App. Ex. E

B10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS | **PROOF OF CLAIM**

Name of Debtor: **PILGRIM'S PRIDE CORPORATION** | Case Number: **08-45664-DML**

NOTE: *This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
MILTON & FAITH BIGGERS

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Gregory M. Zarin
Kane Russell Coleman & Logan PC
3700 Thanksgiving Tower
1601 Elm Street
Dallas, TX 75201

Telephone number: 214-777-4200

Court Claim Number:_____
(*If known*)

Filed on: _____

Name and address where payment should be sent (if different from above):
Nolan Aubrey
Hare, Wynn, Newell & Newton LLP
2025 Third Avenue North
Birmingham, AL 35203

Telephone number: 205-328-5330

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ Unknown

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

2. Basis for Claim: See attached
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: Ricky Arnold, et al c/o Hare Wynn Newell & Newton, LLP
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $_____ **Annual Interest Rate** _____%

Amount of arrearage and other charges as of time case filed included in secured claim, if any: $_____ **Basis for perfection:** _____

Amount of Secured Claim: $_____ **Amount Unsecured:** $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units — 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(___).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. *(See instruction 7 and definition of "redacted" on reverse side.)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 5/26/09

Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nolan Aubrey, Authorized Agent for Claimant
Hare, Wynn, Newell & Newton LLP, 2025 Third Avenue North, Birmingham, AL 35203

FOR COURT USE ONLY
RECEIVED
MAY 28 2009
KURTZMANCARSONCONSULTANTS

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

■ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Exhibit 1

Billy E. Appleby
Ricky Arnold
Lillian Bass
Bobby D. Beavers
Phyllis Blackshire
Anita J. Taylor f/k/a Anita J. Breshears
George Brents
Herman K. Brents
Brents Farm LLC
Janie S. Brown
Jerry M. Brown
Peggy Bryant
Sharon K. Bryant
Marilyn S. Carr
Chism Farms
Jamie L. & Jana A. Coffman
W And J Ranch, Inc.
Linda J. Cothern
Diana Curry
Phillip A. DeSalvo
Tony J. DeSalvo
Barbara L. Dixon
Darris Dixon Farm
Brad J. Dunlap
Carrolyn Dunlap
Charles W. Dunlap
Jerry J. Dunlap
Nell Dunn
Burl D. Duvall
Jerry D. Duvall
Paul W. Duvall
Rodney Edwards
Darlene A. Embry
Angela N. Faulkner
Gayle Faulkner
Randy W. Findley
Christopher K. Flory
Darrell K. Flory
Michael B. Gadberry
GibSo Family Partnership
Jerry N. Golden
Linda Golden
William D. & Geraldine Hartman
William S. Hartman
J & M Hawkins' Farm, Inc.
Randy Hayes
Alan Hoelzeman
Timothy Honeycutt
Mary S. Huie
Frankie L. Ingram
Ronnie L. Jones
Scott W. and Deana L. Jones
Johnny Joslin
L. Shane Kasper
Joe E. Keeton
James & Carol Mallett
Charles A. Malone
Dalton T. Malone
Marion W. Martin
Steve C. Masingill
Benny McClaren
Eric Q. McClaren
Martha E. McClaren
Michael B. McNabb
Jimmy B. Miller & Charlene M. Miller
James Miller Jr.
Mary R. Miller
Mary E. & Charles E. Miller
Loretta & Shawna Miller
Sherman D. Millsap
Doris Peugh
Kyle R. Price
Gary R. Pulliam
Jeremy G. Rainey
William D. Roberson
Josh Rogers
Ralph W. Ruff Jr.
Travis L. Sims
Paul L. Singleton
Benjamin L. & Cleta M. Sommers
Frank E. Southard
Dale D. Stracner
Roger A. Stratton
Roy Sullivan
Troy A. Vang
Steve Trafford
Julie A. Trigg
Jerri C. Wallace
Mike L. Wallace
John A. Wesley
Thomas W. Whillock
Billy E. & Charlotte T. Wilchman
Benny & Annette Williams
David K. Williams
Greg Williams d/b/a David L. Williams
Lawrence F. Williams
Shirley Williams
Linda S. Wooten
Rodney N. Wyllia
Wyllia Farms, LLC
Paul Zimmerman

Proof of Claim Summary

1. Summary of Claimant's Claims.[1]

Claimant is a poultry grower (as defined under Arkansas law), with a farm and/or farming operations located in Arkansas. Claimant asserts certain claims and causes of action against Pilgrim's Pride Corporation ("PPC"), which are more specifically described in the Plaintiffs' Original Complaint, (the "Original Complaint") filed in the Circuit Court of Van Buren County, Arkansas on September 10, 2008, and styled *Ricky Arnold, et al. v. Pilgrim's Pride Corporation, Danny Boone and Jamie Statler*, Case No. CV2008-198-5, (the "Prepetition Lawsuit"). A true and correct copy of the Original Complaint is attached hereto and incorporated by reference.[2]

Claimant was enticed to become a poultry grower on representations that broilers would be provided as long as they were requested, that Claimant's loans would be paid from the broiler proceeds, and that Claimant would one day own its poultry operations free of debt, thus providing substantial income potential to Claimant. Based on these representations, Claimant borrowed and/or otherwise spent substantial amounts of money in acquiring equipment to shelter and feed broilers, to build broiler facilities, and to commence poultry grower operations. Claimant operated its poultry farming operations for PPC until directed on or around August 11, 2008.

Claimant's claims against PPC include, without limitation, claims for (i) fraud and deceit, constructive fraud and fraud in the inducement, (ii) promissory estoppel under Arkansas state law, and (iii) violations of the Arkansas Livestock and Poultry Contract Protections Act, Ark. Code Ann. §2-32-201, *et seq.*

2. Claimant's Damages Calculation on its Claims Against PPC at Petition Date.

Claimant's facilities and operations are special purpose and the cessation of its business with PPC has caused and will continue to cause Claimant to lose profits equal to revenues less the expenses. The claim amount set forth on the face of this proof of claim represents lost profits as a result of the acts or omissions of PPC, determined by estimating Claimant's annual revenue and expenses over a twelve year period less the number of years Claimant conducted its poultry grower business.

Claimant also has and hereby asserts a claim for damages in an unspecified amount for, among other things, all costs associated with the building and startup of Claimant's poultry operations, reimbursement for expenditures in connection with operation of Claimant's poultry operations, all other direct capital expenditures, and all other incidental or consequential damages proximately caused by the fault and conduct of PPC.

---

[1] The following is only a summary of Claimant's claims and reference should be made to the Original Complaint for a complete description of Claimant's claims and causes of action against PPC.

[2] Claimant is either a plaintiff in the Prepetition Lawsuit, or is not presently a party to the Prepetition Lawsuit but has identical claims and causes of action against PPC as the plaintiffs in the Prepetition Lawsuit.

3. Supporting Documentation.

- Plaintiffs' Original Complaint, filed in the Circuit Court of Van Buren County, Arkansas on September 10, 2008, and styled *Ricky Arnold, et al. v. Pilgrim's Pride Corporation, Danny Boone and Jamie Statler*, Case No. CV2008-198-5.
- Additional documentation is available upon request.

4. Other Rights.

Claimant further reserves the right to amend this claim for any reason including, but not limited to, asserting any and all other claims that Claimant may have against PPC to which the Claimant might be entitled, or if Claimant discovers further damages caused by PPC. The filing of this proof of claim is not to be construed as an election of remedies. This claim is filed without waiver, limitation and/or modification of any of Claimant's rights and remedies against PPC or any other party. To the extent this claim is a secured claim, Claimant asserts a secured claim.

By filing this proof of claim, Claimant does not waive its rights under applicable law or to a jury trial under the Seventh Amendment of the United States Constitution as to any and all issues to be tried or litigated.

IN THE CIRCUIT COURT OF VAN BUREN COUNTY, ARKANSAS

FILED
2008 SEP 10 PM 2:15
F.S. "CAT" DAVIS
COUNTY & CIRCUIT CLERK
VAN BUREN CO., ARKANSAS

RICKY ARNOLD, *et al.* PLAINTIFFS

Vs. NO. CV2008-196-5

PILGRIM'S PRIDE CORPORATION,
DANNY BOONE and JAMIE STATLER DEFENDANTS

PLAINTIFFS' ORIGINAL COMPLAINT

James J. Thompson, Jr.
Nolan E. Awbrey
HARE, WYNN, NEWELL & NEWTON, L.L.P.
A Limited Liability Partnership
The Massey Building
2025 Third Avenue North
Birmingham, Alabama 35203
(205) 328-5330

Paul Byrd
HARE, WYNN, NEWELL & NEWTON, L.L.P.
A Limited Liability Partnership
4220 N. Rodney Parham Road
Little Rock, Arkansas 72212
(501) 225-5500

Clark W. Mason
CLARK MASON ATTORNEYS
The Prospect Building
1501 N. University, Ste. 350
Little Rock, Arkansas 72207
(501) 219-0077

