

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

RON BROWN, *et al.*,

Plaintiffs,

v.

JBS USA FOOD COMPANY, *et al.*,

Defendants.

Civil Action No. 1:22-cv-02946-PAB-STV

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENTS WITH GREATER OMAHA PACKING CO., INC. AND
AGRI STATS, INC. AND TO DIRECT NOTICE**

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I. INTRODUCTION

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs Ron Brown and Minka Garmon (“Plaintiffs”) hereby move for an Order granting preliminary approval of settlements reached between Plaintiffs and Defendants Greater Omaha Packing Co., Inc. (“Greater Omaha”) and Agri Stats, Inc. (“Agri Stats” and, collectively with Greater Omaha, “Settling Defendants”). The terms of the settlement with Greater Omaha are memorialized in a written agreement entered into by Greater Omaha and Plaintiffs on December 5, 2025 (“Greater Omaha Settlement Agreement”),¹ and the terms of the settlement with Agri Stats are memorialized in a written agreement entered into by Agri Stats and Plaintiffs on December 9, 2025 (“Agri Stats Settlement Agreement”).²

These settlements contribute to a total recovery for Class members that is now over \$200 million, which will make a significant difference for the workers at Defendants’ red meat processing plant facilities across the country. Plaintiffs’ settlement with Agri Stats adds an additional layer of relief for workers – an agreement to remove detailed labor information from the Agri Stats reports, were they to resume in the pork market. The Greater Omaha and Agri Stats settlements are the thirteenth and fourteenth settlements reached in the case, leaving only one remaining defendant family: Smithfield. The Court has preliminarily approved all twelve prior settlements and cooperation agreements.³ The recovery per Settled Defendant appears in the chart below.

¹ See Decl. of Shana E. Scarlett in Supp. of Pls.’ Mot. for Prelim. Approval of Settlements with Greater Omaha Packing Co., Inc. and Agri Stats, Inc. and to Direct Notice (“Scarlett Decl.”), Ex. A (filed concurrently herewith).

² See *id.*, Ex. B.

³ See Order granting preliminary approval of settlements with Perdue Farms Inc.; Seaboard Foods, LLC; Triumph Foods, LLC; and Webber, Meng, Sahl, and Company, Inc. (“Order on

Date	Defendant Family	Settlement
12/6/2022	Perdue Farms Inc. (“Perdue”)	\$1,250,000
6/20/2023	Webber, Meng, Sahl, and Company, Inc. (“WMS”)	(cooperation)
6/23/2023	Seaboard Foods, LLC (“Seaboard”) Triumph Foods, LLC (“Triumph”)	\$10,000,000 (cooperation)
1/29/2024	JBS USA Food Co. (“JBS”)	\$55,000,000
3/7/2024	Tyson Foods, Inc. (“Tyson”)	\$72,500,000
5/17/2024	American Foods Group, LLC (“American Foods”)	\$4,000,000
7/2/2024	National Beef Packing Co., LLC (“National Beef”)	\$14,200,000
7/24/2024	Cargill, Inc. and Cargill Meat Solutions Corp. (“Cargill”)	\$29,750,000
8/20/2024	Hormel Foods Corporation, Rochelle Foods, LLC, and Quality Pork Processors, Inc. (“Hormel Foods- QPP”)	\$13,500,000
4/10/2025	Agri Beef Co. and Washington Beef, LLC	\$1,400,000
6/10/2025	Indiana Packers Corporation	\$1,100,000
12/5/2025	Greater Omaha Packing Co., Inc.	\$100,000
12/9/2025	Agri Stats, Inc.	(cooperation and conduct relief)
TOTAL		\$202,800,000

Plaintiffs also respectfully move for an order approving a notice plan and amended notices incorporating all fourteen settlements reached to date. These revised, proposed notice documents

Prelim. Approval”), Dkt. No. 306, Feb. 27, 2024; Order granting preliminary approval of settlements with JBS USA Food Co.; Tyson Foods, Inc.; American Foods Group, LLC; National Beef Packing Co., LLC; Cargill, Inc. and Cargill Meat Solutions Corp.; and Hormel Foods Corporation, Rochelle Foods, LLC, and Quality Processors, Inc., Dkt. No. 382, Jan. 15, 2025; Order granting preliminary approval of settlements with Agri Beef Co. and Washington Beef, LLC; and Indiana Packers Corp., Dkt. No. 428, Oct. 16, 2025. Only one Defendant family remains: Smithfield Foods, Inc. and Smithfield Packaged Meats Corp. (“Smithfield”).

supersede prior notice documents.⁴ Approving these revised, proposed notice documents would not require changing the proposed notice schedule, as discussed in detail below.

Plaintiffs respectfully request that the Court enter an order: (1) preliminarily approving the Agri Stats and Greater Omaha settlements; (2) certifying the Settlement Classes defined below; (3) appointing Interim Co-Lead Counsel as Settlement Class Counsel; (4) appointing Plaintiffs as Settlement Class Representatives; (5) approving the revised, proposed notice documents and notice plan; and (6) granting a stay of all proceedings against the Greater Omaha Released Parties and Agri Stats Released Parties, except those proceedings provided for or required by their respective Settlement Agreements.

II. BACKGROUND

A. **Plaintiffs allege Defendants conspired to stabilize red meat processing workers' wages.**

Plaintiffs allege the nation's leading red meat processors and two consulting companies conspired to stabilize the compensation paid to workers at red meat processing plants.⁵ One of those consulting companies was Agri Stats.⁶ This action was filed after a comprehensive investigation by Plaintiffs' counsel, which included assessments of industry wages, interviewing industry witnesses, and extensive research into the red meat processing industry. As a result of that investigation, Plaintiffs' lengthy complaint is supported by specific allegations, including allegations that Defendants entered into an illegal agreement in violation of the Sherman Act, 15 U.S.C. § 1, under both a *per se* and rule of reason analysis.

⁴ See Decl. of Justin Parks of A.B. Data in Supp. of Mot. for Approval of Notice Plan, Exs. A–G, Dkt. No. 416, June 13, 2025.

⁵ Am. Compl. ¶ 381, Dkt. No. 260, Jan. 12, 2024.

⁶ *Id.* at ¶ 2.

Defendants moved to dismiss the Complaint on February 17, 2023.⁷ The Court denied the dismissal motions as to all but one Defendant, Iowa Premium, LLC, for which it granted the motion without prejudice.⁸ Plaintiffs requested, and the Court on January 12, 2024 granted, leave to amend the Complaint.⁹ The Amended Complaint added additional Defendants: Greater Omaha and Indiana Packers.¹⁰ The Amended Complaint also added a Subclass of red meat workers whose claims are against WMS, Perdue, Seaboard, and Triumph.¹¹ The Subclass period ends on “the date of the first preliminary approval of a settlement in this action,” *i.e.*, Feb. 27, 2024.¹²

Defendants moved to dismiss the Amended Complaint on April 5, 2024 and April 10, 2024.¹³ On March 26, 2025, the Court granted in-part and denied in-part the Motions to Dismiss as to the remaining Defendants, including Greater Omaha and Agri Stats.¹⁴

B. Summary of the Settlement Agreements.

Plaintiffs’ settlements with Greater Omaha and Agri Stats, reached after three years of litigation, were informed by an especially deep understanding of both the applicable law and the relevant facts. Plaintiffs’ counsel has extensive experience in antitrust cases, particularly in cases alleging wage suppression. The Greater Omaha and Agri Stats settlement negotiations benefited from hundreds of thousands of documents from earlier settling Defendants and from multiple

⁷ *See generally* Mots. to Dismiss, Dkt. Nos. 159–166, Feb. 17, 2023.

⁸ Order on Mots. to Dismiss, Dkt. No. 220, Sept. 27, 2023.

⁹ *See* Am. Compl., Dkt. No. 260, Jan. 12, 2024; Order on Stip. on Pls.’ Mot. to Amend Compl., Dkt. No. 259, Jan. 12, 2024.

