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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CINDY CARRANZA and JAYSON
PORRAS LOPEZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

DREAMFIELDS BRANDS INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2216530
*[Assigned to Hon. Joseph Ortiz, Dept S17, for
all purposes]*

**DECLARATION OF BRIAN J. MANKIN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: September 5, 2025

Time: 8:30 a.m.

Dept.: S17

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiffs in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL'S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered well in excess of
14 \$250 million in damages for my clients and the class members (who often work as nurses,
15 ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional
16 occupations and countless other trades). My team and I once held the record for the largest
17 PAGA-only case in California's history - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies over
21 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
22 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
23 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
24 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
25 the PAGA case was reversed and remanded.

26 6. I was named by the LA Times as one "Southern California Leading Lawyers" in
27 the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last 5+ consecutive years, I

have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

BRIEF SUMMARY OF THE SETTLEMENT

7. Following a contested mediation, Plaintiffs and Defendant (collectively, the “Parties”) reached a global settlement and eventually entered into a Class Action and PAGA Settlement Agreement and Release of Claims resolving the wage and hour claims of the putative class (the “Settlement Agreement” or “S.A”), which is attached hereto as **Exhibit A**. The Settlement Agreement seeks to release and discharge Defendant from the claims brought against it in exchange for Defendant’s agreement to pay \$1,770,000 on a non-reversionary, non-claims made basis (each Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or take any action, except for those who opt-out). Plaintiffs seek to represent a class of all current and former nonexempt employees employed by Defendant Dreamfields Brands Inc. (including its subsidiaries: Med For America Inc., Dreamfields California LLC, and DF One Operator LLC) in California at any time during the Class Period of August 2, 2018, through December 31, 2024. Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel’s application for a reasonable award of attorneys’ fees not to exceed one-third of the Settlement Amount, Class Counsel’s litigation expenses not to exceed \$30,000, Administrator Costs of \$25,000, PAGA Penalties of \$100,000 of which \$75,000 will be paid to the LWDA and the remaining \$25,000 will be paid to the Aggrieved Employees, and service awards totaling \$17,500 for both Plaintiffs. After subtracting these deductions from the Settlement Amount, approximately \$1,007,500 will be available to pay individual settlement amounts to approximately 3,500 Class Members who do not opt-out of the settlement, as follows:

<i>Settlement Amount</i>	\$ 1,770,000.00
Attorneys’ Fees (1/3)	\$ 590,000.00
Litigation Costs (not to exceed)	\$ 30,000.00
Administrator Costs	\$ 25,000.00
PAGA Penalties	\$ 100,000.00
Class Representative Service Awards	\$ 17,500.00
<i>Net Settlement Amount</i>	\$ 1,007,500.00

1 8. Assuming 3,500 Class Members, the average payment to each Class Member
2 will be approximately \$287.85 ($\$1,007,500 / 3,500$). However, the actual payment will be
3 calculated on a pro-rata basis according to the number of Weeks Worked by each Class
4 Member during the Class Period. In addition, the Aggrieved Employees will receive a share of
5 the \$25,000 in PAGA Penalties (25% of the total \$100,000 allocation), calculated pro-rata
6 based on Pay Periods worked during the PAGA Period.

7 9. Each Class Member will receive the Class Notice, explaining the nature of the
8 case, and the process for participating, objecting and opting-out, and advising of his/her
9 estimated settlement payment and the number of Work Weeks that he/she is credited with
10 working during the Class Period and Pay Periods worked during the PAGA Period.

11 **PROCEDURAL BACKGROUND**

12 10. My office has performed considerable work and diligently investigated and
13 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a
14 significant settlement fund for the benefit of the Class. We efficiently communicated and
15 exchanged information informally with Defense counsel which enabled the parties to
16 successfully settle the case. Because of the risks involved in litigating the case and the contested
17 legal and factual issues, my office believes this settlement to be fair, reasonable, and adequate.

18 11. After being retained by Plaintiff Carranza, on August 1, 2022, Plaintiff Carranza
19 submitted a letter to the Labor Workforce Development Agency (the “LWDA”) for civil
20 penalties under the Private Attorney General Act of 2004 (“PAGA”), and simultaneously sent a
21 letter to Defendant requesting the production of personnel and timekeeping records to further
22 evaluate her wage and hour claims. The LWDA ultimately declined to assert jurisdiction over
23 the PAGA, thereby giving Plaintiff the right to bring PAGA claims.

24 12. On August 2, 2022, Plaintiff Carranza filed a putative class action complaint
25 against Defendant in San Bernardino County Superior Court. Plaintiff later filed a first amended
26 complaint, alleging putative class and representative PAGA claims, including: (a) failure to pay
27 minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d)
28 failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay

1 wages upon separation of employment, (g) failure to provide accurate itemized wage statements,
2 (h) unfair and unlawful competition, and (i) related claims under PAGA. Plaintiff later filed the
3 operative Second Amended Complaint, adding Jayson Porras Lopez as a Plaintiff and proposed
4 Class Representative.

5 13. Defendant retained counsel and immediately began to defend the case. After
6 discussions among counsel, and the Parties agreed to attend private mediation.

7 14. In preparation for the mediation, the Parties informally exchanged documents and
8 information that allowed both sides to calculate the potential damages and evaluate potential risk,
9 including policies and procedures pertaining to each claim alleged, and statistics relating to the
10 number of current and former employees, number of shifts /Work Weeks completed, pay periods
11 worked and other things. Defendant also provided their written policies and practices and a
12 robust sampling for the Class Members, including over 12,900 pages of payroll and timekeeping
13 data. This information enabled both parties to take a deep dive into the claims. During this
14 process, Plaintiffs and their counsel analyzed, researched, and investigated the potential issues,
15 including matters related to the calculation of damages, trial, and appellate issues and risks.

16 15. On November 1, 2024, Plaintiffs and Defendant participated in mediation before
17 Hon. Brian Walsh (Ret.), a well-respected wage-and-hour mediator. At the conclusion of
18 mediation, the parties accepted a mediator's proposal, and therein reached a global settlement
19 and entered into this Settlement. The Parties now seek the Court's preliminary approval of the
20 Settlement.

21 **SUMMARY OF THE CLAIMS AND DEFENSES**

22 16. Plaintiffs alleged numerous wage and hour violations on behalf of the Class,
23 which consists of the nonexempt employees employed by Defendant Dreamfields Brands Inc.
24 (including its subsidiaries: Med For America Inc., Dreamfields California LLC, and DF One
25 Operator LLC) in California at any time during the Class Period of August 2, 2018, through
26 December 31, 2024. As relevant here, the Class definition covers employees directly employed
27 by Defendant Dreamfields Brands Inc., and it also covers direct employees of Defendant's
28 subsidiaries (Med For America Inc., Dreamfields California LLC, and DF One Operator LLC)

1 under a joint employer / integrated enterprise theory of liability. Plaintiffs allege that they each
2 received documentation during hiring and employment showing that Dreamfields operated as the
3 controlling entity for the subsidiaries and that Dreamfields and the subsidiaries had common
4 ownership, management, and operated under the same general employment policies and
5 practices during the Class Period. Plaintiffs further verified these claims during the informal
6 exchange for mediation. However, despite the strengths of Plaintiffs' claims, Defendant
7 vigorously contested and denied Plaintiffs' material allegations on the merits and as to the
8 propriety of a class action or PAGA representative action. Still, Plaintiffs believed there were
9 several strong claims against Defendant.

10 17. For instance, Plaintiffs raised two strong unpaid wage claims. First, Plaintiffs
11 alleged that they and the Class Members were paid on an hourly basis plus other forms of earned
12 compensation, such as bonuses, yet those amounts were not included in the calculations for
13 overtime and various other payments. Second, Plaintiffs alleged that Defendant subjected the
14 Class Members to mandatory but uncompensated security checks and bag searches while office-
15 the-clock, in violation of California law. Plaintiffs argued these violations resulted in significant
16 unpaid wages, waiting time penalties under Labor Code § 203 and other derivative penalties.
17 However, Defendant opposed each unpaid wage claim on the merits and as to the propriety of
18 class certification.

19 18. Plaintiffs also alleged that the Class Members were often denied compliant meal
20 and rest breaks due to the hectic workload and nature of the work. However, Defendant argued
21 that it provided and made all mandated meal and rest breaks available to the Class, and any
22 employee who did not take a break did so entirely of their own volition. Thus, Defendant argued
23 that these claims were without merit because, for each violation, a fact-finder would have to
24 determine why a break was noncompliant, because if it was by the employee's choice, no
25 liability attaches to Defendant.