ATTORNEYS FOR PLAINTIFFS

IN THE CIRCUIT COURT OF VAN BUREN COUNTY, ARKANSAS

RICKY AND DEBBIE ARNOLD, HAROLD AND JANIE BROWN
PEGGY BRYANT, SHARON BRYANT, MICHAEL AND NEAL
CHISM, JAMES AND DIANA CURRY, PHILLIP DeSALVO,
TONY DeSALVO, BARBARA DIXON, DARRIS AND SARAH
DIXON, BRAD AND ROBIN DUNLAP, CARROLYN DUNLAP,
CHARLES AND SANDRA DUNLAP, JERRY DUNLAP,
NEIL AND BRADLEY DUNN, JERRY AND KATHY DUVALL,
RODNEY EDWARDS, CHRIS FLORY, DARRELL FLORY
MICHAEL GADBERRY, JOE AND MARILYN HAWKINS,
TIMOTHY E. HONEYCUTT, JR., MARY HUIE, JOHN JOSLIN,
JOE AND PRISCILLA KEETON, CHARLES MALONE, WAYNE MARTIN,
STEVE MASINGILL, BENNY McCLAREN, ERIC McCLAREN,
MARTHA McCLAREN, CHARLES AND MARY MILLER,
JAMES MILLER, JIMMY AND CHARLENE MILLER,
MARY MILLER, SHAWNA MILLER, SHERMAN MILLSAP,
RALPH AND NANCY RUFF, TRAVIS SIMS,
CLAY STOVER, ROGER AND MARIA STRATTON, BRYAN AND
JULIE TRIGG, DEAN AND CHRISTY WALLACE, JOHN WESLEY,
TOM WHILLOCK, BILLY AND CHARLOTTE WILCHMAN, BENNY AND
ANNETTE WILLIAMS, GREG WILLIAMS d/b/a T & W Farm
and David Williams Poultry Farm, TERRY WILLIAMS, LAWRENCE
AND PHYLIS WILLIAMS, LINDA WOOTEN, PAUL AND DANA
ZIMMERMAN, BILLY APPLEBY, WILLIAM BASS, BOBBY BEAVERS,
GEORGE BRENTS, KEITH BRENTS, MARILYN CARR, RONNIE JONES,
GARY PULLIAM, JOSH AND TARA ROGERS, DAVID ROHERSAN,
ROY SULLIVAN, DALE AND JUDY STRACNER, WAYNE COLE,
BURL DUVALL, RANDY FINDLEY, RANDY AND MILNA HAYES,
SHANE KASPER, BENNY AND GAYLE FALKNER, BRADLEY
AND ANGIE FAULKNER and JEREMY RAINEY PLAINTIFFS

Vs. NO. _____

PILGRIM'S PRIDE CORPORATION, DANNY BOONE
And JAMIE STATLER DEFENDANTS

COME NOW the Plaintiffs, and for their causes of action against the Defendants, allege and state as follows:

I.
INTRODUCTION
AND SUMMARY OF PLAINTIFFS' CLAIMS

1. This is an action for compensatory and punitive damages asserted by or on behalf of SEVENTY FOUR (74) separate poultry growing farms located throughout Conway County, Van Buren County, Pope County, and Perry County, Arkansas for both monetary and equitable relief and for the following causes of action: promissory estoppel, fraud, deceit, misrepresentation, constructive fraud, fraud in the inducement, violations of the Arkansas Livestock and Poultry Contract Protection Act, declaratory judgment and punitive damages.

2. The Plaintiffs are individual residents of Arkansas with the exception of one corporation organized and existing under the laws of the State of Arkansas. Separate Plaintiffs Ricky and Debbie Arnold, Harold and Janie Brown, Peggy Bryant, Sharon Bryant, Michael and Neal Chism, James and Diana Curry, Phillip DeSalvo, Tony DeSalvo, Barbara Dixon, Darris and Sarah Dixon, Brad and Robin Dunlap, Carrolyn Dunlap, Charles and Sandra Dunlap, Jerry Dunlap, Neil and Bradley Dunn, Jerry and Kathy Duvall, Rodney Edwards, Chris Flory, Darrell Flory, Michael Gadberry, Joe and Marilyn Hawkins, Randy and Mina Hayes, Timothy E. Honeycutt, Jr., Mary Hule, John Joslin, Joe and Priscilla Keeton, Charles Malone, Wayne Martin, Steve Masingill, Benny McClaren, Eric McClaren, Martha McClaren, Charles and Mary Miller, James Miller, Jimmy and Charlene Miller, Mary Miller, Shawna Miller, Sherman Millsap, Ralph and Nancy Ruff, Travis Sims, Clay Stover, Roger and Maria Stratton, Bryan and Julie Trigg, Dean and Christy Wallace, John Wesley, Tom Whitlock, Billy and Charlotte Wichman, Benny and Annette Williams, Greg Williams d/b/a T & W Farm and David Williams

Poultry Farm, Terry Williams, Lawrence and Phyllis Williams, Linda Wooten, and Paul and Dana Zimmerman are residents of Conway County, Arkansas. Separate Plaintiffs Billy Appleby, William Bass, Bobby Beavers, George Brents, Keith Brents, Marilyn Carr, Ronnie Jones, Gary Pulliam, Josh and Tara Rogers, David Rohersan, Roy Sullivan, Dale and Judy Stracner are residents of Van Buren County, Arkansas. Separate Plaintiffs Wayne Cole, Burl Duvall, Randy Findley, and Shane Kasper are residents of Pope County, Arkansas. Benny and Gayle Falkner, Bradley and Angie Faulkner, and Jeremy Rainey are residents of Perry County, Arkansas. As an action for fraud, and with Van Buren County the residence of Plaintiffs Billy Appleby, William Bass, Bobby Beavers, George Brents, Keith Brents, Marilyn Carr, Ronnie Jones, Gary Pulliam, Josh and Tara Rogers, David Rohersan, Roy Sullivan, Dale and Judy Stracner and their respective farms venue in this Court is premised in part and authorized by *Ark. Code Ann. §16-60-113(b).*

Plaintiff J & M Hawkins Farm, Inc. is a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Conway County, Arkansas.

All Plaintiffs were, until August 11, 2008, poultry growers raising live broilers for the exclusive benefit of PILGRIM'S PRIDE, CORPORATION (hereinafter "PILGRIM'S PRIDE").

All Plaintiffs' claims arise out of common facts, have common questions of law, and arise out of the same series of transactions or occurrences.

The Plaintiffs' claims result, in part, from their detrimental reliance upon false representations of material facts by PILGRIM'S PRIDE representatives, and in particular

many of which came directly from or at the direction of the individual defendants named herein, or those of its predecessor companies, collectively hereinafter referred to as PILGRIM'S PRIDE, made with either knowledge that they were false or made with insufficient evidence upon which to make the representations. As a result of their reliance upon PILGRIM'S PRIDE'S representations, the Plaintiffs were induced to build, and did build at great expense, commercial broiler houses and operations for the exclusive benefit of PILGRIM'S PRIDE.

The representations of PILGRIM'S PRIDE included, but are not necessarily limited to, repeated assurances from PILGRIM'S PRIDE representatives, including the individual defendants herein, that PILGRIM'S PRIDE would provide broilers to the Plaintiffs "for as long as the Plaintiffs' wanted to raise broilers", that PILGRIM'S PRIDE would provide broilers upon which the Plaintiff's could receive income to pay off the necessary loans to build their operations and have retirement income debt free, and that as long as the Plaintiffs did their part, "they would have broilers to raise", that "your grandkids will have chickens" and that "PILGRIM'S PRIDE'S Clinton Complex was in operation to stay".

In reliance upon the false statements of PILGRIM'S PRIDE, through their authorized representatives, the Plaintiffs borrowed or otherwise spent substantial amounts of money to build broiler houses and operations and commence raising broilers for PILGRIM'S PRIDE.

The Plaintiffs have consistently raised broilers for PILGRIM'S PRIDE in conformity with all requirements and directives from PILGRIM'S PRIDE. PILGRIM'S PRIDE specified the particular equipment to be purchased and used, the specifics of the

poultry houses' designs, and the methods and processes to be used. The Plaintiffs operated their farms as directed by PILGRIM'S PRIDE and under PILGRIM'S PRIDE'S control and supervision from the date their respective poultry operations were completed until on or around August 11, 2008.

On August 11, 2008, and totally without any prior indication or warnings, the Plaintiffs learned through a mass mailing addressed to "Dear Clinton, Arkansas, Contract Grower:", that PILGRIM'S PRIDE was "idling"...their Clinton, Arkansas chicken processing plant, and that "As a result of these actions, chick placements to all Clinton contract growers will end effective Tuesday, August 12." All Plaintiffs herein are contract growers for PILGRIM'S PRIDE'S Clinton complex. It was at this point that the Plaintiffs first learned that the statements and representations of PILGRIM'S PRIDE.

As a result of PILGRIM'S PRIDE'S "idling" on August 12, 2008, the Plaintiffs and in many instances their lenders, now own poultry operations that are useless for any other commercial purpose. In most instances the Plaintiffs remain saddled with enormous debt associated with their poultry operations that cannot be paid without the proceeds from their poultry operations. Moreover, not only are the Plaintiffs' poultry operations useless for other commercial purposes, due to PILGRIM'S PRIDE'S "idling" the Plaintiffs' poultry operations are now of little or no value.

