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JAN 27 2014

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FILED
 ALAMEDA COUNTY
 JAN 29 2014
 CLERK OF THE SUPERIOR COURT
 By Yehada Deputy

9 *Attorneys for*
 10 *Plaintiff Camilla Glover*

11 John McCarron (225217) (jmccarron@downeybrand.com)
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15 *Attorneys for Defendant*
 16 *Steven Mahrt d/b/a Petaluma Egg Farm*

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
 18 **COUNTY OF ALAMEDA**

20 CAMILLA GLOVER, on behalf of
 herself and all others similarly
 21 situated

22 Plaintiff,

23 v.

24 STEVEN MAHRT, D/B/A
 PETALUMA EGG FARM, and DOES
 25 1 through 25, inclusive,

26 Defendants.

Case No. RG 12650058

**SECOND REVISED
 STIPULATION AND PROPOSED
 ORDER REGARDING REQUEST
 FOR DISMISSAL**

DATE: n/a
 TIME: n/a
 DEPT: 17

Hon. George C. Hernandez, Jr.

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1 On October 4, 2012, Plaintiff Camilla Glover (“Plaintiff”) filed a class-action
2 Complaint in the above-captioned action (the “Lawsuit”) on behalf of herself and all
3 others similarly situated against Defendant Steven Mahrt, doing business as
4 Petaluma Egg Farm (“Defendant”).

5 In the Lawsuit, Plaintiff alleges that Defendant falsely advertised that the
6 hens that lay its Judy’s Family Farm line of organic eggs are given the freedom to
7 roam outdoors. Plaintiff also alleges that consumers who purchased Defendant’s
8 eggs did so based on their interest in animal welfare. The Lawsuit seeks injunctive
9 relief in the form of packaging changes, damages on behalf of consumers who
10 purchased Judy’s eggs, and the payment of Plaintiff’s attorney’s fees and costs.

11 Upon the filing of the Lawsuit, Plaintiff’s counsel Animal Legal Defense
12 Fund (“ALDF”) issued a press release concerning the Lawsuit and posted
13 information about the Lawsuit to its website. Defendant subsequently posted its
14 response to the Lawsuit on Defendant’s website.

15 Plaintiff has not moved for class certification, thus no formal notice of the
16 pendency of this case has been provided to proposed class members.

17 The parties have assessed their respective legal positions in light of, *inter*
18 *alia*, discovery that they have conducted on such issues as liability and damages.
19 As a result of those efforts, the parties decided to negotiate a resolution of this
20 litigation by settlement. Based on her investigation, discovery, and analysis of the
21 factual and legal issues in this litigation, Plaintiff Glover has decided to withdraw
22 the class allegations in the Complaint and proceed with a settlement and release of
23 claims on an individual, non-class basis. The terms of the parties’ agreement are
24 set forth in full in the Stipulation of Settlement and Release of Claims (“Settlement
25 Agreement”), attached hereto as **Exhibit A**, and in the Addendum to Stipulation of
26 Settlement and Release of Claims (“Addendum to Settlement Agreement”),
27 attached hereto as **Exhibit B**.

28

1 The Settlement Agreement was reached after numerous meetings and
2 telephone conferences for that purpose, including a formal session before a
3 mediator (Catherine A. Yanni, Esq.) at the Judicial Arbitration and Mediation
4 Service (“JAMS”) on August 8, 2013. The injunctive relief and the donation to
5 public-interest organizations (*i.e.*, the Public Justice Foundation and Consumer
6 Action) provided by the Settlement Agreement benefits members of the proposed
7 class in that (1) the injunctive relief has resulted in changes to the Defendant’s
8 packaging, and (2) the donation will be used by the Public Justice Foundation and
9 Consumer Action to provide assistance to the victims of consumer fraud and false
10 advertising, which pertains to the interests that Plaintiff alleges gave rise to the
11 lawsuit. *However, the release of claims shall not extend (hence does not*
12 *bind) members of the proposed class.* The primary substantive terms of the
13 Settlement Agreement are as follows:

14 1. As a result of this settlement, Defendant sought and obtained Certified
15 Humane certification. Defendant agrees that, with the exception of terms that
16 pertain to describing various products within Defendant’s Judy’s Family Farm line
17 of organic eggs (such as stating that the eggs are Omega 3), there will be no
18 deviations from graphics or text depicted on Exhibits A1 through A3 to the
19 Stipulation of Settlement in any of Defendants’ packaging or advertising for a
20 period of four (4) years, unless a change in farming practices or packaging is
21 mandated by federal or state law.

22 2. Defendant shall make all changes necessary to conform Judy’s Family
23 Farm’s packaging and advertising to Exhibits A1 through A3 to the Settlement
24 Agreement no later than January 1, 2014.¹

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27 ¹ The pages comprising Exhibit A to this Second Revised Stipulation and
28 Proposed Order (*i.e.*, the Settlement Agreement and the graphic illustrations of the
Judy’s Family Farm Eggs packaging (attached to the Settlement Agreement as
Exhibits A1 through A3)) are stamped STIP1 through STIP16.

1 3. To ensure the availability of agreed upon settlement payments,
2 Defendant has provisionally made those payments (in the total amount of \$200,000)
3 to Plaintiff's counsel, who are holding them for distribution pending approval of the
4 dismissal of the Lawsuit in accordance with the terms set forth below:

- 5 • \$14,666.67 contribution to the Public Justice Foundation, which shall
6 be used in the manner described in the letter from Arthur Bryant, the
7 Executive Director of the Public Justice Foundation, a true and correct
8 copy of which the parties submitted as **Exhibit 1** to the Addendum;
- 9 • \$14,666.66 contribution to the Consumer Action, which shall be used
10 in the manner described in the letter from Ken McEldowney, the
11 Executive Director of Consumer Action, a true and correct copy of
12 which the parties submitted as **Exhibit 2** to the Addendum;
- 13 • \$14,666.67 contribution to the Sonoma Humane Society, which shall be
14 used in the manner described in the letter from Kiska Icard, the
15 executive director of the Sonoma Humane Society, a true and correct
16 copy of which the parties submitted as **Exhibit 3** to the Addendum;
- 17 • \$1,000 to Plaintiff in recognition of the time and effort she expended on
18 the prosecution of this case and is in lieu of any recovery to which she
19 would have been entitled had Plaintiff prevailed in this action through
20 class-certification and trial; and
- 21 • \$155,000 for payment of some of Plaintiff's attorney fees.

