

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ATHENS DIVISION**

<b>DAVID P. ECHOLS, ET AL.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>vs.</b>	)	<b>Civil Action No. 3:18-cv-100-CDL</b>
	)	
<b>PILGRIM’S PRIDE CORPORATION,</b>	)	
	)	
<b>Defendant</b>	)	

**DEFENDANT PILGRIM’S PRIDE CORPORATION’S ANSWER  
TO FIRST AMENDED COMPLAINT FOR DAMAGES**

Defendant Pilgrim’s Pride Corporation (“Pilgrim’s”) files its Answer to First Amended Complaint for Damages [ECF 49] (“Amended Complaint”) and states as follows:

**ANSWER**

In accordance with Federal Rule of Civil Procedure 8(b), Pilgrim’s denies all allegations set forth in the Amended Complaint except those specifically admitted below.

**NATURE OF ACTION**

1. Pilgrim’s admits the allegations in paragraph 1 of the Amended Complaint.
2. Pilgrim’s denies the allegations in paragraph 2 of the Amended Complaint.
3. In response to the allegations in paragraph 3 of the Amended Complaint, Pilgrim’s admits Chick-fil-A demanded No Antibiotics Ever (“NAE”) chicken from Pilgrim’s and that Pilgrim’s gave growers for the Athens Complex who did not have appropriate poultry houses the option of upgrading their poultry houses so that they could grow NAE poultry. Pilgrim’s denies all remaining allegations in paragraph 3 of the Amended Complaint not specifically admitted.
4. Pilgrim’s denies the allegations in paragraph 4 of the Amended Complaint.
5. Pilgrim’s denies the allegations in paragraph 5 of the Amended Complaint.

6. Pilgrim's denies the allegations in paragraph 6 of the Amended Complaint.

**THE PARTIES, JURISDICTION AND VENUE**

7. Pilgrim's admits the allegations in paragraph 7 of the Amended Complaint.

8. Pilgrim's admits the allegations in paragraph 8 of the Amended Complaint.

9. Pilgrim's admits the allegations in paragraph 9 of the Amended Complaint.

10. In response to the allegations in paragraph 10 of the Amended Complaint, Pilgrim's admits that James W. Dove signed a contract to raise poultry with Pilgrim's on a poultry farm he referred to as "Trinity Farm" located in Madison County, Georgia. Pilgrim's denies that James W. Dove and Teresa K. Dove previously did business as Trinity Farm in accordance with Georgia law and Pilgrim's also denies that Teresa K. Dove signed any applicable contract to raise poultry with Pilgrim's on the poultry farm James W. Dove referred to as "Trinity Farm." Pilgrim's denies all remaining allegations in paragraph 10 of the Amended Complaint not expressly admitted above.

11. In response to the allegations in paragraph 11 of the Amended Complaint, Pilgrim's admits that Sandra K. White signed a contract to raise poultry with Pilgrim's on a poultry farm referred to as "BMW Farms" located in Oglethorpe County, Georgia. Pilgrim's denies that Sandra K. White, Billy M. White, Sr., and Billy M. White, Jr. previously did business as BMW Farms in accordance with Georgia law and Pilgrim's also denies that Billy M. White, Sr. and Billy M. White, Jr. signed any applicable contract to raise poultry with Pilgrim's on the poultry farm referred to as "BMW Farms." Pilgrim's denies all remaining allegations in paragraph 11 of the Amended Complaint not expressly admitted.

12. Pilgrim's admits the allegations in paragraph 12 of the Amended Complaint.

13. Pilgrim's admits the allegations in paragraph 13 of the Amended Complaint.

14. Pilgrim's admits the allegations in paragraph 14 of the Amended Complaint.

15. In response to the allegations in paragraph 15 of the Amended Complaint, Pilgrim's denies the existence of complete diversity because the amount in controversy does not exceed \$75,000.00, but admits the Court has subject matter jurisdiction because the claims asserted involve a federal question. Pilgrim's denies all remaining allegations in paragraph 15 of the Amended Complaint not expressly admitted.

16. In response to the allegations in paragraph 16 of the Amended Complaint, Pilgrim's admits venue is proper in this Court. Pilgrim's denies all remaining allegations in paragraph 16 of the Amended Complaint not expressly admitted.

### **FACTUAL BACKGROUND**

#### ***Pilgrim's Broiler Operations at Its Athens Complex***

17. Pilgrim's denies the allegations in paragraph 17 of the Amended Complaint.

18. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 18 of the Amended Complaint and, therefore, the allegations are denied.

19. Pilgrim's admits the allegations in paragraph 19 of the Amended Complaint.

20. Pilgrim's denies the allegations in paragraph 20 of the Amended Complaint.

21. In response to the allegations in paragraph 21 of the Amended Complaint, Pilgrim's states that the terms of the Broiler Production Agreement signed by each Plaintiff speaks for itself and Pilgrim's denies all allegations inconsistent with each Plaintiff's Broiler Production Agreement.

22. In response to the allegations in paragraph 22 of the Amended Complaint, Pilgrim's admits it operates two hatcheries, a feed mill, and a chicken processing plant in or around Athens, GA. Pilgrim's denies all remaining allegations in paragraph 22 of the Amended Complaint not expressly admitted.

23. In response to the allegations in paragraph 23 of the Amended Complaint, Pilgrim's states that the records it provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the records.

24. In response to the allegations in paragraph 24 of the Amended Complaint, Pilgrim's admits that independent contract broiler growers for poultry integrators are often responsible for providing poultry housing, utilities, and labor and raising the broilers. Pilgrim's denies all remaining allegations in paragraph 24 of the Amended Complaint not expressly admitted.

25. In response to the allegations in paragraph 25 of the Amended Complaint, Pilgrim's admits poultry integrators generally require poultry houses to be built and maintained in accordance with certain specifications. Pilgrim's denies all remaining allegations in paragraph 25 of the Amended Complaint not expressly admitted.

26. Pilgrim's denies the allegations in paragraph 26 of the Amended Complaint.

27. Pilgrim's denies the allegations in paragraph 27 of the Amended Complaint.

28. In response to the allegations in paragraph 28 of the Amended Complaint, Pilgrim's admits it contracted with David Echols, Stanley Dove, Alex Mathews, Sandra White, and James W. Dove. Pilgrim's denies all remaining allegations in paragraph 28 of the Amended Complaint not expressly admitted.

29. In response to the allegations in paragraph 29 of the Amended Complaint, Pilgrim's admits its Broiler Production Agreements with Plaintiffs included Broiler Production Payment Schedules attached as Exhibit A and that the Broiler Production Payment Schedules in use for the Athens Complex included a different base payment per pound for different types of poultry housing. Pilgrim's denies all remaining allegations in paragraph 29 of the Amended Complaint not expressly admitted.

30. Pilgrim's admits the allegations in paragraph 30 of the Amended Complaint.

31. In response to the allegations in paragraph 31 of the Amended Complaint, Pilgrim's admits that Plaintiffs were compensated in accordance with the terms of the Broiler Production Agreements they signed and that many poultry integrators use a similar compensation system for independent contract broiler growers. Pilgrim's further states that the terms of Plaintiffs' Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with Plaintiffs' Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 31 of the Amended Complaint not expressly admitted.

32. In response to the allegations in paragraph 32 of the Amended Complaint, Pilgrim's admits its Broiler Production Agreements with Plaintiffs included Broiler Production Payment Schedules attached as Exhibit A and that the Broiler Production Payment Schedules in use for the Athens Complex included a different base payment per pound for different types of poultry housing. Pilgrim's further states that the terms of Plaintiffs' Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with Plaintiffs' Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 32 of the Amended Complaint not expressly admitted.

33. In response to the allegations in paragraph 33 of the Amended Complaint, Pilgrim's admits independent contract broiler growers are paid in accordance with the Broiler Production Agreements they sign. Pilgrim's further states that the terms of Plaintiffs' Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with Plaintiffs' Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 33 of the Amended Complaint not expressly admitted.

34. In response to the allegations in the first, second, and third sentences of paragraph 34 of the Amended Complaint, Pilgrim's admits independent contract broiler growers are paid in accordance with the Broiler Production Agreements they sign. Pilgrim's further states that the terms of Plaintiffs' Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with Plaintiffs' Broiler Production Agreements. In response to the allegations in the fourth sentence of paragraph 34 of the Amended Complaint, Pilgrim's admits independent contract broiler growers receive settlement sheets and that the settlement sheets provide information regarding the flocks of broilers for all independent contract broiler growers whose flocks were processed the same week. Pilgrim's denies all remaining allegations in paragraph 34 of the Amended Complaint not expressly admitted.

35. In response to the allegations in the first sentence of paragraph 35 of the Amended Complaint, Pilgrim's admits that the number of chicks in a flock can impact on the amount of pay an independent contract broiler grower will receive for that flock. Pilgrim's admits the allegations in the second sentence of paragraph 35 of the Amended Complaint. Pilgrim's denies the allegations in the third sentence of paragraph 35 of the Amended Complaint. Pilgrim's denies all remaining allegations in paragraph 35 of the Amended Complaint not expressly admitted.

36. Pilgrim's denies the allegations in paragraph 36 of the Amended Complaint.

37. Pilgrim's denies the allegations in paragraph 37 of the Amended Complaint.

38. In response to the allegations in the first sentence of paragraph 38 of the Amended Complaint, Pilgrim's admits it increased pay per pound for independent contract broiler growers with improved housing in 2008. In response to the allegations in the second and third sentences of paragraph 38 of the Amended Complaint, Pilgrim's states that the memorandum speaks for

itself, and Pilgrim's denies all allegations inconsistent with memorandum. Pilgrim's denies all remaining allegations in paragraph 38 of the Amended Complaint not expressly admitted.

39. In response to the allegations in paragraph 39 of the Amended Complaint, Pilgrim's states that the terms of Plaintiffs' Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with Plaintiffs' Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 39 of the Amended Complaint not expressly admitted.

40. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 40 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's will continue to investigate to determine whether it can confirm the truth of the allegations regarding Pilgrim's alleged conduct.

41. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 41 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's will continue to investigate to determine whether it can confirm the truth of the allegations regarding Pilgrim's alleged conduct.

42. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 42 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's will continue to investigate to determine whether it can confirm the truth of the allegations regarding Pilgrim's alleged conduct.

