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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 CINDY CARRANZA and JAYSON
12 PORRAS LOPEZ, individually, on a
13 representative basis, and on behalf of all
others similarly situated;

14 Plaintiffs,

15 vs.
16

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

19 Defendants.
20
21

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

22 Plaintiffs Cindy Carranza and Jayson Porras Lopez’s Motion for Final Approval of the
23 Settlement (the “Final Approval Motion”), as set forth in the Class Action and PAGA Settlement
24 Agreement (“Settlement Agreement”), came for a hearing in Department S17 of the above-
25 entitled court. The Final Approval Motion was unopposed by Defendant Dreamfields Brands
26 Inc., which includes Dreamfields Brands Inc. and its following subsidiaries: Med For America
27 Inc., Dreamfields California LLC, and DF One Operator LLC (“Defendant”).
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1 Having considered the Final Approval Motion, the Settlement Agreement, the
2 Declarations, and all other materials properly before the Court and having conducted an inquiry
3 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
4 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
5 Due and adequate notice having been given to the Class, and the Court having considered the
6 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
7 comments received regarding the proposed settlement, and having reviewed the record in this
8 Action, and good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
11 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter over this Action, the
13 Plaintiffs/Class Representatives Cindy Carranza and Jayson Porras Lopez, the Class Members,
14 Aggrieved Employees, and Defendant. The Court finally appoints Plaintiffs as Class
15 Representatives, and further appoints Brian Mankin and Peter Carlson of Lauby Mankin Lauby
16 LLP as Class Counsel.

17 3. For purposes of effectuating this Order and Judgment, this Court has certified the
18 following class: “All current and former nonexempt employees employed by Defendant
19 Dreamfields Brands Inc. in California at any time during the Class Period of August 2, 2018,
20 through December 31, 2024.” The Court deems this definition sufficient for purposes of
21 California Rules of Court, rule 3.765(a).

22 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
23 current and former nonexempt employees employed by Defendant Dreamfields Brands Inc. in
24 California at any time during the PAGA Period of August 2, 2021, through December 31, 2024.”

25 5. The Court finds that the distribution of the Class Notice, as provided for in the
26 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
27 under the circumstances to all Class Members and fully met the requirements of California law
28 and due process under the California and United States Constitution. Based on evidence and

1 other material submitted, the actual notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members shall be
5 as follows:

6 All Participating Class Members, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, release Released
9 Parties from all claims and causes of action pleaded in the
10 Complaint, and those which could reasonably have been alleged
11 based on the facts, allegations, and/or claims stated in the
12 Complaint for work performed during the Class Period, including
13 all claims that were alleged, or that reasonably could have been
14 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.

15 8. The Released PAGA Claims on behalf of the Aggrieved Employees shall be as
16 follows:

17 All Aggrieved Employees are deemed to have fully, finally, and
18 forever released, settled, compromised, relinquished and
19 discharged on behalf of themselves and their respective former and
20 present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, the Released Parties from all PAGA
22 claims seeking civil penalties premised upon: (1) failure to pay
23 minimum wages, (2) failure to pay overtime wages, (3) failure to
24 provide meal periods, (4) failure to provide rest breaks, (5) failure
25 to reimburse business expenses, (6) failure to timely pay wages
26 each period, (7) failure to timely pay wages upon separation of
27 employment, (8) failure to provide accurate itemized wage
28 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),

1 and the IWC Wage Orders. The time period governing the PAGA
2 Released Claims shall be the PAGA Period. The PAGA Released
3 Claims do not release any Aggrieved Employees' claims for wages
or statutory penalties.

4 9. There were no Objections to the Settlement, and no Requests for Exclusion. As
5 such, all Class Members are Participating Class Members, who are entitled to an Individual Class
6 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
7 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

8 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
10 Parties. The Court understands that Defendant denies that any damages should be assessed and
11 deny all of the values assessed by Plaintiffs. Notwithstanding these arguments, in light of the
12 uncertainties and expense associated with protracted litigation, the Parties have agreed to resolve
13 this litigation pursuant to the terms of the Class & PAGA Settlement Agreement. The Parties are
14 directed to perform in accordance with the terms set forth in the Settlement Agreement.

15 11. The Parties are to bear their own costs, except as otherwise provided in the
16 Settlement Agreement.

17 12. With respect to the Class and for purposes of approving this Settlement, this Court
18 finds and concludes as follows for settlement purposes: (a) the Class Members are ascertainable
19 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
20 fact common to the Class Members, and there is a well-defined community of interest among the
21 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
22 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
23 have fairly and adequately protected the interests of the Class Members; (e) a class action is
24 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
25 Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative
26 capacity and for the Class.