22
23 4. If the Court approves the dismissal of the Lawsuit in accordance with
24 and pursuant to the terms set forth herein, ALDF will, within five business days, of
25 notice of the Court's approval, issue the press release contained in **Exhibit 4** to the
26 Addendum, and will also post information about the settlement of the Lawsuit on
27 its website. Additionally, within ten business days of receiving notice of the Court's
28

1 approval of the dismissal of this Lawsuit in accordance with the terms of the
2 Settlement Agreement and this Addendum to Settlement Agreement (hereinafter,
3 "Addendum"), ALDF will, to the extent it is possible to do so, contact each person
4 who contacted ALDF about the Lawsuit to advise him or her of the settlement.
5 ALDF will contact the individual via the contact method provided by that person to
6 ALDF. So, for example, if an individual provided ALDF with an e-mail address,
7 ALDF will contact that individual by e-mail.

8 5. If the Lawsuit is not dismissed in accordance with and pursuant
9 to the terms set forth herein, the parties shall revert to the status quo ante as of
10 August 8, 2013 (which shall include, but is not limited to, the return of any
11 settlement payments made by Defendant).

12 6. The Alameda County Superior Court will retain jurisdiction to enforce
13 the Settlement Agreement and the Addendum. Plaintiff or Defendant will be
14 entitled to recover attorney fees and costs in an amount to be determined by the
15 Court in the event the Settlement Agreement and/or the Addendum must be
16 enforced through litigation.

17 7. Plaintiff agrees to accept the terms and conditions set forth in
18 paragraphs 2 through 3, above and in **Exhibits A and B** hereto, and a full
19 settlement and compromise of this action and agrees that such payment shall fully
20 and forever discharge and release all claims and causes of action, whether now
21 known or now unknown, which Plaintiff has against the Defendant in this action.
22 **This Stipulation includes an express waiver of California Civil Code**
23 **section 1542, which states:**

24
25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
26 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
28 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**
 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
 WITH THE DEBTOR.

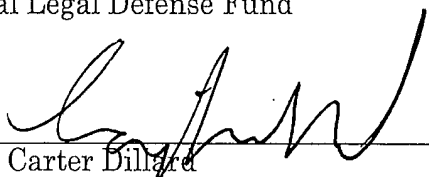
1 8. Subject to and upon satisfaction of all terms set forth in paragraphs
2 2.a. through 2.g. of the Settlement Agreement and paragraphs 3.a. through 3.b. of
3 the Addendum by Plaintiff and Defendant, the parties hereby fully, completely, and
4 generally forever release one another and their respective agents, employees,
5 representatives, predecessors, successors, affiliates, parent and subsidiary entities,
6 assigns, shareholders, officers, directors, attorneys, consultants, insurers, heirs,
7 descendants, executors and administrators, from any and all claims, rights,
8 demands, obligations, agreements, contracts, representations, promises, liens,
9 accounts, debts, liabilities, expenses, damages, costs, interest, attorney's fees,
10 judgments, orders, and causes of actions of every kind and nature, whether known
11 or unknown, suspected or unsuspected, existing or claimed to exist, legal or
12 equitable that have been, could have been, might have been, or in the future might
13 be asserted, based upon, arising out of, or in any way related to any matter, event,
14 or circumstance of any kind pertaining to the allegations in the complaint on file in
15 this action occurring prior to August 8, 2013. **This case has been settled as an
16 individual action. This release shall not extend to members of the
17 proposed class (as described in the operative complaint, filed October 4,
18 2012), other than Plaintiff Camilla Glover.**

19 9. No later than five (5) business days of satisfaction of all terms set forth
20 in paragraphs 2.b through 2.g of the Settlement Agreement and in paragraphs 3.a.
21 through 3.b. of the Addendum, Plaintiff shall dismiss the Lawsuit with prejudice.

22 IT IS SO STIPULATED.

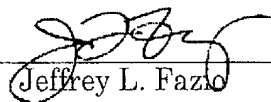
23 DATED: January 27 2014 Animal Legal Defense Fund

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by 
Carter Dillard

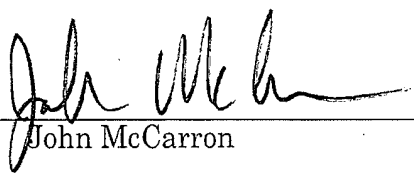
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DATED: January 27, 2014 Fazio | Micheletti LLP

by 
Jeffrey L. Fazio

Attorneys for Plaintiff Camilla Glover

DATED: January 27, 2014 Downey Brand LLP

by 
John McCarron

*Attorneys for Defendant Steven Mahrt
Doing business as Petaluma Egg Farm*

[PROPOSED] ORDER

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Having reviewed the Settlement Agreement attached as Exhibit A and the Addendum to Settlement Agreement attached as Exhibit B hereto, the Court hereby approves the dismissal of this action pursuant to Rule of Court 3.770, which will occur upon satisfaction of the terms set forth in Exhibits A and B hereto.

IT IS SO ORDERED:

DATED: January 29, 2014

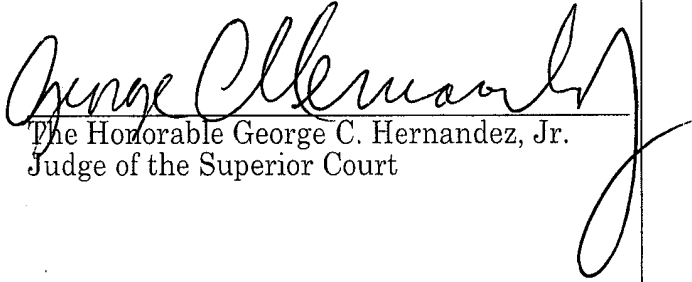

The Honorable George C. Hernandez, Jr.
Judge of the Superior Court

EXHIBIT A

Glover v. Mahrt, No. RG12650058 (Alameda Cty. Super Ct.)

STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS

1. This Stipulation of Settlement and Release of Claims (referred to herein as the "Settlement Agreement") is entered into by Plaintiff Camilla Glover ("Plaintiff") and Defendant Steven Mahrt, doing business as Petaluma Egg Farm and Petaluma Farms ("Defendant") for the purpose of resolving the dispute reflected in the complaint Plaintiff filed in the California Superior Court for the County of Alameda, *Glover v. Mahrt*, Case No. RG12650058 (the "Lawsuit").

