

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division**

IN RE PEANUT FARMERS
ANTITRUST LITIGATION

Case No. 2:19-cv-00463-RAJ-LRL

**BIRDSONG CORPORATION'S ANSWER
TO THE SECOND AMENDED COMPLAINT**

Defendant Birdsong Corporation (“Birdsong”), by counsel, pursuant to Rule 12 of the Federal Rules of Civil Procedure and the Order of this Court (ECF No. 147), states as follows for its answer to the Second Amended Class Action Complaint and Demand for Jury Trial (ECF No. 148) (the “Complaint”) filed by Plaintiffs:

Birdsong is a family-run Virginia business that has operated in Suffolk, Virginia for over a century buying and selling peanuts. Over the last 105 years, Birdsong has grown to the premier shelling business it is today – contracting with farmers in thirteen states and selling to peanut buyers and manufacturers in the United States and across the world. The sole business of Birdsong is peanuts and peanut-related products. Birdsong has built its business reputation based on integrity and fair dealing with farmers and purchasers of peanuts alike. Birdsong denies that it engaged in any of the anticompetitive activities alleged in the Complaint. Birdsong has competed fairly and lawfully for over a century.

Any allegation not explicitly admitted is denied. By noting or admitting that the Complaint purports to characterize or quote particular documents, Birdsong does not admit the truth of any assertion in the referenced document. Moreover, headings and footnotes contained within the Complaint are not substantive allegations to which an answer is required. To the extent headings

are substantive allegations to which an answer is required, Birdsong denies the allegations. Birdsong has recited within its Answer below the headings as used in the Complaint solely for organizational purposes and does not admit any of the allegations contained therein. To the extent footnotes in the Complaint are deemed to be substantive allegations, then the response to the paragraph in which the footnote is found is Birdsong's response to the footnote as well.

The Complaint's opening paragraph only contains introductory statements to which no response is required. To the extent a response is required, Birdsong denies that Plaintiffs and their allegations in the Complaint meet the requirements of Rule 23 of the Federal Rules of Civil Procedure for certification of a class. Birdsong denies all liability and denies that Plaintiffs are entitled to recover treble damages under the antitrust laws of the United States.

I. NATURE OF ACTION

1. The allegations contained in paragraph 1 of the Complaint are vague and ambiguous as they address processes that "usually" occur for a "majority" or "approximat[e]" percentage. Birdsong admits that peanut shelling companies (or shellers) play a vital role in the peanut processing process. Birdsong admits that the majority of peanut crops are processed in some manner prior to reaching customers. Birdsong admits that peanuts are processed and packaged into containers for shipment or storage and that shellers market and sell shelled peanuts to food companies and manufacturers. Any allegations in paragraph 1 of the Complaint not expressly admitted above are denied.

2. Paragraph 2 of the Complaint contains only internal definitions of the Complaint to which no response is required. To the extent a response is required, Birdsong admits that Plaintiffs have provided definitions and denies any remaining allegations.

3. Paragraph 3 of the Complaint contains only internal definitions of the Complaint to which no response is required. To the extent a response is required, Birdsong admits that Plaintiffs have provided definitions and denies any remaining allegations.

4. Birdsong admits that Birdsong, Golden Peanut Company, LLC (“Golden”), and Olam Peanut Shelling Company, Inc. (“Olam”) are shellers. Birdsong denies the remaining allegations contained in paragraph 4 of the Complaint.

5. Birdsong denies the allegations contained in paragraph 5 of the Complaint.

6. Birdsong denies the allegations contained in paragraph 6 of the Complaint.

7. Birdsong denies the allegations contained in paragraph 7 of the Complaint.

8. Birdsong admits that there is no futures market for peanuts and that there is contracting between Birdsong and farmers. Birdsong denies the remainder of the allegations contained in paragraph 8 of the Complaint.

9. Birdsong admits that it has shelling facilities and buying points located in the United States peanut producing regions. Birdsong admits that it is involved in industry trade associations. Birdsong denies the remainder of the allegations contained in paragraph 9 of the Complaint.

10. Birdsong denies the allegations contained in paragraph 10 of the Complaint.

11. Birdsong denies the allegations contained in the first and second sentences of paragraph 11 of the Complaint. Birdsong is without sufficient information to admit or deny the remaining allegations in paragraph 11 of the Complaint.

12. Birdsong denies the allegations contained in paragraph 12 of the Complaint.

II. JURISDICTION AND VENUE

13. Birdsong admits that Plaintiffs have filed this action under the Clayton Act. The remainder of Paragraph 13 of the Complaint states only legal conclusions to which no response is

required. To the extent a response is required, Birdsong denies the allegations contained in paragraph 13 of the Complaint, including any claims by Plaintiffs that they are entitled to the relief in paragraph 13.

14. Paragraph 14 of the Complaint states only legal conclusions to which no response is required. To the extent a response is required, Birdsong admits the allegations contained in paragraph 14 of the Complaint.

15. Paragraph 15 of the Complaint states only legal conclusions to which no response is required. To the extent a response is required, Birdsong admits venue for purposes of this action and denies the remainder of the allegations contained in paragraph 15 of the Complaint.

16. Paragraph 16 of the Complaint states only legal conclusions to which no response is required. To the extent a response is required, Birdsong admits that the Court has personal jurisdiction over it.

17. Birdsong denies the allegations contained in paragraph 17 of the Complaint.

18. Paragraph 18 of the Complaint states only legal conclusions to which no response is required. To the extent a response is required, Birdsong denies the allegations contained in paragraph 18 of the Complaint.

III. PARTIES

A. Plaintiffs

19. Birdsong admits that Plaintiff D&M Farms appears to be a Florida partnership that entered into three contracts to sell runner peanuts to Birdsong in 2019. See (ECF No. 48-1). Birdsong denies the remainder of the allegations contained in paragraph 19 of the Complaint.

20. Birdsong denies that Mark Hasty sold Runners to Birdsong. Birdsong is without sufficient information to admit or deny the allegations contained in paragraph 20 of the Complaint,

and therefore, denies the same. Birdsong denies that Plaintiff Mark Hasty suffered any antitrust injury.

21. Birdsong denies that Dustin Land sold Runners to Birdsong. Birdsong is without sufficient information to admit or deny the remainder of the allegations contained in paragraph 21 of the Complaint, and therefore, denies the same. Birdsong denies that Plaintiff Dustin Land suffered any antitrust injury.

22. Birdsong denies that Rocky Creek Peanut Farms, LLC sold Runners to Birdsong. Birdsong is without sufficient information to admit or deny the remainder of the allegations contained in paragraph 22 of the Complaint, and therefore, denies the same. Birdsong denies that Plaintiff Rocky Creek Peanut Farms, LLC suffered any antitrust injury.

23. Birdsong denies that Daniel Howell sold Runners to Birdsong. Birdsong is without sufficient information to admit or deny the remainder of the allegations contained in paragraph 23 of the Complaint, and therefore, denies the same. Birdsong denies that Plaintiff Daniel Howell suffered any antitrust injury.

24. Birdsong denies that L&K Farm Group, LLC sold Runners to Birdsong. Birdsong is without sufficient information to admit or deny the remainder of the allegations contained in paragraph 24 of the Complaint, and therefore, denies the same. Birdsong denies that Plaintiff L&K Farm, Group, LLC suffered any antitrust injury.

25. Birdsong denies that Lonnie Gilbert sold Runners to Birdsong. Birdsong is without sufficient information to admit or deny the remainder of the allegations contained in paragraph 25 of the Complaint, and therefore, denies the same. Birdsong denies that Plaintiff Lonnie Gilbert suffered any antitrust injury.

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