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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.
David A. Hoffer, Dept. CX103]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD**

Date: June 20, 2025
Time: 10:00 a.m.
Dept.: CX-103

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, 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 forty (40) active wage and hour class and PAGA representative 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.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the most recent

1 wage and hour class actions in which I have been named as Class Counsel and awarded
2 attorney's fees following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*,
3 Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable
4 Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based
5 on a rate of \$650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*,
6 Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz,
7 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 per
8 hour for work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*,
9 Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall
10 J. Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an
11 hourly rate of \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning,*
12 *Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of
13 California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly
14 rate of \$650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP
15 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable
16 Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check
17 based on an hourly rate of \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v.*
18 *Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego
19 County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees
20 following a lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-
21 2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Case No.
22 CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding
23 (using an hourly rate of \$650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez,*
24 *et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego
25 County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of \$650
26 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-
27 2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz,
28 presiding (using an hourly rate of \$650 for work performed in 2022-2025); *Raul Camacho, et al.*

1 *v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange
2 County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for
3 work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028,
4 Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an
5 hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse*
6 *Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court,
7 Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in
8 2021-2025); and *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No.
9 CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding
10 (using an hourly rate of \$725 for work performed in 2023-2025).

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

- 14 • *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino
15 County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid
16 overtime and minimum wage violations, meal period violations, rest period violations,
17 wage statement violations, and waiting time penalties); and
- 18 • *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County
19 Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period
20 violations, unpaid rest period violations, wage statement violations, and waiting time
21 penalties).

22 7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine
23 recognized me as a Top Young Attorney in Southern California in the annual Rising Star
24 Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
25 (2.5%) of attorneys under the age of forty in Southern California each year.

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

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

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

15 11. In connection with mediation, Defendant provided Plaintiff with electronic
16 timekeeping and payroll records for all of Settlement Class members spanning the entire Class
17 Period, as well as key policy documents and data points. Defendant further provided Plaintiff’s
18 counsel with copies of the company’s last four years of balance sheets and profit & loss/income
19 statements so that Plaintiff could analyze the company’s financial condition. Plaintiff then
20 analyzed the produced data and conducted a comprehensive, class-wide analysis to create a
21 class-wide exposure model for the claims at issue. On July 25, 2024, the Parties participated in a
22 mediation session with mediator Michael Ludwig, Esq., during which the Parties exchanged
23 divergent views on Defendant’s liability and exposure valuations and the likelihood of
24 certification of Plaintiff’s claims. At the conclusion of mediation, Mr. Ludwig made a
25 mediator’s proposal that the Parties ultimately accepted. Over the following months, the Parties
26 finalized the terms of the Settlement that this Court, the Honorable Randall J. Sherman,
27 presiding, preliminarily approved on January 24, 2025. A true and correct copy of the Parties’
28 fully executed Stipulation of Settlement (the “Settlement Agreement” or “Settlement”) is

1 attached hereto as **Exhibit 1**. A true and correct copy of the Court’s Order Granting Preliminary
2 Approval of Class Action and PAGA Settlement is attached hereto as **Exhibit 2**.

3 12. On October 4, 2024, Plaintiff submitted the Parties’ Stipulation of Settlement to
4 the LWDA in connection with the filing of his Motion for Preliminary Approval. Attached
5 hereto as **Exhibit 3** are true and correct copies of Plaintiff’s October 4, 2024 settlement
6 submission to the LWDA and the LWDA’s confirmation of receipt. Further, on January 28,
7 2025, Plaintiff provided notice of the Court’s Preliminary Approval ruling to Defendant and the
8 LWDA. Attached hereto as **Exhibit 4** are true and correct copies of Plaintiff’s January 28, 2025
9 submission of the Court’s Preliminary Approval ruling to the LWDA and the LWDA’s
10 confirmation of receipt.

11 13. Defendant will pay a non-reversionary Maximum Settlement Amount
12 (“MSA”) of \$225,000.00. The Net Settlement Amount (“NSA”) is the amount remaining from
13 the MSA after deducting Court-approved amounts for attorneys’ fees (\$75,000.00) and verified
14 costs reimbursement (\$7,806.57), the Class Representative Enhancement Award (\$5,000.00),
15 settlement administration costs (\$13,490.00), and the PAGA Payment to the LWDA (\$7,500.00).

