

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FOURTH DIVISION
CIVIL ACTION NO. 20-C1-00332

HAYNES PROPERTIES, LLC,
MITCH AND SCOTT HAYNES DBA
ALVIN HAYNES & SONS,
S&GF MANAGEMENT, LLC, ON BEHALF
OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED

PLAINTIFFS

V. STIPULATION AND AGREEMENT OF PARTIAL SETTLEMENT

BURLEY TOBACCO GROWERS COOPERATIVE
ASSOCIATION

DEFENDANTS

AND

GREG CRADDOCK,
ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED

* * * * *

This Stipulation and Agreement of Partial Settlement (the "Partial Settlement Agreement", "Partial Settlement," or "Agreement"), is made, executed and entered into on the Execution Date, as defined herein, by, between and among the following settling parties ("Parties"): (i) Plaintiffs, Haynes Properties, LLC, Mitch and Scott Haynes dba Alvin Haynes & Sons and S&GF Management, LLC, individually ("Named Plaintiffs"), as proposed Settlement Class Representatives on behalf of all others similarly situated being the Settlement Class (defined below) and Defendant, Greg Craddock, individually ("Named Defendant"), as a proposed Settlement Class Representative and on behalf of all others similarly situated, being the Settlement Class, and (iii) the Burley Tobacco Growers Cooperative Association, a Kentucky non-stock agricultural cooperative association (the "BTGCA") independently of all of Insurance Carriers (as hereafter defined), and is subject to preliminary and final Court approval as required by Rule 23 of the Kentucky Rules of Civil Procedure (CR).

In consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order, as defined herein, for the Partial Settlement (as hereinafter defined) of the claims between and among the Settlement Class and the BTGCA for the judicial and/or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA shall be fully, finally and forever settled and compromised upon the terms and conditions contained herein. This Partial Settlement Agreement is intended by the Parties only as a Partial Settlement, and upon the terms and conditions hereof, to fully, finally, and forever resolve, discharge, and settle only the Partially Released Claims (as hereinafter



defined), and to reserve all other claims, including the Parties' joint or several derivative or other claims, however they may exist or arise, against all past and present officers, directors and employees of the BTGCA and all insurers of the BTGCA and BTGCA's past and present officers, directors and employees, including without limitation, all Insurance Carriers; *such reservation, however, shall be subject to the Forbearance Covenant* (as hereinafter defined).

RECITALS

WHEREAS, this Partial Settlement does not encompass, and excludes and reserves the claims of Named Plaintiffs and Named Defendant, individually and on behalf of all others similarly situated, that they have been damaged by and are entitled to damages by reason of violations and breaches by the BTGCA and its officers, directors and employees of their statutory, contractual, common law and fiduciary duties owed to the members of the BTGCA, including Named Plaintiffs and Named Defendant and the members of the Settlement Class, *such reservation, however, shall be subject to the Forbearance Covenant*.

WHEREAS, Named Plaintiffs and Named Defendant, individually and on behalf of all others similarly situated, being the Settlement Class (defined below), and as proposed Settlement Class Representatives, assert that they are entitled to the judicial or other dissolution of the BTGCA pursuant to KRS 271B.14-300 and applicable law, and to the distribution of the net assets of the BTGCA to its members in accordance applicable law;

WHEREAS, Named Defendant and others similarly situated have demanded a Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law (the "Special Meeting Demand");

WHEREAS, BTGCA, its officers, directors, employees and attorneys deny (a) the entitlement of Named Plaintiffs and Named Defendant, individually and on behalf of all others similarly situated, being the Settlement Class (defined below), and as proposed Settlement Class Representatives, to the judicial or other dissolution of the BTGCA pursuant to KRS 271B.14-300 and applicable law, and to the distribution of the net assets of the BTGCA to its members in accordance applicable law, (b) the entitlement of Named Defendants and others similarly situated to a Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law, and (c) a breach by BTGCA and its officers, directors and employees of their statutory, contractual, common law and fiduciary duties owed to the members of the BTGCA, including Named Plaintiffs and Named Defendant and the members of the Settlement Class;

WHEREAS, the Parties, exclusive of representatives or counsel of or appointed by any Insurance Carrier, have participated in a mediation limited to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA;

WHEREAS, throughout their mediation the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk, cost, expense, delay and uncertainty of litigation and appeals therefrom, and all other factors bearing on

the merits of a partial settlement, including a mutual desire to make a prompt distribution of funds on the dissolution of the BTGCA, to members of the BTGCA;

WHEREAS, Settlement Class Counsel have conducted extensive research, interviews, document review and other informal and formal discovery, have fully investigated the facts and law relevant to the subject matter of the Action, and have concluded that, based upon their investigation, and taking into account the risks, uncertainties, legal ambiguities, burdens, and expense of further prosecution of the Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, and the resulting diminution of BTGCA assets by continued litigation as to the dissolution claims, and the substantial benefits to be received pursuant to this Partial Settlement Agreement as set forth below, and for the purpose of putting to rest only those controversies with the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, the resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Named Plaintiffs, Named Defendant, and the Settlement Class;

WHEREAS, despite the belief of BTGCA that there are valid and complete defenses to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, has nevertheless agreed to enter into this Agreement to reduce and avoid the additional risk, cost, expense, burden, inconvenience, and uncertainty of continuing to litigate the Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, and without any admission of liability or wrongdoing whatsoever, desires to enter into this Agreement; and

WHEREAS, the Parties now agree to settle the Action only and limited to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, all other claims being reserved by Named Plaintiffs on behalf of themselves and all others similarly situated and by Named Defendant on behalf of himself and all others similarly situated *such reservation, however, shall be subject to the Forbearance Covenant.*

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

1.0 Definitions. In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

- a. "Action" means *Haynes Properties, LLC, et al. v. Burley Tobacco Growers Cooperative BTGCA*, Fayette Circuit Court, Case No. 20-CI-00332.
- b. "Administrative Costs" means all costs and expenses associated with providing

Notices of the Settlement to the Settlement Class and administering and carrying out the terms of the Partial Settlement.

c. "Attorneys' Fees and Expense Award" means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel for its reasonable legal fees, and costs and expenses in connection with the Partial Settlement (including pre-suit research and investigations) and Special Meeting Demand.

d. "Court" refers to the Fayette Circuit Court, Fourth Division.

e. "BTGCA Grower Member" means a person and only such person, who was a producer (land owner, operator, landlord, tenant or sharecropper) and shared in the risk of producing and marketing burley tobacco in the states of Indiana, Kentucky, Missouri, Ohio or West Virginia during any of the 2015-2019 Crop Years.

f. "Effective Date" means the date on which the Final Approval Order entered pursuant to this Partial Settlement Agreement becomes Final.

g. "Execution Date" means the last date on which all parties have executed this Partial Settlement Agreement.

h. "Fee Application" means the application by Settlement Class Counsel for the Attorneys' Fees and Expense Award for the Partial Settlement, consistent with SCR 3.130(1.5) and as set forth in Section 12.0.

i. "Final" means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reconsideration, motion for rehearing, petition for writ of certiorari, or other writ has been filed, the time has expired to file such an appeal, motion for reconsideration, motion for rehearing, petition for writ of certiorari, or other writ; or (2) if an appeal, motion for reconsideration, motion for rehearing, petition for a writ of certiorari, or other writ has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, petition, or writ has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to the Fee Application will not in any way delay or preclude the Judgment from becoming Final.

j. "Final Approval Order" and "Final Partial Judgment" means the order finally approving the terms of this Partial Settlement Agreement and a separate partial judgment to be entered by the Court, pursuant to Kentucky Rule of Civil Procedure 58(1). If the Court enters separate orders addressing the matters constituting final approval, then "Final Approval Order" includes all such orders.

k. "Forbearance Covenant" means Partially Releasing Parties' covenant not to execute judgment on, and to forbear from execution of judgment against, the BTGCA and its past and present officers, directors and employees over, above, except and other than to the extent of available insurance coverage under any Insurance Policies, such covenant including an agreement not to record any judgment liens against the BTGCA or BTGCA's past or present officers,

directors, or employees, not to report any judgment to any credit reporting or similar agencies, and waiving any execution as to any assets (personal, business or otherwise) of the BTGCA, and its past and present officers, directors and employees; which covenant shall not be read, construed or considered to discharge or release any Insurance Carrier not parties to this Agreement from any duty to defendant, duty to indemnify or liability upon the claims reserved and not released herein.

l. “Insurance Carrier” means any insurance company, insurance carrier and/or insurance provider at any time providing any insurance coverages for the BTGCA and its officers, directors and employees.

m. “Insurance Policies” means any and all policies of insurance at any time providing any insurance coverages for the BTGCA and its officers, directors and employees.

n. “Notices” means the Mail Notice, the Website Notice, the Newspaper Notices, and the Putative Mail Notice of the proposed class action Partial Settlement that the Parties will ask the Court to approve in connection with Preliminary Approval of the Partial Settlement.

o. “Notices Date” means the deadline to disseminate the Notices to the Settlement Class and the Putative Settlement Class, respectively, which is ten (10) days after the Court issues the Preliminary Approval Order.

p. “Notices Program” means the methods for providing Notices of this Partial Settlement and requesting the completion and return of IRS Form W-9’s to the Settlement Class Members and Putative Settlement Class Members respectively as follows: (i) the notice to be sent by U.S. Mail postage prepaid to each Settlement Class Member for whom BTGCA or the Settlement Administrator can ascertain a mailing address with reasonable effort substantially in the form of **Exhibit A**, attached hereto and made a part hereof and/or as otherwise may be approved by the Court (“Mail Notice”); (ii) the notice to be posted on the Settlement Website, substantially in the form of **Exhibit B** attached hereto and made a part hereof and/or as otherwise may be approved by the Court (“Website Notice”); (iii) the notices to be placed in two consecutive publications of each of the Herald-Leader newspaper, the Courier Journal newspaper and the Farmers Pride newspaper substantially in the form of **Exhibit C** attached hereto and made a part hereof and/or as otherwise may be approved by the Court (“Newspaper Notices”); and (iv) the notice to be sent by U.S. Mail postage prepaid to the Putative Settlement Class Members for whom the BTGCA can ascertain a mailing address with reasonable effort and as are identified as persons whom submitted a FSA 578 Form for the 2014 Crop Year to the BTGCA but not for subsequent years and/or whom did not certify to the BTGCA prior to March 1, 2020, its/his/her status as a BTGCA Grower Member to the BTGCA for the 2019 Crop Year, substantially in the form of **Exhibit D** attached hereto and made a part hereof and/or as otherwise may be approved by the Court (“Putative Mail Notice”). The Notices Program shall be effected substantially in the manner set forth in Section 7.0.

q. “Objection Period” means the period during which a Settlement Class Member may file an Objection to the Partial Settlement, the Fee Application and/or the Service Awards, which period shall run from the entry of the Preliminary Approval Order until the forty second (42nd) day thereafter.

r. “Partially Released Claims” means only those claims to be released as specified in Section 10.0.

s. “Partial Releases” means all of the partial releases specified in Section 10.0.

t. “Partially Releasing Parties” means Named Plaintiffs and Named Defendant, individually, on behalf of all others similarly situated, and as Class Representatives, all Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

u. “Partial Settlement” means the partial settlement of the Action as provided for herein as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the Settlement Class.

v. “Preliminary Approval” means an order, providing for, among other things, preliminary approval of the Partial Settlement as provided for in in Section 5.1.

w. “Preliminary Approval Order” means the order of the Court giving preliminary approval as provided for in in Section 5.1.

x. “Putative Settlement Class Members” means a BTGCA Grower Member who is *not* on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, including persons whom submitted a FSA 578 Form for the 2014 Crop Year to the BTGCA but not for subsequent years and/or whom did not certify to the BTGCA prior to March 1, 2020, its/his/her status as a BTGCA Grower Member for the 2019 Crop Year.

y. “Settlement Class” means all BTGCA Grower Members who fall within the Settlement Class to be certified pursuant to Section 4.1.

z. “Settlement Class Counsel” refers to McBrayer PLLC and Billings Law Firm, PLLC.

aa. “Settlement Class Members” means the members of the Settlement Class to be certified pursuant to section 4.1, as finally determined by the Court.

bb. “Settlement Class Representative” refers to any one or more of Mitch Haynes, Scott Haynes, Penny Greathouse, and Greg Craddock.

cc. “Service Awards” means payments, subject to Court approval and not to exceed \$5,000.00 each, to compensate the Settlement Class Representatives for their efforts in Partial Settlement on behalf of the Settlement Class.

dd. “Settlement Administrator” means, subject to approval by the Court, American Legal Claims Services, LLC, a nationally recognized and experienced class-action claim

administrator.

ee. "Settlement Website" means the website that the Settlement Administrator will establish, as provided for in Section 6.0.

2.0 Denial of Wrongdoing and Liability. BTGCA denies the entitlements and rights of the Settlement Class to and for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA. This Partial Settlement Agreement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation as to the Partial Settlement and for the benefit of all BTGCA Grower Members and those who may otherwise claim some right or interest in, to or under the BTGCA to and for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA.

3.0 The Benefits of the Partial Settlement.

3.1 Settlement Class Counsel believes that the proposed Partial Settlement confers substantial benefits upon the Settlement Class, including, but not limited to, a sure and more efficient dissolution of the BTGCA and prompt distribution of equal per capita payments to all lawful members thereof (BTGCA Grower Members/Settlement Class Members) under proper supervision of the Court and the Settlement Administrator.

3.2 Settlement Class Counsel, Named Plaintiffs and Named Defendant recognize and acknowledge the risk, cost, expense, delay and uncertainty of continued proceedings necessary to prosecute the Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA through trial and appeal, the likelihood of the appeal of various legal issues to be litigated, including those involving the Special Meeting, the Special Meeting Demand, and/or dissolution of the BTGCA, and the likelihood of appealable questions of first impression.

3.3 Settlement Class Counsel has taken into account the risk, cost, expense, delay and uncertainty of any litigation, especially in complex actions such as this Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, as well as the difficulties and delays inherent in pursuing such claims. Settlement Class Counsel is mindful of possible defenses related to the claims asserted in the Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, and under Kentucky Rule of Civil Procedure 23. Based on their evaluation of all of these factors, Settlement Class Counsel, Named Plaintiffs and Named Defendants have determined that the Partial Settlement is in the best interests of Named Plaintiffs, Named Defendant, and the Settlement Class.

4.0 Partial Settlement, Settlement Class Declaration, BTGCA Dissolution Committee and Settlement Class Certification.

4.1 For partial settlement purposes only, Named Plaintiffs, Named Defendant, and the BTGCA shall agree to and seek the Court's approval of the Preliminary Approval Order and subsequently the Final Approval Order providing for the Partial Settlement of the Action on the following terms:

a. A partial and final judgment, adjudication, and declaration as a matter of law pursuant to KRS 418.040 and CR 57, in accordance with Section VI of the 1922 Articles of Incorporation of BTGCA, applicable provisions of KRS Chapter 272 (specifically including, but without limitation to, KRS 272.325(3)), and KRS 412.070 (the common fund statute), that no past or present member(s) of the BTGCA, other than the Settlement Class Members as defined herein, hold or are entitled: (i) to seek the dissolution of the BTGCA; (ii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA, and (iii) to assert claims against the BTGCA and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers and independent contractors of the BTGCA, and the predecessors, successors, and assigns of each of them.

b. A partial and final judgment, adjudication, and declaration that the BTGCA shall be dissolved in accordance with KRS 271B.14-300 and the net proceeds ("BTGCA Dissolution Proceeds"), after payment of Administrative Costs, Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Class Counsel Costs/Expenses (as approved by the Court) and Service Awards, as approved by the Court, are to be paid and disbursed on a per capita basis to the respective members of the Settlement Class.

c. The establishment and designation of a dissolution committee to have the sole and exclusive jurisdiction and responsibility over the dissolution of the BTGCA and liquidation of the BTGCA ("BTGCA Dissolution Committee") and the distributions thereof. The designation and appointment of Al Pedigo, Eddie Warren and Donald Mitchell, as appointees of the BTGCA, and Penny Greathouse, Mitch Haynes and Greg Craddock, as appointees of the Class Representatives as the member of the BTGCA Dissolution Committee. The actions of a majority of the BTGCA Dissolution Committee shall be required for the BTGCA Dissolution Committee to take action. A deadlock, if any, by the BTGCA Dissolution Committee as to any action shall first be mediated with Hon. Robert F. Houlihan, Jr., and if no resolution shall be reached by mediation, the dispute shall be submitted to arbitration before Mr. Houlihan shall. All assets and property of the BTGCA, including rights and claims against any Insurance Carrier, shall be placed with and come under the sole and exclusive jurisdiction and control of the BTGCA Dissolution Committee within two (2) business days of the entry of Final Approval Order. The BTGCA Dissolution Committee shall be charged with and shall have all powers and authorities of a dissolution committee under Kentucky law, and shall undertake such actions to wind up and dissolve the BTGCA as the BTGCA Dissolution Committee deems may be reasonable and necessary, including, without limitation:

i. Marshalling assets of the BTGCA (or make provision to do so) including but not limited to collecting, settling, or compromising contracts, accounts receivable, debts, and obligations to the BTGCA and claims belonging to it, prosecuting lawsuits by the BTGCA as well as abandoning or rejecting assets of insufficient value to justify collection or distribution.

