

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. Khachadoorian (SBN 346908)
akhachadoorian@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

*[Case assigned for all purposes to the Hon.
David A. Hoffer, Dept. CX103]*

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

Date: August 29, 2025
Time: 10:00 a.m.
Dept.: CX103

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

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the Plaintiff Gregory Meade (“Plaintiff”) in the above-captioned matter. I am a member in 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 the facts called upon to do so.

2. I submit this declaration in support of Plaintiff's Supplemental Brief in Support of Final Approval of Class Action and PAGA Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Award (the "Final Approval Motion").

3. On June 20, 2025, the Court issued a Tentative Ruling continuing the hearing on Plaintiff's Final Approval Motion (the "Tentative Ruling"). Thereafter, Plaintiff's counsel, Plaintiff, and myself, met and conferred with counsel for Defendant Pumpkin City's Pumpkin Farm (the "Defendant") regarding the issues identified in the Tentative Ruling.

4. The Settlement Administrator has confirmed that the total workweeks during the Period is 6,994 workweeks, which is insufficient to trigger the Escalator Clause in the settlement agreement. Concurrently herewith, Plaintiff is filing the Supplemental Declaration of Madely Nava of Apex Class Action, LLC, providing these workweek totals.

5. The Tentative Ruling further inquired as to the fee-splitting arrangement between Plaintiff and my co-counsel at Stonebrook Law. The fee-splitting agreement between Haines Law Group, APC and Stonebrook Law is as follows: 67.5% to Haines Law Group, APC and 32.5% to Stonebrook Law. Plaintiff was fully notified of the fee-splitting agreement in writing and consented to the fee-splitting agreement in writing, in compliance with California Rules of Professional Conduct, Rule 1.5.1.

6. Concurrently herewith, Plaintiff has lodged an Amended [Proposed] Order granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Plaintiff's Fees and Costs, and Class Representative Enhancement Award, and Final Judgment (the "Amended [Proposed] Order and Judgment"). A true and correct copy of the Amended

1 [Proposed] Order and Judgment is attached hereto as **Exhibit 1**, and filed concurrently herewith.
2 A true and correct copy of the Amended [Proposed] Order and Judgment with all revisions
3 tracked in redline is attached hereto as **Exhibit 2**.

4 7. Concurrently with the filing of the Supplemental Brief, Plaintiff has submitted
5 copies of the Supplemental Brief, all papers and declarations filed in support thereof, and the
6 Amended [Proposed] Order and Judgment to the LWDA. Attached hereto as **Exhibit 3** are true
7 and correct copies of Plaintiff's submission and the LWDA's confirmation of receipt.

8 I declare under penalty of perjury under the laws of the United States and the state of
9 California that the foregoing is true and correct. Executed on August 19, 2025, at El Segundo,
10 California.

11 

12 Matthew K. Moen
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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]*

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD, AND FINAL JUDGMENT**

Action Filed: February 27, 2024

Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Motion of Plaintiff Gregory Meade (“Plaintiff”) for Final Approval of Class Action
3 and PAGA Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement
4 Award (“Final Approval Motion”) came regularly for hearing before this Court on June 20, 2025,
5 at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
6 Preliminary Approval of Class Action and PAGA Action Settlement (“Preliminary Approval
7 Order”). Having considered the parties’ Stipulation of Settlement (the “Settlement Agreement”
8 or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of
9 Plaintiff’s Motion for Final Approval of Class Action and PAGA Action Settlement (ROA #74),
10 and the documents and evidence presented in support thereof, and recognizing the sharply
11 disputed factual and legal issues involved in this case, the risks of further prosecution, and the
12 substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
13 hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product
14 of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the
15 Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

16
17 1. Final judgment is hereby entered in conformity with the Settlement Agreement
18 and this Final Approval Order.

19 2. The conditional class certification is hereby made final, and the Court thus
20 certifies, for purposes of the Settlement, the following Settlement Class:

21 All current and former non-exempt employees who worked for Defendant
22 Pumpkin City’s Pumpkin Farm Inc. (“Defendant”) in California at any time
between February 27, 2020 and September 23, 2024 (the “Class Period”).

23 3. Plaintiff Gregory Meade is hereby confirmed as the Class Representative. Paul K.
24 Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden M. Khachadorian of Haines Law
25 Group, APC, and Joeph Tojarieh of Stonebrook Law are hereby confirmed as Class Counsel.