43. Pilgrim's admits the allegations in paragraph 43 of the Amended Complaint.

44. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 44 of the Amended Complaint and, therefore, the

allegations are denied. Pilgrim's will continue to investigate to determine whether it can confirm the truth of the allegations regarding Pilgrim's alleged conduct.

45. Pilgrim's denies the allegations in paragraph 45 of the Amended Complaint.

46. In response to the allegations in the first sentence of paragraph 46 of the Amended Complaint, Pilgrim's admits that more downtime between flocks can reduce the number of flocks an independent contract broiler grower receives in a given year. In response to the allegations in the second sentence of paragraph 46 of the Amended Complaint, Pilgrim's admits Plaintiffs were compensated in accordance with the terms of the Broiler Production Agreements they signed. Pilgrim's denies all remaining allegations in paragraph 46 of the Amended Complaint not expressly admitted.

***Notice of Defendant's Conversion of Its Athens Complex to No Antibiotic Ever***

47. In response to the allegations in paragraph 47 of the Amended Complaint, Pilgrim's admits it sent the Initial NAE Notice Letter dated February 14, 2017 to independent contract broiler growers for Pilgrim's Athens Complex. Pilgrim's further states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 47 of the Amended Complaint not expressly admitted.

48. In response to the allegations in paragraph 48 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 48 of the Amended Complaint not expressly admitted.

49. In response to the allegations in paragraph 49 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 49 of the Amended Complaint not expressly admitted.



50. Pilgrim's denies the allegations in paragraph 50 of the Amended Complaint.

51. In response to the allegations in paragraph 51 of the Amended Complaint, Pilgrim's states that the *Wall Street Journal* article titled "Pilgrim's Expects 25% of Its Chicken Will Be Antibiotic-Free by 2019" speaks for itself and denies all allegations inconsistent with the article. Pilgrim's denies all remaining allegations in paragraph 51 of the Amended Complaint not expressly admitted.

52. Pilgrim's denies the allegations in paragraph 52 of the Amended Complaint.

53. In response to the allegations in paragraph 53 of the Amended Complaint, Pilgrim's admits that between June 2014 and February or March 2017, it required independent contract broiler growers for its Athens Complex to maintain their poultry houses in accordance with Pilgrim's specifications as required by their Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 53 of the Amended Complaint not expressly admitted.

54. In response to the allegations in paragraph 54 of the Amended Complaint, Pilgrim's states that the records it provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the records.

55. Pilgrim's denies the allegations in paragraph 55 of the Amended Complaint.

56. Pilgrim's denies the allegations in paragraph 56 of the Amended Complaint.

57. In response to the allegations in paragraph 57 of the Amended Complaint, Pilgrim's states that the terms of the Broiler Production Agreements signed by certain Plaintiffs speak for themselves and Pilgrim's denies all allegations inconsistent with the terms of the Broiler Production Agreements.

58. Pilgrim's denies the allegations in the first and second sentences of paragraph 58 of the Amended Complaint. In response to the allegations in the third sentence paragraph 58 of

the Amended Complaint, Pilgrim's admits it paid Plaintiffs in accordance with the terms of their Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 58 of the Amended Complaint not expressly admitted.

59. Pilgrim's denies the allegations in the first sentence of paragraph 59 of the Amended Complaint. In response to the allegations in the second sentence paragraph 59 of the Amended Complaint, Pilgrim's admits it paid Plaintiffs in accordance with the terms of their Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 59 of the Amended Complaint not expressly admitted.

***David Echols' Operations***

60. In response to the allegations in paragraph 60 of the Amended Complaint, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of Mr. Echols' age or his ownership of the poultry houses on the farm he operates, but Pilgrim's admits the farm was located in Madison County, Georgia. Pilgrim's denies all remaining allegations in paragraph 60 of the Amended Complaint not expressly admitted.

61. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 61 of the Amended Complaint and, therefore, the allegations are denied.

62. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 62 of the Amended Complaint and, therefore, the allegations are denied.

63. In response to the allegations in paragraph 63 of the Amended Complaint, Pilgrim's admits Echols was required to sign a Broiler Production Agreement with Pilgrim's before he was allowed to serve as an independent contract broiler grower. At this time, Pilgrim's lacks

knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 63 of the Amended Complaint and, therefore, the allegations are denied.

64. In response to the allegations in the first sentence paragraph 64 of the Amended Complaint, Pilgrim's admits Echols was required to sign a written Broiler Production Agreement with Pilgrim's before he began serving as an independent contract broiler grower for Pilgrim's Athens Complex. In response to the allegations in the second sentence paragraph 64 of the Amended Complaint, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations and, therefore, the allegations are denied. Pilgrim's denies all remaining allegations in paragraph 64 of the Amended Complaint not expressly admitted.

65. In response to the allegations in paragraph 65 of the Amended Complaint, Pilgrim's admits Echols was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's further states that Echols's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Echols's Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 65 of the Amended Complaint not expressly admitted.

66. In response to the allegations in paragraph 66 of the Amended Complaint, Pilgrim's states that the ranking sheets relating to Mr. Echols's production of chicken for each flock speak for themselves and Pilgrim's denies all allegations inconsistent with the terms of the ranking sheets.

67. Pilgrim's denies the allegations in the first sentence of paragraph 67 of the Complaint. In response to the allegations in the second sentence in paragraph 67 of the Amended Complaint, Pilgrim's states that the ranking sheets relating to Mr. Echols's production of chicken for the week ending November 20, 2016 speaks for itself and Pilgrim's denies all allegations inconsistent with the terms of the ranking sheet.

68. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 68 of the Amended Complaint and, therefore, the allegations are denied.

69. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 69 of the Amended Complaint and, therefore, the allegations are denied.

70. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 70 of the Amended Complaint and, therefore, the allegations are denied.

71. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 71 of the Amended Complaint and, therefore, the allegations are denied.

72. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 72 of the Amended Complaint and, therefore, the allegations are denied.

73. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 73 of the Amended Complaint and, therefore, the allegations are denied.

74. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 74 of the Amended Complaint and, therefore, the allegations are denied.

75. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 75 of the Amended Complaint and, therefore, the allegations are denied.

76. In response to the allegations in paragraph 76 of the Amended Complaint, Pilgrim's admits Echols signed a Broiler Production Agreement in February 2017 and that the Broiler Production Agreement speaks for itself. Pilgrim's denies all remaining allegations in paragraph 76 of the Amended Complaint not expressly admitted.

77. Pilgrim's denies the allegations in paragraph 77 of the Amended Complaint.

78. In response to the allegations in paragraph 78 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements signed by Echols speak for themselves, and Pilgrim's denies all allegations inconsistent with Echols's Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 78 of the Amended Complaint not expressly admitted.

79. Pilgrim's denies the allegations in paragraph 79 of the Amended Complaint.

80. Pilgrim's admits the allegations in paragraph 80 of the Amended Complaint.

81. In response to the allegations in paragraph 81 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 81 of the Amended Complaint not expressly admitted.

82. Pilgrim's denies the allegations in paragraph 82 of the Amended Complaint.

83. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 83 of the Amended Complaint and, therefore, the allegations are denied.

84. Pilgrim's denies the allegations in paragraph 84 of the Amended Complaint.

85. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 85 of the Amended Complaint and, therefore, Pilgrim's denies the allegations in paragraph 85 of the Amended Complaint.

86. In response to the allegations in paragraph 86 of the Amended Complaint, Pilgrim's admits it delivered flocks of birds to Echols on or around May 12, 2017 and July 14, 2017 before Echols notified Pilgrim's that he was quitting and thus terminated his contract with Pilgrim's to raise broilers. Pilgrim's denies all remaining allegations not expressly admitted in paragraph 86 of the Amended Complaint.

87. In response to the allegations in paragraph 87 of the Amended Complaint, Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 87 of the Amended Complaint; thus, Pilgrim's denies the allegations in paragraph 87 of the Amended Complaint.

88. Pilgrim's denies the allegations in paragraph 88 of the Amended Complaint.

89. Pilgrim's admits the allegations in the first sentence in paragraph 89 of the Amended Complaint. In response to the allegations in the second and third sentences in paragraph 89 of the Amended Complaint, Pilgrim's admits flocks were placed on Echols's farm in accordance with the Broiler Production Agreement he signed and that Echols was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 89 of the Amended Complaint not expressly admitted.

90. In response to the allegations in paragraph 90 of the Amended Complaint, Pilgrim's states that the Notice of Termination speaks for itself and denies all allegations inconsistent with the Notice. Pilgrim's denies all remaining allegations in paragraph 90 of the Amended Complaint not expressly admitted.

91. In response to the allegations in paragraph 91 of the Amended Complaint, Pilgrim's admits Echols told Pilgrim's not to deliver any additional birds on or about September 26, 2017 and thus terminated his contract with Pilgrim's to raise broilers. Pilgrim's denies all remaining allegations in paragraph 91 of the Amended Complaint not expressly admitted.

92. In response to the allegations in paragraph 92 of the Amended Complaint, Pilgrim's admits it did not make an unsolicited offer to Echols for him to grow broilers for Pilgrim's Gainesville Complex. Pilgrim's denies all remaining allegations in paragraph 92 of the Amended Complaint not expressly admitted.

93. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 93 of the Amended Complaint and, therefore, the allegations are denied.

#### ***Stanley Dove's Operations***

94. In response to the allegations in paragraph 94 of the Amended Complaint, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of Mr. Echols' age or his ownership of the poultry houses on the farm he operates, but Pilgrim's admits the farm was located in Madison County, Georgia. Pilgrim's denies all remaining allegations in paragraph 94 of the Amended Complaint not expressly admitted.

95. In response to the allegations in paragraph 95 of the Amended Complaint, Pilgrim's admits it acquired ConAgra in 2003 and that Stanley Dove was required to sign a Broiler Production Agreement with Pilgrim's before he was allowed to serve as an independent contract broiler grower. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 95 of the Amended Complaint and, therefore, the allegations are denied.

96. In response to the allegations in paragraph 96 of the Amended Complaint, Pilgrim's admits Stanley Dove was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's further states that Stanley Dove's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Stanley Dove's Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 96 of the Amended Complaint not expressly admitted.

97. In response to the allegations in paragraph 97 of the Amended Complaint, Pilgrim's states that the ranking sheets relating to Mr. Dove's production of chicken for each flock speak for themselves and Pilgrim's denies all allegations inconsistent with the terms of the ranking sheets.

