

# **Exhibit A**

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF GEORGIA  
ALBANY DIVISION**

TRAVIS TAYLOR, TERRY BARROWS, AND  
LAYTON FERRELL DUKE,

Plaintiffs,

v.

WHITE OAK PASTURES, INC.,

Defendants.

Civil Action No.:  
1:15-CV-00156 LAG

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF GEORGIA  
ALBANY DIVISION**

PAUL ALLEN, DOMONIC BANKS, MORTON  
BRIMBERRY, BRANDON BROOKINS, GARY  
COLLIER, ISAAC DUNCAN, KASEY FARRIS,  
BRANDON GEORGE, GILBERT  
GIANCATERINO, DEONTAY GRIER, MARCO  
GRIER, LAMAR GUDDES, ARMANDO  
GUTIERREZ, TRON HENDERSON,  
DOMINIQUE HUDSON, JERMAINE JOHNSON,  
STEVEN JONES, TIMOTHY JONES, MARTHA  
REVILLA LARA, TREBBIE LEE, CODY  
MILBURN, RAKIM MOORE, NATHANIEL  
MOORE JR., HECTOR CHAVEZ PALMA,  
RONALD PITTS, FREDERICK POITIER,  
ANDRE PONDER, RAHEEM SPARROW,  
WILLIAM BRANDON TEMPLES,  
MARGARITO VARGAS, and EDDIE WESLEY,

Plaintiffs,

v.

WHITE OAK PASTURES, INC.,

Defendant.

CIVIL ACTION FILE No.  
1:20-cv-00060-LAG

**REVISED SETTLEMENT AGREEMENT  
AND LIMITED RELEASE**

Plaintiffs TRAVIS TAYLOR, TERRY BARROWS, AND LAYTON FERRELL DUKE (Hereinafter the “Taylor Plaintiffs”) and PAUL ALLEN, DOMONIC BANKS, MORTON BRIMBERRY, BRANDON BROOKINS, GARY COLLIER, ISAAC DUNCAN, KASEY FARRIS, BRANDON GEORGE, GILBERT GIANCATERINO, DEONTAY GRIER, MARCO GRIER, LAMAR GUDES, ARMANDO GUTIERREZ, TRON HENDERSON, DOMINIQUE HUDSON, JERMAINE JOHNSON, STEVEN JONES, TIMOTHY JONES, MARTHA REVILLA LARA, TREBBIE LEE, CODY MILBURN, RAKIM MOORE, NATHANIEL MOORE JR., HECTOR CHAVEZ PALMA, RONALD PITTS, FREDERICK POITIER, ANDRE PONDER, RAHEEM SPARROW, WILLIAM BRANDON TEMPLES, MARGARITO VARGAS, and EDDIE WESLEY, (hereinafter the “Allen Plaintiffs”), and Defendant White Oak Pastures, Inc. enter into this Revised Settlement Agreement and Limited Release and agree as follows:

**A. DEFINITIONS**

1. Actions or Litigations means the cases of, *Travis Taylor, et al. v. White Oaks Pastures, Inc.*, Civil Action No. 1:15-CV-00156 LAG (“Taylor Case”) and *Paul Allen, et al. v. White Oaks Pastures, Inc.*, Civil Action File No. 1:20-cv-00060-LAG (“Allen Case”).
2. Court means the United States District Court for the Middle District of Georgia, Albany Division.
3. Fair Labor Standards Act or FLSA means the Fair Labor Standards Act, 29 U.S.C. §§ 201 – 219, as amended by the Portal-to-Portal Act, *id.* §§ 251 – 62 (FLSA).
4. White Oak Pastures, Inc., Company, or Defendant means: (i) White Oaks Pastures, Inc. and its former and present parents, subsidiaries, related companies, partnerships, joint ventures, or other affiliates; and (ii) with respect to each of these, their predecessors and successors; and (iii) with respect to each entity, all past and current officers,

directors, employees, partners, shareholders, attorneys, assigns, and agents, and any other successors, assigns, or legal representatives.

