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Attorneys for Reorganized Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	
	§	**Case No. 08-45664 (DML)**
Pilgrim's Pride Corporation, *et al.*,	§	
	§	**Chapter 11**
Debtors.	§	
	§	**Jointly Administered**

DEBTORS' RESPONSE TO SECOND AMENDED NOTICE OF, AND MOTION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS BY CERTAIN DOUGLAS GROWERS

[Relates to Docket Nos. 4829, 4831 and 4858]

TO: THE HONORABLE D. MICHAEL LYNN,
UNITED STATES BANKRUPTCY JUDGE:

Pilgrim's Pride Corporation ("PPC") and its affiliated debtors in the above-referenced chapter 11 cases, as reorganized debtors (collectively, the "Debtors")[1] file this their Response (the "Response") to the Second Amended Notice of, and Motion for Allowance and Payment of

Administrative Expense Claims (the "Second Amended Motion") filed by Certain Douglas Growers ("Claimants") and respectfully represent in support thereof:

PRELIMINARY STATEMENT

1. On December 1, 2008 (the "Petition Date"), PPC and its debtor affiliates (the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas, (the "Bankruptcy Court"). The Debtors' cases are being jointly administered under Case No. 08-45664 (DML).

2. Pursuant to section 1129 of the Bankruptcy Code, on December 10, 2009, the Bankruptcy Court entered an order [Docket No. 4399] (the "Confirmation Order"), confirming the Debtors' Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as modified) (the "Plan"). The Plan became effective on December 28, 2009 (the "Effective Date").

3. On December 28, 2009, a Notice of (A) Entry of an Order Confirming the Debtors' Joint Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as Modified) and (B) Occurrence of the Effective Date, was filed with the Court, and set February 26, 2010 (the "Administrative Bar Date") as the deadline to file proofs or requests for payment of claims arising after the Petition Date [Docket No. 4533 (the "Administrative Bar Date Notice").

4. The Administrative Bar Date Notice provided:

> If you are required to file an Administrative Expense Request pursuant to Section 2.1(a) of the Plan and fail to do so by February 26, 2010, you will be forever barred, estopped, and enjoined from asserting such Administrative Expense Claim (and from filing an Administrative Expense Request with respect to such

[1] The Debtors are Pilgrim's Pride Corporation, PFS Distribution Company, PPC Transportation Company, To-Ricos Ltd, To-Ricos Distribution, Ltd., Pilgrim's Pride Corporation of West Virginia, Inc., and PPC Marketing, Ltd.

> Administrative Expense Claim) against the Debtors, their estates, and their property and the Debtors and the Reorganized Debtors will be forever discharged from any and all indebtedness or liability with respect to such Administrative Expense Claim.

5. Claimants were independent contract poultry growers from the Douglas complex in Douglas, Georgia.

6. At the time it was filed, PPC sent the Administrative Bar Date Notice to each of the Claimants, as well as counsel for same.[2]

7. On February 26, 2010 many of the Claimants (the "Compliant Claimants"), filed a Notice of, and Motion for Allowance and Payment of Administrative Expense Claims [Docket No. 4829] (the "Original Motion") as well as an Amended Notice of, and Motion for Allowance and Payment of Administrative Expense Claims [Docket No. 4831] (the "First Amended Motion").

8. Both the Original Motion and the First Amended Motion were filed by the Administrative Bar Date.

9. On March 9, 2010, the Second Amended Motion was filed for the express limited purpose of "adding the names of Douglas Growers". See, Second Amended Motion at note 1.

10. PPC has carefully reviewed the Second Amended Motion and identified multiple individuals and farms that were not movants on the predecessor motions. These parties include Wanda Carter Farm, G. Richeal Dockery Farm, Michael Earl Haskins, Richard Henderson, Lori Henderson, Camp Branch Farms, Samuel Adam Henderson, Regina L. Henderson, Henderson Farms, Sharee Lott, Otis S. Lyons, Jessica M. Lyons, S&J Farms, Wade H. McKinnon, Cheri McKinnon, Hamp McKinnon Farms, H&M Farms, J.M. Pridgen Farms, Michael Smith, Carroll S. Roberts, Elaine Roberts, Carroll S. Roberts Farm, Roberts Poultry, John A. Tillman, John A.

