

**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

**STONEBROOK LAW**  
Joseph Tojarieh (SBN 265492)  
10250 Constellation Boulevard, Suite 100  
Los Angeles, California 90067  
Tel: (310) 553-5533 | Fax: (310) 553-5536  
jft@stonebrooklaw.com

*Attorneys for Plaintiff*

**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,

Plaintiffs,

v.

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. David  
A. Hoffer, Dept. CX103]*

**DECLARATION OF MADELY NAVA OF  
APEX CLASS ACTION, LLC, IN SUPPORT  
OF MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: June 20, 2025  
Time: 10:00 a.m.  
Dept.: CX105

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

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager  
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services  
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to  
5 serve as the Settlement Administrator for the above captioned *Meade v. Pumpkin City's Pumpkin Farm,*  
6 *Inc* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am  
7 personally acquainted with the information contained herein, and in the event of being summoned to  
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a  
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team  
11 comprises experienced professionals with extensive knowledge of class action settlement administration.  
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-  
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the  
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the  
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,  
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled  
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*  
19 *of Class and PAGA Action Settlement*, in English and Spanish (referred to as “Notice Packet”); (b)  
20 receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members  
21 regarding the number of workweeks recorded by Defendant Pumpkin City’s Pumpkin Farm, Inc.  
22 (“Defendant”) during the Class Period, as stated on their individualized Notice of Estimated Settlement  
23 Award.; (d) calculating individual settlement award amounts; (e) processing and mailing settlement  
24 award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,  
25 issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any  
26 unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually  
27 agreed upon by the Parties or as ordered by the Court for Apex to perform.

1       4. On January 24, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content  
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received  
3 approval from the Parties' Counsel before being mailed.

4       5. On February 14, 2025, Counsel for the Defendant provided Apex with the class data file,  
5 comprising the names, social security numbers, last known mailing addresses, the total number of  
6 relevant shifts worked by each Settlement Class Member, the total number of PAGA pay periods worked  
7 by each Settlement Class Member (if any), and whether each Settlement Class Member's employment  
8 ended between February 27, 2021 and the end of the class period. The data file was successfully uploaded  
9 to our database, where it underwent a thorough review to identify any duplicates or potential  
10 inconsistencies. The Class List consisted of a total of 732 individuals.

11       6. In preparation for the mailing process, all 732 names and addresses listed in the Class List  
12 underwent verification and updating against the National Change of Address (NCOA) database  
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the  
14 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice  
15 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If  
16 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.  
17 However, in cases where no updated address was found in the NCOA database, the original address  
18 provided by Counsel for Defendant was used for the mailing of the Notice Packet.

19       7. On March 3, 2025, The Notice Packet was sent to all 732 individuals listed in the Class List using  
20 U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

21       8. As of the date of this declaration, our office has received 38 returned Notice Packets as  
22 undeliverable. Apex conducted a computerized skip trace on the 38 returned Notice Packets in order to  
23 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted  
24 in obtaining 23 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First  
25 Class Mail.

26       9. As of the date of this declaration, there have been 23 Notice Packets re-mailed as a result of  
27 Apex's skip-tracing efforts.

10. As of the date of this declaration, 15 Notice Packets have been considered undeliverable as no updated address was found despite conducting skip tracing.

11. As of the date of this declaration, Apex has received 1 request for exclusion from Serinami Magallanes. The deadline for submitting a request for exclusion from the Settlement was May 2, 2025.

12. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement was May 2, 2025.

13. As of the date of this declaration, Apex has not received any disputes from Class Members. The deadline for submitting a dispute was May 2, 2025.

14. As of the date of this declaration, Apex will report 731 Participating Class Members, constituting 99.86% of the total 732 Settlement Class Members.

15. The estimated Net Settlement Amount available to Participating Settlement Class members is as follows:

|                                        |              |
|----------------------------------------|--------------|
| Gross Settlement Amount                | \$225,000.00 |
| Attorney's Fees                        | \$75,000.00  |
| Attorney's Expenses                    | \$7,806.57   |
| Class Representative Enhancement Award | \$5,000.00   |
| Apex Fees                              | \$13,490.00  |
| LWDA Payment                           | \$7,500.00   |
| Net Settlement Amount                  | \$116,203.43 |
| Class Amount (45%)                     | \$52,291.54  |
| Wage Statement Amount (5%)             | \$5,810.17   |
| Waiting Time Amount (50%)              | \$58,101.72  |
| PAGA Amount                            | \$2,500.00   |

16. The *highest* Individual Settlement Payment to a Participating Class Member is currently estimated to be approximately \$1,755.66, the *average* Individual Settlement Payment is currently estimated to be approximately \$155.54, and the *lowest* Individual Settlement Payment is currently estimated to be approximately \$2.71. Plaintiff's Settlement Award is estimated at approximately \$183.44. These amounts are subject to employee-side tax and withholdings.

