UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

IN RE PORK ANTITRUST LITIGATION	Case No. 0:18-cv-1776-JRT-JFD
This Document Relates to: *All Consumer IPP Cases*	The Honorable Judge John R. Tunheim

MEMORANDUM OF LAW IN SUPPORT OF CONSUMER INDIRECT PURCHASER PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENTS WITH TYSON FOODS, INC., TYSON FRESH MEATS, INC., TYSON PREPARED FOODS, INC., CLEMENS FOOD GROUP, LLC, THE CLEMENS FAMILY CORPORATION, HATFIELD QUALITY MEATS, HORMEL FOODS CORPORATION, SEABOARD FOODS LLC, TRIUMPH FOODS, LLC, AND AGRI STATS, INC. AND RESPONSES TO OBJECTIONS AND REQUESTS FROM CLASS MEMBERS

I. INTRODUCTION

Consumer Indirect Purchaser Plaintiffs ("CIPPs" or "Consumer IPPs") respectfully request that the Court issue an order granting final approval to the Settlement Agreements with Agri Stats, Clemens, Hormel, Seaboard, Triumph, and Tyson[1] (collectively the "Settlements") and enter a final judgment dismissing the case with prejudice. Consistent with the terms of their respective Settlements, Defendants Agri Stats, Clemens, Hormel, Seaboard, Triumph, and Tyson (collectively, "Settled Defendants") do not oppose the

[1] Agri Stats refers to Agri Stats, Inc.; Clemens refers to Clemens Food Group, LLC, The Clemens Family Corporation, and Hatfield Quality Meats; Hormel refers to Hormel Foods Corporation; Seaboard refers to Seaboard Foods LLC; Triumph refers to Triumph Foods, LLC; and Tyson refers to Tyson Foods, Inc., Tyson Fresh Meats, Inc., and Tyson Prepared Foods, Inc.

requested relief. These Settlements were preliminarily approved by the Court after having been negotiated at arm's length.

As discussed below, the terms of the Settlements create substantial benefits for a class of millions of consumers; are fair, reasonable, and adequate; and meet all of the requisite criteria under Fed. R. Civ. P. 23(e) for final approval. The overwhelmingly positive response by the Class Members confirms that granting final approval is warranted. As discussed below, the two objections are without merit and do not provide any basis for the Court to deny final approval of the Settlements. Accordingly, Plaintiffs respectfully request that the Court grant CIPPs' motion for final approval of the Settlements, enter final judgment, and overrule class member objections and other requested relief.

II. BACKGROUND

a. Procedural History

Consumer IPPs – the first to file a complaint against the pork industry – have been litigating this case diligently for more than seven years. The Court certified the Consumer IPP class on March 29, 2023,[2] and largely denied Defendants' summary judgment motions (with the exception of Hormel) in March 2025.[3] Consumer IPPs allege that the pork processors inflated the price and restricted the supply of pork through the use of Agri Stats, production and slaughter restraints, and the use of exports.[4]

[2] Dkt. No. 1887.
[3] Dkt. No. 2929.
[4] Dkt. No. 3414, at ¶ 5.

From the beginning of this litigation, Hagens Berman Sobol Shapiro LLP (Hagens Berman) and Gustafson Gluek PLLC (Gustafson Gluek) have acted as co-lead Class Counsel (together, "Class Counsel") on behalf of the Consumer IPP Class. As Class Counsel, these two firms have spent thousands of hours pursuing the claims of the Class. Plaintiffs have taken nearly 100 depositions of defendants' employees and their co-conspirators. Plaintiffs have also taken the depositions of ten non-parties, many of which were also led by the Consumer IPP team.[5]

Document discovery has been no less intense. Defendants produced nearly four million documents that have been reviewed, catalogued, and distilled by attorneys representing the three classes. And the Consumer IPPs subpoenaed seventy-nine non-parties for data and information relating to their claims and data to perform an analysis of the pass-through overcharges to the consumer Class.[6]

Unlike many other civil antitrust actions, this case was developed and brought without the benefit of a formal antitrust investigation by the U.S. Department of Justice (DOJ) or the assistance of a leniency applicant under the DOJ's Corporate Leniency Program. Rather, the alleged conspiracy was identified by the Consumer IPPs through the use of investigators and economists, leading to the first complaint filed – the Consumer IPP complaint.[7]

[5] *Id.*, at ¶ 6.
[6] *Id.*, at ¶ 10.
[7] *Id.*, at ¶ 7.

After years of discovery, the Defendants brought twelve motions for summary judgment and a motion to exclude most of Plaintiffs' experts in the case. Hagens Berman and Gustafson Gluek took the lead drafting and arguing many of the oppositions to these motions. Consumer IPPs settled with this last set of defendants during the briefing of summary judgment (Seaboard and Hormel), after the denial of summary judgment (Clemens and Tyson), and in the midst of trial preparation (Triumph and Agri Stats).[8]

b. Settlement Terms

These Settlements are the product of confidential, protracted, intense, arm's-length negotiations with Settling Defendants and include significant monetary and conduct relief for the class.

The Settlement with Tyson provides $85 million; the Settlement with Hormel provides $4.465 million; the Settlement with Clemens provides $13.5 million, the Settlement with Seaboard provides $10 million; and the Settlement with Triumph provides $4.1 million in monetary relief to the consumer indirect purchaser class. These Settlements bring total compensation to the consumer class to $212.065 million and each of these settlements have received preliminary approval from the Court.[9]

Additionally, the Settlement with Agri Stats provides for significant conduct relief. The March 30, 2026 Agri Stats Settlement permanently ends every sales report and all price data for product categories not otherwise publicly available which does not expire if

[8] *Id.*, at ¶ 11.
[9] Dkt. Nos. 2414, 2453, 3073,3193, 3389.

