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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GREGORY MEADE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PUMPKIN CITY'S PUMPKIN FARM INC.,
a California corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2024-01382083-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Date: January 24, 2025
Time: 10:00 a.m.
Dept.: CX105
Reservation ID No.: 74397982

Action Filed: February 27, 2024
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Gregory Meade (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, Second District Court of Appeal, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over thirty (30) active wage and hour class and/or PAGA actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

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1 5. I have also been appointed as Class Counsel in over forty (40) class action
2 settlements that have been granted final approval. The following is a non-exhaustive list of the
3 recent wage and hour class actions in which I have been named as Class Counsel and awarded
4 attorney's fees following a lodestar cross-check: *Santiago Gutierrez v. M.M.C.L., Inc. dba*
5 *California Landcare*, Case No. 30-2021-01182371-CU-OE-CXC, Honorable Randall J.
6 Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on a rate
7 of \$575 per hour for work performed in 2021-2023); *Robert Lewis v. IMERYS Filtration*
8 *Minerals, Inc., et al.*, Case No. 22CV02874, Santa Barbara County Superior Court, Honorable
9 Jed Beebe, presiding (awarding attorney's fees following a lodestar cross-check based on a rate
10 of \$575 per hour for work performed in 2021-2023); *Roberto Arcos, et al. v. Panoramic Doors,*
11 *LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable
12 Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based
13 on a rate of \$650 per hour for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US,*
14 *LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T.
15 Ortiz, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of
16 \$650 per hour for work performed in 2021-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*,
17 Case No. 2:21-cv-06732-JAK-AS, United States District Court Central District of California,
18 Honorable John A. Kronstadt, presiding (approving an hourly rate of \$650 for work performed
19 in 2022-2024); and *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
20 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
21 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
22 work performed in 2022-2024).

23 6. I have also been appointed as Class Counsel following a contested motion to
24 certify one or more classes in three (3) class action lawsuits, including as the lead litigation
25 attorney in the following cases:

- 26 • *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino
27 County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid
28

overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and

- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2024, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception, and believe that the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is a fair and reasonable result for the participating Settlement Class members.

9. Defendant Pumpkin City’s Pumpkin Farm Inc. (“Defendant”) operates seasonal pumpkin patches, Christmas tree lots, and strawberry stands. Plaintiff was employed by Defendant as a non-exempt “Ride Handler” at Defendant’s Laguna Hills pumpkin patch location from approximately September through October 2023. Like all Settlement Class members, Plaintiff was subject to Defendant’s wage and hour policies and practices.

10. On February 27, 2024, Plaintiff filed a class action complaint alleging Defendant failed to: (i) pay all overtime wages owed; (ii) pay all minimum wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) issue accurate and itemized wage statements; (vi) timely pay all final wages upon separation; and (vii) comply with California’s Unfair Competition laws. On May 3, 2024, after exhausting his administrative remedies with the LWDA, Plaintiff filed the operative FAC to add an eighth cause of action for civil penalties under PAGA, premised on the same underlying Labor Code violations. Attached hereto as **Exhibit 3** are true and correct copies of Plaintiff’s February 27, 2024 PAGA Notice letter, Plaintiff’s LWDA submission page, and the LWDA’s confirmation of receipt.

1 11. Plaintiff alleges that Defendant failed to maintain accurate records of the hours
2 actually worked by Plaintiff and other non-exempt employees, resulting in unpaid wages.
3 Specifically, Plaintiff and other non-exempt employees were required to complete work tasks
4 prior to the scheduled start of their shifts and after the end of their scheduled shifts, such as ride
5 maintenance, cleaning, and/or waiting to be relieved from their stations by other employees, but
6 Defendant failed to compensate them for time performing work outside of their scheduled shift
7 times. Instead of paying for all time actually worked, Plaintiff alleges that Defendant only
8 recorded and paid Plaintiff and the other non-exempt employees for their scheduled hours,
9 resulting in pre- and post-shift work regularly not being compensated.

10 12. However, Defendant asserts that its timekeeping policies/practices complied with
11 California law and that it has always properly compensated Settlement Class members for all
12 hours worked throughout the Class Period. Defendant further contends that Settlement Class
13 members did not work off-the-clock and that its policies specifically disavow such off-the-clock
14 work. Defendant further argues that Plaintiff's off-the-clock claim is not appropriate for class
15 treatment, as it would require individualized inquiries into whether each employee actually
16 performed any work while off-the-clock, and if so, how much, which is made increasingly
17 difficult since off-the-clock time is inherently not recorded, resulting in an unmanageable series
18 of mini-trials.

19 13. Plaintiff further asserts that Defendant failed to provide the Settlement Class
20 members with all timely duty-free, uninterrupted 30-minute meal periods to which they were
21 entitled. Specifically, Plaintiff claims Defendant required Settlement Class members to delay or
22 miss their meal periods due to the work demands placed on them by Defendant. Plaintiff further
23 alleges that Defendant failed to provide lawful meal periods for shifts lasting more than 5.0
24 hours but fewer than 6.0 hours, and failed to record the start and end times of employees' meal
25 periods.

26 14. In response, Defendant contends it maintained lawful meal period
27 policies/practices throughout the Class Period. Therefore, Defendant asserts that if Settlement
28 Class members did not take timely or duty-free meal periods, this was solely the result of

employee choice and not reflective of Defendant's policies and practices. Defendant contends that Plaintiff's meal period claim is not suited for class certification as individual inquiries would be required to assess whether an employee chose to not take an otherwise provided meal period, whether an employee ever validly waived a meal period, and whether a premium was paid on each shift in which a meal period was truly not provided, resulting in an unmanageable series of mini-trials.