ii. Preserving the BTGCA's assets pending liquidation and distribution, including but not limited to managing, maintaining, and insuring property against damage or loss, depositing cash into bank accounts, and, if not needed to meet debts and expenses currently payable and not immediately distributable, investing assets in investments that would be reasonable for trustees generally.

iii. Liquidating the BTGCA's assets, including, but not limited to, selling, exchanging, or disposing, and converting non-cash property into cash or cash equivalents, in one or more sales or transactions, private or public, to one or more persons on terms and conditions as the BTGCA Dissolution Committee deems reasonably expedient in the interest of the BTGCA.

iv. Reaching fair and reasonable severance agreements with the BTGCA's employees.

v. Hiring employees and independent contractors, including but not limited to accountants, investment advisors, consultants, and attorneys (without limitation English, Lucas Priest & Owsley), to advise and assist the BTGCA Dissolution Committee in implementing this Plan; act without independent investigation upon their recommendations; and instead of acting personally to employ them to perform any act of the BTGCA Dissolution Committee.

vi. Compensating the members of the BTGCA Dissolution Committee at the rate of \$85.00/hour per member, for each hour or partial hour spent by the members in the performance of their duties.

vii. Notifying tax authorities and creditors of the dissolution, including but not limited to following the Notices procedures in KRS Chapter 271B for unknown claims.

viii. Discharging the BTGCA liabilities (or make provision for discharge) including but not limited to paying, satisfying, settling, or compromising taxes, debts, expenses, liabilities, and obligations of the BTGCA and contingent, conditional or unmatured contractual claims against the BTGCA, and defending lawsuits against the BTGCA.

ix. To the extent necessary or advisable, establishing and setting aside a contingency reserve to satisfy any obligations or claims against the BTGCA that are the subject of pending lawsuits, that have not yet accrued but based upon facts

known to the BTGCA are likely to accrue following the dissolution, and putative unknown claims.

x. Obtaining and maintaining insurance as may be necessary to insure the BTGCA's indemnification obligations and continuing to indemnify its officers, directors, employees, agents and the members of the BTGCA Dissolution Committee.

xi. Undertaking and performing, or causing officers of the BTGCA to undertake and perform, any and all acts, and to make, execute, deliver any and all agreements or other instruments of every kind (which shall be binding on the BTGCA) that are reasonably necessary in the interest of the BTGCA to implement this Plan and the transactions to wind up the affairs of the BTGCA.

xii. Providing to the Settlement Administrator a list of all BTGCA Grower Members that owe accrued, but unpaid TAGS fees to the BTGCA (the "TAGS List").

xiii. For each Putative Settlement Class Member who has submitted documentation in accordance with Section 7.6 asserting that it/he/she is a BTGCA Grower Member, reviewing and considering that documentation and in its sole and exclusive discretion, determine whether such Putative Settlement Class Member is, or is not, a BTGCA Grower Member.

xiv. Distributing One Million, Five Hundred Thousand Dollars (\$1,500,000.00) of and from the BTGCA assets to a farming-related non-profit entity, existing or to be formed, approved by the BTGCA Board of Directors, whose mission shall include (i) serving and acting as a liaison on behalf of tobacco growers of all types of tobacco with tobacco leaf dealers and tobacco purchasers, (ii) advocacy for producers/growers and land owners involved in the production of all types of tobacco, and (iii) other services and support of education and research beneficial to growers of all types of tobacco (herein the "Tobacco Liaison/Advocacy Nonprofit").

xv. Discharging the BTGCA liabilities (or make provision for discharge) including but not limited to paying, satisfying, settling, or compromising taxes, debts, expenses, liabilities, and obligations of the BTGCA and contingent, conditional or unmaturred contractual claims against the BTGCA, and defending lawsuits against the BTGCA (the "BTGCA Liabilities"); and

xvi. Paying, after the payment to the Tobacco Liaison/Advocacy Nonprofit and after discharging the BTGCA Liabilities, both as set forth above, the net assets remaining of the BTGCA (the "Net Assets") in such increments and in such amounts as the BTGCA Dissolution Committee shall determine to the Settlement Administrator for distribution to the Settlement Class as provided for in Section 5.0.

d. A partial and final judgment, adjudication, and declaration that the Partial Settlement obviates the Special Meeting Demand and no Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law is required to occur.

e. Pursuant to CR 23, the creation, adoption and approval of the "Settlement Class", which consists of and is defined as:

All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years (determined with reference to KRS 272.325[(3)] (i) as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, and (ii) as determined by the BTGCA Dissolution Committee, in its sole and exclusive discretion, to be a producer in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years, and who submits certification documentation pursuant to Section 2 of the BTGCA's Bylaws before the expiration of the Objection Period.

f. The appointment of Settlement Class Counsel, and the appointment of Named Plaintiffs and Named Defendant as Settlement Class Representatives to represent the Settlement Class.

g. The appointment of the Settlement Administrator and approval of the Settlement Administrator's duties as provided for herein.

h. The Settlement Administrator shall establish an account (the "Settlement Administration Account") into which the Net Assets Proceeds shall be deposited.

i. After payment of Administrative Costs, Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds), Class Counsel Costs/Expenses (as a lump sum approved by the Court), and Service Awards (as a lump sum approved by the Court), the Settlement Administrator shall issue and promptly make payments of available BTGCA Dissolution Proceeds when and as provided for herein and as otherwise may directed by the BTGCA Dissolution Committee to the Settlement Class on a per capita basis; provided however the Settlement Administrator shall not be required, except in the case of the closure of the Settlement Administration Account, to make distribution payments to the Settlement Class which are in an aggregate amount of less than Four Hundred Thousand Dollars (\$400,000.00).

j. The Settlement Administrator shall check such BTGCA Grower Member's name against the TAGS List, and, if such BTGCA Grower Member owes TAGS fees to the BTGCA, the Settlement Administrator shall deduct from such BTGCA Grower Member's respective distribution the amount owed by that BTGCA Grower Member to the BTGCA for such unpaid TAGS fees, and all TAGS fees so debited from any BTGCA Grower Member's respective

distribution shall revert back to the Settlement Administration Account for re-distribution to the Settlement Class.

k. Any unclaimed amounts remaining from a payment on account of the BTGCA Dissolution Proceeds made to the Settlement Class ninety (90) days after distribution of the checks drawn on the Settlement Administration Account for that payment, shall revert back to the Settlement Administration Account for re-distribution to the Settlement Class; provided any unclaimed amounts (residual funds) remaining after the last payment from the Settlement Administration Account made to the Settlement Class, ninety (90) days after distribution of the final checks drawn on the Settlement Administration Account for that payment, shall be distributed by the Settlement Administrator as follows (i) seventy-five percent (75%) to the Tobacco Liaison/Advocacy Nonprofit, and (ii) pursuant to Kentucky Rule of Civil Procedure 23.05(6)(b) twenty-five percent (25%) to the account maintained by the Kentucky IOLTA Fund Board of Trustees pursuant to Supreme Court Rule 3.830(20).

l. Only the claims between and among the Partially Releasing Parties, on the one hand, and the BTGCA, on the other hand, for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the Settlement Class Members are released hereby. Partially Releasing Parties expressly reserve and do not release the BTGCA or BTGCA's past or present officers, directors, employees or agents of or from any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including Partially Releasing Parties' direct, joint or several derivative or other claims, however they may exist or arise, against the BTGCA or BTGCA's past or present officers, directors, employees and all Insurance Carriers; *provided, however, such reservation is subject to the Forbearance Covenant.*

4.2 The BTGCA does not consent to certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate the partial settlement of this Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA. The BTGCA's agreement, on behalf of itself and the BTGCA Parties, to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Named Plaintiffs, Named Defendant or any of the Settlement Class Members. The BTGCA reserves the right to contest any motion to certify a class for any purpose other than Partial Settlement of the Action as to the claims between and among the Settlement Class and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA.

4.3 If this Partial Settlement Agreement is terminated pursuant to Section 13.0 herein, disapproved by any court (including any appellate court), and/or not consummated for any reason, the order certifying the Settlement Class for purposes of effectuating the Partial Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement

Class had never been certified pursuant to this Partial Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on the Execution Date, in accordance with this Section. Neither party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Kentucky Rules of Civil Procedure if this Partial Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Kentucky Rules of Civil Procedure.

4.4 Reservation of Claims. Only the claims between and among the Partially Releasing Parties and the BTGCA for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA are released hereby.

4.5 Partially Releasing Parties expressly reserve and do not release the BTGCA or BTGCA's past or present officers, directors, employees or agents of or from any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including Partially Releasing Parties' direct, joint or several derivative or other claims, however they may exist or arise, against the BTGCA or BTGCA's past or present officers, directors, employees and all Insurance Carriers; *provided, however, such reservation is subject to the Forbearance Covenant.*

5.0 Submission of The Partial Settlement to the Court for Review and Preliminary Approval.

5.1 Preliminary Approval. As soon as practicable, but no later than two (2) business days following the Execution Date, the Parties, by counsel, shall promptly move the Court for entry of a Preliminary Approval Order, substantially in the form set forth in **Exhibit E**, attached hereto and made a part hereof. The motion for Preliminary Approval shall request that the Court, among other things:

- a. Approve the terms of the Partial Settlement as within the range of fair, adequate, and reasonable;
- b. Provisionally certify the Settlement Class pursuant to CR 23.02(a), (b), and (c), and appoint Named Plaintiffs and Named Defendant as the Settlement Class Representatives of the Settlement Class and appoint Settlement Class Counsel as counsel for the Settlement Class;
- c. Approve the procedures set forth in Section 8.9 for a Putative Settlement Class Member to submit documentation of its/his/her status as a BTGCA Grower Member to the Settlement Administrator for subsequent review and consideration by the BTGCA Dissolution Committee;
- d. Approve the Notices and the Notices Program;

- e. Approve the procedures set forth in Section 9.0 for Settlement Class Members to object to the Partial Settlement, the Fee Application and/or the Service Awards;
- f. Find that the Court will retain jurisdiction over all claims relating to this Agreement;
- g. Maintain the stay of the Action only as to matters relating to this Partial Settlement, pending Final Approval of the Partial Settlement;
- h. Stay, pending Final Approval of the Partial Settlement, any actions brought by Settlement Class Members concerning Partially Released Claims;
- i. Schedule the Final Approval Hearing at a time and date mutually convenient for the Court, Settlement Class Counsel, and counsel for the BTGCA, at which time the Court will conduct an inquiry into the fairness of the Partial Settlement, whether it was made in good faith and should be finally approved; whether to approve Settlement Class Counsel's Fee Application (including reasonable attorneys' fees and reimbursement of costs and expenses), and request for Service Awards ("Final Approval Hearing" or "Fairness Hearing");
- j. Provide that all Settlement Class Members and Putative Settlement Class Members will be bound by the Final Approval Order; and
- k. Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Partial Settlement, Settlement Class Counsel's Fee Application and the Service Awards, and of any objections thereto.
- l. Provide that only the claims between and among the Partially Releasing Parties, on the one hand, and the BTGCA, on the other hand, for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the Settlement Class Members are released hereby. Partially Releasing Parties expressly reserve and do not release the BTGCA or BTGCA's past or present officers, directors, employees or agents of or from any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including Partially Releasing Parties' direct, joint or several derivative or other claims, however they may exist or arise, against the BTGCA or BTGCA's past or present officers, directors, employees and all Insurance Carriers; *provided, however, such reservation is subject to the Forbearance Covenant.*

5.2 Final Approval. The Final Approval Hearing shall be scheduled no earlier than sixty-three (63) days after the entry of the Preliminary Approval Order. By no later than fourteen (14) days after the end of the Objection Period, the Parties shall file a Motion for Final Approval of the Partial Settlement, any briefs in support of final approval of the Partial Settlement, and any responses to any Objections. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the

Partial Settlement, the Fee Application and/or the Service Awards, provided the objectors filed timely objections that met all of the requirements listed in Section 9.0. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Partial Settlement; whether to approve Settlement Class Counsel's Fee Application and request for the Service Awards. The proposed Final Approval Order that will be filed with the Motion for Final Approval shall be in a form agreed upon by Class Counsel and the BTGCA. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Partial Settlement is fair, adequate, and reasonable and approve the Partial Settlement pursuant to CR 23;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notices provided satisfied due process requirements;
- d. Bar and enjoin the Partially Releasing Parties from asserting any of the Partially Released Claims, as set forth in Section 10.0, including during the pendency of any appeal from the Final Approval Order;
- e. Release the BTGCA and the Released Parties from the Partially Released Claims, as set forth in Section 10.0, subject to the Forbearance Covenant.
- f. Reserve the Court's continuing and exclusive jurisdiction over the BTGCA and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

6.0 Settlement Administrator.

6.1 Within two (2) business days of entry of the Preliminary Approval Order, the BTGCA shall make an initial payment of Twenty-Five Thousand Dollars (\$25,000.00) to the Settlement Administrator to be applied as a credit to the Administrative Costs.

6.2 The Settlement Administrator shall administer various aspects of the Partial Settlement as described in this Agreement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing the Notices to Settlement Class Members and Putative Settlement Class Members as described in Section 7.0; establishing and operating the Settlement Website and toll-free number; and administering the distribution of the BTGCA Dissolution Proceeds as described in Section 4.0.

6.3 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

- a. Obtaining from the BTGCA the name, last known email address, and last known mailing or other address information for Settlement Class Members and Putative Settlement Class Members (to the extent it is reasonably available) and verifying and updating the email and mailing addresses received, through the National Change of Address database or other similar data source, for the purpose of sending the respective Mail Notices to Settlement Class Members and the

Putative Mail Notices to the Putative Settlement Class Members;

b. Establishing and maintaining a post office box for submission by U.S. Mail postage prepaid of documentation and communications from Settlement Class Members and Putative Settlement Class Members;

c. Establishing and maintaining a toll-free telephone line for Settlement Class Members and Putative Settlement Class Members to call with Partial Settlement-related inquiries, and answering the questions of Settlement Class Members and Putative Settlement Class Members who call with or otherwise communicate such inquiries;

d. Establishing and maintaining a Settlement Website as a means for Settlement Class Members and Putative Settlement Class Members to obtain Notices of and information about the Partial Settlement through and including hyperlinked access to this Agreement; the Website Notice; the order preliminarily approving the Partial Settlement; the Final Approval Order; and such other documents as Class Counsel and the BTGCA agree to post or that the Court orders posted. These documents shall remain on the Settlement Website at least entry of the Final Approval Order.

e. Establishing and maintaining a Settlement Website as a means for Settlement Class Members to submit a completed Form W-9 until at least 30 days after entry of the Final Approval Order.

f. Establishing and maintaining a Settlement Website as a means for Putative Settlement Class Members to submit during the Objection Period and before the expiration of the Objection Period the documentation to the Settlement Administrator for subsequent review and consideration and determination by the BTGCA Dissolution Committee.

g. Responding to any mailed or emailed Settlement Class Member and Putative Settlement Class Members inquiries;

h. Providing copies of all reports or lists of Settlement Class Members and Putative Settlement Class Members to Class Counsel and the BTGCA for their review in advance of the Final Approval Hearing, and updated reports reflecting returned mail and unclaimed funds after each monetary distribution sent to Settlement Class Members and Putative Settlement Class Members.

i. In advance of the Final Approval Hearing, preparing a declaration to submit to the Court that: (i) attests to implementation of the Notices Program in accordance with the Preliminary Approval Order; (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; and (iii) provides information on the distribution of the BTGCA Dissolution Proceeds, and the total number of Settlement Class Members who submitted Reimbursement Claims;

j. Processing and transmitting payment of approved Administrative Costs, Class Counsel Fees, Class Counsel Costs/Expenses, and Service Awards, and the distributions of the

BTGCA Dissolution Proceeds to Settlement Class Members;

k. Performing any other function related to Partial Settlement administration at the agreed- upon instruction of Settlement Class Counsel, the BTGCA and the BTGCA Dissolution Committee; and

l. Forwarding to the BTGCA Dissolution Committee all documentation received from a Putative Settlement Class Member.

6.4 The Parties, the Released Parties, the BTGCA Dissolution Committee and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

6.5 The fees and expenses of the Settlement Administrator for its settlement administration services related to the Partial Settlement shall be paid from and out of the BTGCA Dissolution Proceeds based on invoices approved by Settlement Class Counsel, the BTGCA and the BTGCA Dissolution Committee.

7.0 Notice Program.

7.1 Within ten (10) days of the Preliminary Approval Order, the Settlement Administrator shall activate the Settlement Website and otherwise implement the Notices Program provided herein, using the forms of Notices as approved by the Court in the Preliminary Approval Order. The Notices shall include, among other information: (i) a description of the material terms of the Partial Settlement; (ii) the procedure and date by which a Putative Settlement Class Members shall provide documentation for consideration and review by the BTGCA Dissolution Committee establishing its/his/her status as a BTGCA Grower Member, (iii) the procedure and date by which Settlement Class Members must provide written objections to the Partial Settlement, the Fee Application and/or the Service Awards, including that for an objection to be considered by the Court, that it must conform to the specifications in Section 9.0; (iv) the date upon which the Final Approval Hearing is scheduled to occur; (v) a description of the BTGCA Dissolution Proceeds; and (vi) the Internet address of the Settlement Website at which Settlement Class Members may access this Partial Settlement Agreement and other related documents and information. Class Counsel and the BTGCA shall insert the correct dates and deadlines in the Notices before the Notices Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order, Notices provided under or as part of the Notices Program may bear or include the BTGCA logo or trademarks and otherwise be styled as originating from the BTGCA.