Agri Stats restarts other pork reporting.[10] Negotiations began in November 2024, stalled repeatedly through 2025, and gained traction only with a spring 2026 trial approaching, when Class Counsel and economists spent weeks negotiating the precise terms and fields addressed in the Settlement agreement.[11] The CIPPs were the first group to reach this ground-breaking Settlement with Agri Stats.[12]

If Agri Stats resumes other pork reporting, it must retain experienced outside antitrust counsel, train employees annually, adopt written antitrust controls, and protect subscriber data from disclosure, de-anonymization, and access by employees who move between firms.[13] Reports may not contain actual competitor- or plant-level price or production-volume data; must remove participant lists, flags, variance fields, and the specified plant-level fields; and may not use linked reports, electronic tools, renamed fields, or alternative delivery mechanisms to reveal restricted data.[14] Subject to the Settlement's stated exceptions, values must draw from at least three entities with no entity supplying more than seventy percent; categorical values represented by fewer than three firms must be suppressed; and data must average at least 45 days old.[15]

The Agri Stats Settlement also requires specified nationwide price and performance reports to be available for purchase without requiring ordinary purchasers to contribute

[10] Dkt. No. 3342-2, Agri Stats Settlement Agreement, at ¶ 9(p)–(q).
[11] Dkt. No. 3341, Preliminary Approval Memorandum at 6, 12–13; Dkt. No. 3342, Scarlett Preliminary Approval Declaration at ¶¶ 10–11.
[12] Dkt. No. 3329
[13] Dkt. No. 3342-2, Agri Stats Settlement Agreement.
[14] *Id*.
[15] *Id*. at ¶ 9(a)–(j), (n)–(o).

data.[16] Agri Stats must give Class Counsel two weeks' notice before reports resume,[17] may not disclose nonpublic subscriber export data beyond compliant regular reports,[18] and may not give pork processors forward-looking forecasts about how production decisions could affect future prices or profitability.[19] These conditional protections begin only if pork reporting resumes and then last five years;[20] Agri Stats may petition the Court to modify them only for good cause.[21] This conduct reform addresses most, if not all, of the anticompetitive issues raised in this litigation as to Agri Stats.

In exchange for the foregoing—and subject to final approval by the Court—the Class Representatives and other Class Members who do not timely exclude themselves from the 23(b)(3) Settlements, and all 23(b)(2) Class Members with respect to the Agri Stats Settlements, will be bound by a release applicable to all claims arising out of or relating to the claims that were asserted in the Compliant.[22] The Released Claims will extend to Settling Defendants and their related entities and persons.[23] The Released Claims will not, however, apply to any claims for death or personal injury.[24] The Settlements will also result in the dismissal of this case with prejudice.[25]

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[16] *Id*. at ¶ 9(i).
[17] *Id*. at ¶ 9(k).
[18] *Id*. at ¶ 9(l).
[19] *Id*. at ¶ 9(m).
[20] *Id*. at ¶ 9(q).
[21] *Id*. at ¶¶ 9(i), (k)–(m), (q)–(r).
[22] *Id*. at ¶¶ 11–12.
[23] *Id*.
[24] *Id*.
[25] *Id*. at ¶ 7(c).

c. Notice to Class

Class counsel retained Epiq Class Actions & Claims Solutions, Inc. ("Epiq") to serve as notice and claims administrator for the Settlements. After the Court's order granting Preliminary Approval of the Agri Stats, Clemens, Hormel, Seaboard, Triumph, and Tyson settlements, Epiq successfully implemented the approved Notice Program.[26]

The Notice Plan directed potential Settlement Class Members to an established website (www.OverchargedForPork.com) (the "Settlement Website") that provided detailed information about the Settlements and access to the Complaints, Settlement Agreements, Preliminary Approval Order, and answers to frequently asked questions ("FAQs").[27] An automated toll-free telephone number (1-888-287-5434) was also established that allowed potential Settlement Class Members 24-7 access to request additional information and, listen to answers to the FAQs, and request a physical copy of the FAQs be mailed to them.[28]

Epiq sent 34,610,116 Email Notices to potential Settlement Class Members using industry standard best practices with information on how to submit a claim for the Settlements.[29] In addition, Epiq provided Digital Notices through the Google Display Network advertising platform (in English and Spanish) using language from the Notices to target potential Settlement Class Members and linking directly to the settlement website.[30]

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[26] Declaration of Joshua J. Rissman filed in support of this memorandum ("Rissman Decl."), Ex. B, Declaration of Cameron R. Azari ("Azari Decl.") at ¶ 9.
[27] *Id*. at ¶ 31.
[28] *Id*. at ¶ 32.
[29] *Id*. at ¶¶ 13–14.
[30] *Id*. at ¶ 20.

Digital Notices were also submitted through advertising on the Facebook, Instagram, YouTube, and Reddit social media platforms.[31] Epiq also purchased sponsored search listings on the Google, Yahoo!, and Bing search engines, which resulted in 25,825 clicks leading directly to the Settlement website.[32] Finally, Epiq issued a party-neutral Informational release (in English and Spanish) over PR Newswire with access to the Settlement Website and Toll-Free Number that was sent to 13,000 general media outlets; 4,000 websites, online databases, internet networks and social networking media; and 160 contacts in the food industry.[33]

In total, the Digital Notices were delivered through approximately 252.5 million targeted impressions that ran from August 28, 2026 until October 8, 2026.[34] Through the combination individual notice and supplemental nationally distributed digital and social media notices, an estimated seventy percent of the Settlement Class were reached by the Notice Plan with an average frequency of 2.3 times each.[35]

d. Plan of Distribution

The Settlement Funds will be allocated according to the amount of pork products purchased by a Class Member with an eligible claim on a *pro rata* basis. At the time of distribution, eligible claimants will be able to instantaneously receive digital payments with

[31] *Id*. at ¶ 21.
[32] *Id*. at ¶¶ 27–28.
[33] *Id*. at ¶¶ 29–30.
[34] *Id*. at ¶ 25.
[35] *Id*. at ¶ 10.

options through Digital Mastercard, Zelle, Amazon, Starbucks, Walmart, Kroger, and Safeway, and physical check payment options.

III. ARGUMENT

a. The Parties Have Complied with the Class Action Fairness Act.

