

IN THE IOWA DISTRICT COURT FOR MUSCATINE COUNTY

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LAURIE FREEMAN, SHARON	)	
MOCKMORE, BECCY BOYSEL, GARY D.	)	
BOYSEL, LINDA L. GOREHAM, GARY R.	)	
GOREHAM, KELCEY BRACKETT &	)	Case No. LACV021232
BOBBIE LYNN WEATHERMAN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
GRAIN PROCESSING CORPORATION,	)	
	)	
Defendant.	)	
	)	

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**ORDER GRANTING FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT**

NOW, this matter has come before the Court pursuant to a Joint Motion (filed by Plaintiffs<sup>1</sup> and Defendant) for an Order Granting Final Approval of Proposed Class Action Settlement (“Motion”). A Fairness Hearing regarding the Settlement Agreement was held on February 5, 2019, at 10:00 a.m. at the Muscatine Community School District Administration Center located at 2900 Mulberry Avenue, Muscatine, Iowa. Having heard the matter and having reviewed the Motion and the file, the Court finds the Motion should be granted.

IT IS HEREBY ORDERED that:

1. The Settlement Agreement, which memorializes the terms of the Settlement is fair, reasonable, and adequate as required by Iowa law. *City of Dubuque v. Iowa Tr.*, 587 N.W.2d 216, 222 (Iowa 1998) (“the court must determine whether the settlement is fair, reasonable and adequate.”). The Settlement Agreement, along with all Exhibits thereto, is adopted and fully incorporated by reference into this Order and Judgment.

In making this determination, the Court has considered the current posture of this

<sup>1</sup> All capitalized terms not otherwise defined in this Order shall have the meaning set forth in the Settlement Agreement.

litigation and the risks and benefits to the Parties involved in both settlement of these claims and continuation of the Litigation.

2. The Class Notice Program meets the requirements of Iowa R. Civ. P. 1.271(2)-(3) and satisfies the Constitutional due process requirements of notice. The Class Notice Program consisted of (1) directly mailing long form notices to a class-member list compiled from the best available commercial databases, (2) half-page publication notices, and (3) media notices on local radio and television. As Iowa R. Civ. P. 1.271(3) requires, the mailed notice set out (1) the range of payments Class Members can expect to receive; (2) how final payments will be determined; (3) the affirmative relief required; (4) the scope of the releases; (5) the fees, litigation costs, and enhancement awards Class Counsel has separately asked the Court to award; (6) the alternatives to this Settlement considered by Class Counsel and why Class Counsel recommend the Settlement as in the Class Members' best interests; and (7) the manner in which Class Members can object to the Settlement if they believe it is unfair. The Notice Program was executed by the qualified and experienced Settlement Administrator who established channels of communication for Class Members including maintenance of two websites which posted the long-form notice and related documents.
3. The Settlement Fund Distribution Protocol is approved. The Settlement Administrator shall follow the Settlement Fund Distribution Protocol in determining eligibility for payment, calculating said payments, and distributing Final Payments to all Successful Claimants.

4. As of the Effective Date, the Releasing Entities shall be deemed to have released any and all claims as detailed in and as governed by Section 13.4 of the Settlement Agreement, and are permanently barred and enjoined from commencing, asserting, or continuing any Released Claim against any Released Entity. The Contingent Release, as set forth in Section 13.6 of the Settlement Agreement, shall automatically become effective pursuant to Section 16.5 of the Settlement Agreement when the requisite contingencies have been met. As also set forth in Section 16.5 of the Settlement Agreement, GPC may thereafter move the Court for an Order confirming the Contingent Release and permanently enjoining the commencement and continuation of any litigation of the claims covered by the Contingent Release.
5. In reaching the findings in this Order, the Court has given weight to the fact that all Class Members were afforded a full opportunity to object to the proposed Settlement, and that only one objection was presented to the Court out of thousands of Class Members. The Court finds that the objection provided by Mr. Schenkel does not affect the Court's conclusion that the settlement is fair, reasonable and adequate. While the objector may believe that the amount of compensation under the proposed Settlement is insufficient, the Court has concluded that the amount of compensation provided by the proposed Settlement is fair, reasonable and adequate, was reached at arms-length after more than six years of contentious litigation, and reflects a reasonable compromise reached by the Parties with full understanding that results at trial could have afforded greater or lesser value than that provided by the proposed Settlement. The Court further finds that the absence of more than a single objection strongly supports final approval of the Settlement.

6. The Court determines that there is no just reason for delay and directs that the judgment with respect to all claims by Class Members be deemed final. This action is hereby dismissed with prejudice. The Court shall retain jurisdiction over the interpretation, enforcement, and implementation of the Settlement Agreement and this Order.
7. The Parties shall complete all remaining obligations under the Settlement Agreement.

IT IS SO ORDERED.

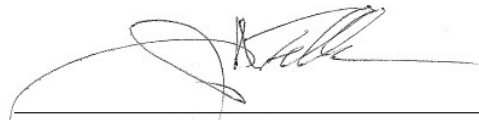


State of Iowa Courts

**Type:** OTHER ORDER

**Case Number** LACV021232  
**Case Title** FREEMAN LAURIE ET AT VS GRAIN PROCESSING CORPORATION

So Ordered



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John Telleen, District Court Judge,  
Seventh Judicial District of Iowa