

**IN THE SUPREME COURT OF MISSISSIPPI**

KENNY AUSTIN et al        )  
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SANDERSON FARMS Inc )

Case No. 2003-IA-02490-SCT

**BRIEF OF *AMICI CURIAE***

**RURAL ADVANCEMENT FOUNDATION INTERNATIONAL – USA  
AND THIRTY-NINE AGRICULTURAL ORGANIZATIONS**

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ADVANCEMENT FOUNDATION  
INTERNATIONAL-USA AND THIRTY-  
NINE AGRICULTURAL  
ORGANIZATIONS**

## **LIST OF PROPOSED *AMICI CURIAE***

### National and Regional Agricultural Organizations

American Corn Growers

California Farmers Union

Campaign for Contract Agriculture Reform

Cattlemen's Legal Fund

Center for Rural Affairs

Dakota Resource Council

Dakota Rural Action

el Comité de Apoyo a los Trabajadores Agrícolas (CATA)

Equal Justice Center

Family Farm Defenders

Farm Wives United

Heartland Center/Office of Peace and Justice for the Diocese of Gary, Indiana

Hispanic Farmers and Ranchers of America Inc.

Institute for Agriculture and Trade Policy

Iowa Farmers Union

Land Loss Prevention

Missouri Rural Crisis Center

National Campaign for Sustainable Agriculture

National Catholic Rural Life Conference

National Family Farm Coalition

New England Small Farm Institute

Northern Plains Resource Council

Organizations for Competitive Markets

Oxfam America

Powder River Basin Resource Council

Rural Advancement Foundation International -USA

R-CALF United Stockgrowers of America

Rocky Mountain Farmers Union

Small Farm Resource and Training Center

Southern Research and Development Corporation

Southern Sustainable Agriculture Working Group

Western Sustainable Agriculture Working Group

Western Organization of Resource Councils

### Poultry-Related Organizations

National Contract Poultry Growers Association

Alabama Contract Poultry Growers Association

Delmarva Poultry Justice Alliance

Georgia Poultry Justice Alliance

Mississippi Contract Poultry Growers Association

North Carolina Contract Poultry Growers Association

**TABLE OF CONTENTS**

LIST OF PROPOSED *AMICI CURIAE* ..... i

TABLE OF CONTENTS..... ii

TABLE OF AUTHORITIES ..... iii

STATEMENT OF THE CASE.....1

ARGUMENT .....4

    I. THE ARBITRATION CLAUSE IN THE STANDARD FORM  
    CONTRACT IMPOSED ON RESPONDENTS BY SANDERSON  
    FARMS IS PROCEDURALLY UNCONSCIONABLE AND  
    THEREFORE UNENFORCEABLE BECAUSE ITS CONSEQUENCES  
    WERE NOT DISCLOSED TO RESPONDENTS .....4

    II. THE ARBITRATION CLAUSE IS SUBSTANTIVELY  
    UNCONSCIONABLE AND THEREFORE UNENFORCEABLE  
    BECAUSE IT DISABLES RESPONDENTS FROM  
    ENFORCING THEIR RIGHTS .....7

        A. THE GREATER FINANCIAL COST OF ARBITRATION .....7

        B. FORECLOSURE OF THE RIGHT TO AGGREGATE CLAIMS .....10

        C. THE ABSENCE OF MUTUALITY .....12

CONCLUSION.....14

CERTIFICATE OF SERVICE .....16

**TABLE OF AUTHORITIES**

**CASES**

*ACORN v. Household Int’l, Inc.*, 211 F. Supp. 2d 1160 (N.D. Cal. 2002).....14

*Comb v. Paypal, Inc.*, 218 F.Supp. 2d 1165 (N.D. Cal. 2002) .....14

*Doctor’s Assocs., Inc. v. Casarotto*, 517 U.S. 681 (1996).....15

*Eagle v. Fred Martin Motor Co.*, No. 21522,  
2004 WL 344135 (Ohio Ct. App. Feb. 25, 2004) .....14