2. On August 8, 2013, the parties sought the assistance of Catherine A. Yanni, Esq., of JAMS to mediate the parties' dispute for the purpose of enabling them to resolve the Lawsuit by settlement. During that mediation session, the parties agreed to the following terms and conditions, which now comprise the Settlement Agreement:

- a. Defendant agrees that, with the exception of terms that pertain to describing various products within Defendant's Judy's Family Farm line of organic eggs (such as stating that the eggs are Omega 3), there will be no deviations from graphics or text depicted on Exhibits A1 through A3 to this Stipulation of Settlement in any of Defendants' packaging or advertising for a period of four (4) years, unless a change in farming practices or packaging is mandated by federal or state law.
- b. Defendant shall make all changes necessary to conform Judy's Family Farm's packaging and advertising to Exhibits A1 through A3 no later than January 1, 2014.
- c. Defendant shall pay a total of \$200,000 into a settlement fund administered by Plaintiff's counsel (the "Settlement Fund"), which will be distributed as follows: \$44,000 for contribution to

animal-welfare organization(s) to be selected by Plaintiff; \$1,000 to Plaintiff; and \$155,000 for Plaintiffs' attorney fees.

- d. Defendant shall pay \$100,000 of the \$200,000 Settlement Fund no later than September 7, 2013.
 - e. No later than August 15, 2013, Defendant shall apply for a loan in the amount of \$100,000 to pay the balance of the \$200,000 Settlement Fund. Defendant shall pay the \$100,000 balance of the \$200,000 Settlement Fund no later than September 23, 2013.
 - f. If the balance of the entire \$200,000 is not paid into the Settlement Fund by September 23, 2013, this Settlement Agreement shall be null and void, and the parties shall revert to the status quo ante as of August 8, 2013 (which shall include, but is not limited to, the return of the first \$100,000 settlement payment to Defendant).
 - g. Similarly, if the Court does not approve the dismissal of this Action in accordance with and pursuant to the terms set forth herein, this Settlement Agreement shall be null and void, and the parties shall revert to the status quo ante as of August 8, 2013 (which shall include, but is not limited to, the return of any settlement payments made by Defendant).
 - h. The Alameda County Superior Court will retain jurisdiction to enforce this Stipulation for Settlement. Plaintiff will be entitled to recover attorney fees and costs in an amount to be determined by the Court in the event this Stipulation for Settlement must be enforced through litigation.
3. Plaintiff agrees to accept the terms and conditions set forth in paragraph 2.a. through 2.g., above, and a full settlement and compromise of this action and agrees that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now

unknown, which Plaintiff has against the Defendant in this action. This Settlement Agreement includes an express waiver of California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Subject to and upon satisfaction of all terms set forth in paragraphs 2.a. through 2.g. of this Settlement Agreement by Plaintiff and Defendant, the parties hereby fully, completely, and generally forever release one another and their respective agents, employees, representatives, predecessors, successors, affiliates, parent and subsidiary entities, assigns, shareholders, officers, directors, attorneys, consultants, insurers, heirs, descendants, executors and administrators, from any and all claims, rights, demands, obligations, agreements, contracts, representations, promises, liens, accounts, debts, liabilities, expenses, damages, costs, interest, attorney's fees, judgments, orders, and causes of actions of every kind and nature, whether known or unknown, suspected or unsuspected, existing or claimed to exist, legal or equitable that have been, could have been, might have been, or in the future might be asserted, based upon, arising out of, or in any way related to any matter, event, or circumstance of any kind pertaining to the allegations in the complaint on file in this action occurring prior to the last date on which this Stipulation for Settlement is signed by both parties. This case has been settled as an individual action. This release shall not extend to members of the proposed class (as described in the operative complaint, filed October 4, 2012), other than Plaintiff Camilla Glover.

5. No later than five (5) business days of satisfaction of all terms set forth in paragraphs 2.b. through 2.g. of this Settlement Agreement, Plaintiff shall dismiss the Lawsuit with prejudice

6. By their signatures below, counsel for each of the parties to this Settlement Agreement represent that they have fully explained to their client(s) the legal effect of this Settlement Agreement and the anticipated dismissal with prejudice provided for herein; that the Settlement Agreement and resulting compromise stated herein is final and conclusive forthwith; and that each attorney represents that his/her client(s) has freely consented to and authorized this Settlement Agreement.

7. Except as otherwise stated in this Settlement Agreement, each party will bear their own attorneys' fees and court costs.

8. The parties agree to cooperate fully and execute this Settlement Agreement and any and all supplementary documents, and to take all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

9. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party concerning the subject matter of this Settlement Agreement, and all such agreements, covenants, representations, or warranties, express or implied, oral or written, that are not expressly contained in this Settlement Agreement are superseded by the express provisions of this Settlement Agreement. All prior and contemporaneous conversations, negotiations, possible or alleged agreements, representations, covenants, or warranties concerning the subject matter of this Settlement Agreement are merged herein and superseded by this Settlement Agreement.

10. This Settlement Agreement may be modified or amended only by a writing signed by the parties and their counsel.

11. This Settlement Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without regard to California's conflict of laws rules.

12. No party shall be deemed the drafter of this Settlement Agreement. This Settlement Agreement has been drafted jointly by the parties following negotiations between them, is fully understood and voluntarily accepted by them and entered into as a matter of their own free will. Each party relied solely upon that party's own judgment, belief and knowledge, and on the advice and recommendations of the party's own independently-selected counsel, concerning the nature, extent and duration that party's rights, duties and claims. No party has been influenced to any extent whatsoever in executing this Settlement Agreement by any representations or statements not expressly contained or referred to in this Settlement Agreement. Accordingly, this Settlement Agreement shall be construed according to its terms and not for or against any party.


13. This Settlement Agreement may be executed in counterparts and as so executed shall constitute one agreement. This Settlement Agreement may be executed by facsimile or computerized documentation, which shall have the same force and effect as though it had been executed in the original.

14. Any provisions of California Evidence Code sections 1115 through 1128 notwithstanding, this Settlement Agreement is binding and may be enforced by a motion under California Code of Civil Procedure section 664.6 or by any other procedure permitted by law in the applicable state or federal court.

15. This Settlement Agreement is admissible and subject to disclosure for purposes of enforcing this settlement agreement pursuant to California Code of Civil Procedure section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed

by the parties relative to this mediation are waived with respect to this Settlement Agreement.