15. Plaintiff further alleges that Defendant failed to authorize and permit the Settlement Class members to take all lawful rest periods to which they were entitled. As with meal periods, Plaintiff asserts that work demands forced Plaintiff and the Settlement Class members to remain on duty at all times to man their designated stations. Plaintiff also alleges that Defendant failed to pay *any* rest period premiums during the relevant time period; an issue which itself is certifiable.

16. Defendant maintains it authorized and permitted the Settlement Class members to take all lawful rest periods to which they are entitled. Moreover, Defendant asserts it implemented a facially lawful written rest period policy that it enforced during the putative class period, and designated specific employees as "floaters" who were responsible for relieving the other employees in order for them to take rest periods during the work day. Further, Defendant asserts that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, which Defendant argues Plaintiff will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials.

17. As a result of Defendant's alleged failure to pay all overtime wages, minimum wages, and meal period and rest period premiums, Plaintiff asserts that Defendant also failed to issue accurate and itemized wage statements and failed to timely pay all final wages at the time of separation. As a result of these alleged Labor Code violations, Plaintiff also seeks PAGA civil penalties on behalf of all aggrieved employees.

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1 18. In response, Defendant argues that Plaintiff's underlying claims will fail and, as
2 a result, the derivative wage statement, waiting time, and PAGA claims will also fail. Defendant
3 also maintains that Plaintiff cannot show that the wage statement violations were "knowing and
4 intentional," or that the putative class members "suffer[ed] injury" as a result of the alleged
5 violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties.
6 Moreover, Defendant maintains that its good faith defenses to Plaintiff's underlying claims
7 would preclude the recovery of waiting time penalties, which are only available for the "willful"
8 failure to pay wages, and that this Court would exercise its discretion to substantially reduce any
9 PAGA penalties awarded.

10 19. Finally, Defendant has also argued that as a small, family-owned business, it
11 simply did not have the financial resources to satisfy a sizable judgment or settlement.
12 Defendant produced the last four years' worth of financial statements, including balance sheets
13 and profit & loss/income statements, for Plaintiff to review to support Defendant's position.
14 Plaintiff's counsel ultimately concluded, based on this financial review, that it would be an
15 uphill battle to collect a judgment that was significantly in excess of the amount offered in
16 settlement.

17 20. In connection with mediation, Defendant provided Plaintiff with electronic
18 timekeeping and payroll records for all of Settlement Class members spanning the entire Class
19 Period, as well as key policy documents and data points and the financial documentation
20 detailed above. Plaintiff then analyzed the produced data and conducted a comprehensive, class-
21 wide analysis to create a class-wide exposure model for the claims at issue. On July 25, 2024,
22 the Parties participated in a mediation session with mediator Michael Ludwig, Esq., during
23 which the Parties exchanged divergent views on Defendant's liability and exposure valuations
24 and the likelihood of certification of Plaintiff's claims. At the conclusion of mediation, Mr.
25 Ludwig made a mediator's proposal that the Parties ultimately accepted. Over the following
26 months, the Parties finalized the terms of the proposed Settlement now before the Court.

27 21. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties'
28 Stipulation of Settlement. Attached hereto as **Exhibit 2** are true and correct copies of the

1 Notice of Class and PAGA Action Settlement, Notice of Estimated Individual Settlement
2 Payment, and the Request for Exclusion Form (collectively, the “Notice Packet”).

3 22. If the Court preliminarily approves this settlement, Defendant will pay a
4 Maximum Settlement Amount (“MSA”) of \$225,000.00. This Settlement is non-reversionary,
5 and Settlement Class members will automatically receive their Individual Settlement Payments
6 unless they affirmatively opt-out.

7 23. Settlement Class members can be easily identified using Defendant’s
8 employment and payroll records. Defendant represents that the Settlement Class consists of
9 approximately 1,100 individuals, rendering it impracticable to bring all Settlement Class
10 members before the Court. Based on the estimated Net Settlement Amount (“NSA”), average
11 Individual Settlement Payments are approximately \$99.10, with the lowest possible estimated
12 Individual Settlement Payment of \$5.88 (in the event a Settlement Class member worked only
13 one single work day during the Class Period, equivalent to \$15.83 per workweek) and the
14 highest possible estimated Individual Settlement Payment of \$8,431.92 (in the event a
15 Settlement Class member worked six days per week in every workweek throughout the Class
16 Period). Based on the 25% share of the PAGA civil penalties designated as the PAGA Amount
17 payable to PAGA Aggrieved Employees, the average Individual Settlement Payment from the
18 PAGA Amount is projected to be approximately \$5.13, with the lowest possible estimated
19 Individual Settlement Payment from the PAGA Amount of \$1.94 (in the event a PAGA
20 Aggrieved Employee worked only one pay period during the PAGA Period) and the highest
21 possible estimated Individual Settlement Payment from the PAGA Amount of \$79.54 (in the
22 event a PAGA Aggrieved Employee worked in every pay period throughout the PAGA Period).
23 Plaintiff’s estimated Individual Settlement Payment is approximately \$170.52, excluding any
24 requested enhancement award.