7.2 The Mail Notice shall be provided to the Settlement Class by the Settlement Administrator by posting in the U.S. Mail postage prepaid addressed to each Settlement Class Member for whom the Settlement Administrator ascertain a mailing address with reasonable effort. The Putative Mail Notice shall be provided to the Putative Settlement Class Members by the Settlement Administrator by posting in the U.S. Mail postage prepaid addressed to each Putative Settlement Class Member for whom the Settlement Administrator can ascertain a mailing address with reasonable effort. The Website Notice shall be provided to the Settlement Class and the

Putative Settlement Class Members by the Settlement Administrator by posting by the Settlement Administrator on the Settlement Website. The Newspaper Notices shall be provided to the Settlement Class and the Putative Settlement Class Members by the Settlement Administrator by placement thereof by the Settlement Administrator in two consecutive publications of each of the Herald-Leader newspaper, the Courier Journal newspaper and the Farmers Pride newspaper.

7.3 The BTGCA shall, within two (2) business day of entry of the Preliminary Approval Order, provide the Settlement Administrator with (i) its most current BTGCA Grower Member membership list for the 2015-2019 Crop Years, and (ii) its most current list for each person whom submitted a FSA 578 Form for the 2014 Crop Year to the BTGCA whom was a grower of burley tobacco in the states of Indiana, Kentucky, Missouri, Ohio and West Virginia and whom is not otherwise identified as a BTGCA Grower Member for the 2015-2019 Crop Years and/or who did not certify to the BTGCA prior to March 1, 2020, its/his/her status as a BTGCA Grower Member to the BTGCA for the 2019 Crop Year; together with any affiliated or supporting data files (including without limitation Excel format) containing the name, identity, and last known mailing addresses of the Settlement Class Members (to the extent reasonably available). The Settlement Administrator shall run the mailing addresses through the National Change of Address Database or other similar data source and shall send the respective Mail Notices to Settlement Class Members and the Putative Mail Notices to Putative Settlement Class Members at the identified US mail and email addresses under the provisions of this Agreement.

7.4 The Settlement Administrator shall perform reasonable address traces, for all the respective Mail Notices to Settlement Class Members and the Putative Mail Notices to Putative Settlement Class Members sent by US mail that are returned as undeliverable. The Settlement Administrator shall promptly complete the re-mailing by US mail to those Settlement Class Members for whom an updated address can be located through address traces and the Putative Mail Notices to Putative Settlement Class Members for whom an updated address can be located through address traces.

7.5 By no later than ten (10) days after the date of the Preliminary Approval Order, the Settlement Administrator shall establish a dedicated post office box address and the toll-free telephone number as contemplated herein.

7.6 For purposes of distribution of BTGCA net assets in this Action and under applicable dissolution statutes, the BTGCA's Grower Member membership list for the 2015-2019 Crop years might not include all persons otherwise eligible to be considered BTGCA Grower Member. Therefore, in order to ensure that all Putative Settlement Class Members (who are not otherwise a Settlement Class Member) have reasonable and adequate notice and time to certify their status as a Settlement Class Member, and by reason without limitation of the circumstances described in this Section, these procedures are established for Putative Settlement Class Members to certify their status as BTGCA Grower Member become a Settlement Class Member:

a. In order to become a Settlement Class Member, a Putative Class Member, shall during the Objection Period and before the expiration of the Objection Period submit the following documentation to the Settlement Administrator for subsequent review and consideration and determination by the BTGCA Dissolution Committee in its sole and unreviewable discretion and

determination as to whether such Putative Settlement Class Member is, or is not, a BTGCA Grower Member (i) a Farm Service Agency Form 578 for any Crop Year from 2015 to 2019, OR (ii) a signed contract, bill of sale, check stub, or bank deposit from a receiving station evidencing the production and/or marketing of burley tobacco for any Crop Year FROM 2015 to 2019, OR (iii) evidence of federal crop insurance on for burley tobacco production for any Crop Year from 2015 to 2019.

b. A Putative Settlement Class Member who fails to strictly and timely comply with the provisions of Section 7.6 shall waive and forfeit any and all rights to have certified its/his/her status as a BTGCA Grower Member and thus a Settlement Class Member, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

8.0 No Opt-Out Procedures. By reason of the Court making the adjudications and declaratory findings and rulings as set forth in Section 4.0, no past or present member of the BTGCA, other than the Settlement Class, has any right or interest to expect or to claim any property right or share of assets (net or otherwise) of the BTGCA, to the proceeds of judgment or settlement from Claims against the BTGCA or the BTGCA Parties, or to the proceeds of judgment or settlement from any claims or causes of action that the BTGCA might have against any other person or entity. Therefore, no Settlement Class Member need or should have any right to opt-out from this Partial Settlement but may register objections to the proposed Partial Settlement in accordance herewith.

9.0 Objection Procedures.

9.1 Any Settlement Class Member who desires to object to the Partial Settlement, the Fee Application and/or the Service Awards shall serve its/his/her objection on Class Counsel and file its/his/her objection with the Court by hand delivery, or express or U.S. Mail postage prepaid to the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, on or before the expiration of the Objection Period. All objections must set forth: the caption/style of this Action; the objector's full name, address, telephone number, and e-mail address; a statement of the basis on which the objector claims to be a Settlement Class Member; a statement of all grounds for the objection, accompanied by any legal support for the objection; any evidence the objecting Settlement Class Member wishes to introduce in support of the objection; the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Partial Settlement, the Fee Application, and/or Service Awards; a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing; a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and the objector's signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

9.2 Except as otherwise ordered by the Court, any Settlement Class Member who fails to strictly comply with the provisions of this Section 9.0 shall waive and forfeit any and all rights

the Settlement Class Member may have to appear separately and/or to object to the Partial Settlement, the Fee Application and/or the Service Awards, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

10.0 Partial Release. As of the Effective Date, the Partially Releasing Parties, each on behalf of itself, himself or herself and on behalf of its/his/her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have (i) partially and irrevocably released and forever discharged for all time, the BTGCA of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable solely for the judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the members of the BTGCA, and (ii) expressly reserved and not released the BTGCA or BTGCA's past or present officers, directors, employees or agents of or from any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including Partially Releasing Parties' direct, joint or several derivative or other claims, however they may exist or arise, against the BTGCA or BTGCA's past or present officers, directors, employees and all Insurance Carriers; *provided, however, such reservation is subject to the Forbearance Covenant.*

11.0 Attorneys' Fees, Costs and Expenses and Service Awards.

11.1 Class Counsel may file an application (the "Fee Application") with the Court (i) seeking an award of reasonable attorneys' fees, not to exceed twenty-five percent (25%) of the BTGCA Dissolution Proceeds (such amount being the "Class Counsel Fees"), (ii) seeking reimbursement of Class Counsel's reasonable costs and expenses as a lump sum (such amount being "Class Counsel Costs/Expenses"), and (iii) requesting service awards of \$5,000.00 as a lump sum to each of the Class Representatives: Mitch Haynes, Scott Haynes, Penny Greathouse, and Greg Craddock (the "Service Awards"). Class Counsel Costs/Expenses and Service Awards, in such amounts as approved by the Court, shall be paid as a lump sum from the BTGCA Dissolution Proceeds prior to calculating the per capita distribution amount to each Settlement Class Member. Class Counsel Fees, as a percentage approved by the Court, shall be paid as a lump sum from the BTGCA Dissolution Proceeds prior to calculating the per capita distribution amount to each Settlement Class Member as, when and at each time the Settlement Administrator shall make a distribution to the Settlement Class. Neither Class Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement.

11.2 The BTGCA, and its Board of Directors and committees in their capacity as such, shall not corporately oppose any motion by Class Counsel for an award of attorneys' fees of no more than twenty-five percent (25%) of the BTGCA Dissolution Proceeds, reimbursement of reasonable Class Counsel Costs/Expenses and Service Awards of \$5,000.00 to each Plaintiff and to Craddock. The BTGCA agrees that it will not appeal the amount of any award of attorneys'

fees, costs or Service Awards so long as the amounts awarded do not exceed an award of attorneys' fees of no more than twenty-five percent (25%) of the BTGCA Dissolution Proceeds and reimbursement of reasonable expenses and Service Awards of \$5,000.00 to each Class Representative. The BTGCA reserves the right to object to a Fee Application that exceeds the terms outlined in Section 12.1. Nothing contained herein shall prevent any director or officer of the BTGCA, in his individual member capacity, and not acting under color of the BTGCA or in any capacity as a representative of the BTGCA, from opposing the Fee Application or request for Service Awards. Nothing herein shall prohibit individual members of BTGCA, including any director or officer, from filing objections in the member's name in accordance with Section 10.0.

11.3 Class Counsel must file the Fee Application and request for the Service Awards with the Court and deliver it to the Settlement Administrator for posting on the Settlement Website not later than twenty-one (21) days following entry of the Preliminary Approval Order. The Settlement Administrator is responsible and shall promptly post the Fee Application and request for Service Awards on the Settlement Website.

12.0 Termination of Partial Settlement. This Partial Settlement may be terminated by either Named Plaintiffs, Named Defendant, or the BTGCA by serving on counsel for the opposing Party and filing with the Court a written Notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and the BTGCA) after any of the following occurrences:

- a. The Court refuses to grant Preliminary Approval of this Agreement in any material respect;
- b. The Court refuses to grant final approval of this Agreement in any material respect;
- c. The Kentucky Court of Appeals or Supreme Court modifies the Final Judgment or reverses it in any material respect; or
- d. The Effective Date does not occur.

13.0 Conditions of Partial Settlement. This Partial Settlement Agreement is expressly conditioned on and subject to each of the following conditions and, except as provided in Section 12.0, shall be null and void and of no force and effect, cancelled and terminated unless the Court enters a Final Approval Order; and the Final Approval Order becomes Final.

14.0 Effect of Termination.

14.1 The grounds upon which this Agreement may be terminated are set forth in Section 12.0. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of the BTGCA's obligations under the Agreement shall cease to be of any force and effect, the amounts in the Settlement Administration Account, if any, shall be returned to the BTGCA; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. Either party may, at any time after the termination of this Agreement, move the Court to lift the stay of proceedings. In addition, in the event of such a termination, all of the

Parties' respective pre-Partial Settlement claims and defenses will be preserved, including, but not limited to, Named Plaintiffs' and Named Defendants' right to seek class certification and the BTGCA's right to oppose class certification. In the event of a termination as provided in Section 12.0, the Settlement Administrator shall return the balance, if any, of the Settlement Administration Account to the BTGCA within seven (7) days of receiving Notices of the termination.

14.2 In the event the Partial Settlement is terminated in accordance with the provisions of Section 12.0, any discussions, offers, or negotiations associated with this Partial Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

14.3 The Partial Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions of Section 12.0.

15.0 Contact With Settlement Class Members. Settlement Class Counsel recognizes that the Settlement Class includes current and former BTGCA employees and Settlement Class Counsel consents to the BTGCA communicating with any Settlement Class Member, including in connection with the subject matter of this Partial Settlement Agreement.

16.0 Notice of Satisfaction of the Action. Named Plaintiffs and Named Defendants, on behalf of themselves and the Settlement Class Members, consent to the filing of Notice of Satisfaction of the Action with prejudice upon the BTGCA Dissolution Proceeds having been fully paid and distributed as provided for herein and the dissolution of the BTGCA having been finally occurred.

17.0 Miscellaneous Provisions.

17.1 Entire Agreement. This Agreement and the Exhibits constitute the entire agreement among the Parties and supersede any prior agreements among the Parties with respect to the subject matter hereof. All of the Exhibits referred to herein shall be incorporated by reference as though fully set forth herein. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Agreement or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

17.2 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

17.3 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

17.4 Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be

resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notices Program and the Settlement Administrator. As part of its agreement to render services in connection with this Partial Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

17.5 Amendment. This Agreement may be amended, modified, or waived only by a written instrument signed by counsel for all Parties hereto or their successors in interest or their duly authorized representatives.

17.6 Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

17.7 Deadlines. If any deadline set forth in this Agreement or the Exhibits hereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

17.8 No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the Sections of this Agreement shall be resolved in favor of the text.

17.9 Notices. Notices in relation to this Agreement shall be provided as follows

a. All notices to Settlement Class Counsel provided for herein, shall be sent by email and overnight mail to:

Robert E. Maclin, III, Esq.
McBrayer PLLC
201 E. Main Street, Suite 900
Lexington, Kentucky 40507
remaclin@mcbayerfirm.com
jblandford@mcbayerfirm.com
dstaples@mcbayerfirm.com
egreen@mcbayerfirm.com

John N. Billings, Esq.
Billings Law Firm, PLLC
145 Constitution Street
Lexington, Kentucky 40507-2112
nbillings@blfky.com
cthacker@blfky.com
rdieffenbach@blfky.com

b. All notices to the BTGCA Counsel provided for herein, shall be sent by email and overnight mail to:

Kevin G. Henry, Esq.
Charles D. Cole, Esq.
Sturgill, Turner, Barker & Maloney PLLC
333 West Vine Street, Suite 1500
Lexington, Kentucky 40507
khenry@sturgillturner.com
ccole@sturgillturner.com

Charles E. English, Esq.
D. Gaines Penn, Esq.
English Lucas Priest & Owsley
1101 College Street
Bowling Green, Kentucky 42101
cenglish@elpolaw.com
gpenn@elpolaw.com

c. The Notices recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notices Program.

18.0 Representations And Warranties.

18.1 Parties Authorized to Enter into Agreement. Settlement Class Representatives and the BTGCA represent and warrant that they are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Settlement Class Representative or the BTGCA covenants, warrants, and represents that he or she is and has been fully authorized to do so by the Settlement Class Representative or the BTGCA. Each Settlement Class Representative and the BTGCA hereto further represent and warrant that they intend to be bound fully by the terms of this Agreement. Plaintiffs and Craddock and Settlement Class Counsel represent and warrant that Plaintiffs and Craddock are Settlement Class Member and that none of the Plaintiffs' and Craddock's claims or causes of action that is or could have been asserted in the Action have been assigned, encumbered, or otherwise transferred in any manner in whole or in part.

18.2 Arm's-Length Negotiations. The Parties represent and agree that the terms of the Partial Settlement were negotiated at arm's-length and in good faith by the Parties and reflect a Partial Settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

18.3 Best Efforts. The Parties and their respective counsel of record agree that they will use their reasonable best efforts to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required by this Agreement (including, but not limited to, using their best efforts to resolve any objections raised to the Partial Settlement); provided, however, that the BTGCA shall have no obligation to file briefs or otherwise advocate in favor of the Fee Application referenced in Section 12.0, and, pursuant to the terms in Section 12.2, the BTGCA shall take no

position as to the Fee Application.

18.4 Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.

18.5 Insurance - No Representations. The BTGCA, and its past and present officers, directors and employees, make no representations or warranties about any insurance coverage under any Insurance Policies for any monetary claims now or hereafter asserted by Named Plaintiffs, Named Defendant, Class Representatives, or other members or any Dissolution Committee of the BTGCA against the BTGCA and/or any present and past officers, directors, or employees of the BTGCA. The BTGCA has timely reported all demands and filed or threatened civil Complaints from the McBrayer Law Firm and the Billings Law Firm, PLLC to all Insurance Carriers. Nothing in this Agreement shall interfere with the BTGCA's and its past and present officers', directors' and employees' obligation(s) under such Insurance Policies to cooperate with any Insurance Carrier with regard to the defense of any claim(s) not released herein for which there is insurance coverage.

18.6 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Section 10.0, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

18.7 Time Periods. The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Settlement Class Counsel and the BTGCA's Counsel.

18.8 Governing Law. This Agreement is intended to and shall be governed by the laws of the State of Kentucky without regard to its choice of law principles.

18.9 No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

18.10 Press. Except as required by law, this document, the order of the Court in the Action or any other disclosure obligations, the Parties, and the Parties' counsel, shall not issue any press

releases or make any media statements about this case or the Partial Settlement except as mutually agreed upon in writing. Nothing in this agreement prohibits Settlement Class Counsel from including this Partial Settlement and information on the Partial Settlement on their website, social media accounts or in the Firm resume or other similar materials used by the firm after entry of the Final Approval Order.

18.11 Agreement Binding on Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Class (and, in the case of the releases, all Released Parties) and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing Persons and upon any corporation, partnership, or other entity into or with which any party may merge, consolidate, or reorganize.

18.12 Enforcement. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the Court in which this Action is pending.


18.13 Execution in Counterparts. This Agreement shall become effective upon its execution by all of the Parties' attorneys. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

18.14 Signatures. Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will constitute sufficient execution of this Agreement.