26 19. Finally, Plaintiffs alleged a variety of other claims (all of which Defendant
27 disputed), such as the failure to reimburse business expenses, failure to timely pay wages each
28 period, failure to timely pay all wages upon separation of employment, and failure to provide

1 accurate itemized wage statements.

2 20. Despite the disputed nature of the claims, the Parties concluded that further
3 litigation of the Action would be protracted and expensive, and that it is desirable that the Action
4 be fully and finally settled to limit further risk, expense, and protracted litigation.

5 **THE WAGE AND HOUR CLAIMS, CLASS COUNSEL’S INVESTIGATION, AND**
6 **EVALUATION OF THE SETTLEMENT**

7 21. The putative Class in this case consists of approximately 3,500 similarly situated
8 nonexempt employees employed by Defendant Dreamfields Brands Inc. (including its
9 subsidiaries: Med For America Inc., Dreamfields California LLC, and DF One Operator LLC) in
10 California at any time during the Class Period of August 2, 2018, through December 31, 2024.
11 Plaintiffs alleged numerous wage and hour violations on behalf of the Class Members. However,
12 Defendant vigorously contested and denied each of Plaintiff’s material allegations on the merits
13 and as to the propriety of a class action or PAGA representative action, as discussed herein.

14 22. In preparation for mediation, Peter Carlson, a senior associate within my firm, and
15 I formulated a damages model and risk analysis based upon detailed data obtained through
16 informal discovery and information exchanges. The summary of the claims below is based on
17 calculations by our expert and us, and the risks that we potentially faced, giving significant credit
18 to the defenses that Defendant raised or would like raise in further proceedings.

19 23. Following the informal exchange and other information provided by Defendant,
20 we estimated the following data points through the date of mediation: (1) 3,200 Class Members,
21 (2) approximately 2,793 *former* Class Members for purposes of Labor Code § 203, (3) 117,835
22 Work Weeks, and (4) approximately 52,860 wage statements during the PAGA Period. From
23 these metrics, and when factoring in claim certification probabilities and liability probabilities,
24 we formulated detailed damages models to value the claims in preparation for mediation and to
25 reach a realistic and reasonable resolution.

26 24. Here, Plaintiffs alleged a variety of claims against Defendant, which boil down to
27 these categories: (1) unpaid wages, (2) meal and rest break violations, (3) failure to reimburse
28 business expenses, (4) waiting time penalties under Labor Code §§ 201 – 203, (5) wage

1 statement penalties under § 226(e), and (6) PAGA civil penalties for the same claims.

2 25. Plaintiffs' unpaid wage claims had several distinct theories of liability. *First*,
3 Plaintiffs argued that Defendant failed to properly incorporate all nondiscretionary compensation
4 in the calculations for overtime wages, sick pay, and meal/rest premium payments. *Second*,
5 Plaintiffs alleged that Defendant required the Class Members to undergo mandatory security
6 checks and bag searches off-the-clock and while uncompensated. However, Defendant
7 vehemently opposed these unpaid wage claims on the merits and as to the propriety of class
8 certification. On this point, Defendant raised several strong defenses to the off-the-clock claims
9 including that: (1) the claims were unmanageable and uncertifiable because each job position has
10 different job duties, each location has different management, and there is no common thread
11 connecting the off-the-clock claims, and (2) even if off-the-clock work existed, it constituted *de*
12 *minimis* and noncompensable time. As a result, my office applied - for mediation and settlement
13 purposes - appropriate risk reductions from maximum potential unpaid wages to account for
14 risks of defeat at class certification and on the merits.

15 26. Plaintiffs also alleged meal and rest break claims against Defendant. Based on the
16 pre-mediation analysis and investigation, and when incorporating violation rates from expert
17 review of the timekeeping records and other evidence, Class Counsel estimated a 10% violation
18 rate for meal periods and a 15% violation rate for rest breaks. However, Defendant raised
19 numerous arguments in response to this claim, including that it maintained fully compliant
20 written policies and specifically authorized the Class Members to take meal and rest breaks,
21 meaning that no one had a reason or cause to miss a break or take a short/late break. Therefore,
22 Defendant asserted that a fact-finder would have to determine for each Class Member whether a
23 break was missed and why, and why a break was noncompliant or nonexistent, because if it was
24 by the employee's choice, no liability attaches to Defendant. These defenses are factored into
25 Plaintiffs' analysis in two ways. First, these issues raise questions regarding whether the meal
26 and rest break claims could be certified. Second, these defenses also go toward the merits given
27 the evidentiary question of proving the number of meal and rest violations. As such, Plaintiffs
28 and Class Counsel considered these risks and defenses, along with the relatively low violation

1 rates and, for purposes of mediation and settlement, applied appropriate risk reductions regarding
2 the risks of defeat at class certification and on the merits.

3 27. As to the claim for failure to reimburse business expenses, Plaintiffs calculated
4 potential violations in approximately 23,500 workweeks. However, Defendant argued that its
5 employees were not required to incur business expenses, and that it had an expense
6 reimbursement policy – and, to the extent that employees used their personal cell phone for
7 business purposes, it was by choice, not a requirement or necessary. In fact, Defendant argued
8 that Class Members who needed a cell phone were provided with company cell phones, and
9 other Class Members had access to company cell phones as needed. Thus, Defendant argued that
10 this claim was not appropriate for class certification because this required individualized
11 inquiries to determine which employees incurred unreimbursed expenses and whether such
12 expenses were reasonable and “necessary” and thus mandated reimbursement. As above, Class
13 Counsel considered these arguments and factored the risks and defenses into mediation and
14 settlement valuation.

15 28. Plaintiffs also alleged claims for waiting time penalties and wage statement
16 violations, including failure to accurately state all applicable hourly rates and total hours worked.
17 These claims were derivative of the claims above, meaning that they only had merit if the claims
18 for unpaid wages or meal/rest breaks were successful. But Defendant raised a variety of
19 defenses to these derivative claims that impacted the valuation. Namely, as to the wage
20 statement violations, Defendant argued that its wage statements did not violate Labor Code § 226
21 and even if there was a “technical” violation, that Plaintiff would be unable to prove the required
22 “knowing and intentional” and “injury” elements. Then, as to the waiting time penalty claim,
23 Plaintiff’s valuation had to account for the fact that this claim was derivative of the unpaid wage
24 and meal/rest break claims (*e.g.*, the unpaid wage premiums) and, if those claims failed at
25 certification or on the merits, there would be no waiting time penalties owed, so the same risks
26 for those claims applied to this claim. Furthermore, even if the unpaid wage and/or meal/rest
27 claims succeeded at certification and on the merits, Plaintiff would have to prove that the
28 violations (if any existed) were “willful” under the meaning of Labor Code § 203. And, here,

1 Defendant argued that there could not be a finding of a “willful” violation since they had
2 compliant written policies, and any deviations therefrom were inadvertent and unintentional.

3 29. Based on the analysis above, and by factoring in the violations rates derived from
4 analysis of extensive documents and data from Defendant, we engaged in arms-length
5 negotiations at mediation and ultimately arrived at a settlement that accounted for the various
6 risks at class certification, on the merits, and the many evidentiary issues present in a class action
7 of this size. Therefore, the settlement presented to the Court is fair, adequate, and reasonable
8 when applying all risks and considering the potential outcomes at class certification and trial.

9 30. And while the PAGA penalties had a large potential value, this also fails to
10 incorporate the risks above and, further, fails to acknowledge that courts have wide latitude to
11 reduce the civil penalties “based on the facts and circumstances of a particular case” and if “to do
12 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”
13 Labor Code § 2699(e)(2). Moreover, Defendant argued against the merits of the underlying
14 claims and particularly that the “willfulness” standard and/or “good faith” defenses mitigated the
15 civil penalty claims and rendered any such penalties as uncertain. Defendant also argued it is
16 improper to stack civil penalty claims on top of underlying statutory claims.

17 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

18 31. The settlement was the product of extensive arm’s length negotiations, initially
19 facilitated by an experienced mediator, and then concluded only after months of expert analyses.
20 Though cordial and professional, the settlement negotiations were adversarial and non-collusive
21 in nature. The settlement reached is the product of substantial effort by the parties and their
22 counsel. Although we believed that there was a possibility of certifying the claims, we
23 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
24 decisions on class certification, summary judgment, at trial and/or on the damages awarded,
25 and/or on an appeal that can take several more years to litigate.

