

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is made and entered into as of the last signature date below (the “Effective Date”) by and between the National Grange of the Order of Patrons of Husbandry (the “National Grange”), the California State Grange, Kent Westwood, Lillian Booth, and Bob Clouse (the National Grange, the California State Grange, Westwood, Booth, and Clouse shall be referred to collectively as the “Grange”), on the one hand, and the California Guild, the Heartland Foundation, Robert McFarland, Kathy Bergeron, Takashi Yogi, John Luvaas, Damian Parr, Gerald Chernoff, and Bill Thomas (collectively, the “Guild” or the “Guild Parties”), on the other. The Grange and the Guild shall collectively be referred to as the “Parties”. A party to this Agreement may individually be referred to as a “Party”.

WHEREAS, the Grange has asserted certain claims against the California Guild, Robert McFarland, Kathy Bergeron, John Luvaas, Gerald Chernoff, Damian Parr, Bill Thomas, and Takashi Yogi in an action styled *The National Grange of the Order of Patrons of Husbandry, et al. v. The California State Grange, et al.*, No. 34-2012-00130439-CU-MC-GDS, pending in the Superior Court for the State of California in and for the County of Sacramento (the “*State Action*”).

WHEREAS, John Luvaas, Gerald Chernoff, Damian Parr, and Bill Thomas were dismissed from the *State Action* prior to execution of this Agreement;

WHEREAS, on November 16, 2015, in the *State Action*, the Court entered judgment in favor of the National Grange against the California Guild, Robert McFarland, Kathy Bergeron, and Takashi Yogi;

WHEREAS, the judgment in favor of the National Grange in the *State Action* was unanimously affirmed by the California Court of Appeal on November 30, 2017, and review of that decision was denied by the California Supreme Court on February 14, 2018;

WHEREAS, on April 26, 2018, in the *State Action*, the Court granted the California State Grange’s motion for summary judgment on its cross-complaint against the California Guild;

WHEREAS, on August 1, 2018, in the *State Action*, the Court-appointed receiver filed the Receiver’s Second Interim Inventory and Tracing Report, which found that the California Guild spent \$5,073,776.00 belonging to the California State Grange;

WHEREAS, the National Grange has asserted certain claims against the California Guild in an action styled *National Grange of the Order of Patrons of Husbandry v. California State Grange*, No. 2:14-cv-00676-WBS-DB in the United States District Court for the Eastern District of California (“*Grange I*”);

WHEREAS, on September 30, 2015, in *Grange I*, the Court entered final judgment and a permanent injunction in favor of the National Grange against the California Guild;

WHEREAS, on April 20, 2016, in *Grange I*, the Court awarded attorneys’ fees to the National Grange in the amount of \$144,715.70;

WHEREAS, the September 30, 2015, judgment and the April 20, 2016, order awarding attorneys' fees in favor of the National Grange in *Grange I* were affirmed by the Ninth Circuit on March 22, 2018;

WHEREAS, on April 17, 2018, in *Grange I*, the Court granted in part the National Grange's Motion to Re-Open Post-Judgment Proceedings and entered judgment in the amount of \$102,707.78 in favor of the National Grange against the California Guild;

WHEREAS, the California Guild has appealed the April 17, 2018, order in *Grange I* to the Ninth Circuit (Case No. 18-15897);

WHEREAS, the National Grange and the California State Grange have asserted certain claims against the California Guild and Robert McFarland in an action styled *National Grange of the Order of Patrons of Husbandry, et al. v. California Guild, et al.*, No. 2:16-cv-00201-WBS-DB in the United States District Court for the Eastern District of California ("*Grange II*");

WHEREAS, on August 13, 2018, in *Grange II*, the Court granted in part the National Grange's motion for summary judgment against the California Guild and Robert McFarland;

WHEREAS, the California Guild and Robert McFarland have appealed the August 13, 2018, order in *Grange II* to the Ninth Circuit (Case No. 18-16671);

WHEREAS, the California State Grange asserted certain claims against the Heartland Foundation in an action styled *California State Grange, et al. v. California Grange Foundation*, No. 34-2012-00130439-CU-MC-GDS, on appeal from the Superior Court for the State of California in and for the County of Sacramento (the "*Foundation Action*");

WHEREAS, on February 11, 2019, in the *Foundation Action*, the Court entered judgment in favor of the Heartland Foundation and dismissed all claims brought by the California State Grange;

WHEREAS, the California State Grange has filed a notice of appeal of the judgment in favor of the Heartland Foundation in the *Foundation Action* to the California Court of Appeal for the Third District (Court of Appeal No. C089549);

WHEREAS, the National Grange and the California State Grange have asserted certain claims against Robert McFarland in an action styled *The California State Grange, et al. v. Robert McFarland*, No. 34-2018-00227253-CU-FR-GDS, pending in the Superior Court for the State of California in and for the County of Sacramento (the "*McFarland Action*");

WHEREAS, the Parties desire to resolve amicably any and all disputes between them relating to the *State Action*, *Grange I*, *Grange II*, the *Foundation Action*, and the *McFarland Action*, and any loss related thereto (collectively, the "Lawsuits"), compromise and fully settle all claims between them, and set forth in this Agreement their mutual understanding and agreement with respect to their full and final compromise and settlement.

WHEREAS, the Parties have each received the advice of counsel in the preparation, drafting, and execution of this Agreement, which was negotiated at arm's length;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Consideration

In exchange for the releases set forth below in Paragraphs 3 and 4, as well as other valuable consideration including the dismissal of the Lawsuits with prejudice and without fees or costs to either side, and in full and final settlement, compromise, and satisfaction of the Lawsuits:

(a) the Guild shall pay or cause to be paid to the Grange the total sum of Three Million and Fifty Thousand Dollars and 00/100 (\$3,050,000.00) (the “Settlement Amount”) by two certified or bank checks, each in the amount of One Million Five Hundred Twenty-Five Thousand Dollars and 00/100 (\$1,525,000.00), the first to “National Grange of the Order of Patrons of Husbandry” and the second to “California State Grange”. The checks shall be delivered within fifteen (15) business days from the Effective Date of this Agreement to Schiff Hardin LLP at the following address:

Jeffrey D. Skinner
Schiff Hardin LLP
901 K Street NW, Suite 700
Washington, DC 20001

(b) the Guild agrees that, pursuant to the terms of the Stipulated Judgment to be entered in the *State Action* as set forth below, the California State Grange controls the California non-profit corporation (Secretary of State Entity No. C0210454) formed by the California State Grange in 1946 (the “1946 Corporation”) and currently called “California Guild”. The Guild shall not object to the filing by the California State Grange of an amendment or amendments to the articles of incorporation with the California Secretary of State to, among other things, change the name of the 1946 Corporation from “California Guild” to “California State Grange”. The Guild and its officers, shareholders, partners, principals, agents, assignees, beneficiaries, successors, licensees, distributors, proxies, alter egos, aliases, and all other persons acting in concert with the Guild, collectively or individually, agree that they shall not represent in any way that they, collectively or individually, are authorized to act on behalf of the 1946 Corporation, or represent in any way going forward that they, collectively or individually, were authorized to act on behalf of the 1946 corporation at any time after April 5, 2013, or represent in any way that they, collectively or individually, are successors to or otherwise entitled in any way to the history and goodwill of the 1946 Corporation. However, the Guild Parties are not prohibited from testifying in any legal proceeding that they were of the belief that they had the right to control the 1946 Corporation after April 5, 2013. Further, nothing shall prohibit the Guild Parties from using the name “The California Guild” after execution of this Agreement;

(c) the California State Grange shall file a new statement of information (Form SI-100) with the California Secretary of State naming officers selected by the California State Grange. This statement of information shall be placed in the mail to the California Secretary of

State within five (5) business days from the entry of the stipulated judgments as set forth below, and will not be contested, challenged, or amended by the Guild; and

(d) the Guild agrees to stipulate to the return to the California State Grange of certain documents presently held by the Sacramento Superior Court (Brown, J.) in the *State Action*.