18.15 Time is of the Essence. Time shall be of the essence in the parties' respective performance of their obligations herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set

Haynes Properties, LLC, a Kentucky limited liability company

By: 

Mitch Haynes, Member



Mitch Haynes and Scott Haynes
dba Alvin Haynes & Sons




Mitch Haynes and Scott Haynes
dba Alvin Haynes & Sons

S&GF Management, LLC

By: 
Penny Greathouse


Greg Craddock

Burley Tobacco Growers Cooperative Association, a Kentucky Corporation

By: 
Al Pedigo, President

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Exhibit A

June __, 2020

NOTICE OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENT

***HAYNES PROPERTIES, LLC, ET AL. V. BURLEY TOBACCO GROWERS
COOPERATIVE ASSOCIATION,
FAYETTE CIRCUIT COURT, CIVIL ACTION NO. 20-CI-00332***

TO: GROWER MEMBERS OF THE BURLEY TOBACCO GROWERS COOPERATIVE ASSOCIATION (“BTGCA”) DURING THE 2015-2019 CROP YEARS (I) AS SET FORTH ON THE BTGCA GROWER MEMBER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS, AND (II) AS DETERMINED BY THE BTGCA DISSOLUTION COMMITTEE, IN ITS SOLE AND EXCLUSIVE DISCRETION, THOSE OTHER PRODUCERS OF BURLEY TOBACCO WHO SHARED IN THE RISK OF PRODUCING AND MARKETING BURLEY TOBACCO IN THE STATES OF INDIANA, KENTUCKY, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS.

* * * * *

THE TERMS SET FORTH IN THIS NOTICE AFFECT YOUR RIGHTS — PLEASE READ THEM CAREFULLY. SETTLEMENT CLASS MEMBERS, AS DEFINED HEREIN, ARE ENTITLED TO RECEIVE BENEFITS UNDER THIS CLASS ACTION SETTLEMENT *PROVIDED YOU TIMELY SUBMIT A W-9 AS REQUIRED*. SETTLEMENT CLASS MEMBERS’ RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THOSE RIGHTS AND OPTIONS—ARE EXPLAINED IN THIS NOTICE.

THE PURPOSE OF THIS NOTICE: This Notice is being sent pursuant to an Order issued by the Honorable Julie Muth Goodman of the Fayette Circuit Court, Fourth Division, of the Commonwealth of Kentucky, who is overseeing this case, *Haynes Properties, LLC, et al. v. Burley Tobacco Growers Cooperative Association*, Fayette Circuit Court, Case No. 20-CI-00332 (the “Action”). Haynes Properties, LLC, Mitch and Scott Haynes dba Alvin Haynes & Sons, and S&GF Management, LLC (Penny Greathouse, et al.), whom originally brought the Action on behalf of themselves and others similarly situated, are called “Named Plaintiffs”. The BTGCA is the “Defendant” in this Action. Greg Craddock, on behalf of himself and others similarly situated is the “Named Defendant” in the Action.

PURPOSE OF THIS NOTICE: This Notice provides information as to (i) the terms of the proposed Partial Settlement, as defined herein, reached in the Action and (ii) the Final Approval Hearing to be held by the Court at __ a/p.m., on _____ in Courtroom __ (or such other courtroom as the Court Administrator may so designate) at the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507, at which time the Court will consider (a) whether the proposed Partial Settlement is fair, reasonable, and adequate, and (b) consider Settlement Class Counsel’s Fee Application for attorneys’ fees and costs and expenses, and the proposed Service Awards for the Class Representatives.

To review and understand the terms and conditions of the proposed Partial Settlement, you may:

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NTIM : 000042 of 000084

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- Go to [www.insert URL](#) and read the notice at that Site and see the Stipulation and Agreement of Partial Settlement, which located as a part of that Site;
- Read the summary set forth in this Notice;
- Contact American Legal Claims Services, LLC who serves as the Settlement Administrator at 888-_____ or _____; or
- visit the office of the Fayette Circuit Court Clerk, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT TELEPHONE THE FAYETTE CIRCUIT COURT CLERK OR JUDGE'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE PROCESSES SET FORTH HEREIN.**

CLASS ACTION EFFICIENCIES: There are approximately 3,000 to 4,000 Grower Members of the BTGCA during the 2015-2019 Crop Years. The property rights and interests of each Grower Member are equal, as set forth in the Articles of Organization filed in 1922, include, without limitation, the rights: (i) to seek the dissolution of the BTGCA; (ii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA; (iii) to assert claims against the BTGCA and its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers and independent contractors of the BTGCA, and the predecessors, successors, and assigns of each of them ("BTGCA Parties"); and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.

A resolution by and through a class action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure (CR) (where one or more individuals, as class representative(s), represent the rights and interests of BTGCA Grower Members by and through one set of experienced attorneys) is more practical and cost-efficient than having or requiring each BTGCA Grower Member to separately assert its/his/her own rights, interests and claims and retain its/his/her own attorney(s). Named Plaintiffs and Named Defendant have been approved as the Class Representatives in the Action.

Named Plaintiffs and Named Defendant, respectively, each engaged McBrayer PLLC and Billings Law Firm, PLLC (together with McBrayer PLLC, "Settlement Class Counsel") to represent them. McBrayer PLLC and its attorneys have experience in the prosecution of class actions, such as the Action, common fund litigation and other complex litigation, including prior litigation against the BTGCA, and include attorneys who are farmers who have extensive history and experience with burley tobacco production. Billings Law Firm, PLLC and its attorneys have experience in the defense of asserted class actions, common fund litigation and other complex litigation. Named Plaintiffs, Named Defendant and other BTGCA Grower Members during the 2015-2019 Crop Years are the Settlement Class Members.

The BTGCA's principal office is located in Fayette County, Kentucky. One court, the Fayette Circuit Court, being an appropriate venue and having jurisdiction over the BTGCA, will resolve all issues for the Settlement Class Members: (i) in order to avoid inconsistent or varying

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adjudications, which could establish incompatible standards of conduct for the BTGCA and the BTGCA Parties, as defined herein, (ii) in order to avoid adjudications, which could as a practical matter be dispositive of the interests of other members not parties to such adjudications or substantially impair or impede their ability to protect their interests; and/or (iii) because the BTGCA has allegedly acted or refused to act on grounds generally applicable to the class, making appropriate finality of all issues involving the BTGCA. Common questions of law and fact common to the Settlement Class Members predominate over any questions affecting individual members, and a class is superior to other available methods for the fair and efficient adjudication of the controversy, and therefore resolution of this matter by a class action settlement is in the best interests of the BTGCA and the Settlement Class Members.

THIS ACTION: Named Plaintiffs and Named Defendant, both individually and on behalf all others similarly situated, have asserted, without limitation, claims for (i) judicial and/or voluntary dissolution of the BTGCA pursuant to applicable law, and (ii) damages by reason of violations and breaches by BTGCA and its directors, officers and employees of various violations of their statutory, contractual, common law and fiduciary duties to the BTGCA Grower Members.

The BTGCA, on behalf of itself and its directors, officers, and employees, maintains that they have meritorious defenses, and is prepared to vigorously defend the Action and claims asserted therein. The Settlement is not an admission of wrongdoing or an indication that the BTGCA has violated any laws or any of its duties; rather, the Settlement is intended to resolve all disputed claims, benefit the BTGCA Grower Members, and avoid the risk, cost, expense, delay and uncertainty of litigation and appeals therefrom.

THE RESOLUTION OF THIS ACTION AND SURROUNDING CLAIMS: The Court has not decided in favor of either Named Plaintiffs or Named Defendant, either individually or on behalf of all others similarly situated, or the BTGCA and its directors, officers, and employees. Instead, all sides after extensive informal and formal exchange and review of documents, interviews, meetings with Grower Members, and negotiations before and with a neutral, third-party mediator agreed to this Settlement. The Settlement avoids the costs, expenses, delay and uncertainty of litigation and appeals therefrom, while providing benefits to the Settlement Class Members. The Class Representatives and Settlement Class Counsel believe the Settlement is in the best interests of Named Plaintiffs, Named Defendant and Settlement Class Members.

THE “SETTLEMENT”:

NAMED PLAINTIFFS, NAMED DEFENDANT, THE BTGCA, AND ITS DIRECTORS AND ITS OFFICERS, ENCOURAGE ALL PERSONS WHO QUALIFY AS MEMBERS OF THE SETTLEMENT CLASS TO SUPPORT, CONSENT TO AND ACCEPT THE SETTLEMENT.

THE COURT MUST STILL DECIDE WHETHER, OR NOT, TO APPROVE THE SETTLEMENT. NO BENEFITS WILL BE PROVIDED AND NO PAYMENTS MADE UNTIL THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT AT THE FINAL APPROVING HEARING AND ALL APPEALS, IF ANY, ARE RESOLVED.

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ASSUMING THE COURT APPROVES THE SETTLEMENT, A FINAL APPROVAL ORDER SHALL BE ENTERED PURSUANT TO KRS 418.040 AND CR 57 AND SHALL INCLUDE, WITHOUT LIMITATION, THE FOLLOWING MATERIAL TERMS:

1. A final judgment, adjudication, and declaration as a matter of law pursuant to KRS 418.040 and CR 57, in accordance with Section VI of the 1922 Articles of Incorporation of BTGCA, applicable provisions of KRS Chapter 272 (specifically including, but without limitation to, KRS 272.325(3)), and KRS 412.070 (the common fund statute), that no past or present member(s) of the BTGCA, other than the Settlement Class Members as defined herein, hold or are entitled: (i) to seek the dissolution of the BTGCA; (ii) to assert claims against the BTGCA and/or the BTGCA Parties; (iii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA, and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.
2. A partial and final judgment, adjudication, and declaration that the BTGCA shall be dissolved in accordance with KRS 271B.14-300 and the net proceeds (“BTGCA Dissolution Proceeds”), after payment of Administrative Costs, Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as approved by the Court) and Service Awards, as approved by the Court, are to be paid and disbursed on a per capita basis to the respective members of the Settlement Class.
3. The establishment and designation of a dissolution committee to have the sole and exclusive jurisdiction and responsibility over the dissolution of the BTGCA and liquidation of the BTGCA (“BTGCA Dissolution Committee”) and the distributions thereof. Al Pedigo, Eddie Warren and Donald Mitchell, as appointees of the BTGCA, and Penny Greathouse, Mitch Haynes and Greg Craddock, as appointees of the Class Representatives, should be appointed and designated as the member of the BTGCA Dissolution Committee. The Court finds that as a preliminary matter, but subject to final approval, the Committee shall be governed and empowered as follows:
 - a. The actions of a majority of the Committee shall be required for the BTGCA Dissolution Committee to take action. A deadlock, if any, by the BTGCA Dissolution Committee as to any action shall first be mediated with Hon. Robert F. Houlihan, Jr., and if no resolution shall be reached by mediation, the dispute shall be arbitrated solely by Mr. Houlihan.
 - b. All assets, claims and property of the BTGCA shall be placed with and come under the sole and exclusive jurisdiction and control of the BTGCA Dissolution Committee within two (2) business days of the entry of Final Approval Order.
 - c. The BTGCA Dissolution Committee shall be charged with and shall have all powers and authorities of a dissolution committee under Kentucky law, and shall undertake such actions to wind up and dissolve the BTGCA as the BTGCA Dissolution Committee deems may be reasonable and necessary as set forth in the

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Partial Settlement Agreement, and to be enumerated in the Final Approval Order.

4. The Special Meeting demanded by certain members of the BTGCA is obviated by this Settlement and the judgment, adjudication and declaration to be entered as set forth above, and no Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law is required to occur.
5. Pursuant to CR 23, creates, adoption and approval of a “Settlement Class”, which shall consist of and be defined as:

All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years (determined with reference to KRS 272.325(3)) (i) as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, and (ii) as determined by the BTGCA Dissolution Committee, in its sole and exclusive discretion, to be a producer in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years, and who submits certification documentation pursuant to Section 2 of the BTGCA’s Bylaws before the expiration of the Objection Period.

6. All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years are automatically Settlement Class Members, with the only requirement to receive a per capita distribution of each Distribution Amount being to timely submit a completed IRS Form W-9 within 30 days of entry of the Final Order.
7. Subject to determination of the BTGCA Dissolution Committee in its sole and exclusive discretion, those producers in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years (but who is NOT on the BTGCA Grower Member membership list for the 2015-2019 Crop Years), AND who submits certification documentation pursuant to Section 2 of the BTGCA’s Bylaws *before the expiration of the Objection Period to the Settlement Administrator* AND who also timely submit a completed IRS Form W-9 within 30 days of entry of the Final Order, shall also be Settlement Class Members and entitled to receive a per capita distribution of each Distribution Amount.
8. Authorizes the BTGCA Dissolution Committee to exercise the powers and authorities set forth in the Stipulation and Agreement of Settlement, including without limitation:
 - a. distributing One Million, Five Hundred Thousand and no/00 Dollars (\$1,500,000.00) of and from the BTGCA assets to a farming-related non-profit entity, existing or to be formed, approved by the BTGCA Board of Directors, whose mission shall include (i) serving and acting as a liaison on behalf of tobacco growers of all types of tobacco with tobacco leaf dealers and tobacco purchasers, (ii)

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- advocacy for producers/growers and land owners involved in the production of all types of tobacco, and (iii) other services and support of education and research beneficial to growers of all types of tobacco (herein the “Tobacco Liaison/Advocacy Nonprofit”);
- b. discharging the BTGCA liabilities (or make provision for discharge) including but not limited to paying, satisfying, settling, or compromising taxes, debts, expenses, liabilities, and obligations of the BTGCA and contingent, conditional or unmatured contractual claims against the BTGCA, and defending lawsuits against the BTGCA (the “BTGCA Liabilities”); and
 - c. Paying, after the payment to the Tobacco Liaison/Advocacy Nonprofit and after discharging the BTGCA Liabilities, both as set forth above, the net assets remaining of the BTGCA (the “Net Assets”) in such increments and in such amounts as the BTGCA Dissolution Committee shall determine in its discretion to the Settlement Administrator for distribution to the Settlement Class.
9. After payment of Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as a lump sum approved by the Court), and Service Awards (as a lump sum approved by the Court), the Settlement Administrator shall pay and disburse the remaining amount of Settlement to the Settlement Class Members on a per capita basis (each such distribution, less the Settlement Class Counsel Fees, Settlement Class Counsel Costs/Expenses, and Service Awards, being a “Distribution Amount”).
10. Only the claims regarding a judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the Settlement Class Members are released by the Partial Settlement. Any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including, without limitation, direct, indirect, joint or several, derivative or other claims, however they may exist or arise, against the BTGCA or the BTGCA Parties, expressly are reserved and are not released; *provided, however, that such reservation is subject to a covenant not to execute judgment on, and to forebear from execution of judgment against, the BTGCA and its past and present officers, directors and employees over, above, except and other than to the extent of available insurance coverage, including, without limitation, as provided by the Navigators Policy, as more particularly set forth in the Partial Settlement Agreement.*
11. By reason of the Court making the final judgment, adjudications, and declarations set forth above, no past or present member of the BTGCA, other than the Settlement Class, has any right or interest to expect or to claim any property right or share of assets (net or otherwise) of the BTGCA, to the proceeds of judgment or settlement from Claims against the BTGCA or the BTGCA Parties, or to the proceeds of judgment or settlement from any claims or causes of action that the BTGCA might have against any other person or entity. Therefore,

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no Settlement Class Member need or should have any right to opt-out from this Settlement, but may register objections to the proposed Settlement in accordance herewith.

SETTLEMENT CLASS COUNSEL FEES AND COSTS/EXPENSES, AND SERVICE AWARDS:

Settlement Class Counsel will file an application (the “Fee Application”) with the Court for (i) an award of reasonable attorneys’ fees, not to exceed twenty-five percent (25%) of the BTGCA Dissolution Proceeds (such amount being the “Settlement Class Counsel Fees”), (ii) reimbursement of Settlement Class Counsel’s reasonable costs and expenses as a lump sum (such amount being “Settlement Class Counsel Costs/Expenses”), and (iii) service awards of \$5,000.00 as a lump sum to each of the Class Representatives: Mitch Haynes, Scott Haynes, Penny Greathouse, and Greg Craddock (the “Service Awards”). Settlement Class Counsel Costs/Expenses and Service Awards, in such amounts as approved by the Court, shall be paid as a lump sum from the next Distribution Amount prior to calculating the per capita Distribution Amount to each Settlement Class Member. Settlement Class Counsel Fees, as a percentage approved by the Court, shall be paid as a lump sum from the next Distribution Amount prior to calculating the per capita Distribution Amount to each Settlement Class Member as, when and at each time the Settlement Administrator shall make a distribution to the Settlement Class.

Neither Settlement Class Counsel’s Fee Application, nor any individual’s entitlement to a Service Award, shall be conditioned in any way upon such individual’s support for this Agreement. The Court will decide the amount of reasonable Settlement Class Counsel Fees, Settlement Class Counsel Costs/Expenses, and Service Awards. The Fee Application and request for Service Awards shall be filed not later than twenty-one (21) days following entry of the Preliminary Approval Order, and will be posted on www. insert URL within one (1) business day of the filing of same.

THE FINAL APPROVAL HEARING ON THE SETTLEMENT AND FEE APPLICATION:

The Final Approval Hearing on the Partial Settlement, the Fee Application, and Service Awards will be held by the Court at a.m., on ____ in Courtroom __ (or such other courtroom as the court administrator may so designate) at the Robert F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check www. insert URL to confirm the date and time of the Final Approval Hearing. You do not have to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to the Final Approval Hearing at your own expense. In order to object to any part or all of the Settlement, the Fee Application, and/or Service Awards, you must strictly comply with Procedures for Objection set forth in the Stipulation and Agreement of Partial Settlement and as set forth herein.