Tillman Farm, Randall Wright and Betty Jo Wright (the "Barred Claimants").

11. While the Second Amended Motion couches itself as an "amendment" to the Original Motion and First Amended Motion, it is really nothing of the sort. It is instead, an improper attempt by the Barred Claimants to circumvent the Administrative Bar Date Notice, and file claims after the Administrative Bar Date had already passed.

12. In an attempt to rectify this situation, counsel for PPC sent an electronic mail correspondence to counsel for the Claimants on March 12, 2010 advising that, as counsel was aware, none of the Barred Claimants complied with the Administrative Bar Date Notice. To date, counsel for the Claimants has completely ignored this correspondence.

13. There is no dispute that the Barred Claimants received the Administrative Bar Date Notice well in advance of the Administrative Bar Date. There is also no dispute that counsel for the Barred Claimants knew of the Administrative Bar Date as such has previously filed the following administrative claims, *in addition* to the Original Motion and the First Amended Motion:

(i) Notice of, and Motion for Allowance and Payment of Administrative Expense Claims on behalf of certain El Dorado Growers [See Docket No. 4441] (the "El Dorado Motion");

(ii) Amended Notice of, and Motion for Allowance and Payment of Administrative Expense Claims on behalf of certain El Dorado Growers [See Docket No. 4827] (the "Amended El Dorado Motion"); and

(iii) Notice of, and Motion for Allowance and Payment of Administrative Expense Claims on behalf of James O. Pate and Ruthie Pate ("Pate") [See Docket No. 4815] (the "Pate

[2] The Certificate of Service regarding the Administrative Bar Date Notice is voluminous and is not attached hereto. Such is available upon request.

Motion")

14. As opposed to the Compliant Claimants, the El Dorado Growers, and Pate, each of the Barred Claimants failed to file a motion for allowance and payment of administrative expense claims by the relevant deadlines. Thus, they are forever barred, estopped, and enjoined from asserting such claims in this Court.

15. Pursuant to the Confirmation Order and Plan, the Barred Claimants' claims were discharged and any judgment regarding those claims is of no effect and void.

16. Further, each of the Barred Claimants are prohibited by the discharge injunction from further asserting their alleged claims.

RESPONSE TO ALLEGATIONS

17. PPC admits the allegations in paragraph 1 of the Second Amended Motion.

18. PPC admits the allegations in paragraph 2 of the Second Amended Motion.

19. PPC denies the allegations in paragraph 3 of the Second Amended Motion.

20. To the extent that Claimants purport to quote or reference case law in paragraph 4 of the Second Amended Motion, PPC states that the opinions speak for themselves and PPC denies any inferences or allegations inconsistent with said opinions.

21. To the extent that Claimants purport to quote or reference case law in paragraph 5 of the Second Amended Motion, PPC states that the opinions speak for themselves and PPC denies any inferences or allegations inconsistent with said opinions.

22. To the extent that Claimants purport to quote or reference case law in paragraph 6 of the Second Amended Motion, PPC states that the opinions speak for themselves and PPC denies any inferences or allegations inconsistent with said opinions.

23. The allegations in paragraph 7 of the Second Amended Motion contain

Claimants' assertions that they are alleging various causes of action against PPC, and as such, no response is necessary.

24. PPC denies the allegations in paragraph 8 of the Second Amended Motion.

25. PPC denies the allegations in paragraph 9 of the Second Amended Motion.

26. PPC denies the allegations in paragraph 10 of the Second Amended Motion.

27. Paragraph 11 does not require a response, however, to the extent one is required PPC denies the allegations contained therein. Each of the Claimants filed unsecured proofs of claim in this case (collectively, the "Grower Claims"). Each of the Grower Claims are largely identical. On or about December 17, 2009 the Debtor filed its Thirty-Ninth Omnibus Objection to Claims and Fortieth Omnibus Objection to Claims (the "Omnibus Objections") wherein the Debtor objected to each of the Grower Claims on the basis that the Debtor is not liable.