16. Having read and understood the foregoing, each of the undersigned consent hereto by signing below.

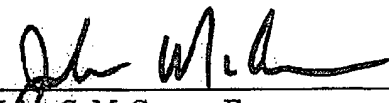
Dated: August 28, 2013 

Jeffrey L. Fazio
Fazio | Micheletti LLP

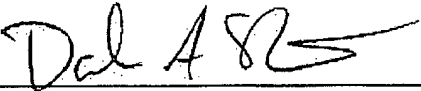
Dated: August ____, 2013 _____
Dina E. Micheletti Esq.
Fazio | Micheletti LLP

Dated: August ____, 2013 _____
Carter Dillard Esq.
Animal Legal Defense Fund

Dated: August ____, 2013 _____
Christopher Berry Esq.
Animal Legal Defense Fund

Dated: August 29, 2013 

John C. McCarron Esq.
Downey Brand LLP

Dated: August 29, 2013 

Dale A. Stern Esq.
Downey Brand LLP

Dated: August ____, 2013 _____
Jerry B. Abbott Esq.
Law Office of Jerry B. Abbott

Dated: August ____, 2013 _____
Camilla Glover

by the parties relative to this mediation are waived with respect to this Settlement Agreement.

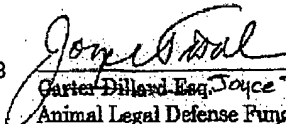
16. Having read and understood the foregoing, each of the undersigned consent hereto by signing below.

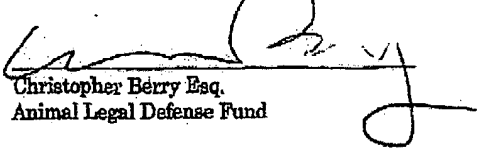
Dated: August 28, 2013

Jeffrey L. Fazio
Fazio | Micheletti LLP

Dated: August __, 2013

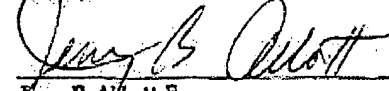
Dina E. Micheletti Esq.
Fazio | Micheletti LLP

Dated: August 29, 2013

Carter Dillard Esq. Joyce Tischler, Esq.
Animal Legal Defense Fund

Dated: August 29, 2013

Christopher Berry Esq.
Animal Legal Defense Fund

Dated: August __, 2013
John C. McCarron Esq.
Downey Brand LLP

Dated: August __, 2013
Dale A. Stern Esq.
Downey Brand LLP


Dated: ~~August~~ ^{Sept} 4, 2013

Jerry B. Abbott Esq.
Law Office of Jerry B. Abbott

Dated: August __, 2013
Camilla Glover

by the parties relative to this mediation are waived with respect to this Settlement Agreement.

16. Having read and understood the foregoing, each of the undersigned consent hereto by signing below.

Dated: August 28, 2013


Jeffrey L. Fazio
Fazio | Micheletti LLP

Dated: August ____, 2013

Dina E. Micheletti Esq.
Fazio | Micheletti LLP

Dated: August ____, 2013

Carter Dillard Esq.
Animal Legal Defense Fund

Dated: August ____, 2013

Christopher Berry Esq.
Animal Legal Defense Fund

Dated: August ____, 2013

John C. McCarron Esq.
Downey Brand LLP


Dated: August ____, 2013

Dale A. Stern Esq.
Downey Brand LLP

Dated: August ____, 2013

Jerry B. Abbott Esq.
Law Office of Jerry B. Abbott

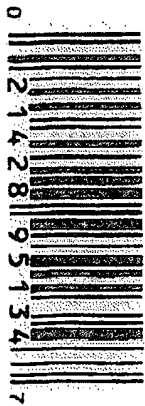
Dated: August 29, 2013


Camilla Glover

Dated: August 29, 2013



Steven Mahrt
Individually and on behalf of
Petaluma Egg Farm



Produced and Packed by Judy's Family Farm
 Petaluma, CA 94952 Keep Refrigerated
 Certified Organic by Oregon Tilth
 Plant #06-1002
 See us at: www.JudysFarm.com

SAFE HANDLING INSTRUCTIONS:
 To prevent illness from bacteria:
 keep eggs refrigerated, cook eggs
 until yolks are firm, and cook foods
 containing eggs thoroughly.

Coming back to the farm in Sonoma County was a big step for me after living and working in the big city. I'm happy to have returned to join my mom (Judy) and dad on our organic egg farm. Proudly, we were one of California's first certified organic egg farms. Recently, we became certified humane ~~which is not surprising since my folks always said we need to take good care of our chickens so that they can take good care of us.~~ We're dedicated to treating our hens well, to farming sustainably, and to providing fresh, local eggs.

Thank you for supporting our family.

- Jonathan, Judy's son

Judy's Family Farm

Nutrition Facts
 Serving Size: 1 Egg (56g)
 Servings: 12
 Calories 80
 Fat Calories 45

Amount/Serving	% DV*	Amount/Serving	% DV*
Total Fat 5g	6%	Sodium 80mg	3%
Saturated Fat 2g	10%	Total Carbohydrate 0g	0%
Trans Fat 0g		Protein 7g	14%
Cholesterol 210mg	70%		
Vitamin A 6%		Vitamin C 0%	
		Calcium 4%	
		Iron 6%	

*Not a significant source of Dietary Fiber or Sugars.

*Meets Humane Farm Animal Care Standards, which include nutritious diet without antibiotics, or hormones, animals raised with shelter, resting areas, sufficient space and the ability to engage in natural behaviors.

Certified Organic by Oregon Tilth

EXHIBIT A

OLD FASHIONED

ORGANIC

USDA ORGANIC

Judy's Family Farm

Raised without cages

LARGE GRADE AA BROWN EGGS

CERTIFIED HUMANE RAISED & HANDLED

ONE DOZEN

Same text changed and graphic changed to be made to see our story inside

One family
 Our farm

Judy's Organic Eggs Omega 3
 Local Eggs for Local People

CERTIFIED HUMANE RAISED & HANDLED

SEE BY

STIP10

See us at: www.JudysFarm.com

Produced and Packed by Judy's Family Farm
 Petaluma, CA 94952 Keep Refrigerated
 Certified Organic by Oregon Tilth
 Plant #06-1002

SAFE HANDLING INSTRUCTIONS:
 To prevent illness from bacteria,
 keep eggs refrigerated, cook eggs
 until yolks are firm, and cook foods
 containing eggs thoroughly.