*East Ford, Inc. v. Taylor*, 826 So. 2d 709 (Miss. 2002) .....4, 5, 15

*Entergy Miss., Inc. v. Burdette Gin Co.*, 726 So. 2d 1202 (Miss. 1998) .....4

*Leonard v. Terminix Int’l Co., L.P.*, 854 So. 2d 529 (Ala. 2002).....14

*Powertel, Inc. v. Bexley*, 743 So. 2d 570 (Fla. Dist. Ct. App. 1999) .....14

*Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1 (1983).....14

*Sanderson Farms, Inc. v. Gatlin*, 848 So. 2d 828  
(Miss. 2003) ..... 5, 7, 8, 9

*State ex rel. Dunlap v. Berger*, 567 S.E. 2d 265 (W. Va. 2002).....10, 11

*Szetela v. Discover Bank*, 118 Cal. Rptr. 2d 862 (Cal. App. 2002)  
cert. denied, 537 U.S. 1226 (2003) .....11, 12

*Tyson Foods, Inc. v. Archer*, 356 Ark. 136 (Ark. 2004).....13

**RULES**

American Arbitration Association, Commercial Rule R-51 .....7

American Arbitration Association, Commercial Rule R-52.....6

American Arbitration Association, Commercial Rule titled “Fees” ..... 6, 7-8

Neutral Arbitrator’s Compensation.....7

**OTHER AUTHORITIES**

*Hatching Egg Producers Agreement* .....10, 12

Jean R. Sternlight and Elizabeth J. Jensen,  
*Using Arbitration to Eliminate Consumer Class Actions:  
Efficient Business Practice or Unconscionable Abuse,*  
67 L. & Cont. Probs. 75 (Spring/Winter 2004) .....10

## STATEMENT OF THE CASE

Respondents, Kenny Austin, Charlett Hathorn and Leroy Spring, ask this Court to uphold the June 7, 2004 order of the Chancery Court of Jefferson Davis County, Mississippi, Hon. Larry Buffington, Chancery Judge, denying the motion by Sanderson Farms' Inc. (Production Division) ("Sanderson Farms" or "Company," hereafter) to dismiss and/or to transfer jurisdiction and/or to compel arbitration and/or for change of venue.

Respondents entered into their original agreements with Sanderson Farms to produce hatching eggs for the Company in or around June 1993. Pursuant to contract, Sanderson Farms would deliver breeding flocks to Respondents' farms, and Respondents would house, feed, and provide water for the birds and collect their hatching eggs on the Company's behalf. Each Respondent pledged his or her farm as collateral in order to secure the necessary financing for construction of their chicken houses. These original agreements contained no mandatory arbitration provision.

Thereafter Respondents were required by Sanderson Farms to sign a new contract containing a mandatory arbitration provision as a precondition to continuing to do business with the Company. During a period of several months in 1996 leading to this proposal by Sanderson Farms, the Company held some dinner meetings to which its poultry growers, including Respondents, were invited; Company representatives there presented the terms of the new standard contract. But Respondents were given no opportunity to negotiate, nor did Respondents authorize any other person or association to negotiate on their behalf. *Affidavit of Kenny Austin*, at Paragraph 6; *Testimony of Larry McKnight*, at 169 & at 171-172.

Sanderson Farms representatives' presentations of the standard form Contract at the dinner meetings were sketchy. Nothing was ever said to Respondents about the relative cost or effectiveness of arbitration. They were not informed that the arbitration provision would foreclose the option otherwise available to them to aggregate in a class action any claims they might have against Sanderson Farms. Nor were copies of the American Arbitration Association's Commercial Arbitration Rules made available to Respondents although the Rules were incorporated into the Contract by reference. *Deposition of Mike Cockrell*, at 19. Sanderson Farms' representatives at all times insisted that the inclusion of the arbitration provision in their Contract was not negotiable. If Respondents did not accept mandatory arbitration, then the Company would not deliver any more chickens to them, leaving them with heavily mortgaged farms and substantially diminished revenue. *Testimony of Mike Cockrell*, at 155; *Affidavit of Kenny Austin*, at Paragraph 7. In February 1997, each Respondent signed the Contract containing the arbitration provision, as required by Sanderson Farms.