PROCEDURES FOR OBJECTING TO THE SETTLEMENT AND FEE APPLICATION:

Any Settlement Class Member who desires to object to the Partial Settlement, the Fee Application, and/or the Service Awards shall (i) file its/his/her objection with the Court and (ii) serve its/his/her

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objection on Settlement Class Counsel, by hand-delivery, or express or U.S. mail service to the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, on or before _____ (the “Objection Period”) [being 42 days after the Preliminary Approval Order.].

All objections must set forth: the caption/style of this Action; the objector’s full name, address, telephone number, and e-mail address; a statement of the basis on which the objector claims to be a Settlement Class Member; a statement of all grounds for the objection, accompanied by any legal support for the objection; any evidence the objecting Settlement Class Member wishes to introduce in support of the objection; the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement, the Fee Application, and/or Service Awards; a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing; a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and the objector’s signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney’s signature is not sufficient).

Except as otherwise ordered by the Court, any Settlement Class Member who fails to strictly comply with these procedures for objection to the Partial Settlement, the Fee Application, and/or Service Awards shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement, the Fee Application, and/or Service Awards and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

PROCEDURE TO RECEIVE A PER CAPITA DISTRIBUTION:

IF YOU ARE A GROWER MEMBER ALREADY INCLUDED ON THE BTGCA GROWER MEMBERSHIP LIST FOR THE 2015-2019 CROP YEARS	
<p>FILL OUT AND RETURN A COMPLETED IRS FORM W-9 TO THE SETTLEMENT ADMINISTRATOR</p> <p>DEADLINE: WITHIN 30 DAYS OF ENTRY OF THE COURT’S FINAL APPROVAL ORDER.</p>	<p>You are automatically part of the Settlement Class once you timely complete and return an IRS Form W-9 (which is included herewith) to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL).</p> <p>You will receive a per capita distribution of the Distribution Amount, after payment of Settlement Class Counsel Fees, Costs/Expenses and the Service Awards to the</p>

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	<p>Class Representatives. You will give up the right to sue, continue to sue, or be part of another lawsuit against the BTGCA and/or the BTGCA Parties. Your tax identification number will be kept confidential under Court Order.</p>
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<p>IF YOU ARE <u>NOT</u> ON THE BTGCA GROWER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS <u>BUT</u> WERE A PRODUCER OF BURLEY TOBACCO IN THE STATES OF INDIANA, <u>KENTUCKY</u>, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS</p>	
<p>(1) FILL OUT AND RETURN THE FOLLOWING A COMPLETED IRS FORM W-9.</p> <p>DEADLINE: WITHIN 30 DAYS OF ENTRY OF THE COURT’S FINAL APPROVAL ORDER.</p> <p><u>AND</u></p> <p>(2) SUBMIT THE FOLLOWING DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR FOR SUBSEQUENT REVIEW AND CONSIDERATION AND DETERMINATION BY THE BTGCA DISSOLUTION COMMITTEE IN ITS SOLE AND EXCLUSIVE DISCRETION AND DETERMINATION AS TO WHETHER YOU ARE, OR ARE NOT, A BTGCA GROWER MEMBER DURING THE 2015-2019 CROP YEARS:</p> <p>(A) A FARM SERVICE AGENCY FORM 578 FOR ANY CROP YEAR FROM 2015 TO 2019, <u>OR</u></p> <p>(B) A SIGNED CONTRACT, BILL OF SALE, CHECK STUB, OR BANK</p>	<p>You are <u>NOT</u> automatically part of the Settlement Class until you BOTH (1) you timely complete and return an IRS Form W-9 (which is included herewith) to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL), and (2) provide certification documentation that that you were a producer of burley tobacco in the states of Indiana, Kentucky, Missouri, Ohio or West Virginia to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL).</p> <p>You will receive a per capita distribution of the Distribution Amount, after payment of Settlement Class Counsel Fees, Costs/Expenses and the Service Awards to the Class Representatives. You will give up the right to sue, continue to sue, or be part of another lawsuit against the BTGCA and/or the BTGCA Parties. Your tax identification number will be kept confidential under Court Order.</p>

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<p>DEPOSIT FROM A RECEIVING STATION EVIDENCING THE PRODUCTION AND/OR MARKETING OF BURLEY TOBACCO FOR ANY CROP YEAR FROM 2015 TO 2019, <u>OR</u></p> <p>(C) EVIDENCE OF FEDERAL CROP INSURANCE ON FOR BURLEY TOBACCO PRODUCTION FOR ANY CROP YEAR FROM 2015 TO 2019.</p> <p>DEADLINE: OR BEFORE _____ (being the 42 days following Preliminary Approval Order)</p>	
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VERIFICATION OF BTGCA MEMBERSHIP STATUS AND BEING A MEMBER OF THE SETTLEMENT CLASS:

You may confirm whether you are already a Settlement Class Member (subject to the requirement to still submit a W-9 by the deadline set forth above) by reviewing the BTGCA Grower Member membership list for the 2015-2019 Crop Years, which can be found at www.____insert URL_____.

If you are NOT already on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, YOU MUST SUBMIT BOTH the W-9 by the deadline set forth above AND the certification documentation for membership to the Settlement Administrator by the deadline set forth above.

INSTRUCTIONS FOR (1) ONLINE SUBMISSION OF COMPLETED IRS FORM W-9 AND (2) SUBMISSION OF DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR FOR SUBSEQUENT REVIEW AND CONSIDERATION AND DETERMINATION BY THE BTGCA DISSOLUTION COMMITTEE IN ITS SOLE AND EXCLUSIVE DISCRETION AND DETERMINATION AS TO WHETHER YOUR ARE OR ARE NOT, A BTGCA GROWER MEMBER DURING THE 2015-2019 CROP YEARS.

You may submit a completed IRS Form W-9 and documentation as set forth above to support a claim that you are a BTGCA Grower Member to the Settlement Administrator at www._____(insert URL)_____.

QUESTIONS:

Contact American Legal Claims Services, LLC, who serves as the Settlement Administrator at 888-____ or _____, or visit the office of the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Haynes – BTGCA - Mail Notice
Exhibit A

IRS FORM W-9:

Haynes – BTGCA - Website Notice

Exhibit B

_____, 2020

NOTICE OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENT

***HAYNES PROPERTIES, LLC, ET AL. V. BURLEY TOBACCO GROWERS
COOPERATIVE ASSOCIATION,
FAYETTE CIRCUIT COURT, CIVIL ACTION NO. 20-CI-00332***

TO: GROWER MEMBERS OF THE BURLEY TOBACCO GROWERS COOPERATIVE ASSOCIATION (“BTGCA”) DURING THE 2015-2019 CROP YEARS (I) AS SET FORTH ON THE BTGCA GROWER MEMBER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS, AND (II) AS DETERMINED BY THE BTGCA DISSOLUTION COMMITTEE, IN ITS SOLE AND EXCLUSIVE DISCRETION, THOSE OTHER PRODUCERS OF BURLEY TOBACCO WHO SHARED IN THE RISK OF PRODUCING AND MARKETING BURLEY TOBACCO IN THE STATES OF INDIANA, KENTUCKY, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS.

* * * * *

THE TERMS SET FORTH IN THIS NOTICE AFFECT YOUR RIGHTS — PLEASE READ THEM CAREFULLY. SETTLEMENT CLASS MEMBERS, AS DEFINED HEREIN, ARE ENTITLED TO RECEIVE BENEFITS UNDER THIS CLASS ACTION SETTLEMENT *PROVIDED YOU TIMELY SUBMIT A W-9 AS REQUIRED*. SETTLEMENT CLASS MEMBERS’ RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THOSE RIGHTS AND OPTIONS—ARE EXPLAINED IN THIS SITE.

THE ESTABLISHMENT OF THIS SITE: This Site has been established pursuant to an Order issued by the Honorable Julie Muth Goodman of the Fayette Circuit Court, Fourth Division, of the Commonwealth of Kentucky, who is overseeing this case, *Haynes Properties, LLC, et al. v. Burley Tobacco Growers Cooperative Association*, Fayette Circuit Court, Case No. 20-CI-00332 (the “Action”). Haynes Properties, LLC, Mitch and Scott Haynes dba Alvin Haynes & Sons, and S&GF Management, LLC (Penny Greathouse, et al.), whom originally brought the Action on behalf of themselves and others similarly situated, are called “Named Plaintiffs”. The BTGCA is the “Defendant” in this Action. Greg Craddock, on behalf of himself and others similarly situated is the “Named Defendant” in the Action.

PURPOSE OF THIS SITE: This Site provides notice and information as to (i) the terms of the proposed Partial Settlement, as defined herein, reached in the Action and (ii) the Final Approval Hearing to be held by the Court at ___ a/p.m., on _____ in Courtroom __ (or such other courtroom as the Court Administrator may so designate) at the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507, at which time the Court will consider (a) whether the proposed Partial Settlement is fair, reasonable, and adequate, and (b) consider Settlement Class Counsel’s Fee Application for attorneys’ fees and costs and expenses, and the proposed Service Awards for the Class Representatives.

To review and understand the terms and conditions of the proposed Partial Settlement, you may:

- Read the summary set forth in this Notice;
- See the Stipulation and Agreement of Partial Settlement, which is can be located here as a part of this Site, INSERT HYPERLINK;
- Contact American Legal Claims Services, LLC who serves as the Settlement Administrator at 888-____ or _____; or
- visit the office of the Fayette Circuit Court Clerk, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT TELEPHONE THE FAYETTE CIRCUIT COURT CLERK OR JUDGE'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE PROCESSES SET FORTH HEREIN.**

CLASS ACTION EFFICIENCIES: There are approximately 3,000 to 4,000 Grower Members of the BTGCA during the 2015-2019 Crop Years. The property rights and interests of each Grower Member are equal, as set forth in the Articles of Organization filed in 1922, include, without limitation, the rights: (i) to seek the dissolution of the BTGCA; (ii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA; (iii) to assert claims against the BTGCA and its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers and independent contractors of the BTGCA, and the predecessors, successors, and assigns of each of them ("BTGCA Parties"); and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.

A resolution by and through a class action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure (CR) (where one or more individuals, as class representative(s), represent the rights and interests of BTGCA Grower Members by and through one set of experienced attorneys) is more practical and cost-efficient than having or requiring each BTGCA Grower Member to separately assert its/his/her own rights, interests and claims and retain its/his/her own attorney(s). Named Plaintiffs and Named Defendant have been approved as the Class Representatives in the Action.

Named Plaintiffs and Named Defendant, respectively, each engaged McBrayer PLLC and Billings Law Firm, PLLC (together with McBrayer PLLC, "Settlement Class Counsel") to represent them. McBrayer PLLC and its attorneys have experience in the prosecution of class actions, such as the Action, common fund litigation and other complex litigation, including prior litigation against the BTGCA, and include attorneys who are farmers who have extensive history and experience with burley tobacco production. Billings Law Firm, PLLC and its attorneys have experience in the defense of asserted class actions, common fund litigation and other complex litigation. Named Plaintiffs, Named Defendant and other BTGCA Grower Members during the 2015-2019 Crop Years are the Settlement Class Members.

The BTGCA's principal office is located in Fayette County, Kentucky. One court, the Fayette Circuit Court, being an appropriate venue and having jurisdiction over the BTGCA, will resolve all issues for the Settlement Class Members: (i) in order to avoid inconsistent or varying adjudications, which could establish incompatible standards of conduct for the BTGCA and the BTGCA Parties, as defined herein, (ii) in order to avoid adjudications, which could as a practical

matter be dispositive of the interests of other members not parties to such adjudications or substantially impair or impede their ability to protect their interests; and/or (iii) because the BTGCA has allegedly acted or refused to act on grounds generally applicable to the class, making appropriate finality of all issues involving the BTGCA. Common questions of law and fact common to the Settlement Class Members predominate over any questions affecting individual members, and a class is superior to other available methods for the fair and efficient adjudication of the controversy, and therefore resolution of this matter by a class action settlement is in the best interests of the BTGCA and the Settlement Class Members.

THIS ACTION: Named Plaintiffs and Named Defendant, both individually and on behalf all others similarly situated, have asserted, without limitation, claims for (i) judicial and/or voluntary dissolution of the BTGCA pursuant to applicable law, and (ii) damages by reason of violations and breaches by BTGCA and its directors, officers and employees of various violations of their statutory, contractual, common law and fiduciary duties to the BTGCA Grower Members.

The BTGCA, on behalf of itself and its directors, officers, and employees, maintains that they have meritorious defenses, and is prepared to vigorously defend the Action and claims asserted therein. The Settlement is not an admission of wrongdoing or an indication that the BTGCA has violated any laws or any of its duties; rather, the Settlement is intended to resolve all disputed claims, benefit the BTGCA Grower Members, and avoid the risk, cost, expense, delay and uncertainty of litigation and appeals therefrom.

THE RESOLUTION OF THIS ACTION AND SURROUNDING CLAIMS: The Court has not decided in favor of either Named Plaintiffs or Named Defendant, either individually or on behalf of all others similarly situated, or the BTGCA and its directors, officers, and employees. Instead, all sides after extensive informal and formal exchange and review of documents, interviews, meetings with Grower Members, and negotiations before and with a neutral, third-party mediator agreed to this Settlement. The Settlement avoids the costs, expenses, delay and uncertainty of litigation and appeals therefrom, while providing benefits to the Settlement Class Members. The Class Representatives and Settlement Class Counsel believe the Settlement is in the best interests of Named Plaintiffs, Named Defendant and Settlement Class Members.

THE "SETTLEMENT":

NAMED PLAINTIFFS, NAMED DEFENDANT, THE BTGCA, AND ITS DIRECTORS AND ITS OFFICERS, ENCOURAGE ALL PERSONS WHO QUALIFY AS MEMBERS OF THE SETTLEMENT CLASS TO SUPPORT, CONSENT TO AND ACCEPT THE SETTLEMENT.

THE COURT MUST STILL DECIDE WHETHER, OR NOT, TO APPROVE THE SETTLEMENT. NO BENEFITS WILL BE PROVIDED AND NO PAYMENTS MADE UNTIL THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT AT THE FINAL APPROVING HEARING AND ALL APPEALS, IF ANY, ARE RESOLVED.

ASSUMING THE COURT APPROVES THE SETTLEMENT, A FINAL APPROVAL ORDER SHALL BE ENTERED PURSUANT TO KRS 418.040 AND CR 57 AND SHALL INCLUDE, WITHOUT LIMITATION, THE FOLLOWING MATERIAL TERMS:

1. A final judgment, adjudication, and declaration as a matter of law pursuant to KRS 418.040 and CR 57, in accordance with Section VI of the 1922 Articles of Incorporation of BTGCA, applicable provisions of KRS Chapter 272 (specifically including, but without limitation to, KRS 272.325(3)), and KRS 412.070 (the common fund statute), that no past or present member(s) of the BTGCA, other than the Settlement Class Members as defined herein, hold or are entitled: (i) to seek the dissolution of the BTGCA; (ii) to assert claims against the BTGCA and/or the BTGCA Parties; (iii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA, and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.
2. A partial and final judgment, adjudication, and declaration that the BTGCA shall be dissolved in accordance with KRS 271B.14-300 and the net proceeds (“BTGCA Dissolution Proceeds”), after payment of Administrative Costs, Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as approved by the Court) and Service Awards, as approved by the Court, are to be paid and disbursed on a per capita basis to the respective members of the Settlement Class.
3. The establishment and designation of a dissolution committee to have the sole and exclusive jurisdiction and responsibility over the dissolution of the BTGCA and liquidation of the BTGCA (“BTGCA Dissolution Committee”) and the distributions thereof. Al Pedigo, Eddie Warren and Donald Mitchell, as appointees of the BTGCA, and Penny Greathouse, Mitch Haynes and Greg Craddock, as appointees of the Class Representatives, should be appointed and designated as the member of the BTGCA Dissolution Committee. The Court finds that as a preliminary matter, but subject to final approval, the Committee shall be governed and empowered as follows:
 - a. The actions of a majority of the Committee shall be required for the BTGCA Dissolution Committee to take action. A deadlock, if any, by the BTGCA Dissolution Committee as to any action shall first be mediated with Hon. Robert F. Houlihan, Jr., and if no resolution shall be reached by mediation, the dispute shall be arbitrated solely by Mr. Houlihan.
 - b. All assets, claims and property of the BTGCA shall be placed with and come under the sole and exclusive jurisdiction and control of the BTGCA Dissolution Committee within two (2) business days of the entry of Final Approval Order.
 - c. The BTGCA Dissolution Committee shall be charged with and shall have all powers and authorities of a dissolution committee under Kentucky law, and shall undertake such actions to wind up and dissolve the BTGCA as the BTGCA Dissolution Committee deems may be reasonable and necessary as set forth in the Partial Settlement Agreement, and to be enumerated in the Final Approval Order.
4. The Special Meeting demanded by certain members of the BTGCA is obviated by this Settlement and the judgment, adjudication and declaration to be entered as set forth above, and no Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law is required to occur.

5. Pursuant to CR 23, creates, adoption and approval of a "Settlement Class", which shall consist of and be defined as:

All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years (determined with reference to KRS 272.325(3)) (i) as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, and (ii) as determined by the BTGCA Dissolution Committee, in its sole and exclusive discretion, to be a producer in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years, and who submits certification documentation pursuant to Section 2 of the BTGCA's Bylaws before the expiration of the Objection Period.