Nutrition Facts

Serving Size: 1 Egg (59g)
 Servings: 12
 Calories 80
 Fat Calories 45

Amount/Serving	% DV*	Amount/Serving	% DV*
Total Fat 5g	8%	Sodium 80mg	3%
Saturated Fat 2g	10%	Total Carbohydrate 0g	0%
Trans Fat 0g		Protein 7g	14%
Cholesterol 210mg	70%		
Vitamin A 6%		Vitamin C 0%	
		Calcium 4%	
		Iron 6%	

*Meets Humane Farm Animal Care Standards, which include nutritious diet without antibiotics, or hormones, animals raised with shelter, resting areas, sufficient space and the ability to engage in natural behaviors.
 Not a significant source of Dietary Fiber or Sugars.

Certified Organic by Oregon Tilth

Thank you for supporting our family.

- Jonathan, Judy's son

Judy's Family Farm

EXHIBIT A-Z

case face

One family
 Our farm

Judy's Organic Eggs
 Local Eggs for Local People

see our story inside
 CERTIFIED HUMANE
 RAISED & HANDLED

NUTRITION FACTS Serving Size: 1 egg (63g), Servings: 12, Amount Per Serving:
 Calories: 90, Fat: Cal: 50, Total Fat: 9g (9% DV), Sat: Fat: 2g (10% DV),
 Trans: Fat: 0g, Cholesterol: 255mg (78% DV), Sodium: 90mg (4% DV), Total Carb:
 0g (0% DV), Protein: 9g (16% DV), Vitamin A: (5% DV), Vitamin C: (0% DV),
 Calcium: (4% DV), Iron: (6% DV). Not a significant source of Dietary Fiber
 or Sugars. Percent Daily Values (DV) are based on a 2,000 calorie diet.

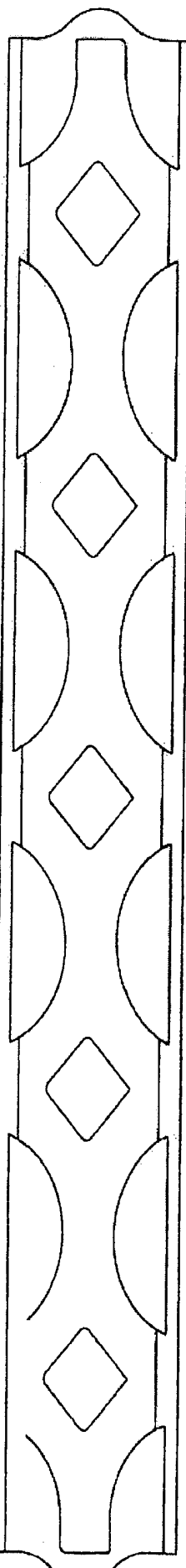
Produced and Packed by Judy's Family Farm
 Petaluma, CA 94952 Keep Refrigerated
 Certified Organic by Oregon Tilth
 Plant #08-1002
 See us at: www.JudysFarm.com



CERTIFIED HUMANE
 RAISED & HANDLED

ONE DOZEN

Judy's Family Farm
 Raised Without Cages



SAFE HANDLING INSTRUCTIONS:
 To prevent illness from bacteria:
 keep eggs refrigerated, cook eggs
 until yolks are firm, and cook foods
 containing eggs thoroughly.

ORGANIC JUMBO GRADE A BROWN EGGS
*Meets Humane Farm Animal Care Standards, which include numerous "do not" antibodies, or hormones, animals raised with "stress" sufficient space and the ability to engage in natural behaviors.



