

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
QUANTUM FOODS, LLC, <i>et al.</i> , ¹)	Case No. 14-10318 (KJC)
)	
Debtors.)	(Jointly Administered)
_____)	
)	
THE OFFICIAL COMMITTEE OF UNSECURED)	
CREDITORS OF QUANTUM FOODS, LLC, <i>et al.</i> ,)	
)	
Plaintiff,)	
)	Adv. No. 14-50918 (KJC)
v.)	
)	
CASE FARMS, LLC and CASE FARMS)	Re: Adv. Docket No. ____
PROCESSING,)	
)	
Defendant.)	
_____)	

**ORDER APPROVING SETTLEMENT
AGREEMENT PURSUANT TO FED. R. BANKR. P. 9019**

Upon the *Motion of the Official Committee of Unsecured Creditors for Approval of Settlement Agreement Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure* (the “*Motion*”)² filed by the Official Committee of Unsecured Creditors (the “*Committee*”) for entry of an order approving the Settlement Agreement attached hereto as *Exhibit 1*, all as more fully set forth in the Motion; it appearing to the Court that: (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court finding that notice of the Motion given by the Committee is

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quantum Foods, LLC (9437); Quantum Foods 213-D, LLC (1862); Quantum Culinary, LLC (1302); GDC Logistics, LLC (1997); Choice One Foods, LLC (9512). The Debtors’ mailing address is c/o Quantum Foods, LLC, 750 South Schmidt Road, Bolingbrook, Illinois 60440.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

appropriate under the circumstances; and the Court being fully advised in the premises and having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors' estates and their creditors, IT IS HEREBY ORDERED that:

1. The Motion is hereby GRANTED.
2. The Committee is authorized to enter into the Settlement Agreement attached hereto as *Exhibit 1* with Case Farms, LLC and Case Farms Processing (the "*Recipients*"), and such Settlement Agreement is approved, effective immediately, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.
3. The Committee and the Recipients are hereby permitted to execute any other documents necessary or convenient to effectuate the Settlement Agreement.
4. This Court shall retain jurisdiction with respect to any matters, claims, right or disputes from or related to the Settlement Agreement or the implementation of this Order.

Dated: _____, 2015

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "*Settlement Agreement*") is made as of October 9, 2015, by and between The Official Committee of Unsecured Creditors of Quantum Foods, LLC (the "*Committee*"), acting on behalf of Quantum Foods, LLC and its affiliate debtors¹ (collectively, the "*Debtors*") on the one side and Case Farms, LLC ("*Case LLC*") and Case Farms Processing, Inc. ("*Case Processing*") together with Case LLC, the "*Defendants*" and together with the Committee, the "*Parties*"), on the other side.

RECITALS

WHEREAS, on February 18, 2014 (the "*Petition Date*"), the Debtors each commenced cases under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"), in the United States Bankruptcy Court for the District of Delaware (the "*Court*") under the lead Case No. 14-10318 (the "*Cases*");

WHEREAS, on February 27, 2014, the Office of the United States Trustee formed the Committee to represent the interests of the Debtors' unsecured creditors;

WHEREAS, on July 14, 2014, the Court entered an order authorizing the Committee to prosecute causes of action on behalf of the Debtors and granting the Committee standing to pursue and resolve such claims (the "*Standing Order*");

WHEREAS, on July 15, 2014, the Court entered an order authorizing the Committee's retention of Freeborn & Peters LLP as Special Litigation Counsel to the Committee *nunc pro tunc* to June 9, 2014;

WHEREAS, pursuant to the Standing Order, the Committee is vested with, *inter alia*, standing to pursue and resolve certain causes of action on behalf of the Debtors' estates (the "*Estates*"), including causes of action under chapter 5 of the Bankruptcy Code;

WHEREAS, the Committee asserts that the Debtors hold certain claims against the Defendants for avoidable transfers made by the Debtors during the applicable period preceding the filing of the Cases or subsequent to the Petition Date (the "*Avoidance Claims*");

WHEREAS, on or about October 29 2014, the Committee filed a complaint against the Defendants pursuant to 11 U.S.C. §§ 502, 547, 548, 549 and 550, Case No. 14-50918-KJC (Bankr. D. Del.) (the "*Adversary Proceeding*"), seeking the avoidance and recovery of certain pre-petition and post-petition transfers to the Defendants;

WHEREAS, on or about July 9, 2015, the Committee filed an amended complaint against the Defendants pursuant to 11 U.S.C. §§ 502, 547, 548 and 550, seeking the avoidance and recovery of \$694,083.10 in pre-petition transfers (the "*Transfers*");

WHEREAS, the Defendants deny the Committee's allegations and have asserted certain defenses to the Avoidance Claims; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number are: Quantum Foods, LLC (9437); Quantum Foods 213-D, LLC (1862); Quantum Culinary, LLC (1302); GDC Logistics, LLC (1997); and Choice One Foods, LLC (9512).