6. All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years are automatically Settlement Class Members, with the only requirement to receive a per capita distribution of each Distribution Amount being to timely submit a completed IRS Form W-9 within 30 days of entry of the Final Order.
7. Subject to determination of the BTGCA Dissolution Committee in its sole and exclusive discretion, those producers in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years (but who is NOT on the BTGCA Grower Member membership list for the 2015-2019 Crop Years), AND who submits certification documentation pursuant to Section 2 of the BTGCA's Bylaws before the expiration of the Objection Period to the Settlement Administrator AND who also timely submit a completed IRS Form W-9 within 30 days of entry of the Final Order, shall also be Settlement Class Members and entitled to receive a per capita distribution of each Distribution Amount.
8. Authorizes the BTGCA Dissolution Committee to exercise the powers and authorities set forth in the Stipulation and Agreement of Settlement, including without limitation:
- a. distributing One Million, Five Hundred Thousand and no/00 Dollars (\$1,500,000.00) of and from the BTGCA assets to a farming-related non-profit entity, existing or to be formed, approved by the BTGCA Board of Directors, whose mission shall include (i) serving and acting as a liaison on behalf of tobacco growers of all types of tobacco with tobacco leaf dealers and tobacco purchasers, (ii) advocacy for producers/growers and land owners involved in the production of all types of tobacco, and (iii) other services and support of education and research beneficial to growers of all types of tobacco (herein the "Tobacco Liaison/Advocacy Nonprofit");
 - b. discharging the BTGCA liabilities (or make provision for discharge) including but not limited to paying, satisfying, settling, or compromising taxes, debts, expenses, liabilities, and obligations of the BTGCA and contingent, conditional or unmatured contractual claims against the BTGCA, and defending lawsuits against the BTGCA

(the “BTGCA Liabilities”); and

- c. Paying, after the payment to the Tobacco Liaison/Advocacy Nonprofit and after discharging the BTGCA Liabilities, both as set forth above, the net assets remaining of the BTGCA (the “Net Assets”) in such increments and in such amounts as the BTGCA Dissolution Committee shall determine in its discretion to the Settlement Administrator for distribution to the Settlement Class.
9. After payment of Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as a lump sum approved by the Court), and Service Awards (as a lump sum approved by the Court), the Settlement Administrator shall pay and disburse the remaining amount of Settlement to the Settlement Class Members on a per capita basis (each such distribution, less the Settlement Class Counsel Fees, Settlement Class Counsel Costs/Expenses, and Service Awards, being a “Distribution Amount”).
 10. Only the claims regarding a judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the Settlement Class Members are released by the Partial Settlement. Any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including, without limitation, direct, indirect, joint or several, derivative or other claims, however they may exist or arise, against the BTGCA or the BTGCA Parties, expressly are reserved and are not released; *provided, however, that such reservation is subject to a covenant not to execute judgment on, and to forebear from execution of judgment against, the BTGCA and its past and present officers, directors and employees over, above, except and other than to the extent of available insurance coverage, including, without limitation, as provided by the Navigators Policy, as more particularly set forth in the Partial Settlement Agreement.*
 11. By reason of the Court making the final judgment, adjudications, and declarations set forth above, no past or present member of the BTGCA, other than the Settlement Class, has any right or interest to expect or to claim any property right or share of assets (net or otherwise) of the BTGCA, to the proceeds of judgment or settlement from Claims against the BTGCA or the BTGCA Parties, or to the proceeds of judgment or settlement from any claims or causes of action that the BTGCA might have against any other person or entity. Therefore, no Settlement Class Member need or should have any right to opt-out from this Settlement, but may register objections to the proposed Settlement in accordance herewith.

SETTLEMENT CLASS COUNSEL FEES AND COSTS/EXPENSES, AND SERVICE AWARDS:

Settlement Class Counsel will file an application (the “Fee Application”) with the Court for (i) an award of reasonable attorneys’ fees, not to exceed twenty-five percent (25%) of the BTGCA Dissolution Proceeds (such amount being the “Settlement Class Counsel Fees”), (ii) reimbursement of Settlement Class Counsel’s reasonable costs and expenses as a lump sum (such amount being “Settlement Class Counsel Costs/Expenses”), and (iii) service awards of \$5,000.00

as a lump sum to each of the Class Representatives: Mitch Haynes, Scott Haynes, Penny Greathouse, and Greg Craddock (the "Service Awards"). Settlement Class Counsel Costs/Expenses and Service Awards, in such amounts as approved by the Court, shall be paid as a lump sum from the next Distribution Amount prior to calculating the per capita Distribution Amount to each Settlement Class Member. Settlement Class Counsel Fees, as a percentage approved by the Court, shall be paid as a lump sum from the next Distribution Amount prior to calculating the per capita Distribution Amount to each Settlement Class Member as, when and at each time the Settlement Administrator shall make a distribution to the Settlement Class.

Neither Settlement Class Counsel's Fee Application, nor any individual's entitlement to a Service Award, shall be conditioned in any way upon such individual's support for this Agreement. The Court will decide the amount of reasonable Settlement Class Counsel Fees, Settlement Class Counsel Costs/Expenses, and Service Awards. The Fee Application and request for Service Awards shall be filed not later than twenty-one (21) days following entry of the Preliminary Approval Order, and will be posted on this Site within one (1) business day of the filing of same.

THE FINAL APPROVAL HEARING ON THE SETTLEMENT AND FEE APPLICATION:

The Final Approval Hearing on the Partial Settlement, the Fee Application, and Service Awards will be held by the Court at a.m., on ____ in Courtroom __ (or such other courtroom as the court administrator may so designate) at the Robert F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check this Site to confirm the date and time of the Final Approval Hearing. You do not have to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to the Final Approval Hearing at your own expense. In order to object to any part or all of the Settlement, the Fee Application, and/or Service Awards, you must strictly comply with Procedures for Objection set forth in the Stipulation and Agreement of Partial Settlement and on this Site.

PROCEDURES FOR OBJECTING TO THE SETTLEMENT AND FEE APPLICATION:

Any Settlement Class Member who desires to object to the Partial Settlement, the Fee Application, and/or the Service Awards shall (i) file its/his/her objection with the Court and (ii) serve its/his/her objection on Settlement Class Counsel, by hand-delivery, or express or U.S. mail service to the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, on or before _____ (the "Objection Period") [being 42 days after the Preliminary Approval Order.].

All objections must set forth: the caption/style of this Action; the objector's full name, address, telephone number, and e-mail address; a statement of the basis on which the objector claims to be a Settlement Class Member; a statement of all grounds for the objection, accompanied by any legal support for the objection; any evidence the objecting Settlement Class Member wishes to introduce in support of the objection; the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement, the Fee Application, and/or Service Awards; a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; the identification of any counsel representing the objector who intends to appear at the

Final Approval Hearing; a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and the objector’s signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney’s signature is not sufficient).

Except as otherwise ordered by the Court, any Settlement Class Member who fails to strictly comply with these procedures for objection to the Partial Settlement, the Fee Application, and/or Service Awards shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement, the Fee Application, and/or Service Awards and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

PROCEDURE TO RECEIVE A PER CAPITA DISTRIBUTION:

IF YOU ARE A GROWER MEMBER ALREADY INCLUDED ON THE BTGCA GROWER MEMBERSHIP LIST FOR THE 2015-2019 CROP YEARS	
<p>FILL OUT AND RETURN A COMPLETED IRS FORM W-9 TO THE SETTLEMENT ADMINISTRATOR</p> <p>DEADLINE: WITHIN 30 DAYS OF ENTRY OF THE COURT’S FINAL APPROVAL ORDER.</p>	<p>You are automatically part of the Settlement Class once you timely complete and return an IRS Form W-9 (which is a part of this Site) to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL).</p> <p>You will receive a per capita distribution of the Distribution Amount, after payment of Settlement Class Counsel Fees, Costs/Expenses and the Service Awards to the Class Representatives. You will give up the right to sue, continue to sue, or be part of another lawsuit against the BTGCA and/or the BTGCA Parties. Your tax identification number will be kept confidential under Court Order.</p>

IF YOU ARE NOT ON THE BTGCA GROWER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS BUT WERE A PRODUCER OF BURLEY TOBACCO IN THE STATES OF INDIANA, KENTUCKY, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS

(1) FILL OUT AND RETURN THE FOLLOWING A COMPLETED IRS FORM W-9.

DEADLINE: WITHIN 30 DAYS OF ENTRY OF THE COURT'S FINAL APPROVAL ORDER.

AND

(2) SUBMIT THE FOLLOWING DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR FOR SUBSEQUENT REVIEW AND CONSIDERATION AND DETERMINATION BY THE BTGCA DISSOLUTION COMMITTEE IN ITS SOLE AND EXCLUSIVE DISCRETION AND DETERMINATION AS TO WHETHER YOU ARE, OR ARE NOT, A BTGCA GROWER MEMBER DURING THE 2015-2019 CROP YEARS:

(A) A FARM SERVICE AGENCY FORM 578 FOR ANY CROP YEAR FROM 2015 TO 2019, OR

(B) A SIGNED CONTRACT, BILL OF SALE, CHECK STUB, OR BANK DEPOSIT FROM A RECEIVING STATION EVIDENCING THE PRODUCTION AND/OR MARKETING OF BURLEY TOBACCO FOR ANY CROP YEAR FROM 2015 TO 2019, OR

(C) EVIDENCE OF FEDERAL CROP INSURANCE ON FOR BURLEY TOBACCO PRODUCTION FOR ANY CROP YEAR FROM 2015 TO 2019.

DEADLINE: OR BEFORE _____
(being the 42 days following Preliminary Approval Order)

You are NOT automatically part of the Settlement Class until you BOTH (1) you timely complete and return an IRS Form W-9 (which is a part of this Site) to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL), and (2) provide certification documentation which establishes to the BTGCA Dissolution Committer in its sole and exclusive discretion that that you were a producer of burley tobacco in the states of Indiana, Kentucky, Missouri, Ohio or West Virginia to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL).

You will receive a per capita distribution of the Distribution Amount, after payment of Settlement Class Counsel Fees, Costs/Expenses and the Service Awards to the Class Representatives. You will give up the right to sue, continue to sue, or be part of another lawsuit against the BTGCA and/or the BTGCA Parties. Your tax identification number will be kept confidential under Court Order.

VERIFICATION OF BTGCA MEMBERSHIP STATUS AND BEING A MEMBER OF THE SETTLEMENT CLASS:

You may confirm whether you are already a Settlement Class Member (subject to the requirement to still submit a W-9 by the deadline set forth above) by reviewing the BTGCA Grower Member membership list for the 2015-2019 Crop Years, via the following link __ (insert URL) __.

If you are NOT already on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, YOU MUST SUBMIT BOTH the W-9 by the deadline set forth above AND the certification documentation for membership to the Settlement Administrator by the deadline set forth above.

INSTRUCTIONS FOR (1) ONLINE SUBMISSION OF COMPLETED IRS FORM W-9 AND (2) SUBMISSION OF DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR FOR SUBSEQUENT REVIEW AND CONSIDERATION AND DETERMINATION BY THE BTGCA DISSOLUTION COMMITTEE IN ITS SOLE AND EXCLUSIVE DISCRETION AND DETERMINATION AS TO WHETHER YOU ARE OR ARE NOT, A BTGCA GROWER MEMBER DURING THE 2015-2019 CROP YEARS.

You may submit a completed IRS Form W-9 and documentation as set forth above to support a claim that you are a BTGCA Grower Member to the Settlement Administrator via the following link __ (insert URL) __.

QUESTIONS:

Contact American Legal Claims Services, LLC who serves as the Settlement Administrator at 888-____ or _____, or visit the office of the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

IRS FORM W-9:

SETTLEMENT AGREEMENT:

Haynes – BTGCA – Newspaper Notice

Exhibit C

SUMMARY NOTICE OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENT

***HAYNES PROPERTIES, LLC, ET AL. V. BURLEY TOBACCO GROWERS
COOPERATIVE ASSOCIATION,
FAYETTE CIRCUIT COURT, CIVIL ACTION NO. 20-CI-00332***

June __, 2020

TO: GROWER MEMBERS OF THE BURLEY TOBACCO GROWERS COOPERATIVE ASSOCIATION (“BTGCA”) DURING THE 2015-2019 CROP YEARS (I) AS SET FORTH ON THE BTGCA GROWER MEMBER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS, AND (II) AS DETERMINED BY THE BTGCA DISSOLUTION COMMITTEE, IN ITS SOLE AND EXCLUSIVE DISCRETION, THOSE OTHER PRODUCERS OF BURLEY TOBACCO WHO SHARED IN THE RISK OF PRODUCING AND MARKETING BURLEY TOBACCO IN THE STATES OF INDIANA, KENTUCKY, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS.

Pursuant to an Order issued by the Honorable Julie Muth Goodman of the Fayette Circuit Court, Fourth Division, of the Commonwealth of Kentucky, who is overseeing the foregoing referenced case you are hereby notified that (i) a Partial Settlement is proposed in the above referenced case, which is set forth in detail and can be reviewed at [www. insert URL](#) and (ii) of the Final Approval Hearing on the proposed partial settlement to be held by the Court at __ a/p.m., on _____ in Courtroom __ (or such other courtroom as the Court Administrator may so designate) at the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507, at which time the Court will consider (a) whether the proposed Partial Settlement is fair, reasonable, and adequate, and (b) consider Settlement Class Counsel’s Fee Application for attorneys’ fees and costs and expenses, and the proposed Service Awards for the Class Representatives. To review and understand the terms and conditions of the proposed Partial Settlement, you may 9i) go to [www. insert URL](#) and read the notice at that Site and see the Stipulation and Agreement of Partial Settlement, which located as a part of that Site, (ii) contact American Legal Claims Services, LLC who serves as the Settlement Administrator at 888-____ or _____; or (iii) visit the office of the Fayette Circuit Court Clerk, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT TELEPHONE THE FAYETTE CIRCUIT COURT CLERK OR JUDGE’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE PROCESSES SET FORTH HEREIN.**

Haynes – BTGCA – Putative Class Mail Notice

Exhibit D

June __, 2020

NOTICE OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENT

***HAYNES PROPERTIES, LLC, ET AL. V. BURLEY TOBACCO GROWERS
COOPERATIVE ASSOCIATION,
FAYETTE CIRCUIT COURT, CIVIL ACTION NO. 20-CI-00332***

TO: THOSE PRODUCERS OF BURLEY TOBACCO WHO SHARED IN THE RISK OF PRODUCING AND MARKETING BURLEY TOBACCO IN THE STATES OF INDIANA, KENTUCKY, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS WHO ARE NOT IDENTIFIED AS A GROWER MEMBER OF THE BURLEY TOBACCO GROWERS COOPERATIVE ASSOCIATION (“BTGCA”) DURING THE 2015-2019 CROP YEARS, ON THE BTGCA GROWER MEMBER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS

* * * * *

THE TERMS SET FORTH IN THIS NOTICE AFFECT YOUR RIGHTS — PLEASE READ THEM CAREFULLY. SETTLEMENT CLASS MEMBERS, AS DEFINED HEREIN, MAY BE ENTITLED TO RECEIVE BENEFITS UNDER THIS CLASS ACTION SETTLEMENT *PROVIDED YOU TIMELY SUBMIT A W-9 AS REQUIRED*. SETTLEMENT CLASS MEMBERS’ RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THOSE RIGHTS AND OPTIONS—ARE EXPLAINED IN THIS NOTICE.

THE PURPOSE OF THIS NOTICE: This Notice is being sent pursuant to an Order issued by the Honorable Julie Muth Goodman of the Fayette Circuit Court, Fourth Division, of the Commonwealth of Kentucky, who is overseeing this case, *Haynes Properties, LLC, et al. v. Burley Tobacco Growers Cooperative Association*, Fayette Circuit Court, Case No. 20-CI-00332 (the “Action”). Haynes Properties, LLC, Mitch and Scott Haynes dba Alvin Haynes & Sons, and S&GF Management, LLC (Penny Greathouse, et al.), whom originally brought the Action on behalf of themselves and others similarly situated, are called “Named Plaintiffs”. The BTGCA is the “Defendant” in this Action. Greg Craddock, on behalf of himself and others similarly situated is the “Named Defendant” in the Action.

PURPOSE OF THIS NOTICE: You are separately from those persons identified as a Grower Member of the BTGCA during the 2015-2019 Crop years, on the BTGCA Gower member membership list for the 2015-2019 crop years being sent this notice *because* you are not identified as a Grower Member to the BTGCA during the 2015-2019 Crop years, on the BTGCA Gower member membership list for the 2015-2019 crop years. This Notice provides information as to (i) the documentation you must submit, and how and when, to the Settlement Administrator for subsequent review and consideration and determination by the BTGCA Dissolution Committee (as hereinafter defined), in its sole and exclusive discretion and determination as to whether you are, or are not a BTGCA Grower Member of the BTGCA during the 2015-2019 Crop Years. (ii) the terms of the proposed Partial Settlement, as defined herein, reached in the Action, and (iii) the Final Approval Hearing to be held by the Court at __ a/p.m., on _____ in Courtroom __ (or such other courtroom as the Court Administrator may so designate) at the Fayette Circuit Court, Robert

F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507, at which time the Court will consider (a) whether the proposed Partial Settlement is fair, reasonable, and adequate, and (b) consider Settlement Class Counsel's Fee Application for attorneys' fees and costs and expenses, and the proposed Service Awards for the Class Representatives.