25 24. For tax purposes, each Individual Settlement Payment will be allocated as 20%
26 wages (subject to applicable withholdings), and 80% interest and penalties (not subject to
27 withholdings). Each PAGA Amount payable to the PAGA Aggrieved Employees shall be
28 allocated as 100% penalties. This allocation between taxable and non-taxable amounts is

appropriate because the unpaid wages portion of Plaintiff's exposure analysis only amounts to approximately 20% of the total reasonable exposure Defendant faced due to the substantial derivative penalties that stem from these unpaid wages. Further, Defendant will pay the employer's share of payroll taxes separate and apart from, and in addition to, the MSA.

25. At the time of seeking final settlement approval, Plaintiff will apply for a Class Representative Enhancement Award in the amount of \$5,000 for his service to the Settlement Class and his general release of all claims. Plaintiff's requested class representative Enhancement Award is intended to recognize the significant time and effort that he expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit and providing factual information to his attorneys, holding various phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussing the status of the case and general case strategy with his attorneys on multiple occasions, providing valuable input to assist his attorneys in preparing for mediation, being available for the full-day mediation that lead to the Settlement, reviewing and providing input regarding the Settlement in this case, and otherwise assisting his attorneys in moving the case towards resolution, the significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

26. Class Counsel will also apply for an attorneys' fee award of up to one third of the MSA and up to \$15,000 in reimbursement for actual litigation costs. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, reviewing class documents and data produced by Defendant, extensively reviewing and evaluating the produced timekeeping and payroll records to build a comprehensive damages model, reviewing and evaluating Defendant's produced financial records, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement, Notice Packet documents, preparing this motion for preliminary approval, and otherwise litigating the case. Class Counsel will also expend future attorney time

1 attending the hearing on this Motion, overseeing the Notice process, drafting the Final Approval
2 Motion and supporting documents, attending the Final Approval hearing, and completing other
3 tasks, such as fielding questions from Settlement Class members. Class Counsel will provide the
4 Court with a lodestar analysis when seeking an award of attorneys' fees, including information
5 about counsel's hourly rates and the time spent on the case. Plaintiff will also provide additional
6 documentation at final approval in support of the request for reimbursement of litigation costs
7 incurred.

8 27. Class Counsel carefully vetted the claims at issue, reviewed Settlement Class
9 member data spanning the entire Class Period and all relevant policy documents, analyzed the
10 data, and created a comprehensive damages model for Defendant's liability.

11 28. Although the Parties engaged in substantial informal discovery and information
12 exchange prior to mediation, the Parties had agreed to refrain from engaging in formal written
13 and deposition discovery until after exhausting their settlement efforts at mediation. Absent
14 settlement, the Parties will be required to expend substantial time and resources conducting
15 extensive formal written and deposition discovery. Moreover, Plaintiff has not yet filed for class
16 certification, and thus, absent settlement, the Parties would face the prospect of appeals in the
17 wake of a disputed class certification ruling and/or an adverse summary judgment ruling. Even
18 if Plaintiff succeeded in certifying one or more classes, the Parties would incur considerably
19 more attorneys' fees and costs through a possible decertification motion, trial, and possible
20 appeal. Further, Defendant's financial condition was likely to greatly impact the course of the
21 litigation if the matter had not resolved.

22 29. At the time of the proposed Settlement, Plaintiff had not filed his motion for
23 class certification. Had the Court certified any claims, Plaintiff anticipated that Defendant
24 would seek decertification. There was also a risk that Defendant would engage in a *Pick-up-Stix*
25 campaign that could either affect Plaintiff's ability to maintain the numerosity required to
26 proceed as a class action, or significantly reduce the size of the putative class for a fraction of
27 what Settlement Class members are receiving through this Settlement. Therefore, absent the
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Settlement, there was a serious risk that Plaintiff would be unable to move forward on a class-wide basis.

30. Plaintiff data analysis determined that Settlement Class members worked an aggregate total of 18,516 shifts during the Class Period. Plaintiff estimates that Settlement Class members spent approximately fifteen (15) minutes on average before and after their shifts each workday performing off-the-clock work. Accordingly, Plaintiff calculated Defendant's maximum potential exposure for off-the-clock wage violations at approximately \$135,352 (15 minutes per shift * 18,516 aggregate work shifts * \$14.62 weighted minimum wage * 2 (liquidated damages)).

31. As noted above, Defendant argues that it has always properly compensated Settlement Class members for all hours worked and that Plaintiff's off-the-clock claim is not appropriate for class treatment. Based on these defenses, Plaintiff discounted the maximum potential exposure by 45% for risk of non-certification, and by an additional 25% for the risk of losing on the merits, to arrive at an estimated exposure of \$55,833.

32. Plaintiff's data analysis revealed that non-exempt employees received an average hourly rate of approximately \$16.21 and worked an aggregate total of approximately 11,621 shifts over 5.0 hours during the Class Period that contained an unlawful meal period, whether by being missed, late and/or short, and for which no meal period premiums were paid. Accordingly, Plaintiff calculated Defendant's liability on this claim at \$188,393 (11,622 meal period violations * \$16.21 average premium).

33. Defendant asserts, however, that it maintained a lawful meal period policy/practice at all times during the Class Period and that any failure by an employee to take a lawful meal period was the result of employee choice rather than company policy, requiring individual inquiries into the reasons why each non-compliant meal period was untimely or missed on any given day. Given these defenses, Plaintiff discounted the maximum exposure by 40% for the risk of non-certification, and by an additional 40% for risk of losing on the merits, to arrive at an estimated exposure of \$67,821.

