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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF KERN**

11 MARCHE MEEKS, an individual,
12 Plaintiff,
13 v.
14 NATURE & LIFE FARMS, LLC, *et al.*
15 Defendants.

CASE NO.: BCV-22-100306

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

1 **[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT**

2 Having considered the Stipulation for Approval of the PAGA Settlement (“Stipulation Re:
3 PAGA Settlement”) entered into by and between the Parties herein, together with the PAGA
4 Settlement and Release of Claims (“PAGA Settlement”), attached to the Stipulation as Exhibit 1,
5 the arguments of counsel, all facts and evidence submitted by the Parties, and other matters before
6 the Court in this action, and finding good cause,

7 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that the Parties’ Stipulation
8 is approved, subject to the following findings and orders:

9 1. This Final Order and Judgment incorporates by reference all terms, conditions,
10 releases, and definitions set forth under the PAGA Settlement as though fully set forth herein, and
11 all capitalized terms used herein shall have the same meaning as set forth in the PAGA Settlement.

12 2. The PAGA Settlement represents a reasonable and adequate settlement of disputed
13 claims, satisfies the purposes of the Labor Code Private Attorneys General Act of 2004 to benefit
14 the public, and is hereby approved in accordance with Labor Code section 2699(l)(2).

15 3. The Court approves that “Aggrieved Employees” shall include all persons employed
16 by Defendant Nature & Life Farms, LLC as non-exempt, hourly employees and who, at some point
17 during the operative Settlement Period, operated or worked as cannabis delivery drivers in the State
18 of California from January 5, 2021 through the date of the Courts grant of Final Approval of the
19 PAGA Settlement.

20 4. The Court approves the “Settlement Period” or “PAGA Period” attributable to this
21 action as being the time period from January 5, 2021 through the date the Court enters Final Order
22 and Judgment approving the PAGA Settlement.

23 5. The Court approves the terms “Final” as meaning the latest of: (i) if there are
24 objections and no appeal is filed, thirty (30) days after the Final Approval Order and Judgment are
25 entered; (ii) if there are objections and an appeal is filed, the day after the appeal is dismissed or
26 withdrawn, or the appeal is decided upholding the propriety of the PAGA Settlement; and/or (iii) if
27 no objections are filed, the day the Final Approval Order and Judgment are entered.

1 6. The Court approves the “Gross Settlement Fund” of Sixty Thousand Dollars and Zero
2 Cents (\$60,000.00), which is the total maximum sum that Defendants shall be obligated to pay to
3 fully and finally settle and resolve all PAGA claims alleged in the Lawsuit in accordance with the
4 terms of the PAGA Settlement. In no event will Defendants be required to pay more than Gross
5 Settlement Fund Amount to settle and resolve the PAGA claims asserted in the Lawsuit, including,
6 but not limited to, Plaintiff’s Enhancement Award, all claims under the PAGA at issue in this Action
7 and to be released under the PAGA Settlement, payment in exchange for and in consideration of
8 releases of claims by Plaintiff, the State, and all Aggrieved Employees, payments to all Aggrieved
9 Employees, payment to the Labor & Workforce Development Agency (“LWDA”), governmental
10 and other penalties payments, if any, settlement administration fees and costs, and attorneys’ fees
11 and costs associated with the PAGA award. None of the Gross Settlement Fund will be payable by
12 Defendants prior to approval by the Court of the settlement and shall be subject to any payment
13 schedule set forth hereunder.

14 7. Defendants shall pay the Gross Settlement Fund Amount into a Qualified Settlement
15 Fund (“QSF”) established by the Settlement Administrator according to the following payment
16 schedule:

17 a. Monthly installments of Five Thousand Dollars and Zero Cents (\$5,000.00)
18 to commence no later than two hundred fifty (250) days or approximately eight (8)
19 months after the Effective Date of the PAGA Settlement and to continue for four (4)
20 months);

21 b. The first PAGA installment payment shall be due thirty (30) days after day
22 two hundred fifty (250) following the Effective Date of the PAGA Settlement, and
23 successive monthly installment shall be paid upon every thirty (30) day anniversary
24 thereafter; and

25 c. A final installment of Forty Thousand Dollars and Zero Cents (\$40,000.00)
26 shall be made not later than thirty (30) days following the last of the foregoing
27 monthly installments.

1 8. The Settlement Administrator shall not distribute any amounts from the QSF until all
2 installments set forth under Section 7 of this Final Order and Judgment are made.