1 17. Class Members in the Waiting Time period will receive an estimated equal payment of \$92.96.

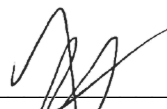
2 18. Pursuant to the Settlement Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated  
3 to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved  
4 Employees cannot opt out of the PAGA settlement. There are 334 Aggrieved Employees who worked a  
5 total of 1,396 pay periods during the PAGA Period.

6 19. The *highest* individual PAGA share for an Aggrieved Employee is approximately \$73.42, the  
7 *average* individual PAGA share is approximately \$7.49, and the *lowest* individual PAGA share is  
8 approximately \$1.79.

9 20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred  
10 and anticipated expenses, amount to \$13,490.00. Apex will proceed with additional tasks related to this  
11 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,  
12 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed  
13 upon by the Parties or ordered by the Court for Apex to undertake. A copy of our invoice is attached  
14 hereto as **Exhibit B**.

15 I declare under penalty of perjury under the laws of the State of California and the United States  
16 that the foregoing is true and correct , and that this Declaration was executed this 2nd day of June 2025,  
17 in Irvine, California.

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MADELY NAVA

# **Exhibit A**

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 September 23, 2024. 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 September 23, 2024. 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:

**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

### Attorneys for Defendant:

**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 January 24, 2025, 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 September 23, 2024 (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 Maximum Settlement Amount will be funded in two equal installment payments, with the first installment payment due thirty (30) calendar days after the Effective Date, and the second installment payment due on or by November 14, 2025. Therefore, it is currently estimated that participating Settlement Class Members can expect the Individual Settlement Payments to be mailed by approximately December 2, 2025. **Therefore, it is imperative that you notify the Settlement Administrator of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.**

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. The Maximum Settlement Amount will be paid in two equal installment payments, with the first installment payment due thirty (30) calendar days after the Effective Date, and the second installment payment due on or by November 14, 2025. Therefore, it is currently estimated that participating Settlement Class Members can expect the Individual Settlement Payments to be mailed by approximately December 2, 2025. 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 May 2, 2025. **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 May 2, 2025, 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 Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. 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 May 2, 2025.

You may also appear at the Final Approval Hearing scheduled for June 20, 2025, at 10:00 am 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](http://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 June 20, 2025, at 10:00 am, 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 <https://apexclassaction.com/pumpkin>.



#### ***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 Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619; (800) 355 - 0700, 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](http://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 May 2, 2025.

**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 Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619 **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 «Number\_of\_Shifts\_Worked\_During\_Class\_Per» shifts during the Class Period;
- (b) You worked «Number\_of\_Pay\_Periods\_During\_PAGA\_Period» pay periods between February 27, 2023, and the end of the Class Period (the Wage Statement Period); and
- (c) Your employment with Defendant «Waiting\_Time\_Notice» 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 \$«Total\_PMT».**

**(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  
MAY 2, 2025.**

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 MAY 2, 2025, ADDRESSED AS FOLLOWS:**

APEX CLASS ACTION ADMINISTRATION  
***GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.***  
SETTLEMENT ADMINISTRATOR  
P.O. BOX 54668,  
IRVINE, CA 92619  
TELEPHONE: (800) 355 - 0700

**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. 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.

**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: \_\_\_\_ \_

GREGORY MEADE, como individuo y en nombre de todos los demás en una situación similar,

Demandante

vs.

PUMPKIN CITY'S PUMPKIN FARM INC., una corporación de Ohio; y DOES del 1 al 100,

Demandados.

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

**AVISO DE ACUERDO DE DEMANDA COLECTIVA Y PAGA**

Para: Todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado Pumpkin City's Pumpkin Farm Inc. ("Demandado") en California en cualquier momento entre el 27 de febrero de 2020 y la fecha del 23 de septiembre de 2024. Colectivamente, estos empleados se denominarán "Miembros del Grupo del Acuerdo".

**POR FAVOR, LEA ATENTAMENTE ESTE AVISO  
ESTE AVISO SE LE PROPORCIONA TANTO EN INGLÉS COMO EN ESPAÑOL  
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, YA SEA QUE USTED ACTÚE O NO**

**¿Por qué debería leer este aviso?**

El Tribunal ha otorgado la aprobación preliminar de un acuerdo de demanda colectiva propuesto (el "Acuerdo") en *Gregory Meade v. Pumpkin City's Pumpkin Farm Inc.*, Tribunal Superior del Condado de Orange, Caso No. 30-2024-01382083-CU-OE-CXC (la "Demanda"). Sus derechos pueden verse afectados por el Acuerdo, y es importante que lea este aviso cuidadosamente.