26 32. The settlement will result in a fair payment to each class member based on the
27 number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiffs and their
28 counsel have diligently investigated the claims and defenses on behalf of the Class Members and

1 worked to achieve a resolution of the claims to maximize the recovery by avoiding further
2 expenditure of attorneys' fees and costs. After evaluating the significant risks attendant with
3 further litigation described above and weighing them against the benefits of a known
4 compromise and settlement as set forth in the Settlement Agreement, settlement on the terms
5 agreed to is believed to be in the best interest of Plaintiffs and the Class, and is a fair and
6 reasonable resolution of the claims alleged.

7 33. Plaintiffs' counsel brought to bear a great deal of experience in negotiating the
8 settlement of this case. As detailed herein, Plaintiffs' counsel engaged in the necessary discovery
9 and investigation, making it possible to exercise informed judgment throughout the settlement
10 process, including significant document review (*e.g.*, documents pertaining to Defendant's
11 policies and procedures, personnel documents, among others), and conducted an extensive
12 analysis of the detailed class-wide data provided by Defendant.

13 34. Based on my experience in other cases, including wage and hour matters, I
14 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
15 In this case, the recovery for each class member is reasonable, fair, and adequate, and a
16 settlement at this time is in the best interests of the class. The settlement provides each class
17 member with compensation for the alleged violations when viewed in relation to the costs and
18 risks inherent in obtaining class certification and proceeding to trial.

19 35. Plaintiffs' counsel, as well as Defense counsel, fully endorse the terms and
20 conditions of the settlement as set forth in the abovementioned Settlement Agreement.

21 36. Of course, the settlement amount represents a compromise figure, taking into
22 account the various risks surrounding class certification and the merits of Defendant's asserted
23 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
24 members, with no reversion to Defendant.

25 **PLAINTIFFS' REQUESTED ENHANCEMENT PAYMENT**

26 37. Plaintiffs seek enhancement payments not to exceed \$10,000 for Plaintiff
27 Carranza and \$7,500 for Plaintiff Porras Lopez, which I believe is fair and warranted. They
28 came forward in an effort to effectuate a policy and practice change that benefitted all other

1 Class Members, and to recover unpaid wages. They assumed significant risk in bringing this
2 litigation—namely, had they lost, they would have been ordered to pay Defendant’s costs.

3 38. Plaintiffs provided invaluable assistance to my office and the Class in this case,
4 including providing factual background for the Class Complaint; reviewing the litigation
5 documents; providing information and documents about Defendant’s policies and practices;
6 participating in phone calls to discuss litigation and settlement strategy; and reviewing the
7 settlement documents. Plaintiffs agreed to participate in this case with no guarantee of personal
8 benefit. At final approval, Plaintiffs will submit a comprehensive declaration setting forth all of
9 the reasons why they believe that the service awards should be approved.

10 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
11 **REQUESTED FEES AND COSTS**

12 39. As set forth above, I have handled over 300 class and representative actions, have
13 been appointed as class counsel and have successfully resolved over half of those cases, and
14 many others remain pending and will successfully resolve in the future.

15 40. When this case was taken on a contingency fee basis, with my firm agreeing to
16 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
17 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
18 and mediation costs. There was never a guarantee that we would recoup those expenditures.

19 41. It is my experience that attorney fee awards of one-third of a common fund
20 settlement is the standard in California. In this case, Plaintiffs’ counsel agreed to seek one-third
21 of the Settlement Amount for attorneys’ fees. Defendant does not oppose this fee request. The
22 fee is further warranted because it is within the range of reasonableness typically awarded in
23 class actions. The litigation costs are reasonably capped at \$30,000, and will be based on the
24 actual amount of costs incurred at the time of final approval.

25 **SETTLEMENT ADMINISTRATOR**

26 42. The parties request that the Court appoint Phoenix Settlement Administrators
27 (“Phoenix”) to serve as the Settlement Administrator. Phoenix is experienced in administering
28 class action settlements, and has provided a proposal to administer this settlement for a total of

1 \$25,000, which is attached hereto as **Exhibit D**.

2 **SUBMISSION TO THE LWDA**

3 43. Plaintiffs have concurrently submitted the settlement to the LWDA in accordance
4 with Labor Code § 2699(1)(2). The proof of submission is attached hereto as **Exhibit E**.

5 **EXHIBITS AND CONCLUSION**

6 44. A true and correct copy of the Settlement Agreement is attached as **Exhibit A**.

7 45. The proposed Class Notice is attached as **Exhibit B**.

8 46. A true and correct copy of the notice letter we submitted to the LWDA is attached
9 as **Exhibit C**.

10 47. Phoenix's proposal to administer the Settlement is attached hereto as **Exhibit D**.

11 48. The LWDA's confirmation of receipt of this Motion and Declarations is attached
12 hereto as **Exhibit E**.

13 49. For the foregoing reasons, it is respectfully requested that the Court grant
14 preliminary approval of the settlement as being fair, reasonable, and in the best interests of the
15 class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement
16 payment to the Class Representatives.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct. Executed on August 13, 2025, at Riverside, California.

19
20 By: 
21 Brian J. Mankin, Esq.

EXHIBIT “A”

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DREAMFIELDS BRANDS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CINDY CARRANZA and JAYSON
PORRAS LOPEZ, individually, on a
representative basis, and on behalf of all
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Plaintiffs,

vs.

DREAMFIELDS BRANDS INC., a
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20, inclusive;

Defendants.

Case No.: CIVSB 2216530
*[Assigned to Hon. Joseph Ortiz, Dept S17, for
all purposes]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiffs Cindy Carranza and Jayson Porras Lopez, individually and on behalf of all
3 others similarly situated, and on behalf of the State of California, and Defendant Dreamfields
4 Brands Inc., and is approved by their respective counsel of record, subject to the terms and
5 conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Carranza, et al. v.*
8 *Dreamfields Brands Inc.*, San Bernardino County Superior Court, Case No. CIVSB2216530.

9 2. "Administrator" means and refers to Phoenix Settlement Administrators, the
10 third-party class action settlement administrator agreed to by the Parties, that will provide the
11 Notice to the Class Members and distribute the settlement amounts as described in this
12 Agreement.

13 3. "Administration Costs" means the costs payable from the Settlement Amount to
14 the Administrator for administering this Settlement, including, but not limited to, printing,
15 distributing, and tracking documents for this Settlement, tax reporting, and deposit of the
16 employee and employer share of payroll taxes, unclaimed property due diligence, reporting and
17 remittance obligations, distributing the Settlement Amount, and providing necessary reports and
18 declarations, as requested by the Parties. The Administration Costs shall be paid from the
19 Settlement Amount, including, if necessary, any such costs in excess of the amount represented
20 by the Administrator as being the maximum costs necessary to administer the Settlement.

21 4. "Aggrieved Employee(s)" means all current and former nonexempt employees
22 employed by Defendant in California during the PAGA Period.

23 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
24 Action and PAGA Settlement Agreement and Release of Claims.

25 6. "Class" is defined all current and former nonexempt employees employed by
26 Defendant in California during the Class Period.

27 7. "Class Member(s)" refers to individual members of the Class.
28

1 8. “Class Counsel” refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
2 Lauby LLP.

3 9. “Class Data” means a complete list that Defendant will diligently and in good
4 faith compile from their records and provide to the Administrator on one spreadsheet which shall
5 include, for each Class Member, the individual’s full name, last known address, Social Security
6 Number, total Work Weeks worked during the Class Period, and total Pay Periods worked during
7 the PAGA Period.

8 10. “Class Period” is deemed to be any time during the period of August 2, 2018,
9 through December 31, 2024.

10 11. “Class Representatives” or “Plaintiffs” means and refers to Plaintiffs Cindy
11 Carranza and Jayson Porras Lopez.

12 12. “Complaint” refers to the operative second amended class and PAGA
13 representative action complaint filed in the Action.

14 13. “Court” (or “Judge”) means the California Superior Court, County of San
15 Bernardino.

16 14. “Defendant” means and refers to Dreamfields Brands Inc. and its following
17 subsidiaries: Med For America Inc., Dreamfields California LLC, and DF One Operator LLC.

18 15. “Defendant’s Counsel” or “Defense Counsel” means and refers to Ballard
19 Rosenberg Golper & Savitt, LLP.