5. The Taylor Plaintiffs means the plaintiffs in the Taylor Case: TRAVIS TAYLOR, TERRY BARROWS, AND LAYTON FERRELL DUKE.

6. The Allen Plaintiffs means the plaintiffs in the Allen Case: PAUL ALLEN, DOMONIC BANKS, MORTON BRIMBERRY, BRANDON BROOKINS, GARY COLLIER, ISAAC DUNCAN, KASEY FARRIS, BRANDON GEORGE, GILBERT GIANCATERINO, DEONTAY GRIER, MARCO GRIER, LAMAR GUEDES, ARMANDO GUTIERREZ, TRON HENDERSON, DOMINIQUE HUDSON, JERMAINE JOHNSON, STEVEN JONES, TIMOTHY JONES, MARTHA REVILLA LARA, TREBBIE LEE, CODY MILBURN, RAKIM MOORE, NATHANIEL MOORE JR., HECTOR CHAVEZ PALMA, RONALD PITTS, FREDERICK POITIER, ANDRE PONDER, RAHEEM SPARROW, WILLIAM BRANDON TEMPLES, MARGARITO VARGAS, AND EDDIE WESLEY.

7. Plaintiffs means both the Taylor Plaintiffs and the Allen Plaintiffs.

8. Parties means the Taylor Plaintiffs, the Allen Plaintiffs and White Oak Pastures, Inc.

9. Plaintiffs' Counsel means the law firm of JF Beasley, LLC and DeLong, Caldwell, Bridgers, Fitzpatrick & Benjamin LLC and includes, but is not limited to, John F. Beasley, Jr. and Mitchell D. Benjamin, who represent all of the Taylor Plaintiffs and Allen Plaintiffs.

10. Release(s) means a limited release agreement (a copy of which is attached as Exhibit B) that each of the Taylor Plaintiffs and Allen Plaintiffs must sign: (i) releasing White Oak Pastures and its employees, agents, and owners, from any and all liability

for wage and hour violations under the Fair Labor Standards Act; and (ii) as a condition of receiving their portion of the Gross Settlement Payment (as defined below).

11. Released FLSA Claims means all claims, known or unknown, that have been, could have been, or could be asserted against White Oak Pastures under the Fair Labor Standards Act (“FLSA”) as of the date of execution of the Limited Release by or on behalf of one or more of the Taylor Plaintiffs and/or the Allen Plaintiffs.

**B. BENEFITS**

12. Gross Settlement Payment to Plaintiffs. In exchange for a release of all FLSA claims against it (as described in Section C below), White Oak Pastures will pay an aggregate gross amount of up to one hundred thousand dollars (\$100,000.00) to the Plaintiffs. This Gross Settlement Payment will be apportioned to each of the Taylor Plaintiffs and Allen Plaintiffs as set forth in the attached Settlement Apportionment Sheet. None of the Plaintiffs shall be entitled to receive any amount greater than the amount allocated to him/her on the Settlement Apportionment Sheet. After the Court issues an Order granting approval of the settlement, each of the Taylor Plaintiffs and Allen Plaintiffs shall have sixty (60) days to provide counsel for White Oak Pastures with a signed Limited Release Agreement and a completed IRS Form W-4 in order to receive a portion of the Gross Settlement Payment. On or before seventieth (70<sup>th</sup>) day from the date of the Court’s Order granting approval of the settlement, White Oak Pastures shall pay the apportioned amounts of the Gross Settlement Payment in accordance with the Settlement Allocation Sheet attached hereto as Exhibit “A” to each Plaintiff who timely provided an executed Limited Release Agreement and completed IRS Form W-4. Such payment will include all wages, damages, penalties, liquidated damages, interest, and any other amounts allegedly payable or owed to the individual Plaintiff by White

Oaks Pastures, Inc. under this Agreement. The Gross Settlement Payment will be subject to reduction for White Oak Pastures failure to timely receive any release as set forth in Section C.21 below.

13. Consideration. The Taylor Plaintiffs and the Allen Plaintiffs agree that the Gross Settlement Payment constitutes good, valid, and sufficient consideration for this Agreement.

14. Apportionment of Gross Settlement Payment. Plaintiffs' Counsel have determined and apportioned the individual settlement payments that each of the Taylor Plaintiffs and the Allen Plaintiffs will receive from the Gross Settlement Payment. Said apportionment is set forth in the Settlement Apportionment Sheet attached hereto as Exhibit "A." Plaintiffs' Counsel will include this apportionment in the Parties' Joint Motion for Consolidation and Settlement Approval.