Es posible que tenga derecho a recibir dinero de este Acuerdo. Los registros del Demandado muestran que usted fue empleado por el Demandado como empleado no exento en California en cualquier momento entre el 27 de febrero de 2020 y el 23 de septiembre de 2024. El Tribunal ordenó que se le envíe este Aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción de la Demanda, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicar qué pasos puede tomar para participar, objetar o excluirse del Acuerdo. Si no se excluye del Acuerdo y el Tribunal finalmente aprueba el Acuerdo, estará obligado por los términos del Acuerdo y cualquier sentencia definitiva.

**¿De qué se trata este caso?**

El Demandante Gregory Meade ("Demandante") presentó esta demanda contra el Demandado, haciendo valer reclamaciones en nombre de todos los Miembros del Grupo del Acuerdo. El Demandante es conocido como el "Representante del Grupo" y sus abogados, que también representan los intereses de todos los Miembros del Grupo del Acuerdo, son conocidos como "Abogados del Grupo".

En la Demanda, el Demandante alega que el demandado: (1) no pagó todos los salarios de horas extras; (2) no pagó todos los salarios mínimos; (3) no proporcionó todos los períodos legales de comida; (4) no autorizó ni permitió todos los períodos de descanso legales; (5) no emitió declaraciones de salarios detalladas y precisas; (6) no pagó a tiempo todos los salarios finales adeudados al momento de la separación del empleo; (7) no cumplió con las leyes de competencia desleal de California; y (8) es responsable de sanciones civiles en virtud de la Ley de Fiscales Generales Privados ("PAGA").

El Demandado niega haber hecho algo malo y niega que le deba a los Miembros del Grupo del Acuerdo ningún salario, restitución, multas u otros daños o cantidades. En consecuencia, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad o irregularidades por parte del Demandado, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del demandante. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con las operaciones comerciales, las partes concluyeron que es en interés de los Miembros del Grupo del Acuerdo y en el mejor interés del Demandado resolver la Demanda en los términos resumidos en este Aviso. Después de que el Demandado proporcionara información sustancial relevante a los Abogados del Grupo, se llegó al Acuerdo después de una mediación y negociaciones independientes entre las partes con la asistencia de un mediador neutral.

El Representante del Grupo y los Abogados del Grupo respaldan el Acuerdo. Entre las razones de apoyo se encuentran las defensas de responsabilidad potencialmente disponibles para el Demandado, el riesgo de denegación de la certificación del grupo, los riesgos inherentes del juicio sobre el fondo y las demoras e incertidumbres asociadas con el litigio en curso.

**Si usted todavía es empleado del Demandado, su decisión sobre si participar en el Acuerdo no afectará su empleo. La ley de California y la política del demandado prohíben estrictamente las represalias ilegales.** El Demandado no tomará ninguna acción laboral adversa

contra ningún Miembro del Grupo del Acuerdo ni lo atacará, tomará represalias ni discriminará contra él o no debido a su decisión de participar o no en el Acuerdo.

### ***¿Quiénes son los abogados?***

Abogados de los Demandantes / Miembros del Grupo del Acuerdo:

**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

Abogados del Demandado:

**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  
Teléfono: (714) 427-7000  
Facsímil: (714) 427-7799  
swlaw.com

### ***¿Cuáles son los términos del Acuerdo?***

El 24 de enero de 2025, el Tribunal certificó preliminarmente un grupo del acuerdo, solo para fines del acuerdo, de todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado en California en cualquier momento entre el 27 de febrero de 2020 y el 23 de septiembre de 2024 (el "Período del Grupo"). Los Miembros del Grupo del Acuerdo que no presenten un Formulario de Solicitud de Exclusión válido y oportuno de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y renunciarán a sus reclamaciones contra el Demandado, como se describe a continuación en la sección "Liberación".

El Demandado ha acordado pagar \$225,000.00 (el "Monto Máximo del Acuerdo") para resolver completamente todos los reclamos en la Demanda, incluidos los pagos a los Miembros del Grupo del Acuerdo, los honorarios y gastos de los abogados, los costos de administración del acuerdo, el pago a la Agencia del Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") por su parte de las multas civiles de PAGA y el Pago de Mejora del Representante del Grupo. El Monto Máximo del Acuerdo se financiará en dos pagos a plazos iguales, con el primer pago a plazos que vence treinta (30) días calendario después de la Fecha de Entrada en Vigor, y el segundo pago a plazos que vence el 14 de noviembre de 2025 o a más tardar. Por lo tanto, actualmente se estima que los Miembros participantes del Grupo del Acuerdo pueden esperar que los Pagos Individuales del Acuerdo se envíen por correo aproximadamente el 2 de diciembre de 2025. **Por lo tanto, es imperativo que notifique al Administrador del Acuerdo de cualquier cambio en su dirección que tenga lugar antes del desembolso para evitar demoras en la recepción de su pago.**

Las siguientes deducciones del Importe Máximo del Acuerdo serán solicitadas por las partes:

Costos de Administración del Acuerdo. El Tribunal ha aprobado que Apex Class Action Administration actúe como el "Administrador del Acuerdo", que le envía este Aviso y que realizará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado apartar hasta \$13,490.00 del Monto Máximo del Acuerdo para pagar los costos de administración del Acuerdo.

