

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

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

GREGORY MEADE

Dated: _____

Gregory Meade, Plaintiff

PUMPKIN CITY'S PUMPKIN FARM INC.

Dated: 9/4/2024

DocuSigned by:
William Derentz

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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.

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