15. Taxes. The Parties recognize that the individual settlement payments include sums for alleged wages and interest/liquidated damages. White Oak Pastures will issue two (2) checks for each of the Taylor Plaintiffs and Allen Plaintiffs who are entitled to receive a portion of the Gross Settlement Payment. The Parties agree that one of the two checks to an individual Plaintiff will consist of fifty percent (50%) of the payment to that Plaintiff and will be deemed wages subject to withholding obligations and W-2 reporting. Therefore, normal payroll taxes and withholdings will be deducted from this portion of each individual settlement payment, pursuant to state and federal law. The Parties agree that the second check will consist of the remaining fifty percent (50%) and will be deemed liquidated damages and not subject to withholdings. For this second payment, White Oak Pastures will issue to each individual Taylor Plaintiff and Allen Plaintiff an IRS Form 1099 for that portion of their

payments. White Oak Pastures may stop payment on any checks that are uncashed or returned as undeliverable after six (6) months. Plaintiffs agree and acknowledge that they, and they alone, are responsible for the payment of all taxes, if any, owed on any of the payments hereunder, excepting only the amounts withheld by White Oak Pastures.

16. Employer's Payroll Taxes. In addition to the Gross Settlement Payment, White Oak Pastures will pay the employer's share of all applicable payroll taxes on amounts paid to the Taylor Plaintiffs and Allen Plaintiffs as wages.

17. Attorneys' Fees and Costs. In addition to the Gross Settlement Amount and subject to Section 24 of this Agreement, White Oak Pastures will pay Plaintiffs' Counsel the gross amount of \$127,500.00 in attorneys' fees for all fees, expenses, and costs incurred in connection with the claims of the Taylor Plaintiffs and Allen Plaintiffs in accordance with 29 U.S.C. § 216(b). This amount will be paid in five (5) equal monthly installments beginning seventy (70) days after the Court's approval of the settlement; provided, however, that the final payment shall not be paid or owed until the Taylor and Allen Cases have been dismissed with prejudice. In the event that White Oak fails to make any monthly installment required by this paragraph, within ten (10) days of the date it is due, evidenced by the post mark of the mailing envelope or other postal evidence of mailing or delivery, Plaintiffs' Counsel shall be immediately entitled to receive the entire amount remaining to be paid under this Agreement. A late payment in one month of less than ten business days shall not excuse the obligation to make timely subsequent payments required under this paragraph.

18. Mediator Fees. White Oak shall, along with its first attorney's fees installment, reimburse Plaintiffs' share of the mediator fees in the amount of \$4,275.00 by check made out to Plaintiffs' counsel JF Beasley, LLC.

19. Procedure for a Plaintiff to Reject the Settlement. If a Plaintiff elects to reject the settlement terms set forth in this agreement, that Plaintiff shall file an objection with the Court and motion to sever his/her claim from the remaining claims in the cases. Such an objection and motion to sever will be untimely if not filed within sixty (60) days of the date on which the Court approves the settlement agreement. If such motion to sever is granted, then that Plaintiff's claim may proceed independently as set forth hereinbelow. If such motion is denied, then that Plaintiff will be entitled only to that portion of the Settlement as reflected in the Settlement Allocation Sheet if that Plaintiff provides counsel for White Oak Pastures with a signed Limited Release Agreement and a completed IRS Form W-4 within thirty (30) days of an Order denying a motion to sever, and his/her claim will be dismissed with prejudice along with the claims of the other Plaintiffs.

**C. RELEASE OF CLAIMS**

20. Limited Release of Claims. Upon the Court's entry of an Order approving of this settlement, as described in Section D.2 below, each of the Taylor Plaintiffs and Allen Plaintiffs will sign a Limited Release in the form of Exhibit "B." Each of the Taylor Plaintiffs and Allen Plaintiffs will finally and forever be barred from seeking relief on the Released FLSA Claims once the Court's Order is entered and after payment is fully made. A scanned in copy or facsimile of the signed Limited Release shall be acceptable as an original.