Thus, as of August 11, 2008 the Plaintiffs' poultry operations were transformed from stable, income generating assets into serious and substantial liabilities, and the years of money, sweat and devotion that the Plaintiffs invested in their farms vanished. PILGRIM'S PRIDE'S "idling" robbed the Plaintiffs from all expectation and opportunity for the future income that they had been promised, upon which they relied and for which

the Plaintiffs had worked towards since inception seven days a week.

Damages sought by the Plaintiffs include all costs associated with the building and startup of the Plaintiffs' poultry operations, reimbursement for expenditures required by PILGRIM'S PRIDE or its affiliates in connection with operation of the Plaintiffs' poultry operations, all other direct capital expenditures, the Plaintiffs' loss of future income, and all other incidental or consequential damages proximately caused by the fault and conduct of the Defendants, and, most certainly, ample punitive damages to both punish PILGRIM'S PRIDE and deter others from this type of intolerable corporate conduct that has devastated the lives of the Plaintiffs, their families and their communities.

II.
VENUE AND JURISDICTION

3. Because this is an action for fraud, and because many of the Plaintiffs listed above are residents of Van Buren County, and because PILGRIM'S PRIDE and individual Defendant DANNY BOONE may be served in Van Buren County, venue in this Court is premised in part and authorized by *Ark. Code Ann. §16-60-113(b) and § 16-60-116.* The claims of the other Plaintiffs listed above are properly joined in this action since Defendants committed its torts in Arkansas, because this Court has jurisdiction over all Defendants and, for convenience of the parties and court, these Plaintiffs' cases are permissively joined with the claims of the other plaintiffs in this action.

4. Defendant PILGRIM'S PRIDE is a Delaware corporation with its principal place of business in Pittsburg, Camp County, Texas and which maintains branch offices in Van Buren County, Arkansas, and may be served in Van Buren County, Arkansas.

5. Defendant DANNY BOONE is, upon information and belief, an individual resident of Van Buren County, Arkansas who, at all times relevant herein, was acting as an agent, servant or employee of PILGRIM'S PRIDE and an individual whose acts were ratified by PILGRIM'S PRIDE and had sufficient managerial responsibility, actual authority and apparent authority to make representations binding PILGRIM'S PRIDE and exposing PILGRIM'S PRIDE to punitive damages under Arkansas law for the causes of action asserted herein. Defendant JAMIE STATLER is, upon information and belief, an individual resident of Pope County, Arkansas who, at all times relevant herein, was acting as an agent, servant or employee of PILGRIM'S PRIDE and an individual whose acts were ratified by PILGRIM'S PRIDE and had sufficient managerial responsibility, actual authority and apparent authority to make representations binding PILGRIM'S PRIDE and exposing PILGRIM'S PRIDE to punitive damages under Arkansas law for the causes of action asserted herein.

III.
FACTS APPLICABLE TO ALL COUNTS

A. **All of Plaintiffs' Poultry Operations Have Been Conducted In Arkansas, Plaintiffs' Production Agreements and Operations for PILGRIM'S PRIDE Have Absolutely No Contact with Texas and Venue is Proper in Van Buren County, Arkansas**

6. Plaintiffs are all poultry "growers" as that term is defined under Arkansas law. All of the Plaintiffs' farms and farming operations are located solely in Central Arkansas and do not extend into Texas. Plaintiffs raised chickens at their Arkansas poultry farms for slaughter by PILGRIM'S PRIDE, exclusively at its processing facility in Clinton, Arkansas.

7. No part of the Plaintiffs' relationships with PILGRIM'S PRIDE was

performable in Texas, entered into in Texas, governed by Texas law, or in any way related to Texas, substantially or otherwise.

8. The Plaintiffs entered into Production Agreements with PILGRIM'S PRIDE in Arkansas. All of the Plaintiffs had their chicks, feed and other business services delivered or otherwise provided to them by PILGRIM'S PRIDE plant in Clinton, Arkansas or its feed mill in Atkins, Arkansas. No agreements were ever executed in Texas by any of the Plaintiffs or any of the Defendants.

9. Each of the Plaintiffs has received all of its chicks from PILGRIM'S PRIDE breeder farms located in Arkansas. None of the chicks was received by Plaintiffs from Texas.

10. Each of the Plaintiffs has received all of the feed for their poultry operations on their farms in Arkansas and all of that feed was sent to Plaintiffs by PILGRIM'S PRIDE from its feed mill in Atkins, Arkansas. None of this feed was transported from or to Texas. On no occasion was feed from PILGRIM'S PRIDE feed mills in Texas delivered to Plaintiffs.

11. Each of the Plaintiffs has received all service technician counseling on their farms located in Arkansas. No service technicians counseled Plaintiffs from Texas, reside in Texas, or ever met with any of the Plaintiffs in Texas.

12. Rather than deliver their mature chickens to PILGRIM'S PRIDE, PILGRIM'S PRIDE picked up mature chickens at the Plaintiffs' farms located in Arkansas. All chickens were delivered for slaughter to PILGRIM'S PRIDE facilities in Clinton, Arkansas.

13. None of PILGRIM'S PRIDE chickens raised by Plaintiffs were delivered to

facilities in Texas or were slaughtered, processed or packaged in Texas.

14. The Plaintiffs received all medications for its poultry operations from service technicians in Arkansas, and all of that medication was shipped or delivered to Plaintiffs in Arkansas. None of this medication was transported from or to Texas.

15. Each of the Plaintiffs has communicated exclusively with PILGRIM'S PRIDE Live Production managers and service technicians in Arkansas. None of those communications was with PILGRIM'S PRIDE personnel in Texas.

16. Each of the Plaintiffs' Production contracts with PILGRIM'S PRIDE was presented to Plaintiffs in Arkansas and none of the contracts was sent by Plaintiffs to Texas. None of the discussions regarding these contracts by Plaintiffs took place with individuals in Texas.

17. No Plaintiffs sent, at any time, poultry byproducts or poultry to Texas, including any feathers, blood, feet, heads, or entrails. At no time did any PILGRIM'S PRIDE representative ever represent to any Plaintiff that byproducts from PILGRIM'S PRIDE chicks raised by Plaintiffs were delivered to any facility in Texas after PILGRIM'S PRIDE picked up the grown chickens at Plaintiffs' farms.

18. All of the performance of Plaintiffs' production agreements with PILGRIM'S PRIDE occurred, in every respect, in Arkansas. None of the performance of Plaintiffs' contracts with PILGRIM'S PRIDE occurred, in any respect, in Texas.

19. All of the Plaintiffs were paid by PILGRIM'S PRIDE based on a "tournament system" that included only Arkansas PILGRIM'S PRIDE growers. The payment of Plaintiffs has never included any growers in Texas for purposes of computing compensation, feed conversions, or average costs in Plaintiffs' contracts with

PILGRIM'S PRIDE.

20. All of PILGRIM'S PRIDE guidelines and directives communicated to Plaintiffs through documents were handed to, left with or otherwise delivered to Plaintiffs in Arkansas. No guidelines or directives by PILGRIM'S PRIDE were made to Plaintiffs in Texas.

21. All of Plaintiffs' production agreements with PILGRIM'S PRIDE are connected only with the State of Arkansas. None of Plaintiffs' contracts has a minimal connection with Texas. None of Plaintiffs' contracts has a substantial connection with Texas. Plaintiffs affirmatively plead that there is a lack of a substantial or meaningful connection between their PILGRIM'S PRIDE contracts and the State of Texas.

B. PILGRIM'S PRIDE Recruitment of Plaintiffs and Promises to Plaintiffs

22. Commencing in the 1970's PILGRIM'S PRIDE precursor companies began commenced recruiting individuals to grow live broilers. Such recruiting continued through the 1980's and by the 1990's, PILGRIM'S PRIDE'S precursor company and predecessor-in-interest, ConAgra Foods' Chicken Division, – through its managers and others – began aggressively seeking broiler growers to raise broiler chickens in an effort to expand their live broiler operations in the Clinton complex of growers. In or around 2003 PILGRIM'S PRIDE purchased ConAgra Foods' Chicken Division by virtue of a stock purchase and ConAgra's Chicken Division was subsumed into PILGRIM'S PRIDE. In similar fashion, PILGRIM'S PRIDE had previously purchased additional precursor companies such as Valmac, Wayne Farms, J. K. Southerland and others in its effort to become the country's largest producer of chicken products. Upon the purchase of ConAgra's Chicken Division, it achieved that goal and PILGRIM'S PRIDE is

now the largest chicken company in the United States, and second largest in Mexico. Thus the individuals recruiting growers, notably the individual Defendants and others, now working for PILGRIM'S PRIDE, continued recruiting growers for its Clinton, Arkansas of operations. Upon the purchase of ConAgra's Chicken Division by PILGRIM'S PRIDE, and through purchases of its other precursor companies, PILGRIM'S PRIDE adopted and ratified all recruiting representations to Plaintiffs. Thereafter, these individual Defendants continued making representations to Plaintiffs and other Arkansas growers.