2. Stipulated Judgments and Dismissal of Lawsuits

(a) within two (2) business days after the receipt by Schiff Hardin LLP of the Settlement Amount from the Guild, the Parties shall sign and the California State Grange, Kent Westwood, Lillian Booth, and Bob Clouse shall file in the *State Action* the Stipulated Judgment in the form attached hereto as **EXHIBIT A**;

(b) within two (2) business days after the full execution of this Agreement, the National Grange shall file in *Grange I* and *Grange II* the Notices of Settlement pursuant to Local Rule 160 attached hereto as **EXHIBIT B**;

(c) within two (2) business days after the receipt by Schiff Hardin LLP of the Settlement Amount from the Guild, the Parties shall sign and the National Grange shall file in *Grange I* the dismissal with prejudice attached hereto as **EXHIBIT C**;

(d) within two (2) business days after the receipt by Schiff Hardin LLP of the Settlement Amount from the Guild, the Parties will sign and the National Grange shall file in *Grange II* the Joint Stipulation for Entry of Final Judgment and Permanent Injunction and Stipulated Final Judgment and Permanent Injunction attached hereto as **EXHIBIT D**;

(e) within two (2) business days after the receipt by Schiff Hardin LLP of the Settlement Amount from the Guild, the Guild shall file motions to voluntarily dismiss the two appeals pending with the Ninth Circuit (Case Nos. 18-15897 and 18-16671) pursuant to Federal Rule of Appellate Procedure 42(b);

(f) within two (2) business days after the receipt by Schiff Hardin LLP of the Settlement Amount from the Guild, the California State Grange and the National Grange shall file in the *McFarland Action* the request for dismissal with prejudice attached hereto as **EXHIBIT E**;

(g) within two (2) business days after the receipt by Schiff Hardin LLP of the Settlement Amount from the Guild, the California State Grange shall file in the *Foundation Action* the abandonment of appeal attached hereto as **EXHIBIT F**.

The Guild agrees to follow the terms of the Stipulated Judgments to be entered in the *State Action* and *Grange II* as described above. To the extent the Grange believes either Stipulated Judgment is not being followed, the Grange will promptly notify the Guild through counsel of any alleged non-compliance. The Guild will have ten (10) calendar days to rectify the non-compliance prior to the Grange moving to enforce either Stipulated Judgment.

3. Grange Release of the Guild

Upon payment of the Settlement Amount and execution of the Stipulated Judgments in the *State Action* and *Grange II*, whichever is later, the Grange, for itself, as well as for any predecessors or successors in interest, employees, officers, directors, agents, representatives, and attorneys (the “Grange Releasers”), hereby releases, acquits, discharges, and acknowledges full accord, satisfaction, and settlement of any and all actions, causes of action, suits, claims, demands, liabilities, losses, fees, costs, and injuries whatsoever, in law, or equity, whether fixed or contingent, known or unknown, that were alleged, or that could have been alleged as of the date of entry of the Stipulated Judgments by any Grange Releaser against the Guild or any of its officers, directors, members, agents, and employees, or against Philadelphia Insurance Companies (including Philadelphia Indemnity Insurance Company), or against Krogh & Decker, LLP, Manning & Kass, Ellrod, Ramirez & Trester, LLP, and the Law Office of James Falcone. This release is intended to be interpreted as broadly as possible, and result in a complete and final release of all known and unknown claims. Any exceptions to this release must be expressly spelled out in this Agreement.

The Parties expressly acknowledge and agree that the above Grange release does not extend to any Subordinate Grange or Subordinate Guild real property, personal property, or funds (other than dues or donations that may have been paid to the California Guild prior to execution) held by the Guild, any Subordinate Grange, Subordinate Guild, or third party as of the Effective Date of this Agreement. The terms “Subordinate Grange” and “Subordinate Guild” shall mean and refer to any local or affiliated chapter of the Grange and/or Guild entities, who the Parties acknowledge and agree are not insureds under any of the Philadelphia Insurance Company policies that insure the Guild Parties.

The Grange further expressly releases the Guild, its officers, directors, agents, and employees, including but not limited to Robert McFarland and Philadelphia Insurance Companies (including Philadelphia Indemnity Insurance Company), for any and all claims that the Grange may have arising from actions and/or omissions that occurred during the time of the Guild’s and its representatives’ control of the 1946 Corporation. Such releases include all such actions and omissions up to the time of the Effective Date of this Agreement.

Except as set forth below, the Grange further accepts all responsibility and liability for any corporate obligations of the 1946 Corporation and expressly waives any such claims against Robert McFarland, the Guild and its representatives, and Philadelphia Insurance Companies (including Philadelphia Indemnity Insurance Company) for the same. The Parties expressly acknowledge and agree that the Grange shall not assume any responsibility, liability, or repayment obligation for the loan made by the Heartland Foundation to the California Guild in March 2017. The Grange agreement regarding the 1946 Corporation’s corporate obligations is expressly made based and contingent upon the representation and warranty by the Guild that to the best of its knowledge all corporate obligations in excess of \$1,000.00 incurred during the Guild’s and its representatives’ control of the 1946 Corporation have been disclosed in discovery in the *State Action*, *Grange I*, and/or *Grange II*, or in the Receiver’s Second Interim Inventory and Tracing Report filed in the *State Action*. As of the execution of this Agreement, the Guild Parties are unaware of any undisclosed corporate obligations of the 1946 Corporation in excess of \$1,000.00.

The Grange further expressly releases the Guild, its officers, directors, agents and employees, including but not limited to Robert McFarland and Philadelphia Insurance Companies (including Philadelphia Indemnity Insurance Company), for any and all potential claims regarding the California State Grange's control of the 1946 Corporation. The Grange hereby releases the Guild, its officers, directors, agents, and employees, including but not limited to Robert McFarland and Philadelphia Insurance Companies (including Philadelphia Indemnity Insurance Company), for any and all potential claims that the 1946 Corporation was controlled by an incorrect party or any other potential claims related to control of the 1946 Corporation.

The Grange retains its rights to sue any other person or entity not named in this Agreement, including but not limited to Boutin Jones, Inc. Notwithstanding anything contained herein, nothing in this Agreement is intended to, does, or shall be construed as releasing any claim the Grange may have against any other person or entity not named in this Agreement. Nothing in this Agreement is intended to, does, or shall be construed as impacting the rights of any third parties unless expressly stated so herein.

It is further agreed that this release does not apply to the Guild's obligations to the Grange under this Agreement.

The failure to pay the Settlement Amount and/or the failure to sign the Stipulated Judgments in the *State Action* and *Grange II* and the stipulated dismissal in *Grange I* or the failure to file any such judgment or dismissal to close any recited case shall give the non-breaching Party the right to enforce this Agreement. Any breach shall also give the Parties the right, *inter alia*, to pursue legal action against the other, which action may include, without limitation, claims for breach of this Agreement and the claims in the Lawsuits, as well as claims for any other loss or damage either Party may suffer as a result of said failure. Upon said failure, no Party shall be deemed by reason of such failure or any other provision of this Agreement to have released or waived any claims or defenses against any other Party, whether or not raised in the Lawsuits.

4. Guild Release of the Grange

The Guild, for itself, as well as for any predecessors or successors in interest, employees, officers, directors, members, agents, representatives, and attorneys (the "Guild Releasers"), hereby releases, acquits, discharges, and acknowledges full accord, satisfaction, and settlement of any and all actions, causes of action, suits, claims, demands, liabilities, and injuries whatsoever, in law, or equity, whether fixed or contingent, known or unknown, that were alleged, or that could have been alleged as of the date of entry of the Stipulated Judgments by any Guild Releaser against the Grange or any of its officers, directors, agents, employees, present or former insurers, or attorneys. This release does not apply to the Grange's obligations to the Guild under this Agreement. This release is intended to be interpreted as broadly as possible, and result in a complete and final release of all known and unknown claims. Any exceptions to this release must be expressly spelled out in this Agreement.

