

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

**IN RE PEANUT FARMERS ANTITRUST  
LITIGATION**

**Court File No. 2:19-cv-00463-RAJ-LRL**

**Honorable Raymond A. Jackson  
Honorable Lawrence R. Leonard**

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH  
DEFENDANT OLAM, FOR CERTIFICATION OF THE PROPOSED SETTLEMENT  
CLASS, AND FOR RELATED RELIEF**

Plaintiffs D&M Farms, Mark Hasty, Dustin Land, Lonnie Gilbert, Daniel Howell and Rocky Creek Farms (collectively "Plaintiffs") respectfully move the Court to preliminarily approve the Settlement Agreement and to certify the following settlement class (the "Settlement Class") pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3):

All persons or entities in the United States who sold raw, harvested runner peanuts to any of the Defendants, 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. Also excluded from this Class are 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, and any co-conspirator identified in this action.

Plaintiffs also respectfully move for the Court to appoint (1) D&M Farms, Mark Hasty, Dustin Land, Lonnie Gilbert, Daniel Howell and Rocky Creek Farms as representatives of the Settlement Class, and (2) Brian D. Clark of Lockridge Grindal Nauen PLLP and Kimberly A. Justice of Freed Kanner London & Millen LLC as Co-Lead Counsel for the Settlement Class and Wyatt B. Durette, Jr. of Durette, Arkema, Gerson & Gill PC as Liaison Counsel for the Settlement Class, pursuant to Fed. R. Civ. P. 23(c)(1)(B) and 23(g).

In support of this motion, Plaintiffs submit herewith a: (1) Memorandum of Law in Support, (2) Declaration of Brian D. Clark and exhibits thereto, (3) Declaration of Steven Weisbrot and exhibits thereto, (4) Declaration of Robyn Griffin and exhibits thereto, and (5) proposed order.

Date: October 23, 2020

Respectfully submitted,

By /s/ Wyatt B. Durette, Jr.

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 23, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will automatically e-mail notification of such filing to all counsel of record.

To the best of my knowledge, there are no other attorneys or parties who require service by U.S. Mail.

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

IN RE PEANUT FARMERS ANTITRUST  
LITIGATION

Case No. 2:19-cv-00463

**Honorable Raymond A. Jackson  
Honorable Lawrence R. Leonard**

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT WITH  
DEFENDANT OLAM, CERTIFYING THE PROPOSED SETTLEMENT CLASS,  
AND RELATED RELIEF**

**THIS CAUSE** came before the Court on Plaintiffs’ Motion for Preliminary Approval of Settlement with Defendant Olam, for Certification of the Proposed Settlement Class, and for Related Relief. Plaintiffs have reached a proposed settlement of their claims with Defendant Olam Peanut Shelling Company, Inc. (“Olam”). The Court, having reviewed the Motion, its accompanying memorandum, and the exhibits thereto, the Settlement Agreement, and the file, hereby:

**ORDERS AND ADJUDGES:**

Preliminary Approval of Settlement Agreement

1. This Court has jurisdiction over this action and each of the parties to the Settlement Agreement. Upon review of the record, the Court finds that the proposed Settlement Agreement, which was arrived at by arm’s-length negotiations by highly experienced counsel, meets all factors under Rule 23(e)(2) and will likely be granted final approval by the Court, subject to further consideration at the Court’s Fairness Hearing. The Court finds that the Settlement encompassed by the Settlement Agreement is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class, raises no obvious reasons to doubt its fairness, and raises a reasonable basis for presuming that the Settlement and its terms satisfy the requirements of Federal

Rules of Civil Procedure 23(c)(2) and 23(e) and due process so that Notice of the Settlement should be given.

Class Certification

2. The Settlement Class meets the requirements of Rule 23(a) as well as the requirements of Rule 23(b)(3). As to the requirements of Rule 23(a), the Court expressly finds that (1) the Settlement Class certified herein numbers thousands of entities, and joinder of all such entities would be impracticable, (2) there are questions of law and fact common to the Settlement Class; (3) Plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; and (4) Plaintiffs are adequate representatives of the Settlement Class. As to the requirements of Rule 23(b)(3), the Court expressly finds that the questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Class Member, and that a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute.

3. This Court certifies a Settlement Class defined as:

All persons or entities in the United States who sold raw, harvested runner peanuts to any of the Defendants, 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. Also excluded from this Class are 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, and any co-conspirator identified in this action.

4. The Court appoints D&M Farms, Mark Hasty, Dustin Land, Lonnie Gilbert, Daniel Howell and Rocky Creek Farms as representatives of the Settlement Class.

5. The Court appoints Brian D. Clark of Lockridge Grindal Nauen P.L.L.P. and Kimberly A. Justice of Freed Kanner London & Millen LLC as Co-Lead Counsel for the

Settlement Class and Wyatt B. Durette, Jr. of Durette, Arkema, Gerson & Gill PC as Liaison Counsel for the Settlement Class, pursuant to Fed. R. Civ. P. 23(c)(1)(B) and 23(g).

6. The Court appoints Angeion Group (“Angeion”) to serve as the notice and claims administrator for Plaintiffs in this case.

7. The Court appoints The Huntington National Bank (“Huntington”) to serve as the escrow agent and provide escrow services in this case.

#### Class Notice and Fairness Hearing

8. Co-Lead Counsel for Plaintiffs shall submit for the Court’s approval a Motion to Approve a Plan of Notice of Settlement for this and any other settlements at an appropriate time prior to moving for final approval of the Olam Settlement Agreement.

9. Co-Lead Counsel shall identify a date in consultation with the Court for the Final Approval Hearing concerning the Olam Settlement Agreement and any other Settlement Agreements included in the Plan of Notice.

#### Other Provisions

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

11. In aid of the Court’s jurisdiction to implement and enforce the proposed Settlement, as of the date of entry of this Order, Plaintiffs and all members of the Class shall be preliminarily enjoined from commencing or prosecuting any action or other proceeding against the Settling Defendant asserting any of the Claims released in Section II(B) of the Settlement Agreement pending final approval of the Settlement Agreement or until such time as this Court lifts such injunction by subsequent order.

12. The Court's certification of the Settlement Class as provided herein is without prejudice to the right of any Defendant to contest certification of any other class proposed in this action, and the Court's findings in this Order do not bind the Court in ruling on any motion to certify another class in this action.

13. If the Settlement Agreement is terminated or is ultimately not approved, the Court will modify any existing scheduling orders as necessary to ensure that the Plaintiffs and Settling Defendant will have sufficient time to prepare for the resumption of litigation.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2020

\_\_\_\_\_  
HON. RAYMOND A. JACKSON

United States District Judge