20 16. “Effective Date” means the latest of the following dates: (i) if no Class Member
21 timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement
22 Agreement under Code of Civil Procedure § 663, then the date of the Court’s Notice of Entry of
23 Order regarding Final Approval of the Settlement; (ii) if a Class Member intervenes, or files a
24 motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar
25 days following the date the Court enters an order granting Final Approval, assuming no appeal is
26 filed; or (iii) if a timely appeal is filed, then the date of final resolution of that appeal or other
27 collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in
28 final judicial approval of the Settlement.

1 17. “Escalator Clause:” Defendant represents that the Class Members worked
2 approximately 117,835 Work Weeks during the Class Period. Should the total number of Work
3 Weeks in the Class Period exceed 129,618 (which is 10% more than Defendant’s representation),
4 then the Gross Settlement Amount shall increase on a proportional basis over 10% (i.e., meaning
5 if the workweeks increase by 11%, the Gross Settlement Amount will increase by 1%).
6 However, if the escalator clause is triggered, Defendant may alternatively choose to end the
7 Class Period on the date that the increase would otherwise trigger the Escalator Clause, provided
8 that: (1) such election must be prior to granting of preliminary approval, and (2) in no event shall
9 Defendant be permitted to end the Class Period on a date before November 1, 2024 (the day of
10 mediation).

11 18. “Final Approval” refers to the order of the Court granting final approval of this
12 Settlement Agreement and entering a judgment approving this Agreement on substantially the
13 terms provided herein or as may be modified by subsequent agreement of the Parties.

14 19. “Individual Class Payment” refers to each Participating Class Members share of
15 the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

16 20. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
17 PAGA Penalties, as further discussed in Paragraph 47(c) below.

18 21. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b)
19 below.

20 22. “Notice” means the notice of proposed class settlement that will be sent to the
21 Class Members and which will advise each Class Member of the settlement and his or her
22 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
23 setting of a Final Approval Hearing.

24 23. “Objecting Class Member” means a Class Member, other than Plaintiffs, who
25 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 68(c)
26 below.

27 24. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
28 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor

Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well as the Individual PAGA Payment allocated to each Aggrieved Employee.

25. “PAGA Period” is deemed to be any time during the period of August 2, 2021, through December 31, 2024.

26. “Participating Class Member” means any and all Class Members who are deemed to participate and receive an Individual Class Payment and do not opt-out by submitting timely valid Requests for Exclusion.

27. “Parties” means Plaintiffs and Defendant, collectively.

28. “Pay Period” means any pay period during the PAGA Period in which an Aggrieved Employee worked for Defendant for at least one day.

29. “Preliminary Approval Date” means the date the Court approves the Settlement Agreement and enters the Preliminary Approval Order.

30. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiffs’ motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

31. “QSF” means the Qualified Settlement Fund set up by the Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and from which the settlement payments shall be made.

32. “Released Class Claims” or “Class Claims” by the Participating Class Members upon Final Approval of the Settlement will include all claims that were alleged, or that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to

1 timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair
2 and unlawful competition. The time period governing the Released Class Claims shall be the
3 Class Period.

4 33. “Released PAGA Claims” or “PAGA Claims” means the PAGA claims alleged in
5 the Complaint, or that reasonably could have been based on the facts stated in the Complaint and
6 in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised
7 upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide
8 meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6)
9 failure to timely pay wages each period, (7) failure to timely pay wages upon separation of
10 employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims
11 for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et
12 seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. This release
13 specifically includes, but is not necessarily limited to, PAGA penalties premised on violations of
14 Labor Code Sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221–223, 225.5, 226,
15 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698–2699.5,
16 2802, as well as Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B), and the IWC Wage
17 Orders. The time period governing the PAGA Released Claims shall be the PAGA Period. The
18 PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory
19 penalties.

20 34. “Released Parties” means Defendant and its parents, subsidiaries, directors,
21 owners, shareholders, officers, agents, attorneys, insurers, servants, joint employers and
22 employees, past and present, and each of them and anyone acting in concert with foregoing or
23 that could be jointly liable with any of the foregoing under contract, common law, or pursuant to
24 California Labor Code section 558.1, including, but not limited to, as alleged in the LWDA,
25 Sebastian Solano, Lukasz Tracz, and Scot Garrambone.

26 35. “Release” shall mean the release and discharge of the Released Class Claims by
27 Plaintiffs and all Participating Class Members and their assignees.
28

36. “Response Deadline” is 30 calendar days from the date the Notice is mailed to the Class Members.

37. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 68(a) below.

38. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to the Class Representatives in addition to their Individual Class Payments as Participating Class Members and Individual PAGA Payments as Aggrieved Employees.

39. “Settlement Amount” is \$1,770,000.00, subject to the Escalator Clause and exclusive of Defendant’s obligation to fund their share of payroll taxes, as further discussed in Paragraph 47(c) below.

40. “Work Weeks” or “Weeks Worked” in the context of a Class Member means any and all work weeks during the Class Period during which the Class Member worked at least one day in California for Defendant. Likewise, in the context of Aggrieved Employees, it means any and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at least one day in California for Defendant.

B. General Terms

41. On August 2, 2022, Plaintiff Carranza filed a putative class action complaint against Defendant in San Bernardino County Superior Court. Plaintiff later filed a first amended complaint, alleging putative class and representative PAGA claims, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) related claims under PAGA. Plaintiff later filed the operative Second Amended Complaint, adding Jayson Porras Lopez as a Plaintiff and proposed Class Representative.

42. On November 1, 2024, the Parties attended private mediation with Hon. Brian Walsh (Ret.) and reached this Settlement.

1 43. Defendant denies Plaintiffs' claims and allegations and contends that the Action is
2 not suitable for class certification.

3 44. The Class Representatives believe they can proceed with the representative and
4 class claims, that the Action is meritorious, and that class certification is appropriate.

5 45. The Parties have conducted a thorough investigation into the facts of the Action.
6 This includes conducting an extensive exchange of informal discovery, including a sampling of
7 payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about
8 and has done extensive research with respect to the applicable law and potential defenses to the
9 claims of the Class. Class Counsel has diligently pursued an investigation of the Class
10 Members' claims against Defendant. Based on the foregoing data and on their own independent
11 investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant
12 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
13 and adequate and is in the best interest of the Class Members in light of all known facts and
14 circumstances, including the risk of significant delay and uncertainty associated with litigation,
15 various defenses asserted by Defendant, and numerous potential appellate issues.

16 46. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
17 to be performed or judgment to be entered pursuant to the terms of the Settlement and
18 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
19 any statute or law or liability on the claims or allegations in the Action.

20 47. Stipulation for Class Certification. For settlement purposes only, Defendant will
21 stipulate that the Participating Class Members may be conditionally certified as a Class. This
22 stipulation to certification is in no way an admission that class action certification is proper and
23 shall not be admissible in this or in any other action except for the sole purposes of enforcing this
24 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'
25 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and
26 shall have no bearing on, and shall not be admissible in connection with, the issue of whether
27 certification would be appropriate in a non-settlement context. Defendant expressly reserves its
28 rights and declares that it would continue to oppose class certification and the substantive merits

of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserves their rights and declare that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

48. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay the share of payroll taxes owed on the wage portion of the Individual Class Payments, which is the maximum amount that will be paid by Defendant and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives as awarded by the Court, the Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Class.

(c) Individual Class Payments for the Class will be calculated and apportioned from the Net Settlement Amount based on the number of Weeks Worked by a Class Member during the Class Period. Each specific Individual Class Payment will be calculated by: (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members' Weeks Worked. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

1 (d) Allocation of Individual Class Payments: The Individual Class Payments
2 to Participating Class Members will be allocated as follows: one-third as wages subject to
3 withholding of all applicable local, state and federal taxes; and two-thirds will be allocated for
4 interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226)
5 from which no taxes will be withheld. The Administrator will issue to each Participating Class
6 Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the
7 wage allocation and a Form 1099 with respect to the penalties and interest allocations.