CAFA requires that "[n]ot later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve [notice of the proposed settlement] upon the appropriate State official of each State in which a class member resides and the appropriate Federal official[.]"[36] The Court may not grant final approval of a class action settlement until the CAFA notice requirement is met.[37] Here, the Settled Defendants provided the required CAFA notice to all Attorneys General and the U.S. Department of Justice.[38] No Attorneys General have submitted statements of interest or objections in response to these notices.

b. The Settlement Class Meets All Requirements of Rule 23(e).

The Court previously granted Consumer IPPs' motion for class certification and later corrected that order.[39] The Court—in granting preliminary approval to each of the Settlements—certified the same class for settlement purposes defined as:

> All persons and entities who indirectly purchased raw pork bacon, or one or more of the following types of raw pork, whether fresh or frozen: bellies, loins, shoulder, ribs or pork chops from defendants or co-conspirators for personal consumption in the Repealer Jurisdictions from June 28, 2014 to June 30, 2018. For this lawsuit, pork excludes any product that is marketed as organic, no-antibiotics ever (NAE) and

[36] 28 U.S.C. § 1715(b).
[37] 28 U.S.C. § 1715(d).
[38] *See* Dkt. Nos. 2454; 2564; 3056; 3161; 3352; 3353; Rissman Decl., at ¶ 3,
[39] Dkt. No. 1887.

> any product other than bacon that is marinated, seasoned, flavored, or breaded.[40]

The same analyses that Court previously conducted—which also addressed the adequacy of counsel and class representatives consistent with the requirements of Rule 23(e)(2)(a)—also apply here, and the Court should certify a 23(b)(2) Class for settlement purposes for the Agri Stats Settlement, and affirm its orders certifying a 23(b)(3) Class for settlement purposes for the Clemens, Hormel, Seaboard, Triumph, and Tyson Settlements.

c. The Court Should Certify a 23(b)(2) Settlement Class for the Agri Stats Settlement

Although the Court previously certified a settlement class for the Agri Stats settlement under Rule 23(b)(3),[41] due to its nature as injunctive relief, the settlement class should be certified under Rule 23(b)(2). Certification is appropriate under Rule 23(b)(2) if classwide injunctive relief is sought when the defendant "has acted or refused to act on grounds generally applicable to the class." As this Court has previously acknowledged,[42] certification under Rule 23(b)(2) is considered a "substantially lower bar to surpass than Rule 23(b)(3)"[43] and is generally appropriate if the Rule 23(a) requirements are met and plaintiffs seek injunctive or declaratory relief. *DeBoer v. Mellon Mort. Co.*, 64 F.3d 1171, 1175 (8th Cir. 1995). Relief granted to a Rule 23(b)(2) class must be cohesive. *Ebert v. General Mills, Inc.*, 823 F.3d 472, 480 (8th Cir. 2016).

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[40] Dkt. Nos. 2414, 2453, 3073,3193, 3389.
[41] Dkt. No. 3389 at ¶¶ 3–6. For that reason, the Court need not certify settlement classes for the Clemens, Hormel, Seaboard, Triumph, and Tyson settlements.
[42] Dkt. No. 2225 at 64–65.
[43] *Id*.

Because the Court has already determined that CIPPs have met the requirements of Rule 23(a),[44] the only relevant question for certification is whether Agri Stats has acted on grounds generally applicable to the class. CIPPs allege in the operative complaint that Agri Stats' dissemination of the pork reports facilitated an illicit price-fixing cartel amongst competitors that affected all consumers of pork products,[45] and will continue to affect those consumers in the future.[46] The injunctive relief sought by the Agri Stats Settlement resolves the anticompetitive conduct alleged in the operative complaint with a single injunction, is cohesive to each class member, and would provide relief to each class member. Accordingly, a Rule 23(b)(2) class is appropriate with regards to the Agri Stats Settlement and CIPPs request that the Court certify the identically defined class for settlement purposes pursuant to Rule 23(b)(2).[47]

d. The Settlements are Fair, Reasonable, and Adequate

In order to grant final approval to the proposed class action settlements, the Court must hold a hearing and find the settlements "fair, reasonable, and adequate" after considering several factors, namely: that the class was adequately protected by counsel and the class representatives; that the proposed settlement was negotiated at arm's length; that the settlement provides adequate relief to the class; and that the settlement treats class members equitably relative to each other.[48] Additionally, the Eighth Circuit has held that

[44] *See* Dkt. Nos. 2225, 3389.
[45] *See generally* Dkt. No. 1111 at 8–88.
[46] *Id*. at ¶¶ 465.
[47] Dkt. Nos. 2225, at 5-7, 64-65 (certifying identical (b)(2) and (b)(3) classes).
[48] Fed. R. Civ. P. 23(e)(2).

the Court must "ensure that the agreement is not the product of fraud or collusion and that, taken as a whole, it is fair, adequate, and reasonable to all concerned." *In re Wireless Tel. Fed. Cost. Recovery Fees. Litig.*, 396 F.3d 922, 934 (8th Cir. 2005) (citation omitted).

Settlements enjoy a presumption of fairness. *See, e.g. In re Uponor, Inc. F1807 Plumbing Fittings Prods. Liab. Litig.*, 716 F.3d 1057, 1063 (8th Cir. 2013) (holding settlement agreements are "presumptively valid" (citiation omitted)). "This is especially true because the settlement was reached through mediation with a third-party neutral, and only after substantial discovery had taken place." *See*, *e.g. In re Zurn Pex Plumbing Prods. Liab. Litig.*, MDL No. 1958, 2013 WL 716088, at *6 (D. Minn. Feb. 27, 2013). Here, Plaintiffs negotiated the Settlements after extensive fact discovery, and in the presence of third-party neutrals. Accordingly, the Settlements should be afforded a presumption of fairness.

Even if a presumption of fairness does not attach, the settlements meet the four-factor test established by the Eighth Circuit for evaluating fairness, reasonableness, and adequacy under Rule 23(e). *Id*. at *7. Under this test, district courts consider: (1) the merits of the plaintiff's case weighed against the terms of the settlement; (2) the defendant's financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement. *In re Wireless*, 396 F.3d at 932–33 (8th Cir. 2005). District courts "need not make a detailed investigation consonant with trying the case," rather they need only provide a basis for determining that the decision rests on "well-reasoned conclusions" and is not "mere boilerplate." *Id*. (citations omitted). Each of the four factors weighs in favor of approving the Settlements.