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1 34. Plaintiff's data analysis revealed that non-exempt employees worked an
2 aggregate total of 16,308 shifts in excess of 3.5 hours during the Class Period. Plaintiff
3 estimates a rest period violation occurred on approximately 60% of work shifts in excess of 3.5
4 hours. Thus, Plaintiff calculated Defendant's maximum potential exposure on this claim at
5 \$158,611 (16,308 shifts over 3.5 hours * 60% violation * \$16.21 approximate avg. premium).

6 35. But as noted above, Defendant argues it has always authorized and permitted
7 duty-free rest periods in accordance with California law, including implementing lawful written
8 rest period policies and providing a "floater" as coverage so employees could be relieved of all
9 duties to take all duty-free rest periods to which they were entitled. Therefore, Defendant asserts
10 that Plaintiff's damages calculation is severely overstated. Further, Defendant asserts that this
11 claim is not amenable to class certification given the individual inquiries required to determine
12 whether each employee was authorized and permitted to take a lawful rest period and on which
13 days, particularly given that rest periods were not recorded. Given these defenses, Plaintiff
14 discounted the maximum exposure by 50% for the risk of non-certification, and by an additional
15 50% for risk of losing on the merits, to arrive at an estimated exposure of \$39,653.

16 36. According to the key data points provided by Defendant, approximately 487
17 Settlement Class members are eligible for wage statement penalties, and a total of 1,176 wage
18 statements were issued during the relevant period. Plaintiff calculated Defendant's maximum
19 possible wage statement exposure as approximately \$93,250 ((487 initial violations * \$50 per
20 pay period) + (689 subsequent pay periods * \$100 per pay period)). However, Defendant raised
21 numerous defenses, including that the alleged violations, if any, were not "knowing and
22 intentional," and that Plaintiff could not show that the Settlement Class members "suffer[ed]
23 injury" as a result of any alleged violations. Defendant further argued that Plaintiff's underlying
24 claims would fail, and, therefore, his wholly derivative wage statement claim would also fail.
25 Therefore, Plaintiff discounted the maximum exposure by 40% for the risk of non-certification
26 of the underlying claims and 90% for a risk of being unsuccessful on the merits, including
27 failing to prove the violations were "knowing and intentional," that the Settlement Class
28 members "suffer[ed] injury," or that the Court would find that Defendants had a reasonable,

1 good faith belief that of compliance with wage and hour laws precluding the imposition of wage
2 statement penalties, for an estimated recovery of \$5,595.

3 37. Based on Plaintiff's data analysis, approximately 918 Settlement Class members
4 separated their employment during the relevant period applicable to this claim and were entitled
5 to waiting time penalties. Plaintiff therefore calculated Defendant's maximum exposure of
6 \$3,571,387 (918 former employees * average waiting time penalty of \$3,890.40 (\$16.21
7 approximate average hourly rate * 8 hours * 30 days)). Defendant maintains that waiting time
8 penalties are not appropriate because Plaintiff's claims fail on the merits, and given their good-
9 faith defenses, Plaintiff cannot show that any failure by Defendant to pay all final wages was
10 willful. Plaintiff discounted this claim by 75% for the risk of non-certification and by an
11 additional 90% for risk of being unsuccessful on the merits, failing to establish willfulness, or
12 that the Court would find a reasonable, good faith dispute over whether any wages are due
13 precluding the imposition of waiting time penalties, for an estimated recovery of \$89,285.

14 38. Plaintiff alleges that PAGA civil penalties would be recoverable for each pay
15 period in which he could prove an underlying Labor Code violation. According to Plaintiff's
16 data analysis, the Settlement Class members worked a combined total of 1,176 pay periods
17 during the PAGA liability period in which at least one of Plaintiff's alleged Labor Code
18 violations occurred. Plaintiff therefore calculates Defendant's maximum PAGA exposure at
19 \$117,600 (1,176 pay periods * \$100 per violation). However, these penalties are exclusively
20 derivative of the underlying violations that Defendant vigorously disputes, both as to
21 certification and the merits. Plaintiff also recognizes that the Court has discretion to
22 substantially reduce any award of PAGA penalties. Plaintiff discounted the maximum figure by
23 20% for the risk that he would not prevail on the underlying claims and/or that the damages
24 were overstated, and by an additional 90% for risk of the Court reducing penalties, for an
25 estimated exposure of \$9,408.

26 39. Using these estimated figures, Plaintiff estimated that the potential reasonable
27 recovery for the Settlement Class would be approximately \$267,595. Thus, the proposed
28 recovery to the Settlement Class of \$225,000.00 represents approximately 84.1% of Plaintiff's

1 reasonably forecasted class-wide recovery, which is within the range approved by courts as
2 being fair, reasonable and adequate, especially in light of Defendant's limited financial
3 resources and cash-flow constraints, while also avoiding further expense and risk of proceeding
4 towards class certification and trial.

5 40. The decision to settle this matter was also informed by Plaintiff's review of
6 Defendant's confidential financial records which suggested that even if Plaintiff was to prevail
7 at trial and obtain a multi-million-dollar judgment, Plaintiff would face significant difficulties in
8 collecting on the judgment.

