UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

IN RE CATTLE AND BEEF ANTITRUST LITIGATION This Document Relates to: *Consumer Indirect Purchaser Plaintiff Action*	No. 0:22-md-03031-JRT-JFD Honorable John R. Tunheim Honorable John F. Docherty

[PROPOSED] ORDER GRANTING CONSUMER INDIRECT PURCHASER PLAINTIFFS' MOTION FOR FINAL APPROVAL OF THE SETTLEMENT AGREEMENTS WITH CARGILL AND TYSON DEFENDANTS AND GRANTING MOTION FOR INTERIM ATTORNEYS' FEES, LITIGATION COSTS, AND SERVICE AWARDS

The above matter came before the Court on the Consumer Indirect Purchaser Plaintiffs' ("Consumer IPPs") motion for final approval of the class action settlements between Consumer IPPs and Cargill, Inc., and its wholly owned subsidiary Cargill Meat Solutions Corporation (together "Cargill") and Tyson Foods Inc., and Tyson Fresh Meats, Inc. (together "Tyson"). ECF No. 1578.

Also before the Court is Consumer IPPs' motion for an award of interim attorneys' fees, reimbursement of litigation costs, and class representative service awards. ECF No. 1541-1546.

The Court has reviewed the memoranda submitted by the Consumer IPPs in support of their Motions and has reviewed the various declarations and submissions relating to those Motions. The Court held a hearing on May 26, 2026, and appearances were noted on the record.

Based on the record and proceedings before the Court, it is hereby **ORDERED:**

Certification of the Settlement Classes and Approval of the Settlement Agreements as Fair, Reasonable, and Adequate

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreements.

2. In its Order preliminarily approving the Settlements at issue, this Court provisionally certified the Cargill and Tyson Settlement Classes, each defined as:

> All persons and entities who indirectly purchased for personal consumption one or more of the following beef products in the Repealer Jurisdictions[1] between August 1, 2014 to December 31, 2019: beef from Defendants (whether fresh or frozen) made from chuck, loin, rib or round primal cuts. For this lawsuit, beef excludes any product that is marketed as USDA Prime, organic, No Antibiotics Ever ("NAE"), antibiotic free, 100% grass-fed, kosher, halal, certified humane, Wagyu, "American-Style Kobe Beef," as well as any products that are ground, marinated, seasoned, flavored, breaded, or cooked.
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> Excluded from the class are Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; any affiliate, legal representative, heir or assign of any Defendant; any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action. Further excluded are purchases of products that contain ingredients other than beef (except for salt or water).

Order, December 10, 2025, at ¶ 3 (ECF No. 1493). This class definition is in all material respects the same settlement class proposed in the Consumer Indirect Purchaser Plaintiffs'

[1] The Repealer Jurisdictions are: Arizona, California, District of Columbia, Florida, Illinois, Iowa, Kansas, Massachusetts, Maine, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, West Virginia, and Wisconsin.

Sixth Amended Class Action Complaint, ECF Nos. 758 (redacted), and 757 (sealed), and the same class set forth in the Settlement Agreements. *See* Cargill Settlement Agreement, ¶ 5; Tyson Settlement Agreement, ¶ 5.

3. The Court appoints the law firms of Hagens Berman Sobol Shapiro LLP and Lockridge Grindal Nauen PLLP as Co-Lead counsel for the Settlement Classes.

