

EXHIBIT 7

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

BUDICAK, INC., BLUE MARLIN
ARBITRAGE, LLC, and PRIME TRADING,
LLC, individually and on behalf of others
similarly situated,

Plaintiffs,

v.

LANSING TRADE GROUP, LLC,
CASCADE COMMODITY CONSULTING,
LLC, and JOHN DOES NOS. 6-10,

Defendants.

Case No. 2:19-cv-02449

District Judge Toby Crouse

Magistrate Judge Angel D. Mitchell

DISTRIBUTION PLAN

ADMINISTRATIVE PROCEDURES

1. Subject to Court approval, the proceeds of the Net Settlement Fund will be paid to Authorized Claimants who or which submit valid Proof of Claim and Release forms (“Claim Forms”) by the claims filing deadline set by the Court (“Claims Deadline”). This section discusses the administrative procedures that will apply to determine eligibility.

2. Each Settling Class Member that wishes to receive proceeds from the Net Settlement Fund must submit a Claim Form to provide pertinent information that will be used to determine his/her/its eligibility to receive a distribution from the Net Settlement Fund. Settling Class Members will also be asked to provide such data, documents, and other proof as may be required by the Settlement Administrator to verify the Chicago Board of Trade (“CBOT”) soft red winter wheat futures or options on CBOT soft red winter wheat futures (collectively, “CBOT Wheat Futures or Options”) transactions identified on the Claim Form. Each Claim Form is signed under the penalty of perjury.

3. Following receipt of each Claim Form, the Settlement Administrator will issue a confirmation receipt to the Claimant.

4. The Settlement Administrator will review each Claim Form to determine whether the Claimant is a Settling Class Member. Claims submitted by Claimants who or which are not Settling Class Members will be rejected.

5. The Settlement Administrator will review each Claim Form to determine whether the Claim Form is submitted in accordance with the Settlement and Orders of the Court. Claims that are not submitted in accordance with the Settlement and Orders of the Court will be rejected.

6. The Class eligible under the Settlement to receive a portion of the Net Settlement Fund includes all Persons or entities that transacted in CBOT Wheat Futures or Options from February 1, 2015 through May 15, 2015 (“Class Period”). Excluded from the Settlement Class are:

Lansing Trade Group, LLC and Cascade Commodity Consulting LLC and their direct or indirect parents, subsidiaries, affiliates, divisions, officers, directors, employees, and agents, whether or not named as a Defendant; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff. Also excluded from the Settlement Class is any Person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice, and who is excluded from the Settlement Class by order of the Court.

7. For purposes of this Distribution Plan, CBOT Wheat Futures or Options are:
 - a. “Wheat Futures,” which means CBOT soft red winter wheat futures contracts expiring in March, May, July, or September 2015.
 - b. “Options on Wheat Futures,” which means any options on Wheat Futures.

8. For each Wheat Futures transaction, Claimants must provide the following information for each of their individual transactions: (a) the specific contract traded (*e.g.*, ZWK15 or May 2015 Wheat Futures); (b) trade date (*e.g.*, March 6, 2015); (c) the volume of contracts traded (*e.g.*, 5); (d) whether the contract(s) were purchased or sold; and (e) the price of the futures contract in U.S. dollars per bushel (*e.g.*, \$5.90).¹

9. For each Option on Wheat Futures transaction, Claimants must provide the following information for each of their individual transactions: (a) the specific contract traded (*e.g.*, OZWK15 or May 2015 Option on Wheat Futures); (b) trade date (*e.g.*, March 6, 2015); (c) the volume of contracts traded (*e.g.*, 1); (d) the price of the futures contract (*e.g.*, \$5.90); (e) option

¹ For Class Members whose records do not include the purchase price of the futures contract, the Settlement Administrator will apply the contract price as of the close of business on the trade date. Class Members can leave this field blank.

type (*i.e.*, call or put); (f) option expiry type (*e.g.*, American Option); (g) option strike price; (h) option premium; and (i) option settlement date, also referred to as the option exercise date.