¹⁰ *See* Summons Request, Dkt. No. 261, Jan. 12, 2024.

¹¹ Am. Compl. ¶¶ 415–16, Dkt. No. 260, Jan. 12, 2024.

¹² *See id.*; Order on Prelim. Approval, Dkt. No. 306, Feb. 27, 2024.

¹³ Joint Mot. to Dismiss, Dkt. No. 337, Apr. 5, 2024; Mots. to Dismiss, Dkt. Nos. 338–343, Apr. 5, 2024 and Apr. 10, 2024.

¹⁴ Order on Mots. to Dismiss, Dkt. Nos. 400–401, Mar. 26, 2025.

earlier settlements on behalf of the Class. The result is fair, impartial, and robust Settlement Agreements, described below.

1. Summary of the Greater Omaha Settlement Agreement.

a. Class definition.

The proposed Greater Omaha Settlement Class is co-extensive with the Class in the operative complaint, except for the time period. The Settlement Class includes “[a]ll persons employed by Defendant Processors, their subsidiaries, and/or related entities at beef-processing or pork-processing plants in the continental United States from January 1, 2000 until February 27, 2024.”¹⁵ February 27, 2024 is the date this Court issued the first preliminary approval Order.¹⁶ The Amended Complaint includes the same definition, but the time period continues through the present.¹⁷

b. Monetary terms.

Greater Omaha has agreed to provide monetary compensation for the benefit of the Greater Omaha Settlement Class in the amount of \$100,000, which represents guaranteed recovery to Class members (providing this Court grants final approval). Plaintiffs consider this to be an appropriate settlement given the size of Greater Omaha relative to the other Defendants.¹⁸ This amount will be deposited in an escrow account by Greater Omaha within thirty (30) days after entry of the

¹⁵ Scarlett Decl., Ex. A at § II(F)(3). The following persons and entities are excluded from the Greater Omaha Settlement Class: “plant managers; human-resources managers and staff; clerical staff; guards, watchmen, and salesmen; Defendants, co-conspirators, and any of their subsidiaries, predecessors, officers, or directors; and federal, state or local governmental entities.” *Id.*

¹⁶ See Order on Prelim. Approval, Dkt. No. 306, Feb. 27, 2024.

¹⁷ Am. Compl. ¶ 413, Dkt. No. 260, Jan. 12, 2024.

¹⁸ Scarlett Decl. ¶ 8.

preliminary approval order.¹⁹ This fund is non-reversionary; once the Greater Omaha Settlement Agreement is finally approved by the Court, and after administrative costs, litigation expenses, and attorneys' fees are deducted, the net funds will be distributed to Settlement Class members with no amount reverting back to Greater Omaha.²⁰

c. Cooperation.

Greater Omaha has agreed to non-monetary cooperation terms, which will provide significant benefits to the Class when litigating their claims against the remaining Defendant, Smithfield. Namely, to the extent such data exists, Greater Omaha will produce structured data for the Settlement Class Period, and make reasonable efforts to respond to questions from Plaintiffs on the interpretation of the data.²¹ This structured data is critical to notifying Class members of the Settlement Agreements in this case and the amount they may recover under them, as required by Federal Rule of Civil Procedure 23(e) and constitutional due process.

d. Release of liability.

The Greater Omaha Settlement Agreement releases and discharges Greater Omaha from any and all claims arising out of or relating to:

[A]n alleged or actual conspiracy or agreement between Defendants relating to reducing competition for the hiring and retaining of, or to fixing, depressing, restraining, exchanging information about, or otherwise reducing the Compensation paid or provided to, the Releasing Parties by Defendants, coconspirators, their respective subsidiaries and/or related entities or arising from or in connection with any act or omission during the Class Period relating to or referred to in the Action or arising from the factual predicate of the

¹⁹ Scarlett Decl., Ex. A at § II(A)(1).

²⁰ *Id.*, Ex. A at 18, § II(E).

²¹ *Id.*, Ex. A at 10–11, § II(A)(2).

Action or any conduct that could have or should have been challenged, raised or alleged in the Action.²²

The Greater Omaha Settlement Agreement, however, does nothing to abrogate the rights of any member of the Greater Omaha Settlement Class to recover from any other Defendant.²³ The Greater Omaha Settlement Agreement also expressly excludes from the Release claims unrelated to the allegations “that are based on breach of contract, negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, discrimination, COVID-19 safety protocols, failure to comply with wage and hours laws unrelated to anticompetitive conduct, or securities claims.”²⁴

2. Summary of the Agri Stats Settlement Agreement.

a. Class definition.

The proposed Agri Stats Settlement Class is co-extensive with the Class in the operative complaint, except for the time period. The Settlement Class includes “[a]ll persons employed by Defendant Processors, their subsidiaries, and/or related entities at beef-processing or pork-processing plants in the continental United States from January 1, 2000 until February 27, 2024.”²⁵ February 27, 2024 is the date this Court issued the first preliminary approval Order.²⁶ The

²² *Id.*, Ex. A at 11–12, § II(B)(2).

²³ *Id.*, Ex. A. at 12, § II(B)(2).

²⁴ *Id.*

²⁵ Scarlett Decl., Ex. B at § II(C)(2). The following persons and entities are excluded from the Agri Stats Settlement Class: “complex managers, plant managers, human resources managers, human resources staff, office clerical staff, guards, watchmen, and salespersons of the Defendants, alleged co-conspirators, and any of their subsidiaries, predecessors, officers, or directors; and federal, state or local governmental entities.” *Id.*

²⁶ *See* Order on Prelim. Approval, Dkt. No. 306, Feb. 27, 2024.

Amended Complaint includes the same definition, but the time period continues through the present.²⁷

b. Conduct relief.

Agri Stats is currently not publishing pork processing reports in the United States and states that it has no plans to resume such reports. However, in the event that it resumes producing pork reports, Agri Stats will make robust changes to the reports' contents. In particular, Agri Stats will eliminate more than twenty-five plant-level data fields for subscribers other than the report recipient, including fields related to wage rates, labor cost by processing stage (such as slaughter or loin deboning), labor efficiency, and pigs per manhour.²⁸ Eliminating these fields, particularly given their level of granularity, will make it far more difficult for Defendants to conspire to fix employees' wages in the future. Further, if Agri Stats resumes publication within the next five years, Agri Stats must inform Class Counsel within two weeks of this resumption.²⁹

c. Cooperation.

Agri Stats has agreed to non-monetary cooperation terms similar to those in the twelve settlements this Court has already preliminarily approved. This cooperation will provide considerable support to the Class in their continued litigation.

- **Data:** Agri Stats has produced structured data from 2008 to June 2018, the time period during which the company compiled and issued its Swine Processing and Operations Profits reports. Agri Stats will also make reasonable efforts to respond to questions from Plaintiffs on the interpretation of data.³⁰

²⁷ Am. Compl. ¶ 413, Dkt. No. 260, Jan. 12, 2024.

²⁸ Scarlett Decl., Ex. B at § II(A)(3).

²⁹ *Id.*

³⁰ Scarlett Decl., Ex. B at 8, § II(A)(2)(a).

- **Custodians and depositions:** Agri Stats has produced documents from five (5) custodians and testimony from up to five (5) then-current employees.³¹
- **Authentication of documents:** Agri Stats has agreed to cooperate with Plaintiffs to authenticate documents for use at summary judgment and trial.³²

d. Release of liability.

The Agri Stats Settlement Agreement releases and discharges Agri Stats from any and all claims arising out of or relating to:

[T]he facts alleged in the Action or underlying conduct challenged in the Action, including without limitation, an alleged or actual conspiracy or agreement between any of the Defendants relating, directly or indirectly, to (a) the Compensation paid or provided to the Releasing Parties, directly or indirectly, by Defendants, alleged coconspirators, their respective subsidiaries, affiliates, and/or related entities (including but not limited to reducing competition for the hiring and retaining of, or to fixing, depressing, restraining, exchanging information about, or otherwise reducing that Compensation); or (b) exchanging information regarding the Compensation paid or provided to the Releasing Parties.³³

The Agri Stats Settlement Agreement, however, does nothing to abrogate the rights of any member of the Agri Stats Settlement Class to recover from any other Defendant.³⁴ The Agri Stats Settlement Agreement also expressly excludes from the Release any claims unrelated to the claims or conduct in the action and “based on breach of contract, negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, discrimination, COVID-

³¹ *Id.*, Ex. B at 9, § II(A)(2)(d).