21. Releases Required. In exchange for the benefits provided to the Taylor Plaintiffs and Allen Plaintiffs under this settlement, the Taylor Plaintiffs and Allen Plaintiffs agree to sign Limited Releases in the form of Exhibit B, which will release White Oak Pastures from liability on all Released FLSA Claims. Plaintiffs' Counsel must provide these executed Limited Releases to White Oak Pastures' counsel within sixty (60) days after the Court's Order



approving this settlement. It is agreed that White Oak Pastures will not make any payments to a Plaintiff unless and until that Plaintiff provides the signed Limited Release and completed W4 Form. If, after sixty (60) days from the date the Court approves the settlement, no release is provided by a particular Plaintiff and no objection to the settlement or motion to sever his/her claim is filed, the Gross Settlement Payment set forth in Section B.1 will be reduced by the amount that was allocated (via the attached Settlement Apportionment Sheet) to that particular Plaintiff and that individual's claim will be dismissed for abandonment and want of prosecution. No payment shall be denied to any Taylor Plaintiff or Allen Plaintiff who has provided a signed Limited Release and completed W4 Form on the basis that any other Taylor Plaintiff or Allen Plaintiff has not provided a signed Limited Release unless White Oak Pastures elects to rescind the Settlement Agreement pursuant to Section C.23.

22. Form of Limited Release. The Limited Release (in the form attached as Exhibit "B") will indicate the portion of the Gross Settlement Payment to which the particular Taylor Plaintiff or Allen Plaintiff will be entitled if he or she signs the Limited Release. The Limited Release will also indicate White Oak Pastures' right to rescind the settlement, as described in Section C.23 below.

23. Right to Rescind Settlement. If the Court fails to approve this Settlement Agreement in its entirety or if either (a) any number of the Allen Plaintiffs who together represent more than fifteen (15) percent of the Gross Settlement Payment based on their allocation in the attached Settlement Apportionment Sheet, or (b) any of the Taylor Plaintiffs, object to the Settlement as provided in Section B.19 above, then at its option White Oak Pastures may rescind this Agreement within seventy (70) days from the date of the Court's Order. If a Plaintiff does not timely object and file a motion to sever and does not sign the

Limited Release, that Plaintiff's claim shall be dismissed for abandonment and want of prosecution pursuant to paragraph 21. The amount of the Settlement proceeds which would have been paid to that Plaintiff under this Agreement shall not count towards the 15% of the Gross Settlement Proceeds necessary in order for White Oak Pastures to rescind this Agreement. If White Oak Pastures rescinds, then: (i) its obligations under this Agreement will cease to have any force and effect; (ii) the Agreement will be vacated, rescinded, canceled, and annulled; (iii) the Parties will return to the status quo ante as if they had not entered into this Agreement; (iv) the settlement and all negotiations and proceedings related to the settlement shall be without prejudice to the Parties' rights; and (v) all evidence of the settlement, negotiations, and proceedings will be inadmissible and will not be discoverable. White Oak Pastures may exercise its right to rescind the settlement by filing a Notice of Rescinding Settlement with the Court.

24. Right to Maintain Settlement Agreement with Less than 100% Plaintiff Participation. White Oak Pastures may elect to continue with the settlement despite the existence of conditions which would allow it to rescind the settlement. If White Oak Pastures elects to maintain the settlement under such circumstances, the claims of all Plaintiffs who participated in the settlement shall be dismissed with prejudice. The status of claims of any Plaintiffs who do not participate in the settlement because of a filed objection and motion to sever shall be determined by the Court at a hearing on said objection and motion. Plaintiffs' Counsel agrees that if a Plaintiff's claim is severed and remains pending and White Oak does not rescind the settlement under this subsection, Plaintiffs' Counsel shall not be entitled to recover attorney fees for work on such claim(s) in an amount greater than four thousand, one hundred and thirteen dollars (\$4,113) (such amount being the attorney fee settlement amount

divided by the total number of Plaintiffs), which amount shall be deducted from the final payment of attorneys' fees.

