

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

1 **[PROPOSED] ORDER**

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

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

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

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

27 All current and former non-exempt employees who worked for Defendant
28 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. Khachadorian 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.

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

3 12. The Final Approval Hearing on the question of whether the Settlement
4 Agreement should be finally approved as fair, reasonable and adequate is scheduled on June 20,
5 2025, at 10:00 a.m. in Department CX105 of this Court, located at 751 W Santa Ana Blvd,
6 Santa Ana, California 92701. The Court reserves the right to continue the date of the Final
7 Approval Hearing without further notice to the Settlement Class members. The Court retains
8 jurisdiction to consider all further applications arising out of or in connection with the
9 Settlement Agreement.

10 13. At the Final Approval Hearing, the Court will consider: (a) whether the
11 Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement
12 Class; (b) whether a judgment granting final approval of the Settlement should be entered; and
13 (c) whether Plaintiff's application for an enhancement award, settlement administration costs,
14 payment to the California Labor and Workforce Development Agency ("LWDA") for its 75%
15 share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section
16 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

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

23 15. An implementation schedule is provided below (assuming the Court grants
24 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

1 2	Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	May 2, 2025
3 4	Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
5	Final Approval Hearing	June 20, 2025 at 10:00 a.m.

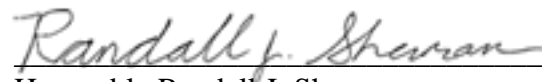
6 16. Pending the Final Approval Hearing, all proceedings in this action, other than
7 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
8 Order, are stayed.

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

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

16 **IT IS SO ORDERED.**

17
18 Dated: **January 24, 2025**


Honorable Randall J. Sherman
Judge of the Superior Court