You are NOT automatically part of the Settlement Class until you BOTH (1) you timely complete and return an IRS Form W-9 (which is included herewith) to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL), and (2) provide certification documentation which establishes to the BTGCA Dissolution Committer in its sole and exclusive discretion that that you were a producer of burley tobacco in the states of Indiana, Kentucky, Missouri, Ohio or West Virginia to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL). The documentation you must submit for review and consideration by the BTGCA Dissolution Committee is (a) a farm service agency form 578 for any crop year from 2015 to 2019, or (b) a signed contract, bill of sale, check stub, or bank deposit form a receiving station evidencing the production and/or marketing of burley tobacco for any crop year from 2015-2019, or (c) evidencing of federal crop insurance for burley tobacco production for any crop year from 2015-2019.

To review and understand the terms and conditions of the proposed Partial Settlement, you may:

- Go to www.insert URL and read the notice at that Site and see the Stipulation and Agreement of Partial Settlement, which located as a part of that Site;
- Read the summary set forth in this Notice;
- Contact American Legal Claims Services, LLC who serves as the Settlement Administrator at 888-____ or _____; or
- visit the office of the Fayette Circuit Court Clerk, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT TELEPHONE THE FAYETTE CIRCUIT COURT CLERK OR JUDGE'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE PROCESSES SET FORTH HEREIN.**

CLASS ACTION EFFICIENCIES: There are approximately 3,000 to 4,000 Grower Members of the BTGCA during the 2015-2019 Crop Years. The property rights and interests of each Grower Member are equal, as set forth in the Articles of Organization filed in 1922, include, without limitation, the rights: (i) to seek the dissolution of the BTGCA; (ii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA; (iii) to assert claims against the BTGCA and its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers and independent contractors of the BTGCA, and the predecessors, successors, and assigns of each of them ("BTGCA Parties"); and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.

A resolution by and through a class action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure (CR) (where one or more individuals, as class representative(s), represent the rights and interests of BTGCA Grower Members by and through one set of experienced attorneys) is more practical and cost-efficient than having or requiring each BTGCA Grower Member to separately assert its/his/her own rights, interests and claims and retain its/his/her own attorney(s). Named Plaintiffs and Named Defendant have been approved as the Class Representatives in the Action.

Named Plaintiffs and Named Defendant, respectively, each engaged McBrayer PLLC and Billings Law Firm, PLLC (together with McBrayer PLLC, "Settlement Class Counsel") to represent them. McBrayer PLLC and its attorneys have experience in the prosecution of class actions, such as the Action, common fund litigation and other complex litigation, including prior litigation against the BTGCA, and include attorneys who are farmers who have extensive history and experience with burley tobacco production. Billings Law Firm, PLLC and its attorneys have experience in the defense of asserted class actions, common fund litigation and other complex litigation. Named Plaintiffs, Named Defendant and other BTGCA Grower Members during the 2015-2019 Crop Years are the Settlement Class Members.

The BTGCA's principal office is located in Fayette County, Kentucky. One court, the Fayette Circuit Court, being an appropriate venue and having jurisdiction over the BTGCA, will resolve all issues for the Settlement Class Members: (i) in order to avoid inconsistent or varying adjudications, which could establish incompatible standards of conduct for the BTGCA and the BTGCA Parties, as defined herein, (ii) in order to avoid adjudications, which could as a practical matter be dispositive of the interests of other members not parties to such adjudications or substantially impair or impede their ability to protect their interests; and/or (iii) because the BTGCA has allegedly acted or refused to act on grounds generally applicable to the class, making appropriate finality of all issues involving the BTGCA. Common questions of law and fact common to the Settlement Class Members predominate over any questions affecting individual members, and a class is superior to other available methods for the fair and efficient adjudication of the controversy, and therefore resolution of this matter by a class action settlement is in the best interests of the BTGCA and the Settlement Class Members.

THIS ACTION: Named Plaintiffs and Named Defendant, both individually and on behalf all others similarly situated, have asserted, without limitation, claims for (i) judicial and/or voluntary dissolution of the BTGCA pursuant to applicable law, and (ii) damages by reason of violations and breaches by BTGCA and its directors, officers and employees of various violations of their statutory, contractual, common law and fiduciary duties to the BTGCA Grower Members.

The BTGCA, on behalf of itself and its directors, officers, and employees, maintains that they have meritorious defenses, and is prepared to vigorously defend the Action and claims asserted therein. The Settlement is not an admission of wrongdoing or an indication that the BTGCA has violated any laws or any of its duties; rather, the Settlement is intended to resolve all disputed claims, benefit the BTGCA Grower Members, and avoid the risk, cost, expense, delay and uncertainty of litigation and appeals therefrom.

THE RESOLUTION OF THIS ACTION AND SURROUNDING CLAIMS: The Court has not decided in favor of either Named Plaintiffs or Named Defendant, either individually or on behalf of all others similarly situated, or the BTGCA and its directors, officers, and employees. Instead, all sides after extensive informal and formal exchange and review of documents, interviews, meetings with Grower Members, and negotiations before and with a neutral, third-

party mediator agreed to this Settlement. The Settlement avoids the costs, expenses, delay and uncertainty of litigation and appeals therefrom, while providing benefits to the Settlement Class Members. The Class Representatives and Settlement Class Counsel believe the Settlement is in the best interests of Named Plaintiffs, Named Defendant and Settlement Class Members.

THE "SETTLEMENT":

NAMED PLAINTIFFS, NAMED DEFENDANT, THE BTGCA, AND ITS DIRECTORS AND ITS OFFICERS, ENCOURAGE ALL PERSONS WHO QUALIFY AS MEMBERS OF THE SETTLEMENT CLASS TO SUPPORT, CONSENT TO AND ACCEPT THE SETTLEMENT.

THE COURT MUST STILL DECIDE WHETHER, OR NOT, TO APPROVE THE SETTLEMENT. NO BENEFITS WILL BE PROVIDED AND NO PAYMENTS MADE UNTIL THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT AT THE FINAL APPROVING HEARING AND ALL APPEALS, IF ANY, ARE RESOLVED.

ASSUMING THE COURT APPROVES THE SETTLEMENT, A FINAL APPROVAL ORDER SHALL BE ENTERED PURSUANT TO KRS 418.040 AND CR 57 AND SHALL INCLUDE, WITHOUT LIMITATION, THE FOLLOWING MATERIAL TERMS:

1. A final judgment, adjudication, and declaration as a matter of law pursuant to KRS 418.040 and CR 57, in accordance with Section VI of the 1922 Articles of Incorporation of BTGCA, applicable provisions of KRS Chapter 272 (specifically including, but without limitation to, KRS 272.325(3)), and KRS 412.070 (the common fund statute), that no past or present member(s) of the BTGCA, other than the Settlement Class Members as defined herein, hold or are entitled: (i) to seek the dissolution of the BTGCA; (ii) to assert claims against the BTGCA and/or the BTGCA Parties; (iii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA, and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.
2. A partial and final judgment, adjudication, and declaration that the BTGCA shall be dissolved in accordance with KRS 271B.14-300 and the net proceeds ("BTGCA Dissolution Proceeds"), after payment of Administrative Costs, Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as approved by the Court) and Service Awards, as approved by the Court, are to be paid and disbursed on a per capita basis to the respective members of the Settlement Class.
3. The establishment and designation of a dissolution committee to have the sole and exclusive jurisdiction and responsibility over the dissolution of the BTGCA and liquidation of the BTGCA ("BTGCA Dissolution Committee") and the distributions thereof. Al Pedigo, Eddie Warren and Donald Mitchell, as appointees of the BTGCA, and Penny Greathouse, Mitch Haynes and Greg Craddock, as appointees of the Class Representatives, should be appointed and designated as the member of the BTGCA Dissolution Committee. The Court finds that as a preliminary matter, but subject to final approval, the Committee shall be governed and empowered as follows:

- a. The actions of a majority of the Committee shall be required for the BTGCA Dissolution Committee to take action. A deadlock, if any, by the BTGCA Dissolution Committee as to any action shall first be mediated with Hon. Robert F. Houlihan, Jr., and if no resolution shall be reached by mediation, the dispute shall be arbitrated solely by Mr. Houlihan.
 - b. All assets, claims and property of the BTGCA shall be placed with and come under the sole and exclusive jurisdiction and control of the BTGCA Dissolution Committee within two (2) business days of the entry of Final Approval Order.
 - c. The BTGCA Dissolution Committee shall be charged with and shall have all powers and authorities of a dissolution committee under Kentucky law, and shall undertake such actions to wind up and dissolve the BTGCA as the BTGCA Dissolution Committee deems may be reasonable and necessary as set forth in the Partial Settlement Agreement, and to be enumerated in the Final Approval Order.
4. The Special Meeting demanded by certain members of the BTGCA is obviated by this Settlement and the judgment, adjudication and declaration to be entered as set forth above, and no Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law is required to occur.
 5. Pursuant to CR 23, creates, adoption and approval of a "Settlement Class", which shall consist of and be defined as:

All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years (determined with reference to KRS 272.325(3)) (i) as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, and (ii) as determined by the BTGCA Dissolution Committee, in its sole and exclusive discretion, to be a producer in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years, and who submits certification documentation pursuant to Section 2 of the BTGCA's Bylaws before the expiration of the Objection Period.

6. All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years are automatically Settlement Class Members, with the only requirement to receive a per capita distribution of each Distribution Amount being to timely submit a completed IRS Form W-9 within 30 days of entry of the Final Order.
7. Subject to determination of the BTGCA Dissolution Committee in its sole and exclusive discretion, those producers in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years (but who is NOT on the BTGCA Grower Member membership list for the 2015-2019 Crop Years), AND who submits certification documentation pursuant to Section 2 of

the BTGCA's Bylaws before the expiration of the Objection Period to the Settlement Administrator AND who also timely submit a completed IRS Form W-9 within 30 days of entry of the Final Order, shall also be Settlement Class Members and entitled to receive a per capita distribution of each Distribution Amount.

8. Authorizes the BTGCA Dissolution Committee to exercise the powers and authorities set forth in the Stipulation and Agreement of Settlement, including without limitation:
 - a. distributing One Million, Five Hundred Thousand and no/00 Dollars (\$1,500,000.00) of and from the BTGCA assets to a farming-related non-profit entity, existing or to be formed, approved by the BTGCA Board of Directors, whose mission shall include (i) serving and acting as a liaison on behalf of tobacco growers of all types of tobacco with tobacco leaf dealers and tobacco purchasers, (ii) advocacy for producers/growers and land owners involved in the production of all types of tobacco, and (iii) other services and support of education and research beneficial to growers of all types of tobacco (herein the "Tobacco Liaison/Advocacy Nonprofit");
 - b. discharging the BTGCA liabilities (or make provision for discharge) including but not limited to paying, satisfying, settling, or compromising taxes, debts, expenses, liabilities, and obligations of the BTGCA and contingent, conditional or unmatured contractual claims against the BTGCA, and defending lawsuits against the BTGCA (the "BTGCA Liabilities"); and
 - c. Paying, after the payment to the Tobacco Liaison/Advocacy Nonprofit and after discharging the BTGCA Liabilities, both as set forth above, the net assets remaining of the BTGCA (the "Net Assets") in such increments and in such amounts as the BTGCA Dissolution Committee shall determine in its discretion to the Settlement Administrator for distribution to the Settlement Class.
9. After payment of Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as a lump sum approved by the Court), and Service Awards (as a lump sum approved by the Court), the Settlement Administrator shall pay and disburse the remaining amount of Settlement to the Settlement Class Members on a per capita basis (each such distribution, less the Settlement Class Counsel Fees, Settlement Class Counsel Costs/Expenses, and Service Awards, being a "Distribution Amount").
10. Only the claims regarding a judicial or other dissolution and liquidation of the BTGCA and the distribution of the net proceeds thereof to the Settlement Class Members are released by the Partial Settlement. Any and all other liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or putative, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, including those that result from, arise out of, are based upon, or relate to conduct that was alleged or could have been alleged in the Action, including, without limitation, direct, indirect, joint or several, derivative or other claims, however they may exist or arise, against the BTGCA or the BTGCA Parties, expressly are reserved and are not released; *provided, however, that such reservation is subject to a covenant not to execute judgment on, and to forebear from execution of judgment against,*

the BTGCA and its past and present officers, directors and employees over, above, except and other than to the extent of available insurance coverage, including, without limitation, as provided by the Navigators Policy, as more particularly set forth in the Partial Settlement Agreement.

11. By reason of the Court making the final judgment, adjudications, and declarations set forth above, no past or present member of the BTGCA, other than the Settlement Class, has any right or interest to expect or to claim any property right or share of assets (net or otherwise) of the BTGCA, to the proceeds of judgment or settlement from Claims against the BTGCA or the BTGCA Parties, or to the proceeds of judgment or settlement from any claims or causes of action that the BTGCA might have against any other person or entity. Therefore, no Settlement Class Member need or should have any right to opt-out from this Settlement, but may register objections to the proposed Settlement in accordance herewith.

SETTLEMENT CLASS COUNSEL FEES AND COSTS/EXPENSES, AND SERVICE AWARDS:

Settlement Class Counsel will file an application (the "Fee Application") with the Court for (i) an award of reasonable attorneys' fees, not to exceed twenty-five percent (25%) of the BTGCA Dissolution Proceeds (such amount being the "Settlement Class Counsel Fees"), (ii) reimbursement of Settlement Class Counsel's reasonable costs and expenses as a lump sum (such amount being "Settlement Class Counsel Costs/Expenses"), and (iii) service awards of \$5,000.00 as a lump sum to each of the Class Representatives: Mitch Haynes, Scott Haynes, Penny Greathouse, and Greg Craddock (the "Service Awards"). Settlement Class Counsel Costs/Expenses and Service Awards, in such amounts as approved by the Court, shall be paid as a lump sum from the next Distribution Amount prior to calculating the per capita Distribution Amount to each Settlement Class Member. Settlement Class Counsel Fees, as a percentage approved by the Court, shall be paid as a lump sum from the next Distribution Amount prior to calculating the per capita Distribution Amount to each Settlement Class Member as, when and at each time the Settlement Administrator shall make a distribution to the Settlement Class.

Neither Settlement Class Counsel's Fee Application, nor any individual's entitlement to a Service Award, shall be conditioned in any way upon such individual's support for this Agreement. The Court will decide the amount of reasonable Settlement Class Counsel Fees, Settlement Class Counsel Costs/Expenses, and Service Awards. The Fee Application and request for Service Awards shall be filed not later than twenty-one (21) days following entry of the Preliminary Approval Order, and will be posted on www. insert URL within one (1) business day of the filing of same.

THE FINAL APPROVAL HEARING ON THE SETTLEMENT AND FEE APPLICATION:

The Final Approval Hearing on the Partial Settlement, the Fee Application, and Service Awards will be held by the Court at a.m., on ____ in Courtroom __ (or such other courtroom as the court administrator may so designate) at the Robert F. Stephens Courthouse, 120 North Limestone Street, Lexington, KY 40507. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check www. _____ insert URL to confirm the date and time of the Final Approval Hearing. You do not have to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions

the Court may have. However, you are welcome to the Final Approval Hearing at your own expense. In order to object to any part or all of the Settlement, the Fee Application, and/or Service Awards, you must strictly comply with Procedures for Objection set forth in the Stipulation and Agreement of Partial Settlement and as set forth herein.

PROCEDURES FOR OBJECTING TO THE SETTLEMENT AND FEE APPLICATION:

Any Settlement Class Member who desires to object to the Partial Settlement, the Fee Application, and/or the Service Awards shall (i) file its/his/her objection with the Court and (ii) serve its/his/her objection on Settlement Class Counsel, by hand-delivery, or express or U.S. mail service to the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, on or before _____ (the "Objection Period") [being 42 days after the Preliminary Approval Order.].

All objections must set forth: the caption/style of this Action; the objector's full name, address, telephone number, and e-mail address; a statement of the basis on which the objector claims to be a Settlement Class Member; a statement of all grounds for the objection, accompanied by any legal support for the objection; any evidence the objecting Settlement Class Member wishes to introduce in support of the objection; the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement, the Fee Application, and/or Service Awards; a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing; a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and the objector's signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

Except as otherwise ordered by the Court, any Settlement Class Member who fails to strictly comply with these procedures for objection to the Partial Settlement, the Fee Application, and/or Service Awards shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement, the Fee Application, and/or Service Awards and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

YOU ARE <u>NOT</u> ON THE BTGCA GROWER MEMBERSHIP LIST FOR 2015-2019 CROP YEARS. HOWEVER, <u>IF YOU WERE A PRODUCER OF BURLEY TOBACCO IN THE STATES OF INDIANA, KENTUCKY, MISSOURI, OHIO OR WEST VIRGINIA AT ANY TIME DURING THE 2015-2019 CROP YEARS:</u>	
(1) FILL OUT AND RETURN THE FOLLOWING A COMPLETED IRS FORM W-9.	You are <u>NOT</u> automatically part of the Settlement Class until you BOTH (1) you timely complete and return an IRS Form W-9 (which is included herewith) to the Settlement Administrator by U.S. Mail postage prepaid,

DEADLINE: WITHIN 30 DAYS OF ENTRY OF THE COURT'S FINAL APPROVAL ORDER.