98. Pilgrim's denies the allegations in paragraph 98 of the Amended Complaint.

99. Pilgrim's denies the allegations in the first sentence of paragraph 99 of the Amended Complaint. Pilgrim's admits the allegations in the second sentence of paragraph 99 of the Amended Complaint.

100. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 100 of the Amended Complaint and, therefore, the allegations are denied.

101. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 101 of the Amended Complaint and, therefore, the allegations are denied.

102. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 102 of the Amended Complaint and, therefore, the allegations are denied.



103. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 103 of the Amended Complaint and, therefore, the allegations are denied.

104. In response to the allegations in the first sentence of paragraph 104 of the Amended Complaint, Pilgrim's admits Stanley Dove signed Broiler Production Agreements with Pilgrim's and received a fully executed copy of the Broiler Production Agreement he signed in 2017. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second sentence of paragraph 104 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's denies all remaining allegations in paragraph 104 of the Amended Complaint not expressly admitted.

105. In response to the allegations in paragraph 105 of the Amended Complaint, Pilgrim's admits Stanley Dove signed a Broiler Production Agreement in May 2017 and that chickens were previously delivered to his poultry houses. Pilgrim's further states that in response to the allegations in paragraph 105 of the Amended Complaint that the Broiler Production Agreement signed by Stanley Dove speaks for itself. Pilgrim's denies all remaining allegations in paragraph 105 of the Amended Complaint not expressly admitted.

106. Pilgrim's denies the allegations in paragraph 106 of the Amended Complaint.

107. In response to the allegations in paragraph 107 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements signed by Stanley Dove speak for themselves, and Pilgrim's denies all allegations inconsistent with Stanley Dove's Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 107 of the Amended Complaint not expressly admitted.

108. Pilgrim's denies the allegations in paragraph 108 of the Amended Complaint.

109. Pilgrim's admits the allegations in paragraph 109 of the Amended Complaint.

110. In response to the allegations in paragraph 110 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 110 of the Amended Complaint not expressly admitted.

111. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 111 of the Amended Complaint and, therefore, the allegations are denied.

112. Pilgrim's denies the allegations in paragraph 112 of the Amended Complaint.

113. In response to the allegations in paragraph 113 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter and any text message speak for themselves, and Pilgrim's denies all allegations inconsistent with the documents.

114. In response to the allegations in paragraph 114 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter, any text message, and the information Pilgrim's provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the documents.

115. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 115 of the Amended Complaint and, therefore, the allegations are denied.

116. In response to the allegations in paragraph 116 in the Amended Complaint, Pilgrim's admits that Mr. Dove instructed Pilgrim's not to deliver any more birds to his poultry houses and thus he terminated his contract with Pilgrim's to raise broilers. In further responses to the allegations in paragraph 116 of the Amended Complaint, Pilgrim's admits that the last flock

raised on Mr. Dove's broiler farm was delivered to his farm on August 29, 2017. Pilgrim's denies all remaining allegations in paragraph 116 of the Amended Complaint not expressly admitted.

117. In response to the allegations in paragraph 117 of the Amended Complaint, Pilgrim's admits chicks were placed on Stanley Dove's farm and Stanley Dove was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 117 of the Amended Complaint not expressly admitted.

118. Pilgrim's denies the allegations in paragraph 118 of the Amended Complaint.

119. In response to the allegations in paragraph 119 of the Amended Complaint, Pilgrim's admits flocks were placed on Stanley Dove's farm in accordance with the Broiler Production Agreement he signed and that Stanley Dove was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 119 of the Amended Complaint not expressly admitted.

120. In response to the allegations in paragraph 120 of the Amended Complaint, Pilgrim's states that the terms of the Notice of Termination issued to Mr. Dove speaks for itself and Pilgrim's denies all allegations inconsistent with the terms of the Notice of Termination. Pilgrim's denies all remaining allegations in paragraph 120 of the Amended Complaint not expressly admitted.

121. In response to the allegations in paragraph 121 of the Amended Complaint, Pilgrim's admits Stanley Dove told Pilgrim's not to deliver any additional birds on or about October 19, 2017 and thus he terminated his contract with Pilgrim's to raise broilers. Pilgrim's denies all remaining allegations in paragraph 121 of the Amended Complaint not expressly admitted.

122. In response to the allegations in the first sentence of paragraph 122 of the Amended Complaint, Pilgrim's admits flocks were placed on Stanley Dove's farm in accordance with the Broiler Production Agreement he signed and that Stanley Dove was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies the allegations in the second sentence of paragraph 122 of the Amended Complaint. In response to the allegations in the third sentence of paragraph 122 of the Amended Complaint, Pilgrim's admits Stanley Dove's cost for heating his poultry houses varies based on the weather conditions throughout the year. Pilgrim's denies all remaining allegations in paragraph 122 of the Amended Complaint not expressly admitted.

123. In response to the allegations in paragraph 123 of the Amended Complaint, Pilgrim's admits it did not make an unsolicited offer to Stanley Dove for him to grow broilers for Pilgrim's Gainesville Complex. Pilgrim's denies all remaining allegations in paragraph 123 of the Amended Complaint not expressly admitted.

124. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 124 of the Amended Complaint and, therefore, the allegations are denied.

#### ***Alex Mathews' Operations***

125. In response to the allegations in paragraph 125 of the Amended Complaint, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of Mr. Echols' age or his ownership of the poultry houses on the farm he operates, but Pilgrim's admits the farm was located in Oglethorpe County, Georgia. Pilgrim's also admits that Mr. Mathews operated three poultry houses containing approximately 16,000 square feet each. Pilgrim's denies all remaining allegation in paragraph 125 of the Amended Complaint not expressly admitted.

126. In response to the allegations in paragraph 126 of the Amended Complaint, Pilgrim's admits it acquired ConAgra in 2003 and that Mathews was required to sign a Broiler

Production Agreement with Pilgrim's before he was allowed to serve as an independent contract broiler grower. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 126 of the Amended Complaint and, therefore, the allegations are denied.

127. In response to the allegations in paragraph 127 of the Amended Complaint, Pilgrim's states that Mathews' Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Mathews' Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 127 of the Amended Complaint not expressly admitted.

128. Pilgrim's denies the allegations in the first sentence of paragraph 128 of the Amended Complaint. In response to the allegations in the second sentence of paragraph 128 of the Amended Complaint, Pilgrim's states that the terms of Mr. Mathews' flock settlement sheet for his last flock in 2016 speaks for itself and Pilgrim's denies all allegations inconsistent with the terms of the flock settlement sheet. Pilgrim's denies all remaining allegations in paragraph 128 of the Amended Complaint not expressly admitted.

129. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 129 of the Amended Complaint and, therefore, the allegations are denied.

130. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 130 of the Amended Complaint and, therefore, the allegations are denied.

131. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 131 of the Amended Complaint and, therefore, the allegations are denied.

132. Pilgrim's denies the allegations in 132 of the Amended Complaint.

133. In response to the allegations in paragraph 133 of the Amended Complaint, Pilgrim's admits that when Mr. Mathews signed his Broiler Production Agreement on April 19, 2017, Pilgrim's previously delivered chicks to his poultry houses. In further response to the allegations in paragraph 133 of the Amended Complaint, Pilgrim's states that Mr. Mathews' Broiler Production Agreement, effective April 19, 2017, speak for themselves and Pilgrim's denies all remaining allegations inconsistent with the terms of the Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 133 of the Amended Complaint not expressly admitted.

134. Pilgrim's denies the allegations in paragraph 134 of the Amended Complaint.

135. In response to the allegations in paragraph 135 of the Amended Complaint, Pilgrim's states that the terms of Mr. Mathews' Broiler Production Agreement with Pilgrim's, effective April 19, 2017, and any Pre-2017 Form Broiler Production Agreement speak for themselves and Pilgrim's denies all allegations inconsistent with the terms of such documents.

136. Pilgrim's admits the allegations in paragraph 136 of the Amended Complaint.

137. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 137 of the Amended Complaint and, therefore, the allegations are denied.

138. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 138 of the Amended Complaint and, therefore, the allegations are denied.

139. In response to the allegations in paragraph 139 of the Amended Complaint, Pilgrim's admits chicks were placed on Mathews' farm in accordance with the Broiler Production

Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 139 of the Amended Complaint not expressly admitted.

140. In response to the allegations in paragraph 140 of the Amended Complaint, Pilgrim's admits Mathews was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 140 of the Amended Complaint not expressly admitted.

141. Pilgrim's denies the allegations in paragraph 141 of the Amended Complaint.

142. In response to the allegations in paragraph 142 of the Amended Complaint, Pilgrim's admits chicks were placed on Mathews' farm in accordance with the Broiler Production Agreement he signed and that Mathews was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 142 of the Amended Complaint not expressly admitted.

143. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 143 of the Amended Complaint and, therefore, the allegations are denied

144. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 144 of the Amended Complaint and, therefore, the allegations are denied.

145. In response to the allegations in paragraph 145 of the Amended Complaint, Pilgrim's admits Mathews told Pilgrim's on July 31, 2017 not to deliver any additional birds and thus Mr. Mathews terminated his contract with Pilgrim's to raise broilers. Pilgrim's denies all remaining allegations in paragraph 145 of the Amended Complaint not expressly admitted.

146. In response to the allegations in paragraph 146 of the Amended Complaint, Pilgrim's admits that Mr. Mathews terminated his contract with Pilgrim's to raise broilers so that he could work at Wal-Mart. Pilgrim's denies all remaining allegations in paragraph 146 of the Amended Complaint not expressly admitted.

147. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 147 of the Amended Complaint and, therefore, the allegations are denied.

148. In response to the allegations in paragraph 148 of the Amended Complaint, Pilgrim's admits it did not make an unsolicited offer to Mathews for him to grow broilers for Pilgrim's Gainesville Complex. Pilgrim's denies all remaining allegations in paragraph 148 of the Amended Complaint not expressly admitted.

149. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 149 of the Amended Complaint and, therefore, the allegations are denied.

#### ***Trinity Farm Operations***

150. In response to the allegations in paragraph 150 of the Amended Complaint, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of Mr. James W. Dove's and Ms. Teresa K. Dove's ages or their ownership of the poultry houses on the farm. In further response, Pilgrim's admits that Mr. James W. Dove operated two poultry houses prior to 2017 that amounted to a gross total of 28,800 square feet. Pilgrim's denies all remaining allegations in paragraph 150 not expressly admitted.