9 41. Concurrently with the filing of this motion, Plaintiff provided notice of the
10 proposed Settlement, as well as copies of the Motion for Preliminary Approval and all papers
11 filed in support hereof, to the LWDA. Attached hereto as **Exhibit 4** are true and correct copies
12 of Plaintiff's Settlement submission and the LWDA's confirmation of receipt.

13 42. I confirm that I do not have any interest or involvement in, and am not affiliated
14 with, the proposed settlement administrator, Apex Class Action Administration.

15 I declare under penalty of perjury under the laws of the United States and the state of
16 California that the foregoing is true and correct. Executed on October 4, 2024, at El Segundo,
17 California.

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19 Matthew K. Moen
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EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Gregory Meade (“Plaintiff” or “Class Representative”), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Pumpkin City’s Pumpkin Farm Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden M. Khachadoorian of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Erin D. Leach and Alexis R. Sadakane of Snell & Wilmer L.L.P. (collectively, “Defense Counsel”).

On February 27, 2024, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court, titled *Gregory Meade v. Pumpkin City’s Pumpkin Farm Inc.*, Case No. 30-2024-01382083-CU-OE-CXC (the “Action”). On May 3, 2024, Plaintiff filed the operative First Amended Complaint, alleging that Defendant: (i) failed to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all lawful rest periods; (v) failed to issue accurate itemized wage statements; (vi) failed to timely pay all final wages due upon separation from employment; (vii) failed to comply with California’s Unfair Competition laws; and (viii) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2968 *et seq.* (“PAGA”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California at any time between February 27, 2020 and the date of preliminary approval or September 23, 2024, whichever is sooner (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this Action or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff, and each Settlement Class member who does not timely opt-out of the settlement (except as to the PAGA claims specified below), shall fully and finally release and discharge Defendant and any and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, investors, owners, partners, officers, directors, employees, agents, attorneys, insurers, consultants, successors and assigns (collectively, the “Released Parties”) as follows:

A. **Release by Settlement Class.** All Settlement Class members who do not timely opt out shall fully and finally release and discharge the Released Parties from

liability for all claims, demands, rights, liabilities and causes of action based on the factual allegations set forth in the operative First Amended Complaint in the Action or Plaintiff's PAGA Notice to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including, but not limited to: (i) failure to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failed to issue accurate itemized wage statements; (vi) failure to timely pay all final wages due upon separation from employment; and (vii) failure to comply with California's Unfair Competition laws ("Released Claims"). This release shall run from February 27, 2020 through the close of the Class Period.

B. **Release of PAGA Claims.** It is understood and acknowledged that all current and former non-exempt employees who worked for Defendant in California at any time between February 27, 2023 through the close of the Class Period (the "PAGA Period") shall be referred to as the "PAGA Aggrieved Employees" and will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement. All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff's letter to the California Labor and Workforce Development Agency ("LWDA") dated February 27, 2024, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims"). This release shall run from February 27, 2023 through the close of the Class Period.

C. **General Release by Plaintiff.** In light of Plaintiff's Class Representative Enhancement Award, Plaintiff agrees to a general release, as an individual and in addition to the Released Claims and PAGA Released Claims described above, of any and all claims, whether known or unknown, under federal law or state law against the Released Parties arising from his employment with Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

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

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be

construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding. However, Plaintiff waives any right to monetary relief related to such a charge or administrative complaint.

- D. **Effective Date:** The “Effective Date” of the Settlement shall be the day after all of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) judgment approving the settlement becomes Final. The term “Final” means: (i) if no objections are made to the Settlement, or if any objections to the Settlement are withdrawn, then the Settlement will be “Final” on the date the Court enters judgment on the Settlement; (ii) if an objection is made to the Settlement and not withdrawn, and the objection is overruled by the Court with no appeal being taken, then the Settlement will be “Final” on the expiration date of the time for filing or noticing any appeal of the judgment; (iii) if there is an appeal of the Court’s judgment, the Settlement will be “Final” on the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court and/or United States Supreme Court; or (iv) if a petition for writ of certiorari is filed, the Settlement will be “Final” on the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Apex Class Action Administration as the “Settlement Administrator” to administer this Settlement.
- B. The Maximum Settlement Amount shall be paid by Defendant in two equal installment payments, with the first installment payment due thirty (30) calendar days after the Effective Date, and the second installment due on or by November 14, 2025. The installment payments shall be deposited with the Settlement Administrator and held in an established, interest-bearing Qualified Settlement Fund (“QSF”).
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are not to exceed \$13,490.00;
 - (3) Up to \$5,000.00 for Plaintiff’s Class Representative Enhancement Award in recognition for Plaintiff’s contributions to the Action and service to the Settlement Class and his full release. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Award,

Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

(4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$75,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$15,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and

(5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$7,500.00, will be payable to the LWDA, and the remaining 25%, or \$2,500.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

D. The amounts described in Section 3.C.(1)-(5) are subject to Court approval. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Maximum Settlement Amount in connection with this Agreement except (i) any amount under the Escalator Clause in Section 3.G. if it comes into play and (ii) any employer-side payroll taxes to be paid separately by Defendant under Section 3.F.

