

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. 14-50919(KJC)
v.)	
)	
NEWLY WEDS FOODS, INC.,)	Re: Adv. Docket No. ____
)	
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 Newly Weds Foods, Inc. (the "*Recipient*"), 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 Recipient 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 September 29, 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 affiliated debtors¹ (collectively, the "*Debtors*") on the one side and Newly Weds Foods, Inc. (the "*Defendant*," or "*Transferee*" 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 (the latter, the "*Chapter 5 Actions*");

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

WHEREAS, on or about July 17, 2014, the Committee sent a demand letter to the Transferee via U.S. mail, asserting an Avoidance Claim and seeking the aggregated recovery of certain transfers made to the Transferee by the Debtors in the ninety (90) day period prior to the Petition Date and also thereafter;

WHEREAS, on or about October 29, 2014, the Committee filed a complaint against the Defendant pursuant to 11 U.S.C. §§ 502, 547, 548, 549 and 550, Adv. Pro. No. 14-50919-KJC (Bankr. D. Del.) (the "*Adversary Proceeding*"), seeking the avoidance and recovery of not less than \$428,983.46 in transfers (the "*Transfers*") to the Defendant;

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 Defendant denies the Committee's allegations and has asserted certain defenses to the Avoidance Claims; and

WHEREAS, the Parties have exchanged information, negotiated and now desire to resolve all matters respecting the Avoidance Claims against the Defendant, 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 Defendant shall deliver to the Committee, for transmittal to the Debtors, the sum of \$36,250.00 (the "*Settlement Sum*"), in full satisfaction of the Avoidance Claims and Adversary Proceeding related to the Transfers against the Defendant.

2. The Settlement Sum shall be paid by check, issued by the Defendant and delivered to the following address within fourteen (14) days of the full execution of this Settlement Agreement, and receipt of the same by both parties, as follows:

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

3. Upon execution of this Settlement Agreement and approval of the same by the Bankruptcy Court, and subject to the provisions of this Settlement Agreement, the Committee, on behalf of itself, the Debtors, and their Estates, shall be deemed to have released, waived, and discharged the Transferee from any and all liabilities, obligations, actions, suits, judgments, claims, causes of action and demands, known or unknown, whatsoever at law or in equity arising from or in connection with or related to the Avoidance Claims respecting the Transfers and/or any and all other potential Chapter 5 Actions.

4. Upon execution of this Settlement Agreement and subject to the provisions of this Settlement Agreement and approval of the same by the Bankruptcy Court, the Defendant shall be deemed to have released, waived and discharged the Debtors and their Estates, and the Committee, from any and all liabilities, obligations, actions, suits, judgments, claims, causes of action and demands, known or unknown, whatsoever at law or in equity, arising from or in connection with the Adversary Proceeding, including any claim arising from payment of the Settlement Sum pursuant to 11 U.S.C. § 502(h). For avoidance of doubt, nothing contained herein constitutes a waiver of Defendant's rights in and to any filed proof of claim and/or scheduled claim of the Transferee, all of which are exempted from the foregoing waiver provisions of this paragraph and are not waived.

5. 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.

6. 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.

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

8. 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.

9. Within two weeks of the Committee's receipt of the Settlement Sum, the Committee shall file a motion seeking approval of this Settlement Agreement pursuant to Bankruptcy Rule 9019. If the Settlement Agreement is not approved, the Committee shall return the Settlement Sum to the Defendant and 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 Transferee shall be reinstated without any further order of the Court.

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

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

By: 

Its Special Litigation Counsel

Elizabeth L. Janczak, Esq.
Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Telephone: (312) 360-6000
Facsimile: (312) 360-6520

NEWLY WEDS FOODS, INC.

4140 West Fullerton Avenue
Chicago, IL 60639

By: 

John J. Seely

Its: Senior Vice President