Honorarios y gastos de abogados. Los Abogados del Grupo han estado procesando la Demanda en nombre de los Miembros del Grupo del Acuerdo sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará el monto real otorgado a los Abogados del Grupo en concepto de honorarios de abogados, que se pagará con el Monto Máximo del Acuerdo. Los Miembros del Grupo del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Grupo de Abogados. Los Abogados del Grupo solicitarán honorarios de hasta un tercio del Monto Máximo del Acuerdo (que actualmente se estima en \$75,000.00) como compensación razonable por el trabajo que los Abogados del Grupo realizaron y continuarán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados del Grupo también solicitarán el reembolso de hasta \$15,000.00 por los costos verificados en los que incurrieron los Abogados del Grupo en relación con la Demanda.

Pago de Mejora del Representante del Grupo. Los Abogados de la Demanda Colectiva solicitarán al Tribunal que otorgue \$5,000.00 al Demandante como Pago de Mejora del Representante del Grupo. Esto está destinado a compensar al Demandante por su servicio y trabajo adicional proporcionado en nombre de los Miembros del Grupo del Acuerdo, así como a cambio de una liberación completa.

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").

Cálculo de los Pagos Individuales del Acuerdo de los Miembros del Grupo del Acuerdo. Después de deducir los montos aprobados por el Tribunal anteriores, el saldo del Monto Máximo del Acuerdo formará el Monto Neto del Acuerdo, que se distribuirá a todos los Miembros

del Grupo del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). El Monto Neto del Acuerdo se dividirá de la siguiente manera:

- (v) Monto de PAGA: Los \$2,500.00 pagaderos a los Empleados Agravados de PAGA como su porción del 25% de las multas civiles de PAGA se designarán como el "Monto de PAGA". Cada Empleado Agravado de PAGA que haya sido empleado por el Demandado en cualquier momento entre el 27 de febrero de 2023 y el cierre del Período de la Demanda Colectiva ("Período de PAGA"), independientemente de si presenta oportunamente una Solicitud de Exclusión, recibirá una parte del Monto de PAGA proporcional al número de períodos de pago que trabajó durante el Período de PAGA en comparación con el número total de períodos de pago trabajados por todos los Empleados Agravados de PAGA durante el Período PAGA
- (vi) Monto de la Declaración de Salario: El cinco por ciento (5%) del Monto Neto del Acuerdo se designará como el "Monto de la Declaración de Salario". Cada Miembro participante del Grupo del Acuerdo que haya sido empleado por el Demandado en cualquier momento entre el 27 de febrero de 2023 y el final del Período del Grupo, recibirá una parte del Monto de la Declaración de Salarios proporcional al número de períodos de pago que trabajó durante el período de tiempo antes mencionado, multiplicando el Monto de la Declaración de Salarios por una fracción, cuyo numerador es el total de períodos de pago del Miembro del Grupo del Acuerdo trabajados durante el período de tiempo antes mencionado, y cuyo denominador es el número total de períodos de pago trabajados por todos los Miembros participantes del Grupo del Acuerdo durante el período de tiempo antes mencionado.
- (vii) Monto del Tiempo de Espera: El cincuenta por ciento (50%) del Monto Neto del Acuerdo se designará como el "Monto del Tiempo de Espera". El Monto del Tiempo de Espera se distribuirá en partes prorrateadas en partes iguales a cada Miembro del Grupo del Acuerdo participante que separó su empleo del Demandado en cualquier momento entre el 27 de febrero de 2021 y el final del Período del Grupo
- (viii) El resto del Monto Neto del Acuerdo se distribuirá a cada Miembro participante del Grupo del Acuerdo en función de su número proporcional de turnos trabajados durante el Período del Grupo, multiplicando el Monto Neto del Acuerdo restante por una fracción, cuyo numerador es el total de turnos trabajados por el Miembro del Grupo del Acuerdo durante el Período del Grupo, y cuyo denominador es el número total de turnos trabajados por todos los Miembros participantes del Grupo del Acuerdo durante el Período del Grupo.

Pagos Individuales del Acuerdo a los Miembros del Grupo del Acuerdo. Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Grupo del Acuerdo que no presentaron una Solicitud de Exclusión válida y oportuna. El Monto Máximo del Acuerdo se pagará en dos pagos a plazos iguales, con el primer pago a plazos vencido treinta (30) días calendario después de la Fecha de Entrada en Vigor, y el segundo pago a plazos con vencimiento el 14 de noviembre de 2025 o a más tardar. Por lo tanto, actualmente se estima que los Miembros participantes del Grupo del Acuerdo pueden esperar que los Pagos Individuales del Acuerdo se envíen por correo aproximadamente el 2 de diciembre de 2025. Cada Miembro del Grupo del Acuerdo participante que reciba un Pago Individual del Acuerdo debe cobrar ese cheque dentro de los 180 días calendario a partir de la fecha en que el Administrador del Acuerdo lo envíe por correo. Todos los fondos pagaderos a los Miembros participantes del Grupo del Acuerdo cuyos cheques no se cobren dentro de los 180 días calendario posteriores al envío se transferirán a la Oficina del Contralor del Estado de California para que se mantenga de conformidad con la Ley de Propiedad No Reclamada, Código Civil de California § 1500 *et seq.*, a nombre del Miembro del Grupo del Acuerdo a quien se emitió el cheque, hasta el momento en que reclame sus bienes.