4. Upon review of the record, the Court finds that the Settlement Agreements are fair, reasonable, and adequate settlements for the Settlement Classes within the meaning of Federal Rules of Civil Procedure 23.

a. The proposed Settlement Agreements have been negotiated at arm's length and are entitled to a presumption of fairness.

b. The settlements provide substantial relief for the Settlement Classes in the form of a total of $87.5 million in monetary compensation and certain injunctive relief as well as cooperation from Cargill and Tyson in the ongoing litigation. Weighed against the uncertainty of relief at this stage of the litigation, this factor supports Final Approval.

c. Defendants' financial condition is a neutral factor in this analysis.

d. The complexity and expense of further litigation support final approval. The legal and factual issues involved are numerous and uncertain in outcome. Because the Settlement Agreements yield a certain, substantial, and prompt recovery, without further delay and expense, it substantially benefits the Consumer IPP class, and approval is appropriate.

e. The Settlement Classes members' positive reactions support Final Approval. Of the millions of potential class members reached by the Consumer IPPs' direct and indirect notice efforts, thirteen have opted out of the Settlement Classes, and only two have objected to both the Settlements.

5. The Court finds that the proposed Settlement Classes meet all prerequisites of Rule 23(a) based on a preliminary inquiry behind the pleadings and assuming that if the plaintiffs' general allegations are true, evidence could suffice to make out a prima facie case for the class.

a. The numerosity requirement of Rule 23(a)(1) is satisfied. The proposed class spans four years, and the product (beef) is nearly ubiquitous in American households.

b. The commonality requirement is satisfied. Consumer IPPs are relying on several common contentions, including: (1) defendants conspired to stabilize the price and supply of beef in the United States; and (2) defendants' conduct caused overcharges for beef consumers.

c. The typicality requirement is satisfied. Claims by members of the Consumer IPPs class are based on the same antitrust conspiracy. Consumer IPP class members are relying on common contentions, including: (1) Each class member has suffered the same harm through the purchase of beef in grocery stores that was subject to an overcharge; (2) No individual class member could have known of the conspiracy–the

Agri Stats reports themselves are highly secretive, provided only to industry participants and never released to the public; and (3) Each individual class representative has the same interests in pursuing these claims on behalf of the absent class.

d. The adequacy requirement is satisfied. The named plaintiffs have no material conflict with other class members. Consumer IPP class members' claims rely on common contentions, including: (1) Each class member purchased beef from grocery stores, unaware of the existence of the defendants' alleged agreement to fix, raise, maintain, and stabilize beef prices, and suppress beef output. No one individual class member could avoid the claimed overcharges; and (2) Each named plaintiff is aligned with the class in intending to establish the defendants' liability and maximize class-wide damages. Interim co-lead class counsel are also adequate. As the Court has already recognized in appointing Hagens Berman Sobol Shapiro LLP and Lockridge Grindal Nauen PLLP to this position, each of these firms and their attorneys are qualified and experienced in representing antitrust plaintiffs. Interim co-lead counsel have represented victims of antitrust conspiracies across the country, and will continue to vigorously represent Consumer IPPs here. The named plaintiffs have fulfilled their duties as class representatives by actively participating in the litigation. Each representative has approved the terms of the settlements and remains apprised of the status of the case.

6. The Court finds that the proposed Settlement Classes satisfy Rule 23(b)(3). Questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other methods for fairly and efficiently adjudicating the controversy. The Court has made a preliminary inquiry behind the pleadings and finds that, given the factual setting of the case, if the plaintiffs' general allegations are true, common evidence could suffice to make out a prima facie case for the classes. Specifically, the Court has reviewed Consumer IPPs' Sixth Amended Complaint and finds those allegations, if proven true, would constitute ample common evidence of: (a) Defendants' conduct—common to all beef consumers—illegally agreeing to stabilize price and supply; (b) inflated wholesale prices—again, common to all beef consumers—that broke significantly from the Defendants' pre-class-period margins; and (c) analyses of the consumer price index showing that overcharges were passed through from producers to all consumer indirect purchaser plaintiffs. The Court finds that the focus of this litigation will be on the conduct of Defendants and the stabilization of the pricing and supply of beef. The Court finds further that the Consumer IPP class members have not expressed interest in individually controlling the prosecution of their claims, and that separate proceedings would produce duplicate efforts, generate unnecessary litigation costs, create an "unwarranted burden on this Court and other courts throughout the country," and risk inconsistent results for similarly situated parties.