**D. SETTLEMENT ADMINISTRATION**

25. Duty of Cooperation. The Parties agree to cooperate in obtaining expeditious final approval of this Settlement.

26. Motion for Consolidation and Settlement Approval. The Parties will file with the Court a Joint Motion for Consolidation and Settlement Approval along with a Proposed Order which consolidates the Taylor and Allen cases for purposes of settlement only and approves the settlement. Said motion shall be filed promptly upon execution of this Agreement. The Proposed Order will reflect consolidation for purposes of settlement only and an approval of the settlement. By agreeing to consolidation for purposes of settlement only the Parties are not representing or in any way suggesting that the claims by Plaintiffs in either the Taylor or the Allen cases should be consolidated for purposes other than settlement or certified as a collective action. The Parties further agree that nothing in this Agreement, the Joint Motion for Consolidation and Settlement Approval, or the Proposed Order shall be construed as an indication or used as evidence to support the consolidation, joinder, or certification of a collective action of any of the claims raised in either the Taylor or Allen cases. The Proposed Order will also adjudge the terms to be fair, reasonable, and adequate, direct consummation of its terms and provisions, and provide for a dismissal of the Action on the merits, with prejudice, in accordance with the terms of this Agreement. In addition, the Proposed Order will also declare that any and all Taylor Plaintiffs and Allen Plaintiffs who retain or accept the settlement payment under this Settlement are bound by the Limited Release attached as Exhibit B. The Court will reserve jurisdiction over the construction, interpretation, implementation,

and enforcement of the Parties' settlement and over the administration and distribution of individual settlement amounts.

27. Information for Settlement Distribution. Plaintiffs' Counsel have prepared the Settlement Apportionment Sheet that lists the amount of all payments to be made to each of the Taylor Plaintiffs and Allen Plaintiffs, which Sheet is attached hereto as Exhibit A and will be filed with the Joint Motion for Consolidation and Settlement Approval.

28. Diligence in Finding Any Taylor Plaintiffs and Allen Plaintiffs. Plaintiffs' Counsel will use their own records as well as standard devices, including LEXIS, the National Change-of-Address database or their equivalent, to obtain addresses or forwarding addresses for mailing Limited Releases to the Taylor Plaintiffs and Allen Plaintiffs, and will provide this information to White Oak Pastures for use in administering the settlement and for tax reporting purposes. The Parties and their counsel will take all reasonable and appropriate steps to maximize the probability that all Taylor Plaintiffs and Allen Plaintiffs receive the Limited Release.

29. Enforcing Deadlines. Plaintiffs' Counsel will use their best efforts to enforce the deadlines for the Taylor Plaintiffs and Allen Plaintiffs to submit their Limited Releases.

30. Distributing Settlement Payment. Subject to the terms of this Agreement, White Oak Pastures will mail all settlement checks payable as part of the Gross Settlement Payment (which Payment will be reduced based on any Taylor Plaintiff and Allen Plaintiff who fails to timely sign a Limited Release) to Plaintiffs' Counsel.

31. Inquiries or Communications from Taylor Plaintiffs and Allen Plaintiffs.

The Parties agree to cooperate to resolve any post-settlement inquiries or communications from any of the Taylor Plaintiffs and Allen Plaintiffs.

32. Altering Dates. Upon written agreement and with Court approval, the

Parties may alter the above dates or time periods.

**E. PROMISES**

33. No Admission. Nothing contained in this Agreement or in any other

document related to the settlement will be construed as or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of White Oak Pastures. Each of the Parties has entered into this settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

34. Waiver of Appeals. The parties agree to waive all appeals.

**F. MISCELLANEOUS**

35. Authority. The signatories represent that they are fully authorized to

enter into this Agreement and bind the parties to these terms and conditions.

36. Entire Agreement. This Agreement contains the entire agreement

between the Parties relating to the settlement and to this Agreement, and all prior or contemporaneous agreements, understandings, representations, or statements, whether oral or written and whether by a Party or a Party's counsel, are merged into this Agreement.

37. Mutual Full Cooperation. The Parties agree to fully cooperate with each

other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best efforts, including all

efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel will, with the assistance and cooperation of White Oak Pastures and its counsel, take all necessary steps to secure the Court's approval of the Parties' settlement.