CERTIFIED HUMANE
 RAISED & HANDLED

Judy's Organic Eggs
 Local Eggs for Local People

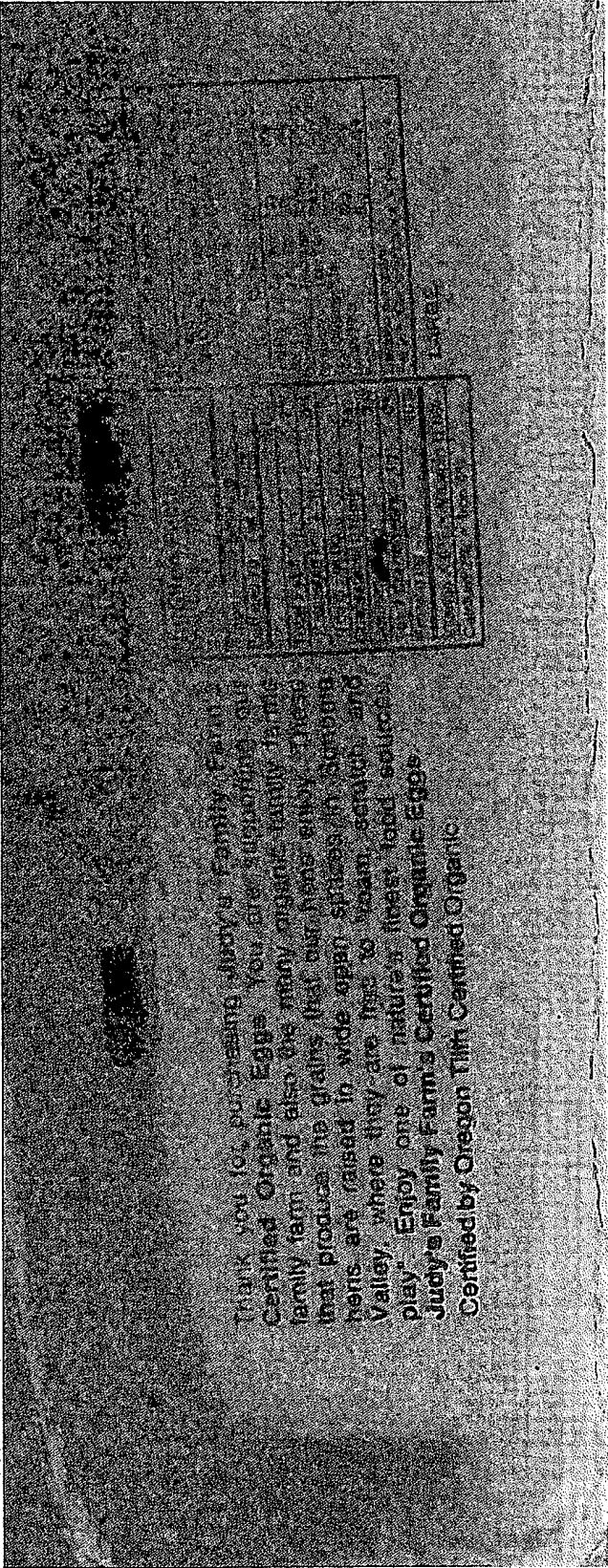
One family
 Our farm

EXHIBIT A3

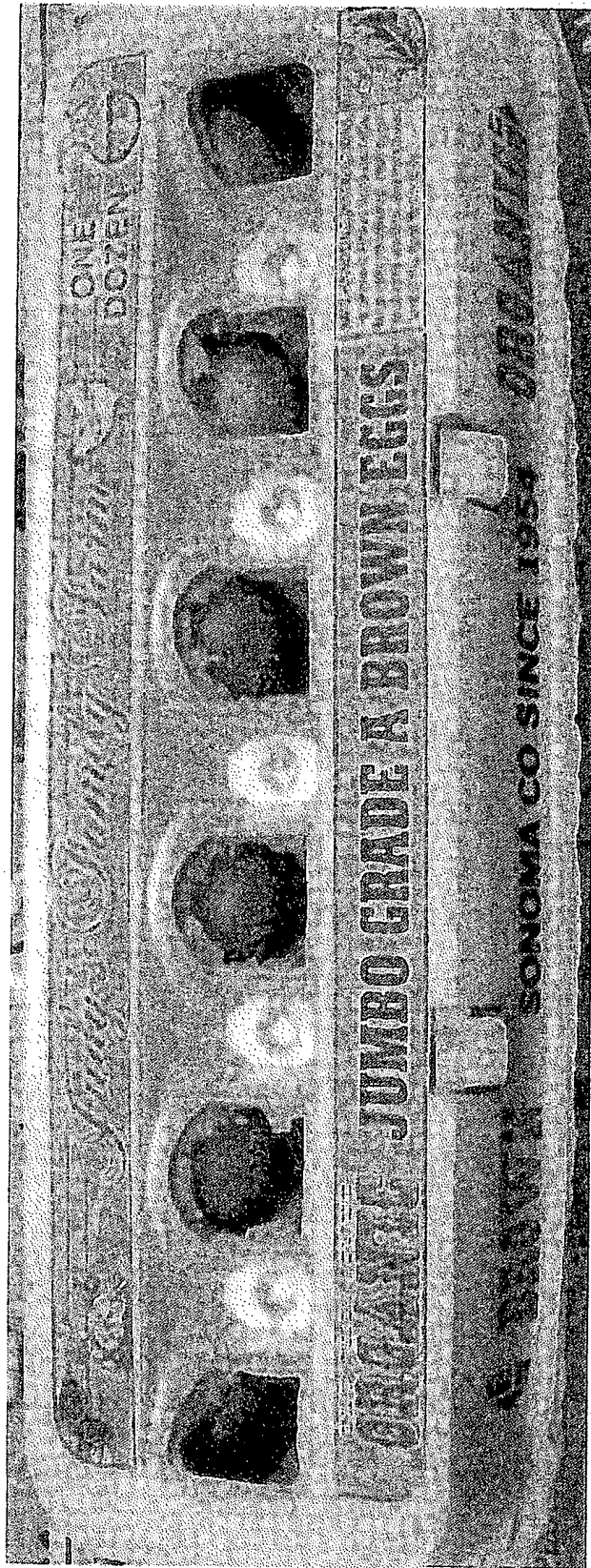


STIP13

Thank you for purchasing Judy's Family Farm Certified Organic Eggs. You are supporting our family farm and also the many organic family farms that produce the grains that our hens enjoy. These hens are raised in wide open spaces in Astoria Valley where they are free to roam, scratch and play. Enjoy one of nature's finest food sources. Judy's Family Farm's Certified Organic Eggs. Certified by Oregon Tilth Certified Organic.







STIP16

EXHIBIT B

Glover v. Mahrt, No. RG12650058 (Alameda Cty. Super Ct.)

**ADDENDUM TO STIPULATION OF SETTLEMENT AND RELEASE
OF CLAIMS**

1. This Addendum to Stipulation of Settlement and Release of Claims (“Addendum to Settlement Agreement”) is entered into by Plaintiff Camilla Glover (“Plaintiff”) and Defendant Steven Mahrt, doing business as Petaluma Egg Farm and Petaluma Farms (“Defendant”) for the purpose of addressing certain issues raised by the Court regarding the terms of the parties’ Stipulation of Settlement and Release of Claims (“Settlement Agreement”).

2. The Settlement Agreement and this Addendum to Settlement Agreement are intended to resolve the dispute reflected in the complaint Plaintiff filed in the California Superior Court for the County of Alameda, *Glover v. Mahrt*, Case No. RG12650058 (the “Lawsuit”).

3. This Addendum to Settlement Agreement incorporates the terms of the Settlement Agreement as though they are fully set forth herein, with the exception of the following modifications/additions/clarifications:

a. **Donation to public-interest organizations.** Paragraph 2(c) of the Settlement Agreement obligates the Defendant to pay a total of \$200,000 to be distributed as follows: “\$44,000 for contribution to animal-welfare organization(s) to be selected by Plaintiff; \$1,000 to Plaintiff; and \$155,000 to Plaintiff’s counsel.” To clarify any unintended ambiguity regarding the Defendant’s \$44,000 contribution to an animal-welfare organization was not and *is not intended to be given to Plaintiff and will not be received by Plaintiff*. Rather, to ensure availability of the agreed upon settlement payments, those funds have been provisionally paid by

Defendant to Plaintiff's counsel, who are holding them for distribution pending approval of the dismissal of the Lawsuit in accordance with the terms of the Settlement Agreement and this Addendum to Settlement Agreement. Within five business days of receiving notice of such approval, Plaintiff's counsel will send the contributions totaling \$44,000.00 as follows: \$14,666.67 to the Public Justice Foundation, \$14,666.66 to Consumer Action, and \$14,666.67 to the Sonoma Humane Society to be used in the manner described in the letters appended as **Exhibits 1, 2, and 3** to this Addendum. The Public Justice Foundation, Consumer Action, and Sonoma Humane Society are organizations approved by Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel. If the Court does not approve the dismissal of this lawsuit in accordance with the terms of the Settlement Agreement and this Addendum to Settlement Agreement, those funds, *along with all other funds paid pursuant to the Settlement Agreement*, will be returned to the Defendant.