On August 2, 2002, Respondents brought this class action in the Chancery Court of Jefferson Davis County, Mississippi to jointly enforce claims against Sanderson Farms on their own behalf and on behalf of all others similarly situated. *Kenny Austin, et al. v. Sanderson Farms, Inc.*, No. 02-0225. Respondents sought the protection of their rights and the rights of class members, constitutional, statutory, and otherwise, in a court of law rather than submit to an arbitration agreement that no class member had entered into voluntarily. Sanderson Farms filed a motion to dismiss and/or transfer jurisdiction and/or to compel arbitration and/or for change of venue on September 3, 2002. This motion by Sanderson Farms was followed by written submissions in support of and in opposition to

it by the parties. The Chancery Court conducted a bifurcated evidentiary hearing on November 5 and 18, 2003. On November 20, 2003, this Court stayed all proceedings in the case. But on January 22, 2004, it relaxed the stay. And on June 7, 2004, the Chancery Court entered its order denying Sanderson Farms' motion.<sup>1</sup> It is that order that is the subject of this appeal. Amicus contends that this order was correct and should be affirmed.

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<sup>1</sup> In regard to the issue of mandatory arbitration, the court cited the following findings of law as grounds for its decision: (1) that “the contract entered into [by Sanderson Farms and Respondents in February 1997] is a contract of adhesion,” in part because, as reflected by the testimony of Mike Cockrell as well as of other witnesses, “if any of the parties refused to sign the contract set forth that (sic) Sanderson Farms would not renew or would not change the contract that was prepared by Sanderson Farms and presented to the parties”; and (2) that “there was no arms-length negotiation with each individual grower,” in part because “the former Governor Fordice, as part of the criteria for authorizing the negotiations entered into by the company and the producers, stated the attorneys for the growers could not participate, even though Mr. Cockrell himself is an attorney and even though the representatives for the company are better educated and had attorneys representing them in their capacities with the company.” *Id.*

## ARGUMENT

### **I. THE ARBITRATION CLAUSE IN THE STANDARD FORM CONTRACT IMPOSED ON RESPONDENTS BY SANDERSON FARMS IS PROCEDURALLY UNCONSCIONABLE AND THEREFORE UNENFORCEABLE BECAUSE ITS CONSEQUENCES WERE NOT DISCLOSED TO RESPONDENTS.**

This case is controlled by the precedent of *East Ford, Inc., v. Taylor*, 826 So. 2d. 709 (Miss. 2002). In that case, this Court held unenforceable on grounds of procedural unconscionability an arbitration provision contained in an ‘Offer to Purchase or Lease Vehicle’ form. The customer had signed the form without being advised of the arbitration provision, which was preprinted on the document, appeared less than one-third the size of many terms in the document, and appeared in very fine print and regular type font - in contrast to all of the details concerning the purchased vehicle in boldface print. *See Id.*, at 716-717. In explaining this decision, the Supreme Court stated: “The indicators of procedural unconscionability generally fall into two areas: (1) lack of knowledge, and (2) lack of voluntariness. A lack of knowledge is demonstrated by a lack of understanding of the contract terms arising from inconspicuous print or the use of complex, legalistic language, disparity in sophistication of parties, and lack of opportunity to study the contract and inquire about contract terms.” *Id.*, at 715-716 (citing *Entergy Miss., Inc. v. Burdette Gin Co.*, 726 So. 2d 1202, 1207 (Miss. 1998)).<sup>2</sup> Documents purporting to be contracts that are signed under such circumstances are not in law contracts because mutual assent is lacking.

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<sup>2</sup> The rest of the quotation reads: “A lack of voluntariness is demonstrated in contracts of adhesion when there is a great imbalance in the parties’ relative bargaining power, the stronger party’s terms are unnegotiable, and the weaker party is prevented by market factors, timing or other pressures from being able to contract with another party on more favorable terms or to refrain from contracting at all.”

Given the financial plight of Respondents, which was well known to Sanderson Farms, and its absolute insistence on the Contract with the arbitration provision, there was no realistic opportunity for them to refuse to accept its terms. While Respondents in the present case did know of the arbitration provision in the standard form contract, their lack of knowledge of its consequences was substantially equal to that of the customer in the *East Ford* case. No amount of reading, however painstaking, would have cured Respondents' lack of knowledge of the consequences for their rights of the arbitration provision being imposed on them by Sanderson Farms.