³² *Id.*, Ex. B at 9, § II(A)(2)(b).

³³ *Id.*, Ex. B at 12, § II(B)(2).

³⁴ *Id.*

19 safety protocols, failure to comply with wage and hours laws unrelated to anticompetitive conduct, or securities claims.”³⁵

III. ARGUMENT

Settlement is strongly favored as a method for resolving disputes.³⁶ When evaluating the fairness and adequacy of a proposed settlement, courts keep in mind the “important public policy concerns that support voluntary settlements.”³⁷ This is particularly true in large, complex class actions, such as this case.³⁸

Under Federal Rule of Civil Procedure 23(e), before a court may approve a proposed settlement, it must conclude that the settlement is “fair, reasonable, and adequate.”³⁹ However, the review at the preliminary approval stage is not “as stringent as [that] applied for final approval”⁴⁰ since “[p]reliminary approval of a class action settlement is a provisional step.”⁴¹ At preliminary approval, the court is tasked with determining whether there is “any reason not to notify the class members of the proposed settlement and to proceed with a fairness hearing.”⁴² The analysis is “at most a determination that there is probable cause to submit the proposal to class members and hold

³⁵ *Id.*

³⁶ *See Sears v. Atchison, Topeka & Santa Fe Ry., Co.*, 749 F.2d 1451, 1455 (10th Cir. 1984).

³⁷ *Trujillo v. State of Colo.*, 649 F.2d 823, 826 (10th Cir. 1981).

³⁸ *Acevedo v. Sw. Airlines Co.*, No. 1:16-cv-00024-MV-LF, 2019 WL 6712298, at *2 (D.N.M. Dec. 10, 2019) (internal citations omitted) (noting that particularly in complex class actions, settlement “minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources”), *report and recommendation adopted*, 2020 WL 85132 (D.N.M. Jan. 7, 2020).

³⁹ Fed. R. Civ. P. 23(e)(2).

⁴⁰ *Ross v. Convergent Outsourcing, Inc.*, 323 F.R.D. 656, 659 (D. Colo. 2018) (quoting *In re Motor Fuel Temperature Sales Pracs. Litig.*, 286 F.R.D. 488, 492 (D. Kan. 2012)).

⁴¹ *Blanco v. Xtreme Drilling & Coil Servs., Inc.*, No. 16-cv-00249-PAB-SKC, 2020 WL 3833412, at *1 (D. Colo. Mar. 8, 2020).

⁴² *Id.* (quoting *Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693 (D. Colo. 2006)).

a full-scale hearing as to its fairness.”⁴³ “A proposed settlement of a class action should therefore be preliminarily approved where it appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives.”⁴⁴

“Although the standards for preliminary approval of a class action settlement are not as stringent” as the standards for final approval, “the standards used in the [final] stage inform the Court’s preliminary inquiry. Therefore, it is appropriate to review those standards.”⁴⁵ Final approval will be granted if a settlement is “fair, reasonable, and adequate” under the Rule 23(e)(2) factors.⁴⁶ In the Tenth Circuit, this assessment requires courts to consider whether “(1) the settlement was fairly and honestly negotiated, (2) serious legal and factual questions placed the litigation’s outcome in doubt, (3) the immediate recovery was more valuable than the mere possibility of a more favorable outcome after further litigation, and (4) [the parties] believed the settlement was fair and reasonable.”⁴⁷ “If the settling parties can establish these factors, courts usually presume that the proposed settlement is fair and reasonable.”⁴⁸ Plaintiffs address both the

⁴³ *In re Molycorp, Inc. Sec. Litig.*, No. 12-cv-00292-RM-KMT, 2017 WL 4333997, at *3 (D. Colo. Feb. 15, 2017) (quotation and alteration marks omitted), *report and recommendation adopted*, 2017 WL 4333998 (D. Colo. Mar. 6, 2017).

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Paulson v. McKowen*, No. 19-cv-02639-PAB-NYW, 2022 WL 168708, at *8 (D. Colo. Jan. 19, 2022) (citing Fed. R. Civ. P. 23(e)(2)).

⁴⁷ *Tennille v. W. Union Co.*, 785 F.3d 422, 434 (10th Cir. 2015) (quoting *In re Integra Realty Res., Inc.*, 354 F.3d 1246, 1266 (10th Cir. 2004)).

⁴⁸ *Martinez v. Reams*, No. 20-cv-00977-PAB-SKC, 2020 WL 7319081, at *7 (D. Colo. Dec. 11, 2020) (citing *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004)).

Rule 23 factors and the unique Tenth Circuit factors.⁴⁹ Each of these factors support preliminary approval.⁵⁰

A. The Settlement Agreements were negotiated at arm’s length.

This factor requires courts to look for “indicia that the settlement negotiations in this case have been fair, honest and at arm’s length.”⁵¹ Here, all parties are represented by sophisticated counsel who have played active roles in many antitrust cases across the country. The negotiations between counsel lasted for months, with multiple calls between Greater Omaha’s and Plaintiffs’ counsel, and separately, for months with multiple calls between Agri Stats’s counsel and Plaintiffs’ counsel. The parties undertook a robust discussion of the case’s strengths and weaknesses. The negotiations were adversarial throughout, and at no time was there any collusion that might compromise the Class’s interests.⁵² That the parties engaged in good faith negotiations advised by sophisticated counsel with antitrust and complex class litigation expertise supports the settlements’ integrity.⁵³

B. The relief provided to the Class is adequate.

The analysis under Rule 23(e)(2)(C) looks at whether “the relief provided for the class is adequate.” The Tenth Circuit’s factors regarding “whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt” and “whether the value of an immediate

⁴⁹ *Rodriguez v. Hermes Landscaping, Inc.*, No. 17-2142-JWB-KGG, 2020 WL 3288059, at *2 (D. Kan. June 18, 2020).

⁵⁰ Orders on Prelim. Approval, Dkt. Nos. 306, 382, 428.

⁵¹ *Lucas*, 234 F.R.D. at 693.

⁵² See Scarlett Decl. ¶¶ 10, 13.

⁵³ *Acevedo*, 2019 WL 6712298, at *2; see also *In re Urethane Antitrust Litig.*, No. 04-MD-1616-JWL, 2006 WL 2983047, at *1 (D. Kan. Oct. 17, 2006) (finding the settlement “fairly and honestly negotiated” when it results from “negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions.”).

recovery outweighs the mere possibility of future relief after protracted and expensive litigation” both “largely overlap” with Rule 23(e)(2)(C)(i), the first subfactor of this analysis, and thus these analyses are combined and subsumed into the analysis below.⁵⁴

First, “the parties could reasonably conclude that there are serious questions of law and fact that exist such that they could significantly impact this case if it were litigated.”⁵⁵ For example, there is serious disagreement by the parties about whether the Defendants, including Greater Omaha and Agri Stats, illegally conspired to depress, or exchange information regarding, workers’ compensation. As in most antitrust cases, questions of predominance and impact are certain to arise, with the Defendants undoubtedly challenging the expert analyses Plaintiffs will use to show the Class was harmed. The settlements here cut short these questions and assure relief to the Settlement Classes.⁵⁶ Because the serious, disputed legal issues here render the outcome of the litigation uncertain, this factor heavily favors settlement.⁵⁷

In addition, the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation. As in most cases, if “this case were to be litigated, in all probability it would be many years before it was resolved.”⁵⁸ It is inherently difficult to prove a complex antitrust class action, and there are “significant risks” associated with continued

⁵⁴ See *Rodriguez*, 2020 WL 3288059, at *3 (citation omitted).