5. No Further Monetary Liability of the Guild Parties

The Parties acknowledge that Philadelphia Insurance Company, the insurer for the Guild Parties, has filed a declaratory relief action against the Guild Parties pursuant to the theory that it owes no defense or indemnity obligations for the claims giving rise to this Agreement. The Parties further acknowledge that Philadelphia Insurance Company has agreed to settle the claims under this Agreement by paying the sum of \$3,050,000.00, and dismiss its declaratory relief action, on the condition that the Guild Parties release Philadelphia Insurance Company from any and all further defense and indemnity obligations with respect to the claims arising from or related to this Agreement. Thus, without any further insurance coverage for the claims arising from or related to this Agreement, it is imperative to the Guild Parties that this Agreement fully and finally resolve all claims against the Guild Parties that are covered by the Grange Release of the Guild, and the Guild Parties would not enter into this Agreement if there was any risk whatsoever of any further monetary liability of the Guild Parties as to such claims. Thus, the Parties agree that the Guild Parties shall not, under any circumstance, be subject to any further monetary liability for the claims covered by the Grange Release beyond the \$3,050,000.00 to be paid pursuant to this Agreement. The stipulated judgments attached hereto as Exhibits A and D are entered into solely for the purpose of entering final judgment as to certain prior injunctive orders of the relevant Court and specific agreements reached by the Parties in this settlement, and do not and shall not expressly or impliedly create, or be used to create, any further monetary liability of the Guild Parties beyond the \$3,050,000.00 to be paid pursuant to this Agreement. To the extent there is a conflict between any term(s) set forth in the body of this Agreement as to the monetary liability of the Guild Parties and any term(s) set forth in the Exhibits attached hereto, the terms in the body of this Agreement shall control.

6. Representations and Warranties of the Parties

Each of Parties hereby represents and warrants as follows:

(a) Due Authorization. Each of the Parties has all requisite power and authority to execute, deliver and perform this Agreement, including, but not limited to the releases contained in Paragraphs 3 and 4.

(b) Binding Effect. Upon the full execution and delivery of this Agreement by each of the Parties, this Agreement shall be the legal, valid, and binding obligations of each of the Parties, enforceable against each Party in accordance with its terms.

7. Miscellaneous

(a) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, via facsimile transmission (with receipt confirmed), by a recognized overnight delivery service, or by registered or certified mail, postage prepaid, in each case to the Parties at the addresses and telecopy numbers set forth below (or to such other addresses and telecopy numbers as a Party may have specified by notice given to the other Parties pursuant to this Paragraph 6). Any notice that is addressed and mailed in the manner herein provided shall be deemed to have been duly given upon actual receipt. Rejection or other refusal to accept or the inability to deliver because

of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

If to the Grange:

Jeffrey D. Skinner
Schiff Hardin LLP
901 K Street NW, Suite 700
Washington, DC 20001
Tel: (202) 778-6400
Fax: (202) 778-6460

If to the Guild:

Derek C. Decker
Krogh & Decker, LLP
555 Capitol Mall, Suite 700
Sacramento, CA 95814
Tel: (916) 498-9000
Fax: (916) 498-9005

With a copy to:

Martin O'Leary and Brian D. Harrison
Clyde & Co LLP
101 Second Street, 24th Floor
San Francisco, CA 94105
martin.o'leary@clydeco.us; brian.harrison@clydeco.us

(b) Assignment; Successors; Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is the result of a settlement between the Parties to this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever and there are no third party beneficiaries to this Agreement. Similarly, nothing in this Agreement, express or implied, is intended to or shall impose upon any other person or entity any legal or equitable obligation or duty of any nature whatsoever.

(c) Advice of Counsel; Construction. The Parties acknowledge and represent that they have read this Agreement, that they have discussed it with their legal counsel or had an opportunity to discuss it with their legal counsel, that they understand it fully, and that they sign it voluntarily upon advice of counsel. The Parties acknowledge and agree that all of the Parties took part in the drafting of this Agreement and, in the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply to construe the language for or against any of the Parties to this Agreement.

(d) Governing Law. This Agreement shall be construed under, governed by, and enforced in accordance with the laws of the State of California, applied without regard to choice-of-law rules.

(e) Severability. To the fullest extent that they may effectively do so under applicable law, the Parties hereby waive any provision of law which renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. The Parties further agree that any provision of this Agreement, which, notwithstanding the preceding sentence, is rendered or held invalid, illegal, or unenforceable in any respect in any jurisdiction shall be ineffective, but such ineffectiveness shall not render invalid, illegal, or unenforceable this Agreement or any of the remaining provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. For ease of administration, this Agreement may be executed by facsimile or electronic signatures or counterparts. When all facsimile or electronic signatures have been collected, this Agreement shall be final and binding.

(g) Recitals. The recitals included herein are a substantive part of this Agreement and are incorporated herein.

(h) Entire Agreement; Amendment; Waiver; Captions. This Agreement constitutes the entire agreement, and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, among the Parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed by each of the Parties. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof. The captions in this Agreement are for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(i) Cooperation. The Parties agree to execute any further agreements, consents, or other documents which may be necessary to carry out the spirit and intent of this Agreement.

8. Intention of the Parties

It is the intention of the Parties in executing this Agreement that it shall be effective as a full and final accord and satisfactory release of each and every matter herein specifically or generally referred to, except for those matters expressly identified in Paragraphs 3 and 4 above. In furtherance of this intention, the Parties acknowledge that they have been made familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

The Parties waive and relinquish any rights and benefits which they have or may have under Section 1542 of the Civil Code of the State of California to the full extent that the Parties may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement. The Parties acknowledge that they may later discover facts in addition to or different from those which the Parties now know or believe to be true with respect to the subject matter of this Agreement, but it is the Parties' intention to fully and finally forever settle and release any and all matters, disputes, and differences, known and unknown, suspected and unsuspected, which now exist or may previously have existed as against the other. The releases given in this Agreement shall be and remain in effect as full and complete general releases notwithstanding discovery or existence of any such additional or different facts.

9. No Admission of Liability

Nothing contained in this Agreement shall be construed as an admission by any Party of any liability of any kind to the other Parties. Neither the execution nor the delivery of this Agreement by any Party is an admission of any wrongdoing or liability whatsoever on the part of any Party or Parties.

10. Related Actions, if any, Dismissed

The Parties represent and warrant that (a) he/she/it/they has/have not filed any complaints or charges against any of the Parties released herein with any local, state, or federal agency, court, or other administrative or enforcement agency except the Lawsuits; or (b) if any such complaint, charge, or action against any Party has been filed, it will be dismissed with prejudice within seven (7) days of the Effective Date. The Parties each further represent and warrant that they are unaware of any claims or potential claims that they have brought or may bring against any other Party other than those which are set forth in the Lawsuits or in this Agreement.

11. Waiver of Attorneys' Fees and Costs

The Parties to this Agreement waive any claims for attorneys' fees and costs, statutory or otherwise, related to the Lawsuits and any of the matters released herein. However, if any action is needed to enforce or interpret this Agreement, the prevailing Party or Parties as determined by a court in such enforcement proceeding or motion shall be entitled to his, her, its, or their attorneys' fees and costs expended by the enforcement or interpretation efforts.

12. Other Documents and Acts

Each Party hereto agrees to execute (with acknowledgment where necessary) and deliver all documents and instruments and to perform such further acts as may be necessary to carry out the agreements set forth herein. The Guild agrees to reasonably cooperate to remove any Guild Party from Secretary of State records for the 1946 Corporation.