7. Consumer IPPs have executed the best notice practicable under the circumstances of the Settlement Agreements and the Fairness Hearing. Consumer IPPs' notice constituted due and sufficient notice for all other purposes to all persons entitled to

receive notice. Consumer IPPs reached approximately 35,000,000 potential class members through their direct notice e-mail program. And Consumer IPPs reached millions of potential class members through the indirect notice efforts conducted in both English and Spanish. 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.

8. The plan of allocation is fair, reasonable, and adequate. The Settlements provide for a total cash payment of $87.5 million which has been deposited into the Settlement Fund. The Settlement Agreements provide that the Settlement Fund will fund the payment of valid claims of Settlement Class members, costs of notice, claims administration, payment for service awards to the Named Plaintiffs, and attorneys' fees and costs.

9. The proposed Settlements treat class members equitably relative to each other. Funds will be awarded based on the pro rata share per class member of qualifying class products purchased and will be distributed through an electronic method. For efficiency's sake, the plan of distribution and the distribution itself may wait until later in the litigation when more settlement monies are available for distribution.

The Court Overrules the Objections to the Settlements

10. Two members of the Cargill and Tyson Settlement Classes have objected to the Settlements. Their objections are **OVERRULED**.

a. The Settlements Provide Significant Monetary Relief for Consumer IPPs.

11. Both objectors argue the Settlements do not provide adequate relief for the Settlement Classes. They are mistaken. Cargill settled for approximately 8% of the single damages attributable to them as calculated by Consumer IPPs' expert, Dr. Russell Mangum, and Tyson settled for approximately 8.6% of the single damages attributable to them as calculated by Dr. Mangum. ECF No. 1445 at 18. Moreover, the Tyson Settlement exceeds the amount of the Commercial and Institutional Indirect Purchaser Plaintiffs' settlement with Tyson, ECF No. 1556 at 7, and it accounts for approximately two-thirds of the Direct Purchaser Plaintiffs' settlement with Tyson, despite Consumer IPPs being limited to about half the states in the country by comparison. ECF No. 1567 at 7.

b. The Eighth Circuit Has Endorsed the Requirement of Documentation for Claims.

12. The objectors separately protest about the possibility that class members will need to submit documentation to support their claims. But the requirement applies only to "potentially suspicious" claims. Even so, the Eighth Circuit has held that "requiring proofs of purchase is a valid technique for preventing fraudulent claims." *Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017).

c. The Notice Plan Was Successful.

13. One of the objectors contends that most class members are unaware of this lawsuit and these settlements. However, the notice plan resulted in the delivery of direct email notice reaching nearly 29 million of the estimated almost 35 million potential class members. The website received 315 million impressions from publication notice efforts.

The notice administrator confirmed that at least 75% of the potential class received notice of the settlements, which is well within the range of what is constitutionally required.

d. The Settlements Achieve the Goals of Private Antitrust Enforcement.

14. One objector complains that private antitrust enforcement raises the costs of goods for consumers. This argument runs contrary to the purpose of the antitrust laws and courts' interpretation of them. In fact, the Supreme Court has recognized that "Congress created the treble-damages remedy of § 4 precisely for the purpose of encouraging private challenges to antitrust violations," observing that "private suits provide a significant supplement to the limited resources available to the Department of Justice for enforcing the antitrust laws and deterring violations." The alternative to private enforcement of the antitrust laws is not lower prices for consumers, like Objector Strong insinuates—it is a world where businesses maintain their supracompetitive prices because there is no one with the power to hold them accountable.

15. The other objector complains that the Settlements "do[] nothing to address the long-term nutritional deficit and health impacts caused by making healthy, fresh meat unaffordable for the average household." The antitrust laws, however, are not designed to remedy nutritional deficits—their aim is to protect competition for the benefit of consumers. Furthermore, increasing competition in the beef market will result in lower prices or greater supply of beef products. And private enforcement of the antitrust laws is the best way for the legal system to ensure beef prices remain competitive.