As this Court affirmed in *Sanderson Farms, Inc. v. Gatlin*, 848 So. 2d 828 (Miss. 2003), relative costs are a crucial factor for parties deciding whether or not to enter into an arbitration agreement. High costs or weak procedure rules in arbitration can effectively deny Respondents the means of enforcing any rights they might have or might acquire against Sanderson Farms. Full disclosure by Sanderson Farms sufficient to justify a finding of mutual assent to the arbitration provision would at a minimum have required that its representatives inform Respondents (1) that the costs to them of arbitration as provided in the contract would be materially higher than in adjudication, and (2) Respondents would in arbitration have no right to discover evidence that might be needed to prove a claim or defense. Only with an emphatic disclosure of those facts might Respondents have understood the consequence of the terms foreclosing aggregation of their claims or an award of punitive damages for deliberate wrongs done to them by the Company, two rights generally available that were needed to make their claims economically viable.

The only words in the arbitration provision to address any of its consequences to Respondents were those requiring that “the cost of [...] arbitration will be divided equally among the parties to the arbitration.” And that clause concealed the reality that no such sharing of costs would be required in a proceeding in court.

It may be contended that the deficiencies of arbitration are adequately disclosed in the AAA’s Commercial Arbitration Rules incorporated into the Contract by reference. But the Rules were not made available to Respondents at any of the informal dinner meetings to which Respondents were invited (See *Deposition of Mike Cockrell*, p. 19).<sup>3</sup> Nor at the time the contract was presented by a Sanderson Farms representative to each of the Respondents for his or her signature.

Even if supplied, the AAA Rules would not have informed Respondents of the relative cost or effectiveness of arbitration compared to a class action available under the earlier agreement. The Rules require each party in an arbitration to advance up front (i) an initial filing fee, (ii) a case service fee (see *Rules: Administrative Fees*, p. 25), and (iii) a deposit covering, among other things, the arbitrator’s fee. *Id.*, R-52 *Deposits*. While, under the ‘Administrative Fees’ section, the Rules provides a fee schedule from which the first two items might have been estimated,<sup>4</sup> no such schedule is offered as to the fees for arbitrators, even though that is the major item of the three. The Rules provide only that “Arbitrators shall be compensated at a rate consistent with the arbitrator’s stated

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<sup>3</sup> Deposition of Mike Cockrell, p. 19, in relevant parts: “We told [the growers] they could – we’d get them a copy of the [Commercial Arbitration Rules of the American Arbitration Association] if somebody wanted them. I didn’t have a copy of the rules at the time, didn’t have one at the meetings but told them we’d get them a copy if they wanted them. And we went through – I did not read the contract to them. We just talked generally about what arbitration was.”

<sup>4</sup> This schedule provides a fairly precise picture of what a claimant’s administrative fees are going to be based on (a) the amount of the claim and (b) the number of arbitrators employed.

rate of compensation,” *id.*, R-51. *Neutral Arbitrator’s Compensation*, p. 19, and “Arbitrators will receive compensation at a rate to be suggested by the AAA regional office. *Id.*, E-10. *Arbitrator’s Compensation*, p. 21.

**II. THE ARBITRATION CLAUSE IS SUBSTANTIVELY UNCONSCIONABLE AND THEREFORE UNENFORCEABLE BECAUSE IT DISABLES RESPONDENTS FROM ENFORCING THEIR RIGHTS.**

If the arbitration clause in the Sanderson Farms Contract were enforced, the result would be a stunning disparity and inequality in the ability of the parties to enforce the rights purportedly agreed to in the other provisions of the contract. This is so for at least three reasons.

**A. THE GREATER FINANCIAL COST OF ARBITRATION**

Sanderson Farms’ arbitration provision is substantively unconscionable because of the prohibitive costs it would impose on Respondents if they initiated an arbitration proceeding. On this point, this case presents the issue not decided by this Court in *Sanderson Farms, Inc. v Gatlin*, 848 So. 2d 828 (Miss. 2003).