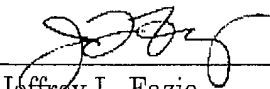
b. **Payment to Plaintiff.** As alleged in the Complaint, Plaintiff purchased Judy's Eggs on a regular basis prior to January 2012, based on Defendant's Representations. The \$1,000 payment to Plaintiff is made in recognition of the time and effort she expended on the prosecution of this case and is in lieu of any recovery to which she would have been entitled had Plaintiff prevailed in this action through class-certification and trial.

c. **Dissemination of Information regarding the settlement of the Lawsuit.** Because this action was not certified as a class action, no formal notice of the pendency of this case was provided to putative class members. Upon the filing of the Complaint, Plaintiff's counsel Animal Legal Defense Fund issued a press release regarding the Lawsuit and posted information about the Lawsuit on its website. The Defendant has also posted its response to the Lawsuit on the Defendant's website. ALDF represents

that approximately 127 people have contacted ALDF about the Lawsuit. ALDF represents that it has maintained contact information for all of these individuals. Within five business days of receiving notice of the Court's approval of the dismissal of the Lawsuit in accordance with the terms of the Settlement Agreement and this Addendum to Settlement Agreement, ALDF will issue the press release attached hereto as **Exhibit 4** and will post information about the settlement of the Lawsuit on its website. Additionally, within ten business days of receiving notice of such approval, ALDF will, to the extent it is possible to do so, contact each person who contacted ALDF about the Lawsuit to advise him or her of the settlement. ALDF will contact the individual via the contact method provided by that person to ALDF. So, for example, if an individual provided ALDF with an e-mail address, ALDF will contact that individual by e-mail.

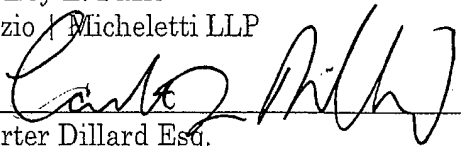
4. Having read and understood the foregoing, each of the undersigned consent hereto by signing below.

Dated: January 27, 2014



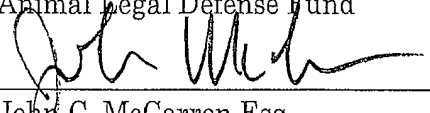
Jeffrey L. Fazio
Fazio | Micheletti LLP

Dated: January 27, 2014



Carter Dillard Esq.
Animal Legal Defense Fund

Dated: January 27, 2014



John C. McCarron Esq.
Downey Brand LLP

Dated: January 26, 2014



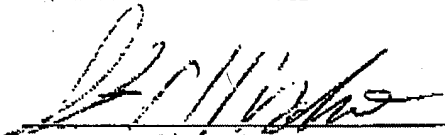
Dale A. Stern Esq.
Downey Brand LLP

Dated: January 27, 2014



Plaintiff Camilla Glover

Dated: January 27, 2014



Defendant Steven Mahrt, dba Petaluma Farms

EXHIBIT 1

PUBLIC JUSTICE

RIGHTING WRONGS

January 8, 2014

Jeffrey L. Fazio
FAZIO | MICHELETTI LLP
2410 Camino Ramon, Suite 315
San Ramon, CA 94583

RE: *Glover v. Mahrt*

Dear Mr. Fazio:

Thank you for contacting me about *Glover v. Mahrt* and the concerns Judge Hernandez has raised in the case. This is to confirm, per your request, that, if the settlement in the case was amended to provide \$44,000 to the Public Justice Foundation to advance California consumers' rights and protection from fraudulent and false advertising, we would gratefully accept those funds and use them for public education, advocacy and/or public interest litigation to achieve that goal. Such a contribution would be fully consistent with *cy pres* principles and the policies underlying CCP 384.

As you know, the Public Justice Foundation is a charitable, tax-exempt public interest organization dedicated to advancing consumers' rights and access to justice. I run the organization from our West Coast Office in Oakland. We are committed to ensuring that *cy pres* awards are used appropriately and have consistently been approved by courts for *cy pres* awards pursuant to CCP 384 and other federal and state laws.

If you have any questions or need any other information, please do not hesitate to contact me. Thank you again.

Sincerely,



Arthur H. Bryant
Executive Director

AHB:km

Public Justice Foundation

National Headquarters
1825 K Street NW, Suite 200
Washington, DC 20006
ph: 202-797-8600
fax: 202-232-7203

West Coast Office
555 12th Street, Suite 1230
Oakland, CA 94607
ph: 510-622-8150
fax: 510-622-8155

www.publicjustice.net

EXHIBIT 2

consumer action

Education and advocacy since 1971

www.consumer-action.org

PO Box 70037
Washington, DC 20024
202-544-3088

221 Main St, Suite 480
San Francisco, CA 94105
415-777-9648

523 W. Sixth St., Suite 722
Los Angeles, CA 90014
213-624-4631

Glover v. Mahrt, No. RG12650058 (Cal. Super. Ct., Alameda Cty.)
Presiding Judge: George C. Hernandez, Jr.
Court Address: Department 17
1221 Oak Street
Oakland, CA 94612

January 19, 2014

Dear Judge Hernandez,

Consumer Action has been a champion of underrepresented consumers in California since 1971. A non-profit 501(c)(3) organization, Consumer Action focuses on consumer education to help consumers protect themselves from scams, fraud and marketplace deceptions and to learn how to file complaints and seek redress if they are harmed by such practices. Consumer Action is a Gold-level GuideStar Exchange participant, demonstrating its commitment to transparency as a non-profit organization.

Consumer Action has a long history of consumer education and advocacy in California. Since our founding 43 years ago in a San Francisco church basement, the organization, with offices in San Francisco and Los Angeles, has provided consumer education materials in multiple languages, a free national hotline, a comprehensive website (www.consumer-action.org) and a consumer services guide. In California, close to 3,500 community and grassroots organizations benefit annually from the organization's extensive outreach programs, training materials and support.