10. Claimants must also provide their end-of-day positions in Wheat Futures and Options on Wheat Futures and the average prices of those positions as of January 31, 2015, and their end-of-day positions in Wheat Futures and Options on Wheat Futures and the average prices of those positions as of May 15, 2015.

CALCULATION OF AUTHORIZED CLAIMANT'S CLAIM

11. This Distribution Plan distributes 85% of the Net Settlement Fund based upon the *pro rata* fraction of the Net Artificiality Paid by each Authorized Claimant on Net Artificiality Paid Transactions.

12. "Net Artificiality Paid Transactions" means the round-trip transactions in Wheat Futures or Options on Wheat Futures positions in which at least one leg was purchased and/or sold at any point during the period March 5-13, 2015, inclusive. For a round-trip purchase and sale transaction to qualify as a Net Artificiality Paid Transactions, only one leg of such transaction (either the purchase or sale) must qualify as a Net Artificiality Paid Transactions. Example: If an opening sale (or purchase) transaction in the May 2015 Wheat Futures contract was made on March 6, 2015, and the closing purchase (or sale) transaction occurred on March 12, 2015, then both the sale and the purchase would be Net Artificiality Paid Transactions. If an opening purchase (or sale) transaction in the May 2015 Wheat Futures contract occurred on March 10, 2015, and the closing sale (or purchase) transaction occurred on March 31, 2015, then both transactions would be Net Artificiality Paid Transactions.

13. "Net Artificiality Paid" is the amount by which a Settlement Class Member's Total Artificiality Paid on their Net Artificiality Paid Transactions exceeds their Total Artificiality

Received on their Net Artificiality Paid Transactions. If Total Artificiality Received is equal or greater than Total Artificiality Paid, Net Artificiality Paid equals zero.

14. “Total Artificiality Paid” is determined by multiplying the number of Net Artificiality Paid Transactions by the amount of the CBOT Wheat Artificiality (cents/per bushel)² on the date the Net Artificiality Paid Transaction was purchased. “Total Artificiality Received” is determined by multiplying the number of Net Artificiality Paid Transactions by the amount of the CBOT Wheat Artificiality on the date the Net Artificiality Paid Transaction was sold. The CBOT Wheat Artificiality for each relevant day, if any, is provided in the chart attached as Exhibit A.

15. As a formula:

Net Artificiality Paid

$$= \textit{Total Artificiality Paid} - \textit{Total Artificiality Received}$$

Total Artificiality Paid

$$= \textit{sum of (Number of Net Artificiality Paid Transactions x Amount of CBOT Wheat Artificiality (cents/per bushel) on transaction purchase date x 5,000³)}$$

Total Artificiality Received

$$= \textit{sum of (Number of Net Artificiality Paid Transactions x amount of CBOT Wheat Artificiality (cents/per bushel) on transaction sold date x 5,000)}$$

² “CBOT Wheat Artificiality” is an estimate of the impact on Wheat Futures and Options on Wheat Futures prices caused by Defendants’ alleged unlawful conduct and reflects the difference between the allegedly artificial price in the market and an estimate of the fair, non-manipulated price on a given day but for Defendants’ alleged unlawful behavior. Plaintiffs contend that Defendants’ unlawful conduct caused market prices of certain Wheat Futures and Options on Wheat Futures to be artificial through contracts expiring in September 2015.

³ Each futures contract represents 5,000 bushels of wheat.

Example: If five contracts of the May 2015 Wheat Futures are purchased on March 6, 2015 and four contracts of the May 2015 Wheat Futures are purchased on March 9, 2015, and those nine contracts are sold on March 12, 2015:

$$\text{Total Artificiality Paid} = (5 \times 6.220 \times 5,000) + (4 \times 5.036 \times 5,000) = 256,220$$

$$\text{Total Artificiality Received} = (9 \times 8.464 \times 5,000) = 380,880$$

$$\text{Net Artificiality Paid} = 256,220 - 380,880 = -124,660 = 0$$

16. If a Claimant's Total Artificiality Paid exceeds their Total Artificiality Received, then such Claimant will have Net Artificiality Paid and will be entitled to participate on a *pro rata* basis in the 85% of the Net Settlement Fund being distributed in respect of Net Artificiality Paid. Specifically, this *pro rata* share shall be calculated for each Claimant by multiplying 85% of the Net Settlement Fund by a fraction—the numerator of which is the Authorized Claimant's Net Artificiality Paid and the denominator of which is the sum total Net Artificiality Paid of all Authorized Claimants who have Net Artificiality Paid.