13. Copy of Agreement

The Parties agree that a copy of this Agreement can be treated as an original for evidentiary purposes.

14. No Assignment

The Parties represent and warrant that they have not heretofore assigned or transferred (or purported to assign or transfer) to any person or entity all or any part of or any interest in any claim, contention, demand, or cause of action relating to any matter released hereby. Each Party agrees to indemnify and to hold harmless the Parties hereby released against any claim, contention, demand, cause of action, obligation, and liability of any nature, character, or description whatsoever, including the payment of reasonable attorneys' fees and costs, whether or not litigation is commenced, which may be based upon or which may arise out of or in connection with any such assignment or transfer or purported assignment or transfer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date(s) indicated below.

NATIONAL GRANGE OF THE ORDER OF PATRONS OF HUSBANDRY

Betsy E. Huber
By: Betsy Huber, Master

Date: 10/16/19

CALIFORNIA STATE GRANGE

Kent Westwood
By: Kent Westwood, Master

Date: 10/14/19

KENT WESTWOOD

Kent Westwood

Date: 10/14/19

LILLIAN BOOTH

Lillian Booth

Date: 10/14/19

BOB CLOUSE

Robert (Bob) Clouse

Date: 10/14/19

CALIFORNIA GUILD

Robert McFarland

By: Robert McFarland, President

Date: OCTOBER 11, 2019

HEARTLAND FOUNDATION

Thor Wade Bailey

By: Thor Wade Bailey, President

Date: OCTOBER 11 2019

ROBERT MCFARLAND

Robert McFarland

Date: OCTOBER 11, 2019

KATHY BERGERON

Date: _____

TAKASHI YOGI

Date: _____

CALIFORNIA GUILD

By: Robert McFarland, President

Date: _____

HEARTLAND FOUNDATION

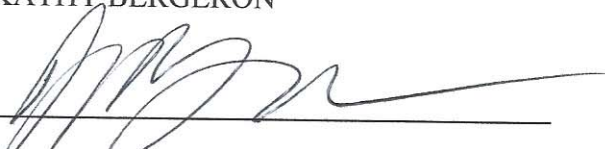
By: Thor Wade Bailey, President

Date: _____

ROBERT McFARLAND

Date: _____

KATHY BERGERON



Date: 10-11-12

TAKASHI YOGI

Date: _____

CALIFORNIA GUILD

By: Robert McFarland, President

Date: _____

HEARTLAND FOUNDATION

By: Thor Wade Bailey, President

Date: _____

ROBERT McFARLAND

Date: _____

KATHY BERGERON


Date: _____

TAKASHI YOGI

Takashi Yogi

Date: 10/11/2019

JOHN LUVAAS



Date: 10/17/19

GERALD CHERNOFF

Date: _____

DAMIAN PARR

Date: _____

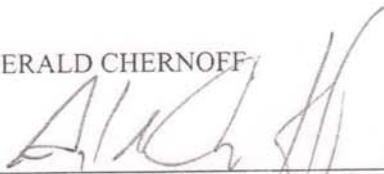
BILL THOMAS

Date: _____

JOHN LUVAAS

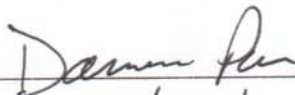
Date: _____

GERALD CHERNOFF



Date: 10/14/2019

DAMIAN PARR



Date: 10/18/19

BILL THOMAS

Date: _____

JOHN LUVAAS

Date: _____

GERALD CHERNOFF

Date: _____

DAMIAN PARR

Date: _____

BILL THOMAS

William C. Thomas

Date: 10-17-19

EXHIBIT A

1 Jeffrey D. Skinner (Bar No. 239214)
SCHIFF HARDIN LLP
2 901 K Street NW, Suite 700
Washington, DC 20001
3 Telephone: (202) 778-6400
Facsimile: (202) 778-6460

4 *Attorney for Plaintiff-in-Intervention and Cross-
5 Plaintiff California State Grange and Plaintiffs-in-
6 Intervention Kent Westwood, Lillian Booth, and Bob
Clouse*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SACRAMENTO—UNLIMITED JURISDICTION

9 THE NATIONAL GRANGE OF THE ORDER
OF PATRONS OF HUSBANDRY, a
10 Washington, D.C. nonprofit corporation,

11 Plaintiff,

12 CALIFORNIA STATE GRANGE, a California
nonprofit corporation, and ED KOMSKI,

13 Plaintiffs-in-Intervention,

14 v.

15 THE CALIFORNIA STATE GRANGE, a
California nonprofit corporation, and ROBERT
McFARLAND, JOHN LUVAAS, GERALD
16 CHERNOFF, DAMIAN PARR, TAKASHI
YOGI, KATHY BERGERON, and BILL
THOMAS,

17 Defendants.

18 THE CALIFORNIA STATE GRANGE, a
California nonprofit corporation,

19 Cross-Plaintiff,

20 v.

21 THE CALIFORNIA GUILD, an entity of
unknown form,

22 Cross-Defendant.

23 Consolidated with:

24 CALIFORNIA STATE GRANGE, a California
nonprofit corporation,

25 Plaintiff,

26 v.

27 THE GRANGE OF THE STATE OF
CALIFORNIA'S ORDER OF PATRONS OF
HUSBANDRY, CHARTERED, a California
Corporation, ED KOMSKI, an individual,
LILLIAN BOOTH, an individual, and DOES 1
through 10, inclusive,

28 Defendants.

Case No. 34-2012-00130439 (Consolidated
with Butte County Case No. 163389)

STIPULATED JUDGMENT

Dept: 53

Judge: Hon. David I. Brown

Complaint Filed: October 1, 2012

Complaint-in-Intervention Filed:
November 7, 2014

Cross-Complaint Filed: August 25, 2016

1 Plaintiff-in-Intervention and Cross-Plaintiff California State Grange; Plaintiffs-in-
2 Intervention Kent Westwood, Lillian Booth, and Bob Clouse; and Defendants California Guild,
3 Robert McFarland, Kathy Bergeron, and Takashi Yogi have compromised on all of the matters in
4 dispute between them, and hereby stipulate to judgment in the above-captioned action as follows:

5 1) final judgment is entered in favor of the California State Grange, Kent Westwood,
6 Lillian Booth, and Bob Clouse;

7 2) the California State Grange headquarters property bounded by U Street, V Street, and
8 Stockton Boulevard in Sacramento belongs to the California State Grange;

9 3) the balance of the Wells Fargo operating account (number XXXXXX8503) on April
10 5, 2013, was \$96,026.79 and was and is property of the California State Grange;

11 4) the balance of the Morgan Stanley restricted account (number XXX-XXX375-010)
12 on April 5, 2013, was \$328,993.53 and was and is property of the California State Grange;

13 5) the balance of the Morgan Stanley asset management account (number XXX-
14 XXX374-010) on April 5, 2013, was \$2,818,367.21 and was and is administered by the California
15 State Grange;

16 6) the California Guild wrongfully retained control of the funds in the Wells Fargo and
17 Morgan Stanley accounts after April 5, 2013;

18 7) the receivables due on April 5, 2013, for the loans made to Big Valley Grange #680;
19 Chico Grange #486; Corralitos Grange #487; Coyote Grange #487; Honey Lake Valley Grange
20 #825; Meadow Vista Grange #721; Rutherford Grange #371; and San Luis Obispo Grange #639
21 were and are property of the California State Grange;

22 8) the California State Grange is the only entity entitled to collect the remaining
23 receivables on the loans made to Big Valley Grange #680; Chico Grange #486; Corralitos Grange
24 #487; Coyote Grange #487; Honey Lake Valley Grange #825; Meadow Vista Grange #721;
25 Rutherford Grange #371; and San Luis Obispo Grange #639;