23. PILGRIM'S PRIDE and the individual Defendants made numerous false and fraudulent representations to Plaintiffs. The Defendants promised and represented to the Plaintiffs that they would always receive chicks of a good and consistent quality and that Plaintiffs would earn a consistent, stable income from their broiler operations as long as they wished to do so, which the Defendants knew or should have known was a false and fraudulent promise and/or representation, or made without sufficient basis upon which to make, and upon which the Plaintiffs reasonably relied.

24. Even into the 2000's PILGRIM'S PRIDE continued its active recruitment of potential broiler growers through its personnel. Such personnel included Danny Boone and Jamie Statler, together with others whose specific identity is either unknown or uncertain at this time (the "recruiters"). As of August 11, 2008 separate Defendant Danny Boone served as the growout supervisor for PILGRIM'S PRIDE. And while Boone had served in many capacities in the past both with PILGRIM'S PRIDE and its precursor companies, of the Plaintiffs named herein, Boone actively served as the recruiter for a minimum of forty seven (47) of the farms represented in this action, and at

all times relevant herein was directly involved in recruiting the growers and making the representations upon which the Plaintiff's, and in most instances their lenders as well, reasonably relied.

Upon information and belief separate Defendant Jamie Statler was, as of August 11, 2002, the Complex Manager of PILGRIM'S PRIDE'S Clinton Complex. Yet at all relevant times herein and both throughout his years with PILGRIM'S PRIDE and during his employment with PILGRIM'S PRIDE'S precursor companies, Statler served as the immediate supervisor of Danny Boone. In many instances Statler, rather than Boone was the primary recruiter of growers, and often times Statler worked directly with Boone to entice individuals to become growers for PILGRIM'S PRIDE. All acts and conduct by Danny Boone with respect to his many representations forming the basis of this matter and upon which the Plaintiffs reasonably relied were made with either the direct knowledge of Jamie Statler, or under Statler's supervision and control.

25. At all times relevant herein, in the process the recruiters such as Defendants Boone and Statler sought out individuals who would invest the necessary sums and incur the substantial debt necessary to build and operate broiler houses. The recruiters contacted individuals, banks, lenders and others with the motive of convincing farmers to become exclusive broiler growers for PILGRIM'S PRIDE, and assuring the farmers and banks that the growers would be provided with chickens to raise as long as they wanted to raise chickens, that their loans would be paid from the broiler proceeds, and that one day the growers would own their poultry operations free of debt, that they could retire and live off the proceeds and likewise ultimately pass along their operations to their children and grandchildren. Many of these assurances were provided to the

Plaintiffs and their lenders in the form of "Commitment Letters", just a few examples of which include:

11-16-94

To whom it may concern: ConAgra Frozen Foods will furnish broilers to the Tommy Wooten as soon as housing is built according to our specifications.

4 Houses – 400 x 40

Sincerely,
s/ Danny Boone
Broiler Serviceman

2-21-95

To whom it may concern: ConAgra Frozen Foods will furnish broilers to the Jerry Dunlap as soon as housing is built according to our specifications.

4 – 400 x 40

Sincerely,
s/ Danny Boone
Broiler Serviceman

5-16-95

To whom it may concern: ConAgra Frozen Foods will furnish broilers to the Brad Dunlap as soon as housing is built according to our specifications.

4 – 400 x 40

Sincerely,
s/ Danny Boone
Broiler Serviceman

5-15-95

To whom it may concern: ConAgra Frozen Foods will furnish broilers to the Christy Dunlap as soon as housing is built according to our specifications.

2 – 400 x 40

Sincerely,
s/ Danny Boone
Broiler Serviceman

8-1-95 — To whom it may concern: ConAgra Frozen Foods will furnish broilers to the Paul Zimmerman as soon as housing is built according to our specifications.

2 – 800 x 60

Sincerely,
s/ Danny Boone
Broiler Serviceman

9-1-96 — To whom it may concern: ConAgra Frozen Foods will furnish broilers to Jimmy Miller as soon as housing is built according to our specifications.

Sincerely,
s/ Danny Boone
Broiler Serviceman

7-5-97 — To whom it may concern: ConAgra Frozen Foods will furnish broilers to Ralph Ruff as soon as housing is built according to our specifications.

Sincerely,
s/ Danny Boone
Broiler Serviceman

July 11, 1997 — TO WHOM IT MAY CONCERN: ConAgra Frozen Foods will commit to placing broilers on the Shane Kasper farm upon completion of housing that meets the current broiler contract housing specifications.

Sincerely,
s/ D. Boone
Broiler Serviceman

1-31-00 — To whom it may concern: ConAgra Frozen Foods will furnish broilers to Dale & Judy Stracner as soon as housing is built according to our specifications.

2 – 43 x 500

Sincerely,
s/ Jamie Statler
Broiler Serviceman

January 30, 2000 — Greg Flowers
Farm Credit
609 East Broadway
Morriton, Ar 72110

To whom it May Concern: ConAgra will place broilers on the Travis Simms farm as soon as all ConAgra specifications are meet.[sic] The farm size will consist of [4] 40'x400' blackout houses.

Sincerely,
s/ Jamie Statler
Location Manager, Atkins

4-23-2002 — To whom it may concern: ConAgra Poultry will furnish broilers to Jerry Desalvo (Desalvo Farms) as soon as housing is built according to our specifications.

3 houses – 42 x 500

Sincerely,
s/ Danny Boone
Broiler Service Supervisor

8-6-2002 — To whom it may concern: ConAgra will place broilers on the Ronnie Jones farm as soon as all ConAgra specifications are meet. The house must be constructed according to ConAgra specs.

Sincerely,
s/ Jamie Statler
Location Manager
ConAgra Poultry

s/ Danny Boone
Broiler Service Supervisor
ConAgra Poultry

4-1-2003 To whom it may concern: ConAgra Poultry will place broilers on the Clay Stover farm as soon as all ConAgra specifications are meet. [sic] The house must be constructed according to Conagra specs.

Sincerely,
s/ Jamie Statler
Location Manager
ConAgra Poultry

s/ Danny Boone
Broiler Service Supervisor
ConAgra Poultry

4-30-2003 To whom it may concern: ConAgra Poultry will place broilers on the Paul Zimmerman farm as soon as all ConAgra specifications are meet. [sic] The house must be constructed according to Conagra specs.

Sincerely,
s/ Jamie Statler
Location Manager
ConAgra Poultry

s/ Danny Boone
Broiler Service Supervisor
ConAgra Poultry

9-17-04 To whom it may concern: Pilgrim Pride [sic] Poultry will place Broilers on the Melissa Conley Farm for James Curry as soon as all Pilgrim Pride [sic] specifications are met. There [sic] needs to be 14 new brooders, two spacer heaters and rainbow foggers in each house to

upgrade to current standards. Any other modifications may be requested on final inspection to obtain contract.

Sincerely,
s/ Danny Boone
Growout Supervisor
Pilgrim [sic] Pride Atkins

12-1-05 To whom it May Concern: Pilgrim's Pride will place Broilers on the Timothy Honeycutt Farm as soon as all Pilgrim's Pride specifications are met. The houses must be according to Pilgrim's Pride specs.

Sincerely,
s/ Jamie Statler
Location Manager

s/ Danny Boone
Growout Supervisor

12-1-05 To whom it May Concern: Pilgrim's Pride will place Broilers on the Roger Stratton Farm as soon as all Pilgrim's Pride specifications are met. The houses must be according to Pilgrim's Pride specs.

Sincerely,
s/ Jamie Statler
Location Manager

s/ Danny Boone
Growout Supervisor

At all times relevant herein the recruiters, including Defendants Boone and Statler, were acting as agents, servants or employees of PILGRIM'S PRIDE within the scope of their employment.

C. PILGRIM'S PRIDE Complete Vertical "Integration" of Poultry Production

26. PILGRIM'S PRIDE completely controls its broiler production by utilizing

these broiler farmers or "growers," such as Plaintiffs, ultimately achieving complete integration of the broiler business, whereby PILGRIM'S PRIDE provides growers with newborn chicks and feed, all at a minimal cost to PILGRIM'S PRIDE, and has growers build and likewise operate broiler house operations, a much higher capital expenditure. Plaintiffs were required to supply the land, buildings, equipment, utilities and labor to raise PILGRIM'S PRIDE broilers. They were further required to enter into large loans, in most cases in the hundreds of thousands of dollars and in some cases over a million dollars, to construct the facilities required to raise PILGRIM'S PRIDE broilers. The grown chickens would ultimately be picked up by PILGRIM'S PRIDE for slaughter and processing. PILGRIM'S PRIDE plan would require the growers, rather than PILGRIM'S PRIDE, to assume substantial debt or otherwise make substantial investments. Merely building a minimum four-barn broiler farm typically costs well in excess of $500,000. PILGRIM'S PRIDE and the Plaintiffs knew that Plaintiffs' entry into this business would only be feasible as a long term investment.