On the record presented, it is possible to ascertain the general range of fees each Respondent will be required to pay up front if his case were submitted to the AAA. If Kenny Austin had filed a claim against Sanderson Farms under the arbitration provision, he would, as previously noted, be required to pay a substantial sum in advance. First, in light of the Sanderson Farms arbitration provision’s demand for a three-arbitrator panel, the minimum administrative fees required of the parties would be \$2,750 for the filing fee, plus a \$1,250 case service fee, together totaling \$4,000. See *Rules: Administrative*

*Fees*, p. 26.<sup>5</sup> However, since the arbitration provision provides that the cost of arbitration “will be divided equally among the parties to the arbitration,” Austin’s share of the \$4,000 would be half that amount, i.e., \$2,000. Second, as acknowledged by a witness on behalf of Sanderson Farms (see *Deposition of Mike Cockrell*, p.41 & p.63), the daily fee for an arbitrator is in the range of \$1,200 to \$1,500, and the typical deposit required of each party engaged in an arbitration by a three-arbitrator panel is generally in the neighborhood of \$8,000. Thus, with the \$2,000 administrative fee added to the \$8,000 deposit, \$10,000 would be roughly the sum that Kenny Austin would be required to pay in advance of an actual arbitration hearing.

This figure approximates the \$11,000 in up-front fees that Roy Gatlin of the *Gatlin* case, then a broiler grower under contract with Sanderson Farms, was billed when he filed a claim with the AAA under an arbitration provision identical to the present Sanderson Farms arbitration provision, and must be compared to the filing fee for a civil action brought in court. Justice Cobb rightly observed that for a plaintiff to be billed such a sum simply to obtain a hearing shocks the conscience. *Gatlin*, 848 So. 2d, at 849 (dissenting).

Sanderson Farms may call attention to the possibility that “[t]he AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees” because Respondents have not requested such a waiver. Even if a claimant’s administrative fees were deferred or reduced, Respondents would still bear the remainder of the up front fees including the \$8,000 deposit to pay the arbitrators. The AAA Rules

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<sup>5</sup> The ‘Administrative Fees’ section of the Rules reads, in relevant parts: The minimum fees for any case having three or more arbitrators are \$2,750 for the filing fee, plus a \$1,250 case service fee.

do not provide for the reduction or deferral of the compensation of the arbitrators who must be employed at the expense of the parties. And Sanderson Farms cannot be permitted to save an otherwise unconscionable arbitration provision by negotiating its own rights downward on each occasion when its terms are challenged. The function of the unconscionable provision was to deter Respondents from asserting any rights they might have; that illicit purpose would be substantially achieved if Sanderson Farms were to be allowed in distress to rewrite the arbitration provision to minimize the deterrent effect to the maximum that the court would approve.

In assessing the deterrent effect of the fees required, it is relevant to note that each Respondent's state and federal tax returns confirm that his or her income is estimated at \$35,000 or less per year. An up-front arbitration fee of \$10,000 or \$11,000, or even \$8,000 each would preclude Respondents from having access to any forum in which they may seek redress.<sup>6</sup> Even if the arbitrators' fees could be deferred, such a cost is prohibitive to claims such as those advanced in this case because the arbitration provision imposed by Sanderson forbids the arbitrators to apportion costs. And this prohibitive effect can be reckoned even without consideration of the Respondents' need to compensate their lawyers.

Moreover, the forum supplied by the AAA is not for all purposes equal to a court of law as a place to enforce one's rights. In court, Respondents can insist on the right to discover evidence and secure a punitive award if that evidence confirms that Sanderson Farms has intentionally harmed them. An arbitration provision that oppresses the weaker

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<sup>6</sup> Roy Gatlin in the *Gatlin* case abandoned the arbitration process he had initiated, after having received a billing statement from the AAA requesting \$8,250 in fees, because he could not afford these excessive costs.

party by an imposition of avoidable costs is unconscionable as a matter of general and Mississippi contract law.

## **B. FORECLOSURE OF THE RIGHT TO AGGREGATE CLAIMS**

Even if the up-front costs of arbitrating each claim were not so prohibitive, the Sanderson Farms arbitration clause is unconscionable because it prohibits the aggregation of Respondents' claims, even in arbitration. ("Upon objection by any party, multi-party arbitration shall not be utilized," *Hatching Egg Producer's Agreement*, § 24).<sup>7</sup> The indispensable benefit of aggregation to Respondents is that their costs are then shared by all members of the class and are thereby reduced. Numerous state and federal courts have held unconscionable arbitration provisions that preclude class actions, or class-wide arbitration, as does the Sanderson Farms arbitration provision.<sup>8</sup>