151. In response to the allegations in paragraph 151 of the Amended Complaint, Pilgrim's admits it acquired ConAgra in 2003 and that James W. Dove was required to sign a Broiler Production Agreement with Pilgrim's before he was allowed to serve as an independent



contract broiler grower. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 151 of the Amended Complaint and, therefore, the allegations are denied.

152. In response to the allegations in paragraph 152 of the Amended Complaint, Pilgrim's states that James W. Dove's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with James W. Dove's Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 152 of the Amended Complaint not expressly admitted.

153. Pilgrim's denies the allegations in the first sentence in paragraph 153 of the Amended Complaint. In response to the allegations in the second sentence in paragraph 153 of the Amended Complaint, Pilgrim's states that the terms of the flock settlement sheet for the week ending February 4, 2018 speak for itself and Pilgrim's denies all allegations inconsistent with the settlement sheet. Pilgrim's denies all remaining allegations in paragraph 153 of the Amended Complaint not expressly admitted.

154. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 154 of the Amended Complaint and, therefore, the allegations are denied.

155. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 155 of the Amended Complaint and, therefore, the allegations are denied.

156. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 156 of the Amended Complaint and, therefore, the allegations are denied.

157. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 157 of the Amended Complaint and, therefore, the allegations are denied.

158. Pilgrim's denies the allegations in paragraph 158 of the Amended Complaint.

159. In response to the allegations in the first sentence of paragraph 159 of the Amended Complaint, Pilgrim's admits James W. Dove signed Broiler Production Agreements with Pilgrim's. Pilgrim's denies all remaining allegations in paragraph 159 of the Amended Complaint not expressly admitted.

160. In response to the allegations in paragraph 160 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 160 of the Amended Complaint not expressly admitted.

161. Pilgrim's admits the allegations in paragraph 161 of the Amended Complaint.

162. Pilgrim's admits the allegations in paragraph 162 of the Amended Complaint.

163. In response to the allegations in paragraph 163 of the Amended Complaint, Pilgrim's admits chicks were placed on James Dove's farm in accordance with the Broiler Production Agreement he signed and that James Dove was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 163 of the Amended Complaint not expressly admitted.

164. Pilgrim's denies the allegations in paragraph 164 of the Amended Complaint.

165. In response to the allegations in paragraph 165 of the Amended Complaint, Pilgrim's admits chicks were placed on James Dove's farm in accordance with the Broiler

Production Agreement he signed. Pilgrim's denies all remaining allegations in paragraph 165 of the Amended Complaint not expressly admitted.

166. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 166 of the Amended Complaint and, therefore, the allegations are denied.

167. In response to the allegations in paragraph 167 of the Amended Complaint, Pilgrim's admits that the last flock raised by James W. Dove on his poultry farm was removed for processing in February 2018. Pilgrim's denies all remaining allegations in paragraph 167 of the Amended Complaint not expressly admitted.

168. In response to the allegations in paragraph 168 of the Amended Complaint, Pilgrim's admits that the last flock raised by James W. Dove on his poultry farm was removed for processing in February 2018. Pilgrim's denies all remaining allegations in paragraph 168 of the Amended Complaint not expressly admitted.

169. Pilgrim's denies the allegations in paragraph 169 of the Amended Complaint.

170. In response to the allegations in paragraph 170 of the Amended Complaint, Pilgrim's admits it did not make an unsolicited offer to James W. Dove for him to grow broilers for Pilgrim's Gainesville Complex. Pilgrim's denies all remaining allegations in paragraph 170 of the Amended Complaint not expressly admitted.

171. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 171 of the Amended Complaint and, therefore, the allegations are denied.

### ***BMW Farms' Operations***

172. In response to the allegations in paragraph 172 of the Amended Complaint, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of Ms. Sandra

K. White's, Bill M. White, Sr.'s, and Billy M. White, Jr.'s ages or their ownership of the farm, but admits their farm is located in Oglethorpe County, Georgia. Pilgrim's denies all remaining allegations in paragraph 172 of the Amended Complaint not expressly admitted.

173. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 173 of the Amended Complaint and, therefore, the allegations are denied.

174. In response to the allegations in paragraph 174 of the Amended Complaint, Pilgrim's admits Sandra K. White was required to sign a Broiler Production Agreement with Pilgrim's before she was allowed to serve as an independent contract broiler grower. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 174 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's denies all remaining allegations in paragraph 174 of the Amended Complaint not expressly admitted.

175. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 175 of the Amended Complaint and, therefore, the allegations are denied.

176. Pilgrim's denies the allegations in paragraph 176 of the Amended Complaint.

177. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 177 of the Amended Complaint and, therefore, the allegations are denied.

178. In response to the allegations in paragraph 178 of the Amended Complaint, Pilgrim's states that Sandra White's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Sandra White's Broiler Production Agreement. Pilgrim's

denies all remaining allegations in paragraph 178 of the Amended Complaint not expressly admitted.

179. In response to the allegations in paragraph 179 of the Amended Complaint, Pilgrim's admits Sandra White was required to sign a Broiler Production Agreement with Pilgrim's before she was allowed to serve as an independent contract broiler grower. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 179 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's denies all remaining allegations in paragraph 179 of the Amended Complaint not expressly admitted.

180. In response to the allegations in paragraph 180 of the Amended Complaint, Pilgrim's admits Sandra White was required to sign a Broiler Production Agreement with Pilgrim's before she was allowed to serve as an independent contract broiler grower. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 180 of the Amended Complaint and, therefore, the allegations are denied. Pilgrim's denies all remaining allegations in paragraph 180 of the Amended Complaint not expressly admitted.

181. In response to the allegations in paragraph 181 of the Amended Complaint, Pilgrim's admits Sandra White was paid in accordance with the Broiler Production Agreement he signed. Pilgrim's further states that Sandra White's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Sandra White's Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 181 of the Amended Complaint not expressly admitted.

182. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 182 of the Amended Complaint and, therefore, the allegations are denied.

183. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 183 of the Amended Complaint and, therefore, the allegations are denied.

184. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 184 of the Amended Complaint and, therefore, the allegations are denied.

185. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 185 of the Amended Complaint and, therefore, the allegations are denied.

186. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 186 of the Amended Complaint and, therefore, the allegations are denied.

187. In response to the allegations in paragraph 187 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself and denies all allegations inconsistent with the letter.

188. Pilgrim's admits the allegations in paragraph 188 of the Amended Complaint.

189. Pilgrim's denies the allegations in paragraph 189 of the Amended Complaint.

190. Pilgrim's denies the allegations in paragraph 190 of the Amended Complaint.

191. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 191 of the Amended Complaint and, therefore, the allegations are denied.

192. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 192 of the Amended Complaint and, therefore, the allegations are denied.

193. In response to the allegations in paragraph 193 of the Amended Complaint, Pilgrim's admits worked commenced on certain poultry houses located on the farm that Pilgrim's provided chicks pursuant to the Broiler Production Agreement Sandra White signed. Pilgrim's denies all remaining allegations in paragraph 193 of the Amended Complaint not expressly admitted.

194. In response to the allegations in paragraph 194 of the Amended Complaint, Pilgrim's admits Sandra White signed a Broiler Production Agreement with Pilgrim's in 2017. Pilgrim's further states that Sandra White's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Sandra White's Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 194 of the Amended Complaint not expressly admitted.

195. In response to the allegations in paragraph 195 of the Amended Complaint, Pilgrim's admits chicks were placed on Sandra White's farm in accordance with the Broiler Production Agreement she signed and that Sandra White was paid in accordance with the Broiler Production Agreement she signed. Pilgrim's denies all remaining allegations in paragraph 195 of the Amended Complaint not expressly admitted.

196. In response to the allegations in paragraph 196 of the Amended Complaint, Pilgrim's admits chicks were placed on Sandra White's farm in accordance with the Broiler Production Agreement she signed. Pilgrim's denies all remaining allegations in paragraph 196 of the Amended Complaint not expressly admitted.

197. In response to the allegations in paragraph 197 of the Amended Complaint, Pilgrim's admits Sandra White was paid in accordance with the Broiler Production Agreement she signed. Pilgrim's denies all remaining allegations in paragraph 197 of the Amended Complaint not expressly admitted.

198. Pilgrim's denies the allegations in paragraph 198 of the Amended Complaint.

199. Pilgrim's denies the allegations in paragraph 199 of the Amended Complaint.

200. In response to the allegations in paragraph 200 of the Amended Complaint, Pilgrim's admits chicks were placed on the farm in accordance with the Broiler Production Agreement Sandra White signed and that Sandra White was paid in accordance with the Broiler Production Agreement she signed. Pilgrim's denies all remaining allegations in paragraph 200 of the Amended Complaint not expressly admitted.

201. Pilgrim's denies the allegations in paragraph 201 of the Amended Complaint.

202. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 202 of the Amended Complaint and, therefore, the allegations are denied.

203. Pilgrim's denies the allegations in paragraph 203 of the Amended Complaint.

204. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 204 of the Amended Complaint and, therefore, the allegations are denied.

205. Pilgrim's denies the allegations in paragraph 205 of the Amended Complaint.



206. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 206 of the Amended Complaint and, therefore, the allegations are denied.

207. In response to the allegations in paragraph 207 of the Amended Complaint, Pilgrim's denies it made any commitment to continue placing chicks in any of Sandra White's poultry houses aside from the commitments set forth in the Broiler Production Agreement signed by Sandra White. Pilgrim's further states that Sandra White's Broiler Production Agreement speaks for itself, and Pilgrim's denies all allegations inconsistent with Sandra White's Broiler Production Agreement. Pilgrim's denies all remaining allegations in paragraph 207 of the Amended Complaint not expressly admitted.

208. Pilgrim's denies the allegations in paragraph 208 of the Amended Complaint.

209. In response to the allegations in paragraph 209 of the Amended Complaint, Pilgrim's states that the text message between Steven Caudell and Michael White speaks for itself and Pilgrim's denies all allegations inconsistent with the terms of the text message. Pilgrim's denies all remaining allegations in paragraph 209 not expressly admitted.

210. At this time, Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 210 of the Amended Complaint and, therefore, the allegations are denied.

211. Pilgrim's admits the allegations in the first sentence of paragraph 211 of the Amended Complaint. Pilgrim's denies the allegations in the second sentence of paragraph 211 of the Amended Complaint.