17. This Distribution Plan also distributes 15% of the Net Settlement Fund based upon the *pro rata* fraction of the "Net Loss" by each Authorized Claimant on "Net Loss Transactions."

18. "Net Loss Transactions" means any round-trip transactions in Wheat Futures or Options on Wheat Futures that do not qualify as Net Artificiality Paid Transactions but at least one leg of which (either the purchase or the sale) was executed during the Class Period (February 1, 2015 through May 15, 2015).

19. "Net Loss" is the amount by which the total paid for a Settlement Class Member's purchase of Net Loss Transactions ("Total Losses") exceeds the total received for the sale of Net Loss Transactions ("Total Gains"). If Total Gains is equal or greater than Total Losses, Net Loss equals zero.

20. “Total Losses” is determined by adding together the prices of the Authorized Claimant’s purchases on all Net Loss Transactions. “Total Gains” is determined by adding together the prices of the Authorized Claimant’s sales on all Net Loss Transactions. If multiple contracts are purchased or sold on the same day, the purchase or sale price for each Net Loss Transaction is included in the Total Losses or Total Gains.

21. As a formula:

Net Loss

$$= \text{Total Losses} - \text{Total Gains}$$

Total Losses

$$= \text{sum of (Number of Net Loss Transactions} \times \text{purchase price)}$$

Total Gains

$$= \text{sum of (Number of Net Loss Transactions} \times \text{sale price)}$$

Example: If five contracts of the May 2015 Wheat Futures are purchased on March 16, 2015 at \$5.90, 6 contracts of the May 2015 Wheat Futures are purchased on March 19, 2015 at \$6.00; three contracts of the July 2015 Wheat Futures are purchased on April 7, 2015 at \$5.00; and all positions are sold on April 10, 2015 at \$5.50:

$$\text{Total Losses} = (5 \times \$5.90) + (6 \times \$6.00) + (3 \times \$5.00) = \$80.50$$

$$\text{Total Gains} = (14 \times \$5.50) = \$77.00$$

$$\text{Net Loss} = \$80.50 - \$77.00 = \$3.50$$

22. If a Claimant’s Total Losses exceed their Total Gains, then such Claimant will have Net Loss and will be entitled to participate on a *pro rata* basis in the 15% of the Net Settlement Fund being distributed in respect of Net Loss Transactions. Specifically, this *pro rata* share shall be calculated for each Authorized Claimant by multiplying 15% of the Net Settlement Fund by a

fraction—the numerator of which is the Authorized Claimant’s Net Loss and the denominator of which is the sum total Net Loss of all Authorized Claimants who have Net Loss Transactions.

23. The exception to each Class Member receiving a *pro rata* fraction of the Net Settlement Fund for either Net Artificiality Paid Transactions and/or Net Loss Transactions will be Authorized Claimants whose expected distribution based on their *pro rata* fraction for both the Net Artificiality Paid Transactions and Net Loss Transactions is less than the costs of administering the Claim. These Class Members will receive a Minimum Payment Amount in an amount to be determined after the Claim Forms are reviewed, calibrated to ensure that a minimal portion of the Net Settlement Fund is reallocated towards Authorized Claimants receiving the Minimum Payment Amount. After determining the portion of the Net Settlement Fund that will be used to make the Minimum Payment Amounts, the remainder of the Net Settlement Fund will be reallocated *pro rata* among the remaining Class Members.