26 9) Defendants McFarland, Bergeron, Yogi, and the other officers of the California Guild
27 are not directors or officers of the California non-profit corporation (Secretary of State Entity No.
28

1 C0210454) formed by the California State Grange in 1946 (the “1946 Corporation”), and may not
2 represent or otherwise act on behalf of the 1946 Corporation;

3 10) Plaintiffs-in-Intervention Westwood, Booth, and Clouse and the other duly elected
4 and installed officers of the California State Grange are authorized to serve as the directors of the
5 1946 Corporation;

6 11) the Certificates of Amendment of Articles of Incorporation of the 1946 Corporation
7 filed by the California Guild on June 1, 2016; October 10, 2018; and February 20, 2019 are null and
8 void and the California Secretary of State is ordered to remove those filings from its records;

9 12) the California State Grange shall file an amendment or amendments to the articles of
10 incorporation for the 1946 Corporation with the California Secretary of State to restore the
11 provisions changed by the California Guild in the filings referenced in Paragraph 11 above;

12 13) the California State Grange shall file any documents necessary with other
13 governmental entities to accurately reflect the status of the 1946 Corporation;

14 14) Defendants, collectively and individually, and the California Guild’s officers,
15 shareholders, partners, principals, agents, assignees, beneficiaries, successors, licensees, distributors,
16 proxies, alter egos, aliases and all other persons acting in concert with Defendants collectively or
17 individually are permanently enjoined from filing any further documents for the 1946 Corporation
18 with the California Secretary of State or any other governmental entity, or from representing in any
19 way after the filing of this Judgment that they, collectively or individually, are authorized to act on
20 behalf of the 1946 Corporation, or from representing in any way that they, collectively or
21 individually, were authorized to act on behalf of the 1946 Corporation at any time after April 5,
22 2013, or from representing in any way that they, collectively or individually, are successors to or
23 otherwise entitled in any way to the history and goodwill of the 1946 Corporation. However, the
24 Guild Parties are not prohibited from testifying in any legal proceeding that they were of the belief
25 that they had the right to control the 1946 Corporation after April 5, 2013;

26 15) all pending claims asserted in the above-captioned action are dismissed with
27 prejudice, the parties having reached full and final settlement and agreement, including but not
28 limited to settlement of all claims and damages relating to the real property and accounts identified

1 above, and this Stipulated Judgment is being entered into by the parties in order to issue final
2 judgment as to certain prior orders of this Court and stipulations reached by the parties in settlement;

3 16) various documents transmitted to the Court by receiver Robert C. Greeley, currently
4 held by Department 53 of the Court, shall forthwith be released to the California State Grange, and
5 the California Guild disclaims any and all interest in and to said documents;

6 17) all parties shall bear their own attorneys' fees and costs; and

7 18) this Court shall retain jurisdiction over this matter for the purpose of enforcing the
8 terms of this Stipulated Judgment, with the understanding that all claims, issues, damages, and fees
9 relating to the real property, accounts, and funds set forth above have been fully and finally settled.

10 SO ORDERED, ADJUDGED, and DECREED.

11
12 Dated: _____
13 Hon. David I. Brown
14 Judge of the Superior Court

15 SEEN AND APPROVED AS TO FORM:

16 SCHIFF HARDIN LLP

17
18 Dated: _____ By: _____
19 Jeffrey D. Skinner

20 *Attorney for Plaintiff-in-Intervention and Cross-*
21 *Plaintiff California State Grange and Plaintiffs-in-*
22 *Intervention Kent Westwood, Lillian Booth, and Bob*
23 *Clouse*

24 KROGH & DECKER, LLP

25 Dated: Oct 21, 2019 By: 
26 Derek C. Decker

27 *Attorney for Defendant and Cross-Defendant*
28 *California Guild and Defendants Robert McFarland,*
Kathy Bergeron, and Takashi Yogi

EXHIBIT B

1 MARTIN N. JENSEN (SBN 232231)
THOMAS L. RIORDAN (SBN 104827)

2 **PORTER SCOTT**
350 University Ave., Suite 200
3 Sacramento, CA 95825
Telephone: 916.929.1481
4 Facsimile: 916.927.3706
Email: mjensen@porterscott.com
5 Email: triordan@porterscott.com

6 JAMES L. BIKOFF (*Pro Hac Vice*)
BRUCE A. McDONALD (*Pro Hac Vice*)
7 HOLLY B. LANCE (*Pro Hac Vice*)
SMITH, GAMBRELL & RUSSELL LLP
8 1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007
9 Telephone: 202.263.4341
Facsimile: 202.263.4329
10 Email: jbkoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
11 Email: hlance@sgrlaw.com

12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 THE NATIONAL GRANGE OF THE
16 ORDER OF PATRONS OF HUSBANDRY,

17 Plaintiff,

18 v.

19 CALIFORNIA GUILD, formerly doing
business as "California State Grange,"

20 Defendant.
21

Case No. 2:14-cv-00676-WBS-DB

The Honorable William B. Shubb

NOTICE OF SETTLEMENT

22
23 **TO THE HONORABLE COURT AND ALL PARTIES OF RECORD:**

24 **PLEASE TAKE NOTICE** that Plaintiff the National Grange of the Order of Patrons of
25 Husbandry hereby submits this Notice of Settlement pursuant to Local Rule 160 to notify the
26 Court that the above-captioned matter has settled.
27
28

1 The parties anticipate that the performance of the terms of the settlement agreement will
2 be completed within fifteen (15) business days of the date of this notice, at which time the parties
3 shall file a Joint Stipulation for Entry of Final Judgment and Permanent Injunction.

4
5 Respectfully submitted,

6 **NATIONAL GRANGE OF THE ORDER OF PATRONS OF**
7 **HUSBANDRY**

8 By: /s/ James L. Bikoff
9 JAMES L. BIKOFF (*Pro Hac Vice*)
10 BRUCE A. McDONALD (*Pro Hac Vice*)
11 HOLLY B. LANCE (*Pro Hac Vice*)
12 **SMITH, GAMBRELL & RUSSELL LLP**
13 1055 Thomas Jefferson Street, N.W., Suite 400
14 Washington, D.C. 20007
Telephone: 202.263.4341
Facsimile: 202.263.4329
Email: jlbikoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
Email: hlance@sgrlaw.com

15 Date: _____, 2019

16
17 **CERTIFICATE OF SERVICE**

18 The undersigned hereby certifies that on _____, 2019, I electronically filed
19 the foregoing NOTICE OF SETTLEMENT with the Clerk of the Court, using the CM/ECF
20 system, which will automatically send email notifications of such filing to all counsel who have
21 entered an appearance in this action.

22
23 /s/ James L. Bikoff
24 James L. Bikoff
25 Attorney

1 MARTIN N. JENSEN (SBN 232231)
THOMAS L. RIORDAN (SBN 104827)

2 **PORTER SCOTT**
350 University Ave., Suite 200
3 Sacramento, CA 95825
Telephone: 916.929.1481
4 Facsimile: 916.927.3706
Email: mjensen@porterscott.com
5 Email: triordan@porterscott.com

6 JAMES L. BIKOFF (*Pro Hac Vice*)
BRUCE A. McDONALD (*Pro Hac Vice*)
7 HOLLY B. LANCE (*Pro Hac Vice*)
SMITH, GAMBRELL & RUSSELL LLP
8 1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007
9 Telephone: 202.263.4341
Facsimile: 202.263.4329
10 Email: jlbikoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
11 Email: hlance@sgrlaw.com

12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 THE NATIONAL GRANGE OF THE
16 ORDER OF PATRONS OF HUSBANDRY,

17 Plaintiff,

18 v.