First, the Settlements provide substantial relief for the class, putting the total value of the case at over $200 million—an outstanding result. In addition to this compensation, the Agri Stats Settlement permanently ends the pork sales reports and effectively ends the anticompetitive conduct underlying this case. While Class Counsel believe that they could have presented a strong case a trial, Settling Defendants would have likely contested whether evidence sufficiently supported the existence of an antitrust conspiracy. With this in mind, the Court should balance the benefits afforded to the Settlement Class, including the immediacy and certainty of recovery, against the risks of trial. *See Pollard v. Remington Arms. Co.*, 320 F.R.D. 198, 219–20 (W.D. Mo. 2017), *aff'd* 896 F.3d 900 (8th Cir. 2018). A comparison of the relief afforded by the Settlements to the risks of trial clearly indicates that this first factor supports final approval of the Settlements.

Second, Settling Defendants' financial condition poses no threat to their ability to implement the terms of the Settlement. And in particular for Agri Stats, the terms of the Settlement Agreement do not implicate Agri Stats' uncertain financial condition.[49] As such, this factor is neutral. *In re Wireless Tel. Fed. Cost. Recovery Fees. Litig.*, 396 F.3d 922, 933 (8th Cir. 2005); *Marshall v. Nat'l Football League*, 787 F.3d 502, 512 (8th Cir. 2015).

Third, the complexity and expense of further litigation strongly supports final approval. "An antitrust class action is arguably the most complex action to prosecute . . . . The legal and factual issues involved are always numerous and uncertain in outcome." *In*

[49] Rissman Decl. ¶ 4.

re Linerboard Antitrust Litig., MDL No. 1261, 2004 WL 1221350, at *10 (E.D. Pa. June 2, 2004) (citations omitted). This case represents an incredibly complex fact pattern — a conspiracy spanning several defendant families and alleging nationwide concerted action to reduce supply and raise the price of pork that started well over a decade ago. Despite successful pre-trial litigation, the Settlements present the opportunity to achieve a certain, substantial, and prompt recovery, without further delay and expense. *See Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017). Compared to the looming threat of trial — which presents uncertain relief — the Settlements substantially benefit the CIPPs and approval is appropriate.

Finally, the CIPPs' positive reactions to the settlement support final approval. The Claims Administrator provided individual notice of the settlement to approximately 34 million class members. Yet, only two (2) members timely objected to certain aspects of the Settlements—[50] approximately .0000058 percent of class members receiving direct notice—and only thirteen (13) class members opted out—[51]approximately .000038 percent of class members receiving direct notice. The fact that such a negligible portion of the class objected to or opted out of the Settlements strongly supports final approval. *See In re Wireless*, 396 F.3d at 933. And as discussed below, the objections and requests themselves are without merit.

[50] Carlton Mathews filed a "Motion for Mediation" which does purport to object to the settlement. Dkt. No. 3531. Robert Clinkenbeard filed a "Motion for Leave to File Objection Out of Time and Objection to Class Counsel's Request for Attorneys' Fees." Dkt. Nos. 3556–58, but did not object to the approval of the Settlements. These requests are addressed below.

[51] *See* Ex. C to Rissman Decl.

In total, each of the four factors either favor or are neutral towards final approval. As such, the Court should determine that the Settlements are fair, adequate, and reasonable.

e. CIPPs Have Complied with Rule 23(c) Notice Requirements.

Class actions brought under Rule 23(b)(3) must satisfy the notice provisions of Rule 23(c)(2), and upon settlement of a class action, "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal."[52] Rule 23(c)(2) prescribes the "best notice that is practicable under the circumstances" of particular information.[53]

The Court approved the form of the proposed class notice and notice program.[54] As described above, Epiq implemented a direct notice email campaign as well as an indirect notice campaign in both hard-copy publications and on the Internet which reached approximately seventy percent of the Settlement Class.[55] The notice itself informed Class Members of the nature of the action, the terms of the proposed Settlements, the effect of the action and the release of claims, as well as Class Members' right to exclude themselves from the action and their right to object to the proposed Settlements.[56] Accordingly, the notice complies with all of the requirements of Rule 23.

[52] Fed. R. Civ. P. 23(e)(l).
[53] Fed. R. Civ. P. 23(c)(2)(B) (enumerating notice requirements for classes certified under Rule 23(b)(3)).
[54] Dkt. No. 3436.
[55] *See generally* Azari Decl.
[56] *Id*.

f. The Plan of Allocation is Fair, Reasonable, and Adequate.

A plan of allocation "need only have a reasonable, rational basis, particularly if recommended by 'experienced and competent' class counsel." *In re Charter Commc'ns, Inc.*, No. 4:02-cv-1186 CAS, 2005 WL 4045741, at *10 (E.D. Mo. June 30, 2005) (citation omitted). Here, the Settlements provide for a cash value of $117.065 million, which have been deposited into the Settlement Fund. The Settlements provide that Settlement Fund will fund the payment of valid claims of Class Members, costs of notice, claims administration, and payment for service awards to the Named Plaintiffs[57] and Class Counsel's reasonable request for attorneys' fees and costs.[58]

The proposed Settlements also "treat[] class members equitably relative to each other."[59] As funds will be awarded based on each class member's *pro rata* and will be distributed via electronic means, it is clear that the plan of allocation will treat class members equitably.

[57] Counsel regrets to inform the Court that class representative Sandra Steffen has passed away. Counsel has identified her brother, Douglas Cheyne, of Manistique, Michigan, as her next of kin. In recognition for Ms. Steffen's time and effort, Counsel respectfully requests that her service award of $2,000 be provided directly to Mr. Cheyne.
[58] *See* Dkt. No. 3521; *see also* Dkt. No. 1491 (awarding fees to Consumer IPP Counsel in connection with the JBS settlement); *see also* Dkt. No. 1424 (awarding 33 1/3% to Direct Purchaser Plaintiff Class Counsel); Dkt. No. 1549 (awarding fees to Commercial and Institutional Indirect Purchaser Plaintiff counsel).
[59] Fed. R. Civ. P. 23(e)(2)(D).