16. For the reasons set forth herein, the Court **GRANTS** the Consumer IPPs' motion for final approval.

17. The Action with respect to Consumer IPPs' Claims is dismissed with prejudice as to the Cargill and Tyson Released Parties (as that term is defined in the Settlement Agreements). Pursuant to Fed. R. Civ. P. 54(b), the Court finds that there is no just reason for delay and directs that the judgment of dismissal as to Cargill and Tyson shall be final and appealable and entered forthwith.

18. The Court retains continuing and exclusive jurisdiction over the Settlement Agreements for all purposes.

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

20. Neither this Order nor the Settlement Agreements shall be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, or regulation or of any liability or wrongdoing by Settling Defendants Cargill or Tyson, or of the truth of any of Consumer IPPs' Claims or allegations, nor shall it be deemed or construed to be an admission nor evidence of Released Parties' defenses.

Attorneys' Fees

21. Consumer Indirect Purchaser Plaintiffs have moved for an award of interim attorneys' fees, reimbursement of litigation costs, and class representative service awards. ECF No. 1541–1546. The terms of Consumer IPPs' proposed interim award of attorneys' fees, including timing of payment, satisfies Rule 23(e)(2)(C)(iii). The Motion seeks an award of interim attorneys' fees in an amount not to exceed $29,567,998.60, which represents 33 1/3% of the Cargill and Tyson gross settlement funds, plus interest. The Court **GRANTS** this request because the amount is fair and reasonable under the percentage-of-

the-fund method, which is confirmed by a lodestar "cross-check." Such a lodestar range is well within what is allowed by courts in this District.

22. The Court will award fees to counsel for Consumer IPPs using the percentage-of-the-fund approach. "A routine calculation of fees involves the common-fund doctrine, which is based on a percentage of the common fund recovered." *In re Xcel Energy, Inc., Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 991 (D. Minn. 2005) (citing *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984)); *see also In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002)); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."). "In the Eighth Circuit, use of a percentage method of awarding attorney fees in a common- fund case is not only approved, but also 'well established.'" *In re Xcel*, 364 F. Supp. 2d at 991 (quoting *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1157 (8th Cir. 1999); *see also Khoday v. Symantec Corp.*, No. 11-180, 2016 WL 1637039, at *8–9 (D. Minn. April 5, 2016).

23. When using the percentage-of-the-fund approach, the court considers seven factors: "(1) the benefit conferred on the class; (2) the risk to which plaintiffs' counsel was exposed; (3) the difficulty and novelty of the legal and factual issues of the case; (4) the skill of the lawyers, both plaintiffs' and defendants'; (5) the time and labor involved; (6) the reaction of the class; and (7) the comparison between the requested attorney fee percentage and percentages awarded in similar cases." *Khoday*, 2016 WL 1637039, at *9 (quoting *Yarrington v. Solvay Pharms., Inc.*, 697 F. Supp. 2d 1057, 1062 (D. Minn. 2010)); *see also*

In re Xcel, 364 F. Supp. 2d at 993. When applied here, these factors indicate that the requested fee is fair.

a. Counsel Secured Valuable Benefits for Consumer IPPs.