38. Notices. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given will be in writing and will be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

To any of the Taylor Plaintiffs or Allen Plaintiffs:

John F. Beasley, Jr.  
JF Beasley, LLC  
31 North Main Street  
Watkinsville, GA 30677

Mitchell D. Benjamin  
DeLong, Caldwell, Bridgers, Fitzpatrick &  
Benjamin LLC  
101 Marietta Street, N, Suite  
2650  
Atlanta, GA 30303

To the Defendant White Oak Pastures:

Warren R. Hall, Jr.  
Hall, Gilligan, Roberts  
& Shanlever LLP  
3340 Peachtree Road, Suite 1900  
Atlanta, GA 30326

39. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms-length negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

40. Construction of Captions and Interpretations. Paragraph titles or captions in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital, except for those defined in Section A.

41. No Modification and Waiver. This Agreement may not be changed, altered, or modified except in writing and signed by the parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

42. Binding on Assigns. This Agreement, and all obligations imposed by it, will be binding upon and all benefits of the Agreement will inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

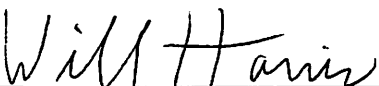
43. Plaintiff Signatories. It is agreed that because the number of Allen Plaintiffs are so large, it is impractical to have each Allen Plaintiff execute this Agreement. The Limited Release will advise each Taylor Plaintiff and Allen Plaintiff of the binding nature of the Limited Release, and this will have the same force and effect as if this Agreement were executed by each Taylor Plaintiff and Allen Plaintiff.

44. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Agreement, which will be binding upon and effective as to all parties, subject to Court

approval. A facsimile or scanned copy of a signature of a Party to this Agreement shall be as acceptable as an original.

45. Governing Law. Except to the extent governed by federal law, this Agreement will be governed by the statutes and common law of Georgia, excluding any law that mandates the use of another jurisdiction's laws.

Executed this 28 day of January, 2021.

  
On behalf of White Oaks Pastures, Inc.

Will Harris  
Print Name



Executed this 29<sup>th</sup> day of January, 2021.

W. R. Hall, Jr.

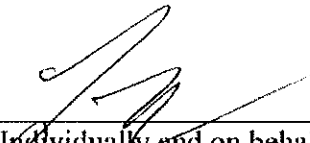


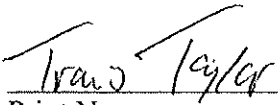
Counsel for White Oaks Pastures, Inc.

Warren R. Hall, Jr.


Print Name

Executed this 28 day of January, 2021.

  
\_\_\_\_\_  
Individually and on behalf of Named Plaintiffs in  
Taylor v. White Oak Pastures

  
\_\_\_\_\_  
Print Name

Executed this 28 day of January, 2021.

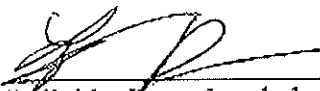


Individually and on behalf of Named Plaintiffs in  
Taylor v. White Oak Pastures

Terry E Barrows Jr

\_\_\_\_\_  
Print Name

Executed this 5 day of January, 2021.

A handwritten signature in black ink, appearing to be "J. P.", written over a horizontal line.

Individually and on behalf of Named Plaintiffs in  
Taylor v. White Oak Pastures

The name "Layton Duke" written in a cursive, handwritten style in black ink, positioned above a horizontal line.

Print Name

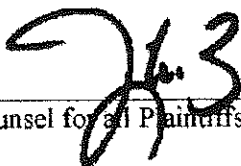
Executed this \_\_\_\_ day of January, 2021.

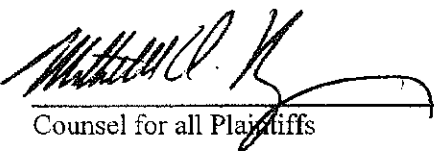
Individually and on behalf of Plaintiffs in Paul  
Allen et al. v. White Oaks Pastures, Inc.

William Brandon Temples  
Print Name

*William Brandon Temples* 1-28-21

Executed this 27 day of January, 2021.