27. PILGRIM'S PRIDE is a vertically-integrated company that controls the production, processing, and distribution of broilers. Within the poultry business, PILGRIM'S PRIDE is known as an "integrator." This means that PILGRIM'S PRIDE owns and operates the entire means of producing chicken meat, including breeder flocks, pullet farms, breeder houses, hatcheries, feed mills, processing plants, and distribution centers. PILGRIM'S PRIDE geographically divides its broiler operations into "complexes," spread over different regions of the United States. Each complex has at least one pullet farm (for producing breeders), one breeder farm, one hatchery, one feed mill and one processing plant. Through these facilities for each complex,

PILGRIM'S PRIDE thus completely controls the operations through which broilers are produced in a given geographic region. It collects eggs from hens on its breeder farms, and then sends the eggs to a company-owned hatchery. After they are hatched, PILGRIM'S PRIDE then delivers the baby chicks to independent growers such as the Plaintiffs who raise the broilers as directed by PILGRIM'S PRIDE, with PILGRIM'S PRIDE controlling the manner and means of growers' day to day activities in connection with raising its broilers.

28. PILGRIM'S PRIDE also delivers the feed to the contract growers. This feed is manufactured and mixed by PILGRIM'S PRIDE and includes numerous artificial growth agents. The growers are not permitted to alter the composition of the feed or add to it. PILGRIM'S PRIDE creates feed that, in its opinion, will grow broilers to maturity over the shortest growth period.

29. PILGRIM'S PRIDE designates when this period is complete for each grower and, on the day PILGRIM'S PRIDE, and only PILGRIM'S PRIDE, selects, PILGRIM'S PRIDE employees travel to the broiler farms and PILGRIM'S PRIDE employee catchers catch the broilers and transport them to the PILGRIM'S PRIDE processing plant. At the plant, the broilers are slaughtered, cut and converted to finished meat products. PILGRIM'S PRIDE then sells the broiler meat products through its distribution centers and transports them to its customers.

30. On August 11, 2008, and contrary to the many representations in the past, Defendants notified Plaintiffs that they would, as of August 12, 2008 no longer receive chicks despite the Plaintiffs performing at or above the levels of production requested by the Defendants.

31. The Plaintiffs have consistently raised broilers for PILGRIM'S PRIDE in conformity with all requirements and directives from PILGRIM'S PRIDE. PILGRIM'S PRIDE specified the particular equipment to be purchased and used, the specifics of the broiler house designs, and the methods and processes to be used. The Plaintiffs operated their houses as directed by PILGRIM'S PRIDE and under PILGRIM'S PRIDE control and supervision from the date their respective broiler houses were placed in service until the date of this filing.

D. The Arkansas Legislature's Enactment of the Poultry Contract Protection Act

32. In response to the over-reaching, adhesive contracts forced upon poultry growers within the State of Arkansas, in its 2005 legislative session, the Arkansas Legislature enacted an Act entitled the *Arkansas Livestock and Poultry Contract Protection Act* (the "ALPCPA"), effective for poultry production contracts "entered into on or after September 1, 2005."

33. The ALPCPA defined "production contract" liberally to "include any written agreement that provides for the raising and care of livestock or poultry, or both, by a grower for processing for human consumption for a contractor."

34. Under the ALPCPA, any "production contract" between a "Contractor" and a livestock or poultry "Grower" in the State was required to comply with certain very specific requirements.

35. First, such a production contract "shall be accompanied by a clearly written disclosure statement setting forth the nature of the material risk faced by all growers if the growers enter into the production contract." *Ark. Code Ann. § 2-32-201(b)(1).*

36. Second, such a production contract "shall be negotiated, entered into, and executed in an environment free from unfair or deceptive trade practices or other violations of law." *Ark. Code Ann. § 2-32-201(b)(2).*

37. Third, such a production contract "shall not prohibit or discourage a grower from associating with other growers to compare production contract terms or to address concerns or problems." *Ark. Code Ann. § 2-32-201(b)(3).*

38. Fourth, such a production contract "shall not prohibit or discourage growers from seeking professional, legal, financial, and agricultural production advice and counsel related to the production contract's terms, obligations, and responsibilities. *Ark. Code Ann. § 2-32-201(b)(4).*

39. Fifth, such a production contract "shall not deny to the producer the ability to address a dispute in any court of competent jurisdiction." *Ark. Code Ann. § 2-32-201(b)(5)(A).*

40. Sixth, such a production contract shall not compel arbitration unless "after a dispute arises" and "all parties to the production contract agree" to submit the dispute to arbitration. *Ark. Code Ann. § 2-32-201(b)(5)(B).*

41. Under the ALPCPA, "any provision of a production contract that violates [any of these] provision[s] . . . is void and unenforceable." *Ark. Code Ann. § 2-32-201(c).*

42. The ALPCPA provides a right of action, in Arkansas courts, for Growers who assert violations of its provisions by a Contractor. Consistent with *Section 2-32-201(b)(1)* guaranteeing that "all parties to the production contract" have "the ability to address a dispute in any court of competent jurisdiction," the ALPCPA provides

growers with the right to sue in such a court for violation of its terms. *Section 2-32-201(d)(1)* states: "[a] grower who suffers damages because of a contractor's violation of a provision of subsection (b) of this section may obtain appropriate legal and equitable relief, including, but not limited to, injunctive relief and any damages allowable by Arkansas law." It also states that "In a civil action against the contractor, the court may award the prevailing party reasonable attorney's fees and other litigation expenses."

43. Each of the Plaintiffs was tendered at its farm a Production Contracts that met the definition under ALPCPA *Section 2-32-201(a)(5)* of a "production contract" and that was, therefore, subject to all of the ALPCPA's requirements, including the requirement of a material risk disclosure, and the prohibition on a forum selection clause restricting Plaintiffs' right to file a case "in any court of competent jurisdiction."

44. Each of these Production Contracts was accepted by Plaintiffs by their performance under those Contracts, all such Plaintiffs having received chicks until PILGRIM'S PRIDE announced no additional chicks would be placed on the farms of those growers in the Clinton, Arkansas complex.

45. PILGRIM'S PRIDE is a "Contractor" as that term is defined by the ALPCPA. The ALPCPA defines a "Contractor," in *Section 2-32-201(a)(1)* as follows: "a person or entity who owns livestock or poultry, or both, that are raised or cared for by a grower."

46. Plaintiffs are "Growers" as that term is defined by the ALPCPA. The ALPCPA defines a "Grower," in *Section 2-32-201(a)(2)* as follows: "a person engaged in the business of raising and caring for livestock or poultry, or both, in accordance with a production contract, marketing agreement, or other arrangement under which a

person raises and cares for livestock or poultry, or both, whether the livestock and poultry are owned by the person or by another person or entity."

47. The ALPCPA is applicable to the Plaintiffs because, under *Section 2-32-201(a)*, the ALPCPA "applies to a production contract entered into on or after September 1, 2005."

48. PILGRIM'S PRIDE violated the ALPCPA in its dealings with Plaintiffs:

(a) PILGRIM'S PRIDE violated Section (b)(1) of the ALPCPA which states that all production contracts must: "[b]e written in a readable form and shall be accompanied by a clearly written disclosure statement setting forth the nature of the material risk faced by all growers if the growers enter into the production contract." "Material risks" are defined by the ALPCPA as:

(A) The duration of the production contract;

(B) The conditions for the termination of the production contract prior to the designated expiration of the production contract; and

(C) The terms relating to payment to be made to the grower, including, when applicable:

(i) The party liable for condemnations;

(ii) The method for figuring feed conversion ratios;

(iii) The method used to convert condemnations to live weight;

(iv) The per-unit charges for feed and other inputs furnished by the contractor; and

(v) The factors to be used when grouping or ranking growers.

(b) PILGRIM'S PRIDE violated Section (b)(2) of the ALPCPA which states

that all production contracts must: "[b]e negotiated, entered into, and executed in an environment free from unfair or deceptive trade practices or other violations of law."

(c) PILGRIM'S PRIDE violated Section (b)(3) of the ALPCPA which states that all production contracts must: "[n]ot prohibit or discourage a grower from associating with other growers to compare production contract terms or to address concerns or problems."

(d) PILGRIM'S PRIDE violated Section (b)(5)(A) of the ALPCPA which states that all production contracts must "[n]ot deny any party to the production contract the ability to address a dispute in any court of competent jurisdiction."

49. Defendants induced Plaintiffs to enter into the Production Contracts through misrepresentations and fraud.

50. Further, in presenting Production Contracts to Plaintiffs, PILGRIM'S PRIDE failed to disclose "material risks" and misrepresented facts to Plaintiffs by representing they would receive chicks as long as they continued to operate their farms under the then existing specifications set by PILGRIM'S PRIDE.

51. This series of misrepresentations and non-disclosures to Plaintiffs in the Production Contracts, together with the subsequent "idling" of the Clinton plant and Atkins Feed Mill, amounted to transforming Plaintiffs' poultry businesses into operations that are useless for any other commercial purpose. The Plaintiffs remain saddled with substantial debt associated with their broiler houses that cannot be paid without the proceeds from their broiler houses, yet those proceeds have been cut off by PILGRIM'S PRIDE. Moreover, due to PILGRIM'S PRIDE failure to continue to provide broiler

chickens, Plaintiffs' broiler houses and associated property are now of significantly less value, both to Plaintiffs and county tax assessment revenues.

52. Thus, as of August 11, 2008, when the Plaintiffs' broiler houses were transformed from a stable, income-generating asset into a serious and substantial liability, the years of money, sweat and devotion that the Plaintiffs invested in their operations vanished. PILGRIM'S PRIDE has thus "idled" Plaintiffs' operations for its own profit – but has only done so through fraud and false promises. PILGRIM'S PRIDE now robs Plaintiffs and the other growers – the same families who helped build the company up to its current substantial size and profit margin – from all expectation and opportunity for the future income that they had been promised and for which they had worked for decades seven days a week.