24. The Settlements confer clear benefits to the classes. In addition to the $87,500,000.00 in monetary relief provided to Consumer IPPs by the Settlements, the Settling Defendants have also agreed to assist in the prosecution of the claims against the non-settling defendants and provide other non-monetary relief. The cooperation terms in the Settlements provide significant value to Consumer IPPs. *See, e.g., In re Packaged Ice Antitrust Litig.*, MDL No. 08-01952, 2010 WL 3070161, at *6 (E.D. Mich. Aug. 2, 2010); *In re Pressure Sensitive Labelstock Antitrust Litig.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008). Fee awards in antitrust actions also provide a public benefit. There is a "need in making fee awards to encourage attorneys to bring class actions to vindicate public policy (e.g., the antitrust laws) as well as the specific rights of private individuals." *In re Folding Carton Antitrust Litig.*, 84 F.R.D. 245, 260 (N.D. Ill. 1979); *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 534 (E.D. Mich. 2003) ("Society also benefits from the prosecution and settlement of private antitrust litigation."). Society benefits when those who have violated laws fostering fair competition and honest pricing are required to reimburse affected consumers in civil proceedings. *Vendo v. Lektro-Vend Corp.*, 433 U.S. 623, 635 (1977); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 122 (2d Cir. 2005) (concluding that it is "especially important to provide appropriate incentives to attorneys pursuing antitrust actions because public policy relies on private sector enforcement of the antitrust laws."). The benefits conferred on the class by these Settlements supports the

requested attorneys' fees.

b. Class Counsel Assumed Considerable Risk.

25. Counsel for the Consumer IPPs assumed considerable risk by pursuing this case on a contingent basis, advancing the costs of the litigation, and preparing for trial without a guaranteed recovery. *See Khoday*, 2016 WL 1637039, at *10; *In re Xcel*, 364 F. Supp. 2d at 994; *Yarrington*, 697 F. Supp. 2d at 1062. Defendants have strenuously defended the claims throughout the course of this case. Counsel for the Consumer IPPs risked recovering nothing in this litigation. "[W]ithin the set of colorable legal claims, a higher risk of loss does argue for a higher fee." *In re Trans Union Corp. Privacy Litig.*, 629 F.3d 741, 746 (7th Cir. 2011). The risk undertaken by Class Counsel in pursuing this litigation and reaching this recovery for the Consumer IPPs supports the requested attorneys' fees. *See Khoday*, 2016 WL 1637039, at *10; *In re Xcel*, 364 F. Supp. 2d at 994; *Yarrington*, 697 F. Supp. 2d at 1062.

c. The Case Presented Difficult and Novel Legal and Factual Issues.

26. Antitrust class actions are inherently complex. *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 639 (E.D. Pa. 2003) ("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.") (internal citations and quotation marks omitted). This litigation presents challenging legal and factual issues that support the requested fees and expenses.

d. Class Counsel Are Skilled and Experienced.

27. Consumer IPPs, Cargill, and Tyson are all represented by experienced and

skilled counsel who specialize in class action and antitrust cases, which supports awarding the requested fee. *See Khoday*, 2016 WL 1637039, at *10; *In re Xcel*, 364 F. Supp. 2d at 994; *Yarrington*, 697 F. Supp. 2d at 1063; *In re Polyurethane Foam Antitrust Litig.*, MDL No. 10-2196, 2015 WL 1639269, at *7 (N.D. Ohio Feb. 26, 2015); *In re Packaged Ice Antitrust Litig.*, MDL No. 08-01952, 2011 WL 6209188, at *19 (E.D. Mich. Dec. 13, 2011).

e. Significant Time and Labor Were Involved.

28. Counsel for Consumer IPPs have invested tens of thousands of hours litigating this case, resulting in the instant Settlements. This case has been pending for over seven years and will continue to require significant time and labor. Past and ongoing time and labor expended by Class Counsel supports awarding the requested fees.

f. The Reaction of the Classes to the Fee Motion is Largely Positive.

29. The Consumer IPPs notified the Settlement Classes of the Settlements and their motion for attorneys' fees, litigation expenses, and class representative service award through the court-approved notice plan which included direct email notice and an indirect public campaign. *See* Memo. in Support of Mot. for Final Approval of Settlements, ECF No. 1580 at 7–8. The reaction of the Cargill and Tyson Settlement Classes has been largely positive. Of the estimated tens of millions of people in the Consumer IPP Settlement Classes, only two individuals have submitted objections to the Settlements, and only Objector Strong addresses the attorneys' fees. However, he filed his objection before the fee petition was filed so his objection can be taken to be an objection to fees generally in this case and not the specific amount of fees requested here. The Court has an obligation