A recent example is *State ex rel. Dunlap v. Berger*, 567 S.E. 2d 265 (W. Va. 2002). The West Virginia Supreme Court held unconscionable and therefore unenforceable an arbitration clause prohibiting aggregation. Dunlap brought a class claim against Friedman's Jewelry alleging that the jewelry store surreptitiously tacked on unrequested insurance charges to the cost of consumers' purchases. On behalf of himself and other customers similarly situated, he sought declarative and injunctive relief, as well as damages and attorneys' fees. When Friedman's Jewelry demanded arbitration pursuant a contract that Dunlap had signed, the court held that the class action prohibition

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<sup>7</sup> In the present case, Sanderson Farms objects to multi-party arbitration. See *Defendant's Reply Brief in Support of Motion to Dismiss and/or to Transfer Jurisdiction and/or to Compel Arbitration and/or for Change of Venue and in Rebuttal to Plaintiffs' Response Thereto* (July 17, 2003), p. 18.

<sup>8</sup> Cases are listed by Jean R. Sternlight and Elizabeth J. Jensen, *Using Arbitration To Eliminate Consumer Class Actions: Efficient Business Practice Or Unconscionable Abuse?*, 67 L. & CONT. PROBS. 75, 78-83 (Winter/Spring 2004).

was unconscionable and the arbitration clause therefore unconscionable. Explaining that “[i]n many cases, the availability of class action relief is a *sine qua non* to permit the adequate vindication of consumer rights,” *id.*, at 278, the court observed that a class action prohibition could be used as a tool to enable companies to get away with illegal actions:

Thus, in the contracts of adhesion that are so commonly involved in consumer and employment transactions, permitting the proponent of such a contract to include a provision that prevents an aggrieved party from pursuing class action relief would go a long way toward allowing those who commit illegal activity to go unpunished, undeterred, and unaccountable.

*Id.*, at 278-279.

In *Szetela v. Discover Bank*, 118 Cal. Rptr. 2d 862 (Cal. App. 2002), cert. denied, 537 U.S. 1226 (2003), a credit cardholder brought a class action against his credit card company alleging that the company had engaged in various unfair practices that resulted in fees being charged to cardholders for exceeding their credit limits. On Discover’s motion to compel arbitration, the cardholder was required to go to arbitration. There he was awarded \$29 in damages, that being the amount of the over-limit fee imposed on him. He then appealed, seeking to reinstate his class action, contending that the class action prohibition in Discover’s arbitration provision was unconscionable.

The appellate court agreed, holding that the component of Discover’s arbitration clause precluding class actions was substantively, as well as procedurally, unconscionable. The court pointed out the “manifest one-sidedness” of the provision that was “blindingly obvious” because only cardholders could be negatively impacted by it. *Id.*, at 867. The court then expounded that the component was designed to preclude customers with small claims from seeking relief and thereby give Discover “virtual

immunity from class actions.” *Id.* And thus, as a practical matter, immunity from liability for \$29 claims no matter how just or how numerous. The court found this immunity unacceptable, in part because it “serves as a disincentive for Discover to avoid the type of conduct that might lead to class action litigation in the first place.” *Id.*, at 868. The court explained in words applicable to the present case that:

By imposing this [component] on its customers, Discover has essentially granted itself a license to push the boundaries of good business practices to their furthest limits, fully aware that relatively few, if any, customers will seek legal remedies, and that any remedies obtained will only pertain to that single customer without collateral estoppel effect. The potential for millions of customers to be overcharged small amounts without an effective method of redress cannot be ignored.

*Id.*

### **C. THE ABSENCE OF MUTUALITY**

A third consequence of the Sanderson Farms arbitration provision is that it deprives its contract of mutuality. The Company can enforce its rights, but growers cannot enforce theirs. This is most evident in the terms that “Sanderson [Farms] will not be obligated to mediate or arbitrate a Grower in advance of the actual termination,” whereas a grower is required to resolve disputes, including disputes relating to termination through arbitration. *Hatching Egg Producer’s Agreement*, §19. Paragraph 19 (“termination”) of the contract reserves for Sanderson Farms the right to terminate a grower’s contract upon five days written notice, and Paragraph 20 (“Immediate Termination”) gives the Company the right to terminate a grower at any time upon written notice. The lack of mutuality is also reflected in the prohibition of aggregation, a constraint not applicable to Sanderson Farms, a corporation having no need to resort to that procedural device.