28. In response to the allegations in paragraph 12 of the Second Amended Motion, PPC admits that it is a poultry company and that it is known as an "integrator" in the industry. PPC denies the remaining allegations in paragraph 12 of the Second Amended Motion that are not specifically admitted.

29. In response to the allegations in paragraph 13 of the Second Amended Motion, PPC admits that it is a vertically integrated poultry company and that PPC divides its broiler operations into geographic regions called "complexes." Further, PPC admits that PPC delivers feed to the contract growers, and that the feed delivered to the contract growers is manufactured and mixed by Pilgrim's. To the extent that Claimants purport to quote or reference their respective grower contracts, PPC states that the respective grower contracts speak for themselves and PPC denies any inferences or allegations inconsistent with their terms. PPC denies all

remaining allegations in paragraph 13 of the Second Amended Motion that are not specifically admitted.

30. In response to the allegations in paragraph 14 of the Second Amended Motion, PPC admits that Claimants are former PPC independent contract poultry growers.

31. PPC admits the allegations in the first sentence of paragraph 15 of the Second Amended Motion, but denies the remaining allegations in paragraph 15 of the Second Amended Motion.

32. In response to the allegations in paragraph 16 of the Second Amended Motion, PPC admits that it acquired Gold Kist in 2007. PPC further states that the alleged letter referenced in this paragraph speaks for itself and PPC denies all allegations inconsistent with its terms. PPC denies all remaining allegations in paragraph 16 of the Second Amended Motion that are not specifically admitted.

33. PPC denies the allegations in paragraph 17 of the Second Amended Motion.

34. In response to the allegations in paragraph 18 of the Second Amended Motion, PPC admits that it sought bankruptcy protection under Chapter 11 on or about December 1, 2008 and that it continued until December 28, 2009 as a debtor in possession. PPC denies all remaining allegations in paragraph 18 of the Second Amended Motion that are not specifically admitted.

35. In response to the allegations in paragraph 19 of the Second Amended Motion, PPC states that the alleged letter referenced in this paragraph speaks for itself and PPC denies all allegations inconsistent with its terms. PPC denies all remaining allegations in paragraph 19 of the Second Amended Motion.

36. PPC denies the allegations in paragraph 20 of the Second Amended Motion.

37. In response to the allegations in paragraph 21 of the Second Amended Motion, PPC states that the purported explanation and alleged statement made by Clint Rivers and the unidentified industry analyst speak for themselves and PPC denies all allegations inconsistent with their terms. PPC denies all remaining allegations in paragraph 21 of the Second Amended Motion.

38. In response to the allegations in paragraph 22 of the Second Amended Motion, PPC admits that it terminated and/or rejected the contracts of certain poultry growers located in the Siler City, North Carolina and Clinton, Arkansas complexes. PPC denies all remaining allegations in paragraph 22 of the Second Amended Motion that are not specifically admitted.

39. PPC denies the allegations in paragraph 23 of the Second Amended Motion.

40. PPC denies the allegations in paragraph 24 of the Second Amended Motion.

41. In response to the allegations in paragraph 25 of the Second Amended Motion, PPC states that the purported statement made by Don Jackson speaks for itself and PPC denies all allegations inconsistent with its terms. PPC denies all remaining allegation in paragraph 25 of the Second Amended Motion.

