

EXHIBIT 7

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

	x	
IN RE MUSHROOM DIRECT	:	Master File No. 06-0620
PURCHASER ANTITRUST	:	
LITIGATION	:	
	:	
THIS DOCUMENT RELATES TO:	:	
	:	
Direct Purchaser Class Action	:	
	:	
	x	

[PROPOSED] ORDER

Upon review and consideration of the Direct Purchaser Class Plaintiffs’ (“Plaintiffs” or “Class Plaintiffs”) settlement agreements with Defendants J-M Farms, Inc. (“J-M”), Mushroom Alliance, Inc. (“the Mushroom Alliance”), Franklin Organic Mushroom Farms, Inc., formerly known as Franklin Farms, Inc. (“Franklin”), Mario Cutone Mushroom Co., Inc. (“Cutone”), M.D. Basciani and Sons, Inc. (“Basciani”), and a group of Defendants identified as “Certain Defendants”¹ (collectively “Settling Defendants”) and all of the exhibits thereto (collectively, the “Settlement Documents”) and the Direct Purchaser Class Plaintiffs’ Motion for Preliminary Approval of Settlements with the Settling Defendants, and for Approval of the Form and Manner

¹ “Certain Defendants” are Eastern Mushroom Marketing Cooperative, Inc. (“EMMC”); Robert A. Ferranto, Jr. t/a Bella Mushroom Farms; Brownstone Mushroom Farms, Inc.; To-Jo Fresh Mushrooms, Inc.; Country Fresh Mushroom Co.; Gino Gaspari & Sons, Inc.; Gaspari Mushroom Co., Inc.; Kaolin Mushroom Farms, Inc.; South Mill Mushroom Sales, Inc.; Modern Mushroom Farms, Inc.; Sher-Rockee Mushroom Farm, LLC; C&C Carriage Mushroom Co.; Phillips Mushroom Farms, Inc.; Louis M. Marson, Jr., Inc.; Monterey Mushrooms, Inc.; Forest Mushroom, Inc.; Harvest Fresh Farms, Inc.; Leone Pizzini and Son, Inc.; LRP-M Mushrooms LLC; United Farm Cooperative, Inc.; Masha & Toto, Inc., trading as M&T Mushrooms; Oakshire Mushroom Farm, Inc.; W&P Mushroom, Inc.; and John Pia.

of Notice to the Class and Class Plaintiffs' Proposed Schedule for Final Approval, and all attachments thereto, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Upon review of the record, the Court finds that the proposed settlements between the Class and the Settling Defendants, which were arrived at by arm's-length negotiations by highly experienced counsel, are within the range of fairness and in the best interest of the members of the class. The settlements are therefore **PRELIMINARILY APPROVED**, subject to further consideration at the Fairness Hearing provided for below.

2. The proposed settlements are on behalf of:

All persons and entities in the non-Western United States who purchased fresh *agaricus* mushrooms directly from an Eastern Mushroom Marketing Cooperative (EMMC) member or one of its co-conspirators or controlled affiliates, agents, or subsidiaries at any time between February 4, 2001 and August 8, 2005 (the "Class Period"). For group buying organizations and their members, direct purchases are either (1) members who have a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves. The Class excludes the EMMC, its members and their parents, subsidiaries, and affiliates.

3. The Court previously found that the Class meets all the requirements of Fed. R. Civ. P. 23 (D.E. 780).

4. Class members with purchases falling within the class definition from Kaolin Mushroom Farms, Inc. affiliated distributors South Mill New Orleans, South Mill Atlanta, South Mill Dallas and South Mill Houston may assert claims for those purchases. The forms of notice disseminated to Class members will so advise.

5. Lead Counsel shall retain First State Trust Company to serve as escrow agent for the Class' settlements with Basciani and Certain Defendants.

6. The form of notice to the Class attached as an exhibit to Plaintiffs' Motion for Preliminary Approval consisting of written notice for mailing to all known Class

members and a summary notice for publication in Progressive Grocer satisfies the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, is otherwise fair and reasonable, and is thus approved for dissemination to the Class.

7. Lead Counsel shall retain Rust Consulting LLC (“Rust”) as notice and claims administrator to assist in providing notice to the Class regarding the Settlements and communicating with Class members. All expenses incurred by Rust must be reasonable, are subject to Court approval, are subject to the provisions of Plaintiffs’ Escrow Agreements with Basciani and Certain Defendants, and shall be payable solely from the Settlement Fund.
8. Class Plaintiffs shall cause Rust to complete mailing of the Long-Form Notice to the Class and submission of Summary Notice for publication within 30 days of entry of this Order.
9. Class Members shall have until 60 days after entry of this Order to object to the settlements.
10. A hearing on final settlement approval (“Fairness Hearing”) shall be held before this Court on _____, 2019, at _____.m. Eastern time, in the courtroom assigned to the Honorable Berle M. Schiller, U.S.D.J., at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. [To be determined by the Court, but not earlier than 115 days after entry of this Order.] At the Fairness Hearing, the Court will consider, *inter alia*, (a) the fairness, reasonableness, and adequacy of the Settlements; (b) whether the Court should approve Class counsel’s application for an award of attorneys’ fees, reimbursement of expenses, and incentive awards for Class Representatives; (c) the

adequacy of the security provided by those defendants making their settlement payments over time; and (d) whether entry of a Final Judgment and Order terminating this litigation as to the Settling Defendants, in the form submitted by the parties to the Settlement Agreements, should be entered. The Fairness Hearing may be rescheduled or continued; in such event, the Court will furnish all counsel with appropriate notice. The Court may approve the Settlements with only such material modifications (if any) as may be agreed to in a writing signed by all of the parties to the Settlements, if appropriate, without further notice to the Class.