Asignación e impuestos. A efectos fiscales, cada Pago Individual del Acuerdo se asignará de la siguiente manera: 20% de salarios emitidos de conformidad con un Formulario W-2 del IRS, con impuestos retenidos sobre la nómina del lado del empleado; y 80% de multas y/o intereses del Código Laboral, emitidos de conformidad con un Formulario 1099 del IRS. La parte del Monto de PAGA pagadera a los Empleados Agravados de PAGA se asignará como multas del 100%. Los Miembros del Grupo del Acuerdo son responsables del tratamiento adecuado del impuesto sobre la renta de los Pagos Individuales del Acuerdo. El Administrador del Acuerdo, el Demandado y sus abogados, y los Abogados del Grupo no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros del Grupo del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciben en virtud del Acuerdo.

Liberación. Si el Tribunal aprueba el Acuerdo, cada Miembro del Grupo del Acuerdo que no haya presentado un Formulario de Solicitud de Exclusión oportuno y válido liberará y liberará total y definitivamente al Demandado y a todas y cada una de sus empresas matrices actuales y anteriores, subsidiarias, divisiones, empresas relacionadas o afiliadas, accionistas, inversores, propietarios, socios, funcionarios, directores, empleados, agentes, abogados, aseguradores, consultores, sucesores y cesionarios (colectivamente, las "Partes Liberadas") de responsabilidad por todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción basadas en las alegaciones de hecho establecidas en la Primera Demanda Enmendada operativa en la Acción o en la Notificación PAGA del Demandante a la LWDA, o que podrían haberse alegado en la Primera Demanda Enmendada operativa en la Acción basada en las alegaciones fácticas contenidas en la misma, que surgieron durante el Período del Grupo, incluidos, entre otros: (i) la falta de pago de todos los salarios por horas extras; (ii) no pagó todos los salarios mínimos; (iii) el incumplimiento de todos los períodos legales de comida; (iv) la falta de autorización y permiso de todos los períodos de descanso legales; (v) no emitió recibos de salarios detallados y precisos; (vi) falta de pago oportuno de todos los salarios finales adeudados al momento de la separación del empleo; y (vii) incumplimiento de las leyes de Competencia Desleal de California ("Reclamaciones Liberadas"). Esta versión estará vigente desde el 27 de febrero de 2020 hasta el cierre del Período de la Demanda Colectiva.

Se entiende y reconoce que se considerará que todos los Empleados Agravados de PAGA, independientemente de si optan por no participar en el Acuerdo, han liberado y descargado a las Partes Exoneradas de todas las reclamaciones por sanciones civiles en virtud de PAGA que se basen en las violaciones del Código Laboral alegadas en la Primera Demanda Enmendada operativa en la Acción o en la carta del Demandante a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California ("LWDA") con fecha del 27 de febrero de 2024, o que podría haberse alegado en la Primera Demanda Enmendada operativa en la Acción basada en las alegaciones de hecho contenidas en la misma, que

surgieron durante el Período de PAGA. Esta versión estará vigente desde el 27 de febrero de 2023 hasta el cierre del Período de la Demanda Colectiva.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal emita una orden en o después de la Audiencia de Aprobación Final que finalmente apruebe el Acuerdo como justo, razonable, adecuado y en el mejor interés de los Miembros del Grupo del Acuerdo, y la emisión de una Sentencia.

#### **¿Cómo puedo reclamar dinero del Acuerdo?**

No hacer nada. No necesita hacer nada si desea recibir el pago y participar en el Acuerdo. Si no hace nada, tendrá derecho a su Pago Individual del Acuerdo, que se ha calculado para usted en base a la fórmula establecida anteriormente, y como se indica en el Aviso de Pago Individual del Acuerdo Estimado adjunto. También estará obligado por el Acuerdo, incluida la liberación de reclamaciones mencionada anteriormente.