Consumer Action is well known in this State as a source of consumer assistance. If Consumer Action were fortunate enough to be the recipient of a *cypres* award in *Glover v. Mahrt*, we would use these funds to continue our efforts to help California consumers with problems arising out of marketplace deception and false advertising (i.e., to prevent them from being harmed and/or to help them to act on their own behalf after the fact). We would employ the funds to support:

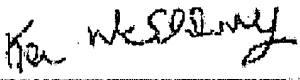
- Our multilingual consumer hotline, which helps consumers who have been harmed learn the best approach to take to resolve their problems. Currently, we provide assistance in Chinese, Spanish and English to roughly 700 consumers a month out of our SF and LA offices.
- Expansion of the frequently asked questions (FAQs) section of our website, which provides a wide range of information for consumers on their rights as well as the laws and regulations that protect them in the marketplace.

- Reach and distribution of our publication, "How to Complain", which spells out how to resolve consumer problems and provides sample letters. "How To Complain" also includes guidance for remedies through the legal system, government agencies and local consumer organizations.

The above resources, and much more, are part of our Help Desk. In addition, we would use funds from a *cy pres* award in *Glover v. Mahrt* to continue to update our online "Consumer Services Guide," which contains many California resources where residents of the state can find help with consumer problems.

Thank you for your interest in Consumer Action.

Sincerely,

A handwritten signature in black ink that reads "Ken McEldowney". The signature is written in a cursive style and is positioned above a horizontal line.

Ken McEldowney
Executive Director

EXHIBIT 3



October 8, 2013

RE: Sonoma Humane Society Hen Rescue Activities

The Sonoma Humane Society is a donor-supported safe haven for animals. 99% of all our revenues come either from donor support or fees for services. The only government support that we receive is generated through a small contract with the City of Sebastopol to provide animal sheltering services for their residents. We are not affiliated with, nor do we receive funding from, the Humane Society of the United States nor the American Society for the Prevention of Cruelty to Animals (ASPCA).

Each year we assist an average of 2,400 animals in need. Our guiding principle is that no effort is too great when a life is at stake. We maintain an impressive 97% live release rate for all the animals under our care. Of the animals that we help every year, approximately 300 are factory rescued hens.

Several times throughout the year, we will accept anywhere from 50-100 hens who have been rescued from slaughter. When "factory" hens reach about 2 years of age, their productivity begins to decline and at this point they are typically slaughtered. Our experience has taught us that well cared for hens can live an excellent quality of life into their teens. Rescued hens generally will also continue to lay eggs throughout most of their lives, just not at factory production rates.

Sonoma County has proven to be an excellent adoption community for these rescued hens. Advertising their availability for adoption through agriculture trade sources and also through the newspaper help us quickly find their new homes. We have experienced a strong demand for rescued hens and maintain a wait-list of potential adopters.

Our ability to place more of these hens depends solely on our resources. Currently we have no dedicated location for the hen adoption program. The hens are housed at a non-public location on Society property, and each day brought over in dog crates while they await adoption. This is not only labor intensive, but it is stressful on the hens. Being shuffled daily from one location to another is not ideal for the health of these hens.

If provided additional resources for hen rescue the Sonoma Humane Society could build a dedicated housing facility where the hens could spend their days and nights while they await adoption. It would also help to cover the costs for the daily veterinary and husbandry costs associated with caring for the hens pending their adoption. The adoption fee that we charge is \$10 and is meant to

ensure that the animals go to good homes; it does not cover the costs incurred by the organization for the feed and care for these animals. With more resources for hen rescue, we could save more of their lives while providing our community with healthy hens for adoption.

The Sonoma Humane Society is open 7-days-a-week. It would be my pleasure to offer you a personal tour of our facility. If you would like to arrange a visit, or have any questions that I can answer, please don't hesitate to contact me at 707-577-1901 or kicard@sonomahumane.org.

Sincerely,

A handwritten signature in cursive script that reads "Kiska Icard".

Kiska Icard
Executive Director

EXHIBIT 4

**ALDF Announces Settlement of False Advertising Lawsuit
Against Bay Area Egg Producer**

For immediate release:

[DATE]

Contact:

Lisa Franzetta: 707-795-2533, ext. 1015 (office); 415-203-5472 (mobile);

lfranzetta@aldf.org

Megan Backus: 707-795-2533, ext. 1010 (office); 707-479-7872 (mobile);

mbackus@aldf.org

OAKLAND, Calif.: The Cotati, Calif.-based national nonprofit Animal Legal Defense Fund (ALDF) announces the settlement of a false-advertising lawsuit against Defendant Steven Mahrt, doing business as Petaluma Farms and owner of Judy's Family Farm Organic Eggs ("Judy's Eggs"). The lawsuit alleges that imagery and statements used on Judy's Eggs packaging led consumers to mistakenly believe the eggs came from hens with significant outdoor access. The lawsuit also alleges that consumers bought Judy's Eggs because of these representations. Petaluma Farms has denied all allegations and has asserted several defenses.

After several months of litigation and extensive negotiations, the parties agreed to settle the lawsuit on an individual basis rather than as a class action. The settlement agreement provides consumers with most of the relief sought in the complaint such as a change to advertising practices.

As a result of the settlement, and without admitting wrongdoing, Petaluma Farms has (1) agreed to modify the packaging by removing the illustration of hens on a green field and removing the language that Plaintiff alleged could lead consumers to mistakenly believe the eggs come from hens with significant outdoor access, (2) obtained Certified Humane certification (which includes a minimum animal welfare requirements) without changes

to its facilities, (3) agreed to donate \$14,666.67 to Sonoma Humane Society for hen rescue efforts, \$14,666.67 to the Public Justice Foundation to provide assistance to the victims of consumer fraud and false advertising, and \$14,666.66 to Consumer Action to provide assistance to the victims of consumer fraud and false advertising. Petaluma Farms will also provide \$1,000 compensation to Plaintiff Glover in lieu of any recovery to which she would have been entitled had she prevailed in this action through class certification and trial, and pay some of the attorney fees Plaintiff's counsel incurred to prosecute this lawsuit.

This settlement and release of claims is limited to the individual parties to the lawsuit and does not bind any other Judy's Eggs purchasers who may have been members of the proposed class. Although the Certified Humane certification, changes to the Judy's Eggs advertising, and donations to the Sonoma Humane Society, Public Justice Foundation, and Consumer Action provide significant benefits to members of the proposed class and to the public at large, the release of claims does not extend to (and does not bind) members of the proposed class, who will retain all of their pre-existing legal rights.