26 4. Notice was provided to Settlement Class members as set forth in the Settlement,
27 which was approved by the Court on January 24, 2025, and the notice process has been completed
28 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds

1 that said notice was the best notice practicable under the circumstances. The Class Notice
2 provided due and adequate notice of the proceedings and matters set forth therein, informed
3 Settlement Class members of their rights, and fully satisfied the requirements of California Code
4 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5 5. The Court finds that no Settlement Class member objected to the Settlement, that
6 only one Settlement Class member, Serinami Magallanes, has opted out of the Settlement, and
7 that the 99.86% participation rate supports final approval.

8 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
9 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
10 terms.

11 7. For purposes of settlement only, the Court finds that: (a) the members of the
12 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
13 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
14 community of interest among members of the Settlement Class with respect to the subject matter
15 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
16 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
17 interests of the Settlement Class members; (e) a class action is superior to other available methods
18 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
19 counsel for the Class Representative and the Settlement Class.

20 8. The Court finds that given the absence of objections to the Settlement, this Order
21 shall be considered final as of the date of entry.

22 9. The Court finds that the Individual Settlement Payments, as provided for in the
23 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
24 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

25 10. The Court orders that Defendant shall deposit the Maximum Settlement Amount
26 of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) with the
27 Settlement Administrator in two equal installment payments, with the first installment payment
28 due thirty (30) calendar days after the Effective Date, as that term is defined in the Settlement

1 Agreement, and the second installment payment due on or by November 14, 2025, as provided
2 for in the Settlement.

3 11. The Court finds that an Enhancement Award in the amount of \$5,000.00 to
4 Plaintiff is appropriate for Plaintiff's risks undertaken and his substantial service to the Settlement
5 Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
6 Settlement Administrator make this payment in conformity with the terms of the Settlement.

7 12. The Court finds that attorneys' fees in the amount of \$67,500.00 for Class Counsel
8 are fair, reasonable, and adequate in light of the common fund created by the Settlement, and
9 orders that the Settlement Administrator distribute these payments to Class Counsel in conformity
10 with the terms of the Settlement, divided as follows: \$45,562.50 (equivalent to 67.5% of the total
11 fee award) to Haines Law Group, APC) and \$21,937.50 (equivalent to 32.5% of the total fee
12 award) to Stonebrook Law. The Court finds that reimbursement of actual litigation costs of
13 \$7,806.57 for Class Counsel are fair, reasonable, and adequate, and orders that the Settlement
14 Administrator distribute this payment in conformity with the terms of the Settlement, with the full
15 award of litigation costs (\$7,806.57 total) awarded to Haines Law Group, APC.

16 13. The Court orders that the Settlement Administrator shall be paid \$13,490.00 from
17 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
18 work done and to be done until the completion of this matter and finds that sum appropriate.

19 14. The Court finds that the payment to the California Labor & Workforce
20 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
21 Plaintiff's representative claim under the Private Attorney Generals Act, Labor Code § 2698, *et*
22 *seq.* ("PAGA"), is fair, reasonable, and adequate, and orders the Settlement Administrator to
23 distribute this payment to the LWDA in conformity with the terms of the Settlement.

24 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
25 days from the date of issuance of the check, and that any settlement checks that remain uncashed
26 after 180 days after they are mailed shall be distributed to the Controller of the State of California
27 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
28 name of the Settlement Class member to whom the check was issued.

1 16. As of the Effective Date and upon Defendant’s full funding of the Maximum
2 Settlement Amount, Plaintiff and each Settlement Class member (excluding Serinami
3 Magallanes, who validly and timely requested exclusion from the Settlement), shall fully and
4 finally release and discharge Defendant and any and all of its present and former parent
5 companies, subsidiaries, divisions, related or affiliated companies, shareholders, investors,
6 owners, partners, officers, directors, employees, agents, attorneys, insurers, consultants,
7 successors and assigns (collectively, the ”Released Parties”) from liability for all claims,
8 demands, rights, liabilities and causes of action based on the factual allegations set forth in the
9 operative First Amended Complaint in the Action or Plaintiff’s PAGA Notice to the LWDA, or
10 which could have been pled in the operative First Amended Complaint in the Action based on the
11 factual allegations therein, that arose during the Class Period including, but not limited to: (i)
12 failure to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failure to provide all
13 lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failed to issue
14 accurate itemized wage statements; (vi) failure to timely pay all final wages due upon separation
15 from employment; and (vii) failure to comply with California’s Unfair Competition laws
16 (“Released Claims”). This release shall run from February 27, 2020 through September 23, 2024.