⁵⁵ *Lucas*, 234 F.R.D. at 693–94.

⁵⁶ *In re Qwest Commc’ns Int’l, Inc. Sec. Litig.*, 625 F. Supp. 2d 1133, 1138 (D. Colo. 2009) (finding the presence of serious legal and factual questions concerning the outcome of the litigation to weigh heavily in favor of settlement, “because settlement creates a certainty of some recovery, and eliminates doubt, meaning the possibility of no recovery after long and expensive litigation.”).

⁵⁷ See *Tennille*, 785 F.3d at 435 (affirming final approval of settlement where “serious disputed legal issues” rendered “the outcome of th[e] litigation . . . uncertain and further litigation would have been costly.”).

⁵⁸ *Lucas*, 234 F.R.D. at 694.

litigation.⁵⁹ In contrast, “the proposed settlement agreement[s] provide[] the class with substantial, guaranteed relief.”⁶⁰ And although the case will continue against the one non-settling Defendant, continuing to litigate this case against Greater Omaha and Agri Stats would have required significant additional resources and materially increased the case’s complexity.⁶¹

In addition, “[a]n evaluation of the benefits of the settlement also must be tempered by the recognition that any compromise involves concessions on the part of the parties.”⁶² Here, the parties reached an agreement that necessitated compromise by both sides.⁶³ Thus, the immediate, substantial relief offered by the Greater Omaha and Agri Stats settlements outweighs the “mere possibility of a more favorable outcome after protracted and expensive litigation over many years in the future.”⁶⁴ Accordingly, the relief provided to the Class is adequate and satisfies both the Tenth Circuit requirements and those of Rule 23(e)(2)(C).

C. Plaintiffs’ counsel believe the settlements are fair and reasonable.

“Counsel’s judgment as to the fairness of the agreement is entitled to considerable weight.”⁶⁵ Here, counsel – attorneys with substantial experience in complex class action and

⁵⁹ See *In re Cathode Ray Tube Antitrust Litig.*, No. C-07-5944 JST, 2015 WL 9266493, at *4 (N.D. Cal. Dec. 17, 2015); *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003) (“Experience proves that, no matter how confident trial counsel may be, they cannot predict with 100% accuracy a jury’s favorable verdict, particularly in complex antitrust litigation.”).

⁶⁰ *Lucas*, 234 F.R.D. at 694.

⁶¹ See Scarlett Decl. ¶ 16.

⁶² *Acevedo*, 2019 WL 6712298, at *3.

⁶³ See Scarlett Decl. ¶¶ 9, 12.

⁶⁴ *In re Syngenta Ag Mir 162 Corn Litig.*, No. 14-md-2591-JWL, 2018 WL 1726345, at *2 (D. Kan. Apr. 10, 2018).

⁶⁵ *Lucas*, 234 F.R.D. at 695.

antitrust litigation – unanimously support these settlements.⁶⁶ Courts recognize that “the recommendation of a settlement by experienced plaintiff[s]’ counsel is entitled to great weight.”⁶⁷ Under the Settlement Agreements, Greater Omaha will pay \$100,000 into a fund that will provide tangible financial benefits to the Settlement Class, and Agri Stats will engage in significant conduct reform. And the Settlement Agreements with Greater Omaha and Agri Stats allow Plaintiffs to secure important evidence – in the form of data, documents, and testimony – from these Defendants’ employees.⁶⁸

In sum, the Settlement Agreements are fair, reasonable, and adequate in light of the strength of the claims and the risks and expense of continued litigation. Accordingly, under the Rule 23(e)(2) and Tenth Circuit factors, preliminary approval should be granted.

IV. THE COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASSES

Plaintiffs request that the Court certify the proposed Settlement Classes to receive the benefits of the Settlement Agreements. Plaintiffs seek certification of Settlement Classes consisting of “[a]ll persons employed by Defendant Processors, their subsidiaries, and/or related entities at beef-processing or pork-processing plants in the continental United States from January 1, 2000 until the date of the first preliminary approval of a settlement in this Action [*i.e.*, February 27, 2024].”⁶⁹

⁶⁶ *See e.g., id.* (finding unanimous approval by experienced counsel supports settlement approval).

⁶⁷ *O’Dowd v. Anthem, Inc.*, No. 14-cv-02787-KLM-NYW, 2019 WL 4279123, at *14 (D. Colo. Sept. 9, 2019).

⁶⁸ *See In re Ampicillin Antitrust Litig.*, 82 F.R.D. 652, 654 (D.D.C. 1979) (approving settlement in light of settling defendant’s “assistance in the case against [a non-settling defendant]”); *see generally In re IPO Sec. Litig.*, 226 F.R.D. 186, 198–99 (S.D.N.Y. 2005) (recognizing the value of cooperating defendants in complex class action litigation).

⁶⁹ Scarlett Decl., Ex. A at § II(F)(3); Ex. B at § II(C)(2).

These proposed Settlement Classes meet the prerequisites of Rule 23(a) and Rule 23(b)(3).⁷⁰

A. The Settlement Classes satisfy Rule 23(a).

1. Numerosity.

Rule 23(a)(1) requires that the class membership be sufficiently large to warrant a class action because the alternative of joinder is impracticable.⁷¹ In general, the Tenth Circuit has noted that classes are viable with as few as 17 to 20 persons.⁷² Here, the precise number of members in the Settlement Classes is unknown, but it is likely to number in the tens of thousands.

2. Commonality.

Rule 23(a)(2) requires that there be “questions of law or fact common to the class.”⁷³ Courts recognize that “[e]ven a single [common] question will” satisfy the commonality requirement.⁷⁴ “In the antitrust context, courts have generally held that an alleged conspiracy or monopoly is a common issue that will satisfy Rule 23(a)(2) as the singular question of whether defendants conspired to harm plaintiffs will likely prevail.”⁷⁵ Here, common questions abound, including

⁷⁰ See Order, Dkt. No. 428, Oct. 16, 2025; see also *Murray v. Tips, Inc.*, No. 18-cv-00937-RM-KLM, 2020 WL 1852382, at *3 (D. Colo. Apr. 13, 2020); *Shook v. El Paso Cnty.*, 386 F.3d 963, 971 (10th Cir. 2004).

⁷¹ Fed. R. Civ. P. 23(a)(1).

⁷² *Rex v. Owens ex rel. Okl.*, 585 F.2d 432, 436 (10th Cir. 1978).

⁷³ Fed. R. Civ. P. 23(a)(2).

⁷⁴ *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 359 (2011) (quotation mark omitted); *Menocal v. GEO Grp., Inc.*, 882 F.3d 905, 914 (10th Cir. 2018) (“A finding of commonality requires only a single question of law or fact common to the entire class.”) (citation omitted).

⁷⁵ *D&M Farms v. Birdsong Corp.*, No. 2:19-cv-463, 2020 WL 7074140, at *3 (E.D. Va. Dec. 2, 2020); see also *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1256 (10th Cir. 2014) (affirming trial court’s certification of class in price-fixing case where “two common questions . . . could yield common answers at trial: the existence of a conspiracy and the existence of impact.”).

whether Defendants agreed to restrain wages or exchange wage information, whether the agreements had an impact on members of the Settlement Classes, the relevant market for Plaintiffs' claim under the rule of reason analysis, and the damages amount. Proof for these questions is common to the Settlement Classes.

3. Typicality.

Rule 23(a)(3) requires that the class representatives' claims be "typical" of class members' claims.⁷⁶ "The typicality requirement ensures that the absent class members are adequately represented by the lead plaintiff such that the interests of the class will be fairly and adequately protected in their absence."⁷⁷ "Differing fact situations of class members do not defeat typicality...so long as the claims of the class representative and class members are based on the same legal or remedial theory."⁷⁸ In antitrust class action cases, typicality is established by plaintiffs and all class members alleging the same antitrust violations by defendants.⁷⁹ Here, typicality is satisfied because both Plaintiffs' claims and members of the Settlement Classes' claims arise out of the same alleged antitrust conspiracy – each member suffered the same harm by receiving compensation that was depressed by Defendants' conduct. As such, Rule 23(a)(3) is satisfied.