AUDITS

24. By submitting a Claim Form, a Class Member agrees to furnish such additional information as the Settlement Administrator or the Court may require. Further, by submitting a Claim Form, a Class Member is swearing to the truth of the statements contained in it and, if applicable, the genuineness of the data and documents attached thereto, subject to penalty of perjury under the laws of the United States of America. The making of false statements or the submission of forged or fraudulent documentation will result in the rejection of a claim and may subject the filer to civil liability or criminal prosecution.

25. The Settlement Administrator may request any Class Member, as deemed appropriate by the Settlement Administrator, who files a Claim Form to provide documentation to support certain transactions or any other aspect of the claim submission. Even if the Class Member provided a letter/affidavit attesting to the truth and accuracy of the data and claim overall, the

Settlement Administrator may require specific documentary evidence (statements, confirmations, or the equivalent) to independently verify the details of the transactions and/or other aspects of the claim submission. Failure to substantially comply with such an audit request may result in the rejection of the claim.

COURT REVIEW

26. All proceedings with respect to the administration, processing, and determination of claims, and the determination of all disputes relating thereto, including disputed questions of law and fact with respect to the validity of the claims and information on the Claim Forms, shall be subject to the jurisdiction of the Court. To the extent the Settlement Administrator rejects a Claim Form, either in whole or in part, the Claimant will be advised in writing of the reasons for the rejection and that the Claimant will have the opportunity to seek Court review of the Settlement Administrator's rejection. All Claimants expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to the Court's determination.

27. This Distribution Plan shall be subject to change by the Court, at its own initiative, without prior notice to Class members. Any change in the Plan by the Court will be promptly posted on the Settlement Website, www.2015CBOTwheatfuturesclassactionsettlement.com.

28. This Distribution Plan shall be subject to amendment by motion at any time by Plaintiffs' Counsel provided that (a) notice is provided to Authorized Claimants on the Settlement Website, with at least twenty-one (21) days' time for the filing of objections to such amendment, and (b) the Court approves, in whole or in part, such amendment.

DISTRIBUTION

29. After the Effective Date of the Settlement, and once the Settlement Administrator has determined the amounts of all Authorized Claimants' distributions under this Distribution Plan, Plaintiffs' Counsel will apply to the Court for an order to distribute the Net Settlement Fund.

EXHIBIT A
CBOT WHEAT ARTIFICIALITY

Date	Artificiality on March 2015 Contract	Artificiality on May 2015 Contract	Artificiality on July 2015 Contract	Artificiality on September 2015 Contract
3/5/2015	0.000	0.000	0.000	0.000
3/6/2015	9.194	6.220	3.623	1.818
3/9/2015	8.226	5.036	2.973	2.008
3/10/2015	6.563	4.720	2.467	1.832
3/11/2015	9.156	7.114	4.103	2.824
3/12/2015	12.072	8.464	5.182	3.637
3/13/2015	14.014	9.316	4.904	3.426
3/16/2015		9.316	4.904	3.426
3/17/2015		9.316	4.904	3.426
3/18/2015		9.316	4.904	3.426
3/19/2015		9.316	4.904	3.426
3/20/2015		9.316	4.904	3.426
3/23/2015		9.316	4.904	3.426
3/24/2015		9.316	4.904	3.426
3/25/2015		9.316	4.904	3.426
3/26/2015		9.316	4.904	3.426
3/27/2015		9.316	4.904	3.426
3/30/2015		9.316	4.904	3.426
3/31/2015		9.316	4.904	3.426
4/1/2015		9.316	4.904	3.426
4/2/2015		9.316	4.904	3.426
4/6/2015		9.316	4.904	3.426
4/7/2015		9.316	4.904	3.426
4/8/2015		9.316	4.904	3.426
4/9/2015		9.316	4.904	3.426
4/10/2015		9.316	4.904	3.426
4/13/2015		9.316	4.904	3.426
4/14/2015		9.316	4.904	3.426
4/15/2015		9.316	4.904	3.426
4/16/2015		9.316	4.904	3.426
4/17/2015		9.316	4.904	3.426
4/20/2015		9.316	4.904	3.426
4/21/2015		9.316	4.904	3.426
4/22/2015		9.316	4.904	3.426
4/23/2015		9.316	4.904	3.426
4/24/2015		9.316	4.904	3.426
4/27/2015		8.221	4.694	3.036
4/28/2015		5.551	4.334	3.125
4/29/2015		3.567	3.195	2.200
4/30/2015		3.147	3.359	2.256
5/1/2015		3.147	3.359	2.256
5/4/2015		3.147	3.359	2.256
5/5/2015		3.147	3.359	2.256
5/6/2015		3.147	3.359	2.256
5/7/2015		3.147	3.359	2.256
5/8/2015		3.147	3.359	2.256