27 13. By this Judgment, the Class Representatives shall release, relinquish, and
28 discharge, and each of the Participating Class Members shall be deemed to have, and by

1 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
2 discharged all Released Class Claims, as defined in the Settlement Agreement. Likewise, the
3 Aggrieved Employees shall be bound by Released PAGA Claims.

4 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
5 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
6 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
7 Participating Class Members as an admission of, or evidence of, the validity of any of the
8 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
9 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
10 Representatives or Participating Class Members as an admission of, or evidence of, any fault or
11 omission of Defendant or any of the other Released Parties in any civil, criminal, or
12 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
13 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
14 this Action in any other action that may be brought against it or them in order to support a
15 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
16 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
17 or similar defense or counterclaim.

18 15. The Settlement Amount to be paid under the Settlement Agreement is
19 \$1,770,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
20 \$590,000.00 (one-third of the Settlement Amount), Class Counsel's litigation expenses of
21 \$24,693.74, Service Payments of \$10,000 to Class Representative Cindy Carranza and \$7,500 to
22 Jayson Porras Lopez, Administrator Costs of \$25,000.00 to Phoenix Settlement Administrators,
23 and \$75,000 to the LWDA for PAGA penalties and \$25,000 to the Aggrieved Employees for
24 PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with
25 paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed
26 on the Wage Portion of the Individual Class Payments, which shall be reported through the
27 Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and
28 adequate, and awards the payments set forth below from the Settlement Amount:

1 A) \$590,000.00 to Class Counsel for attorneys fees in light of the benefit
2 obtained on behalf of the Class;

3 B) \$24,693.74 to Class Counsel for litigation costs;

4 C) \$10,000 to Class Representative Cindy Carranza and \$7,500 to Class
5 Representative Jayson Porras Lopez as Service Awards;

6 D) \$25,000.00 to the Settlement Administrator, Phoenix Settlement
7 Administrators;

8 E) \$75,000 to the LWDA;

9 F) \$25,000 to the Aggrieved Employees on a pro rata basis;

10 G) After deducting the foregoing payments from the Settlement Amount, the
11 remainder shall form the Net Settlement Amount payable to the Participating Class
12 Members as set forth in the Settlement Agreement and as calculated by the Settlement
13 Administrator.

14 16. The Settlement Administrator is directed to calculate the Participating Class
15 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
16 Payments and issue all payments in accordance with the Settlement Agreement and this
17 Order/Judgment.

18 17. Concurrently with mailing the settlement checks to the Participating Class
19 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
20 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
21 check for the Participating Class Members, noting the following: "Please be advised that on
22 [*insert date*], the Superior Court of California for the County of San Bernardino entered
23 Judgment in the case entitled *Carranza v. Dreamfields Brands Inc*, pending in Superior Court of
24 the State of California, County of San Bernardino, Case No. CIVSB2216530, on behalf of all
25 current and former nonexempt employees employed by Defendant in California at any time
26 during the Class Period of August 2, 2018, through December 31, 2024."

27 18. The Class Members shall have 180 days to negotiate each settlement check from
28 the date of issuance by the Settlement Administrator. In the event that a Participating Class

Member or Aggrieved Employee does not negotiate a check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the person.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

Date the Final Order is Entered	The Effective Date occurs.
60 days after the Effective Date (Approx: March 14, 2026)	<u>Payment #1:</u> Defendant shall fund 50% of the Settlement Amount, plus one-half of its share of payroll taxes, to the Settlement Administrator.
10 days after receipt of Payment #1	Settlement Administrator to issue one-half (50%) of all payments, including 50% of all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself 50% of the Administrator Costs. Checks from Payment #1 will be valid for 180 days.
240 days after the Effective Date (Approx: September 10, 2026)	<u>Payment #2:</u> Defendant shall fund the remaining 50% of the Settlement Amount, plus one-half of its share of payroll taxes, to the Settlement Administrator.
10 days after receipt of Payment #2	Settlement Administrator to issue one-half (50%) of all payments, including 50% of all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself 50% of the Administrator Costs.

180 days after Payment #2 is issued (Approx: March 9, 2027)	Deadline for Participating Class Members and Aggrieved Employees to cash checks from Payment #2.
15 days before Hearing re Disbursement	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of the process of forwarding unclaimed funds to the State Controller.
Date: _____, 2027 Time: _____	Hearing re: status of disbursements.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, Aggrieved Employees, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

HON. JOSEPH ORTIZ