F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

G. **Escalator Clause.** In advance of mediation, Defendant represented that there are an estimated 6,888 aggregate workweeks worked by the approximately 1,100 Settlement Class members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members exceeds this figure by more than 10% (i.e., if there are 7,577 or more aggregate workweeks worked by the Settlement Class members), Defendant shall increase the Maximum Settlement Amount on a proportional basis above the 10% (i.e., if there was a 12% increase in the number of aggregate workweeks, Defendant shall increase the Maximum Settlement Amount by 2%).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Award, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
- i. PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.
 - ii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between February 27, 2023 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member's total pay periods worked during the aforementioned time period, and the denominator of which is the aggregate number of pay periods worked by all participating Settlement Class members during the aforementioned time period.
 - iii. Waiting Time Amount: Fifty percent (50%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between February 27, 2021 and the end of the Class Period.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of shifts worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total shifts worked during the Class Period, and the denominator of which is the total number of shifts worked by all participating Settlement Class members during the Class Period.

- C. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.
- D. Each Individual Settlement Payment shall be allocated as twenty percent (20%) wages (subject to applicable withholdings), and eighty percent (80%) interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.
- E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transferred to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiff nor any of the Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$75,000.00, to come from the Maximum Settlement Amount. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$15,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for a Class Representative Enhancement Award in the amount of \$5,000.00 from the Maximum

Settlement Amount for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant agrees to the appointment of Apex Class Action Administration as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$13,490.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks, tax documents, and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members and the PAGA payment is made to the LWDA.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden K. Khachadorian of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Gregory Meade as Class Representative for the Settlement Class;
- D. Approving Apex Class Action Administration as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class and PAGA Action Settlement, Notice of Estimated Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within twenty-one (21) days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, pay

period and shift data for all Settlement Class members based on the calculation method set forth above.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a

Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement(except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal or comment thereon.

- ii. The Settlement Administrator shall serve all requests for exclusion as received on Defendant's counsel.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the Judgment. The Parties and their respective counsel each agree that they will not distribute to any Settlement Class member any documents, notices, or written information regarding the Action or the settlement other than documents, notices, or information approved by the Court, including but not limited to any documents, notices, or written information that would encourage or discourage a Settlement Class member from opting out, unless a specific request is first made to them by the Settlement Class member.
 - iv. PAGA Aggrieved Employees. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the class action portion of the Settlement.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment (excluding any tax calculations) as well as all of the information that was used to calculate the estimated Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the

information stated in the Notice of Estimated Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.
- H. Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law. Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a class claim against a company so long as neither Defendant, nor the Plaintiff are identified. However, Class Counsel is authorized to make disclosures to the Court and the LWDA, the Class members, the PAGA members, the Settlement Administrator, and for any other reason necessary to effectuate obtaining the approval of the settlement or the administration thereof. Notwithstanding the foregoing, Class Counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of Class Counsel's experience and/or adequacy in PAGA representative actions and/or class actions. Nothing in the provision is intended to violate California Rules of Professional Conduct Rule 5.6

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendant:	Erin D. Leach of Snell & Wilmer L.L.P. 600 Anton Boulevard, Suite 1400, Costa Mesa, CA 92626 eleach@swlaw.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party

or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

GREGORY MEADE

Dated: 09/12/24


Gregory Meade (Sep 12, 2024 10:39 PDT)
Gregory Meade, Plaintiff

PUMPKIN CITY'S PUMPKIN FARM INC.

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: 09/12/2024

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiff

Dated: _____

SNELL & WILMER L.L.P.

By: _____
Erin D. Leach
Alexis R. Sadakane
Attorneys for Defendant

or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

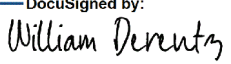
GREGORY MEADE

Dated: _____

Gregory Meade, Plaintiff

PUMPKIN CITY'S PUMPKIN FARM INC.

Dated: 9/4/2024

DocuSigned by:

D3C03CDE6B8E4FD...
By: William Derentz
Its: President

APPROVED AS TO FORM:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiff

Dated: 9/4/2024

SNELL & WILMER L.L.P.


By: _____
Erin D. Leach
Alexis R. Sadakane
Attorneys for Defendant

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

GREGORY MEADE, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

PUMPKIN CITY'S PUMPKIN FARM INC., an Ohio
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2024-01382083-CU-OE-CXC

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant Pumpkin City's Pumpkin Farm Inc. ("Defendant") in California at any time between February 27, 2020 and the date of **<<PRELIM APPROVAL DATE OR SEPTEMBER 23, 2024, WHICHEVER OCCURS SOONER>>**. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Gregory Meade v. Pumpkin City's Pumpkin Farm Inc.*, Orange County Superior Court, Case No. 30-2024-01382083-CU-OE-CXC (the "Lawsuit"). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed by Defendant as a non-exempt employee in California at any time between February 27, 2020 and **<<PRELIM APPROVAL DATE OR SEPTEMBER 23, 2024, WHICHEVER OCCURS SOONER >>**. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Gregory Meade ("Plaintiff") brought this lawsuit against Defendant, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to issue accurate itemized wage statements; (6) failed to timely pay all final wages due upon separation from employment; (7) failed to comply with California's Unfair Competition laws; and (8) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong, and denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages or amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability or wrongdoing on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the interests of Settlement Class Members and in Defendant's best interest to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided substantial relevant information to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties with the assistance of a neutral mediator.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Defendant:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com Aden M. Khachadorian (SBN 346908) akhachadorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	SNELL & WILMER L.L.P. Erin D. Leach, Bar No. 247785 eleach@swlaw.com Alexis R. Sadakane, Bar No. 323694 asadakane@swlaw.com 600 Anton Boulevard, Suite 1400 Costa Mesa, CA 92626 Telephone: (714) 427-7000 Facsimile: (714) 427-7799 swlaw.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a settlement class – for settlement purposes only – of all current and former non-exempt employees who worked for Defendant in California at any time between February 27, 2020 through <<PRELIM APPROVAL DATE OR SEPTEMBER 23, 2024, WHICHEVER OCCURS SOONER >> (the “Class Period”). Settlement Class Members who do not submit a valid and timely Request for Exclusion Form pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as described below in the “Release” section.