Date	Artificiality on March 2015 Contract	Artificiality on May 2015 Contract	Artificiality on July 2015 Contract	Artificiality on September 2015 Contract
5/11/2015		3.147	3.359	2.256
5/12/2015		3.147	3.359	2.256
5/13/2015		3.147	3.359	2.256
5/14/2015		3.147	3.359	2.256
5/15/2015			3.359	2.256
5/18/2015			3.359	2.256
5/19/2015			3.359	2.256
5/20/2015			3.359	2.256
5/21/2015			3.359	2.256
5/22/2015			3.359	2.256
5/26/2015			3.359	2.256
5/27/2015			3.359	2.256
5/28/2015			3.359	2.256
5/29/2015			3.359	2.256
6/1/2015			3.359	2.256
6/2/2015			3.359	2.256
6/3/2015			3.359	2.256
6/4/2015			3.359	2.256
6/5/2015			3.359	2.256
6/8/2015			3.359	2.256
6/9/2015			3.359	2.256
6/10/2015			3.359	2.256
6/11/2015			3.359	2.256
6/12/2015			3.359	2.256
6/15/2015			3.359	2.256
6/16/2015			3.359	2.256
6/17/2015			3.359	2.256
6/18/2015			3.359	2.256
6/19/2015			3.359	2.256
6/22/2015			3.359	2.256
6/23/2015			3.359	2.256
6/24/2015			3.359	2.256
6/25/2015			3.359	2.256
6/26/2015			3.359	2.256
6/29/2015			3.359	2.256
6/30/2015			3.359	2.256
7/1/2015			3.359	2.256
7/2/2015			3.359	2.256
7/6/2015			3.359	2.256
7/7/2015			3.359	2.256
7/8/2015			3.359	2.256
7/9/2015			3.359	2.256
7/10/2015			3.359	2.256
7/13/2015			3.359	2.256
7/14/2015			3.359	2.256
7/15/2015				2.256

Date	Artificiality on March 2015 Contract	Artificiality on May 2015 Contract	Artificiality on July 2015 Contract	Artificiality on September 2015 Contract
7/16/2015				2.256
7/17/2015				2.256
7/20/2015				2.256
7/21/2015				2.256
7/22/2015				2.256
7/23/2015				2.256
7/24/2015				2.256
7/27/2015				2.256
7/28/2015				2.256
7/29/2015				2.256
7/30/2015				2.256
7/31/2015				2.256
8/3/2015				2.256
8/4/2015				2.256
8/5/2015				2.256
8/6/2015				2.256
8/7/2015				2.256
8/10/2015				2.256
8/11/2015				2.256
8/12/2015				2.256
8/13/2015				2.256
8/14/2015				2.256
8/17/2015				2.256
8/18/2015				2.256
8/19/2015				2.256
8/20/2015				2.256
8/21/2015				2.256
8/24/2015				2.256
8/25/2015				2.256
8/26/2015				2.256
8/27/2015				2.256
8/28/2015				2.256
8/31/2015				2.256
9/1/2015				2.256
9/2/2015				2.256
9/3/2015				2.256
9/4/2015				2.256
9/8/2015				2.256
9/9/2015				2.256
9/10/2015				2.256
9/11/2015				2.256
9/14/2015				2.256