8 (e) Service Payments to Class Representatives: The amount, if any, awarded
9 to each Class Representative as a Service Payment will be set by the Court in its discretion, not
10 to exceed \$10,000 for Plaintiff Carranza and \$7,500 for Plaintiff Porras Lopez, in exchange for
11 the services that Plaintiffs performed on behalf of the Class. Defendant agrees not to oppose this
12 request. The Service Payments to the Class Representatives will be paid out of the Settlement
13 Amount. The Class Representatives will be issued an IRS Form 1099 in connection with these
14 payments and shall be solely and legally responsible to pay all applicable taxes on this payment.
15 The Parties agree that any amount awarded as the Service Payments to the Class Representatives
16 less than the requested amount shall not be a basis for Class Counsel to void this Settlement
17 Agreement. Should the Court approve a lesser amount for the Service Payments, the difference
18 shall be added to the Net Settlement Amount to be distributed to the Participating Class
19 Members.

20 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
21 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
22 Settlement Amount, plus reasonable litigation costs not to exceed \$30,000 ("Attorney's Fees and
23 Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys'
24 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
25 paid from the Settlement Amount, and, except for this award, Defendant shall have no further
26 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
27 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
28 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court

1 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
2 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
3 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the
4 Court.

5 (g) Administration Costs: The fees and other charges of the Administrator
6 will be paid from the Settlement Amount, not to exceed \$25,000.00, unless (1) the Escalator
7 Clause is triggered (whereby any reasonable increase in Administration Costs shall be paid from
8 the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all
9 Parties and the Court.

10 (h) PAGA Penalties: The Parties agree that \$100,000 is allocated to PAGA
11 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
12 amount, \$75,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
13 Private Attorney General Act of 2004 ("PAGA") and \$25,000 (25%) will form the Individual
14 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
15 on a Pay Period basis, which will be treated entirely as civil penalties and shall be reported as
16 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
17 Settlement.

18 (i) Tax Liability: Class Counsel and Defendant make no representations as to
19 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the
20 Class Members are not relying on any statement or representation by Class Counsel or Defendant
21 in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand
22 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
23 on their respective Individual Class Payments and Individual PAGA Payments, described herein.
24 Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the
25 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
26 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
27 set forth in this Section may be modified in a manner to bring Defendant into compliance with
28 any such changes. Plaintiffs, Participating Class Members, and Aggrieved Employees

1 understand and agree that they will be solely responsible for the payment of any taxes and
2 penalties assessed on their respective payments described herein.

3 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
4 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
5 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
6 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
7 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
8 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
9 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
11 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
12 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
13 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
14 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
15 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
16 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
17 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
18 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
19 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
20 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
21 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
22 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
23 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
24 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
25 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
26 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

27 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
28 Under no circumstances will any portion of the Settlement Amount revert to Defendant.

1 Participating Class Members and Aggrieved Employees will not have to make a claim in order to
2 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
3 Individual Class Payment or Individual PAGA Payments will be made directly to each
4 Participating Class Member and Aggrieved Employee. The Administrator shall be responsible
5 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
6 a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks
7 delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

8 (l) Class Counsel and Plaintiffs believe that the Settlement is fair and
9 reasonable and will so represent same to the Court.

10 **D. Release by the Participating Class Members**

11 49. Upon entry of the Final Approval Order and Defendant fully funding the
12 Settlement Amount and the required employer-side payroll taxes, and except as to such rights or
13 claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will
14 forever completely release and discharge the Released Parties from the Released Class Claims
15 for the Class Period.

16 50. Each Participating Class Member will be deemed to have made the foregoing
17 Release as if by manually signing it.

18 51. Class Representative, on behalf of themselves and the Class, acknowledge and
19 agree that the claims for unpaid wages and untimely payment of wages in the Action are
20 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
21 them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that
22 Labor Code §§ 206.5 and 2804 are not applicable to the Parties or Settlement. Labor Code §
23 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any
24 release of any claim or right on account of wages due, or to become due, or made as an advance
25 on wages to be earned, unless payment of those wages has been made.”

26 **E. Release of PAGA Claims**

27 52. Upon entry of the Final Approval Order and Defendant fully funding the
28 Settlement Amount and the required employer-side payroll taxes, Plaintiff Carranza – in her

individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

53. Regardless of submitting a valid Request for Exclusion, neither Plaintiffs nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

54. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. Release by Plaintiffs and Class Representatives

55. The Class Representatives do hereby, for themselves and their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives’ employment with Defendant or the remuneration for or termination of such employment (the “Class Representatives’ Claims”). The Release of Class Representatives’ Claims is expressly conditioned on and subject to the terms of the separate individual settlement agreements entered into by and among Plaintiffs and Defendant.

56. Without limiting the generality of the foregoing, this general release by Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California

1 Constitution, the California Fair Employment and Housing Act, the California Unfair
2 Competition Act (California Business and Professions Code section 17200 et seq.), and the
3 California Labor Code.

4 57. Plaintiffs agree that there is a risk that any injury that they may have suffered by
5 reason of the Released Parties' relationship with them might not now be known, and there is a
6 further risk that said injuries, whether known or unknown at the date of this Settlement
7 Agreement, might possibly become progressively worse, and that as a result thereof further
8 damages may be sustained. Nevertheless, Plaintiffs agree to forever and fully release and
9 discharge the Released Parties, and understands that by the execution of this Settlement
10 Agreement no further claims for any such injuries that existed at the time of the execution of this
11 Settlement Agreement may ever be asserted by Plaintiffs with respect to claims arising in the
12 time period from the beginning of time to the execution of this Settlement Agreement.

13 58. Plaintiffs expressly waive and relinquish all rights and benefits afforded by
14 Section 1542 of the Civil Code of the State of California and do so understanding and
15 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
16 of the State of California states:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
18 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
19 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
20 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
21 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

22 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
23 full and complete release and discharge of all parties, the Class Representatives expressly
24 acknowledges that this Settlement Agreement is intended to include in its effect, without
25 limitation, all claims that Class Representatives knew of, as well as all claims that they do not
26 know or suspect to exist in his favor against the Released Parties, or any of them, for the time
27 period from the beginning of time to the execution of this Settlement Agreement, and that this
28 Settlement Agreement contemplates the extinguishment of any such Class Representatives'

1 Claims. Notwithstanding the above, the general release by the Class Representatives shall not
2 extend to claims for workers' compensation benefits, claims for unemployment benefits, claims
3 for state disability benefits, or other claims that may not be released by law.

4 **G. Interim Stay of Proceedings**

5 59. Pending completion of all of the prerequisites necessary to effectuate this
6 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
7 except such as is necessary to effectuate the Settlement.

8 **H. Notice Process**

9 60. Appointment of Administrator. The Parties have agreed to the appointment of the
10 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
11 using standard devices to obtain forwarding addresses, independently reviewing and verifying
12 documentation associated with any claims or opt-out requests, resolving any disputes regarding
13 the calculation or application of the formula for determining the Individual Class Payment and
14 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class
15 Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other
16 tasks as set forth herein or as the Parties mutually agree or that the Court orders.

17 61. Disputes Regarding Administration. Any and all disputes relating to
18 administration of the Settlement by the Administrator (except for disputes regarding Class Data)
19 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
20 and conditions of this Agreement, until Plaintiffs and Defendant notify the Court that all
21 payments and obligations contemplated by this Agreement have been fully carried out. Prior to
22 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
23 dispute without the necessity of Court intervention. The Administrator shall also be responsible
24 for issuing to Plaintiffs, Participating Class Members, and Aggrieved Employees, and Class
25 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
26 Agreement.

27 62. Class Data. Within twenty-one (21) days after entry of the Preliminary Approval
28 Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a

1 check of the Class Members' addresses against those on file with the U.S. Postal Service's
2 National Change of Address List. The Class Data provided to the Administrator will remain
3 confidential and will not be used or disclosed to anyone, except as required by applicable tax
4 authorities, pursuant to Defendant's express written consent, or by order of the Court. Although
5 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
6 Counsel from communicating with Class Members regarding the Action and Settlement.

7 63. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
8 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
9 calculation of all payments to be paid from the Settlement Amount, including the estimated
10 Individual Class Payments to each Class Member and Individual PAGA Payments to each
11 Aggrieved Employee (a person's name shall be redacted and a control number used in place of
12 the name). In the event that the total Workweeks worked by all Class Members triggers the
13 Escalator Clause, the Administrator shall notify the Parties of the increased Settlement Amount,
14 and related increased payments from the Settlement Amount, including increased Attorneys'
15 Fees and Costs and any increased Administration Costs, all of which shall be subject to Court
16 approval. The Administrator shall also update the Notice to reflect the any changes due to the
17 Escalator Clause.

