

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Phillip Song (SBN 326572)
Ryan Handley (SBN 334695)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: psong@moonlawgroup.com
E-mail: rhandley@moonlawgroup.com

Attorneys for Plaintiff Eligio Leyva Solano

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

ELIGIO LEYVA SOLANO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GRIDLEY PACKING, INC.; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24CV04405

*[Assigned for all purposes to the Honorable
Stephen E. Benson, Department 6]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Sean Hartranft]*

PRELIMINARY APPROVAL HEARING:

Date: April 15, 2026

Time: 9:00 a.m.

Dept.: 6

Judge: Honorable Stephen E. Benson

Complaint filed: December 20, 2024

Trial Date: Not Set

F Superior Court of California F
I County of Butte I
L 4/20/2026 L
E E
D Sharif Elmallah, Clerk D
By *m. Song* Deputy
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1 Payment to Plaintiff of not more than \$7,500.00.¹

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
6 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
9 of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly,
10 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
11 requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement, the
13 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administrator
14 Expenses Payment, the PAGA Penalties, and the Class Representative Service Payment should be
15 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
16 accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class
18 (the "Class"): all persons who worked for Defendant as an hourly, non-exempt employee at any
19 time during the Class Period. The "Class Period" means the period from December 20, 2020 to
20 September 29, 2025. Excluded from the Class will be any Class Member who opts out of the
21 Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the
22 instructions provided in the Class Notice.

23 6. The Court provisionally identifies the following individuals as "Aggrieved
24 Employees": all persons who worked for Defendant as an hourly, non-exempt employee at any
25

26 ¹ Pursuant to ¶ 4.3 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
27 \$157,500.00 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
28 transmitting the funds to the Administrator sixty (60) days after the Effective Date of the Settlement, but no
sooner than twelve (12) months. (Settlement, ¶ 4.3.)

1 time during the PAGA Period. The “PAGA Period” means the period from December 19, 2023 to
2 September 29, 2025.

3 7. The Court finds, for settlement purposes only, that the Class meets the
4 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
5 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
6 common, or of general interest, to all Class Members, which predominate over individual issues;
7 (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Class
8 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
9 action is superior to other available methods for the fair and efficient adjudication of the
10 controversy.

11 8. **Releases of Claims.** Upon Final Approval of the Settlement, Plaintiff, Class Members,
12 and Aggrieved Employees will release claims against all Released Parties as follows: (Settlement, ¶ 5.)

13 a. Released Parties. “Released Parties” means: Defendant and its past, present and future
14 subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors
15 or assigns; and their past, present, and future officers, directors, shareholders, partners,
16 agents, insurers, employee, advisors, accountants, representatives, trustees, heirs,
17 executors, administrators, predecessors, successors or assigns. (*Id.* at ¶ 1.41.)

18 b. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses,
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
20 release and discharge Released Parties from all claims, transactions, or occurrences that
21 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
22 reasonably could have been, alleged, based on the facts contained, in the Operative
23 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
24 based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, or
25 ascertained during the Action and released under 5.2, below (“Plaintiff’s Release”). (*Id.* at
26 ¶ 5.1.) Plaintiff’s Release does not extend to any claims or actions to enforce the
27 Agreement; any claims for vested benefits, unemployment benefits, disability benefits,
28 social security benefits, workers’ compensation benefits that arose at any time; or any

claims based on occurrences outside the Class Period. (*Id.*) Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. (*Id.*)

1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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. (*Id.* at ¶ 5.1.1.)

c. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action for the period from December 20, 2020 to September 29, 2025. (*Id.* at ¶ 5.2.) Except as set forth in Section 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the period from December 20, 2020 to September 29, 2025. (*Id.*)

d. Release by Aggrieved Employees: All Aggrieved Employees – including Non-Participating Class Members who are Aggrieved Employees – are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based

1 on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the
2 course of the Action for the period from December 19, 2023 to September 29, 2025. (*Id.*
3 at ¶ 5.3.)

4 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
5 definitions as set forth in the Settlement.

6 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
7 Representative. The Court approves, on a preliminary basis, a Class Representative Service
8 Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the
9 amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing
10 services in support of the Action. To the extent the final amount awarded is less than the amount
11 requested, the remainder will be allocated to the Net Settlement Amount for distribution to
12 Participating Class Members.

13 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
14 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
15 to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as
16 reimbursement for actual costs not to exceed \$25,000.00. To the extent actual costs are less and/or
17 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder
18 will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

19 12. The Court appoints Apex Class Action as the Administrator with payment from
20 the Gross Settlement Amount for reasonable administration costs not to exceed \$6,990.00, except
21 upon a showing of good cause and as approved by the Court. To the extent administration costs
22 are less, the remainder will be allocated to the Net Settlement Amount for distribution to
23 Participating Class Members.

24 13. The Administrator shall perform services and duties as provided for in the
25 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class
26 Members shall not be required to submit a claim form in order to receive individual settlement
27 payments.

28 14. The Court approves, as to form and content, the *Court Approved Notice of Class*

1 *Action Settlement and Hearing Date for Final Court Approval* (the “Class Notice”) attached to the
2 Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis,
3 that the plan for distribution of the Class Notice satisfies due process, provides the best notice
4 practicable under the circumstances, and constitutes due and sufficient notice to all persons
5 entitled thereto.

6 15. The obligations set forth in the Settlement are deemed part of this Preliminary
7 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement
8 Agreement according to its terms and provisions.

9 16. The Court orders the following Implementation Schedule:

10 Defendants to provide the Administrator 11 with the Class Data	Within 15 calendar days after entry of preliminary approval
12 Administrator to mail the Class Notice	Within 14 calendar days after 13 Defendant funds the Gross Settlement Amount
14 Response and Opt-Out Deadline	Within 60 calendar days after mailing 15 (plus an additional 14 calendar days for any re-mailed Class Notices)
16 Final Approval Motion Filing Deadline	At least 16 court days before the Final 17 Approval Hearing
18 Final Approval Hearing	August 12, 2026 at 9:00AM

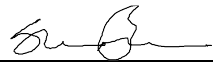
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20 17. The Court reserves the right to continue the date of the Final Approval Hearing without
21 further notice to Class Members.

22 18. The Court further orders that, pending further order of this Court, all proceedings in this
23 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

24 19. The Settlement is preliminarily approved but is not an admission by Defendant of the
25 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
26 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
27 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
28 or enforce the Settlement.

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2 **IT IS SO ORDERED.**

3 DATED: April 20, 2026

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The Honorable Stephen E. Benson
Judge of the Superior Court, Butte County

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Landon T. Little
RICH, FUIDGE, BORDSEN & GALYEAN, INC.
1229 D Street P.O. Box A
Marysville, CA 95901
Tel: 530-742-7371
ltlittle@yubasutterlaw.com
angela@yubasutterlaw.com

**Labor & Workforce
Development Agency**
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce
Development Agency access portal)

Attorneys for Defendant Gridley Packing, Inc.
(Served via E-Mail)

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic Message or other indication that the transmission was unsuccessful.

☒ **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **April 15, 2026** at Los Angeles, California.

Karen Castillo
Type or Print Name

/s/ Karen castillo
Signature