212. Pilgrim's denies the allegations in paragraph 212 of the Amended Complaint.

213. In response to the allegations in paragraph 213 of the Amended Complaint, Pilgrim's admits it did not make an unsolicited offer to Sandra White for her to grow broilers for Pilgrim's Gainesville Complex. Pilgrim's denies all remaining allegations in paragraph 213 of the Amended Complaint not expressly admitted.

214. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 214 of the Amended Complaint and, therefore, the allegations are denied.

***USDA Issues Notice of Violation***

215. In response to the allegations in paragraph 215 of the Amended Complaint, Pilgrim's admits GIPSA conducted an investigation regarding its Athens Complex in 2017. Pilgrim's denies all remaining allegations in paragraph 215 of the Amended Complaint not expressly admitted.

216. In response to the allegations in paragraph 216 of the Amended Complaint, Pilgrim's admits USDA issued the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's further states that the Notice of Violation speaks for itself, and Pilgrim's denies all allegations inconsistent with the Notice of Violation. Pilgrim's denies all remaining allegations in paragraph 216 of the Amended Complaint not expressly admitted. In further response to the allegations in paragraph 216 of the Amended Complaint, Pilgrim's denies the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J and asserts that the aforementioned Notice of Violation is no longer valid given the USDA's subsequent clarification of the Notice of Violation; thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 216 of the Amended Complaint not expressly admitted.

217. In response to the allegations in paragraph 217 of the Amended Complaint, Pilgrim's states that the Notice of Violation speaks for itself, and Pilgrim's denies all allegations inconsistent with the Notice of Violation. In further response to the allegations in paragraph 217 of the Amended Complaint, Pilgrim's denies the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J and asserts that the aforementioned Notice of Violation is no longer valid given the USDA's subsequent clarification of the Notice of Violation; thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 217 of the Amended Complaint not expressly admitted.

218. In response to the allegations in paragraph 218 of the Amended Complaint, Pilgrim's states that the Notice of Violation speaks for itself, and Pilgrim's denies all allegations inconsistent with the Notice of Violation. In further response to the allegations in paragraph 218 of the Amended Complaint, Pilgrim's denies the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J and asserts that the aforementioned Notice of Violation is no longer valid given the USDA's subsequent clarification of the Notice of Violation; thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 218 of the Amended Complaint not expressly admitted.

219. In response to the allegations in paragraph 219 of the Amended Complaint, Pilgrim's states that the letter from its counsel to the USDA speaks for itself, and Pilgrim's denies all allegations inconsistent with the letter. In further response to the allegations in paragraph 219 of the Amended Complaint, Pilgrim's states that its response to the erroneous assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J resulted in the USDA

clarifying its position; thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 219 of the Amended Complaint not expressly admitted.

220. In response to the allegations in paragraph 220 of the Amended Complaint, Pilgrim's states that the letter from its counsel to the USDA speaks for itself, and Pilgrim's denies all allegations inconsistent with the letter. Pilgrim's denies all remaining allegations in paragraph 220 of the Amended Complaint not expressly admitted

221. In response to the allegations in paragraph 221 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself, and Pilgrim's denies all allegations inconsistent with the letter. In further response to the allegations in paragraph 221 of the Amended Complaint, Pilgrim's denies the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J and asserts that the aforementioned Notice of Violation is no longer valid given the USDA's subsequent clarification of the Notice of Violation; thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 221 of the Amended Complaint not expressly admitted.

222. Pilgrim's denies the allegations in paragraph 222 of the Amended Complaint.

223. In response to the allegations in paragraph 223 of the Amended Complaint, Pilgrim's states that the Initial NAE Notice Letter speaks for itself, and Pilgrim's denies all allegations inconsistent with the letter. In further response to the allegations in paragraph 223 of the Amended Complaint, Pilgrim's denies the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J and asserts that the aforementioned Notice of Violation is no longer valid given the USDA's subsequent clarification of the Notice of Violation;

thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 223 of the Amended Complaint not expressly admitted.

224. In response to the allegations in paragraph 224 of the Amended Complaint, Pilgrim's states that the records it provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the records.

225. In response to the allegations in paragraph 225 of the Amended Complaint, Pilgrim's states that the USDA's records speak for themselves, and Pilgrim's denies all allegations inconsistent with the records. In further response to the allegations in paragraph 225 of the Amended Complaint, Pilgrim's denies the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J and asserts that the aforementioned Notice of Violation is no longer valid given the USDA's subsequent clarification of the Notice of Violation; thus, even the USDA no longer stands by the assertions included in the Notice of Violation attached to the Amended Complaint as Exhibit J. Pilgrim's denies all remaining allegations in paragraph 225 of the Amended Complaint not expressly admitted.

***No Antibiotic Ever Poultry Marketing***

226. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 226 of the Amended Complaint and, therefore, the allegations are denied.

227. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 227 of the Amended Complaint and, therefore, the allegations are denied.

228. In response to the allegations in paragraph 228 of the Amended Complaint, Pilgrim's that the Bill Lovette's statement speaks for itself, and Pilgrim's denies all allegations inconsistent with the statement.

229. In response to the allegations in paragraph 229 of the Amended Complaint, Pilgrim's admits that Chick-fil-A purchases more product from the Athens Complex than any other customer. Pilgrim's denies all remaining allegations in paragraph 229 of the Amended Complaint not expressly admitted.

230. In response to the allegations in paragraph 230 of the Amended Complaint, Pilgrim's admits that Chick-fil-A began requiring Pilgrim's provide NAE products. Pilgrim's denies all remaining allegations in paragraph 230 of the Amended Complaint not expressly admitted.

231. Pilgrim's denies the allegations in paragraph 231 of the Amended Complaint.

232. In response to the allegations in paragraph 232 of the Amended Complaint, Pilgrim's admits it sells products from the Athens Complex to many customers. Pilgrim's denies all remaining allegations in paragraph 232 of the Amended Complaint not expressly admitted.

233. Pilgrim's denies the allegations in paragraph 233 of the Amended Complaint.

234. In response to the allegations in paragraph 234 of the Amended Complaint, Pilgrim's states that any official statements it has made regarding the NAE market speak for themselves, and Pilgrim's denies all allegations inconsistent with the statements.

235. In response to the allegations in paragraph 235 of the Amended Complaint, Pilgrim's states that the records it provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the records.

236. In response to the allegations in paragraph 236 of the Amended Complaint, Pilgrim's states that the records it provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the records.

237. In response to the allegations in paragraph 237 of the Amended Complaint, Pilgrim's states that the records it provided to USDA speak for themselves, and Pilgrim's denies all allegations inconsistent with the records.

238. Pilgrim's denies the allegations in paragraph 238 of the Amended Complaint.

239. Pilgrim's denies the allegations in paragraph 239 of the Amended Complaint.

240. Pilgrim's denies the allegations in paragraph 240 of the Amended Complaint.

241. Pilgrim's denies the allegations in paragraph 241 of the Amended Complaint.

242. Pilgrim's denies the allegations in paragraph 242 of the Amended Complaint.

243. Pilgrim's denies the allegations in paragraph 243 of the Amended Complaint.

***Pilgrim's No Antibiotics Ever Poultry Production***

244. In response to the allegations in paragraph 244 of the Amended Complaint, Pilgrim's states that any verification requirements for NAE poultry speak for themselves, and Pilgrim's denies all allegations inconsistent with the requirements.

245. In response to the allegations in paragraph 245 of the Amended Complaint, Pilgrim's states that the USDA policies speak for themselves, and Pilgrim's denies all allegations inconsistent with the policies.

246. In response to the allegations in paragraph 246 of the Amended Complaint, Pilgrim's states that the USDA policies speak for themselves, and Pilgrim's denies all allegations inconsistent with the policies.

247. In response to the allegations in paragraph 247 of the Amended Complaint, Pilgrim's states that the USDA policies speak for themselves, and Pilgrim's denies all allegations inconsistent with the policies.

248. In response to the allegations in paragraph 248 of the Amended Complaint, Pilgrim's admits its complex in Canton, Georgia was originally approved for NAE verification by USDA on January 13, 2017. Pilgrim's denies all remaining allegations in paragraph 248 not expressly admitted.

249. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 249 of the Amended Complaint and, therefore, the allegations are denied.

250. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 250 of the Amended Complaint and, therefore, the allegations are denied.

251. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 251 of the Amended Complaint and, therefore, the allegations are denied.

252. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 252 of the Amended Complaint and, therefore, the allegations are denied.

253. Pilgrim's admits the allegations in paragraph 253 of the Amended Complaint.

254. Pilgrim's admits the allegations in paragraph 254 of the Amended Complaint.

255. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 255 of the Amended Complaint and, therefore, the allegations are denied.

256. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 256 of the Amended Complaint and, therefore, the allegations are denied.

257. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 257 of the Amended Complaint and, therefore, the allegations are denied.



258. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 258 of the Amended Complaint and, therefore, the allegations are denied.

259. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 259 of the Amended Complaint and, therefore, the allegations are denied.

260. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 260 of the Amended Complaint and, therefore, the allegations are denied.

261. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 261 of the Amended Complaint and, therefore, the allegations are denied.

262. In response to the allegations in paragraph 262 of the Amended Complaint, Pilgrim's admits that its Live Oak, Florida complex raises ABF chicken, but under different circumstances than Pilgrim's Athens complex. Pilgrim's denies the remaining allegations in paragraph 262 not expressly admitted.

263. In response to the allegations in paragraph 263 of the Amended Complaint, Pilgrim's admits the Athens Complex was initially approved for NAE verification by USDA on November 6, 2017. Pilgrim's denies all remaining allegations in paragraph 263 of the Amended Complaint not expressly admitted.

264. Pilgrim's denies the allegations in paragraph 264 of the Amended Complaint.

265. Pilgrim's denies the allegations in paragraph 265 of the Amended Complaint.

266. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 266 of the Amended Complaint and, therefore, the allegations are denied.

267. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 267 of the Amended Complaint and, therefore, the allegations are denied.

268. Pilgrim's is without sufficient information to admit or deny the allegations in paragraph 268 of the Amended Complaint because it cannot know the USDA's mental processes for investigating the Mount Pleasant complex and, therefore, the allegations are denied.

269. In response to the allegations in paragraph 269 of the Amended Complaint, Pilgrim's admits the challenges to raising NAE poultry include intestinal health issues. Pilgrim's denies all remaining allegations in paragraph 269 of the Amended Complaint not expressly admitted.