IV. RESPONSE TO OBJECTIONS AND CLASS MEMBER COMMENTS

a. Objector Huang's Objections to the Settlement Lack Merit.

Shiyang Huang objects to the Agri Stats Settlement in its entirety, and additionally objects on the basis that that class counsel's legal research costs are supposedly not compensable and that Class Notice was supposedly insufficient.[60] Each of these objections is without merit.

i. The Agri Stats Settlement

Mr. Huang objects to the Agri Stats Settlement for three separate reasons: (1) that CIPPs lack Article III standing for prospective relief against Agri Stats; (2) that the Agri Stats Settlement requires mandatory participation; and (3) that the Agri Stats Settlement provides no incremental value beyond the DOJ settlements in *United Stats v. Agri Stats, Inc.*. Mr. Huang's same objections to a nearly identical Agri Stats settlement in the *In re Broiler Chicken Antitrust Litigation* were recently rejected.[61] Moreover, in that case Mr. Huang withdrew his own objections.[62]

Mr. Huang claims that CIPPs' standing for injunctive relief is improperly based on historical damages, and that the risk of future harm is allegedly highly attenuated. But a critical part of this litigation, from the first allegations in the complaint, has been that pork

[60] *See* Dkt. No. 3526.
[61] *See In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-0637, Dkt. Nos. 8469 ("Objector Huang's Final Consolidated Objection to EUCP's Agri Stats Settlement") (N.D. Ill. June 27, 2026); *Id.*, Dkt. Nos. 8621 ("Order Granting End-User Consumer Plaintiffs' Motion for Final Approval of Settlement with Agri Stats, Inc.") at 5-7 (N.D. Ill. Oct. 29, 2026).
[62] *Id.*, Dkt. No. 8540 ("Motion to Withdraw EUCP Objector Huang's Objections to EUCP-Agri Stats Settlement") (N.D. Ill. Sept. 3, 2026).

is a frequently consumed product by the American public.[63] Someone who eats pork, usually eats pork regularly. This made the risk of future harm very real for class members. Class Representative Edwin Blakey submits a declaration supporting the Agri Stats settlement confirming this basic point, that he is a repeat purchaser of pork, and supports this settlement which removes one anticompetitive mechanism from the market.[64] *In re SuperValu, Inc.*, 870 F.3d 763, 768 (8th Cir. 2017) ("A putative class action can proceed as long as one named plaintiff has standing."). Furthermore, Mr. Huang's assertion that there is no substantial risk of future harm is based on an incorrect argument that future consumers can only be harmed by Agri Stats' direct sale of pork products. Rather, the harm to consumers from Agri Stats' conduct was never the sale of pork products, but instead the collection and dissemination of pricing and supply information to manufacturers of pork products.

Furthermore, the DOJ's consent decree only lasts ten years and there is no prohibition against a reintroduction of the pork sales reports — a real possibility that this Court already acknowledged Agri Stats is incentivized to do in the absence of pending and threatened litigation, a threat which confers standing on plaintiffs. *United States v. Agri Stats, Inc.*, No. 0:23-cv-3009-JRT-JFD, 2026 WL 508844, at *9 (D. Minn. Feb. 24, 2026). Without the permanent ban built into CIPPs Agri Stats Settlement, Agri Stats is free to resume dissemination of the pork sales reports in ten years that would re-expose CIPPs and other consumers to the same anticompetitive conduct and harm that led to the initiation of

[63] *E.g.*, Dkt. No. 1111 at ¶ 425.
[64] Rissman Decl., Ex. A Declaration of Edwin Blakey.

this case. Finally, Mr. Huang's exact arguments on Article III standing were addressed by the *In re Broiler Chicken* court—despite withdrawal—and were summarily determined to be meritless.[65] As such, CIPPs have Article III standing to pursue injunctive relief against Agri Stats.

Next, Mr. Huang wrongly claims that he should be able to opt-out of the Agri Stats settlement, which provides only injunctive relief. This Court has already approved similar settlements between Agri Stats and the DPPs[66] and CIIPPs[67] for injunctive relief only. *See also e.g., Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1149-50 (8th Cir. 1999) (noting deferential standard of review of injunctive relief settlements). Regardless, CIPPs seek settlement class certification under Rule 23(b)(2), which eliminates the bulk of Mr. Huang's arguments. Indeed, Mr. Huang's exact argument that he should retain his Rule 23(b)(3) opt-out rights was rejected by the Eighth Circuit in *DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1175 (8th Cir. 1995). There, the Court instructed that (b)(3) should not be utilized when (b)(2) is applicable. *Id.*

But Mr. Huang's arguments also fail on their logic. The very nature of injunctive relief means consumers—whether past, present, or potential future purchasers of pork products—are indivisible with regards to the benefits conferred by the Agri Stats Settlement. Mr. Huang and other Class Members cannot opt out of injunctive relief due to its cohesive nature. The only support for his incorrect proposition is a mistaken reliance on

[65] *See In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-0637, Dkt. No. 8621 at 6 (N.D. Ill. Oct. 29, 2026).
[66] Dkt. No. 3472.
[67] Dkt. No. 3502.

Lizama v. Victoria's Secret Stores, LLC, 36 F.4th 762, which deals with how to assess CAFA's amount in controversy requirement, and has nothing to do with Rule 23 settlement approval. Mr. Huang's reliance on *Trump v. Casa, Inc.* underscores the appropriateness of this settlement under Rule 23. There, Plaintiffs attempted to circumvent the class action device entirely. *See* 606 U.S. 831 (2025). Here, the CIPPs seek court approval under Rule 23.