16 14. A true and correct copy of my firm’s expense report is attached hereto as **Exhibit**
17 **5**. The total amount that my firm is requesting for expense reimbursement (\$7,806.57) includes
18 an additional \$100.56 in anticipated future costs for the filing and service of the Motion for
19 Final Approval, which will be incurred by the time the motion is heard, and costs for the filing
20 of the Final Accounting Declaration.

21 15. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendant asserts
22 that its timekeeping policies/practices complied with California law and that it has always
23 properly compensated Settlement Class members for all hours worked throughout the Class
24 Period. Defendant further contends that Settlement Class members did not work off-the-clock
25 and that its policies specifically disavow such off-the-clock work. Defendant further argues that
26 Plaintiff’s off-the-clock claim is not appropriate for class treatment, as it would require
27 individualized inquiries into whether each employee actually performed any work while off-the-
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1 clock, and if so, how much, which is made increasingly difficult since off-the-clock time is
2 inherently not recorded, resulting in an unmanageable series of mini-trials.

3 16. As to Plaintiff's meal period allegations, Defendant contends it maintained
4 lawful meal period policies/practices throughout the Class Period. Therefore, Defendant asserts
5 that if Settlement Class members did not take timely or duty-free meal periods, this was solely
6 the result of employee choice and not reflective of Defendant's policies and practices.
7 Defendant contends that Plaintiff's meal period claim is not suited for class certification as
8 individual inquiries would be required to assess whether an employee chose to not take a meal
9 period, whether an employee ever validly waived a meal period, and whether a premium was
10 paid on each shift in which a meal period was not provided, resulting in an unmanageable series
11 of mini-trials.

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

22 18. As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's
23 underlying claims will fail and, as a result, the derivative wage statement, waiting time, and
24 PAGA claims will also fail. Defendant also maintains that Plaintiff cannot show that the wage
25 statement violations were "knowing and intentional," or that the putative class members
26 "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for
27 the imposition of wage statement penalties. Moreover, Defendant maintains that its good faith
28 defenses to Plaintiff's underlying claims would preclude the recovery of waiting time penalties,

1 which are only available for the “willful” failure to pay wages, and that this Court would
2 exercise its discretion to substantially reduce any PAGA penalties awarded.

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

9 20. My firm’s fee request of \$75,000.00, representing one-third of the MSA, is the
10 same percentage sought in *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, and is fair and
11 reasonable based on the percentage of the recovery method. This percentage is consistent with
12 my firm’s experience in similar wage-and-hour class action matters. The requested fee award is
13 justified because Class Counsel achieved a significant monetary recovery for the Settlement
14 Class in an uncertain and risky case while bearing the substantial burdens of representation on a
15 contingency basis, and the fees requested are in line with the market rate.

16 21. My firm has a lodestar of approximately \$114,985, which results in a **negative**
17 **multiplier** of 0.65 compared to the \$75,000.00 fee request. I have reviewed and broken down by
18 activity the attorney hours spent by my firm on this matter based on our contemporaneously
19 kept billing records. A true and correct copy of an hourly breakdown of my firm’s attorneys’
20 and paralegal hours in this matter is attached hereto as **Exhibit 6**. A true and correct copy of the
21 2024 Laffey Matrix is attached hereto as **Exhibit 7**. My firm is also prepared to submit copies
22 of billing records at the Court’s request. A summary showing the number of hours of work
23 performed by each attorney and paralegal from my firm is set forth below. The acronyms used
24 in the resulting chart are as follows: PKH = Paul Haines (attorney), FWS = Fletcher Schmidt
25 (attorney), MKM = Matthew Moen (attorney), AMK = Aden Khachadorian (attorney), and JR
26 = Jonathan Ramirez (paralegal). My co-counsel, Joseph Tojarieh, has filed a declaration
27 concurrently herewith that provides the additional lodestar information for his firm.