42. PPC denies the allegations in paragraph 26 of the Second Amended Motion.

43. PPC denies the allegations in paragraph 27 of the Second Amended Motion.

44. PPC reasserts its responses to all preceding paragraphs in response to paragraph 28 of the Second Amended Motion.

45. To the extent that Claimants purport to quote or reference the PSA in paragraph 29 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA. Further, to the extent that Claimants purport to quote or reference the vacated 2-1 panel decision of the United States Fifth

Circuit Court of Appeals styled *Wheeler v. Pilgrim's Pride Corporation*, 536 F.3d 455 (5th Cir. 2008) (the "Vacated Opinion") in paragraph 29 of the Second Amended Motion, PPC states that the Vacated Opinion speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the Vacated Opinion. Further, PPC responds that it is inappropriate for Claimants to cite to, quote from and/or otherwise rely on a vacated opinion of the Fifth Circuit Court of Appeals. Additionally, Claimants' reliance on the Vacated Opinion is improper because the Fifth Circuit issued a new opinion reversing the Vacated Opinion and holding that Claimants must show an anticompetitive effect in order to prevail under sections 192(a) and (b) of the PSA. *Wheeler v. Pilgrim's Pride Corp.*, 591 F.3d 355 (5th Cir. 2009).

46. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 30 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA.

47. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 31 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA.

48. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 32 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA.

49. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 33 of the Second Amended Motion, PPC states that the PSA

speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA. PPC denies the remaining allegations in paragraph 33 of the Second Amended Motion.

50. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 34 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA. PPC denies the remaining allegations in paragraph 34 of the Second Amended Motion.

51. PPC denies the allegations in paragraph 35 of the Second Amended Motion.

52. Paragraph 36 does not require a response, however, to the extent one is required PPC denies the allegations contained therein.

53. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 37 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA.

54. PPC denies the allegations in paragraph 38 of the Second Amended Motion.

55. PPC denies the allegations in paragraph 39 of the Second Amended Motion.

56. PPC denies the allegations in paragraph 40 of the Second Amended Motion.

57. PPC denies the allegations in paragraph 41 of the Second Amended Motion.

58. PPC denies the allegations in paragraph 42 of the Second Amended Motion.

59. PPC denies the allegations in paragraph 43 of the Second Amended Motion.

60. PPC denies the allegations in paragraph 44 of the Second Amended Motion.

61. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 45 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the

PSA.

62. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 46 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA. PPC denies the remaining allegations in paragraph 46 of the Second Amended Motion.

63. PPC denies the allegations in paragraph 47 of the Second Amended Motion.

64. PPC denies the allegations in paragraph 48 of the Second Amended Motion.

65. PPC denies the allegations in paragraph 49 of the Second Amended Motion.

66. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 50 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA.

67. To the extent that Claimants purport to quote or reference the PSA, or case law interpreting same, in paragraph 51 of the Second Amended Motion, PPC states that the PSA speaks for itself and PPC denies any inferences or allegations inconsistent with the terms of the PSA. PPC denies the remaining allegations in paragraph 51 of the Second Amended Motion.

68. PPC denies the allegations in paragraph 52 of the Second Amended Motion.

69. PPC denies the allegations in paragraph 53 of the Second Amended Motion.

70. PPC denies the allegations in paragraph 54 of the Second Amended Motion.

71. Paragraph 55 does not require a response, however, to the extent one is required PPC denies the allegations contained therein.

72. PPC denies the allegations in paragraph 56 of the Second Amended Motion. Further, to the extent that Claimants purport to quote or reference purported statements made in

paragraph 56 of the Second Amended Motion, PPC states that said statements speak for themselves and PPC denies any inferences or allegations inconsistent with the terms of said statements.

73. PPC denies the allegations in paragraph 57 of the Second Amended Motion.

74. PPC denies the allegations in paragraph 58 of the Second Amended Motion.

75. PPC denies the allegations in paragraph 59 of the Second Amended Motion.

76. PPC denies the allegations in paragraph 60 of the Second Amended Motion.

77. PPC denies the allegations in paragraph 61 of the Second Amended Motion.

78. PPC denies the allegations in paragraph 62 of the Second Amended Motion.

79. PPC denies the allegations in paragraph 63 of the Second Amended Motion.

80. Paragraph 64 does not require a response, however, to the extent one is required PPC denies the allegations contained therein.