18 64. Notice. The Notice, as approved by the Court, shall be sent by the Administrator
19 to the Class Members, by first class mail, in English and Spanish, within ten (10) calendar days
20 following the Administrator's receipt of the Class Data. The Administrator shall use standard
21 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
22 envelopes are returned.

23 65. Returned Notices. The Administrator will take steps to ensure that the Notice is
24 received by all Class Members, including utilization of the National Change of Address Database
25 maintained by the United States Postal Service to review the accuracy of and, if possible, update
26 a mailing address. Notices will be re-mailed to any Class Member for whom an updated address
27 is located within ten (10) calendar days following both the Administrator learning of the failed
28 mailing and its receipt of the updated address. The Notice shall be identical to the original

1 Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or
2 objection must be returned by the later of the Response Deadline or fifteen (15) days after the
3 remailing of the Notice.

4 66. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
5 if an envelope has not been returned to Administrator by the Response Deadline that the Class
6 Member received the Notice.

7 67. Disputes Regarding Class Data. Class Members are deemed to participate in the
8 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
9 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
10 Payment and Individual PAGA Payment, as well as the number of weeks he/she worked during
11 the Class Period, and the number of Pay Periods he/she worked PAGA Period. If a Class
12 Member believes they should be credited with more Weeks Worked in the Class Period and/or
13 Pay Periods in the PAGA Period in California than Defendant's records show, they may dispute
14 the amounts by timely submitting evidence to the Administrator. Defendant's records will be
15 presumed determinative absent reliable evidence to rebut Defendant's records, but the
16 Administrator will evaluate the evidence submitted by the Class Member and provide it to Class
17 Counsel and Defense Counsel, who agree to meet and confer in good faith about the evidence to
18 determine the Class Member's actual number of Work Weeks and Pay Periods, and estimated
19 Individual Class Payment and Individual PAGA Payment. If Class Counsel and Defense
20 Counsel are unable to agree, they agree to submit the dispute to the Court to render a final
21 decision. Class Members and Aggrieved Employees will have until the Response Deadline to
22 dispute Weeks Worked and/or Pay Periods, object or opt out, unless extended by the Court.

23 68. Declaration of Due Diligence. The Administrator shall provide counsel for the
24 Parties a declaration of due diligence and proof of mailing with regard to the mailing of the
25 Notice at least twenty-five (25) days prior to the final approval hearing.

26 69. Class Members' Rights. Each Class Member will be fully advised of the
27 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion
28 from the Class Claims portion of the Settlement. The Notice will inform the Class Members of

1 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
2 in accordance with the following guidelines:

3 (a) Requests for Exclusion from Class. Any Class Member, other than
4 Plaintiffs, may request to be excluded from the Class by submitting a “Request for Exclusion” to
5 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
6 should state:

7 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
8 DREAMFIELDS LAWSUIT. I UNDERSTAND THAT IF I ASK
9 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL
10 NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM
11 THIS LAWSUIT.”

12 To be valid, any Request for Exclusion must include the full name, address, telephone
13 number, last four digits of the social security number or date of birth, and signature of the Class
14 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
15 Administrator at the specified address set forth in the Notice. Any such Request must be made in
16 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
17 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
18 Member who timely requests exclusion in compliance with these requirements: (i) will not have
19 any rights under this Agreement, including the right to object, appeal or comment on the
20 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
21 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
22 who is an Aggrieved Employee who requests timely exclusion will still be subject to the
23 Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA
24 Payment. All Parties and their counsel, including Defendant’s respective members, member
25 managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections,
26 directly or indirectly, through any means.

27 (b) Binding Effect on Participating Class Members. All Participating Class
28 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and

1 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
2 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
3 Settlement.

4 (c) Objections to Settlement. Any Class Member, other than Plaintiffs, who
5 does not submit a valid and timely Request for Exclusion may object to the terms of this
6 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her
7 objection which must be postmarked by the Response Deadline at the address set forth in the
8 Notice. Such objection shall include the Objecting Class Member's full name, address,
9 telephone number, last four digits of the social security number or date of birth, signature, and
10 dates of employment with Defendant, in addition to the case name and number, the basis for the
11 objection, including any legal support and each specific reason in support of the objection, as
12 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
13 represented by counsel, the name and address of his or her counsel. The Administrator shall
14 provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days
15 of receipt, and the Administrator shall attach the same to its declaration of due diligence and file
16 with the Court prior to the Final Approval Hearing. An Objecting Class Member remains
17 eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall
18 not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member
19 and/or his or her counsel related to any objections to the Settlement. Submitting an objection
20 does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by
21 becoming a party of record by timely and properly intervening or filing a motion to vacate the
22 judgment under Code of Civil Procedure § 663.

23 (d) Failure to Object. Any Class Member who does not timely and properly
24 become a party of record by intervening or filing a motion to vacate the judgment waives any
25 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
26 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
27 under California Code of Civil Procedure section 473, and extraordinary writs.
28

1 (e) Responses to Objections. Counsel for the Parties may file a response to
2 any objections submitted by an Objecting Class Member at least five (5) court days before the
3 date of the Final Approval Hearing.

4 (f) Class Members will have until the Response Deadline to object or submit
5 a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose
6 jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were
7 timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

8 70. Funding of the Settlement Amount. Defendant shall deposit the Settlement
9 Amount, plus Defendant's share of payroll taxes owed on Individual Class Payments, via two
10 equal installments. The first installment shall be paid on January 15, 2026, or sixty (60) days
11 after the Effective Date, whichever is later. The second installment shall be paid no later than
12 one-hundred-eighty (180) days after the first installment is made.

13 71. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
14 each installment paid, described above, the Administrator shall mail the Individual Class
15 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
16 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
17 Payment to the Class Representatives, the payment to the LWDA for PAGA Penalties, and will
18 pay itself the Administration Costs.

19 72. Deadline for Cashing Settlement Checks. Participating Class Members and
20 Aggrieved Employees shall have 180 calendar days after mailing by the Administrator to cash
21 their settlement checks. The release will be binding upon all Participating Class Members who
22 do not cash their checks within the 180-day period. In the event that any settlement check is
23 returned to the Administrator within 180 days of mailing, the Administrator will, within five (5)
24 business days of receipt of the returned settlement check, perform a skip trace to locate the
25 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
26 located by these means, the Administrator will have ten (10) business days to re-issue the check.
27 Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Administrator will have
28 any liability for lost or stolen settlement checks, forged signatures on settlement checks, or

1 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
2 Participating Class Member and/or Aggrieved Employee notifies the Administrator that he or she
3 believes that a settlement check has been lost or stolen, the Administrator shall immediately stop
4 payment on such check. If the check in question has not been negotiated prior to the stop
5 payment order, the Administrator will issue a replacement check. If any Participating Class
6 Member's or Aggrieved Employee's check is not cashed within the time periods noted above,
7 the check will be void and a stop-payment will be issued, and the Administrator shall issue the
8 unclaimed funds to the California State Controller's Office in the name of the Class Member.

9 **I. Duties of the Parties Prior to the Court's Approval**

10 73. Promptly after execution of this Agreement, Plaintiffs will move the Court for
11 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
12 accomplishing the following:

- 13 (a) Approving as to form and content the proposed Notice;
- 14 (b) Directing the mailing of the Notice by first class mail to the Class
15 Members;
- 16 (c) Preliminarily approving this Settlement;
- 17 (d) Preliminarily certifying the class for purposes of this Settlement;
- 18 (e) Advising the LWDA of the proposed Settlement; and
- 19 (f) Scheduling the Final Approval Hearing on the issue of whether this
20 Settlement should be finally approved as fair, reasonable and adequate.

21 **J. Duties of the Parties Following Court's Final Approval**

22 74. In connection with the Final Approval Hearing provided for in this Agreement,
23 Class Counsel shall submit a proposed Final Approval Order:

- 24 (a) Approving the Settlement, adjudging the terms thereof to be fair,
25 reasonable and adequate, and directing consummation of its terms and provisions;
- 26 (b) Approving Class Counsel's application for an award of attorneys' fees and
27 reimbursement of litigation costs and expenses, Service Payments to the Class Representatives,
28 and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. Voiding the Agreement

75. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

76. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

77. If the Settlement is voided or fails for any reason, any costs incurred by the Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

L. Other Terms

78. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

79. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

80. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

1 81. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
2 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
4 cause of action or rights released and discharged by this Agreement.