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Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$925	16.4	\$15,170.00
Fletcher W. Schmidt (12th Year Attorney)	\$825	23.2	\$19,140.00
Matthew K. Moen (9th Year Attorney)	\$725	47.8	\$34,655.00
Aden M. Khachadorian (2nd Year Attorney)	\$500	55.4	\$27,700.00
Firm Paralegals	\$200	6.1	\$1,220.00
Total Lodestar			\$97,885.00

22. Aden M. Khachadorian, an associate at my firm, is a 2022 graduate of Loyola Law School, Los Angeles, who was admitted to the California State Bar in December 2022. Throughout his career, Mr. Khachadorian's practice has been devoted exclusively to litigating plaintiff-side wage and hour class and PAGA actions in California state and federal court, and is integrally involved in all aspects of the litigation for cases on which he is staffed. Mr. Khachadorian's proposed hourly rate was recently approved in the following class action settlements that have been granted final approval: *Davis Allen v. Creative Stone MFG. Inc.*, San Bernardino County Superior Court, Case No. CIVSB2201498 (awarding attorney's fees following a lodestar cross-check based on a rate of \$425 for work performed in 2022-2023); *Osman Ventura v. Kay & James, Inc., et al.*, Los Angeles County Superior Court, Case No. 19STCV25743 (awarding attorney's fees following a lodestar cross-check based on a rate of \$425 for work performed in 2022-2023); *Jose Cuellar v. Bee Imagine LLC*, Los Angeles County Superior Court, Case No. 21STCV07867 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024); *Crescencio Cruz v. Holland America Flowers, LLC*, San Luis Obispo County Superior Court, Case No. 21CV-0620 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024); *Alfredo Salazar Meza v. Open Door Packaging, LLC, et al.*, San

Bernardino County Superior Court, Case No. CIVSB2200570 (awarding attorney's fees following a lodestar cross-check based on a rate of \$400 for work performed in 2022-2024).

23. Since the initiation of this lawsuit, Class Counsel has expended more than \$7,800.00 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Class Counsel's efforts include 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 the Motions for Preliminary and Final Approval, overseeing the Notice process, and otherwise litigating the case. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks.

24. My firm has incurred and respectfully requests reimbursement of \$7,806.57 in actual litigation costs, which is more than \$7,100.00 *less* than the \$15,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement. The unclaimed amount of litigation costs will be paid to the Settlement Class members as part of the NSA.

25. Plaintiff also requests that this Court approve \$13,490.00 in administration costs to Apex as the Settlement Administrator.

26. Plaintiff seeks an Enhancement Award of \$5,000.00 and believes that this request is reasonable given Plaintiff's considerable efforts in this case and the risks Plaintiff undertook on behalf of the Settlement Class Members. Among other things, Plaintiff searched for relevant documents for use in the lawsuit and provided factual information to his attorneys, held various phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussed the status of the case and general case strategy with his attorneys on multiple occasions, provided valuable input to assist his attorneys in preparing for mediation,

1 was available for the full-day mediation that lead to the Settlement, reviewed and provided input
2 regarding the Settlement in this case, and otherwise assisted his attorneys in moving the case
3 towards resolution.

4 27. Plaintiff has invested significant time and effort into seeing this litigation through
5 resolution, and the Settlement Class, who would not be receiving anything if it were not for
6 Plaintiff's decision to pursue these claims, will benefit greatly from his participation. Plaintiff
7 deserves to be compensated for these risks, which other Settlement Class members are not
8 subject to.

9 28. I confirm that I am not affiliated with the settlement administrator, Apex Class
10 Action, LLC. I am also not aware of any class, representative or other collective action pending
11 in any other court that asserts claims similar to those in this action.

12 I declare under penalty of perjury under the laws of the United States and the state of
13 California that the foregoing is true and correct. Executed on June 2, 2025, at El Segundo,
14 California.

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16 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. Khachadorian 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.

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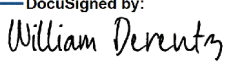
GREGORY MEADE

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

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,

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

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

**[PROPOSED] ORDER GRANTING
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

[PROPOSED] ORDER

The Motion of Plaintiff Gregory Meade (“Plaintiff”) for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on January 24, 2025, at 10:00 a.m. The Court, having considered the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen; having considered Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court preliminarily finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

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 September 23, 2024 (“Class Period”).

1 4. For purposes of the Settlement, the Court designates named Plaintiff Gregory
2 Meade as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Matthew
3 K. Moen, and Aden M. Khachadoorian of Haines Law Group, APC, and Joseph Tojarieh of
4 Stonebrook Law as Class Counsel.

