

UNITED STATES DISTRICT COURT
THE DISTRICT OF MARYLAND

JUDY JIEN, *et al.*,

Plaintiffs,

v.

PERDUE FARMS, INC., *et al.*,

Defendants.

Civil Action No. SAG-19-2521

**ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH
ALL SETTLED DEFENDANTS, CERTIFICATION OF SETTLEMENT CLASSES, AND
APPOINTMENT OF SETTLEMENT CLASS COUNSEL**

Before the Court is Plaintiffs’ Motion for Final Approval of Settlements with All Settled Defendants, Certification of Settlement Classes, and Appointment of Settlement Class Counsel.

The Court previously preliminarily approved settlement agreements (“Settlement Agreements”) reached between Plaintiffs and Defendants Allen Harim Foods, LLC; Amick Farms, LLC; Butterball, LLC; Cargill Meat Solutions Corp.; Case Foods, Inc.; Case Farms, LLC; Fieldale Farms Corp.; Foster Poultry Farms; George’s, Inc.; George’s Foods, LLC; Jennie-O Turkey Store, Inc.; Koch Foods, Inc.; Mountaire Farms Inc.; O.K. Foods, Inc.; Peco Foods, Inc.; Perdue Farms, Inc.; Perdue Foods, LLC; Pilgrim’s Pride Corp.; Sanderson Farms, Inc.; Simmons Prepared Foods, Inc.; Tyson Foods, Inc.; Keystone Foods, LLC; Wayne Farms LLC; and Webber, Meng, Sahl & Company, Inc. (“Settling Defendants”).¹

Having considered the entirety of the record in this case, and having held a final fairness hearing regarding the Settlement Agreements, Plaintiffs’ Motion for Final Approval of Settlements

¹ ECF Nos. 490, 529, 565, 620, 749, 817, 907, and 984.

with All Settled Defendants, Certification of Settlement Classes, and Appointment of Settlement Class Counsel is GRANTED.

The Court hereby finds the following:

1. The Court has jurisdiction over the subject matter of this Action.
2. Terms capitalized in this Final Approval Order and Judgment and not otherwise defined differently herein have the same meanings as they have in the Settlement Agreements.

A. NOTICE TO SETTLEMENT CLASSES

3. The record shows, and this Court finds, that the Notice Plan has been implemented in the manner approved by the Court.² The Claims Administrator has duly and timely completed the Notice Plan by timely mailing and emailing the Court-approved Notices to the Members of the Settlement Classes, attempting to locate and re-mail Notices to persons whose initial mailing was returned undeliverable, and by engaging in an indirect notice campaign involving a settlement website, paid media, earned media, union outreach, and a toll-free telephone number. The Court finds that the reach rate of the notice program as reflected in the Declaration of Brian Devereoy of A.B. Data was within the range of acceptability.

4. The Court finds that the Notice Plan as implemented constitutes: (i) the best notice practicable to the Settlement Classes under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to put the Settlement Classes on notice of this litigation and the terms of the Settlement Agreements, their right to exclude themselves from the Settlement Agreements, or to object to any part of the Settlement Agreements, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or

² ECF Nos. 914, 982.

unfavorable, on all Persons who do not exclude themselves from the Settlement Classes; (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

5. There have been no objections to the Settlement Agreements by any Members of the Settlement Classes, and 3,347 Exclusion Requests have been submitted by Members of the Settlement Classes.

6. Due and adequate notice of the proceedings having been given to the Settlement Classes, and a full opportunity having been offered to Members of the Settlement Classes to participate in the Final Approval Hearing, it is hereby determined that all Members of the Settlement Classes are bound by this Final Approval Order and the Final Judgment.

7. The requirements of 28 U.S.C. § 1715 have been met because all Settling Defendants sent a Notice of Proposed Class Action Settlement to all required federal agencies under the Class Action Fairness Act and none of the recipients of that Notice have filed objections to any of the Settlement Agreements.

B. FINAL APPROVAL OF THE SETTLEMENT AGREEMENTS

8. The Settlement Agreements are fair, reasonable, and adequate settlements for the Settlement Classes within the meaning of Federal Rules of Civil Procedure 23 and in accordance with the factors identified by the Fourth Circuit.³

9. The Settlement Agreements are fair, reasonable, and adequate because (i) they were reached only after significant investigation and motion practice; (ii) the settlement negotiations

³ See *In re: Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020).

were extensive, contentious, arm's-length, and, in many cases, facilitated by an experienced mediator; (iii) the proponents of the Settlement Agreements are represented by experienced counsel; (iv) substantial discovery has already been conducted in this case to ascertain its strengths and weaknesses; (v) the relief provided by the Settlement Agreements is adequate and serves the interests of the Settlement Classes; (vi) there have been no objections to the Settlement Agreements from any Members of the Settlement Classes; and (vii) there were substantial risks and delays associated with continued litigation against the Settling Defendants.