#### **¿Qué otras opciones tengo?**

Disputa de la Información en el Aviso del Pago Estimado Individual del Acuerdo. Su pago se basa en el número proporcional de turnos y períodos de pago que trabajó durante los períodos de tiempo relevantes y si su empleo se separó durante el período de tiempo relevante. La información contenida en los registros del Demandado con respecto a esta información, junto con su Pago Individual del Acuerdo estimado, se enumera en el Aviso de Pago Individual del Acuerdo Estimado adjunto. Si no está de acuerdo con la información en su Aviso de Pago Individual Estimado del Acuerdo, puede presentar una disputa, junto con cualquier documentación de respaldo, de acuerdo con los procedimientos establecidos en el Aviso del Pago Individual Estimado del Acuerdo. Cualquier disputa, junto con la documentación de respaldo, debe tener sello postal a más tardar el 2 de mayo de 2025. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los Miembros del Grupo del Acuerdo. En caso de que no se llegue a un consenso, las controversias pendientes se someterán a la Corte para que adopte una decisión definitiva.

Excluirse del acuerdo. Si usted **no** desea participar en el Acuerdo, puede excluirse enviando al Administrador del Acuerdo el "Formulario de Solicitud de Exclusión" adjunto con sello postal a más tardar el 2 de mayo de 2025, con su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y su firma.

Envíe el Formulario de Solicitud de Exclusión directamente al Administrador del Acuerdo en Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo oportuna, una vez recibida por el Administrador del Acuerdo, ya no será un Miembro del Grupo del Acuerdo, y se le prohibirá participar en la parte de la demanda colectiva del Acuerdo, con la excepción de que todos los Empleados Agravados de PAGA recibirán una parte del Monto de PAGA, independientemente de si presentan oportunamente una Solicitud de Exclusión del resto del Acuerdo. **No presente tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en el Grupo del Acuerdo y estará sujeto a los términos del Acuerdo.

Objetar al Acuerdo. También tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier parte de este, puede enviar una objeción por escrito al Administrador del Acuerdo. Su objeción por escrito debe incluir su nombre, dirección, los últimos cuatro dígitos de su número de seguro social, así como la información de contacto de cualquier abogado que lo represente con respecto a su objeción, el nombre y el número del caso, cada razón específica que respalde su objeción y cualquier respaldo legal o fáctico para cada objeción junto con cualquier evidencia que respalde su objeción. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso, que es *Gregory Meade v. Pumpkin City's Pumpkin Farm Inc.*, Tribunal Superior del Condado de Orange, Caso No. 30-2024-01382083-CU-OE-CXC. Las objeciones por escrito deben tener sello postal del 2 de mayo de 2025 o antes.

También puede comparecer en la Audiencia de Aprobación Final programada para el 20 de junio de 2025 a las 10:00 a.m. en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, California 92701. El lugar, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia, si desea comparecer en persona. Usted tiene el derecho de comparecer en persona o a través de su propio abogado en esta audiencia, ya sea que presente o no una objeción por escrito. Si usted se opone al Acuerdo, seguirá siendo miembro del Grupo del Acuerdo, y si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Grupo del Acuerdo que no se opongan. A la luz de la pandemia de COVID-19, el Tribunal Superior del Condado de Orange ha implementado ciertos protocolos que pueden afectar su capacidad para asistir a la Audiencia de Aprobación Final en persona. La información actualizada sobre las regulaciones y los protocolos de seguridad COVID-19 de la Corte se puede ver en el sitio web de la Corte, en [www.occourts.org](http://www.occourts.org).

#### **¿Cuál es el siguiente paso?**

El Tribunal llevará a cabo una Audiencia de Aprobación Final sobre la idoneidad, razonabilidad y equidad del Acuerdo el 20 de junio de 2025, a las 10:00 am, en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, California 92701. El lugar, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede comunicarse con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia. También se le pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados del Grupo de honorarios de abogados y reembolso de los costos y gastos documentados, la Adjudicación de Mejora al Representante del Grupo, los costos del Administrador del Acuerdo y el monto relacionado con las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final.**



Si el Tribunal otorga la Aprobación Final del Acuerdo, se publicará un aviso de la sentencia y la orden final del tribunal en el sitio web del Administrador del Acuerdo, en <https://apexclassaction.com/pumpkin>.



#### ***¿Cómo puedo obtener información adicional?***

Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede consultar los archivos del Tribunal y el Acuerdo de Conciliación en el Centro Central de Justicia, ubicado en 700 Civic Center Drive West, Santa Ana, California 92701, durante el horario comercial habitual. También puede ponerse en contacto con el Administrador del Acuerdo en Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619; (800) 355 - 0700, línea gratuita, o Abogados de la demanda colectiva utilizando la información de contacto mencionada anteriormente para obtener más información. A la luz de la pandemia de COVID-19, el Tribunal Superior del Condado de Orange ha implementado ciertos protocolos que pueden afectar su capacidad para revisar los archivos del Tribunal en persona. La información actualizada sobre las regulaciones y los protocolos de seguridad de COVID-19 se puede ver en el sitio web de la Corte, en [www.occourts.org](http://www.occourts.org).

