Notice and the Fairness Hearing**

11. The Court hereby sets the below schedule for the dissemination of notice to the class, for Certified Class members to object to the Settlements, and for the Court's Fairness Hearing, at which time the Court will determine whether the Settlement Agreements should be finally approved as fair, reasonable, and adequate, and hold a hearing on Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards. The Fairness Hearing may take place remotely via telephone or video conference. This Court may order the Fairness Hearing to be postponed,

adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting the Parties will not be required to provide any additional notice to Certified Class members.

<u>DATE</u>	<u>EVENT</u>
April 1, 2024.	Settlement Administrator to provide direct mail and email notice, and commence the publication Notice Plan.
May 1, 2024 (30 days after the mailing of Notice).	Plaintiffs to file their Motion for Attorneys' Fees, Costs, and Service Awards.
June 1, 2024 (61 days after the mailing of Notice).	Last day for claimants to file additional claims or challenge calculated purchase amounts; last day to object to the HRF, Koch, Foster Farms, Perdue, Case, Claxton, Wayne Farms, Agri Stats, and Sanderson Farms settlements; object to the Motion for Attorneys' Fees, Costs, and Service Awards; and file notices to appear at the Fairness Hearing.
June 25, 2024.	Co-Lead Class Counsel shall file a motion for final approval of the settlements with HRF, Koch, Foster Farms, Perdue, Case, Claxton, Wayne Farms, Agri Stats, and Sanderson Farms settlements, and respond to any objection to the settlements or the Motion for Attorneys' Fees, Costs, and Service Awards.
July 9, 2024 at 10:00 a.m.	Final Settlement Fairness Hearing for the HRF and Koch settlements, as well as the proposed Settlements with the Settling Defendants, and hearing on Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards, the Motion for Attorneys' Fees, Costs, and Service Awards.
August 1, 2024.	Plaintiffs to file a status update regarding the second claims process.

#### Other Provisions

12. Terms used in this Order that are defined in the Settlement Agreements are, unless otherwise defined herein, used as defined in the Settlement Agreements.

13. If the Settlement Agreements are not finally approved, then all proceedings in connection therewith shall be vacated, and shall be null and void, except insofar as expressly provided otherwise in the Settlement Agreements, and without prejudice to the *status quo ante* rights of Plaintiffs, the Settling Defendants, and the members of the Class. The parties shall also

comply with any terms or provisions of the Settlement Agreements applicable to termination, rescission, or the Settlements otherwise not becoming Final.

**IT IS SO ORDERED.**

DATED: March 15, 2024

A handwritten signature in black ink, reading "Thomas M. Durkin". The signature is written in a cursive style with a large initial 'T' and 'D'. It is positioned above a horizontal line.

HON. THOMAS M. DURKIN