Third, Mr. Huang claims that there is no incremental value of the Agri Stats Settlement compared to Agri Stats' settlement with the DOJ. Mr. Huang gets it backwards. The CIPPs were the first to reach a settlement with Agri Stats, only after the settlement was announced did the DOJ reach an agreement on similar terms nearly two months later.[68] And though the DOJ's consent decree offers similar relief preventing the reintroduction of the pork report, it notably does not contain two key provisions of CIPPs Settlement that creates significant value: Agri Stats agreed to ***permanently*** cease issuing the pork sales reports and should it seek to disseminate any pork reports in the future, it must provide two weeks' advance notice to Class Counsel.[69] Expiration of the DOJ consent decree—whether by motion in seven years or by automatic expiration in ten years—[70]could have resulted in the reintroduction of the pork and pork sales reports in the future.

[68] *Compare* Dkt. No. 3329 (Mar. 13, 2026), *with U.S. et al. v. Agri Stats, Inc.*, No. 0:23-cv-03009, Dkt. No. 742-2 (D. Minn. May, 7, 2026).
[69] Dkt. No. 3341, Ex. B at ¶ 9(k).
[70] *See U.S. et al. v. Agri Stats, Inc.*, No. 0:23-cv-03009-JRT-JFD, Dkt. No. 763 at 33 (D. Minn. Sept. 10, 2026).

Comparatively, CIPPs' Settlement effectively eliminates that possibility and creates a legitimate notice mechanism to prevent the future reintroduction of anticompetitive conduct that could be facilitated by the pork reports. This is significant pro-consumer relief of the type that other courts have already determined as valuable,[71] and relief that goes far beyond the limited temporal boundaries of the DOJ consent decree. Furthermore, the rejection of the Agri Stats settlement would only serve to unnecessarily resurrect trial claims against a company that would be bankrupted by any judgment that could compensate Class Members.[72]

For these reasons, Mr. Huang's objections to the Agri Stats Settlement are without merit and should be overruled by the Court.

ii. Class Counsel's Legal Research Costs Are Compensable

Mr. Huang objects to Class Counsel's request for $35,603.78 in legal research costs, however, relies on inapposite cases addressing requests for an award legal research costs based on fee-shifting statutory provisions. Rather, as this Court has acknowledged multiple times in this case, "[i]t is well established that counsel who create a common fund . . . are entitled to the reimbursement of litigation costs and expenses, which include . . . computerized research . . . ."[73] *See e.g.*, *In re Cattle and Beef Antitrust Litig.*, 2026 WL

[71] *See In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-0637, Dkt. No. 8621 at 5–7 (N.D. Ill. Oct. 29, 2026).

[72] Huang implies that the lack of threat of a trial against DOJ, in addition to the results in other cases, means that Agri Stats now has financial viability to compensate class members. There is no basis for this claim, and Agri Stats' finances cannot support a monetary settlement to CIPPs. *See* Rissman Decl. at ¶ 4.

[73] Dkt. No. 3503 at 2 (quoting *Krueger v. Ameriprise Fin., Inc.*, Civ. No. 11-2781, 2015 WL 4246879, at *3 (D. Minn. July 13, 2015))

1481592, at *8 (D. Minn. May 27, 2026); *Carew v. Lifecore Biomedical Inc.,* 2026 WL 2268568, at *10 (D. Minn. Aug. 6, 2026); *In re Eisner Advisory Grp. Data Breach Litig.*, 2026 WL 3131166, at *8 (D. Minn. Oct. 20, 2026). As the Court has already done in this case, including with regards to CIPPs,[74] it should conclude that Class Counsel's legal research costs were reasonable, necessary, and of the type normally awarded in class action litigation and accordingly overrule Mr. Huang's objection.

iii. The Email Direct Notice Followed Industry Best Practices

Mr. Huang finally claims that Class Notice was insufficient because his email notice ended up in his spam folder of his Google email account. There is no basis to deny final approval of the Settlements based on this claim. As outlined above, Epiq used industry standard email validation and hygiene tools to identify Class Members' email addresses and drafted Email Notices in such a way that the subject line, sender, and body of the message avoided standard spam filters.[75] Despite these practices, there is no method that guarantees that emails will be delivered exclusively to a class member's inbox as it depends heavily on that member's own email filtering and protection settings. Indeed, it appears Mr. Huang had marked similar class notices as spam, teaching his email program to mark this notice as "junk."[76] Moreover, it is commonplace for Class Members check their "junk" or "spam" folders,[77] as Mr. Huang did here, resulting in those class members receiving

[74] Dkt. No. 1904, at ¶ 16. *see also e.g.*, Dkt. No. 1006, at ¶ 3; Dkt. No. 3503, at *3.
[75] Azari Decl. at ¶¶ 14–15.
[76] *See* Ex. A to Dkt. No. 3526 (adding that the email providing notice was "similar to messages were identified as spam in the past.").
[77] Azari Decl. at ¶¶ 15

direct notice. Regardless, the notice program resulted in 4,931,853 claim submissions.[78] As such, there is no basis to assume that the notice program was insufficient and Mr. Huang's objections to class notice should be overruled.

b. Clinkenbeard's Request for Leave and Objections to the Attorney's Fees Motion Lack Merit

Mr. Robert Clinkenbeard mailed to Plaintiffs' Counsel a Motion for Leave to File Objection Out of Time, and separately submitted his Objection to Class Counsel's Request for Attorneys' Fees.[79] The Court should deny Mr. Clinkenbeard's Motion for Leave, as there is no excusable neglect for the untimely objection. Should the Court determine that considering Mr. Clinkenbeard's objection is timely, Mr. Clinkenbeard lacks standing and the objection itself is meritless.

i. The Motion to File an Untimely Objection Should be Denied

Mr. Clinkenbeard requests leave of court to file an untimely objection — one that he admits is untimely — on the basis of excusable neglect.[80] Mr. Clinkenbeard's main arguments of excusable neglect are that he did not receive individual notice of the Settlements and that he didn't understand his objection rights initially. Consideration of excusable neglect is equitable in nature, and requires consideration of the relevant circumstances including danger of prejudice to movant, length of delay, impact on judicial proceedings, reason for delay, whether it was in reasonable control of movant, and whether movant acted in good faith. *See Pioneer Inv. Serv.'s Co. v. Brunswick Assocs. Ltd.*

[78] Azari Decl., at 36.
[79] Dkt. Nos. 3556–58.
[80] Dkt. No. 3556, at 1.