81. PPC denies the allegations in paragraph 65 of the Second Amended Motion.

82. PPC denies the allegations in paragraph 66 of the Second Amended Motion.

83. PPC denies the allegations in paragraph 67 of the Second Amended Motion.

84. PPC denies the allegations in paragraph 68 of the Second Amended Motion.

85. PPC denies the allegations in paragraph 69 of the Second Amended Motion.

86. Paragraph 70 does not require a response, however, to the extent one is required PPC denies the allegations contained therein.

87. PPC denies the allegations in paragraph 71 of the Second Amended Motion.

88. PPC denies the allegations in paragraph 72 of the Second Amended Motion.

89. PPC denies the allegations in paragraph 73 of the Second Amended Motion.

90. PPC denies the allegations in paragraph 74 of the Second Amended Motion.

91. PPC denies the allegations in paragraph 75 of the Second Amended Motion.

92. Paragraph 76 does not require a response, however, to the extent one is required PPC denies the allegations contained therein.

93. PPC denies the allegations in paragraph 77 of the Second Amended Motion.

94. PPC denies the allegations in paragraph 78 of the Second Amended Motion.

95. PPC denies the allegations in paragraph 79 of the Second Amended Motion.

AFFIRMATIVE DEFENSES

First Affirmative Defense

96. PPC realleges, adopts by reference and incorporates herein the arguments and objections contained within the Omnibus Objections. Further, the Second Amended Motion fails to state claims and facts upon which relief can be granted in favor of Claimants.

Second Affirmative Defense

97. PPC denies each and every material allegation contained in the Second Amended Motion, not admitted herein. Moreover, PPC denies that Claimants are entitled to recover compensatory or punitive damages or to any of the other relief requested in the Second Amended Motion, under any of the theories of liability relied on by Claimants or under any other theories of liability that might hereafter be asserted in any amended pleadings filed on behalf of Claimants in this action.

Third Affirmative Defense

98. All of the alleged claims arise from alleged prepetition conduct, which is not admitted, and do not constitute claims entitled to administrative expense priority under 11 U.S.C. §503.

Fourth Amended Defense

99. Claimants' causes of action are barred by the parole evidence rule.

Fifth Affirmative Defense

100. Claimants' fraud claims are barred because pursuant to the broiler production agreements entered into between Claimants and PPC, Claimants promised and agreed that they did not rely on any statements not contained in the broiler production agreements.

Sixth Affirmative Defense

101. Claimants that did not sign broiler production agreements with PPC lack standing and/or privity to sue PPC.

Seventh Affirmative Defense

102. Claimants' causes of action are barred by the applicable statute of limitations.

Eighth Affirmative Defense

103. Claimants' claims are barred by the doctrine of release.

Ninth Affirmative Defense

104. Claimants' claims are barred by the statute of frauds.

Tenth Affirmative Defense

105. Claimants are not entitled to recover attorney's fees.

Eleventh Affirmative Defense

106. Claimants' claims are barred by the doctrines of waiver, estoppel, equitable estoppel, ratification and other matters constituting an avoidance or affirmative defense.

Twelfth Affirmative Defense

107. Claimants are not entitled to exemplary damages because such an award will deprive PPC of property and rights without due process of law and will constitute an excessive

and unreasonable fine or penalty prohibited by the Georgia and United States Constitutions.

Thirteenth Affirmative Defense

108. Claimants' fraud theories of recovery are barred by the doctrine of merger.

Fourteenth Affirmative Defense

109. Claimants' claims are barred by comparative fault.

Fifteenth Affirmative Defense

110. Claimants' claims are barred because they have failed to allege sufficient facts either to properly define the product and geographic components of a relevant antitrust market or to support a finding that PPC possesses market power in any relevant antitrust market.

Sixteenth Affirmative Defense

111. Claimants' claims under the Packers & Stockyards Act ("PSA"), 7 U.S.C. §§ 181 *et seq*. are not viable because PPC has not engaged in or used any unfair, unjust, discriminatory or deceptive practice or device.

Seventeenth Affirmative Defense

112. Claimants' claims under the PSA are not viable because PPC has acted at all times in accordance with federal regulations. *See* 9 C.F.R. §§ 201.1 *et seq.*

Eighteenth Affirmative Defense

113. Claimants' claims under the PSA are precluded because PPC has not made or given any undue or unreasonable preference or advantage to any particular person or locality in violation of the PSA.