⁷⁶ Fed. R. Civ. P. 23(a)(3).

⁷⁷ *Paulson*, 2022 WL 168708, at *5 (referencing *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 157 n.13 (1982)).

⁷⁸ *Colo. Cross-Disability Coal. v. Abercrombie & Fitch Co.*, 765 F.3d 1205, 1216 (10th Cir. 2014) (quotations and alteration omitted).

⁷⁹ See *In re Urethane Antitrust Litig.*, 237 F.R.D. 440, 447 (D. Kan. 2006), *stay granted in part*, 2006 WL 3021126 (D. Kan. Oct. 23, 2006).

4. Adequacy.

Rule 23(a)(4) requires that, for a case to proceed as a class action, the court must find that “the representative parties will fairly and adequately protect the interests of the class.”⁸⁰ This requires that the named plaintiffs and their counsel: (1) do not have any conflicts of interest with other class members and (2) will prosecute the action vigorously.⁸¹ Here, the adequacy requirement is met. The named Plaintiffs have no material conflict with other Class members – each suffered harm by Defendants’ suppression of their wages. And each named Plaintiff shares an overriding interest in establishing Defendants’ liability and maximizing class-wide damages.⁸² The named Plaintiffs and their counsel have, and will continue to, prosecute the action vigorously on behalf of the Class. Counsel have extensive experience in prosecuting complex antitrust litigation cases and representing antitrust plaintiffs.⁸³

B. The Rule 23(b)(3) requirements are satisfied.

Under Rule 23(b)(3), plaintiffs must show that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.”⁸⁴ Both requirements are met.

⁸⁰ Fed. R. Civ. P. 23(a)(4).

⁸¹ *See Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187–88 (10th Cir. 2002).

⁸² *See In re Polaroid ERISA Litig.*, 240 F.R.D. 65, 77 (S.D.N.Y. 2006) (“Where plaintiffs and class members share the common goal of maximizing recovery, there is no conflict of interest between the class representatives and other class members.”).

⁸³ Scarlett Decl. ¶¶ 2, 15.

⁸⁴ Fed. R. Civ. P. 23(b)(3).

1. Predominance of Common Issues.

The “predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.”⁸⁵ It is a “test readily met in certain cases alleging... violations of the antitrust laws.”⁸⁶ To prevail in an antitrust case, Plaintiffs must prove three elements: (1) a violation of the antitrust laws; (2) impact of the unlawful activity; and (3) measurable damages.⁸⁷ Common evidence supports each of these elements.

a. Violation of the antitrust laws.

Courts have found that the existence and scope of an antitrust conspiracy are common issues because proof of the conspiracy is a common question that predominates over other issues of the case.⁸⁸ Here, proof of Defendants’ antitrust violations is a common issue of sufficient importance that alone causes common issues to predominate in this case.⁸⁹

b. Impact of the unlawful activity.

Evidence common to the Settlement Classes supports a finding of impact here. Defendant Processors and co-conspirators collectively possess market power in the alleged market for employment at red meat processing plants in the continental United States.⁹⁰ Decisions regarding “the compensation of workers at red meat processing plants owned by Defendant Processors, their subsidiaries, and related entities were made by and at each Defendant Processor’s corporate

⁸⁵ *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997).

⁸⁶ *Paulson*, 2022 WL 168708, at *7 (citing *Amchem*, 521 U.S. at 625).

⁸⁷ *In re Urethane*, 237 F.R.D. at 449.

⁸⁸ *Id.*

⁸⁹ *Gold Strike Stamp Co. v. Christensen*, 436 F.2d 791, 796 (10th Cir. 1970) (“[W]here the question of basic liability [in antitrust cases] can be established readily by common issues, then it is apparent that the case is appropriate for class action.”).

⁹⁰ Am. Compl. ¶¶ 354–361, Dkt. No. 260, Jan. 12, 2024.

headquarters during the Class Period.”⁹¹ And the alleged conspiracy “commonly impacted all workers at red meat processing plants” because “Defendant Processors valued internal equity, the idea that similarly situated employees should be compensated similarly.”⁹² Finally, in its absence, Defendant Processors would have vigorously “competed with each other for labor during the Class Period by offering higher wages, higher salaries and superior benefits to Class Members.”⁹³ This evidence is common to the Settlement Classes.

c. Measurable damages.

No precise damages formula is required at this stage. Rather, if “plaintiffs can establish that the defendants conspired” to engage in wage-fixing, then “[e]ven where there are individual variations in damages, the requirements of Rule 23(b)(3) are satisfied[.]”⁹⁴ Plaintiffs can do so here.

2. Superiority of a Class Action.

In addition to the predominance of common questions, Rule 23(b)(3) requires a finding that “a class action is superior to other available methods for fairly and efficiently adjudicating of the controversy.”⁹⁵ In this case, settlement of this action “is a superior method for resolving this dispute” as it “avoids duplicative litigation, saving both plaintiffs and defendants significant time and legal costs to adjudicate common legal and factual issues.”⁹⁶ Additionally, no other potential

⁹¹ *Id.* ¶ 157.

⁹² *Id.* ¶¶ 118–119.

⁹³ *Id.* ¶ 172.

⁹⁴ *In re Urethane*, 768 F.3d at 1255 (quotation and alterations omitted); see *In re Urethane*, 237 F.R.D. at 452 (holding that a regression analysis is a viable method for calculating damages using common evidence).

⁹⁵ Fed. R. Civ. P. 23(b)(3).

⁹⁶ *In re Crocs, Inc. Secs. Litig.*, 306 F.R.D. 672, 689 (D. Colo. 2014).

members of the Settlement Classes have filed an analogous antitrust claim against these Defendants. Thus, the absent Class members “to date have shown no interest in controlling the litigation of separate actions.”⁹⁷ Further, proceeding as a class action, rather than a host of separate individual trials, would provide significant economies in time, effort, and expense, and permit members of Settlement Classes to seek damages that would otherwise be too costly to pursue.⁹⁸

Finally, the Supreme Court has found that when certifying Settlement Classes, “a district court need not inquire whether the case, if tried, would present intractable management problems, *see* Fed. R. Civ. P. 23(b)(3)(D), for the proposal is that there be no trial.”⁹⁹ Such is the case here. If approved, the Settlement Agreements would obviate the need for a trial against Greater Omaha and Agri Stats, and thus questions concerning those trials’ manageability are irrelevant. Accordingly, the Court should certify the Settlement Classes.

V. REQUEST TO DIRECT NOTICE TO THE SETTLEMENT CLASSES

Rule 23(e) requires that, prior to final approval of a settlement, notice of that settlement must be distributed to all class members who would be bound by it. Class members are entitled to notice of the twelve settlement agreements the Court has preliminarily approved – fourteen total settlements, should the Court grant Plaintiffs’ instant motion for preliminary approval of the Greater Omaha and Agri Stats Settlement Agreements.

Plaintiffs previously filed proposed notice documents informing Class members of the twelve prior settlements.¹⁰⁰ Those notice documents were created before the Greater Omaha and

⁹⁷ *Pliego v. Los Arcos Mexican Rests., Inc.*, 313 F.R.D. 117, 127 (D. Colo. 2016).

⁹⁸ *Id.* (“Courts in this District have repeatedly recognized that a class action is superior where the small claims of parties with limited resources are otherwise unlikely to be pursued.”).

⁹⁹ *Amchem*, 521 U.S. at 620.

¹⁰⁰ *See* Decl. of Justin Parks of A.B. Data in Supp. of Mot. for Approval of Notice Plan, Exs. A–G, Dkt. 416, June 13, 2025.