5 5. The Court designates Apex Class Action Administration as the third-party
6 Settlement Administrator for mailing notices.

7 6. The Court approves, as to form and content, the Notice of Class and PAGA
8 Action Settlement, the Notice of Estimated Individual Settlement Payment, and the Request for
9 Exclusion Form (collectively, the “Notice Packet”) attached as Exhibit 2 to the Declaration of
10 Matthew K. Moen, except as noted in the court’s January 24, 2025 ruling.

11 7. The Court finds that the form of notice to the Settlement Class regarding the
12 pendency of the action and of the Settlement, and the methods of giving notice to Settlement
13 Class members, constitute the best notice practicable under the circumstances, and constitute
14 valid, due, and sufficient notice to all Settlement Class members. The form and method of
15 giving notice comply fully with the requirements of California Code of Civil Procedure section
16 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
17 and other applicable law.

18 8. The Court further approves the procedures for Settlement Class members to opt-
19 out of or object to the Settlement, as set forth in the Notice Packet and the Settlement
20 Agreement.

21 9. The procedures and requirements for submitting objections in connection with
22 the Final Approval Hearing are intended to ensure the efficient administration of justice and the
23 orderly presentation of any Settlement Class member’s objection to the Settlement, in
24 accordance with the due process rights of all Settlement Class members.

25 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
26 Settlement Class members in English and Spanish, in accordance with the terms of the
27 Settlement.
28

11. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement.

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on June 20, 2025, at 10:00 a.m. in Department CX105 of this Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement and Plaintiff's application for an enhancement award, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on January 24, 2025):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	February 14, 2025
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	March 3, 2025

Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	May 2, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	June 20, 2025 at 10:00 a.m.

16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: **January 24, 2025**

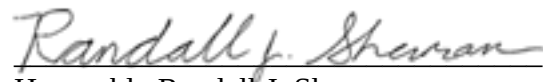

Honorable Randall J. Sherman
Judge of the Superior Court

EXHIBIT 3



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

30- 2024-01382083-CU-

Hearing Date (if any)

January 24, 2025

Hearing Time

10:00 a.m.

Hearing Location

751 West Santa Ana Blvd.,

Number of aggrieved employees *

487

Gross settlement amount *

225000.00

Gross penalty amount *

10000.00

Penalties to LWDA *

7500.00

Date of proposed settlement *

09/12/2024

Proposed Settlement and Other Documents

Proposed Settlement *

Exhibit 1 – M...XECUTED).pdf

Other Attachment (if any)

1. 2024-10-...y Approval.pdf

Other Attachment (if any)

[Remove](#)

2. 2024-10-...n City MPA.pdf

Other Attachment (if any)

[Remove](#)

3. 2024-10-...n City MPA.pdf

Other Attachment (if any)

[Remove](#)

4. 2024-10-...n City MPA.pdf

Other Attachment (if any)

[Remove](#)

5. 2024-10-...n City MPA.pdf

Other Attachment (if any)

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6. 2024-10-...n City MPA.pdf

Other Attachment (if any)

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7. 2024-10-...h Tojarieh.pdf

Other Attachment (if any)

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8. 2024-10-...n City MPA.pdf

Other Attachment (if any)

[Remove](#)

9. 2024-10-...rtranft TPA.pdf

Other Attachment (if any)

[Remove](#)

10. Proof of S...PA Motion.pdf

[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.

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, October 4, 2024 2:40:40 PM

10/04/2024 02:38:58 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".
[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court Case Name and Plaintiff Information

Court Case Name

Plaintiff Name

Order or Judgment Details

Date Court order signed by Judge *

Gross settlement amount *

Gross penalties *

10000.00

Penalties to LWDA *

7500.00

Fee award *

75000.00

Court Order.Judgment File and Other Files

Court Order or Judgment *

Choose File 2025-01-24 ... City MPA.pdf

Other Attachment

Choose File 2025-01-28 ...urt Orders.pdf

Other Attachment

Choose File 2025-01-28 ... of Service.pdf

[Remove](#)

[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: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, January 28, 2025 3:26:01 PM

01/28/2025 03:25:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

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 5

June 2, 2025

Gregory Meade

Charges :