**POR FAVOR, NO LLAME NI ESCRIBA AL SECRETARIO DEL TRIBUNAL O AL JUEZ PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE ACUERDO**

#### ***RECORDATORIO DE LOS PLAZOS***

La fecha límite para presentar cualquier Disputa, Solicitud de Exclusión u Objeción es el 2 de mayo de 2025.

**AVISO DEL PAGO ESTIMADO DEL ACUERDO INDIVIDUAL**

*GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.,*  
TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01382083-CU-OE-CXC

Por favor, rellene, firme, feche y devuelva este Formulario a Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619 **SOLO SI** (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de la información enumerada en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

**(I) Por favor, escriba su nombre en letra de molde:**

\_\_\_\_\_  
(Nombre, Segundo Nombre, Apellido)

**(II) Escriba en letra legible la siguiente información de identificación si su información de contacto ha cambiado:**

\_\_\_\_\_  
Nombres anteriores (si los hay)

\_\_\_\_\_  
Nueva Dirección

\_\_\_\_\_  
Ciudad

\_\_\_\_\_  
Estado

\_\_\_\_\_  
Código Postal

**(III) Información utilizada para calcular su Pago Individual del Acuerdo:**

De acuerdo con los registros del acusado:

- (d) Usted trabajó «Number\_of\_Shifts\_Worked\_During\_Class\_Per» turnos durante el Período del Grupo;
- (e) Usted trabajó «Number\_of\_Pay\_Periods\_During\_PAGA\_Period» periodos de pago entre el 27 de febrero de 2023 y el final del Período de la Demanda Colectiva (el Período de la Declaración de Salarios); y
- (f) Su empleo con el Demandado «Waiting\_Time\_\_Sp» terminó entre el 27 de febrero de 2021 y el final del Período del Grupo (el Período de Tiempo de Espera).

Con base en lo anterior, se estima que su Pago Individual del Acuerdo será de \$«Total\_PMT».

**(IV) Si usted no está de acuerdo con los puntos (a) - (c) de la Sección (III) anterior, explique por qué en el espacio que se proporciona a continuación e incluya copias de cualquier evidencia o documentación de respaldo con este formulario:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Si disputa la información anterior de los registros del Demandado, esos registros prevalecerán a menos que pueda proporcionar documentación que establezca que los registros del Demandado son incorrectos. Si existe una disputa sobre si la información del Demandado o la suya es precisa, y la disputa no puede resolverse de manera informal, la disputa será resuelta por las Partes y el Administrador del Acuerdo como se describe en la Notificación de la demanda colectiva que acompaña a este Formulario. Cualquier disputa no resuelta se someterá al Tribunal para una determinación final.

**CUALQUIER DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE RESPALDO, DEBE TENER SELLO POSTAL A MÁS TARDAR EL 2 DE MAYO DE 2025.**

Firma: \_\_\_\_\_

Fecha: \_\_\_\_\_

**FORMULARIO DE SOLICITUD DE EXCLUSIÓN**

*GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.*,  
TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01382083-CU-OE-CXC

**SI USTED NO DESEA SER PARTE DEL ACUERDO DE DEMANDA COLECTIVA, DEBE COMPLETAR, FIRMAR Y ENVIAR POR CORREO ESTE FORMULARIO, CON MATASELLOS DEL 2 DE MAYO DE 2025 O ANTES, DIRIGIDO DE LA SIGUIENTE MANERA:**

APEX CLASS ACTION ADMINISTRATION  
*GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.*  
ADMINISTRADOR DEL ACUERDO  
P.O. Box 54668,  
Irvine, CA 92619  
TELÉFONO: (800) 355 - 0700

**NO ENVÍE ESTE FORMULARIO SI DESEA RECIBIR UN PAGO EN VIRTUD DEL ACUERDO.**

Al firmar, completar y devolver este formulario, confirmo que no quiero ser incluido en el Acuerdo de la demanda titulada *GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC.*, TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01382083-CU-OE-CXC. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo oportuna, una vez recibida por el Administrador del Acuerdo, ya no será Miembro del Grupo del Acuerdo, y se le prohibirá participar en la parte de la demanda colectiva del Acuerdo, con la excepción de que todos los Empleados Agraviados de PAGA recibirán una parte del Monto de PAGA, independientemente de si presentan oportunamente una Solicitud de Exclusión del resto del Acuerdo.