to the "silent majority," *In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 933 (8th Cir. 2005), and the number of class members that have objected to these Settlements or this motion for attorneys' fees is far below what the Eighth Circuit has deemed "minuscule" compared to other settlements it has approved, *Keil v. Lopez*, 862 F.3d 685, 698 (8th Cir. 2017) (citations omitted) (describing approval of classes when 14 out of a class of 3.5 million objected; almost half the class objected; 5 out of a class of 300,000). The near-unanimous positive reaction of the Settlement Classes supports awarding the requested fee.

g. The Percentage is Comparable to Awards in Similar Cases.

30. Courts in this district routinely approve attorneys' fees of at least one-third of the common fund created for the settlement class. *See Khoday*, 2016 WL 1637039, at *11; *Yarrington*, 697 F. Supp. 2d at 1064 (noting that awards between 25 and 36 percent of a common fund are common); *In re U.S. Bancorp Litig*., 291 F.3d at1038 (affirming a fee award representing 36 percent of the settlement fund as reasonable); *In re Xcel*, 364 F. Supp. 2d at 998 (collecting cases routinely approving fee awards of 33 percent); *Carlson v. C.H. Robinson Worldwide, Inc.*, Civil No. 02-3780, 2006 WL 2671105, at *8 (D. Minn. Sept. 18, 2006) (approving a fee award representing 35.5 percent of the settlement fund). The requested 33 1/3% fee is thus consistent with fees awarded in similar cases in this District.

31. An award of 33 1/3% of the Net Settlement Funds as attorneys' fees is reasonable and warranted for the reasons set forth in the Memorandum, including the following: the outstanding result obtained for the Class – payment by Settling Defendants

Cargill and Tyson of $87,500,000; the quality and quantity of work performed by Class Counsel, including extensive motion practice; substantial discovery efforts and mediation, all involving complex issues of fact and law that were zealously litigated since the first amended complaint was filed in 2019; and the risks faced through litigation, which existed from the outset and will continue beyond settlement given that Consumer IPPs still have charges pending against two other groups of defendants.

32. Although not required, courts may apply a lodestar "cross-check" on the reasonableness of the fee calculated as a percentage of the fund. *Keil v. Lopez*, 862 F.3d 685, 701 (8th Cir. 2017). A cross-check of the lodestar incurred by counsel for the Consumer IPPs indicates that the fee requested constitutes fair and reasonable compensation for the risks assumed, the work done, and the benefits achieved for the members of the Settlement Classes. The Court finds that Class Counsel's lodestar as of January 31, 2026, based on historical hourly rates, is reasonable. Class Counsel's requested fee award of 33 1/3% of the Net Settlement Fund represents a negative multiplier of approximately .83 based on their historical hourly rates through January 31, 2026. This multiplier is especially reasonable considering the complexity of this litigation, the result achieved for the Consumer IPP Class members, the risks assumed by counsel for the Consumer IPPs, and the work remaining to be done on the case and for which fees may or may not be available. *See, e.g.*, *Khoday*, 2016 WL 1637039, at *11 (multipliers typically range between two and five); *In re St. Paul Travelers Sec. Litig.*, No. 14-3801, 2006 WL 1116118, at *1 (D. Minn. Apr. 25, 2006) (using a multiplier of 3.9). Class Counsel have continued to incur attorneys' fees since January 31, 2026, which are not included in this

lodestar calculation.

33. Co-Lead Counsel for the Consumer IPPs are authorized to allocate the attorneys' fees awarded herein among counsel who performed work on behalf of the Consumer IPPs in accordance with Co-Lead Class Counsel's assessment of each firm's contribution to the prosecution of this litigation.