			<u>Qty/Price</u>	<u>Amount</u>
12/31/2023	ALL	Copying cost for December, 2023.	15 0.25	3.75
2/28/2024	ALL	Filing fee for: LWDA. Order #: ORD-000272749	1 75.00	75.00
2/29/2024	ALL	One legal's Filing fee for: Complaint,Civil Case Cover Sheet,Summons Issued and Filed Order #: 22329845	1 1,495.04	1,495.04
	ALL	Postage for February, 2024.	1 7.60	7.60
	ALL	Copying cost for February, 2024.	6 0.25	1.50
3/1/2024	ALL	Fist Legal's filing fee for: Peremptory Challenge Pursuant to 170.6 CCP Order #: 5637571 Direct E-filing Base charge + Additional charges	1 14.20	14.20
3/8/2024	ALL	One legal's Filing fee for: Summons Issued and Filed Order #: 22351279	1 17.71	17.71
3/18/2024	ALL	First legal's filing fee for: Plaintiff's Notice of Posting Jury Fees Order #: 5656448 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 170.20	170.20
3/21/2024	IDLC	One legal's Filing fee for: Summons Issued and Filed Order #: 22429384	1 17.71	17.71
4/3/2024	ALL	One legal's filing fee for: Summons Issued and Filed Order #: 22504933	1 17.71	17.71

6/2/2025

			<u>Qty/Price</u>	<u>Amount</u>
4/11/2024	ALL	One legal's filing fee for: Summons Issued and Filed Order #: 22597834	1 17.71	17.71
4/15/2024	IDLC	First legal's service fee for: 2024-03-01 Pumpkin Peremptory Challenge, 2024-02-27 Civil Case Cover Sheet, 2024-03-06 Minute Order, 2024-03-18 Notice of Posting Jury Fees, 2024-04-03 Summons, ADR Packet, 2024-02-27 Pumpkin City Complaint. Order #: 5689891 Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 156.49	156.49
5/2/2024	IDLC	One legal's Filing fee for: Proof of Service of 30-day Summons & Complaint - Substitute Order #: 22815363	1 17.71	17.71
5/8/2024	ALL	First legal's filing fee for: Amended Complaint Order #: 22828237	1 17.71	17.71
5/14/2024	ALL	Michael Ludwig mediation fee for July 25, 2024 mediation. Invoice #: 1217	1 5,500.00	5,500.00
5/22/2024	IDLC	One legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: 22963855	1 17.71	17.71
5/31/2024	ALL	Postage for May, 2024.	1 2.75	2.75
	ALL	Copying cost for May, 2024.	21 0.25	5.25
7/27/2024	IDLC	First legal's filing fee for: Stipulation and Order, Proposed Stipulation and Order Order #: 23401505	1 38.30	38.30
7/31/2024	ALL	Postage for July, 2024.	1 0.97	0.97
	ALL	Copying cost for July, 2024.	10 0.25	2.50
10/9/2024	VG	One Legal's Filing fee for: Motion - Other, Declaration in Support, Declaration in Support, Declaration in Support, Declaration in S Order #: 23872558	1 80.74	80.74
12/31/2024	ALL	Postage for December, 2023.	1 7.18	7.18

		<u>Qty/Price</u>	<u>Amount</u>
1/29/2025	ML One legal's Filing fee for notice - other- complex	1	19.82
	Order #: 24600309	19.82	
3/31/2025	ML Copying cost for March, 2025.	1	0.25
		0.25	
5/31/2025	ML Copying cost for May, 2025.	2	0.50
		0.25	
Total charges			\$7,706.01

