

EXHIBIT A

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

IN RE PEANUT FARMERS
ANTITRUST LITIGATION

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

**CLASS ACTION SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS
AND DEFENDANT GOLDEN PEANUT COMPANY, LLC**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into as of the Effective Date, by and between Golden Peanut Company, LLC (“Golden Peanut” or “Settling Defendant”) and Plaintiffs D&M Farms, Mark Hasty, Dustin Land, Rocky Creek Peanut Farms, LLC, Daniel Howell, and Lonnie Gilbert, on behalf of themselves and on behalf of the Class (collectively “Plaintiffs”), by and through their respective counsel.

RECITALS

A. There is pending in the United States District Court for the Eastern District of Virginia an action captioned *In re Peanut Farmers Antitrust Litigation*, No. 2:19-cv-00463 (hereinafter, the “Action”), in which Plaintiffs have alleged, among other things, that Defendants, including Birdsong Corporation, Golden Peanut, and Olam Peanut Shelling Company, Inc. entered into a contract, combination or conspiracy in restraint of trade, the purpose and effect of which was to suppress competition and to pay depressed prices to Plaintiffs and the Settlement Class for runner peanuts during the Class Period, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 (the “Claims”).

B. Golden Peanut has denied and continues to deny all of Plaintiffs’ Claims alleged in the Action, or that could have been alleged in the Action, and has asserted numerous defenses to those Claims.

C. This Settlement Agreement shall not be deemed or construed to be an admission or evidence of a violation of any statute, law, rule, or regulation or of any liability or wrongdoing by Golden Peanut or of the truth of any of Plaintiffs' Claims or allegations, nor shall it be deemed or construed to be an admission or evidence of Golden Peanut's defenses.

D. Plaintiffs' Co-Lead Counsel have conducted an investigation into the facts and law regarding the Action and the possible legal and factual defenses thereto and have concluded that a settlement with Golden Peanut according to the terms set forth below is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Class, given the uncertainties, risks, and costs of continued litigation.

E. Golden Peanut, despite its belief that it is not liable for, and has strong defenses to, Plaintiffs' Claims, has concluded that further litigation of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and according to the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and disruption, and to dispose of the burden of protracted litigation, taking into account, among other things, the uncertainty and risks inherent in any litigation, especially in a complex case such as this.

F. This Agreement is the result of vigorous and extensive arm's-length negotiations between Plaintiffs' Co-Lead Counsel and Golden Peanut's Counsel.

G. The Parties to this Agreement desire to fully and finally settle all actual and potential Claims arising from or relating to the Action, and to avoid the costs and risks of protracted litigation and trial.

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the undersigned on behalf of the Settling Parties, that this Action and all Released Claims (as defined in I(21) below)

are finally and fully settled and that this Action shall be dismissed in its entirety on the merits and with prejudice as to the Released Parties (as defined in I(22) below), and without costs to Plaintiffs or Golden Peanut, subject to approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, upon and subject to the following terms and conditions:

I. DEFINITIONS

1. “Class” shall have the same meaning as the class certified by the Court on December 2, 2020 (ECF No. 496), which, for ease of reference, is defined herein as follows:

All persons or entities in the United States who sold raw, harvested runner peanuts to any of the Defendants, including their subsidiaries or joint-ventures, from January 1, 2014 through December 31, 2019 (the “Class Period”). Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant.

2. “Class Notice” means the notice to the Class that is approved by the Court, in accordance with Section II(D)(2) below.

3. “Co-Conspirator” means those entities named as co-conspirators in the Operative Complaint.

4. “Co-Lead Counsel” means collectively Brian D. Clark of Lockridge Grindal Nauen PLLP and Kimberly A. Justice of Freed Kanner London & Millen LLC.

5. “Complaint” or “Operative Complaint” means the Plaintiffs’ Second Amended Class Action Complaint in the Action (ECF No. 148).

6. “Court” or “District Court” means the United States District Court for the Eastern District of Virginia and the Honorable Raymond A. Jackson or his successor, or any other Court in which the Action is proceeding.

7. “Date the Settlement Becomes Final” means the date on which all rights of appeal have expired after the Court enters an order granting final approval to this Settlement

Agreement, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, as provided in Section II(D)(5) below. If any appeal is taken from the Court's final approval of this Settlement Agreement, then the "Date the Settlement Becomes Final" means the date upon which any such appeal is resolved in favor of the Settlement Agreement and no further appellate rights exist.

8. "Date of Preliminary Approval" means the date on which the Court enters an order granting preliminary approval to this Settlement Agreement, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure ("Preliminary Approval Order"), as provided in Section II(D)(1) below.

9. "Defendant" or "Defendants" means any or all Defendants named in the Action, now or in the future.

10. "Documents" means (a) all papers, electronically stored information ("ESI"), statements, transcripts, or other materials within the scope of Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure; and (b) any copies or reproductions of the foregoing, including microfilm copies or computer images.

11. "Effective Date" means the latest date on which this Settlement Agreement is executed by all Parties.

12. "Escrow Account" means the account with the Escrow Agent that holds the Settlement Fund.

13. "Escrow Agent" means the bank into which the Settlement Fund shall be deposited and maintained as set forth in Section II(C) of this Agreement.

14. "Fairness Hearing" means a hearing held by the Court to determine whether the proposed settlement, as set forth in this Settlement Agreement, is fair, reasonable, and adequate, and whether it should be finally approved by the Court.

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