C. FINAL CERTIFICATION OF THE SETTLEMENT CLASSES

10. In its preliminary approval orders, this Court preliminarily certified a settlement class for the Settlement Agreements with Defendants Pilgrim's and George's that was defined as:

All persons employed by Defendant Processors, their subsidiaries, and/or related entities at poultry processing plants in the continental United States from January 1, 2009 until July 20, 2021.⁴

For each of the other Settlement Agreements reached with Settling Defendants, the Court preliminarily certified a Settlement Class defined as:

All persons employed by Defendant Processors, their subsidiaries, and/or related entities at poultry processing plants, poultry hatcheries, poultry feed mills, and/or poultry complexes in the continental United States from January 1, 2000 until July 20, 2021.⁵

The following are excluded from both Settlement Classes: "complex managers, plant managers, human resources managers, human resources staff, office clerical staff, guards, watchmen, and

⁴ ECF No. 490; ECF No. 529.

⁵ ECF Nos. 565, 620, 749, 817, 907, 984.

salespersons of the Defendants, alleged co-conspirators, and any of their subsidiaries, predecessors, officers, or directors; and federal, state or local governmental entities.”⁶

11. For the same reasons as set forth in the Court’s preliminary approval orders, the Settlement Classes are hereby finally certified as settlement classes pursuant to Fed. R. Civ. P. 23(a) and (b)(3).⁷ For the purposes of the Settlement Agreements, the Court finds that each of the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and the Fourth Circuit have been satisfied with respect to the Settlement Classes.

12. This Court finds that the following certification requirements continue to be met: (i) the number of Members of each of the Settlement Classes is so numerous that joinder is impracticable; (ii) there are questions of law and fact common to the Settlement Classes; (iii) named Plaintiffs’ claims are typical of the claims of the Settlement Classes; (iv) named Plaintiffs and Interim Co-Lead Counsel have fairly and adequately represented the interests of the Settlement Classes; (v) questions of law and fact common to the Settlement Classes predominate over any questions affecting only individual Members of the Settlement Classes; and (vi) a class action is superior to all other available methods for fairly and efficiently adjudicating the controversy.

13. This Court previously appointed Judy Jien, Kieo Jibidi, Elaisa Clement, Glenda Robinson, Emily Yealock (formerly Emily Earnest), and Kevin West as Class Representatives of the Settlement Classes, and the law firms of Hagens Berman Sobol Shapiro LLP, Cohen Milstein

⁶ ECF No. 481-3 at 18; ECF No. 521-4 at 18; ECF No. 547-3 at 12; ECF No. 547-4 at 18; ECF No. 616-4 at 18; ECF No. 745-3 at 19; ECF No. 745-4 at 19; ECF No. 745-5 at 19; ECF No. 814-3 at 19; ECF No. 902-3 at 20; ECF No. 902-4 at 20; ECF No. 974-3 at 19; ECF No. 974-4 at 19; ECF No. 974-5 at 19; ECF No. 974-6 at 20; ECF No. 974-7 at 22; ECF No. 974-8 at 17; ECF No. 974-9 at 23; ECF No. 974-10 at 19; ECF No. 974-11 at 22.

⁷ ECF Nos. 490, 529, 565, 620, 749, 817, 907, 984.

Sellers & Toll PLLC, and Handley Farah & Anderson PLLC as Settlement Class Counsel.⁸ This Court does so again here.

D. PLAN OF ALLOCATION

14. The Court previously approved Plaintiffs' proposed Plan of Allocation.⁹

15. The Court finds that Plan of Allocation to be fair, reasonable, and adequate, and to treat Members of the Settlement Classes equitably relative to each other.