Squarely on point is *Tyson Foods, Inc. v. Archer*, 356 Ark. 136 (Ark. 2004). The Arkansas Supreme Court there held an arbitration provision unenforceable on the grounds of lack of mutuality, on facts redolent of those at hand. In that case, Tyson Foods decided to cease operations due to a decrease in profitability in the pork market in the area and, thus, cancel their contracts with the farmers. The farmers filed suit for fraud, deceit, and promissory estoppel, alleging that they had “incurred substantial debt to build commercial hog farms that had now been rendered useless for any other purpose.” *Id.*, at 140. When Tyson Foods moved to stay litigation and compel arbitration, the trial court denied the motion, finding that “the arbitration agreement was not enforceable because it lacked mutuality of obligation, one of the elements required to establish a binding contract.” *Id.*

On appeal, the state supreme court affirmed the trial court’s decision. The court explained that a review of the “swine” contracts revealed that there was indeed a lack of mutual obligation in the arbitration agreement, as the farmers were limited to pursuing any grievance in the forum of arbitration, while Tyson Foods retained its right to pursue legal or equitable remedies. An agreement whose terms fail to “fix a real liability upon both parties” lacks the necessary element of mutuality of obligations and, therefore, is unenforceable. *Id.*, at 146.

The Sanderson Farms arbitration agreement no better satisfies the mutuality requirement than does Tyson Foods’ arbitration agreement. Not only is the Sanderson Farms arbitration agreement loaded with limitations having one-sided application to growers, but its terms grant the Company the power to terminate a grower’s contract at will while requiring that growers resolve all disputes, including ones relating to

termination through arbitration. This court is asked to acknowledge the correctness of the Arkansas court's holding and to apply it to the contract imposed on growers by Sanderson Farms.

## CONCLUSION

Sanderson Farms imposed their new Contract on Respondents at a time when Respondents, each being in debt for quarter millions dollars or more, could not reasonably refuse to sign it, and knowing full well that they could not refuse. This contract of adhesion included not merely a mandatory arbitration provision, but one loaded with bells and whistles intended to compel Respondents to give up any possible claims they might have or acquire against the Company. This was not a provision to resolve contract disputes, but to suppress them. Such a contract is unconscionable and unenforceable as a matter of general and Mississippi contract law.<sup>9</sup>

As this Court has emphasized “[q]uestions of arbitrability must be addressed with a healthy regard for the federal policy favoring arbitration” (*Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983)), it has also recognized that “where an arbitration agreement is found to be unconscionable pursuant to general state law principles, as is the case here, then the arbitration provision may be invalidated without

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<sup>9</sup> See *Comb v. Paypal, Inc.*, 218 F.Supp. 2d 1165 (N.D. Cal. 2002) (holding an arbitration provision unconscionable because it permitted excessive arbitral fees, precluded plaintiffs from bringing a class action, and imposed a potentially costly venue requirement); *ACORN v. Household Int’l, Inc.*, 211 F. Supp. 2d 1160, 1170 (N.D. Cal. 2002) (finding an arbitration clause void, in part because of the manifest one-sidedness and unfairness of the class action prohibition); *Leonard v. Terminix Int’l Co.*, 854 So. 2d 29 (Ala. 2002) (holding an arbitration provision unconscionable on grounds that it both limited the claimants’ prospective relief and precluded them from proceeding as a class); *Powertel, Inc. v. Bexley*, 743 So. 2d 570, 576 (Fla. Dist. Ct. App. 1999) (finding an arbitration provision void on grounds of unconscionability, in part because it precluded class actions); *Eagle v. Fred Martin Motor Co.*, No. 21522, 2004 WL 344135 (Ohio Ct. App. Feb. 25, 2004) (voiding a clause as unconscionable based in part on its class action preclusion).

offending the Federal Arbitration Act.” *East Ford*, 826 So. 2d, at 717; See *Doctor’s Assocs., Inc. v. Casarotto*, 517 U.S. 681, 686 (1996).

For the reasons stated, we respectfully request this Court to uphold the Chancery Court’s decision invalidating Sanderson Farms’ arbitration provision.

Respectfully submitted,

*AMICI CURIAE* THE RURAL ADVANCEMENT  
FOUNDATION INTERNATIONAL-USA AND  
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