Litigation Costs

34. The Court **GRANTS** the requested reimbursement of $8,871,642.26 in litigation expenses, which represents the amount Co-Lead Counsel have spent funding this litigation up to January 31, 2026. "It is well established that counsel who create a common fund like the one at issue are entitled to the reimbursement of litigation costs and expenses, which include such things as expert witness costs, mediation costs, computerized research, court reports, travel expenses, and copy, telephone, and facsimile expenses." *Krueger v. Ameriprise Fin., Inc.*, Civil No. 11-2781, 2015 WL 4246879, at *3 (D. Minn. July 13, 2015).

35. The past litigation expenses incurred by counsel for the Consumer IPPs were reasonable and necessary and were of the type normally awarded in class action litigation. *See, e.g.*, Fed. R. Civ. P. 23(h); *Khoday*, 2016 WL 1637039, at *12 ("Courts generally allow plaintiffs' counsel in a class action to be reimbursed for costs and expenses out of the settlement fund, so long as those costs and expenses are reasonable and relevant to the litigation"); *In re Zurn Pex Plumbing Prod. Liab. Litig.*, MDL No. 08-1958, 2013 WL 716460, at *5 (D. Minn. Feb. 27, 2013); *Yarrington.*, 697 F. Supp. 2d at 1067 (D. Minn.

2010). The past litigation expenses incurred in the prosecution of this case shall be reimbursed from the settlement funds.

Service Awards

36. The Court **GRANTS** the requested $2,000 service awards to each of the 28 named class representatives. Courts routinely grant service awards for named plaintiffs. *See, e.g.*, *Yarrington*, 697 F. Supp. 2d at 1068 (upholding service awards and recognizing that "unlike unnamed Class Members who will enjoy the benefits of the Settlement without taking on any significant role, the Named Plaintiffs [make] significant efforts on behalf of the Settlement Class and [participate] actively in the litigation"); *Zillhaver v. UnitedHealth Group, Inc.*, 646 F. Supp. 2d 1075, 1085 (D. Minn. 2009); *see also In re Xcel*, 364 F. Supp. 2d at 1000; *White v. Nat'l Football League*, 822 F. Supp. 1389, 1406 (D. Minn. 1993) (collecting cases).

37. Each of the class representatives has remained apprised of the status of the litigation, actively participated in invasive discovery including searching for and producing documents, and responding to written discovery. All class representatives sat for depositions and were questioned for hours. The class representatives took a risk both financially and otherwise in representing the Class in this lawsuit. *See Zillhaver*, 646 F. Supp.2d at 1085 (quoting *Koenig v. U.S. Bank*, 291 F.3d 1035, 1038 (8th Cir. 2002)); *In re CenturyLink Sales Prac. & Sec. Litig.*, No. 17-2795, 2020 WL 7133805, at *13 (D. Minn. Dec. 4, 2020). Such awards also compensate representative plaintiffs who "participated and willingly took on the responsibility of prosecuting the case and publicly lending their names to this lawsuit, opening themselves up to scrutiny and attention from both the public

and media." *In re CenturyLink*, 2020 WL 7133805, at *13. The requested $2,000 award is reasonable when compared to awards issued by other courts in this District.

38. Co-Lead Class Counsel for the Consumer IPPs are authorized to pay from the Net Settlement Fund $2,000 to each of these 28 class representatives: Cindy Abernathy; Dan Campbell; Karen Carter; Andrew Cohen; Sharon Dawson-Green; Jason Falbo; Eric Gauchat; William Gee; Martin Jarmulowicz; Sharon Killmon; Brenda King; Lindsey Lemoi; Marcelo Lopez; Craig Margulies; Lisa Melegari; Charlie Morgan; Harold Nyanjom; Michelle Oversen; Kenneth Peterson; Brent Rasmussen; David Renz; John Shupe; Mark Sperry; Leigh Tiller; Robert Trepper; Stacey Troupe; Jacquelyn Watson; and Kent Winchester.

IT IS SO ORDERED.

DATED: _____

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HONORABLE JOHN R. TUNHEIM
UNITED STATES DISTRICT COURT