Partnership, 507 U.S. 380, 393 (1993); *Lowry v. McDonnell Douglas Corp.*, 211, F.3d 457, 463 (8th Cir. 2000) (considering the reason for delay as the key factor). Though *pro se* litigants are afforded more leeway that counsel, they are still bound to court rules and deadlines. *Cf. Bennett v. Dr Pepper/Seven Up, Inc.*, 295 F.3d 805, 807–08 (8th Cir. 2002). Courts generally do not consider untimely objections to class settlements. *See Yarrington v. Solvay Pharmaceuticals, Inc.*, 697 F.Supp.2d 1057, 1064 (D. Minn. 2010) (collecting cases).

First, Mr. Clinkenbeard *did* receive notice of the Settlements and submitted a timely claim via the website on October 24, 2026 — five days before the deadline for objections.[81] Mr. Clinkenbeard admits also that he did not investigate the objection rights and procedures outlined on the website until November 9, 2026 — eleven days after the objection deadline and sixteen days after he initially submitted his Settlement claims.[82] Mr. Clinkenbeard also admits that the website explains the objection procedures.[83]

Here, consideration of Mr. Clinkenbeard's objection is not justified by the *Pioneer* factors. *See Pioneer*, 507 U.S. at 393. Though he may be prejudiced in that his objection would not be considered by the Court, his motion is eleven days late and would unnecessarily prolong the resolution of this case. Moreover, Mr. Clinkenbeard admits that he accessed the website — which provided clear instructions for the objection procedure and deadline — several days before the objection deadline.[84] He only considered objecting

[81] Dkt. No. 3556, at 1.
[82] *Id.*,
[83] *Id.*,
[84] *Id.*

to the Settlements after the deadline and admits that he just did not review the procedure in time despite having access to it.[85] Despite being entirely within his control, Mr. Clinkenbeard could have complied with the deadline and procedures for objections and simply did not. Considering the totality of the circumstances—including case law substantially disfavoring late objections—the *Pioneer* factors to do not indicate that Mr. Clinkenbeard had excusable neglect for failing to submit a timely objection.

Despite having received notice of the Settlements, Mr. Clinkenbeard's claim that he was entitled to individual notice is incorrect. Rule 23(c)(2) prescribes the "practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Epiq attempted to provide direct email notice to as many class members as possible based on information provided by Settling Defendants and supplemented notice with extensive print and digital media campaigns.[86] Here, where the amount of class members numbered millions, it is unrealistic to expect individual notice provided to each class member. *See In re Zurn Pex Plumbing Prods. Liab. Litig*., No. 08-MDL-1958, 2013 WL 716088, at *8 (D. Minn. Feb. 27, 2013) (approving notice plan which included direct mail notice to all *known* class members and a nationwide campaign to publish notice of the settlement) (emphasis added).

Accordingly, the Court should deny Mr. Clinkenbeard's motion for leave.

[85] *Id*.
[86] *See generally* Azari Decl.

ii. The Objection to the Fee Award is Without Merit

Even should the Court determine that excusable neglect justifies consideration of the untimely objection, Mr. Clinkenbeard lacks Article III standing and the objection itself is meritless. Mr. Clinkenbeard purportedly objects to Class Counsel's Request for Attorneys' Fees on the basis that the size of the requested award and requests a specific judicial finding explaining why the percentage award is reasonable. Class Counsel's one-third request is the "customary attorneys' fee award" in the Eighth Circuit, with courts in this Circuit routinely approving rates up to 36% and as high as 40%. *See e.g.*, *In re Excel Energy Inc., Sec., Derivative & "ERISA" Litig.*, 364 F.Supp.2d 980, 998 (D. Minn. 2005); *Burnett v. Nat'l Ass'n of Realtors*, 187 F.4th 1051, 1074 (8th Cir. 2026) (stating that courts have frequently awarded attorneys' fees up to 36% in class actions); *Whitley v. Baptist Health*, 2022 WL 16824654, at *2 (E.D. Ark. Nov. 8, 2022) (awarding "forty percent of the settlement amount"). Indeed, this Court's prior fee awards in this case have support an award of attorneys' fees based on a one-third (33 1/3%) fee of the Settlements, plus a third of the accrued interest.[87]

Objectors must have Article III standing for their claim to be heard, which requires establishing an injury in fact, a causal connection between that injury and the challenged conduct, and the likelihood that a favorable decision will redress the alleged injury. *Huyer v. Van de Voorde*, 847 F.3d 983, 986 (8th Cir. 2017). An "injury in fact" is "an invasion of

[87] Dkt. No. 1491 (awarding fees to Consumer IPP Counsel in connection with the JBS Settlement); *see also* Dkt. No. 1424 (awarding 33 1/3% to Direct Purchaser Plaintiff Class Counsel); Dkt. No. 1549 (awarding fees to Commercial and Institutional Indirect Purchaser Plaintiff counsel).

a legally protected interest" which must be "concrete and particularized" and "actual or imminent." *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992).

Mr. Clinkenbeard does not actually object that the requested award is unreasonable, or suggest a different percentage, nor does he provide any reasons why the fee award is not supported. Instead, he claims to need more information and ask the Court to analyze the information he claims is missing. Mr. Clinkenbeard has no alleged injury in fact and lacks redressability for the same reason his motion to file a late objection should be rejected: Mr. Clinkenbeard failed to read the materials he admits were provided to him.[88] The information Mr. Clinkenbeard requests is explicitly in or is easily calculable from Class Counsel's fee petition and supporting documents. His complaint is a purported lack of information; because that information has been provided, he has no "actual" injury. Nor could this Court redress his grievance, as the Court would merely be ordering the parties to provide information that was already provided.[89] His requests that the Court analyze the information already provided is a *non sequitur* that the Court read CIPPs' fee petition before deciding the motion, something that the Court would have done regardless of the objection.