E. Specific Facts Demonstrating That PILGRIM'S PRIDE Contracts – Including the Provisions Relating to Forum Selection and Jury Waiver – Are Unfair, Unreasonable, and Unconscionable

53. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding and subsequent paragraphs of this complaint. As set forth above, PILGRIM'S PRIDE entered into Production Contracts with Plaintiffs.

54. The Production Contracts are virtually identical for all of the Plaintiffs. These contracts are standardized, pre-printed contracts provided to each of the Plaintiffs on a non-negotiable, "take it or leave it" basis. Under Arkansas law, these contracts are "adhesion contracts."

55. These contracts were presented to Plaintiffs in an environment in which Plaintiffs had already invested substantial funds based upon Defendants' representations and were economically dependent upon PILGRIM'S PRIDE. In order to

continue to make loan, utility and tax payments on their farms and to support their families, Plaintiffs were financially unable to reject the contracts presented by PILGRIM'S PRIDE.

56. These contracts were presented to Plaintiffs in an environment of extremely disparate and unequal bargaining position between the parties. PILGRIM'S PRIDE was, at the time of the execution of these contracts, a Fortune 500 corporation with billions of dollars in sales, hundreds of millions of dollars in assets, tens of thousands of employees, and operations throughout the United States and Mexico. Plaintiffs, on the other hand, are local, rural farmers, all of whom only have few assets and little or no liquidity.

57. At the time these contracts were presented for execution, Plaintiffs and PILGRIM'S PRIDE knew that any grower in the Clinton Arkansas Complex who had committed to growing poultry for PILGRIM'S PRIDE would not and could not switch to growing for any competitor.

58. When presenting the contracts to Plaintiffs for signature, PILGRIM'S PRIDE took full advantage of its size, wealth, and market control; knowing Plaintiffs could not negotiate in any way regarding the terms of their agreements. Plaintiffs knew that PILGRIM'S PRIDE dominated every aspect of the business of growers.

59. When PILGRIM'S PRIDE presented to Plaintiffs its Production Contracts PILGRIM'S PRIDE acted in a unfair and unconscionable manner. Although PILGRIM'S PRIDE secured signatures on these contracts that purport to bind Plaintiffs to forum selection clauses that designate Dallas, Texas as the exclusive venue for disputes, contain provisions waiving Plaintiffs' Constitutional rights to trial by jury, and provisions

excluding virtually all categories of damages, none of these important provisions was discussed, explained or fairly transmitted to Plaintiffs. These provisions had not previously been contained in Plaintiffs' contracts and many of the Plaintiffs signed them without having these new provisions ever brought to their attention by representatives of PILGRIM'S PRIDE.

60. Due to the extreme disparity of bargaining power between PILGRIM'S PRIDE and the Plaintiffs and PILGRIM'S PRIDE tactics in obtaining the Plaintiffs' signatures, these contracts are procedurally unconscionable.

61. The forum selection clauses, jury waivers, damages limitations and entire contracts tendered to Plaintiffs were presented under circumstances completely lacking in any negotiation of give and take. Specifically, Plaintiffs were threatened that if they did not sign the contracts or enter into the contracts, the Plaintiffs would no longer receive chicks; thus left with huge debts on their farms with no ability to repay those debts. Due to the gross inequality of bargaining power and knowledge between the parties and the complex nature of the forum-selection and damage-limitation provisions, as well as the failure and incapability of the representatives of PILGRIM'S PRIDE to explain any of these provisions to Plaintiffs, Plaintiffs were prevented from modifying, negotiating, questioning or understanding the contracts foisted upon them by PILGRIM'S PRIDE.

62. Under these circumstances, PILGRIM'S PRIDE had a duty to disclose the presence of these new, important provisions in Plaintiffs' agreements. However, PILGRIM'S PRIDE knowingly and intentionally failed to disclose the presence of these new provisions to Plaintiffs before they signed the agreements.

63. In addition, due to the gross inequality of bargaining power between Plaintiffs and PILGRIM'S PRIDE, the execution of the contracts also resulted from economic coercion. PILGRIM'S PRIDE forced Plaintiffs to sign the agreements by telling them that they "had no choice," and that their contracts with PILGRIM'S PRIDE would be "terminated" if they did not immediately sign the entire contract presented to them.

64. The forum selection provisions within the Production Contracts are "adhesion contracts" under Arkansas law. These were standardized, pre-printed provisions, imposed upon Plaintiffs without an opportunity to negotiate the terms. The provision was imposed on Plaintiffs as a condition of their continuing to grow chickens and recoup their investment into PILGRIM'S PRIDE operation; it was executed through the use of economic pressure by PILGRIM'S PRIDE; it was non-negotiable, not pointed out as being new to the parties' agreements, not explained, delivered by representatives of PILGRIM'S PRIDE incapable of explaining it to Plaintiffs, and was made a condition standing between Plaintiffs and their receipt of their next flock of chickens, the receipt of which was determinative of whether they would remain in business and able to meet their on-going financial obligations and feed their families.

65. In obtaining Plaintiffs' agreement to the forum selection provisions, PILGRIM'S PRIDE used tactics of intimidation, economic coercion, and the threat of termination—which would lead inexorably to foreclosure, bankruptcy and economic ruin—in order to force Plaintiffs to execute the agreements. Further, PILGRIM'S PRIDE provided no information or otherwise attempted to explain the forum selection provisions to Plaintiffs, who had never previously signed broiler agreements with forum selection

provisions. PILGRIM'S PRIDE unreasonably required Plaintiffs to execute the contracts "on the spot," and when Plaintiffs asked if they could have time to read over and review the contracts, PILGRIM'S PRIDE refused. As such, PILGRIM'S PRIDE oppressive and unreasonable method of obtaining Plaintiffs' "agreement" to the forum-selection, jury-waiver and damages-limiting provisions and other one-sided provisions was clearly unconscionable as a factual matter. Further, these terms lack mutuality of contract by virtue of their one sided application.

66. Beyond their oppressive nature, PILGRIM'S PRIDE contracts are substantively unconscionable because the forum-selection, jury-waiver and damages-limiting provisions present a legal "surprise" and a trap for the unwary grower.

67. The forum-selection provisions are substantively unconscionable because they purport to require Plaintiffs, residents of Arkansas to travel to Dallas County, Texas to litigate any dispute with PILGRIM'S PRIDE, despite the fact that Plaintiffs' performance under their contracts with PILGRIM'S PRIDE had no substantial connection to the State of Texas, the contracts are not governed by Texas law, and PILGRIM'S PRIDE is headquartered in Camp County, Texas, not Dallas County, Texas. The jury-waiver selection provisions are also substantively unconscionable because they purport to waive Plaintiffs' rights under the Arkansas and United States Constitutions to trial by jury.

68. As specifically alleged above, the facts and circumstances of PILGRIM'S PRIDE presentation and execution of its contracts make those contracts – and the purported jury-waiver, damages-limiting, and forum-selection provisions within those contracts – unconscionable, unfair and commercially unreasonable.

COUNT I

FRAUD AND DECEIT, CONSTRUCTIVE FRAUD
AND FRAUD IN THE INDUCEMENT

69. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding and subsequent paragraphs of this complaint.

70. Plaintiffs were assured by PILGRIM'S PRIDE recruiters and managers, including the individual Defendants, that PILGRIM'S PRIDE was committed to them as growers and were likewise assured by these PILGRIM'S PRIDE recruiters that if they built the broiler houses as specified by PILGRIM'S PRIDE and safely and properly raised birds they would continue to receive broilers. For example, on just one specific occasion in 2001 when Defendant Danny Boone was questioned by growers about the feasibility of borrowing substantial funds to upgrade current houses and build additional houses, Danny Boone made assurances that growers would receive ample income from raising broilers to pay for the upgrades, build new houses and ultimately pay them off, whereby the grower's could raise broilers debt free and use the income as retirement income; on another specific occasion when a grower's son, 20 years old and nervous about borrowing three hundred thousand dollars ($300,000) to become a poultry grower, when explaining to Danny Boone how nervous he was about borrowing so much money at such a young age, Boone slammed his fist on top of his pickup hood and stated "Son, your grandkids will have chickens"; on another specific occasion when recruiting other young growers, Danny Boone specifically stated "Don't get into this business for a quick profit, get in it with the understanding that it is a long term

investment." He also told them: "We (PILGRIM'S PRIDE) love signing existing farmers because we know farmers will be in it for the long term".

71. Plaintiffs and Defendants knew that the substantial initial and ongoing investments induced by Defendants would require many years of operation to pay off as debt or otherwise recoup through poultry growing revenues. The Plaintiffs made it clear that the only way they would invest the amounts of money required to commence and operate as broiler growers would be with a long-term commitment from PILGRIM'S PRIDE under the conditions set forth above. Plaintiffs were assured by PILGRIM'S PRIDE representatives that they would be growing broilers as long as they wanted to do so as long as they performed appropriately. These misrepresentations were buttressed by the additional statements by PILGRIM'S PRIDE'S recruiters that the broiler houses could be expected to last indefinitely with proper maintenance.