19 CALIFORNIA GUILD, formerly doing
20 business as "California State Grange," and
21 ROBERT McFARLAND,

22 Defendants.

Case No. 2:16-cv-00201-WBS-DB

NOTICE OF SETTLEMENT

The Honorable William B. Shubb

23
24 **TO THE HONORABLE COURT AND ALL PARTIES OF RECORD:**

25 **PLEASE TAKE NOTICE** that Plaintiff the National Grange of the Order of Patrons of
26 Husbandry hereby submits this Notice of Settlement pursuant to Local Rule 160 to notify the
27 Court that the above-captioned matter has settled.
28

1 The parties anticipate that the performance of the terms of the settlement agreement will
2 be completed within fifteen (15) business days of the date of this notice, at which time the parties
3 shall file a Joint Stipulation for Entry of Final Judgment and Permanent Injunction.

4 Respectfully submitted,

5 **NATIONAL GRANGE OF THE ORDER OF**
6 **PATRONS OF HUSBANDRY**

7 By: /s/ James L. Bikoff

JAMES L. BIKOFF (*Pro Hac Vice*)

BRUCE A. McDONALD (*Pro Hac Vice*)

HOLLY B. LANCE (*Pro Hac Vice*)

SMITH, GAMBRELL & RUSSELL LLP

1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007

Telephone: 202.263.4341

Facsimile: 202.263.4329

Email: jbikoff@sgrlaw.com

Email: bmcdonald@sgrlaw.com

Email: hlance@sgrlaw.com

14 Date: _____, 2019

17 **CERTIFICATE OF SERVICE**

18 The undersigned hereby certifies that on _____, 2019, I electronically filed
19 the foregoing NOTICE OF SETTLEMENT with the Clerk of the Court, using the CM/ECF
20 system, which will automatically send email notifications of such filing to all counsel who have
21 entered an appearance in this action.

22 /s/ James L. Bikoff

23 James L. Bikoff

24 Attorney

EXHIBIT C

1 MARTIN N. JENSEN (SBN 232231)
THOMAS L. RIORDAN (SBN 104827)

2 **PORTER SCOTT**
350 University Ave., Suite 200
3 Sacramento, CA 95825
Telephone: 916.929.1481
4 Facsimile: 916.927.3706
Email: mjensen@porterscott.com
5 Email: triordan@porterscott.com

6 JAMES L. BIKOFF (*Pro Hac Vice*)
BRUCE A. McDONALD (*Pro Hac Vice*)
7 HOLLY B. LANCE (*Pro Hac Vice*)
SMITH, GAMBRELL & RUSSELL LLP
8 1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007
9 Telephone: 202.263.4341
Facsimile: 202.263.4329
10 Email: jlbikoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
11 Email: hlance@sgrlaw.com

12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 THE NATIONAL GRANGE OF THE
16 ORDER OF PATRONS OF HUSBANDRY,

17 Plaintiff,

18 v.

19 CALIFORNIA GUILD, formerly doing
business as "California State Grange,"

20 Defendant.
21
22

Case No. 2:14-cv-00676-WBS-DB

The Honorable William B. Shubb

**STIPULATED REQUEST FOR
DISMISSAL OF ACTION**

23 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and Local Rule 160, Plaintiff
24 the National Grange of the Order of Patrons of Husbandry and Defendant California Guild hereby
25 stipulate that this action shall be dismissed in its entirety with prejudice, with each side bearing its
26 own fees and costs.
27
28

1 Respectfully submitted,

2 **NATIONAL GRANGE OF THE ORDER**
3 **OF PATRONS OF HUSBANDRY**

CALIFORNIA GUILD

4
5 By: /s/ James L. Bikoff

By: 

6 James L. Bikoff, *Pro Hac Vice*
7 Bruce A. McDonald, *Pro Hac Vice*
8 Holly B. Lance, *Pro Hac Vice*
9 **SMITH, GAMBRELL & RUSSELL LLP**
10 1055 Thomas Jefferson St., N.W., Ste. 400
11 Washington, DC 20007
12 Telephone: (202) 263-4341
13 Facsimile: (202) 263-4329
14 Email: jbikoff@sgrlaw.com
15 bmcdonald@sgrlaw.com
16 hlance@sgrlaw.com

Mark E. Ellis (SBN 127159)
ELLIS LAW GROUP LLP
1425 River Park Drive, Suite 400
Sacramento, CA 95815
Telephone: (916) 283-8820
Los Angeles, CA 90017-3012
Telephone: (213) 624-6900
Facsimile: (916) 283-8821
Email: mellis@ellislawgrp.com

Attorney for Defendant

13 Martin N. Jensen (SBN 232231)
14 Thomas L. Riordan (SBN 104827)
15 PORTER SCOTT
16 350 University Ave., Suite 200
17 Sacramento, CA 95825
18 Telephone: (916) 929-1481
19 Facsimile: (916) 927-3706
20 Email: mjensen@porterscott.com
21 triordan@porterscott.com

Attorneys for Plaintiff

22 **CERTIFICATE OF SERVICE**

23 The undersigned hereby certifies that on [DATE], I electronically filed the foregoing
24 STIPULATED REQUEST FOR DISMISSAL OF ACTION with the Clerk of the Court, using the
25 CM/ECF system, which will automatically send email notifications of such filing to all counsel
26 who have entered an appearance in this action.

27 /s/ James L. Bikoff
James L. Bikoff
Attorney

1 MARTIN N. JENSEN (SBN 232231)
THOMAS L. RIORDAN (SBN 104827)

2 **PORTER SCOTT**
350 University Ave., Suite 200
3 Sacramento, CA 95825
Telephone: 916.929.1481
4 Facsimile: 916.927.3706
Email: mjensen@porterscott.com
5 Email: triordan@porterscott.com

6 JAMES L. BIKOFF (*Pro Hac Vice*)
BRUCE A. McDONALD (*Pro Hac Vice*)
7 HOLLY B. LANCE (*Pro Hac Vice*)
SMITH, GAMBRELL & RUSSELL LLP
8 1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007
9 Telephone: 202.263.4341
Facsimile: 202.263.4329
10 Email: jbkoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
11 Email: hlance@sgrlaw.com

12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 THE NATIONAL GRANGE OF THE
16 ORDER OF PATRONS OF HUSBANDRY,

17 Plaintiff,

18 v.

19 CALIFORNIA GUILD, formerly doing
business as "California State Grange,"

20 Defendant.
21
22

Case No. 2:14-cv-00676-WBS-DB

The Honorable William B. Shubb

**[PROPOSED] ORDER
GRANTING STIPULATED REQUEST FOR
DISMISSAL OF ACTION**

23 Pursuant to the stipulation of Plaintiff the National Grange of the Order of Patrons of
24 Husbandry and Defendant California Guild, IT IS HEREBY ORDERED that the above-captioned
25 matter shall be dismissed in its entirety, with prejudice, each party to bear its own fees and costs.
26
27
28

1 IT IS SO ORDERED.

2

3 _____
Date

_____ UNITED STATES DISTRICT JUDGE

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT D

1 MARTIN N. JENSEN (SBN 232231)
THOMAS L. RIORDAN (SBN 104827)

2 **PORTER SCOTT**
350 University Ave., Suite 200
3 Sacramento, CA 95825
Telephone: 916.929.1481
4 Facsimile: 916.927.3706
Email: mjensen@porterscott.com
5 Email: triordan@porterscott.com

6 JAMES L. BIKOFF (*Pro Hac Vice*)
BRUCE A. McDONALD (*Pro Hac Vice*)
7 HOLLY B. LANCE (*Pro Hac Vice*)
SMITH, GAMBRELL & RUSSELL LLP
8 1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007
9 Telephone: 202.263.4341
Facsimile: 202.263.4329
10 Email: jlbikoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
11 Email: hlance@sgrlaw.com

12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 THE NATIONAL GRANGE OF THE
16 ORDER OF PATRONS OF HUSBANDRY,

17 Plaintiff,

18 v.