Agri Stats Settlement Agreements were signed.¹⁰¹ To increase judicial efficiency and reduce administrative expenses to the class, Plaintiffs have prepared revised notice documents that include not just the twelve prior settlements, but the Greater Omaha and Agri Stats settlements as well.¹⁰² The revised, proposed notice documents mirror the notices already approved by this Court, but merely update their contents with notice of these additional settlements.¹⁰³ The proposed notice schedule accompanying these revised notice documents is the same as the one the Court approved in its November 7, 2025 Order, as described below, so no scheduling delay results.¹⁰⁴

Plaintiffs' revised proposed notices and notice plan satisfy all legal requirements.

A. The proposed manner of notice dissemination is reasonable and represents the best notice practicable under the circumstances.

Rule 23(c)(2)(B) requires that notice of a settlement be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.”¹⁰⁵ The Federal Rules of Civil Procedure permit notice through electronic means. Mailing notice to each member of a settlement class “who can be identified through reasonable effort” constitutes the best notice practicable.¹⁰⁶ Notice by publication “is often the best

¹⁰¹ See Scarlett Decl. ¶¶ 5–6.

¹⁰² See Decl. of Justin Parks of A.B. Data in Supp. of Mot. for Approval of Notice Plan (“Parks Decl.”), Exs. A–G, filed herewith.

¹⁰³ See Pls.’ Mot. for Prelim. Approval of Settlements with Agri Beef Co., Washington Beef, LLC, and Indiana Packers Corp. and to Direct Notice, Dkt. No. 416, June 13, 2025 (submitting proposed notice documents as exhibits); Order, Dkt. No. 428, Oct. 16, 2025.

¹⁰⁴ See Dkt. No. 430, Nov. 7, 2025 (submitting proposed notice schedule); Ord. Granting Pls.’ Second Unopposed Req. for Extension of Time for Class Notice Regarding Settlements, Dkt. No. 433, Nov. 7, 2025.

¹⁰⁵ Fed. R. Civ. P. 23(c)(2)(B).

¹⁰⁶ See *id.*; *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974).

notice practicable for class members who cannot be identified or located specifically through reasonable efforts.”¹⁰⁷

Plaintiffs propose a robust notice plan designed in collaboration with an experienced notice and claims administrator, A.B. Data, who is the notice and claims administrator in *Jien, et al. v. Perdue Farms, Inc., et al.*,¹⁰⁸ a wage-fixing lawsuit similar to this case that involves poultry workers.¹⁰⁹ This notice plan includes: (1) direct notice, (2) supplemental paid media, (3) earned media, (4) union outreach, (5) a toll-free telephone number, and (6) website notice.

Direct Notice. Plaintiffs’ proposed notice plan includes a summary notice sent by email and postcard based on Class members’ information obtained from the structured data produced by each Settling Defendant. Defendants have already begun producing these data in accordance with the terms of the settlement agreements and with the schedule that Plaintiffs proposed to the Court.¹¹⁰ After receiving the data, the claims administrator reviews it to verify mail and email addresses. Based on its experience in similar cases, the claims administrator estimates there will be sufficient data for a robust direct notice plan.¹¹¹

For those Class members with email addresses, the claims administrator will send the proposed email notice consistent with best practices to reduce SPAM or junk filters. These practices include: (1) running the list of recipient email addresses through a deliverability analysis to ensure the email addresses are valid, and (2) working with email service providers to develop

¹⁰⁷ See *Lucas*, 234 F.R.D. at 696 (quoting Moore’s Federal Practice 3d § 23.102(3)(b)).

¹⁰⁸ No. 1:19-cv-02521 (D. Md.)

¹⁰⁹ Parks Decl. ¶ 4.

¹¹⁰ See Scheduling Ord., Dkt. No. 405, Apr. 3, 2025; Pls.’ Unopposed Req. for Extension of Time for Class Notice re: Settlements, Dkt. No. 426, Oct. 2, 2025 (chart documenting each defendant’s progress in producing documents).

¹¹¹ See Parks Decl. ¶ 12.

sending strategies that achieve optimal deliverability.¹¹² The claims administrator will also incorporate additional best practices to maximize deliverability, including ensuring exclusion of words or phrases known to trigger SPAM or junk filters, not including attachments to the email, and sending the email in tranches over a period of time.¹¹³ The email notice will inform each Class member of the aggregate amount of their compensation for the class period based on information obtained from Settling Defendants' data, which will enable Class members to see whether the compensation information is complete or if they need to submit additional information.¹¹⁴

The claims administrator will send a double postcard notice to Class members with only known mailing addresses and whose email addresses were not provided or could not be validated.¹¹⁵ Given the postcard notice will inform Class members of the aggregate amount of their compensation for the Class period based on the Settling Defendants' data, the postcard notice will be formatted as a sealed double postcard to protect the privacy of Class members' information. Mailing addresses will be updated through the U.S. Postal Service's national change of address database. The claims administrator may also use available demographic information and known standard tools to locate Class members' contact information, if necessary.¹¹⁶ If a postcard notice is returned as undeliverable with a forwarding address provided, the claims administrator will promptly remail the postcard notice to the forwarding address. If the postcard notice is returned as undeliverable with no forwarding address provided, the claims administrator will search for an

¹¹² *Id.* ¶ 14.

¹¹³ *Id.*

¹¹⁴ *See* Parks Decl., Ex. C.

¹¹⁵ Parks Decl. ¶ 15; *see also* Parks Decl., Ex. B.

¹¹⁶ Parks Decl. ¶ 16.

updated address using an information provider it subscribes to and promptly return the postcard if an updated address is available.¹¹⁷

In response to the direct notice, Class members for whom all relevant information is known (*i.e.*, compensation information, contact information, and a verified Taxpayer Identification Number (“TIN”)) will not need to do anything to receive a check during the distribution phase of the case, unless they choose to exclude themselves from some or all of the settlements.¹¹⁸

Indirect Notice. Plaintiffs further propose a robust campaign of indirect notice, including supplemental paid media, earned media, union outreach, a website, and a toll-free telephone number. For Class members whose information is not included in Settling Defendants’ data and are reached through indirect notice, they will be directed to the settlement website where contact, employment, and earnings information will be requested from them. An example of the proposed participation form that will assist such Class members in submitting their claims accompanies this motion.¹¹⁹

1. Supplemental Paid Media

The paid media plan will include both digital and social media to reach Class members who did not receive the email or postcard notices. The ads—which will appear on desktops, tablets, and mobile devices for 30 days on Google Display Network, YouTube, Facebook, Instagram, and other platforms—are estimated to achieve approximately 30 million gross impressions.¹²⁰ The ads will be delivered nationally and geotargeted within states with increased concentrations of beef and pork workers, including Iowa, Kansas, Mississippi, Nebraska, North Carolina, and South

¹¹⁷ *Id.* ¶ 17.

¹¹⁸ *Id.* ¶¶ 9–17, 35.

¹¹⁹ *See* Parks Decl., Ex. F.

¹²⁰ Parks Decl. ¶ 19.

Dakota.¹²¹ The media campaign and settlement website will use a standardized logo to help Class members identify the correct official settlement website. Each piece of the campaign – the simple text, standard logo, and eye-catching colors on the online banner ads and social media newsfeed ads – is designed to alert Class members about the case. The ads will include links to the case-specific website so that Class members can easily find answers to frequently asked questions, download case information, update their information, and/or complete the participation form. Sample banner and social media ads accompany this motion.¹²²

Sponsored search listings will also appear on Google and other search partners. A person will be able to use specific target phrases or keywords to search for information, and the link to the case-specific website may appear on the search result pages.¹²³ This supplemental paid media is flexible and will be adjusted as needed to provide sufficient notice coverage.

2. Earned Media

The proposed notice plan includes a press release calculated to reach traditional media outlets (television, radio, newspapers, magazines), news websites, and journalists nationwide. The news release will be distributed via PR Newswire’s US1 and Hispanic National Newslines to help the case gain Class members’ attention. News about the settlements will also be broadcast to the news media via X (formerly known as Twitter).¹²⁴

¹²¹ *Id.*

¹²² *Id.* ¶ 20; Ex. D.