**DESEO SER EXCLUIDO DEL GRUPO DEL ACUERDO EN LA DEMANDA DE GREGORY MEADE V. PUMPKIN CITY'S PUMPKIN FARM INC., PRESENTADA EN EL TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01382083-CU-OE-CXC. ENTIENDO QUE, SI PIDO SER EXCLUIDO DEL GRUPO DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DE LA PARTE DEL ACUERDO COLECTIVO DE ESTA DEMANDA.**

Nombre

Número de Teléfono

Dirección

Fecha

Firma

Últimos cuatro dígitos de su Número de Seguro Social: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

# **Exhibit B**



**Quotation Request:**  
Aden Khachadoorian  
Haines Law Group  
akhachadoorian@haineslawgroup.com  
424.292.2350

**Case Name:** Meade v. Pumpkin City's Pumpkin Farm, Inc.  
**Date:** Thursday, August 8, 2024  
**RFP Number:** 11954006

**Prepared By:**  
Sean Hartranft  
Apex Class Action LLC  
Sean@apexclassaction.com  
949.878.3676

| Settlement Specifications        |     |
|----------------------------------|-----|
| Estimated Class Size:            | 732 |
| Certified Language Translation:  | Yes |
| Static Settlement Website        | Yes |
| Percentage of Undeliverable Mail | 20% |

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Data Analytics and Standardization                                                                                 |          |          |   |          |
|--------------------------------------------------------------------------------------------------------------------|----------|----------|---|----------|
| Import and Standardize Data*                                                                                       | Per Hour | \$125.00 | 3 | \$375.00 |
| Data Analyst                                                                                                       | Per Hour | \$150.00 | 3 | \$450.00 |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr. |          |          |   |          |
| Sub Total:                                                                                                         |          |          |   | \$825.00 |

| Mailing of Class Notice                                    |             |            |     |            |
|------------------------------------------------------------|-------------|------------|-----|------------|
| Form Set Up                                                | Per Hour    | \$120.00   | 1   | \$120.00   |
| Print & Mail Class Notice                                  | Per Piece   | \$2.00     | 732 | \$1,464.00 |
| USPS First Class Postage                                   | Per Piece   | \$0.73     | 732 | \$534.36   |
| Remail Undeliverable Mail (Skip-Trace)                     | Per Piece   | \$3.00     | 146 | \$439.20   |
| Receive and Process Undeliverable Mail                     | Per Hour    | \$75.00    | 1   | \$75.00    |
| Process Class Member Correspondence via mail, e-mail & fax | Per Piece   | \$75.00    | 3   | \$225.00   |
| NCOA Address Update (USPS)                                 | Static Rate | \$250.00   | 1   | \$250.00   |
| Certified Language Translation: Spanish                    | Static Rate | \$1,200.00 | 1   | \$1,200.00 |
| Sub Total:                                                 |             |            |     | \$4,307.56 |

| Project Management         |          |          |   |          |
|----------------------------|----------|----------|---|----------|
| Project Management         | Per Hour | \$150.00 | 3 | \$450.00 |
| Project Coordinator        | Per Hour | \$90.00  | 2 | \$180.00 |
| Data Analyst and Reporting | Per Hour | \$140.00 | 1 | \$140.00 |
| Sub Total:                 |          |          |   | \$770.00 |



| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Toll-Free Contact Center, Website & Reporting |             |          |   |          |
|-----------------------------------------------|-------------|----------|---|----------|
| Bilingual Toll-Free Contact Center            | Static Rate | \$299.00 | 1 | \$299.00 |
| Settlement Website: Static Apex URL           | Static Rate | \$500.00 | 1 | \$500.00 |
| Settlement Status Reports                     | Static Rate | \$750.00 | 1 | Waived   |
| Sub Total:                                    |             |          |   | \$799.00 |

| Distribution & Settlement Fund Management                   |             |            |     |            |
|-------------------------------------------------------------|-------------|------------|-----|------------|
| Settlement Calculations (Preliminary and Final)             | Per Hour    | \$120.00   | 3   | \$360.00   |
| Account Management and Reconciliation                       | Per Hour    | \$140.00   | 3   | \$420.00   |
| Print & Mail Distribution Settlement Check (W-2/1099)       | Per Piece   | \$1.97     | 732 | \$1,442.04 |
| USPS First Class Postage                                    | Per Piece   | \$0.73     | 732 | \$534.36   |
| Remail Distribution to Updated Address (Skip Trace)         | Per Piece   | \$3.00     | 73  | \$219.60   |
| Individual Income Tax Preparation & Reporting               | Per Hour    | \$100.00   | 10  | \$1,000.00 |
| QSF Income Tax Reporting (per calendar year)                | Per Year    | \$1,250.00 | 1   | \$1,250.00 |
| Unclaimed Funds: State Controller's Unclaimed Property Fund | Static Rate | \$500.00   | 1   | \$500.00   |
| Sub Total:                                                  |             |            |     | \$5,726.00 |

| Post Distribution Reconciliation  |          |          |   |            |
|-----------------------------------|----------|----------|---|------------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 3 | \$405.00   |
| Project Management Reconciliation | Per Hour | \$100.00 | 3 | \$300.00   |
| Declarations                      | Per Hour | \$120.00 | 3 | \$360.00   |
| Sub Total:                        |          |          |   | \$1,065.00 |

|                  |  |  |             |
|------------------|--|--|-------------|
| WILL NOT EXCEED: |  |  | \$13,490.00 |
|------------------|--|--|-------------|

Thank you for your business!



## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.