EXHIBIT 6

Haines Law Group, APC
Billing Summary
Gregory Meade v. Pumpkin City's Pumpkin Farm Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding.	PKH 6.8 hrs. @\$925/hr. = \$6,290.00 FWS 3.9 hrs. @\$825/hr. = \$3,217.50 JR 0.7 hrs. @\$200/hr. = \$140.00	\$9,647.50
Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendant; search dockets for related actions.	PKH 5.5 hrs. @\$925/hr. = \$5,087.50 FWS 2.8 hrs. @\$825/hr. = \$2,310.00	\$7,397.50
Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendant and the LWDA; prepare First Amended Complaint to add PAGA claim.	FWS 1.3 hrs. @\$825/hr. = \$1,072.50 MKM 2.4 hrs. @\$725/hr. = \$1,740.00 AMK 3.9 hrs. @500/hr. = \$1,950.00 JR 1.3 hrs. @\$200/hr. = \$260.00	\$5,022.50
Calls and e-mails w defense counsel re service of complaint and trajectory of case; serve complaint.	FWS 1.6 hrs. @\$825/hr. = \$1,320.00 MKM 4.1 hrs. @\$725/hr. = \$2,972.50 AMK 3.6 hrs. @\$500/hr. = \$1,800.00 JR 0.7 hrs. @\$200/hr. = \$140.00	\$6,232.50
Review Defendant's answer; Meeting and conferring with opposing counsel re case and joint	FWS 0.8 hrs. @\$825/hr. = \$660.00 MKM 2.7 hrs. @\$725/hr. = \$1,957.50 AMK 3.4 hrs. @\$500/hr. = \$1,700.00	\$4,397.50

ISC statement; researching mediators and availability.	JR 0.4 hrs. @\$200/hr. = \$80.00	
Meeting and conferring with opposing counsel regarding mediation; draft and send mediation requests to Defendant and meet and confer with opposing counsel regarding informal discovery requests.	FWS 1.6 hrs. @\$825/hr. = \$1,320.00 MKM 4.3 hrs. @\$725/hr. = \$3,117.50 AMK 2.9 hrs. @\$500/hr. = \$1,450.00	\$5,887.50
Review and organize mediation data production; conduct review and analysis of Defendant's timekeeping and payroll records for exposure analysis; draft mediation brief and prepare for mediation; legal research re same.	FWS 2.3 hrs. @\$825/hr. = \$1,897.50 MKM 6.9 hrs. @\$725/hr. = \$5,002.50 AMK 4.7 hrs. @\$500/hr. = \$2,350.00	\$9,250.00
Attend mediation with Michael Ludwig, Esq.; draft MOU; calls w client.	MKM 10.3 hrs. @\$725/hr. = \$7,467.50 AMK 9.6 hrs. @\$500/hr. = \$4,800.00	\$12,267.50
Communications and meetings w client re: settlement.	MKM 1.8 hrs. @\$725/hr. = \$1,305.00 AMK 2.4 hrs. @\$500/hr. = \$1,200.00	\$2,505.00
Negotiate and draft long-form settlement agreement and notice packet; phone calls with opposing counsel re the same; communications w client re same; obtain	FWS 2.6 hrs. @\$825/hr. = \$2,145.00 MKM 3.2 hrs. @\$725/hr. = \$2,320.00 AMK 4.1 hrs. @\$500/hr. = \$2,050.00	\$6,515.00

and review administration bids.		
Draft preliminary approval motion and supporting documents, including legal research; file motion for preliminary approval.	PKH 1.0 hrs. @\$925/hr. = \$925.00 FWS 1.8 hrs. @\$825/hr. = \$1,485.00 MKM 4.1 hrs. @\$725/hr. = \$2,972.50 AMK 10.2 hrs. @\$500/hr. = \$5,100.00 JR 1.6 hrs. @\$200/hr. = \$320.00	\$10,802.50
Communications with settlement administrator; review weekly reports; oversee notice process; field telephone calls from class members regarding settlement.	MKM 1.4 hrs. @\$725/hr. = \$1,015.00 AMK 1.9 hrs. @\$500/hr. = \$950.00	\$1,965.00
Draft final approval motion and supporting documents; file final approval motion.	PKH 1.0 hrs. @\$925/hr. = \$925.00 FWS 1.9 hrs. @\$825/hr. = \$1,567.50 MKM 4.6 hrs. @\$725/hr. = \$3,335.00 AMK 6.6 hrs. @\$500/hr. = \$3,300.00 JR 1.4 hrs. @\$200/hr. = \$280.00	\$9,407.50
Misc. internal meetings regarding case strategy and case status.	PKH 2.1 hrs. @ \$925/hr. = \$1,942.50 FWS 2.6 hrs. @\$825/hr. = \$2,145.00 MKM 2.0 hrs. @\$725/hr. = \$1,450.00 AMK 2.1 hrs. @\$500/hr. = \$1,050.00	\$6,587.50
TOTAL:		\$97,885.00

EXHIBIT 7

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375