¹²³ *Id.* ¶ 21.

¹²⁴ *See id.* ¶¶ 23–24.

3. Union Outreach

Plaintiffs intend to create flyers with QR codes directing Class members to the settlement website and to ask the United Food and Commercial Workers International Union to assist in disseminating news about the settlement funds to reach additional Class members.¹²⁵

4. Settlement Website

Plaintiffs have purchased and built a case-specific website for this matter, www.BeefPorkWages.com, which will allow former or current beef and pork processing workers to determine if they are a member of the Settlement Classes; check and update their contact, employment, and earnings information; and review key documents in the case. Working with the claims administrator, Plaintiffs developed a specific logo to be placed at the top of the website to help ensure continuity between the various notices and the official, court-sponsored website (versus the websites of claims aggregators):



Class Counsel and the claims administrator have drafted a detailed set of frequently asked questions to assist Class members in understanding their claims and the distribution process.¹²⁶ The website will be continually updated by Class Counsel regarding timelines in the case,

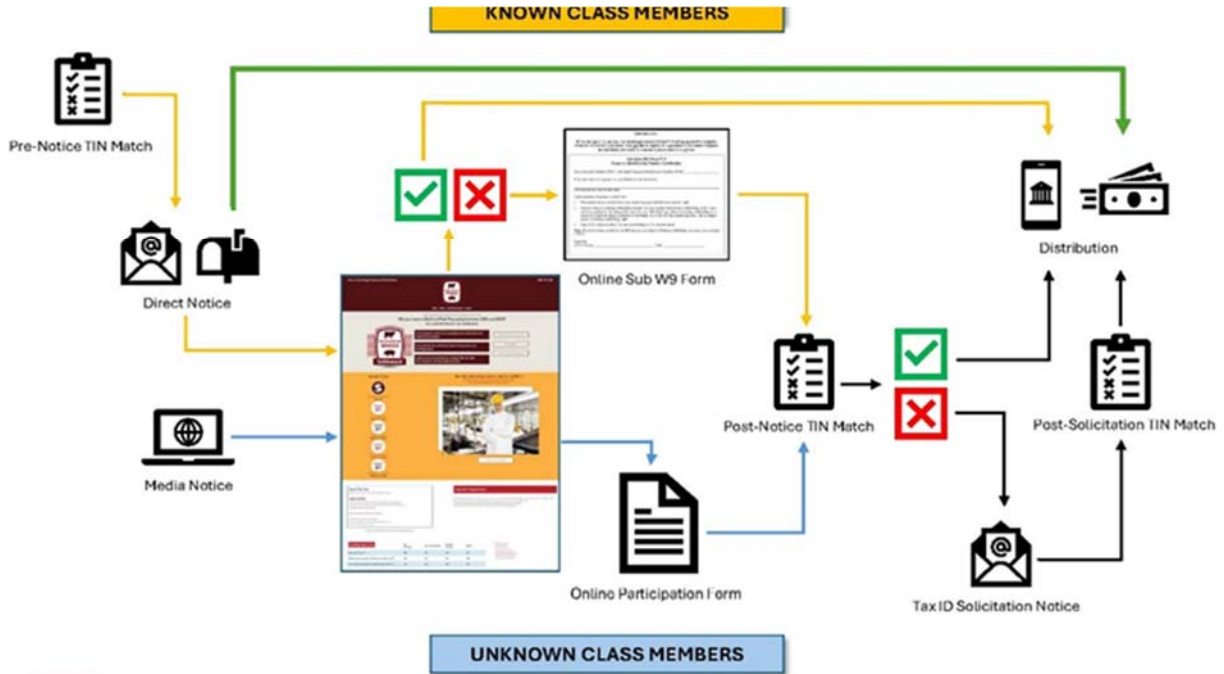
¹²⁵ *Id.* ¶ 25.

¹²⁶ *See* Parks Decl., Ex. G.

countdowns to submit claims, important documents and decisions in the case, and answers to frequently asked questions. The website can easily be translated into more than 130 languages, including Spanish, Vietnamese, and French, for the Class members' ease through an online translating tool.¹²⁷ The participation form will also be accessible on the website and can be translated using the same online translating tool.

As this case involves the return of wages, Class Counsel sought the advice of an accounting firm regarding the necessity of W-9s or TINs from Class members. Consistent with that advice, the website includes multiple precautions. First, prior to sending notice, the claims administrator will perform a TIN match. For those with matches, direct notice will be sent, and distribution will be automatic. For the second group, TIN verification will be needed, and Class members will be directed to the website where a W-9 or substitute W-9 will be solicited. If a TIN match thereafter results, then the Class member will be moved automatically to the distribution phase. For those without TIN matches, one more attempt will be made to solicit a TIN, and then a distribution will be made. To avoid penalties to the settlement funds due to a lack of TIN-verification, the following process will be followed, but under all pathways, Class members will ultimately receive distribution (that is, funds will not be denied because of a lack of TIN matching):

¹²⁷ See Parks Decl. ¶ 28.



5. Toll-Free Telephone Number

The claims administrator will also maintain a toll-free telephone number with an automated, interactive voice response system, which will present callers with a series of choices to hear prerecorded information regarding the settlements in both English and Spanish. Callers will also have the option to speak with a live operator during business hours or to leave a message during non-business hours which will be returned.¹²⁸

The direct and indirect forms of notice proposed by Plaintiffs will inform Class members of their rights and options in response to the settlements. The notices, and the website they link to, inform Class members that they have the option to remain in the Settlement Classes by doing nothing, remain in the Settlement Classes and choose to object to one or more of the settlements, or opt out and exclude themselves from any or all of the settlements.¹²⁹ As such, Plaintiffs'

¹²⁸ See Parks Decl. ¶ 26.

¹²⁹ See Parks Decl., Exs. B, C, and G.

proposed plan of notice satisfies the requirements of Rule 23 and is constitutional, will provide ample notice to potential members of the Settlement Classes, and is the best notice practicable under the circumstances. Plaintiffs respectfully request that this Court approve the proposed notice plan.

B. The proposed form of notice clearly and fairly informs Class members of the nature of this action and their rights.

The class notice needs to “clearly and concisely state in plain, easily understood language”:
(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney; (v) that the Court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on class members.¹³⁰

As the results of a certified Rule 23(b)(3) class action bind class members unless they affirmatively opt out, this notice plan protects the constitutional due process rights of absent Class members.¹³¹ In order to satisfy Rule 23 and due process, the class notice should be “reasonably calculated, under all the circumstances, to apprise [absent class members] of the pendency of the action and afford them an opportunity to present their objections.”¹³² The notice must also “fairly apprise” prospective class members of both the settlement terms and their options.¹³³ But the

¹³⁰ Fed. R. Civ. P. 23(c)(2)(B).

¹³¹ *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985); *Eisen*, 417 U.S. at 173–74.

¹³² *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)).

¹³³ *Tennille*, 785 F.3d 422, 437 (10th Cir. 2015) (quoting *Gooch v. Life Invs. Ins. Co. of Am.*, 672 F.3d 402, 423 (6th Cir. 2012)).

notices generally need not estimate the amount of class members' recovery as it is "difficult, if not impossible, for parties to reliably predict the number of valid claims when drafting notices."¹³⁴

Plaintiffs worked in collaboration with the claims administrator to propose notice that is highly informative and easily accessible. Using clear, simple language, the proposed notices describe the definition of the Settlement Classes, the allegations and claims, the procedures to object and opt out to some or all of the settlements, and the right of any Class member who does not opt out to appear at the fairness hearing. If Class members seek additional information, the proposed website notice provides the claims administrator's and Class Counsel's contact information.¹³⁵

The proposed notice plan maximizes accessibility while also critically preserving privacy. The email notice will be readable on mobile devices and link to a secure website where Class members can access additional information or correct their contact information. The postcard notice will be folded over to protect the personal information of Class members and will also contain a link to the settlement website. Both the email and postcard notices will include (to the extent information is available from Settling Defendants' data) the total wages each Class member is known to have earned while working for the Settling Defendants during the class period. Thus, Class members will be provided the basis of their *pro rata* recovery and can confirm if the information informing their award is correct.¹³⁶ The notices and frequently asked questions both

¹³⁴ See *McAdams v. Robinson*, 26 F.4th 149, 158 (4th Cir. 2022).