270. Pilgrim's denies the allegations in paragraph 270 of the Amended Complaint.

271. Pilgrim's denies the allegations in paragraph 271 of the Amended Complaint.

272. In response to the allegations in paragraph 272 of the Amended Complaint, Pilgrim's admits that it increased the pay to grower with Class AAA housing to 0.0685 per pound. In further response to the allegations in paragraph 272 of the Amended Complaint, Pilgrim's states that any statements it made relating to the reasoning for adjusting pay under its Broiler Production Agreement for AAA speaks for themselves and denies all allegations inconsistent with those statements. Pilgrim's denies all remaining allegations in paragraph 272 not expressly admitted.

**COUNT I**  
**BREACH OF CONTRACT – WRONGFUL TERMINATION**

273. To the extent paragraph 273 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

274. In response to the allegations in paragraph 274 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with the Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 274 of the Amended Complaint not expressly admitted.

275. In response to the allegations in paragraph 275 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with the Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 275 of the Amended Complaint not expressly admitted.

276. In response to the allegations in paragraph 276 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with the Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 276 of the Amended Complaint not expressly admitted.

277. In response to the allegations in paragraph 277 of the Amended Complaint, Pilgrim's admits Plaintiffs Echols's, Stanley Dove's, Mathews', James W. Dove's and Sandra K. Dove's Broiler Production Agreements were not terminated for failing to complete the cost improvement program provided for in their respective Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 277 of the Amended Complaint not expressly admitted.

278. Pilgrim's denies the allegations in paragraph 278 of the Amended Complaint.

279. Pilgrim's denies the allegations in paragraph 279 of the Amended Complaint.

280. Pilgrim's denies the allegations in paragraph 280 of the Amended Complaint.

281. In response to the allegations in paragraph 281 of the Amended Complaint, Pilgrim's admits Plaintiffs Echols's, Stanley Dove's, Mathews', James W. Dove's and Sandra K. Dove's Broiler Production Agreements were not terminated for economic necessity. Pilgrim's denies all remaining allegations in paragraph 281.

282. In response to the allegations in paragraph 282 of the Amended Complaint, Pilgrim's admits Plaintiffs Echols's, Stanley Dove's, Mathews', James W. Dove's and Sandra K.

Dove's Broiler Production Agreements were not terminated for economic necessity. Pilgrim's denies all remaining allegations in paragraph 282.

283. Pilgrim's denies the allegations in paragraph 283 of the Amended Complaint.

284. Pilgrim's denies the allegations in paragraph 284 of the Amended Complaint.

285. Pilgrim's denies the allegations in paragraph 285 of the Amended Complaint.

286. Pilgrim's denies the allegations in paragraph 286 of the Amended Complaint.

287. Pilgrim's denies the allegations in paragraph 287 of the Amended Complaint.

288. Pilgrim's denies the allegations in paragraph 288 of the Amended Complaint.

289. Pilgrim's denies the allegations in paragraph 289 of the Amended Complaint.

290. Pilgrim's denies the allegations in paragraph 290 of the Amended Complaint.

291. Pilgrim's denies the allegations in paragraph 291 of the Amended Complaint.

292. Pilgrim's denies the allegations in paragraph 292 of the Amended Complaint.

293. Pilgrim's denies the allegations in paragraph 293 of the Amended Complaint.

294. Pilgrim's denies the allegations in paragraph 294 of the Amended Complaint.

**COUNT II**  
**BREACH OF CONTRACT – RESPONSIBILITIES OF THE COMPANY**

295. To the extent paragraph 295 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

296. In response to the allegations in paragraph 296 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with the Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 296 of the Amended Complaint not expressly admitted.

297. Pilgrim's denies the allegations in paragraph 297 of the Amended Complaint.

298. Pilgrim's denies the allegations in paragraph 298 of the Amended Complaint.

299. Pilgrim's denies the allegations in paragraph 299 of the Amended Complaint.

300. Pilgrim's denies the allegations in paragraph 300 of the Amended Complaint.

301. Pilgrim's denies the allegations in paragraph 301 of the Amended Complaint.

302. Pilgrim's denies the allegations in paragraph 302 of the Amended Complaint.

303. Pilgrim's denies the allegations in paragraph 303 of the Amended Complaint.

304. Pilgrim's denies the allegations in paragraph 304 of the Amended Complaint.

305. Pilgrim's denies the allegations in paragraph 305 of the Amended Complaint.

306. Pilgrim's denies the allegations in paragraph 306 of the Amended Complaint.

**COUNT III**  
**VIOLATION OF PSA AND USDA REGULATIONS**

307. To the extent paragraph 307 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

308. In response to the allegations in paragraph 308 of the Amended Complaint, Pilgrim's states that the Packers and Stockyards Act ("PSA") speaks for itself, and Pilgrim's denies all allegations inconsistent with the PSA. Pilgrim's denies all remaining allegations in paragraph 308 of the Amended Complaint not expressly admitted.

309. In response to the allegations in paragraph 309 of the Amended Complaint, Pilgrim's states that the PSA speaks for itself, and Pilgrim's denies all allegations inconsistent with the PSA. Pilgrim's denies all remaining allegations in paragraph 309 of the Amended Complaint not expressly admitted.

310. In response to the allegations in paragraph 310 of the Amended Complaint, Pilgrim's states that the 2008 Farm Bill speaks for itself, and Pilgrim's denies all allegations inconsistent with the 2008 Farm Bill. Pilgrim's denies all remaining allegations in paragraph 310 of the Amended Complaint not expressly admitted.

- 311. Pilgrim's denies the allegations in paragraph 311 of the Amended Complaint.
- 312. Pilgrim's denies the allegations in paragraph 312 of the Amended Complaint.
- 313. Pilgrim's denies the allegations in paragraph 313 of the Amended Complaint.
- 314. Pilgrim's denies the allegations in paragraph 314 of the Amended Complaint.
- 315. Pilgrim's denies the allegations in paragraph 315 of the Amended Complaint.
- 316. Pilgrim's denies the allegations in paragraph 316 of the Amended Complaint.
- 317. Pilgrim's denies the allegations in paragraph 317 of the Amended Complaint.
- 318. Pilgrim's denies the allegations in paragraph 318 of the Amended Complaint.
- 319. Pilgrim's denies the allegations in paragraph 319 of the Amended Complaint.
- 320. Pilgrim's denies the allegations in paragraph 320 of the Amended Complaint.
- 321. Pilgrim's denies the allegations in paragraph 321 of the Amended Complaint.
- 322. Pilgrim's denies the allegations in paragraph 322 of the Amended Complaint.
- 323. Pilgrim's denies the allegations in paragraph 323 of the Amended Complaint.

**COUNT IV**  
**VIOLATION OF 7 U.S.C.A. § 192(A) AND (B) UNDER PSA**

324. To the extent paragraph 324 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

325. In response to the allegations in paragraph 325 of the Amended Complaint, Pilgrim's states that the PSA speaks for itself, and Pilgrim's denies all allegations inconsistent with the PSA. Pilgrim's denies all remaining allegations in paragraph 325 of the Amended Complaint not expressly admitted.

- 326. Pilgrim's denies the allegations in paragraph 326 of the Amended Complaint.
- 327. Pilgrim's denies the allegations in paragraph 327 of the Amended Complaint.
- 328. Pilgrim's denies the allegations in paragraph 328 of the Amended Complaint.

329. Pilgrim's denies the allegations in paragraph 329 of the Amended Complaint.

330. Pilgrim's denies the allegations in paragraph 330 of the Amended Complaint.

331. Pilgrim's denies the allegations in paragraph 331 of the Amended Complaint.

332. Pilgrim's denies the allegations in paragraph 332 of the Amended Complaint.

333. Pilgrim's denies the allegations in paragraph 333 of the Amended Complaint.

334. Pilgrim's denies the allegations in paragraph 334 of the Amended Complaint.

335. Pilgrim's denies the allegations in paragraph 335 of the Amended Complaint.

336. Pilgrim's denies the allegations in paragraph 336 of the Amended Complaint.

**COUNT V**  
**VIOLATION OF GEORGIA'S UNFAIR AND DECEPTIVE PRACTICES**  
**TOWARD THE ELDERLY ACT (STANLEY DOVE, JAMES W. DOVE,**  
**SANDRA K. WHITE, AND BILLY M. WHITE, SR. ONLY)**

337. To the extent paragraph 337 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

338. In response to the allegations in paragraph 338 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 338 of the Amended Complaint not expressly admitted.

339. In response to the allegations in paragraph 339 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 339 of the Amended Complaint not expressly admitted.

340. Pilgrim's denies the allegations in paragraph 340 of the Amended Complaint.

341. Pilgrim's denies the allegations in paragraph 341 of the Amended Complaint.

342. Pilgrim's denies the allegations in paragraph 342 of the Amended Complaint.

343. Pilgrim's lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 343 of the Amended Complaint and, therefore, the allegations are denied.

344. Pilgrim's denies the allegations in paragraph 344 of the Amended Complaint.

**COUNT VI**  
**BREACH OF FIDUCIARY DUTY**

345. To the extent paragraph 345 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

346. In response to the allegations in paragraph 346 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 346 of the Amended Complaint not expressly admitted.

347. Pilgrim's denies the allegations in paragraph 347 of the Amended Complaint.

348. In response to the allegations in paragraph 348 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with the Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 348 of the Amended Complaint not expressly admitted.

349. In response to the allegations in paragraph 349 of the Amended Complaint, Pilgrim's admits it has terminated independent contract broiler growers for the Athens Complex for breaching their Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 349 of the Amended Complaint not expressly admitted.

350. In response to the allegations in paragraph 350 of the Amended Complaint, Pilgrim's admits it has required independent contract broiler growers for the Athens Complex to



comply with the terms of their Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 350 of the Amended Complaint not expressly admitted.

351. In response to the allegations in paragraph 351 of the Amended Complaint, Pilgrim's admits it provides technical services and specifications to independent contract broiler growers for the Athens Complex in accordance with their Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 351 of the Amended Complaint not expressly admitted.

352. In response to the allegations in paragraph 352 of the Amended Complaint, Pilgrim's states that its statements to investors speak for themselves, and Pilgrim's denies all allegations inconsistent with the statements. Pilgrim's denies all remaining allegations in paragraph 352 of the Amended Complaint not expressly admitted.