19 CALIFORNIA GUILD, formerly doing
20 business as "California State Grange," and
ROBERT McFARLAND,

21 Defendants.
22

Case No. 2:16-cv-00201-WBS-DB

**NOTICE OF SETTLEMENT AND JOINT
STIPULATION OF SETTLEMENT**

The Honorable William B. Shubb

23
24 Plaintiff the National Grange of the Order of Patrons of Husbandry and Defendants
25 California Guild and Robert McFarland have compromised on all of the matters in dispute
26 between them, and hereby stipulate and agree as follows:

27 1. The Stipulated Final Judgment and Permanent Injunction (the "Judgment"), a true
28 and correct copy of which is attached hereto, may be entered in the above-captioned matter.

1 Martin N. Jensen (SBN 232231)
2 Thomas L. Riordan (SBN 104827)
3 PORTER SCOTT
4 350 University Ave., Suite 200
5 Sacramento, CA 95825
6 Telephone: (916) 929-1481
7 Facsimile: (916) 927-3706
8 Email: mjensen@porterscott.com
9 triordan@porterscott.com

10 *Attorneys for Plaintiff*

Mark E. Ellis (SBN 127159)
ELLIS LAW GROUP LLP
1425 River Park Drive, Suite 400
Sacramento, CA 95815
Telephone: (916) 283-8820
Facsimile: (916) 283-8821
Email: mellis@ellislawgrp.com

Attorneys for Defendants

OK
M. Ellis
10/11/19

11 **CERTIFICATE OF SERVICE**

12 The undersigned hereby certifies that on [DATE], I electronically filed the foregoing
13 JOINT STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT
14 INJUNCTION with the Clerk of the Court, using the CM/ECF system, which will automatically
15 send email notifications of such filing to all counsel who have entered an appearance in this
16 action.

17 _____
18 /s/ James L. Bikoff
19 James L. Bikoff
20 Attorney

1 MARTIN N. JENSEN (SBN 232231)
THOMAS L. RIORDAN (SBN 104827)

2 **PORTER SCOTT**
350 University Ave., Suite 200
3 Sacramento, CA 95825
Telephone: 916.929.1481
4 Facsimile: 916.927.3706
Email: mjensen@porterscott.com
5 Email: triordan@porterscott.com

6 JAMES L. BIKOFF (*Pro Hac Vice*)
BRUCE A. McDONALD (*Pro Hac Vice*)
7 HOLLY B. LANCE (*Pro Hac Vice*)
SMITH, GAMBRELL & RUSSELL LLP
8 1055 Thomas Jefferson Street, N.W., Suite 400
Washington, D.C. 20007
9 Telephone: 202.263.4341
Facsimile: 202.263.4329
10 Email: jbkoff@sgrlaw.com
Email: bmcdonald@sgrlaw.com
11 Email: hlance@sgrlaw.com

12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 THE NATIONAL GRANGE OF THE
16 ORDER OF PATRONS OF HUSBANDRY

17 Plaintiff,

18 v.

19 CALIFORNIA GUILD, formerly doing
20 business as "California State Grange," and
21 ROBERT McFARLAND,

22 Defendants.

Case No. 2:16-cv-00201-WBS-DB

**STIPULATED FINAL JUDGMENT AND
PERMANENT INJUNCTION**

The Honorable William B. Shubb

23
24 Plaintiff the National Grange of the Order of Patrons of Husbandry (the "National
25 Grange") and Defendants California Guild and Robert McFarland (together, "Defendants"), by
26 and through their undersigned counsel, having entered into a settlement agreement, hereby
27 consent to the Court's entry of a final judgment providing for a final, permanent injunction
28 against Defendants and declaratory relief in favor of the National Grange, as follows:

1 IT IS HEREBY ORDERED that:

2 (1) Final judgment is entered in favor of the National Grange and against Defendants,
3 individually and collectively, on the National Grange’s claims for false designation of origin,
4 federal false advertisement, California false advertisement, trademark infringement, and
5 copyright infringement.

6 (2) The National Grange’s chartered California division, the California State Grange,
7 is the exclusive authorized representative of the California State Grange.

8 (3) Defendants, collectively and individually, and their officers, shareholders,
9 partners, principals, agents, assignees, beneficiaries, successors, licensees, distributors, attorneys,
10 proxies, alter egos, aliases, and all other persons acting in concert with Defendants collectively or
11 individually, are permanently enjoined from:

- 12 a. using “CSG,” “Granger,” and other trademarks, service marks, trade names, acronyms,
13 abbreviations, logos, trade dress, Internet domain names, or advertising keywords that are
14 confusingly similar to the National Grange or California State Grange’s registered and
15 unregistered trademarks and trade dress;
- 16 b. representing or asserting that they are affiliated or connected with, the successors to, or
17 the authorized representatives of, the California State Grange, or the local California
18 Granges in any advertising, promotion, and commercial or official communications;
- 19 c. referencing the history and goodwill of the California State Grange or their past
20 association with the California State Grange in any advertising, promotion and
21 commercial or official communications;
- 22 d. appropriating, disposing, or dissipating assets and accounts held in the name of, or
23 belonging to, the California State Grange, or the local California Granges;
- 24 e. making any false representations to the California Granges about the National Grange or
25 California State Grange’s services or encouraging members to “disaffiliate” from the
26 National Grange or California State Grange;
- 27 f. interfering in the contractual relations between the California Granges and the California
28 State Grange or the National Grange;

- 1 g. exercising functions within the exclusive authority of the California State Grange
2 including but not necessarily limited to the collection of Grange dues; disposition of assets
3 owned by the California State Grange, writing and cashing checks on the account of the
4 California State Grange; reorganization of local California Granges; and induction of new
5 Grange members and installation of Grange officers;
- 6 h. distributing records, copies, recordings, histories or descriptions of past or present events
7 sponsored, authorized, endorsed, or approved by the National Grange or California State
8 Grange in a manner that is likely to cause confusion, mistake or deception about the
9 sponsorship, authorization, endorsement or approval of such events; and
- 10 i. reproducing, distributing, or preparing derivative works based on the copyrighted works
11 of the National Grange or California State Grange.

12 (4) Defendants, collectively and individually, and their officers, shareholders,
13 partners, principals, agents, assignees, beneficiaries, successors, licensees, distributors, attorneys,
14 proxies, alter egos, aliases, and all other persons acting in concert with defendants, are ordered to:

- 15 a. return to the California State Grange any proprietary Grange regalia in their possession;
16 and
- 17 b. disconnect all telephone numbers used by Defendants that were ever registered to the
18 California State Grange; and refrain from further use of such telephone numbers in any
19 business, commercial, or official communications.

20 (5) The California Secretary of State is directed to recognize the National Grange and
21 the California State Grange as the exclusive representatives of the California State Grange for all
22 purposes relevant to the registration, ownership, and responsibility of such corporate entities.

23
24 IT IS FURTHER ORDERED THAT:

25 (1) Plaintiff's remaining claims for a calculation and award of damages are voluntarily
26 dismissed with prejudice, with no fees or costs as to any party, except as specifically provided in
27 the parties' settlement agreement.

28

1 (2) This Court shall retain jurisdiction over this matter for the purpose of enforcing the
2 terms of the Final Judgment, with the understanding that all issues, claims, damages and fees
3 relating to the litigation have been fully and finally resolved pursuant to a separate written
4 settlement agreement.

5 Finding that there is no just reason for delay, the Court orders that this Final Judgment shall
6 constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Clerk
7 of the Court is directed to enter this Final Order and Judgment on the docket forthwith.