72. Plaintiffs herein are farmers who built or purchased broiler houses in total reliance upon these false representations of PILGRIM'S PRIDE and became exclusive growers for PILGRIM'S PRIDE.

73. Plaintiffs were enticed and induced by PILGRIM'S PRIDE and the individual Defendants to become growers for PILGRIM'S PRIDE broiler operations, making them completely dependent upon PILGRIM'S PRIDE for the use and economic viability of their farming operations; and completely dependent upon PILGRIM'S PRIDE to repay the substantial debt and investment required to build and equip poultry houses.

74. PILGRIM'S PRIDE representatives, including the individual Defendants, actively sought out individuals to become broiler growers exclusively for PILGRIM'S PRIDE. At all relevant times PILGRIM'S PRIDE and the individual Defendants induced

Plaintiffs to build their broiler houses and to enter the broiler production business. These inducements were false or made with insufficient basis by PILGRIM'S PRIDE representatives, while acting within the scope of their authority or employment, and were made with the intent to induce action. PILGRIM'S PRIDE knew these inducements were false or made with insufficient evidence upon which to base them. Plaintiffs justifiably relied upon these representations, all to their detriment and resulting in damages. Moreover, in many instances the Plaintiffs' lenders likewise obtained assurances by PILGRIM'S PRIDE and/or the Individual Defendants that PILGRIM'S PRIDE was committed to the live broiler producers and that they would continue to receive flocks as long as the Plaintiffs wanted to grow broilers. No Plaintiffs were aware that when these representations made to them they were false, that PILGRIM'S PRIDE knew these representations were false, or that PILGRIM'S PRIDE did not have a sufficient basis for the representations.

75. As a direct and proximate result of the conduct of Defendants, as set forth above, Plaintiffs have suffered damages that have yet to be fully determined but are far in excess of any jurisdictional requirements of this Court or any Court with Federal Diversity Jurisdiction.

COUNT II
PROMISSORY ESTOPPEL

76. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding and subsequent paragraphs herein.

77. During the time that PILGRIM'S PRIDE was encouraging and actively recruiting Plaintiffs to become broiler growers – but prior to the time that Plaintiffs agreed to be growers for PILGRIM'S PRIDE and prior to incurring the substantial debt

required and investing the substantial sums necessary to build the broiler houses and become broiler growers – PILGRIM'S PRIDE and the Individual Defendants promised Plaintiffs that they would have broilers at their houses as long as they wanted to grow broilers; PILGRIM'S PRIDE also represented to Plaintiffs at this time that PILGRIM'S PRIDE was committed to the growers for the long run; that Plaintiffs' proposed poultry houses were appropriate to raise broilers for processing by PILGRIM'S PRIDE and would be paid for with broilers provided by PILGRIM'S PRIDE; and that the Plaintiffs could expect their poultry houses to last indefinitely with proper maintenance.

78. PILGRIM'S PRIDE should have reasonably expected that these promises would induce action or forbearance of a definite and substantial character on the part of the Plaintiffs.

79. The promises made by PILGRIM'S PRIDE and the Individual Defendants to Plaintiffs, as set forth above, in fact induced action and forbearance on the part of Plaintiffs.

80. As a direct and proximate result of the conduct of PILGRIM'S PRIDE and/or the Defendants, Plaintiffs have suffered damages that have yet to be fully determined but are far in excess of any jurisdictional requirements of this Court or any Court with Federal Diversity Jurisdiction.

COUNT III
VIOLATIONS OF THE ARKANSAS LIVESTOCK AND POULTRY CONTRACT PROTECTION ACT, *ARK. CODE ANN. § 2-32-201, ET SEQ.*, ENACTED BY THE ARKANSAS GENERAL ASSEMBLY IN 2005

81. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding and subsequent paragraphs herein.

82. Before December of 2005, Plaintiffs operated their poultry farms under

contracts of adhesion drafted by PILGRIM'S PRIDE and implemented by the Individual Defendants.

83. Each of the Production Contracts is a "production contract" as that term is defined by the ALPCPA, PILGRIM'S PRIDE is a "contractor" as that term is defined by the ALPCPA, and Plaintiffs are "growers" as that term is defined by the ALPCPA.

84. The ALPCPA applies to the Second Production Contracts, because it "applies to a production contract entered into on or after September 1, 2005," and Plaintiffs entered into Production Contracts after September 1, 2005.

85. PILGRIM'S PRIDE violated the ALPCPA in its dealings with Plaintiffs. PILGRIM'S PRIDE violated Section (b)(1) of the ALPCPA which states that all production contracts must: "[b]e written in a readable form and shall be accompanied by a clearly written disclosure statement setting forth the nature of the material risk faced by all growers if the growers enter into the production contract." PILGRIM'S PRIDE failed to provide such production contracts and written disclosure statements.

86. PILGRIM'S PRIDE violated Section (b)(2) of the ALPCPA which states that all production contracts must: "[b]e negotiated, entered into, and executed in an environment free from unfair or deceptive trade practices or other violations of law."

87. PILGRIM'S PRIDE violated Section (b)(4) of the ALPCPA which states that all production contracts must: "[n]ot prohibit or discourage growers from seeking professional, legal, financial, and agricultural production advice and counsel related to the production contract's terms, obligations, and responsibilities."

88. PILGRIM'S PRIDE violated Section (b)(5)(A) of the ALPCPA which states that all production contracts must: "[n]ot deny any party to the production contract the

ability to address a dispute in any court of competent jurisdiction."

89. Under the ALPCPA, any contract that violates its provisions is "void and unenforceable." Further, under the ALPCPA, a grower who suffers damages because of a contractor's violation of a provision of subsection (b) of this section may obtain appropriate legal and equitable relief, including, but not limited to, injunctive relief and any damages allowable by Arkansas law (Section (d)(1) and "[i]n a civil action against the contractor, the court may award the prevailing party reasonable attorney's fees and other litigation expenses."

90. Therefore, Plaintiffs also sue for equitable relief. Plaintiffs seek a declaratory judgment that PILGRIM'S violated the ALPCPA, and a declaration that all of the terms in PILGRIM'S PRIDE agreements relating to jury waiver, limitation of damages and venue selection are "void and unenforceable" under the ALPCPA.

91. Plaintiffs also sue for a declaration that the jury-waiver provisions, damages limitations and venue-selection provisions of PILGRIM'S PRIDE agreements with Plaintiffs are unconscionable, unfair, unreasonable, and unenforceable.

92. Plaintiffs also sue for an injunction preventing PILGRIM'S PRIDE from enforcing any of these restrictive terms of the Production Contracts against Plaintiffs.

93. Plaintiffs also sue for damages, to the maximum extent allowed by law, the specific amounts of which have yet to be fully determined but are far in excess of any amounts necessary to invoke the jurisdiction of this Court or any Federal Court with Diversity Jurisdiction, as a result of Defendants' utilization of an agreement that violates ALPCPA as set forth above.

PUNITIVE DAMAGES

94. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding and subsequent paragraphs herein.

95. Defendants knew that their conduct and actions would result in substantial, devastating damages to the Plaintiffs.

96. Plaintiffs' poultry houses serve as economic hubs of important rural communities in Arkansas such as those in which Plaintiffs reside. Plaintiffs regularly make their purchases from local farm supply, grocery stores, hardware stores and farm machinery dealerships. The incomes provided to Plaintiffs by their poultry houses circulate into rural commerce as their money turns over and over again. These poultry houses also provide considerable revenue for county tax rolls.

97. PILGRIM'S PRIDE knew that the farmers it targeted, recruited and hooked would be attracted by the promises that they would own their facilities debt-free one day and be able to use the income to retire or hand down to their children. Indeed, PILGRIM'S PRIDE promised that the Plaintiffs' houses would have an indefinite life with proper maintenance.

98. PILGRIM'S PRIDE knew Plaintiffs, as broiler growers in a vertically-integrated system of production, would be completely locked into their self-serving arrangements and at their mercy. PILGRIM'S PRIDE knew, at all times relevant to this action, the broiler growing operations required substantial investments and required assumption of substantial debt. PILGRIM'S PRIDE directives required capital-intensive buildings, and other equipment, all over and above the initial building and start up costs.

Substantially all of the construction and capital improvements made by Plaintiffs to their poultry houses were at the direction and instruction of PILGRIM'S PRIDE as a pre-condition to receiving bird delivery. PILGRIM'S PRIDE knew that the farmers they targeted would be giving up their independence, the result of which was to create a modern day "Company Town." PILGRIM'S PRIDE knew that Plaintiffs would be unable to recoup their investments unless they were afforded the arrangement as PILGRIM'S PRIDE promised. PILGRIM'S PRIDE further knew that the farmers they targeted and recruited would be attracted by the promise and expectation that after years of hard work they would own their houses one day, debt free, and be able to use the income from their houses to retire and provide for their families or pass down to their children or children's children.

99. Armed with the knowledge of these facts, PILGRIM'S PRIDE also knew that once it abandoned Plaintiffs, the consequences would be extreme: some of the Plaintiffs are now unable to pay their mortgages and farm equipment loans or support their families, and all of the Plaintiffs have lost their retirements and promised revenue stream.