353. In response to the allegations in paragraph 353 of the Amended Complaint, Pilgrim's states that the Broiler Production Agreements speak for themselves, and Pilgrim's denies all allegations inconsistent with the Broiler Production Agreements. Pilgrim's denies all remaining allegations in paragraph 353 of the Amended Complaint not expressly admitted.

354. Pilgrim's denies the allegations in paragraph 354 of the Amended Complaint.

355. Pilgrim's denies the allegations in paragraph 355 of the Amended Complaint.

356. Pilgrim's admits the allegations in paragraph 356 of the Amended Complaint.

357. Pilgrim's admits the allegations in paragraph 357 of the Amended Complaint.

358. In response to the allegations in paragraph 358 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 358 of the Amended Complaint not expressly admitted.

359. Pilgrim's denies the allegations in paragraph 359 of the Amended Complaint.

360. Pilgrim's denies the allegations in paragraph 360 of the Amended Complaint.

361. Pilgrim's denies the allegations in paragraph 361 of the Amended Complaint.

362. Pilgrim's denies the allegations in paragraph 362 of the Amended Complaint.

**COUNT VII**  
**BREACHES OF PRIVATE AND LEGAL DUTIES**

363. To the extent paragraph 363 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

364. Pilgrim's denies the allegations in paragraph 364 of the Amended Complaint.

365. In response to the allegations in paragraph 365 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 365 of the Amended Complaint not expressly admitted.

366. In response to the allegations in paragraph 366 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 366 of the Amended Complaint not expressly admitted.

367. Pilgrim's denies the allegations in paragraph 367 of the Amended Complaint.

368. Pilgrim's denies the allegations in paragraph 368 of the Amended Complaint.

369. Pilgrim's denies the allegations in paragraph 369 of the Amended Complaint.

370. Pilgrim's denies the allegations in paragraph 370 of the Amended Complaint.

**COUNT VIII**  
**FRAUD BY SILENCE**

371. To the extent paragraph 371 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

372. In response to the allegations in paragraph 372 of the Amended Complaint, Pilgrim's states that the statute speaks for itself, and Pilgrim's denies all allegations inconsistent with the statute. Pilgrim's denies all remaining allegations in paragraph 372 of the Amended Complaint not expressly admitted.

373. Pilgrim's denies the allegations in paragraph 373 of the Amended Complaint.

374. Pilgrim's denies the allegations in paragraph 374 of the Amended Complaint.

375. Pilgrim's denies the allegations in paragraph 375 of the Amended Complaint.

376. Pilgrim's denies the allegations in paragraph 376 of the Amended Complaint.

377. Pilgrim's denies the allegations in paragraph 377 of the Amended Complaint.

378. Pilgrim's denies the allegations in paragraph 378 of the Amended Complaint.

379. Pilgrim's denies the allegations in paragraph 379 of the Amended Complaint.

380. Pilgrim's denies the allegations in paragraph 380 of the Amended Complaint.

381. Pilgrim's denies the allegations in paragraph 381 of the Amended Complaint.

**COUNT IX**  
**PROMISSORY ESTOPPEL (BMW FARMS ONLY)**

382. To the extent paragraph 382 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

383. Pilgrim's denies the allegations in paragraph 383 of the Amended Complaint.

384. Pilgrim's denies the allegations in paragraph 384 of the Amended Complaint.

385. Pilgrim's denies the allegations in paragraph 385 of the Amended Complaint.

386. Pilgrim's denies the allegations in paragraph 386 of the Amended Complaint.

387. Pilgrim's denies the allegations in paragraph 387 of the Amended Complaint.

388. Pilgrim's denies the allegations in paragraph 388 of the Amended Complaint.

389. Pilgrim's denies the allegations in paragraph 389 of the Amended Complaint.

390. There are no allegations in paragraph 390 of the Amended Complaint.

**COUNT X**  
**ATTORNEYS' FEES UNDER O.C.G.A. § 13-6-11**

391. To the extent paragraph 391 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

392. Pilgrim's denies the allegations in paragraph 392 of the Amended Complaint.

393. Pilgrim's denies the allegations in paragraph 393 of the Amended Complaint.

**COUNT XI**  
**PUNITIVE DAMAGES**

394. To the extent paragraph 394 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

395. Pilgrim's denies the allegations in paragraph 395 of the Amended Complaint.

396. Pilgrim's denies the allegations in paragraph 396 of the Amended Complaint.

**COUNT XII**  
**PREJUDGMENT INTEREST**

397. To the extent paragraph 397 of the Amended Complaint incorporates allegations Pilgrim's has denied above, Pilgrim's denies those allegations.

398. Pilgrim's denies the allegations in paragraph 398 of the Amended Complaint.

**Prayer**

In the prayer, Plaintiffs request that the case be tried to a jury of twelve. Pilgrim's denies that Plaintiffs have the right to a trial by jury. Pilgrim's further denies that Plaintiffs are entitled to any other relief sought in the Amended Complaint.

## **AFFIRMATIVE AND ADDITIONAL DEFENSES**

### **First Additional Defense**

399. The Amended Complaint fails to state claims and facts upon which relief can be granted in favor of Plaintiffs or against Pilgrim's.

### **Second Additional Defense**

400. Pilgrim's denies each and every material allegation contained in the Amended Complaint not admitted in this Answer. Moreover, Pilgrim's denies that Plaintiffs are entitled to recover compensatory or punitive damages, or any of the other relief requested in the Amended Complaint, under their claims or under any other theories of liability that might hereafter be asserted in any amended pleading Plaintiffs file in this case.

### **Third Additional Defense**

401. Plaintiffs' claims under PSA § 192(a) are not viable because Pilgrim's has not engaged in or used any unfair, unjustly discriminatory or deceptive practice or device.

### **Fourth Additional Defense**

402. Plaintiffs' claims under the PSA are not viable because Pilgrim's has acted at all times in accordance with federal regulations.

### **Fifth Additional Defense**

403. Plaintiffs' claims under PSA § 192(b) are precluded because Pilgrim's has not made or given any undue or unreasonable preference or advantage to any particular person or locality in violation of the PSA.

### **Sixth Additional Defense**

404. Plaintiffs' claims under PSA § 192(b) are barred because Pilgrim's has not subjected any particular person or locality to any undue or unreasonable prejudice or disadvantage in violation of the PSA.

### **Seventh Additional Defense**

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

### **Eighth Additional Defense**

406. Plaintiffs' claims under PSA § 192(a) and (b) are precluded because Plaintiffs have not alleged and cannot show that Pilgrim's conduct injures or interferes with competition. *Terry v. Tyson Farms, Inc.*, 604 F.3d 272 (6th Cir. 2010), *cert. denied*, 131 S.Ct. 1044 (2011); *Wheeler v. Pilgrim's Pride Corp.*, 591 F.3d 355 (5th Cir. 2009) (en banc); *Been v. O.K. Indus., Inc.*, 495 F.3d 1217 (10th Cir. 2007); *Pickett v. Tyson Fresh Meats, Inc.*, 420 F.3d 1272 (11th Cir. 2005), *cert. denied*, 547 U.S. 1040 (2006); *London v. Fieldale Farms Corp.*, 410 F.3d 1295 (11th Cir.), *cert. denied*, 546 U.S. 1034 (2005); *IBP, Inc. v. Glickman*, 187 F.3d 974 (8th Cir. 1999); *Jackson v. Swift Eckrich, Inc.*, 53 F.3d 1452 (8th Cir. 1995); *DeJong Packing Co. v. U.S. Dep't of Agric.*, 618 F.2d 1329 (9th Cir. 1980); *Philson v. Goldsboro Milling Co.*, Nos. 96-254, 96-2631, 1998 U.S. App. LEXIS 24630 (4th Cir. Oct. 5, 1998); *Griffin v. Smithfield Foods, Inc.*, 183 F. Supp. 2d 824 (E.D. Va. 2002).<sup>1</sup>

### **Ninth Additional Defense**

407. Plaintiffs' claims under the PSA are precluded because Pilgrim's acted unilaterally at all relevant times.

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<sup>1</sup> See also *Org. of Competitive Mkts. v. U.S. Dep't of Agric.*, 912 F.3d 455, 457 (8th Cir. 2018) (stating that if PSA § 192(a) and (b) were read literally, the terms would establish no standard at all and thus "these provisions concern only those business dealings that have an actual or potential adverse effect on competition. . . .")

**Tenth Additional Defense**

408. Plaintiffs' claims under the PSA are precluded because, to the extent Pilgrim's rather than Plaintiffs terminated any of Plaintiffs' Broiler Production Agreements, Pilgrim's had valid and/or legitimate business justifications or reasons for its act(s) and/or omission(s) at issue in the Amended Complaint.

**Eleventh Additional Defense**

409. Plaintiffs' PSA claims are barred because they fail to allege sufficient facts either to properly define the product and geographic components of a relevant market or to support a finding that Pilgrim's possesses market power in any relevant market.

**Twelfth Additional Defense**

410. Plaintiffs' breach of contract claims are barred by Plaintiffs' prior material breach and/or anticipatory breach of their Broiler Production Agreements.

**Thirteenth Additional Defense**

411. Plaintiffs' breach of contract claims are legally and factually unviable because, to the extent Pilgrim's rather than Plaintiffs terminated any of Plaintiffs' Broiler Production Agreements, Pilgrim's terminated the Broiler Production Agreements in accordance with their terms based on Plaintiffs' act(s) and/or omission(s).