Specific to Mr. Clinkenbeard's demands, Class Counsel have already provided the Court and Class Members their "total hours reasonably expended,"[90] "the aggregate

[88] Dkt. Nos. 3521–23.
[89] *Id*.
[90] Dkt. No. 3521, at 15.

monetary settlement funds" ($117,065,000 for these settlements and $212,065,000 total),[91] "the attorneys' fees requested" ($39,021,666.67 plus one-third of accrued interest),[92] "the allocation of work among participating firms,"[93] "the resulting lodestar multiplier" (2.32)[94] "litigation expenses sought" ($3,124,267.13),[95] "administrative costs incurred and projected" ($1,830,000 reserve),[96] "representative awards requested" ($3,000 each),[97] "the resulting estimated distributable fund" ($73,002,066.20 plus accrued interest),[98] "justification for any substantial premium over documented time value,"[99] examination for "potential duplication or inefficiency,"[100] and "the anticipated methodology for distributing that fund to eligible claimants."[101] Nearly every question Mr. Clinkenbeard has asked has already been answered.[102] Accordingly, he lacks standing, his objection lacks merit and it should be overruled.

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[91] *Id*., at 9.
[92] *Id*., at 10.
[93] *Id*., at 15; Dkt. No. 3522, at ¶¶ 20–22.
[94] Dkt., No. 3521, at 20.
[95] *Id*., at 21; Dkt. No. 3522, at ¶ 43–44; Dkt. No. 3523, at ¶ 5.
[96] Dkt. No. 3521, at 23.
[97] *Id*.
[98] This final distributable fund accounts for the initial distribution of attorneys' fees. *See* Dkt. No. 1904; Rissman Decl. ¶ 5.
[99] *See* Dkt. No. 3521, at 18–20.
[100] Class Counsel took affirmative steps to prevent duplicative efforts and inefficiencies in litigating this case. *See* Dkt. No. 3522, at ¶¶ 10, 20; Dkt. No. 3523, at ¶ 4..
[101] Dkt. No. 3413 at 14–16.
[102] Mr. Clinkenbeard further requests "contemporaneous time records" as evidentiary support for CIPPs' fee request, but that level of detail is not required. *See e.g., In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 307 (3d Cir. 2005), *as amended* (Feb. 25, 2005) (concluding that the Court may rely on "summaries submitted by the attorneys and need not review actual billing records"); *Voulgaris v. Array Biopharma, Inc*., 60 F.4th 1259, 1267 (10th Cir. 2023) (stating that the district court did not err in granting fees "by failing to employ an objector's desired level of scrutiny."); *see also* Fed. R. Civ. P. 23(h) & 54(d)

c. Objector Verdes' Objections to the Settlement Lack Merit

Objector Constantin Verdes filed an objection on October 1, 2026 on the bases that Class Counsel's request for attorneys' fees is unreasonable, that the Agri Stats Settlement is binding for the class despite containing no monetary relief, and that the Class Representative service award requests should be supported by evidence of actual contribution. For the same reasons outlined above addressing the Huang and Clinkenbeard Objections, Mr. Verdes' objections to the request for attorneys' fees and the Agri Stats Settlement are without merit. Furthermore, Mr. Verdes' objections regarding the class representative service awards are rendered moot by the submission of declarations evidencing the Class Representatives' contributions to this case.[103] Accordingly, the Court should find that Mr. Verdes' objections lack merit.

d. Class Member Matthews' Motion for Voluntary Mediation

On November 3, 2026, Class Member Carlton Matthews filed a Motion for Voluntary Basis containing a request for a mediation hearing to resolve this matter, in reference to (Dkt. No. 3512), as it is "essential for purpose to discuss settlement award, cost and fees, and any other matter that is appropriate to resolve this claim (from an individual perspective)."[104] Claims Administrator AB Data (the JBS and Smithfield settlements administrator) has informed counsel that Mr. Matthew is a convicted felon,

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(neither requiring the submission of "contemporaneous time records"). Class Counsel has already provided summaries of the time by attorneys and legal professionals litigating this case. Dkt. No. 3522 ¶¶ 20–22; Dkt. No. 3523-1.

[103] Dkt. No. 3522-2.

[104] Dkt. No. 3531 at 1.

frequent fraudulent filer, and currently incarcerated. Nonetheless, his claim included periods where he was not incarcerated, and his purchases of pork appeared reasonable. He submitted a claim for the initial JBS and Smithfield Settlements in October 2022 that has been processed and approved for a distribution.[105] Based on the content of Mr. Matthews' Motion, it does not appear he objects to Final Approval, or anything related to these Settlements, and if he does, on what grounds. Accordingly, the Court should deny Mr. Matthews' motion for mediation.[106]

V. CONCLUSION

For the foregoing reasons, CIPPs respectfully request that the Court: (1) grant final approval of the Settlements, (2) re-affirm certification of the 23(b)(3) Settlement Class, (3) certify a 23(b)(2) Settlement Class with respect to the Agri Stats settlement; (4) overrule all objections and deny class members requested relief; and (5) enter final judgment as to the Settling Defendants.

Dated: November 25, 2026

Respectfully submitted,

/s/ Joshua J. Rissman
Daniel E. Gustafson (#202241)
Daniel C. Hedlund (#258337)
Michelle J. Looby (#388166)
Joshua J. Rissman (#391500)
Abou B. Amara, Jr. (#401146)
Gabrielle M. Kolb (#504386)
GUSTAFSON GLUEK PLLC
120 South 6th Street, Suite 2600
Minneapolis, MN 55402
Telephone: (612) 333-8844

[105] Rissman Decl., at ¶ 6.
[106] Fed. R. Civ. P. 7(b)(1)(B).

Facsimile: (612) 339-6622
dgustafson@gustafsongluek.com
dhedlund@gustafsongluek.com
mlooby@gustafsongluek.com
jrissman@gustafsongluek.com
aamara@gustafsongluek.com
gkolb@gustafsongluek.com

/s/ Shana E. Scarlett
Shana E. Scarlett
John Michael Grant
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Tel: (510) 725-3000
shanas@hbsslaw.com
john.grant@hbsslaw.com

Steve W. Berman
Breanna Van Engelen
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Tel: (206) 623-7291
steve@hbsslaw.com
breannav@hbsslaw.com

Co-Lead Counsel for Consumer Indirect Purchaser Plaintiff Class