11. Plaintiffs' motion for final approval of the Settlements shall be due within 67 days of entry of this Order. All briefs and materials relevant to final approval of the Settlements, Class counsel's application for an award of attorneys' fees, reimbursement of expenses, and incentive awards for Class Representatives, and entry of the final judgment proposed by the parties to the Settlement Agreements shall be filed with the Court and served on the following counsel:

On behalf of Class Counsel, Plaintiffs, and the Class:

Bruce E. Gerstein
Garwin Gerstein & Fisher LLP
88 Pine Street, 10th Floor
New York, NY 10005
Lead Counsel, Direct Purchaser Class

On behalf of J-M Farms, Inc:

Jason S. Taylor
Conner & Winters, LLP
4000 One Williams Center
Tulsa, OK 74172
(918) 586-8975
jtaylor@cwlaw.com
Counsel for Defendant J-M Farms, Inc.

On behalf of Mushroom Alliance, Inc.:

Mathew J. Borger
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, 14th Floor
Philadelphia, PA 19103
215.569.4159
mborger@klehr.com
Counsel for Defendant Mushroom Alliance, Inc.

On behalf of Franklin Organic Mushroom Farms, Inc.:

James J. Rodgers
Dilworth Paxson LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102
(215) 575-7143
jrodgers@dilworthlaw.com
Counsel for Defendant Franklin Organic Mushroom Farms, Inc.

On behalf of Mario Cutone Mushroom Co., Inc.:

Joel I. Fishbein
Litchfield Cavo LLP
1515 Market Street
Suite 1220
Philadelphia, PA 19102
(215) 999-5771
fishbein@litchfieldcavo.com
Counsel for Defendant Mario Cutone Mushroom Co., Inc.

On behalf of M.D. Basciani and Sons, Inc.:

Donna M. Albani, Esquire
Donna M. Albani, Esquire, PC
11 Hampton Lane
Glen Mills, PA 19342
(610) 459-8858
dmaesq@comcast.net
Counsel for M.D. Basciani and Sons, Inc.

Thomas K. Schindler, Esquire
Schindler Law Group, LLC
818 East Baltimore Pike
Kennett Square, PA 19348
(610) 444-6216
tom@schindlerlawgroup.com

On behalf of Certain Defendants:

H. Laddie Montague, Jr.
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
(215) 875-3010
hlmontague@bm.net

William A. DeStefano
Stevens & Lee
1818 Market Street, 29th Floor
Philadelphia, PA 19103
(215) 751-1941
wad@stevenslee.com

Counsel for Certain Defendants

12. To be valid, any Notice of Intention to Appear and Summary Statement of Objections to the proposed settlements filed by a Class member must be postmarked no later than 30 days prior to the Fairness Hearing. Except as provided in the approved form of notice, no person or entity shall be entitled to object to the terms of the proposed Settlements. All persons and entities who fail to file a Notice of Intention to Appear as well as a Summary Statement as provided in the approved form of notice shall be deemed to have waived any such objection by appeal, collateral attack or otherwise and will not be heard in person at the Fairness Hearing.
13. All proceedings in the Direct Purchaser Class Action against the Settling Defendants are hereby **STAYED** until such time as the Court renders a final decision regarding the

approval of the Settlements and, if it approves the Settlements, enters final judgment as and in the form provided in the Settlement Agreements and dismisses these actions with prejudice. This Order shall not act as a stay to any other continuing proceedings in *In Re Direct Purchaser Mushroom Antitrust Litigation*.

14. In the event the Settlements do not become final pursuant to the Settlement Agreements, then litigation of this action will resume in a reasonable manner consistent with the terms of the Settlement Agreements, to be approved by the Court upon joint application by the parties hereto. In such a case, a new trial date will be scheduled by the Court.
15. In the event the Settlement Agreements and the Settlements are terminated in accordance with their provisions, then the Settlement Agreements, the Settlements, and all related proceedings shall, except as expressly provided to the contrary in the applicable Settlement Agreements, become null and void, shall have no further force and effect, and Plaintiffs shall retain full rights to assert any and all causes of action against the Settling Defendants and any applicable Released Party, and the Settling Defendants and the Released Parties shall retain any defenses and counterclaims thereto. The action shall thereupon revert forthwith to its procedural and substantive status prior to the date of filing of the Motion for Preliminary Approval and shall proceed as if the Settlement Agreements and all other related orders and papers had not been executed; and upon application of counsel for the Settling Defendants and Lead Counsel for the Class, this Court shall enter an order authorizing the parties to resume and complete the action.
16. Neither this Order nor the Settlement Agreements nor any other Settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement

Agreements shall constitute, be construed as, or be deemed to be evidence of or an admission or concession by the Settling Defendants as to the validity of any claim that has been or could have been asserted against them or as to any liability by them or as to any matter set forth in this Order.

IT IS SO ORDERED.

Dated: _____

Hon. Berle M. Schiller
United States Court District Judge
U.S. District Court, Eastern District of
Pennsylvania