Defendant has agreed to pay \$225,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Award. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Apex Class Action Administration to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$13,490.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying

all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$75,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Award. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Award. This is meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class Members as well as in exchange for a full release.

PAGA Payment to the State of California. The parties have agreed to allocate \$10,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$7,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$2,500.00) will be payable to all current and former non-exempt employees who worked for Defendant in California at any time between February 27, 2023 through the close of the Class Period (the "PAGA Aggrieved Employees").

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time between February 27, 2023 through the close of the Class Period ("PAGA Period"), regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period
- (ii) Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Defendant at any time between February 27, 2023 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class Member's total pay periods worked during the aforementioned time period, and the denominator of which is the aggregate number of pay periods worked by all participating Settlement Class Members during the aforementioned time period.
- (iii) Waiting Time Amount: Fifty percent (50%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class Member who separated their employment from Defendant at any time between February 27, 2021 and the end of the Class Period
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of shifts worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total shifts worked during the Class Period, and the denominator of which is the total number of shifts worked by all participating Settlement Class Members during the Class Period

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement Payment must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not cashed within 180 calendar days after mailing will be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California

Civil Code § 1500 *et seq.*, in the name of the Settlement Class Member to whom the check was issued, until such time that he or she claims his or her property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as follows: 20% wages issued pursuant to an IRS Form W-2, with employee-side payroll withholding taxes withheld; and 80% Labor Code penalties and/or interest, issued pursuant to an IRS Form 1099. The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion Form shall fully and finally release and discharge Defendant and any and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, investors, owners, partners, officers, directors, employees, agents, attorneys, insurers, consultants, successors and assigns (collectively, the “Released Parties”) from liability for all claims, demands, rights, liabilities and causes of action based on the factual allegations set forth in the operative First Amended Complaint in the Action or Plaintiff’s PAGA Notice to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including, but not limited to: (i) failure to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failed to issue accurate itemized wage statements; (vi) failure to timely pay all final wages due upon separation from employment; and (vii) failure to comply with California’s Unfair Competition laws (“Released Claims”). This release shall run from February 27, 2020 through the close of the Class Period.

It is understood and acknowledged that all PAGA Aggrieved Employees, regardless of whether they opt-out of the Settlement, shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff’s letter to the California Labor and Workforce Development Agency (“LWDA”) dated February 27, 2024, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. This release shall run from February 27, 2023 through the close of the Class Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, and as stated in the accompanying Notice of Estimated Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Individual Settlement Payment. Your payment is based on the proportionate number of shifts and pay periods that you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Defendant’s records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Estimated Individual Settlement Payment. If you disagree with the information in your Notice of Estimated Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator the attached “Request for Exclusion Form” postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion Form directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, and shall be barred from participating in the class action portion of the Settlement, with the exception that all PAGA Aggrieved Employees shall receive a portion of the PAGA Amount, regardless of whether they timely submit a Request for Exclusion from the remainder of the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, last four digits of your social security number, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. All objections or other correspondence must state the name and number of the case, which is *Gregory Meade v. Pumpkin City's Pumpkin Farm Inc.*, Orange County Superior Court, Case No. 30-2024-01382083-CU-OE-CXC. Objections in writing must be postmarked on or before **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. In light of the COVID-19 pandemic, the Orange County Superior Court has implemented certain protocols that may impact your ability to attend the Final Approval Hearing in person. Current information regarding the Court's COVID-19 regulations and safety protocols can be viewed on the Court's website, at www.occourts.org.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Award to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

If the Court grants Final Approval of the Settlement, a notice of the court's final judgment and order will be posted on the Settlement Administrator's website, at **<<SETTLEMENT ADMINISTRATOR'S WEBSITE>>**.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Central Justice Center, located at 700 Civic Center Drive West, Santa Ana,

California 92701, during regular business hours. You may also contact the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>, toll free, or Class Counsel using the contact information listed above for more information. In light of the COVID-19 pandemic, the Orange County Superior Court has implemented certain protocols that may impact your ability to review the Court's files in person. Current information regarding COVID-19 regulations and safety protocols can be viewed on the Court's website, at www.occourts.org.

**PLEASE DO NOT CALL OR WRITE THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.,
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01382083-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendant's records:

- (a) You worked _____ shifts during the Class Period;
- (b) You worked _____ pay periods between February 27, 2023 and the end of the Class Period (the Wage Statement Period); and
- (c) Your employment with Defendant <<DID/DID NOT>> end between February 27, 2021 and the end of the Class Period. (the Waiting Time Period).

Based on the above, your Individual Settlement Payment is estimated to be \$_____.