  
\_\_\_\_\_  
Counsel for all Plaintiffs  
\_\_\_\_\_  
John F. Beasley, Jr.  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Counsel for all Plaintiffs  
\_\_\_\_\_  
Mitchell D. Benjamin  
\_\_\_\_\_  
Print Name

**EXHIBIT “A”****SETTLEMENT APPORTIONMENT**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Settlement Amount</u></b>
Duke	Layton Ferrell	\$16,172.88
Barrows Jr.	Terry E. (aka Jay)	\$14,393.28
Temples	William Brandon	\$10,965.29
Palma	Hector Chavez	\$8,715.04
Vargas	Margarito	\$6,007.61
Lee	Trebbie L.	\$5,824.55
Taylor	Travis A.	\$5,000.23
Milburn	Cody	\$4,685.48
Moore, Jr	Nathaniel	\$3,764.78
Lara	Martha A. Revilla	\$3,170.75
George	Brandon	\$2,900.09
Henderson	Tron	\$2,705.86
Brimberry	Morton	\$2,324.86
Hudson	Dominique	\$1,437.16
Johnson	Jermaine	\$1,388.15
Gutierrez	Armando	\$1,320.89
Wesley	Eddie	\$1,268.98
Allen	Paul	\$1,044.88
Giancaterino	Gilbert	\$884.32
Jones	Steven	\$840.44
Grier	Marco	\$602.74
Duncan	Isaac	\$522.56
Banks	Domonic	\$453.24
Poitier	Frederick	\$438.02
Moore	Rakim	\$426.80
Sparrow	Raheem	\$399.83
Gudes	Lamar	\$388.52
Collier	Gary	\$374.40
Grier	Deontay	\$345.28
Jones	Timothy	\$325.60
Brookins	Brandon	\$255.96
Farris	Kasey	\$236.20
Pitts	Ronald	\$224.27
Ponder	Andre	\$191.07

**EXHIBIT "B"**

**LIMITED RELEASE**

I, \_\_\_\_\_, in consideration for the amount of \$ \_\_\_\_\_ and pursuant to the terms of the Revised Settlement Agreement and Limited Release by and among the Plaintiffs in *Travis Taylor, et al. v. White Oaks Pastures, Inc.*, Civil Action File No. 1:15-CV-00156 LAG and *Paul Allen, et al. v. White Oaks Pastures, Inc.*, Civil Action File No. 1:20-cv-00060-LAG. and White Oaks Pastures, Inc. ("Revised Settlement Agreement"), hereby voluntarily agree to forever release White Oaks Pastures, Inc. (as defined in the Revised Settlement Agreement), from all manner of actions or causes of actions, suits, proceedings (whether civil, administrative or otherwise), debts, sums of money, accounts, controversies, damages, judgments, executions, liabilities, claims, demands, costs or expenses pertaining to the payment of wages or overtime wages which were, could have been, or could be brought under the Fair Labor Standards Act ("FLSA") as of the date of execution of this Limited Release. Based on this Agreement, Plaintiffs expressly release any claims they have or may have under the FLSA.

I further agree not to sue or to authorize anyone else to file a lawsuit on my behalf against White Oak Pastures on any such claims released in this Agreement. I also agree to opt out of any class action and not to become a member of any collective action against any White Oak Pastures asserting any claim released in this Agreement.

I understand that the Revised Settlement Agreement fully and finally resolves claims that were brought or could have been brought in the actions captioned *Travis Taylor, et al. v. White Oaks Pastures, Inc.*, Civil Action File No. 1:15-CV-00156 LAG and *Paul Allen, et al. v. White Oaks Pastures, Inc.*, Civil Action File No. 1:20-cv-00060-LAG. I agree that I am bound by the terms of the Revised Settlement Agreement. I further represent, covenant, and warrant that I have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights I now release. I understand that White Oaks Pastures, Inc. has a right to rescind the Revised Settlement Agreement if the Court does not approve the Revised Settlement Agreement in its entirety, or if Plaintiff(s) representing more than fifteen (15) percent of the Allen Case settlement proceeds or any of the Taylor Plaintiffs object to the settlement. I understand that if White Oaks Pastures, Inc. exercises its right to rescind the Revised Settlement Agreement, I will not receive the payment described above, and in such case, that this Limited Release has no effect whatsoever.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_