**Fourteenth Additional Defense**

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

**Fifteenth Additional Defense**

413. Plaintiffs' causes of action are barred because Plaintiffs have not satisfied all conditions precedent to recovery.

**Sixteenth Additional Defense**

414. Plaintiffs' damages are barred, in whole or in part, based on the exclusion of damages clause in the Broiler Production Agreements Plaintiffs signed, which states:

**Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR INDEPENDENT GROWER SHALL BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, NOMINAL, CONSEQUENTIAL, EXEMPLARY OR NON-COMPENSATORY DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT AND/OR ITS EXHIBITS, AND/OR THE PERFORMANCE OF THE PARTIES UNDER THIS AGREEMENT AND/OR ITS EXHIBITS.**

**Seventeenth Additional Defense**

415. Plaintiffs' PSA claims are barred, in whole or in part, by the release in the Broiler Production Agreements Plaintiffs signed, which states:

**Prior Agreements/Entire Agreement.** This Agreement supersedes, voids and nullifies any and all previous Broiler Production Agreements and all other previous agreements governing the relationship between Independent Grower and Company. The Independent Grower and Company hereby release and extinguish all claims that they may have against each other under any previous Broiler Production Agreement and all other previous agreements governing the relationship between Independent Grower and Company. This Agreement, and any Exhibits hereto, constitute the entire agreement between the parties, and those documents supersede all oral statements and other communications made before the execution of those documents. Independent Grower acknowledges that in entering into this Agreement, he/she has not relied upon any statements that are not contained in this document, and/or Exhibits hereto.

or:

**Prior Agreements/Entire Agreement/Release.** This Agreement supersedes, voids and nullifies any and all previous Broiler Production Agreements and all other previous agreements governing the relationship between Independent Grower and Company. **THE INDEPENDENT GROWER AND COMPANY HEREBY**



**RELEASE AND EXTINGUISH ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION THAT THEY MAY HAVE AGAINST EACH OTHER UNDER ANY PREVIOUS BROILER PRODUCTION AGREEMENT AND ALL OTHER PREVIOUS AGREEMENTS GOVERNING THE RELATIONSHIP BETWEEN INDEPENDENT GROWER AND COMPANY.** This Agreement and any Exhibits hereto, constitute the entire agreement between the parties, and those documents supersede all oral statements and other communications made before the execution of those documents. Independent Grower acknowledges that in entering into this Agreement, he/she has not relied upon any statements that are not contained in this document, and/or Exhibits hereto.

**Eighteenth Additional Defense**

416. Plaintiffs are not entitled to recovery of their attorney's fees under the PSA or Georgia law.

**Nineteenth Additional Defense**

417. Plaintiffs' requested attorneys' fees are excessive.

**Twentieth Additional Defense**

418. Plaintiffs' damages are barred, in whole or in part, by the doctrine of unclean hands.

**Twenty-First Additional Defense**

419. Plaintiffs' claims for exemplary or punitive damages are 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, as well as the Due Process Clause of the Georgia Constitution; (3) exemplary damages are essentially criminal in nature and thus violate the Due Process Clauses of the United States Constitution and the Georgia Constitution; and (4) Plaintiffs' claim 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 this state allows the award of disproportionate judgments for similar actions against Pilgrim's based only upon material wealth, which constitutes arbitrary and insidious discrimination prohibited by the Equal Protection Clause.

**Twenty-Second Additional Defense**

420. Plaintiffs' request for exemplary damages or punitive damages is barred because Pilgrim's did not act intentionally, wantonly, fraudulently, or maliciously.

**Twenty-Third Additional Defense**

421. Plaintiffs 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 Pilgrim's conduct, if any, relating to Plaintiffs' alleged damages.

**Twenty-Fourth Additional Defense**

422. Plaintiffs' PSA claims fail, in whole or in part, because Plaintiffs' alleged damages were not caused by any acts or conduct of Pilgrim's.

**Twenty-Fifth Additional Defense**

423. Plaintiffs' PSA claims fail, in whole or in part, because Plaintiffs' purported damages were caused by their own acts and/or misconduct.

**Twenty-Sixth Additional Defense**

424. Plaintiffs' PSA claims are barred because Pilgrim's has legitimate, procompetitive reasons for its unilateral conduct at issue in this case.

**Twenty-Seventh Additional Defense**

425. Plaintiffs are barred from recovering monetary damages based on a showing of a "likelihood of anticompetitive effect" because the PSA does not allow for the recovery of money

damages based on an incipient violation. *IBP*, 187 F.3d at 977; *DeJong Packing Co.*, 618 F.2d at 1336-37; *see also Adams v. Pilgrim's Pride Corp.*, No. 2:09-cv-397, 2011 WL 5330301 (E.D. Tex. Sept. 30, 2011), *rev'd*, *Agerton v. Pilgrim's Pride Corp.*, 728 F.3d 457 (5th Cir. 2013).

#### **Twenty-Eighth Additional Defense**

426. Plaintiffs' PSA claims are barred, in whole or in part, by the applicable four-year statute of limitations. *Varner v. Peterson Farms*, 371 F.3d 1011, 1019 (8th Cir. 2004); *Jackson*, 53 F.3d at 1460. Thus, Plaintiffs cannot recover under their PSA claims based on Pilgrim's acts and/or omissions occurring before July 27, 2014. Instead, Plaintiffs' PSA claims are limited to the time frame between July 27, 2014 and the dates on which Plaintiffs terminated their Broiler Production Agreements by informing Pilgrim's that they did not want to receive any more flocks of chickens.

#### **Twenty-Ninth Additional Defense**

427. Plaintiffs' claims based on violations of PSA regulations are barred because Plaintiffs lack standing to sue Pilgrim's based on violations of PSA regulations.

#### **Thirtieth Additional Defense**

428. Plaintiffs' claims under Georgia's Unfair and Deceptive Practices Act ("UDTPA") and related Unfair and Deceptive Practices Toward the Elderly Act ("UDPTEA") are barred, in whole or in part, because Pilgrim's acted in accordance with rules and statutes administered by the federal government. *See* Ga. Code Ann. § 10-1-374(a)(1).

#### **Thirty-First Additional Defense**

429. Plaintiffs' claims under the UDTPA and the related UDPTEA are barred, in whole or in part, because Pilgrim's acted in accordance with the Broiler Production Agreements signed by Plaintiffs.

**Thirty-Second Additional Defense**

430. Plaintiffs' claims for breach of fiduciary duty are barred, in whole or in part, because there was no fiduciary relationship between Pilgrim's and Plaintiffs.

**Thirty-Third Additional Defense**

431. Plaintiffs' claims based on Sections 51-1-6 and 51-1-8 of the Georgia Code are barred, in whole or in part, because those statutes merely codify common law principles and do not create independent tort causes of action.

**Thirty-Fourth Additional Defense**

432. Plaintiffs' promissory estoppel claims are barred, in whole or in part, because Plaintiffs cannot rely on alleged promises that are contradicted by their Broiler Production Agreements.

**Thirty-Fifth Additional Defense**

433. Plaintiffs' promissory estoppel claims are barred, in whole or in part, because the alleged promises are not specific enough to be enforced as a matter of law.

**Thirty-Sixth Additional Defense**

434. Plaintiffs' claims are barred, either in whole or in part, based on the doctrines of waiver and/or estoppel since most, if not all, Plaintiffs told Pilgrim's to no longer deliver chicks to their respective poultry farms and/or elected not to upgrade their poultry houses in order to raise NAE poultry.

**Thirty-Seventh Additional Defense**

435. Plaintiffs are not entitled to a jury trial in this dispute because their Broiler Production Agreements include an enforceable jury waiver clause.

**Thirty-Eighth Additional Defense**

436. Plaintiffs Teresa K. Dove's, Billy M. White, Sr.'s, and Billy M. White, Jr.'s causes of action fail, either in whole or in part, on the grounds of lack of privity.

**Thirty-Ninth Additional Defense**

437. Plaintiffs Teresa K. Dove's, Billy M. White, Sr.'s, and Billy M. White, Jr.'s causes of action fail, either in whole or in part, on the grounds of lack of standing.

**Fortieth Additional Defense**

438. Plaintiffs Teresa K. Dove's, Billy M. White, Sr.'s, and Billy M. White, Jr.'s causes of action fail, either in whole or in part, for lack of consideration.

**Forty-First Additional Defense**

439. To the extent Plaintiffs allege James W. Dove and Teresa K. Dove d/b/a Trinity Farm did business as Trinity Farm, those Plaintiffs' claims fail because they failed to register their business to be conducted as a trade name and also failed to publicize such registration or filing in conformity with Georgia law. Indeed, Plaintiff Teresa K. Dove admitted during her deposition that Trinity Farm was not properly registered as a trade name and did not publicize such registration or filing.

**Forty-Second Additional Defense**

440. To the extent Plaintiffs allege Sandra K. White, Billy M. White Sr, and Billy M. White Jr. d/b/a BMW Farms did business as BMW Farms, those Plaintiffs' claims fail because they failed to register their business to be conducted as a trade name and also failed to publicize such registration or filing in conformity with Georgia law.

**Forty-Third Additional Defense**

441. Plaintiffs Echols's, Stanley Dove's, Mathews', Sandra K. White's, Billy M. White, Sr.'s and Billy M. White, Jr.'s, individually or as d/b/a BMW Farms, causes of action fail, in whole or in part, because they quit as contract growers and, therefore, terminated their respective Broiler Production Agreements with Pilgrim's.

**Forty-Fourth Additional Defense**

442. To the extent Plaintiffs' causes of action are based on alleged violations of 9 CFR § 201.217, the regulation is inapplicable to the facts as alleged in the Amended Complaint because the "criteria" set forth in the regulation "do not a limit a . . . live poultry dealer's rights under a contract or agreement where food safety or animal welfare is concerned." Accordingly, Plaintiffs' causes of action to the extent they are based on 9 CFR § 201.217 fail either in whole or in part.

**Forty-Fifth Additional Defense**

443. Plaintiffs' causes of action are barred, in whole or in part, based on the doctrine of judicial estoppel and ratification.

**Forty-Sixth Additional Defense**

444. Plaintiffs' causes of action are barred, in whole or in part, based on the non-existence of a special or confidential relationship. Rather, Plaintiffs were independent contractors.

445. Pilgrim's 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.

Burke B. Johnson  
Georgia State Bar No. 392895

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ATHENS DIVISION**

<b>DAVID P. ECHOLS, ET AL.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	<b>Civil Action No. 3:18-cv-100-CDL</b>
	)	
<b>vs.</b>	)	
	)	
<b>PILGRIM’S PRIDE CORPORATION,</b>	)	
	)	
<b>Defendant</b>	)	

**CERTIFICATE OF SERVICE**

I certify that on January 14, 2020, I electronically filed *Defendant Pilgrim’s Pride Corporation’s Answer to First Amended Complaint for Damages* with the Clerk of Court using the CM/ECF system, which provide notice of such filing and service to all attorneys of record, including:

Joel L. McKie, Esq.  
Andrew K. Hazen, Esq.  
HALL BOOTH SMITH, P.C.  
191 Peachtree Street NE, Suite 2900  
Atlanta, GA 30303

/s/ Clayton E. Bailey  
Counsel for Defendant Pilgrim’s Pride Corp.