Nineteenth Affirmative Defense

114. Claimants' claims under the PSA are barred because PPC has not subjected any particular person or locality to any undue or unreasonable prejudice or disadvantage in violation

of the PSA.

Twentieth Affirmative Defense

115. Claimants' claims under the PSA are not viable since the intent of the PSA is not to upset traditional principles of freedom of contract.

Twenty-First Affirmative Defense

116. Claimants' claims under the PSA are precluded because Claimants have not alleged that PPC's conduct injures or interferes with competition and PPC alleged conduct does not injure and/or interfere with competition. *See Wheeler v. Pilgrim's Pride Corp.*, 591 F.3d 355 (5th Cir. 2009) (en banc).

Twenty-Second Affirmative Defense

117. Claimants' claims are barred because Claimants, by the exercise of reasonable care and diligence, could have avoided all or some of the alleged losses, costs, or expenses of which Claimants now complain. Consequently, Claimants, by failing to mitigate, cannot recover damages for any sums that would have been prevented or lessened by the exercise of reasonable diligence.

Twenty-Third Affirmative Defense

118. PPC is entitled to a set-off with respect to certain Claimants.

Twenty-Fourth Affirmative Defense

119. Claimants' claims for exemplary or punitive damages is barred, in whole or in part, and may not be awarded in this case because: (1) such an award would amount to an excessive fine or penalty in violation of the Excessive Fines Clause embodied in the Eighth Amendment to the United States Constitution; (2) the lack of sufficient standards governing exemplary damages in Georgia violates the Due Process Clause of the Fourteenth Amendment of

the United States Constitution; (3) exemplary damages are essentially criminal in nature and thus violate the Due Process Clauses of the United States Constitution and the Georgia Constitutions; and (4) Claimants' claims for exemplary damages violates the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, as well as the Equal Protection Clause of the Georgia Constitution, in that the law governing exemplary damages in Georgia allows the award of disproportionate judgments for similar actions against PPC based only upon material wealth, which constitutes arbitrary and insidious discrimination prohibited by the Equal Protection Clause.

Twenty-Fifth Affirmative Defense

120. Claimants' claims for exemplary damages or punitive damages is barred because PPC did not act intentionally, wantonly, fraudulently or maliciously.

Twenty-Sixth Affirmative Defense

121. Claimants are not entitled to the recovery of exemplary damages and any such award would be prohibited by the Georgia and U.S. Constitutions because any award of exemplary damages would bear no relation to PPC's conduct, if any, relating to Claimants' alleged damages.

Twenty-Seventh Affirmative Defense

122. To the extent that Claimants' establish a *prima facie* claim against PPC, which PPC denies, then Claimants' claim is barred, in whole or in part, by the doctrine of ratification.

Twenty-Eighth Affirmative Defense

123. The Business Judgment Rule bars Claimants' claims in whole or in part.

Twenty-Ninth Affirmative Defense

124. Each of the Barred Claimants are forever barred, estopped, and enjoined from

asserting such claims in this Court.

Thirtieth Affirmative Defense

125. Each of the Barred Claimants' claims were discharged and any judgment regarding those claims is of no effect and void.

Thirty-First Affirmative Defense

126. Each of the Barred Claimants are prohibited by the discharge injunction from further asserting their alleged claims.

Thirty-Second Affirmative Defense

127. PPC reserves the right to plead further pending discovery and to assert all other defenses which are available to it under the Federal Rules of Civil Procedure and the substantive laws of Georgia.

Reservation of Rights

128. The Debtors reserve the right to further object to each of the Grower Claims on any other ground.

WHEREFORE the Debtors respectfully request that the Court issue an order (a) sustaining the Omnibus Objections; (b) disallowing the Grower Claims in their entirety; and (c) granting such other legal and equitable relief as to which the Debtors are entitled.

Dated: March 29, 2010
Dallas, Texas

/s/ David W. Parham

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