5 82. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
6 Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that
7 were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to
8 settle and compromise the matters at issue in the Complaint to avoid further substantial expense
9 and the inconvenience and distraction of protracted and burdensome litigation. Defendant has
10 taken into account the uncertainty and risks inherent in litigation, and without conceding any
11 infirmity in the defenses that they has asserted or could assert against Plaintiffs, has determined
12 that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the
13 terms and conditions set forth in this Agreement.

14 83. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
15 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
16 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
17 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
18 Agreement with the intention of avoiding further disputes and litigation with the attendant
19 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
20 related documents such as the notices, and motions for preliminary and final approval, shall,
21 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
22 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
23 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
24 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
25 approved, the stipulation will be of no force or effect.

26 84. No Publicity. The Parties will not publicize the Settlement or disclose it to third
27 parties prior to the Court granting Preliminary Approval, except as required or necessary to
28 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and

1 Class Representatives agree that they will not discuss the Settlement with the media, any
2 settlement and verdict reporting service, any social media postings or other Internet postings.
3 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
4 other case materials in the Action related to seeking and obtaining Court approval of this
5 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
6 Members or their representatives about this Settlement, including through the posting of Court-
7 filed documents on Class Counsel's websites for access solely by the Class Members, or to
8 prevent the Parties or their representatives from communicating with financial or legal advisors
9 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
10 the Action has been settled on terms mutually agreeable to the Parties.

11 85. Notices. Unless otherwise specifically provided herein, all notices, demands or
12 other communications given hereunder shall be in writing and shall be deemed to have been duly
13 given as of the third business day after mailing by United States registered or certified mail,
14 return receipt requested, addressed:

15 *To the Class:*

16 Brian J. Mankin
17 *brian@lmlfirm.com*
18 Lauby, Mankin & Lauby LLP
19 5198 Arlington Ave, PMB 513
20 Riverside, CA 92504
21 Tel: (951) 320-1444 | Fax: (951) 320-1445

22 *To Defendant:*

23 Matthew B. Golper
24 *mgolper@brgslaw.com*
25 BALLARD ROSENBERG GOLPER & SAVITT, LLP
26 15760 Ventura Boulevard, Eighteenth Floor
27 Encino, California 91436
28 Tel: (818) 508-3700 | Fax: (818) 506-4827

86. Construction. The Parties hereto agree that the terms and conditions of this
Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
that this Agreement shall not be construed in favor of or against any Party by reason of the extent
to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs

1 and Defendant expressly waive the common-law and statutory rule of construction that
2 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
3 and represent that the language in all parts of this Agreement shall be in all cases construed as a
4 whole, according to its fair meaning.

5 87. Captions and Interpretations. Paragraph titles or captions contained herein are
6 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
7 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
8 contractual and not merely a recital.

9 88. Modification. This Agreement may not be changed, altered, or modified, except
10 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
11 Agreement may not be discharged except by performance in accordance with its terms or by a
12 writing signed by all of the Parties hereto.

13 89. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
14 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
15 provide written notice to the other Party and allow an opportunity to cure the alleged
16 deficiencies, and Plaintiffs and Defendant may agree to seek the help of the Mediator to resolve
17 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
18 own attorneys' fees and costs. This provision shall not apply to any legal action or other
19 proceeding instituted by any person or entity other than Plaintiffs or Defendant.

20 90. Choice of Law. This Settlement Agreement shall be governed by and construed,
21 enforced and administered in accordance with the laws of the State of California, without regard
22 to its conflicts-of-law rules.

23 91. Integration Clause. This Settlement Agreement contains the entire agreement
24 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
25 or contemporaneous agreements, understandings, representations, and statements, whether oral
26 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
27 hereunder may be waived except in writing.
28

92. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

94. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: Apr 6, 2025

PLAINTIFF AND CLASS REPRESENTATIVE


Cindy Carranza (Apr 6, 2025 19:56 PDT)

Cindy Carranza

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Jayson Porras Lopez

Dated: _____

DEFENDANT DREAMFIELDS BRANDS INC.

By: _____ (name)

(title)

92. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

94. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Cindy Carranza

Dated: Apr 3, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

~~Jayson~~ (Apr 3, 2025 20:02 PDT)

Jayson Porras Lopez

Dated: Jul 1, 2025

DEFENDANT DREAMFIELDS BRANDS INC.

Scot Garrambone
Scot Garrambone (Jul 1, 2025 13:30 EDT)

By: Scot Garrambone (name)

Chief Financial Officer (title)

1 **APPROVED AS TO FORM:**

2 Dated: 4/7/2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

3 
4 _____
5 Brian J. Mankin
6 Attorneys for Plaintiffs

7 Dated: 7/1/2025

DEFENSE COUNSEL
BALLARD ROSENBERG GOLPER & SAVITT, LLP

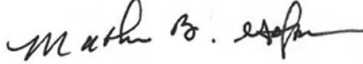
8 
9 _____
10 Matthew B. Golper, Esq.
11 Attorneys for Defendant
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EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Carranza and Porras Lopez v. Dreamfields Brands Inc.
(San Bernardino County Superior Court, Case No. CIVSB2216530)

***The San Bernardino County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit for alleged violations of the California Labor Code (the “Action”) filed against Defendant Dreamfields Brands Inc. which includes the following subsidiaries that operate under the Dreamfields Brands umbrella: Med For America Inc., Dreamfields California LLC, and DF One Operator LLC (“Defendant”).

The Action was filed by Cindy Carranza and Jayson Porras Lopez (“Plaintiffs” or “Class Representatives”) and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined as “all current and former nonexempt employees employed by Defendant in California during the Class Period (which is August 2, 2018, through December 31, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as “all current and former nonexempt employees employed by Defendant in California during the PAGA Period (which is August 2, 2021, through December 31, 2024). (Plaintiffs and Defendant shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[**CLASS MEMBER NAME**] [**ID/CONTROL NUMBER**]

Calculations and Data Points for Estimated Payments			
Weeks Worked during Class Period	INSERT	Estimated Individual Class Payment	\$INSERT
Pay Periods during PAGA Period	INSERT	Estimated Individual PAGA Payment	\$INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated as an estimated Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks or pay periods during the time periods than are shown in the chart above, you can submit a challenge by **DATE, 2025** (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by [REDACTED], 2025 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED AND/OR PAY PERIODS	If you believe the number of workweeks or pay periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks or Pay Periods you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED

DATE: [REDACTED], 2025 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, the Parties engaged with an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed

Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,770,000 as the “Settlement Amount.” Defendant has agreed to pay a total Settlement Amount of \$1,770,000 and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement in two installments, with the first payment estimated to be in January 2026 and the second payment estimated to be in July 2026, with both dates conditioned on the Judgment entered by the Court becoming final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount to Class Counsel for attorneys’ fees (\$XXXXXXXX) and up to \$30,000 for their litigation expenses. To date, Class Counsel have invested many hundreds of hours into the case and incurred expenses on the Action without payment.

B. Service Payments for litigating the Action, working with Class Counsel, and representing the Class, in an amount up to \$10,000 for Plaintiff Carranza and \$7,500 for Plaintiff Porras Lopez.

C. \$XXXXXXXX to the Settlement Administrator for services administering the Settlement.

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, **NAME** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties (which includes Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, insurers, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing or that could be jointly liable with any of the foregoing under contract, common law, or pursuant to California Labor Code section 558.1, including, but not limited to, as alleged in the LWDA, Sebastian Solano, Lukasz Tracz, and Scot Garrambone) from all claims that were alleged, or that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and unlawful competition (the "Released Class Claims"). Additionally, this definition of "Released Class Claims" expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees shall release the Released Parties (which includes Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, insurers, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing or that could be jointly liable with any of the foregoing under contract, common law, or pursuant to California Labor Code section 558.1, including, but not limited to, as alleged in the LWDA, Sebastian Solano, Lukasz Tracz, and Scot Garrambone) of PAGA claims alleged in the Complaint, or that reasonably could have been based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay

wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. This release specifically includes, but is not necessarily limited to, PAGA penalties premised on violations of Labor Code Sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221–223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698–2699.5, 2802, as well as Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B), and the IWC Wage Orders the (“Released PAGA Claims”). The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked and/or Share Points. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the tables on page 1 of this Notice. You have until **INSERT DATE** (“Response Deadline”) to dispute the number of Workweeks credited to you by timely submitting evidence to the Settlement Administrator on or before **INSERT DATE 30 Days After Mailing**. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a “Request for Exclusion” letter/card postmarked no later than , 2025 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE DREAMFIELDS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.”