100. Despite Defendants' knowledge that their conduct would certainly inflict devastating damages and huge personal and financial losses upon Plaintiffs, Defendants continued with their conduct with total, callous and reckless disregard of the consequences to the Plaintiffs and their communities from which malice may be inferred. Plaintiffs' plight has become a matter of callous disregard of Plaintiffs' rights and as such, an appropriate amount of punitive damages should be imposed to punish PILGRIM'S PRIDE for their conduct and deter others from such callous and willful

disregard.

ALLEGATIONS RELATED TO THE UNCONSTITUTIONALITY OF ACT 649 ENACTED BY THE ARKANSAS GENERAL ASSEMBLY AND MORE COMMONLY REFEREED TO AS *THE ARKANSAS CIVIL JUSTICE REFORM ACT OF 2003*

101. On or about March 25, 2003, Act 649 arising from the Arkansas General Assembly was enacted, and, if constitutional, became the law of Arkansas.

102. Act 649 is entitled, "An Act to Provide Comprehensive and Uniform Civil Justice Reform; and for Other Purposes," and is subtitled, "The Civil Justice Reform Act of 2003."

103. In Section 28 of Act 649, an Emergency Clause relating to when the Act would take effect, the legislature found that limiting the recovery of plaintiffs in certain actions for personal injury and wrongful death was necessary in order to accomplish certain legislative goals.

104. None of the goals addressed in the Emergency Clause is a compelling state interest.

105. Act 649 was passed with the purpose and intent of decreasing the amount of recovery in certain actions for injury to person and in certain actions for wrongful death.

106. Act 649 has the effect of decreasing the amount of recovery in certain actions for injury to person and in certain actions for wrongful death.

Limitations on Joint and Several Liability

107. In actions for personal injury, medical injury, property damage, or wrongful death, Section 1 of Act 649 eliminates joint liability; Sections 3 and 5 of the Act restore joint liability in certain situations, notwithstanding the provisions of Section 1.

108. Section 2 of Act 649 requires the fact finder to consider, when assessing percentages of fault, fault of all persons who contributed to the injury, whether the person is or could have been made a party to the action.

109. Section 2 of Act 649 requires that notice of nonparty liability, asserted on any basis other than the nonparty having settled with a plaintiff, be raised by filing a pleading in the existing proceeding.

110. Section 2 of Act 649 bars the use of any finding of nonparty liability as evidence of nonparty liability.

111. Section 2 of Act 649 requires the courts of Arkansas to adjudicate the responsibilities of parties not before the court, without the benefit of adversary presentations from the non-parties.

112. Section 3 of Act 649 permits a plaintiff to establish and a court to find that the several share of liability of one of multiple defendants is not "reasonably collectible," and upon such finding to re-allocate the non-collectible share among remaining defendants.

113. Section 3 of Act 649 permits the re-allocation of less than the full amount of the non-collectible share.

114. Section 3 of Act 649 does not restore to plaintiffs the same opportunity to recover damages from tortfeasors as existed prior to the enactment of Act 649.

115. Act 649 operates, notwithstanding Section 1, to impose joint and several liability on persons who enter into a conscious agreement to pursue a common plan or design to commit an intentional tort.

115. Act 649 does not restore to plaintiffs the same opportunity to recover damages from tortfeasors as existed prior to the enactment of Act 649.

Limitations on Punitive Damages

116. Section 9 of Act 649 requires a plaintiff, in order to recover punitive damages, to prove liability for compensatory damages and at least one of two aggravating factors.

117. Section 10 of Act 649 requires a plaintiff, in order to recover punitive damages, to prove the elements of Section 9 by clear and convincing evidence.

118. Sections 9 and 10 of Act 649 alter existing standards for recovering punitive damages.

119. Sections 9 and 10 of Act 649 increase the burden a plaintiff must bear to establish entitlement to punitive damages.

120. Section 11 of Act 649 provides that, except in certain cases of intentional misconduct, "a punitive damages award shall not be more than "the greater of a) $250,000 or, b) three times the amount of compensatory damages, not to exceed $1,000,000, with the monetary amounts to be adjusted periodically according to the Consumer Price Index.

121. Section 14 of Act 649 requires, upon request of any party, the court to bifurcate proceedings related to compensatory and punitive damages.

122. Section 14 of Act 649 bars, during the compensatory phase of the bifurcated proceeding, admission of "Evidence of the financial condition of the defendant and other evidence relevant only to punitive damages."

123. Section 14 of Act 649 bars, during the compensatory phase of the

bifurcated proceeding, evidence relevant to the determination of compensation.

124. Section 14 conflicts with rules of this Court governing the administration of trials.

125. Act 649, in whole and in constituent parts, is not consonant with the Constitution of the State of Arkansas.

126. Act 649, in whole and in constituent parts, on its face purposefully violates Article V Section 32, as amended by Amendment 26, of the Arkansas Constitution, which provides, in relevant part, "no law shall be enacted limiting the amount to be recovered for injuries resulting in death or for injuries to person or property."

127. Act 649, in whole and in constituent parts, effectively violates Article V Section 32, as amended by Amendment 26, of the Arkansas Constitution.

128. Act 649, in whole and in constituent parts, diminishes the role jurors play in assessing responsibility, compensation, deterrence, and retribution in civil cases.

129. Act 649, in whole and in constituent parts, violates the right to jury trial guaranteed by Article II, Section 7, as amended by Amendment 16, of the Arkansas Constitution.

130. Act 649, in whole and in constituent parts, unconstitutionally diminishes the rights of persons to serve as jurors, in violation of Article II, Sections 7 and 21 of the Arkansas Constitution.

131. Act 649, in whole and in constituent parts, arrogates unto the legislature functions constitutionally entrusted to jurors, who act as members of the judicial branch, in violation of Article IV, Sections 1 and 2 of the Arkansas Constitution.

132. Act 649, in whole and in constituent parts, impermissibly limits the right of

access to courts and the right to receive a remedy there, guaranteed by Article II, Sections 13 and 21.

Limitations on Joint and Several Liability

133. Sections 1-5 of Act 649, collectively and in constituent parts, violate Article V, Section 32, as amended by Amendment 28, of the Arkansas Constitution.

134. Sections 1-5 of Act 649, collectively and in constituent parts, violate the constitutional requirement of separation of powers, Article IV, Sections 1,2.

135. Section 2 of Act 649 purports to vest the courts of Arkansas with authority to adjudicate disputes with non-parties, in violation of Article II, Sections 13 and 21; Article IV, Sections 1 and 2; and Article VII of the Arkansas Constitution.

136. Section 4 of Act 649 purports to grant special immunities to one class of persons, in violation of Article II Sections 3, 13, 18, and 21 and Article V Section 25 of the Arkansas Constitution.

Limitations on Punitive Damages

137. Sections 9-14 of Act 649, collectively and in constituent parts, violate Article II, Sections 4, 7, 13, and 21; Article V Section 32, as amended by Amendment 28; and Article IV, Sections 1 and 2, of the Arkansas Constitution.

TOLLING OF THE STATUTES OF LIMITATION

138. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding and subsequent paragraphs herein.

139. Much of the conduct and many of the acts complained of were performed surreptitiously and, consequently, Plaintiffs were unaware of Defendants' misconduct and fraud when it occurred. PILGRIM'S PRIDE knowingly acted to conceal facts and otherwise hide their misconduct in a manner that the Plaintiffs could not reasonably discover the wrongs committed against them. These acts of Defendants constitute fraudulent concealment and serve to toll any applicable statutes of limitations until at least August 11, 2008.

NO CONTRACT CLAIMS

140. No Plaintiff herein asserts a claim in this action for breach of any Production Contract between any of the Plaintiffs and PILGRIM'S PRIDE.

JURY DEMAND

141. Plaintiffs hereby demand a trial by jury.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as provided pursuant to the Arkansas Constitution or as otherwise provided by Arkansas law, for compensatory damages as the proof may establish, but in any event damages far in excess of the minimum jurisdictional requirements of this Court or any Court with Federal Diversity Jurisdiction, for attorneys' fees and costs herein expended, for punitive damages against PILGRIM'S PRIDE sufficient to punish PILGRIM'S PRIDE and to deter others from similar conduct, for equitable relief as set forth above, together with any and all other legal and proper relief.

Respectfully submitted,

JAMES J. THOMPSON, JR.
NOLAN E. AWBREY
HARE, WYNN, NEWELL & NEWTON, L.L.P.
A Limited Liability Partnership
The Massey Building
2025 Third Avenue North
Birmingham, Alabama 35203
(205) 328-5330

and

PAUL BYRD
HARE, WYNN, NEWELL & NEWTON, L.L.P.
A Limited Liability Partnership
Metropolitan National Plaza
4220 North Rodney Parham Road
Little Rock, Arkansas 72212
(501) 225-5500

and

CLARK W. MASON
CLARK MASON ATTORNEYS
The Prospect Building
1501 N. University, Suite 350
Little Rock, Arkansas 72207
(501) 219-0077
Attorneys for the Plaintiff

By: _____
Clark W. Mason, Ark. BIN 84207