16. Plaintiffs propose that the initial distribution will be a *pro rata* share of compensation earned by each member of the Settlement Classes during the relevant class periods. After an initial distribution has taken place, additional funds will likely remain in the escrow accounts. The funds remaining from the first-round distribution will either be joined with any subsequent monetary settlement for the Settlement Classes, or a second round of distribution will take place limited to only those Members of the Settlement Classes who cashed their checks or claimed their digital funds during the first round. Any second round distribution shall remove *de minimus* payments where the costs of administration would outweigh the benefit to that Class Member. Specifically, there would be a floor of \$5 per Settlement Class Member for the second (or any subsequent) round of distribution.

17. If settlement funds remain after a second or subsequent round of distribution and it is no longer cost effective to continue with an additional round of distribution, and no additional settlements are reached with which the remaining settlement funds may be joined, the remaining settlement funds will escheat to the State Attorney General of Maryland.

⁸ ECF Nos. 490 at 2, 529 at 2, 565 at 2, 620 at 2, 749 at 2, 817 at 2, 907 at 2, and 984 at 3.

⁹ ECF No. 982.

18. All payments of settlement funds allocated to Members of the Settlement Classes will be made directly to Members of the Settlement Classes.

19. This Court finds that this Plan of Allocation fairly compensates Members of the Settlement Classes based on their relative earnings and the total value of the settlement fund. The Plan of Allocation further is designed to reduce administrative costs and, when combined with the multiple phases of TIN solicitations to reduce penalties, fairly, reasonably, and adequately maximizes the funds available to Members of the Settlement Classes.

E. OTHER PROVISIONS

20. A.B. Data, Ltd. was previously appointed by the Court as the Claims Administrator.¹⁰

21. The Claims Administrator shall continue to perform and comply with all administration duties ascribed to it in the Settlement Agreements and this Final Approval Order.

22. Settlement Class Counsel and Counsel for Settling Defendants are hereby authorized to use all reasonable procedures in connection with administration of the Settlement Agreements that are not materially inconsistent with this Final Approval Order or the Settlement Agreements.

ACCORDINGLY, IT IS HEREBY ORDERED, THAT:

1. Plaintiffs' Motion for Final Approval of Settlements with All Settled Defendants, Certification of Settlement Classes, and Appointment of Settlement Class Counsel is GRANTED;

2. All claims asserted in this action against all Settling Defendants are hereby DISMISSED WITH PREJUDICE and without further costs or fees;

¹⁰ ECF No. 853.

3. The Releasing Parties as defined in the Settlement Agreements are hereby declared to be bound by the terms of the Releases set forth in the Settlement Agreements, which are incorporated herein and are hereby deemed to have released and forever discharged the Settling Defendants and all Released Parties from all of the Released Claims as defined in the Settlement Agreements;

4. This Release is effective as of the Effective Date as set forth in the Settlement Agreements as to all Members of the Settlement Classes who were not timely and properly excluded from the Settlement Classes;

5. Plaintiffs and Settling Defendants are hereby directed to implement and consummate the settlements according to the terms and provisions of the Settlement Agreements;

6. The Plan of Allocation is hereby finally approved, distributions to Settlement Class Members shall be made in accordance with it, and Class Counsel shall file status reports with the Court on or before January 29, 2026, July 29, 2026, and December 29, 2026;

7. Class Counsel shall file with the clerk of the Court a record of potential Members of the Settlement Classes that properly and timely excluded themselves from any of the Settlement Classes, and to provide a copy of the record to Settling Defendants' Counsel;

8. The Plaintiffs and the Members of the Settlement Classes are hereby bound by the terms of the Release set forth in the Settlement Agreements and are hereby enjoined and barred from asserting any Released Claims against any of the Settling Defendants' Released Parties as defined in the Settlement Agreements;

9. The Court finds there is no just reason for delay and that this Order shall be deemed a FINAL JUDGMENT as to all Settling Defendants under Rule 54(b) of the Federal Rules of Civil Procedure, and Final Judgment as to the Action is entered in favor of Settling Defendants, and

Final Judgment is granted in favor of the Settling Defendants' Released Parties on any Released Claim of any and all Members of the Settlement Classes who were not timely and properly excluded from the Settlement Classes; and,

10. Should the parties to the Settlement Agreements or the Members of the Settlement Classes bound thereby fail to honor the terms of this Order, the non-breaching party may petition the Court for enforcement of this Final Judgment Order. The Court retains jurisdiction to enforce the Settlement Agreements, including their administration and consummation.

IT IS SO ORDERED.

DATED: June 5, 2025

/s/
HON. STEPHANIE A. GALLAGHER
UNITED STATES DISTRICT JUDGE