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F Superior Court of California **F**
I County of Butte **I**
L AUG 12 2026 **L**
E **E**
D Sharif Elmallah, Clerk **D**
By VM-S Deputy

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

[Honorable Stephen E. Benson,
Department 6]

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

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Stacey Shim, and [Proposed]
Judgment]*

FINAL APPROVAL HEARING

Date: August 12, 2026

Time: 9:00 a.m.

Dept: 6

Complaint Filed: December 20, 2024

Trial Date: Not Set

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On April 20, 2026, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Eligio Leyva Solano ("Plaintiff") and Defendant
8 Gridley Packing, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the
9 Parties' Class Action and PAGA Settlement Agreement (the "Settlement"). The Settlement is
10 attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final
11 Approval of Class Action and PAGA Settlement.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
13 Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
15 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
16 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
17 as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 6 of this Court, the
26 Honorable Stephen E. Benson presiding, on August 12, 2026.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections, disputes, and opt-out from
8 the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
9 **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (“Class
11 Members”): all persons who worked for Defendant as an hourly, non-exempt employee at any time
12 from December 20, 2020 to September 29, 2025. (Settlement, ¶¶ 1.5, 1.12.)

13 5. Notwithstanding the submission of any timely Request for Exclusion, Class Members
14 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
15 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
16 Settlement do not apply to the PAGA claims.

17 6. The release of the Released PAGA Claims shall bind the following individuals
18 (“Aggrieved Employees”): all persons who worked for Defendant as an hourly, non-exempt
19 employee at any time from December 19, 2023 to September 29, 2025. (*Id.* at ¶¶ 1.4, 1.31.)

20 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
21 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
22 with respect to the PAGA claims being released under the Settlement. The Court further finds that
23 pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
24 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
25 therefore bound by this Final Approval Order.

26 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
27 Settlement was July 28, 2026.

28 9. No Request for Exclusion was received. Accordingly, 276 Class Members remain in

1 the Class and are bound by this Final Approval Order and the accompanying Judgment.

2 10. The Court finds that a full opportunity has been afforded to Class Members to object
3 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
4 opportunity to object to the Settlement. No written Objections and Disputes were received, and no
5 Class Members appeared at the Final Approval Hearing to present any Objections and Disputes.

6 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
7 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
8 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
9 practicable under the circumstances, by providing individual and adequate notice of the proceedings
10 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
11 requirements of due process and provided the Class Members with adequate instructions and a variety
12 of means to obtain additional information.

13 12. Upon Final Approval of this Settlement, Plaintiff, Class Members, and Aggrieved
14 Employees will release claims against all Released Parties as follows: (*Id.* at ¶ 5.)

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

21 b. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns
23 generally, release and discharge Released Parties from all claims, transactions, or
24 occurrences that occurred during the Class Period, including, but not limited to:
25 (a) all claims that were, or reasonably could have been, alleged, based on the facts
26 contained, in the Operative Complaint and (b) all PAGA claims that were, or
27 reasonably could have been, alleged based on facts contained in the Operative
28 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and

1 released under 5.2, below (“Plaintiff’s Release”). (*Id.* at ¶ 5.1.) Plaintiff’s Release
2 does not extend to any claims or actions to enforce the Settlement; any claims for
3 vested benefits, unemployment benefits, disability benefits, social security
4 benefits, workers’ compensation benefits that arose at any time; or any claims
5 based on occurrences outside the Class Period. (*Id.*) Plaintiff acknowledges that
6 Plaintiff may discover facts or law different from, or in addition to, the facts or
7 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
8 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding
9 such different or additional facts or Plaintiff’s discovery of them. (*Id.*)

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

11 For purposes of Plaintiff’s Release, Plaintiff expressly waives and
12 relinquishes the provisions, rights, and benefits, if any, of section 1542
13 of the California Civil Code, which reads: A general release does not
14 extend to claims that the creditor or releasing party does not know or
15 suspect to exist in his or her favor at the time of executing the release,
16 and that if known by him or her would have materially affected his or
17 her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

- 18 c. Release by Participating Class Members: All Participating Class Members, on
19 behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, release Released
21 Parties from all claims that were alleged, or reasonably could have been alleged,
22 based on the facts stated in the Operative Complaint and ascertained in the course
23 of the Action for the period from December 20, 2020 to September 29, 2025. (*Id.*
24 at ¶ 5.2.) Except as set forth in Section 5.3 of the Agreement, Participating Class
25 Members do not release any other claims, including claims for vested benefits,
26 wrongful termination, violation of the Fair Employment and Housing Act,
27 unemployment insurance, disability, social security, workers’ compensation, or
28 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 on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action for the period from December 19, 2023 to September 29, 2025. (*Id.* at ¶ 5.3.)

13. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant shall fully fund the Gross Settlement Amount (\$157,813.21), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator sixty (60) days after the Effective Date of the Settlement, but no sooner than 12 months.

16. No later than 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

17. A total amount of \$10,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 65% (\$6,500.00) to the LWDA ("the LWDA PAGA Payment") and 35% (\$3,500.00) to Aggrieved Employees (the "Individual PAGA Payments").

1 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
2 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
3 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
4 Employee, the Court approves and orders a service award to Plaintiff in the amount of **\$7,500.00** (the
5 “Class Representative Service Payment”), payable from the Gross Settlement Amount, for his
6 significant contributions and participation throughout all stages of the litigation, for the risks and
7 duties attendant to his role as the Class Representative, and for his general release of claims against
8 the Released Parties.

9 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
10 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
11 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
12 adequately represented Class interests. The Court approves and orders the payments to Class
13 Counsel, payable from the Gross Settlement Amount, of **\$52,604.40** for reasonable attorneys’ fees
14 (the “Class Counsel Fees Payment”), and **\$18,539.84** for reimbursement of out-of-pocket costs (the
15 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
16 considering the benefits provided to the Class.

17 20. The Court confirms the appointment of Apex Class Action, LLC as the Administrator,
18 who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment
19 to the Settlement Administrator of **\$6,990.00** (“Administration Expenses Payment”), payable from
20 the Gross Settlement Amount, for settlement administration.

21 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
22 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
23 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of the
24 Class Member thereby leaving no “unpaid residue.”

25 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
26 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
27 on its website for no less than ninety (90) calendar days following entry thereof.

28 23. This Final Approval Order and the concurrently filed Judgment are intended to be a

1 final disposition of the Action in its entirety and are intended to be immediately appealable.

2 24. The obligations set forth in the Settlement are deemed part of this Final Approval
3 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
4 carry out the Settlement according to its terms and provisions.

5 25. Following entry of the concurrently filed Judgment, and without affecting the finality
6 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
7 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
8 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
9 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
10 by law.

11 26. The Settlement is finally approved but is not an admission by Defendant of the
12 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
13 law. Neither the Settlement nor any related document shall be offered or received in evidence in
14 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
15 necessary to consummate or enforce the Settlement.

16 27. The Court sets a Status Conference re: Distribution on May 5, 2027 at
17 9:00 am in Department 6. Class Counsel are ordered to file a final report and declaration
18 by the Administrator regarding settlement distribution no later than April 19, 27. No
19 appearance will be required at the Compliance Hearing if the Administrator's declaration reports
20 that all the distributions under the Agreement are complete.

21 **IT IS SO ORDERED.**

22 DATE: 8/12/26

23 
THE HON. STEPHEN E. BENSON
24 Judge of the Superior Court, Butte County
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