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

REQUEST FOR EXCLUSION FORM

GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.,
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01382083-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], ADDRESSED AS FOLLOWS:

APEX CLASS ACTION ADMINISTRATION
GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.*, ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01382083-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC., LAWSUIT FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01382083-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT PORTION OF THIS LAWSUIT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ ____ ____ ____

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

February 27, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Gregory Meade v. Pumpkin City's Pumpkin Farm Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Gregory Meade (“Mr. Meade”) in claims arising from his employment with Pumpkin City’s Pumpkin Farm Inc., a California Corporation and Does 1 through 100 (“Defendants”). Mr. Meade is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a number of seasonal pumpkin patches (which include pumpkin sales alongside other amusements, rides and game booths) as well as Christmas tree lots and strawberry stands during the appropriate seasons. Mr. Meade was employed by Defendants as a “Ride Handler” at the Laguna Hills pumpkin patch location from approximately September through October 2023.

Defendants utilized a timekeeping system, which upon information and belief, resulted in Mr. Meade not being compensated for all hours actually worked. Specifically, although Defendants utilized a punch card system for tracking hours worked, they did not accurately record all hours actually worked. Specifically, Mr. Meade frequently performed work after the end of his shift, including performing required maintenance on his rides and/or covering for other employees who were late to their shifts, and other employees also frequently performed work prior to and after their scheduled shifts without it being recorded by Defendants. Mr. Meade and other employees were told that this work was considered “charity” and would not be compensated despite Defendants knowing that

uncompensated work was being performed. As a result of Defendants' timekeeping policies/practices, Mr. Meade and other aggrieved employees were not paid all minimum and overtime wages owed to them.

Defendants failed to provide Mr. Meade and other aggrieved employees with timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Defendants typically scheduled Mr. Meade and other aggrieved employees for shifts of 5.75 hours but did not provide any meal periods during such shifts. Upon information and belief, Defendants also did not keep any records of when employees did take meal periods in the event that they were able to take one. Defendants also failed to provide Mr. Meade and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Mr. Meade was not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Defendants' rest period policies/practices. Specifically, Mr. Meade was not authorized and permitted to take rest periods throughout the workday. Mr. Meade and other aggrieved employees were required to man their rides and/or game booths by themselves and could not leave them unattended and would be reprimanded if they left their designated station. Because rest periods were not scheduled and no relief was provided, employees were unable to take rest periods throughout their shifts. Defendant also failed to provide Mr. Meade and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

As a result of Defendants' failure to pay all minimum wages, overtime wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued inaccurate wage statements, and failed to pay all final wages to Mr. Meade and other aggrieved employees upon their separation of employment. Furthermore, although Plaintiff's final day worked during his seasonal employment was on October 31, 2023, Defendants told Mr. Meade that he would not receive his final wages until the close of the next payroll cycle on November 17, 2023 in violation of Labor Code Section 201.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Meade and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Meade and other aggrieved employees to work overtime hours but did not compensate Mr. Meade or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Meade and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Meade and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Mr. Meade and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Meade and other aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 7, § 12. As a result, Mr. Meade and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Meade and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Meade and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime

and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Meade and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, meal and rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Meade and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Mr. Meade will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Meade's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Meade and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Meade and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Meade and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Meade and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to

Mr. Meade and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- e. Defendants violated Labor Code § 226 by failing to furnish Mr. Meade and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Meade and other aggrieved employees;
- g. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Meade and aggrieved employees; and
- h. Defendants violated Labor Code § 204 by failing to pay Mr. Meade and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

CC: Pumpkin City's Pumpkin Farm Inc., William Derentz, Agent for Service of Process,
23272 Vista Grande Ste A Laguna Hills, CA 92653 (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 02/28/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8350 6488 55

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/27/2024 16:40

ORIGINAL INTENDED RECIPIENT:

PUMPKIN CITY'S PUMPKIN FARM INC

C/O: WILLIAM DERENTZ AGENT FOR SERVICE OF PROCESS

23272 VISTA GRANDE DR STE A

LAGUNA HILLS CA 92653-1489

JR



Mailer: Haines Law Group

Date Produced: 03/14/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8350 6488 55. Our records indicate that this item was delivered on 03/01/2024 at 12:12 p.m. in LAGUNA HILLS, CA 92653. The scanned image of the recipient information is provided below.

Signature of Recipient :

W Keen
W Keen

Address of Recipient :

23272 Al
Vista Canyon

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

PUMPKIN CITY'S PUMPKIN FARM INC
C/O: WILLIAM DERENTZ AGENT FOR SERVICE OF PROCESS
STE A
23272 VISTA GRANDE DR
LAGUNA HILLS CA 92653-1489

Customer Reference Number: C4832636.29026085

Return Reference Number JR



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

jramirez@haineslawgroup.

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Gregory Meade

Plaintiff/Aggrieved Employee Occupation *

Ride Handler

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Pumpkin City's Pumpkin Farm Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

23272 Vista Grande Ste A

Laguna Hills

Employer State *

California ▼

Employer Zip/Postal Code *

92653

Employer Industry *

Other ▼

Employer Industry for "Other" *

Seasonal pumpkin patches

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Provide Details of Other Violation *

Failure to pay twice monthly

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Paul

Billing Last Name *

Haines

Billing Email *

qramirez@haineslawgroup.

Billing Phone

4242922350

Billing Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite 180

Billing City *

El Segundo

Billing State *

California

Billing Zip/Postal Code *

90245

Credit Card Type *

Visa

Credit Card Number *

4154178575546940

CVV Number *

182

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2024

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File 2024-02-27 ... LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, February 27, 2024 4:36:32 PM

2/27/2024

LWDA Case No. LWDA-CM-1013568-24
Law Firm : Haines Law Group, APC
Plaintiff Name : Gregory Meade
Employer: Pumpkin City's Pumpkin Farm Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4