WHEREAS, the Parties have exchanged information, negotiated and now desire to resolve all matters respecting the Avoidance Claims against the Defendants, upon the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, it is hereby stipulated, consented to and agreed by and between the Parties as follows:

1. The Defendants shall deliver to the Committee, for transmittal to the Debtors, the sum of \$130,000.00 (the "*Settlement Sum*"), in full satisfaction of the Avoidance Claims and Adversary Proceeding related to the Transfers against the Defendants.

2. The Settlement Sum shall be paid by check, issued by one or more of the Defendants and delivered to the following address within seven (7) business days of: (i) the full execution of this Settlement Agreement, and receipt of the same by both parties, (ii) approval of this Settlement Agreement by the Bankruptcy Court and (iii) the order approving the Settlement Agreement becoming a final, non-appealable order, as follows:

Payable to: "Q Foods LLC d/b/a Quantum Foods, LLC"
Delivered to: Devon J. Eggert
Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606

3. Except for the obligations arising out of this Settlement Agreement, upon execution of this Settlement Agreement, approval of the same by the Bankruptcy Court and receipt of the Settlement Sum, the Committee, the Debtors, their Estates and their successor and assigns hereby forever waive, release and discharge the Defendants, Case Foods, Inc. (collectively, with the Defendants, "*Case Farms*") and their successors and assigns of or from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckoning, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, now known or unknown, suspected or unsuspected, accrued or unaccrued, matured or unmatured, past or present, fixed or contingent, liquidated or unliquidated, that the Committee, the Debtors, their Estates, and their successor and assigns now have, had or may have had against Case Farms and their successors and assigns from the beginning of time through the date of this Agreement.

4. Except for the obligations arising out of this Settlement Agreement, upon execution of this Settlement Agreement, approval of the Settlement Agreement by the Bankruptcy Court and the Dismissal, Case Farms and their successors and assigns hereby forever waive, release and discharge the Committee, the Debtors, their Estates and their successors and assigns of or from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckoning, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, now known or unknown, suspected or unsuspected, accrued or unaccrued, matured or unmatured, past or present, fixed or contingent, liquidated or unliquidated, that Case Farms and their successors and assigns now have, had or may have had against the Committee, Debtors, their Estates and their successors and assigns, from the beginning of time through the date of this Agreement; provided, however, other than any claim

arising from payment of the Settlement Sum pursuant to 11 U.S.C. § 502(h), nothing in this Agreement shall release, waive, disallow or otherwise adversely affect any other proof of claim filed by Case Farms or any claim scheduled in favor of Case Farms in the Cases.

5. Notwithstanding anything contained to the contrary herein, if the Debtors are compelled by an order of a court of competent jurisdiction or required for any other reason to return, disgorge, or repay any portion of the Settlement Sum to the Defendants, or if the payment of any portion of the Settlement Sum is avoided by the Defendants or any other person or entity acting on behalf of the Defendants or their estates, then the releases given by each party to this Settlement Agreement shall be deemed ineffective and the full amount of the Debtors' claims against the Defendants shall be reinstated without any further order of the Court, subject to credit for the payment made pursuant to paragraphs 1 and 2 herein to the extent allowed by law. However, under such circumstance, the Defendants shall be entitled to assert any and all applicable defenses to the reinstated claim.

6. This Settlement Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same.

7. The undersigned represent and warrant that they have full authority to execute this Settlement Agreement on behalf of their respective Party or client and have obtained all necessary approvals. This Settlement Agreement is the resolution of disputed claims and nothing herein shall be deemed an admission against either party.

8. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective assigns and successors, including trustees and receivers.

9. This Settlement Agreement may be signed and transmitted electronically or by facsimile, which shall be deemed to have the full force and effect of original ink signatures.

10. No later than October 9, 2015, the Committee shall file (i) a motion seeking approval of this Settlement Agreement pursuant to Bankruptcy Rule 9019 (the "9019 Motion") and (ii) a motion to shorten requesting that the 9019 Motion be heard at the Court's earliest convenience but in no event later than October 30, 2015. The Committee will use their best efforts to have the 9019 Motion heard by the Bankruptcy Court and an order entered approving the same by October 30, 2015.

11. Within five (5) business days after approval of this Settlement Agreement and receipt of the Settlement Sum, the Parties shall execute and file a stipulation dismissing the Adversary Proceeding with prejudice (the "*Dismissal*").

**OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF
QUANTUM FOODS, LLC**

By: 

Its Special Litigation Counsel

Devon J. Eggert
Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Telephone: (312) 360-6000
Facsimile: (312) 360-6520

**CASE FARMS, LLC and CASE FARMS
PROCESSING, INC.**

By: 

Its Counsel

Evelyn J. Meltzer
Pepper Hamilton LLP
Hercules Plaza, Suite 5100
1313 N. Market Street
Wilmington, Delaware 19899
Telephone: (302) 777-6532
Facsimile: (302) 261-7425