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Carranza v. Dreamfields Brands and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by [REDACTED], 2025 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2025 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number (Carranza v. Dreamfields Brands, Case No. CIVSB2216530), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2025.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2025, the Court will hold a public hearing in Department S17 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the service awards. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to

attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Name Mailing Address Telephone Number	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on DATE, 2025 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “C”



LAUBY, MANKIN & LAUBY LLP

April 10, 2023

Submitted Via Online Filing to the LWDA

Sent Via U.S. Mail and Certified Mail

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Please see attached Service List

Re: PAGA Civil Penalty Claim
Cindy Carranza v. Dreamfields Brands Inc., et al.
LWDA Case No. LWDA-CM-898840-22

To the Labor and Workforce Development Agency, Dreamfield Brands Inc., Dreamfields California, LLC, Dreamfields Security, Inc., Med For America, Inc., DF One Operator, LLC, Mr. Sebastian Solano, Mr. Lukasz Tracz, and Mr. Scot Garrambone:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Cindy Carranza (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against her employer(s), Dreamfields Brands Inc., as well as its related entities and subsidiaries including Dreamfields California, LLC, Dreamfields Security, Inc., Med For America, Inc., DF One Operator, LLC as well as its owner(s) Mr. Sebastian Solano, Mr. Lukasz Tracz, and Mr. Scot Garrambone, and others (the “Owners”) (collectively, the “Company”), for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 among possibly other sections inadvertently omitted, and/or sections of the applicable IWC Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from approximately January through July 2022. Claimant alleges that, at all relevant times, she and all other non-exempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Claimant was subjected during her employment.

For instance, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company’s failure to accurately record and compensate for all hours worked. As one specific example, Claimant and the Aggrieved Employees were frequently denied meal periods and/or forced to take short meal periods (less than 30 minutes). However, despite that Claimant and the Aggrieved Employees did not take such meal periods (and/or did not take a full 30 minutes), the Company altered the timekeeping records to reflect a 30-minute meal period on each such occasion. This resulted in a failure to pay minimum/regular wages (since Claimant and the Aggrieved Employees were not paid for all hours worked), as well as a failure to pay overtime wages (since those 30 minutes were in excess

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of 8 hours and had to be paid at the proper overtime rate). Thus, the Company failed to pay proper minimum, regular, and overtime wages every time it applied its auto-deduct practice.

Also, at all relevant times, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation in the form of nondiscretionary bonuses and other similar payments. However, on the occasions when the Aggrieved Employees worked overtime hours and received additional earned compensation during the same workweek, the Company failed to properly include these amounts in the calculations for Claimant's regular rate of pay – in violation of California law and which led to the failure to pay proper overtime.

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, as well as the hectic and demanding workload, Claimant was subjected to meal period violations when: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks and Claimant was often not authorized and/or permitted to take mandated rest breaks due to the lack of adequate staffing and coverage and being overwhelmed by the hectic workload. Furthermore, on occasions when Claimant worked 10 hours or more in a shift, the Company failed to authorize and/or permit the mandated additional rest breaks.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, and the Company further failed to pay the Aggrieved Employees for mandated sick time at a rate “calculated in the same manner as the regular rate of pay.”

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company via phone and text message. The Company also required that Claimant and the Aggrieved Employees use their personal computers without reimbursement and, further, failed to properly reimburse the Aggrieved Employees for use of personal vehicles for work purposes.

Finally, during employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Claimant alleges that she worked under the joint direction and control of the entities listed herein and their Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the entities listed herein and the Owners acted as a single employer

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of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the entities listed herein and their Owners are an integrated enterprise and should be treated as a single employer because the entities and their Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the entities listed herein and their Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all relevant times were the owners of the entities listed herein and were Claimant's and the Aggrieved Employees' actual employer or, in the alternative, were individuals employed by the Company as managerial and/or supervisory employees and/or agents. In addition, Claimant alleges that at all relevant times the Owners had the authority, in the interest of the entities listed herein to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that the entities listed herein and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, the entities listed herein and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges the entities listed herein and the Owners were merely the alter-ego of the others in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and each exercised undue dominance, control, influence, and management over the others. Claimant further alleges that, at all relevant times, the entities listed herein have been inadequately capitalized to conduct business, have failed to follow appropriate corporate formalities, and have simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Adherence to the fiction of the separate existence of the entities listed herein would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice. Accordingly, the corporate veil should be pierced, and any liability attached to the entities listed herein should be imposed jointly and severally against the Owners.

Finally, in an additional separate, but not necessarily mutually exclusive, alternative theory of liability, the Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. See *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (same).

As a result of these violations, and others described below, Claimant alleges that she and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

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**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees due to the Company's failure to accurately record and compensate for all hours worked and the failure to pay overtime and/or properly calculate the regular rate of pay for Claimant and other Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, overtime, and/or doubletime wages.

Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

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IWC Wage Order § 9(b) states “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.”

Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802. Furthermore, Labor Code § 2802(b) states that “[a]ll awards made by a Court for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure or loss including, but not limited to, reasonable costs and attorney’s fees incurred by the employee enforcing her rights granted pursuant to Labor Code § 2802.

**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 210, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code § 203.) Labor Code § 2699 also imposes a penalty.

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**PAGA ASSESSMENT FOR FAILURE TO KEEP ACCURATE RECORDS AND
PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to keep and maintain accurate records as required by Labor Code § 1174. Moreover, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked (the paystubs failed to accurately reflect total compensable hours); failure to accurately state gross wages earned; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates (including the accurate overtime rate of pay); failure to accurately state the name and address of the legal entity that is the employer, and; failure to accurately state the corresponding number of hours worked at each hourly rate. Additionally, the Company's wage statements directly violated Labor Code § 226(a) each period due to the failure to pay and report premium wages for denied meal periods and rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES

(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to her employment and/or other employees of the Company, he reserves the right to add new claims by supplementing this notice letter. Should you have any questions, please feel free to give me a call.

Very Truly Yours,



By: Peter J. Carlson, Esq.

E-mail: peter@lmfirm.com

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



Toll Free
888.959.8508

Physical Address

11801 Pierce Street, Suite 200, Riverside, CA 92505

Service List

Dreamfields Brands Inc.
65441 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Sebastian Solano
65441 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Lukasz Tracz
65441 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Scot Garrambone
65441 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Dreamfields California LLC
65000 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Dreamfields Security Inc.
65441 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Med For America Inc.
65000 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

DF One Operator LLC
65000 Two Bunch Palms Trail
Desert Hot Springs, CA 92240

Mailing Address

5198 Arlington Avenue, PMB 513, Riverside, CA 92504



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Physical Address

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EXHIBIT “D”



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

March 19, 2025

CASE ASSUMPTIONS

Class Members	3,500
Opt Out Rate	1%
Opt Outs Received	68
Total Class Claimants	3,432
Subtotal Admin Only	\$25,168.98

Flat Fee Total \$25,000.00

For 3,500 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Case: Carranza v. Dreamfields, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin

Firm: Lauby, Mankin & Lauby, LLP

Contact Number: (951) 320-1444

Email: brian@lmlfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **3,500** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	3		\$300.00
Programming Database & Setup	\$100.00	3		\$300.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	407		\$814.00
NCOA (USPS)	\$600.00	1		\$600.00
Total				\$2,114.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Language Translation	\$900.00	1		\$1,000.00
Data Merge & Duplication Scrub	\$0.10	3,500		\$350.00
Notice Packet & Opt-Out Form	\$1.20	3,500		\$4,200.00
Estimated Postage (up to 2 oz.)*	\$0.85	3,500		\$2,975.00
Static Website	\$200.00	1		\$200.00
Total				\$8,925.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$1.00	462		\$462.00
Remail Notice Packets	\$1.00	459		\$459.00
Estimated Postage	\$0.90	459		\$413.10
Programming Undeliverables	\$50.00	2		\$100.00
Total				\$1,654.10

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	7		\$385.00
Deficiency & Dispute Letters	\$10.00	12		\$120.00
Case Manager	\$85.00	5		\$425.00
Total				\$1,280.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	12		\$1,620.00
Mail Class Checks *	\$0.70	3,432		\$2,402.40
Estimated Postage	\$0.64	3,432		\$2,196.48
Total				\$6,813.88

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	4	\$460.00
Remail Checks (Postage Included)	\$2.00	601	\$1,202.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1	\$1,300.00
Total			\$4,382.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$25,168.98



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “E”