3 9. The Court appoints CPT Group, Inc., as the Settlement Administrator, and approves
4 up to \$6,000 for the cost of settlement administration, the exact amount to be set forth in a
5 declaration of the Settlement Administrator regarding the final disbursement of the settlement
6 funds, to be paid from the Gross Settlement Fund Amount.

7 10. The Parties and the Settlement Administrator are ordered to carry out the Settlement
8 according to the terms of the PAGA Settlement.

9 11. The Court approves, as to form and content, the Notice of Settlement Payment,
10 attached as Exhibit A to the PAGA Settlement.

11 12. The Court finds that the allocation of the settlement funds set forth in the Settlement
12 is fair, just, reasonable, adequate, and equitable to all concerned, and is approved.

13 13. Pursuant to the Settlement, Defendant shall pay the Gross Settlement Fund Amount
14 into a Qualified Settlement Fund established by the Settlement Administrator, and the Settlement
15 Administrator shall distribute the Net Settlement Amount to Aggrieved Employees and the LWDA
16 as required under the Settlement.

17 14. The Court approves the Enhancement Award of \$3,000.00 to Plaintiff to be paid from
18 the Gross Settlement Fund Amount.

19 15. The Court finds Plaintiff's Counsel's attorneys' fees and costs request to be
20 reasonable under the circumstances, and approves the award of \$20,000.00 in attorneys' fees and
21 \$10,000.00 in costs, to be paid from the Gross Settlement Fund Amount.

22 16. The PAGA Settlement shall not be contingent upon the Court awarding Plaintiff's
23 Counsel any particular amount for attorneys' fees or costs or upon awarding Plaintiff any particular
24 amount as an Enhancement Award.

25 17. The Net Settlement Amount (\$60,000.00 less approved attorneys' fees, litigation
26 costs, Plaintiff's Enhancement Award, and final administration costs) shall be allocated and paid as
27 follows: 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to the terms,

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1 conditions, and, with respect to Aggrieved Employees, pursuant to the pay period allocation
2 formula set forth under the PAGA Settlement.

3 18. Checks delivered and/or mailed to Aggrieved Employees shall remain cashable,
4 payable, and negotiable for a period of one hundred eighty (180) days. In the event that any checks
5 delivered and/or mailed to Aggrieved Employees remain uncashed or unnegotiated after the
6 expiration of the one hundred eight (180) days, or an envelope mailed to an Aggrieved Employee
7 is returned and no forwarding address can be located for the aggrieved Employee after reasonable
8 efforts have been made, then any such funds shall be transmitted by the Settlement Administrator
9 pursuant to governing California law to the State of California Unclaimed Property Fund, to be held
10 there in the name of and for the benefit of such Aggrieved Employees.

11 19. The Court further orders, adjudges, and decrees that the State of California, Plaintiff,
12 and the Aggrieved Employees shall release and forever discharge all Released Parties from all
13 Released Claims as set forth under the PAGA Settlement for the Settlement Period advanced
14 thereunder. All Released Parties and Released Claims set forth under the PAGA Settlement,
15 including all terms, conditions, associated rights, promises, and covenants, are incorporated
16 hereunder this Section as if fully set forth at length herein.

17 20. The PAGA Settlement, as well as this Final Order and Judgment, shall not
18 constitute in any manner an admission or concession by Defendants or by any of the other Released
19 Parties of any wrongdoing or liability as to Plaintiff, Aggrieved Employees, the State of California,
20 or any other person or entity, with such wrongdoing and/or liability expressly denied and disclaimed
21 by Defendants and the Released Parties. This Order and Judgment is not intended to and shall not
22 be construed as any finding or ruling of the validity of any allegations or of any wrongdoing or
23 liability by Defendants or any of other Released Parties. Neither this Order and Judgment, the
24 Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA
25 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
26 omission, concession, or liability whatsoever by or against Defendants, collectively or individually,
27 or any of the Released Parties, and shall not and may not be cited or admitted as evidence of liability
28 or culpability.

21. This Final Order and Judgment is entered pursuant to the PAGA Settlement and is intended to effectuate the Settlement as more fully described under the Agreement entered into by the Parties.

22. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees for purposes of supervising, implementing, interpreting, and enforcing this Order and the Settlement. Notwithstanding and subject to the foregoing, upon entry of this Final Order and Judgment, the Court permanently enjoins and forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action, claim, cause of action, and/or issue against the Released Persons which was and/or were resolved as part of the PAGA Settlement.

23. The Settlement Administrator shall submit a declaration upon the final disbursement of the settlement funds reporting its compliance with this Order and the terms of the Settlement.

IT IS SO ORDERED.

DATED:

Judge of the Superior Court