¹³⁵ See Parks Decl. ¶ 27.

¹³⁶ Actual payments to Class members are determined in part by the number of Class members submitting claims, and it is unknown at this time how many Class members will submit claims and receive distributions. As such, and as discussed above, the notices indicate the criteria that will be used for the *pro rata* plan of allocation and make clear that the actual amount of money each claimant will receive will be determined at a later date. See Parks Decl., Exs. B, C, and G.

direct Class members to provide additional compensation information on the settlement website, if they believe the information contained on the notices is incorrect or incomplete.¹³⁷

Because a significant portion of beef or pork processing workers speak English as a second language or have a high school diploma, its equivalent, or less, the proposed notices were carefully drafted in accessible language. The email and postcard notices were drafted with language at a sixth to seventh grade reading level.¹³⁸ The frequently asked questions accessible on the settlement website were drafted at a fourth grade reading level and will be available to download in English and Spanish.¹³⁹ The content of the website will also be available in HTML and translatable to more than 130 languages, including Spanish, French, and Vietnamese.¹⁴⁰

The proposed notices detailed above plainly satisfy the requirements of due process and the specific requirements of Rule 23(c)(2)(B).¹⁴¹ Plaintiffs respectfully request that the Court approve the contents of the proposed notices.

¹³⁷ See Parks Decl. ¶¶ 13, 15, 27, 29.

¹³⁸ *Id.* ¶ 34.

¹³⁹ *Id.*

¹⁴⁰ *Id.* ¶ 28.

¹⁴¹ See, e.g., *In re Crocs, Inc. Sec. Litig.*, No. 07-cv-02351-PAB-KLM, 2013 WL 4547404, at *13 (D. Colo. Aug. 28, 2013) (finding a notice that provided class members, among other things, with information on “the outcome of the case without a settlement, the agreement on the amount of damages, reasons for the settlement, the amount of attorneys’ fees or costs sought, and a summary of the plan of allocation” satisfied Rule 23 and was “reasonably calculated to apprise the absent class members of the action”); *Wornicki v. Brokerpriceopinion.com, Inc.*, No. 13-cv-03258-PAB-KMT, 2017 WL 3283139, at *4–5 (D. Colo. Aug. 2, 2017) (finding a notice satisfied Rule 23 where it provided potential class members with information regarding the “reasons for the settlement, the amount of attorneys’ fees and costs sought, and a summary of the class members’ legal rights, including the right to object or exclude themselves from the settlement.”).

C. The proposed allocation plan is fair and reasonable.

Allocation plans need to pass muster under Federal Rule of Civil Procedure 23. Courts assess the fairness, reasonableness, and adequacy of proposed allocation plans to determine whether class members are treated “equitably relative to each other.”¹⁴² *Pro rata* allocation plans are consistently approved by courts as fair, adequate, and reasonable.¹⁴³

Plaintiffs propose that the plan of allocation here will be a *pro rata* share of compensation earned by each settlement Class member during the relevant class periods. The notices make clear that for Class members who worked at any of the Defendants’ beef or pork processing plants in the United States between January 1, 2000 and February 27, 2024, they are part of the Classes and are thus eligible for payments from settlements with nine Defendants totaling \$191.55 million. Class members who worked at any of the Defendants’ beef or pork processing plants in the United States between January 1, 2014 and February 27, 2024, are also part of a Subclass, and are thus eligible for payments from settlements with two additional Defendants totaling \$11.25 million.

Plaintiffs propose having multiple methods of payment accessible to Class members. For Class members with valid email addresses, the option is available to either receive a physical check or electronically receive digital payments through Venmo, PayPal, virtual debit cards, or gift cards from various retailers, including Target, Walmart, and Amazon, which are places where Class

¹⁴² *O’Dowd*, 2019 WL 4279123, at *14 (D. Colo. Sept. 9, 2019).

¹⁴³ *See, e.g., In re Crocs*, 306 F.R.D. at 692–93; *Voulgaris v. Array Biopharma Inc.*, No. 17-cv-02789-KLM, 2021 WL 6331178, at *7 (D. Colo. Dec. 3, 2021), *aff’d*, 60 F.4th 1259 (10th Cir. 2023); *KPH Healthcare Services, Inc. v. Mylan, N.V.*, No. 20-2064-DDC-TJJ, 2024 WL 3360499, at *7 (D. Kan. July 9, 2024).

members will be able to use their returned wages.¹⁴⁴ Class members without valid email addresses will be mailed a check.¹⁴⁵

Following the initial distribution, it is very likely that additional settlement funds will remain in the escrow accounts. Plaintiffs propose that either the funds remaining from the first-round distribution will be joined with any subsequent settlements for the Class, or that a second round of distribution take place limited to only those Class members who cashed their checks or claimed their digital funds in the first round.¹⁴⁶ Plaintiffs also propose that any second-round distribution remove *de minimis* payments where the costs of administration would outweigh the benefit to that Class member. Plaintiffs propose that there would be a floor of \$5 per Class member in the second round of distribution, and any amounts of awards less than \$5 would be forfeited and returned to the settlement funds. If money remains after the second round of distribution and it is no longer cost effective to continue with a third round of distribution, and no additional settlements are reached with which the funds may be joined, Plaintiffs propose that the money would be sent to the State Attorney General of Colorado for use in prosecuting antitrust actions.

D. The proposed schedule for notice and final approval.

Plaintiffs propose that notice proceed as previously ordered by this Court.¹⁴⁷

Event	Deadline
Publication notice plan, postcard, and email notice to commence	March 12, 2026
Initial notice complete (email and postcard)	April 10, 2026

¹⁴⁴ See Parks Decl. ¶ 35.

¹⁴⁵ *Id.*

¹⁴⁶ Limiting the second round of distribution to only Class members who have already demonstrated that they are sufficiently engaged to collect their funds and that their contact information is correct will help lessen administrative costs.

¹⁴⁷ Order, Dkt. No. 433, Nov. 7, 2025, *adopting notice schedule from* Dkt. No. 430, Nov. 7, 2025.

Event	Deadline
Class counsel to file motion for award of attorney fees, costs, and service awards	July 24, 2026
Deadline for class members to request exclusion or object to settlements	August 10, 2026
Class counsel to file motion for final approval, a declaration regarding completion of notice, and a list of timely excluded class members	September 8, 2026
Final approval hearing	October 2, 2026, or at the convenience of the Court
Deadline for claims / submission of claims / update of tax or TIN information to be provided by class members	February 4, 2027
Distribution of funds begins	March 8, 2027
Report to Court regarding first round distribution	March 22, 2027

VI. CONCLUSION

Plaintiffs respectfully request that the Court enter an order: (1) preliminarily approving the Settlement Agreements with Greater Omaha and Agri Stats; (2) certifying the Greater Omaha and Agri Stats Settlement Classes; (3) appointing Interim Co-Lead Counsel Hagens Berman Sobol Shapiro LLP, Cohen Milstein Sellers & Toll, PLLC, and Handley Farah & Anderson PLLC as Settlement Class Counsel; (4) appointing Ron Brown and Minka Garmon as Representatives of the Settlement Classes; (5) approving the revised, proposed notice documents and directing Interim Co-Lead Counsel to distribute these notice documents to Class members according to the proposed notice schedule; and (6) ordering a stay of all proceedings against the Greater Omaha and Agri Stats Defendants.

Dated: January 8, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on January 8, 2026, a true and correct copy of the foregoing was electronically filed via the Court's CM/ECF system, which will cause notice to be sent to all counsel of record.

DATED: January 8, 2026

s/ Shana E. Scarlett
SHANA E. SCARLETT