17 17. In addition, As of the Effective Date and upon Defendant’s full funding of the
18 Maximum Settlement Amount, Plaintiff and all Settlement Class members who worked for
19 Defendant in California at any time between February 27, 2023 through September 23, 2024 (the
20 “PAGA Period”), regardless of whether they submitted a timely Request for Exclusion Form from
21 the Settlement, shall be deemed to have released and discharged the Released Parties from all
22 claims for civil penalties under PAGA that are based on the Labor Code violations pled in the
23 operative First Amended Complaint in the Action or Plaintiff’s letter to the California Labor and
24 Workforce Development Agency (“LWDA”) dated February 27, 2024, or which could have been
25 pled in the operative First Amended Complaint in the Action based on the factual allegations
26 therein, that arose during the PAGA Period (“PAGA Released Claims”). This release shall run
27 from February 27, 2023 through September 23, 2024.

28 ///

1 18. This document shall constitute a Final Judgment pursuant to California Rule of
2 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a provision
4 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
5 The court may not enter an order dismissing the action at the same time as, or after, entry of
6 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
7 and this Judgment a pursuant to California Code of Civil Procedure Section 664.6 and California
8 Rule of Court 3.769(h).

9 19. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
10 Final Approval Order and Final Judgment be posted on the Settlement Administrator’s website
11 for at least 30 days from the date of Final Judgment for the Settlement Class members, in
12 accordance with the terms of the Settlement.

13 20. Plaintiff shall file a Final Accounting Report on or before August 5, 2027. A Final
14 Accounting Hearing is set for August 19, 2027 at 10:00 a.m. in Department CX-103 of this Court,
15 located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

16 **IT IS SO ORDERED.**

17
18 Dated: _____

Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT 2

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fshmidt@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.

Case No. 30-2024-01382083-CU-OE-CXC
[Case assigned for all purposes to the Hon.
David A. Hoffer, Dept. CX103]

1 PUMPKIN CITY’S PUMPKIN FARM INC., a
2 California corporation; and DOES 1 through
3 100,

4 Defendants.

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF’S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, ATTORNEYS’ FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD, AND FINAL JUDGMENT**

~~Date: June 20, 2025~~

~~Time: 10:00 a.m.~~

~~Dept.: CX-103~~

Action Filed: February 27, 2024

Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Motion of Plaintiff Gregory Meade (“Plaintiff”) for Final Approval of Class Action
3 and PAGA Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement
4 Award (“Final Approval Motion”) came regularly for hearing before this Court on June 20, 2025,
5 at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
6 Preliminary Approval of Class Action and PAGA Action Settlement (“Preliminary Approval
7 Order”). Having considered the parties’ Stipulation of Settlement (the “Settlement Agreement”
8 or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of
9 Plaintiff’s Motion for Final Approval of Class Action and PAGA Action Settlement (ROA #74),
10 and the documents and evidence presented in support thereof, and recognizing the sharply
11 disputed factual and legal issues involved in this case, the risks of further prosecution, and the
12 substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
13 hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product
14 of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the
15 Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

16
17 1. Final judgment is hereby entered in conformity with the Settlement Agreement
18 and this Final Approval Order.

19 2. The conditional class certification is hereby made final, and the Court thus
20 certifies, for purposes of the Settlement, the following Settlement Class:

21 All current and former non-exempt employees who worked for Defendant
22 Pumpkin City’s Pumpkin Farm Inc. (“Defendant”) in California at any time
23 between February 27, 2020 and September 23, 2024 (the “Class Period”).

24 3. Plaintiff Gregory Meade is hereby confirmed as the Class Representative. Paul K.
25 Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden M. Khachadorian of Haines Law
26 Group, APC, and Joeph Tojarieh of Stonebrook Law are hereby confirmed as Class Counsel.

27 4. Notice was provided to Settlement Class members as set forth in the Settlement,
28 which was approved by the Court on January 24, 2025, and the notice process has been completed
in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds

1 that said notice was the best notice practicable under the circumstances. The Class Notice
2 provided due and adequate notice of the proceedings and matters set forth therein, informed
3 Settlement Class members of their rights, and fully satisfied the requirements of California Code
4 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5 5. The Court finds that no Settlement Class member objected to the Settlement, that
6 only one Settlement Class member, Serinami Magallanes, has opted out of the Settlement, and
7 that the 99.86% participation rate supports final approval.