8 IT IS SO ORDERED.

9
10 _____
Date

UNITED STATES DISTRICT JUDGE

11 Submitted and consented to by:

12 **NATIONAL GRANGE OF THE ORDER**
13 **OF PATRONS OF HUSBANDRY**

CALIFORNIA GUILD and ROBERT
McFARLAND

14 By: /s/ James L. Bikoff

14 By: 

15 James L. Bikoff, *Pro Hac Vice*
16 Bruce A. McDonald, *Pro Hac Vice*
17 Holly B. Lance, *Pro Hac Vice*
18 **SMITH, GAMBRELL & RUSSELL LLP**
19 1055 Thomas Jefferson St., N.W., Ste. 400
20 Washington, DC 20007
21 Telephone: (202) 263-4341
22 Facsimile: (202) 263-4329
23 Email: jbikoff@sgrlaw.com
24 bmcdonald@sgrlaw.com
25 hlance@sgrlaw.com

15 Anthony Ellrod (SBN 136574)
16 Jenifer C. Wallis (SBN 303343)
17 **MANNING & KASS**
18 **ELLROD, RAMIREZ, TRESTER LLP**
19 801 South Figueroa St., 15th Floor
20 Los Angeles, CA 90017-3012
21 Telephone: (213) 624-6900
22 Facsimile: (213) 624-6999
23 Email: aje@manningllp.com
24 jcw@manningllp.com

22 Martin N. Jensen (SBN 232231)
23 Thomas L. Riordan (SBN 104827)
24 **PORTER SCOTT**
25 350 University Ave., Suite 200
26 Sacramento, CA 95825
27 Telephone: (916) 929-1481
28 Facsimile: (916) 927-3706
Email: mjensen@porterscott.com
triordan@porterscott.com

22 Mark E. Ellis (SBN 127159)
23 **ELLIS LAW GROUP LLP**
24 1425 River Park Drive, Suite 400
25 Sacramento, CA 95815
26 Telephone: (916) 283-8820
27 Facsimile: (916) 283-8821
28 Email: mellis@ellislawgrp.com

Attorneys for Defendants

Attorneys for Plaintiff

1 (2) This Court shall retain jurisdiction over this matter for the purpose of enforcing the
2 terms of the Final Judgment, with the understanding that all issues, claims, damages and fees
3 relating to the litigation have been fully and finally resolved pursuant to a separate written
4 settlement agreement.

5 Finding that there is no just reason for delay, the Court orders that this Final Judgment shall
6 constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Clerk
7 of the Court is directed to enter this Final Order and Judgment on the docket forthwith.

8 IT IS SO ORDERED.

9
10 _____
Date

UNITED STATES DISTRICT JUDGE

11 Submitted and consented to by:

12 **NATIONAL GRANGE OF THE ORDER**
13 **OF PATRONS OF HUSBANDRY**

CALIFORNIA GUILD and ROBERT
McFARLAND

14 By: /s/ James L. Bikoff

By: _____

15 James L. Bikoff, *Pro Hac Vice*
16 Bruce A. McDonald, *Pro Hac Vice*
17 Holly B. Lance, *Pro Hac Vice*
18 **SMITH, GAMBRELL & RUSSELL LLP**
19 1055 Thomas Jefferson St., N.W., Ste. 400
20 Washington, DC 20007
21 Telephone: (202) 263-4341
22 Facsimile: (202) 263-4329
23 Email: jbikoff@sgrlaw.com
24 bmcDonald@sgrlaw.com
25 hlance@sgrlaw.com

Anthony Ellrod (SBN 136574)
Jenifer C. Wallis (SBN 303343)
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
801 South Figueroa St., 15th Floor
Los Angeles, CA 90017-3012
Telephone: (213) 624-6900
Facsimile: (213) 624-6999
Email: aje@manningllp.com
jcw@manningllp.com

22 Martin N. Jensen (SBN 232231)
23 Thomas L. Riordan (SBN 104827)
24 PORTER SCOTT
25 350 University Ave., Suite 200
26 Sacramento, CA 95825
27 Telephone: (916) 929-1481
28 Facsimile: (916) 927-3706
Email: mjensen@porterscott.com
triordan@porterscott.com

Mark E. Ellis (SBN 127159)
ELLIS LAW GROUP LLP
1425 River Park Drive, Suite 400
Sacramento, CA 95815
Telephone: (916) 283-8820
Facsimile: (916) 283-8821
Email: mellis@ellislawgrp.com

Attorneys for Defendants

Attorneys for Plaintiff

Handwritten signature and date: 10/11/19

EXHIBIT E

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 122155 NAME: Mark A. Serlin FIRM NAME: Serlin & Whiteford, LLP STREET ADDRESS: 700 E Street CITY: Sacramento STATE: CA ZIP CODE: 95814 TELEPHONE NO.: (916) 446-0790 FAX NO.: (916) 446-0791 E-MAIL ADDRESS: ms@swllplaw.com ATTORNEY FOR (Name): Plaintiff California State Grange	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: 720 9th Street CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse	
Plaintiff/Petitioner: California State Grange & National Grange Defendant/Respondent: Robert McFarland	
REQUEST FOR DISMISSAL	CASE NUMBER: 34-2018-00227253-CU-FR-GDS

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
- a. (1) With prejudice (2) Without prejudice
 - b. (1) Complaint (2) Petition
 - (3) Cross-complaint filed by (name): _____ on (date): _____
 - (4) Cross-complaint filed by (name): _____ on (date): _____
 - (5) Entire action of all parties and all causes of action
 - (6) Other (specify):* Each party to bear its own attorneys' fees and costs
2. (Complete in all cases except family law cases.)
 The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: _____
 Mark A. Serlin _____
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY) (SIGNATURE)

Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: _____
 Martin N. Jensen (for Pl.-in-Intervention National Grange) _____
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY) (SIGNATURE)

Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. Dismissal entered as requested on (date): _____

5. Dismissal entered on (date): _____ as to only (name): _____

6. Dismissal **not entered** as requested for the following reasons (specify): _____

7. a. Attorney or party without attorney notified on (date): _____
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to be conformed means to return conformed copy

Date: _____ Clerk, by _____, Deputy

Plaintiff/Petitioner: California State Grange & National Grange Defendant/Respondent: Robert McFarland	CASE NUMBER: 34-2018-00227253-CU-FR-GDS
---	--

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. not recovering anything of value by this action.
 - b. recovering less than \$10,000 in value by this action.
 - c. recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

 (TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

▶ _____
 (SIGNATURE)

EXHIBIT F

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 239214 NAME: Jeffrey D. Skinner FIRM NAME: Schiff Hardin LLP STREET ADDRESS: 901 K Street NW, Suite 700 CITY: Washington STATE: DC ZIP CODE: 20001 TELEPHONE NO.: (202) 778-6400 FAX NO.: (202) 778-6460 E-MAIL ADDRESS: js Skinner@schiffhardin.com ATTORNEY FOR (name): Plaintiff/Appellant California State Grange	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street MAILING ADDRESS: 720 9th Street CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse	
PLAINTIFF/PETITIONER: California State Grange DEFENDANT/RESPONDENT: California Grange Foundation	COURT OF APPEAL CASE NUMBER: C089549
ABANDONMENT OF APPEAL (UNLIMITED CIVIL CASE)	SUPERIOR COURT CASE NUMBER: 34-2016-00192665-CU-MC-GDS

The undersigned appellant hereby abandons the appeal filed on (date): May 14, 2019 in the above-entitled action.

Date:

Jeffrey D. Skinner
 (TYPE OR PRINT NAME)



(SIGNATURE OF APPELLANT OR ATTORNEY)

NOTE: File this form in the superior court if the record has not yet been filed in the Court of Appeal. If the record has already been filed in the Court of Appeal, you cannot use this form; you must file a request for dismissal in the Court of Appeal. You can use form APP-007 to file a request for dismissal in the Court of Appeal. A copy of this form must also be served on the other party or parties to this appeal, and proof of service filed with this form. You may use an applicable Judicial Council form (such as APP-009 or APP-009E) for the proof of service. When this document has been completed and a copy served, the original may then be filed with the court with proof of service.