AND

(2) SUBMIT THE FOLLOWING DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR FOR SUBSEQUENT REVIEW AND CONSIDERATION AND DETERMINATION BY THE BTGCA DISSOLUTION COMMITTEE IN ITS SOLE AND EXCLUSIVE DISCRETION AND DETERMINATION AS TO WHETHER YOU ARE, OR ARE NOT, A BTGCA GROWER MEMBER DURING THE 2015-2019 CROP YEARS:

(A) A FARM SERVICE AGENCY FORM 578 FOR ANY CROP YEAR FROM 2015 TO 2019, OR

(B) A SIGNED CONTRACT, BILL OF SALE, CHECK STUB, OR BANK DEPOSIT FROM A RECEIVING STATION EVIDENCING THE PRODUCTION AND/OR MARKETING OF BURLEY TOBACCO FOR ANY CROP YEAR FROM 2015 TO 2019, OR

(C) EVIDENCE OF FEDERAL CROP INSURANCE ON FOR BURLEY TOBACCO PRODUCTION FOR ANY CROP YEAR FROM 2015 TO 2019.

DEADLINE: OR BEFORE _____
(being the 42 days following Preliminary Approval Order)

by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL), and (2) provide certification documentation which establishes to the BTGCA Dissolution Committer in its sole and exclusive discretion that that you were a producer of burley tobacco in the states of Indiana, Kentucky, Missouri, Ohio or West Virginia to the Settlement Administrator by U.S. Mail postage prepaid, by recognized express mail service or by submitting it to the Settlement Administrator via (insert portal URL).

You will receive a per capita distribution of the Distribution Amount, after payment of Settlement Class Counsel Fees, Costs/Expenses and the Service Awards to the Class Representatives. You will give up the right to sue, continue to sue, or be part of another lawsuit against the BTGCA and/or the BTGCA Parties. Your tax identification number will be kept confidential under Court Order.

VERIFICATION OF BTGCA MEMBERSHIP STATUS AND BEING A MEMBER OF THE SETTLEMENT CLASS:

You may confirm whether you are already a Settlement Class Member (subject to the requirement to still submit a W-9 by the deadline set forth above) by reviewing the BTGCA Grower Member membership list for the 2015-2019 Crop Years, which can be found at www._____.insert URL_____.

Haynes – BTGCA – Agreed Order of Partial Settlement

Exhibit E

**COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FOURTH DIVISION
CIVIL ACTION NO. 20-CI-00332**

**HAYNES PROPERTIES, LLC,
MITCH AND SCOTT HAYNES DBA
ALVIN HAYNES & SONS AND
S&GF MANAGEMENT, LLC, ON BEHALF
OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED**

PLAINTIFFS

**v. AGREED ORDER (i) GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION PARTIAL SETTLEMENT, (ii) APPROVING NOTICES
PROGRAM, AND (iii) ADOPTING FINAL PARTIAL SETTLEMENT
APPROVAL PROCEDURES**

**BURLEY TOBACCO GROWERS COOPERATIVE
ASSOCIATION**

DEFENDANTS

AND

**GREG CRADDOCK,
ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED**

**** ** * * * * ***

Plaintiffs, Haynes Properties, LLC, Mitch and Scott Haynes dba Alvin Haynes & Sons, S&GF Management, LLC, and Defendant, Greg Craddock (collectively “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below), and Defendant, Burley Tobacco Growers Cooperative Association, a Kentucky non-stock agricultural cooperative association (“BTGCA”), , have agreed, subject to this Court’s preliminary and final approval as required by Rule 23 of the Kentucky Rules of Civil Procedure (CR), to certain terms and conditions set forth in the Partial Settlement Agreement, defined herein, for the purposes set forth therein.

The parties’ Stipulation and Agreement of Partial Settlement, a copy of which, together with the exhibits attached thereto, is collectively attached hereto and made a part hereof as

Haynes – BTGCA – Agreed Order of Partial Settlement

Exhibit E

Schedule I (“Partial Settlement Agreement”), sets forth the terms and conditions for the proposed Partial Settlement, the entry of this Agreed Order, and the entry of a Final Approval Order and a Judgment with prejudice for the claims of the Settlement Class upon the terms and conditions set forth therein.

Upon the agreement of the parties as evidenced by the signatures of their respective counsel set forth below; and the Court having read and considered the Partial Settlement Agreement, being in agreement with its terms and conditions, finding that its terms and conditions are fair, adequate, and reasonable, and being otherwise duly and sufficiently advised, it is hereby found, ordered, declared and adjudged as follows:

1. Terms and phrases in this Agreed Order shall have the same meaning as set forth in the Partial Settlement Agreement.
2. Because the BTGCA’s principal office is located in Fayette County, Kentucky, inter alia, this Court has jurisdiction over the subject matter of the Action, the Plaintiffs, Craddock, the Settlement Class Members, the Putative Settlement Class Members and the BTGCA; and venue is proper with and in this Court.
3. Pursuant to KRS 418.040 and CR 57, and in accordance with Section VI of the 1922 Articles of Incorporation of BTGCA, applicable provisions of KRS Chapter 272 (specifically including, but without limitation to, KRS 272.325(3)), and KRS 412.070 (the common fund statute), no past or present member(s) of the BTGCA, other than the Settlement Class Members as defined herein, hold or are entitled: (i) to seek the dissolution of the BTGCA; (ii) to assert a right, claim and interest in and to a distribution of the net assets remaining of the BTGCA upon, and as a result of, the dissolution of the BTGCA; (iii) to assert claims against the BTGCA and/or its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and

Haynes – BTGCA – Agreed Order of Partial Settlement

Exhibit E

assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers and independent contractors of the BTGCA, and the predecessors, successors, and assigns of each of them (“BTGCA Parties”); and (iv) to a distribution of the net proceeds of any direct or derivative claims against the BTGCA and the BTGCA Parties.

4. Pending final approval, the BTGCA should be dissolved in accordance with KRS 271B.14-300 and the net proceeds (“BTGCA Dissolution Proceeds”), after payment of Administrative Costs, Settlement Class Counsel Fees (as a percentage of the BTGCA Dissolution Proceeds approved by the Court), Settlement Class Counsel Costs/Expenses (as approved by the Court) and Service Awards, as approved by the Court, are to be paid and disbursed on a per capita basis to the respective members of the Settlement Class.

5. A dissolution committee should be established and designated to have the sole and exclusive jurisdiction and responsibility over the dissolution of the BTGCA and liquidation of the BTGCA (“BTGCA Dissolution Committee”) and the distributions thereof. Al Pedigo, Eddie Warren and Donald Mitchell, as appointees of the BTGCA, and Penny Greathouse, Mitch Haynes and Greg Craddock, as appointees of the Class Representatives, should be appointed and designated as the member of the BTGCA Dissolution Committee. The Court finds that as a preliminary matter, but subject to final approval, the Committee shall be governed and empowered as follows:

- a. The actions of a majority of the Committee shall be required for the BTGCA Dissolution Committee to take action. A deadlock, if any, by the BTGCA Dissolution Committee as to any action shall first be mediated with Hon. Robert F. Houlihan, Jr., and if no resolution shall be reached by mediation, the dispute shall

Haynes – BTGCA – Agreed Order of Partial Settlement

Exhibit E

be arbitrated solely by Mr. Houlihan.

- b. All assets, claims and property of the BTGCA shall be placed with and come under the sole and exclusive jurisdiction and control of the BTGCA Dissolution Committee within two (2) business days of the entry of Final Approval Order.
- c. The BTGCA Dissolution Committee shall be charged with and shall have all powers and authorities of a dissolution committee under Kentucky law, and shall undertake such actions to wind up and dissolve the BTGCA as the BTGCA Dissolution Committee deems may be reasonable and necessary as set forth in the Partial Settlement Agreement, and to be enumerated in the Final Approval Order.

6. The Special Meeting Demand is obviated by the judgment, adjudication and declaration set forth herein, and no Special Meeting of the BTGCA to consider and to vote on a Plan of Dissolution of the BTGCA in accordance with KRS 272.235 and applicable law is required to occur.

7. (i) In order to avoid inconsistent or varying adjudications, which could establish incompatible standards of conduct for the BTGCA and the BTGCA Parties, (ii) in order to avoid adjudications, which could as a practical matter be dispositive of the interests of other members not parties to such adjudications or substantially impair or impede their ability to protect their interests; (iii) because the BTGCA has allegedly acted or refused to act on grounds generally applicable to the class, making appropriate finality of all issues involving the BTGCA, and because (iv) common questions of law and fact common to the Settlement Class Members predominate over any questions affecting individual members, a class action pursuant to CR 23 is superior to other available methods for the fair and efficient adjudication of the controversy. Thus, resolution of this matter by a class action settlement is in the best interests of the BTGCA and the Settlement

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Class Members. Accordingly, pursuant to CR 23, a “Settlement Class” is created, adopted and approved, which shall consist of and be defined as:

All Grower Members of the BTGCA in Indiana, Kentucky, Missouri, Ohio or West Virginia at any time during the 2015-2019 Crop Years (determined with reference to KRS 272.325(3)) (i) as set forth on the BTGCA Grower Member membership list for the 2015-2019 Crop Years, and (ii) as determined by the BTGCA Dissolution Committee, in its sole and exclusive discretion, to be a producer in the states of Indiana, Kentucky, Missouri, Ohio or West who shared in the risk of producing and marketing Burley tobacco during the 2015-2019 Crop Years, and who submits certification documentation pursuant to Section 2 of the BTGCA’s Bylaws before the expiration of the Objection Period.

8. Subject to the Final Approval Hearing, the Partial Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against BTGCA. The Partial Settlement Agreement substantially fulfills the purposes and objectives of this Action regarding dissolution of the BTGCA and distribution of its assets in accordance with KRS 272.325(3), and provides beneficial relief to the Settlement Class. The Partial Settlement Agreement (i) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of the Honorable, Bobby Houlihan, acting as Mediator, (ii) is sufficient to warrant notice of the Partial Settlement and the Final Approval Hearing to the Settlement Class, (iii) meets all applicable requirements of law, including CR 23; and (iv) is not a finding or admission of liability by BTGCA or the BTGCA Parties.

9. Mitch Haynes, Scott Haynes, Penny Greathouse, and Greg Craddock are appointed and designated as the “Settlement Class Representatives”.

10. Pursuant to the findings in the Partial Settlement Agreement, McBrayer PLLC and

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Billings Law Firm, PLLC are appointed and designated as Settlement Class Counsel.

11. The Partial Settlement is preliminarily approved in its entirety subject to the Final Approval Hearing referred to herein.

12. American Legal Claims Services, LLC is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Partial Settlement Agreement and this Agreed Order; and American Legal Claims Services, LLC by its signature below hereby subjects itself to the jurisdiction of the Court.

13. The Notice Program and all forms of Notices to the Settlement Class substantially in the forms attached to the Partial Settlement Agreement as **Exhibit A** (“Mail Notice”), **Exhibit B** (“Website Notice”), **Exhibit C** (“Newspaper Notices”), and **Exhibit D** (“Putative Mail Notice”) are reasonably calculated to, under all circumstances, apprise the members of the Settlement Class and Putative Settlement Class of the pendency of this Action, the certification of the Settlement Class, the terms of the Partial Settlement Agreement, and right of members of the BTGCA to object to the Settlement, to the Fee Application and to the request for Service Awards. The Notice Program is consistent with the requirements of CR 23 and due process, and constitutes the best notice practicable under the circumstances. The filing of the Fee Application and request for the Service Awards with the Court and the Notice Program providing for the posting of the Fee Application and request for Service Awards on the Settlement Website satisfies the notice requirements to the Settlement Class Members required by CR 23.08(1).

11. The Notice Program, including notices substantially in the form of the Mail Notice, the Website Notice, the Newspaper Notices and the Putative Mail Notice and the posting of the Fee Application and Service Awards on the Settlement Website are approved.

12. Pursuant to the Partial Settlement Agreement, within ten (10) calendar days after

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the entry of this Agreed Order, and subject to the requirements of the Partial Settlement Agreement and this Agreed Order, the Settlement Administrator shall provide the Notices pursuant to the Notice Program as set forth in the Partial Settlement Agreement.

14. Further, the Court approves all other procedures, including all deadlines, regarding the Final Settlement set forth in the Partial Settlement Agreement.

15. By reason of the Court making the adjudications and declaratory findings and rulings as set forth in above, no past or present member of the BTGCA, other than the Settlement Class has any right to expect or claim anything other than an equal per capita property right or share of net assets of the BTGCA or the proceeds of judgment or settlement from causes of action that the BTGCA might have against any other person or entity; therefore, no Settlement Class Members need or should have any right to opt-out from this Settlement, but may make objections to the proposed Settlement in accordance with Paragraph 17.

16. Within twenty-one (21) days following entry of this Agreed Order, Settlement Class Counsel's Fee Application, memorandum supporting the Fee Application, and request for the Service Awards shall be filed with the Court and delivered to the Settlement Administrator for posting on the Settlement Website. The Settlement Administrator is responsible and shall promptly post the Fee Application and request for the Service Awards on the Settlement Website.

17. Any Settlement Class Member who desires to object to the Settlement, the Fee Application and/or the Service Awards shall serve its/his/her objection on Settlement Class Counsel and file its/his/her objection with the Court by hand-delivery, or express or US mail service to the Clerk of the Fayette Circuit Court, Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507, within forty-two (42) days following entry of this Agreed Order (the "Objection Period"). All objections must set forth: the caption/style of this

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Action; the objector's full name, address, telephone number, and e-mail address; a statement of the basis on which the objector claims to be a Settlement Class Member; a statement of all grounds for the objection, accompanied by any legal support for the objection; any evidence the objecting Settlement Class Member wishes to introduce in support of the objection; the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement, the Fee Application, and/or Service Awards; a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing; a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and the objector's signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient). Mailed Objections must be filed or postmarked within the Objection Period.

18. Memorandum in support of final approval of the Partial Settlement Agreement shall be filed with the Court not later than fourteen (14) days after the end of the Objection Period.

19. A fairness hearing (the "Final Approval Hearing" or "Fairness Hearing") shall be held before this Court at the hour of _____ on _____, 2020, in Courtroom ____ (or such other courtroom as the court administrator may so designate) of the Robert F. Stephens Courthouse, 120 North Limestone Street, Suite 103, Lexington, KY 40507 to consider: (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the Partial Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court and the Final Approval Order should be entered by the Court; (ii) whether the Judgment should be

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entered; (iii) the amount of the award of reasonable attorneys' fees and costs and expenses to Settlement Class Counsel on their Fee Application; and (iv) the amount of the Service Awards to the Settlement Class Representatives on their request of Service Awards. The Court may adjourn the Fairness Hearing without further notice to Settlement Class Members.

20. To protect its jurisdiction to consider the fairness of the Partial Settlement Agreement and to enter a final order and judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Class, and anyone who acts or purports to act on their behalf, from pursuing all other proceedings in any state or federal court that seeks to address rights or claims of any Settlement Class Member relating to, or arising out of, any of the Partially Released Claims, or from assert claims against the BTGCA Parties.

21. Settlement Class Members and Putative Settlement Class Members shall be bound by all determinations and judgments concerning the Action and/or Partial Settlement Agreement, whether favorable or unfavorable, in the Final Approval Order.

20. Only as concerns matters relating to Partially Released Claims and the Partial Settlement, are deadlines stayed, otherwise this case shall proceed. Pending Final Approval of the Partial Settlement, any actions brought by Settlement Class Members concerning Partially Released Claims are hereby stayed, other than as set forth herein. However, the Court's prior stay of this Action regarding any claims, or defenses thereto other than the Partial Settlement addressed herein (such as, without limitation those asserted by Plaintiffs and Craddock, individually, and for and on behalf of other similarly situated and/or on behalf of the Settlement Class, directly, indirectly or derivatively, against the BTGCA and or BTGCA Parties is lifted and set aside.

21. In the event that this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason,

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or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on May 13, 2019, in accordance with this paragraph.

22. Neither party, nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or CR 23 if this Settlement Agreement is not consummated and this Action is later litigated and contested by the BTGCA under Rule 23 of the Kentucky Rules of Civil Procedure.

SO FOUND, ORDERED AND ADJUDGED this ____ day of ____ 2020.

Hon. Julie Muth Goodman, Judge
Fayette Circuit Court

Have seen and agreed to be entered:

/S/ Kevin G. Henry, Esq.

Kevin G. Henry, Esq.

Counsel for Defendant, Burley Tobacco Growers Cooperative Association

/S/ Robert E. Maclin, III, Esq.

Robert E. Maclin, III, Esq.

Counsel for Named Plaintiffs, Haynes Properties, LLC, Mitch and Scott Haynes dba Alvin Haynes & Sons, S&GF Management, LLC, on behalf of themselves and all others similarly situated

/S/ John N. Billings, Esq.

Counsel for Defendant, Greg Craddock, on behalf of himself and all others similarly situated

/S/ Benny W. Davis, Jr.

on behalf of American Legal Claims Services, LLC, as Settlement Administrator

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CLERK'S CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served, on this ___ day of June 2020, electronically via the Kentucky Courts e-filing system, and by first-class, U.S. Mail, postage prepaid, upon the following:

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Clerk, Fayette Circuit Court