8 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
9 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
10 terms.

11 7. For purposes of settlement only, the Court finds that: (a) the members of the
12 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
13 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
14 community of interest among members of the Settlement Class with respect to the subject matter
15 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
16 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
17 interests of the Settlement Class members; (e) a class action is superior to other available methods
18 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
19 counsel for the Class Representative and the Settlement Class.

20 8. The Court finds that given the absence of objections to the Settlement, this Order
21 shall be considered final as of the date of entry.

22 9. The Court finds that the Individual Settlement Payments, as provided for in the
23 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
24 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

25 10. The Court orders that Defendant shall deposit the Maximum Settlement Amount
26 of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) with the
27 Settlement Administrator in two equal installment payments, with the first installment payment
28 due thirty (30) calendar days after the Effective Date, as that term is defined in the Settlement

1 Agreement, and the second installment payment due on or by November 14, 2025, as provided
2 for in the Settlement.

3 11. The Court finds that an Enhancement Award in the amount of \$5,000.00 to
4 Plaintiff is appropriate for Plaintiff's risks undertaken and his substantial service to the Settlement
5 Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
6 Settlement Administrator make this payment in conformity with the terms of the Settlement.

7 12. The Court finds that attorneys' fees in the amount of ~~\$6775,500.00~~ ~~and litigation~~
8 ~~costs of \$7,806.57~~ for Class Counsel are fair, reasonable, and adequate in light of the common
9 fund created by the Settlement, and orders that the Settlement Administrator distribute these
10 payments to Class Counsel in conformity with the terms of the Settlement, divided as follows:
11 \$45,562.50 (equivalent to 67.5% of the total fee award) to Haines Law Group, APC) and
12 \$21,937.50 (equivalent to 32.5% of the total fee award) to Stonebrook Law. The Court finds that
13 reimbursement of actual litigation costs of \$7,806.57 for Class Counsel are fair, reasonable, and
14 adequate, and orders that the Settlement Administrator distribute this payment in conformity with
15 the terms of the Settlement, with the full award of litigation costs (\$7,806.57 total) awarded to
16 Haines Law Group, APC.

17 13. The Court orders that the Settlement Administrator shall be paid \$13,490.00 from
18 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
19 work done and to be done until the completion of this matter and finds that sum appropriate.

20 14. The Court finds that the payment to the California Labor & Workforce
21 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
22 Plaintiff's representative claim under the Private Attorney Generals Act, Labor Code § 2698, *et*
23 *seq.* ("PAGA"), is fair, reasonable, and adequate, and orders the Settlement Administrator to
24 distribute this payment to the LWDA in conformity with the terms of the Settlement.

25 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
26 days from the date of issuance of the check, and that any settlement checks that remain uncashed
27 after 180 days after they are mailed shall be distributed to the Controller of the State of California
28

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.

16. As of the Effective Date and upon Defendant’s full funding of the Maximum Settlement Amount, Plaintiff and each Settlement Class member (excluding Serinami Magallanes, who validly and timely requested exclusion from the Settlement), 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 September 23, 2024.

17. In addition, As of the Effective Date and upon Defendant’s full funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class members who worked for Defendant in California at any time between February 27, 2023 through September 23, 2024 (the “PAGA Period”), regardless of whether they submitted a timely Request for Exclusion Form from 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 (“PAGA Released Claims”). This release shall run

1 from February 27, 2023 through September 23, 2024.

2 ///

3 18. This document shall constitute a Final Judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a provision
6 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
7 The court may not enter an order dismissing the action at the same time as, or after, entry of
8 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
9 and this Judgment pursuant to California Code of Civil Procedure Section 664.6 and California
10 Rule of Court 3.769(h).

11 19. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
12 Final Approval Order and Final Judgment be posted on the Settlement Administrator’s website
13 for at least 30 days from the date of Final Judgment for the Settlement Class members, in
14 accordance with the terms of the Settlement.

15 20. Plaintiff shall file a Final Accounting Report on or before August 5, 2027. A Final
16 Accounting Hearing is set for August 19, 2027 at 10:00 a.m. in Department CX-103 of this Court,
17 located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

18 **IT IS SO ORDERED.**

19
20 Dated: _____

Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT 3