

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

Attorneys for Plaintiff, Araceli Diaz Leal Solis

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

ARACELI DIAZ LEAL SOLIS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

TRUE LEAF FARMS, LLC, a limited liability
company; and DOES 1 to 10, inclusive,

Defendants.

Case No.: 21CV001607

*[Assigned for all purposes to Hon. Thomas W. Wills,
Dept. 15]*

**[SECOND AMENDED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
AN ORDER APPROVING SETTLEMENT
OF CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL'S
ACT OF 2004**

Date: December 12, 2025
Time: 8:30 a.m.
Courtroom: 15
Judge: Hon. Thomas W. Wills

Action Filed: May 18, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff Araceli Diaz Leal Solis (“Plaintiff”) and Defendant True Leaf Farms, LLC
3 (“Defendant”) (collectively, “the Parties”), have reached terms of settlement of this action alleging a
4 claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698,
5 *et seq.* (“PAGA”).

6 Pursuant to PAGA, Plaintiff, on behalf of the Parties, has filed a motion for approval of the
7 settlement of the claims against Defendant in this action. Specifically, Plaintiff moves for an order:

8 1. granting approval of the terms of the Agreement pursuant to the Labor Code Private
9 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the
10 settlement; the amount of distributions to the State and Aggrieved Employees; the amount
11 allocated to the Plaintiff as an enhancement; the amounts allocated to attorney’s fees and costs;
12 and, the amount allocated to the settlement administrator; and,

13 2. directing disbursement of the Gross Settlement Amount pursuant to the terms of the
14 Agreement.

15 On December 12, 2025, Plaintiff’s Motion came on for hearing. The PAGA SETTLEMENT
16 AGREEMENT (referred to as the “Agreement,” or “Settlement,” and attached to the Declaration of H.
17 Scott Leviant as **Exhibit 1**) is conditioned upon the Court’s approval. Capitalized terms in this Order
18 have the same meaning as in the Settlement unless indicated otherwise. A summary of the terms of the
19 Settlement is as follows:

- 20 (a) Aggrieved Employees: All current and former non-exempt, hourly employees of
21 Defendant who have worked for Defendant in California at its San Juan Bautista
22 Facility from April 8, 2024, through September 22, 2024. (Agreement, ¶¶ 1.4
23 1.25.)
- 24 (b) No Reversion: The Settlement is *non-reversionary*. (Agreement, ¶ 3.1.)
- 25 (c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of
26 **\$160,000.00** (hereinafter referred to as the “Gross Settlement Amount” or
27 “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of
28 Plaintiff’s Enhancement Fee, Plaintiff’s Counsel’s attorney’s fees and costs, and

- the settlement administrator's fees and costs. (Agreement, ¶¶ 3.1, 3.2.)
- (d) Net Settlement Amount: At least **\$74,002.80** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$55,502.10** (75%) under the Agreement, and Aggrieved Employees will receive at least **\$18,500.70** (25%). (Agreement, ¶¶ 1.15, 3.2.4.)
- (e) Attorney's Fees: Plaintiff's Counsel requests an award of attorney's fees in the amount of **\$53,333.33**, which is one-third of the GSA. (Agreement, ¶ 3.2.2.)
- (f) Litigation Costs: Plaintiff's Counsel seeks reimbursement of actual litigation costs, to a maximum amount of \$21,000.00. **\$19,913.87** was requested. (Agreement, ¶ 3.2.2; Leviant Decl., ¶ 40, and Exh. 2.)
- (g) Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator, Class Action Administration Solutions ("Phoenix Phoenix"), which has agreed to perform Administrator duties for a flat fee not to exceed **\$8,500.00¹**, which is reasonable, based on all of the services offered. (Agreement, ¶ 3.2.3; Leviant Decl., ¶ 41; Declaration of Jodey Lawrence ["Lawrence Decl.,"] ¶ 16.)
- (h) Plaintiff Enhancement Fee: Plaintiff seeks an enhancement award of up to \$7,500.00. (Agreement, ¶ 3.2.1.)
- (i) Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the Unclaimed Property Fund. (Agreement, ¶¶ 4.2.2, 4.2.3.)
- (j) Release: In exchange for the above settlement consideration, Defendant shall be entitled to a *limited* release from the LWDA and each and every Aggrieved

¹ The Parties agreed that the settlement administration costs are not to exceed \$8,500.00. The actual costs are expected to be \$8,500.00, which does not exceed the maximum amount.

Employee, including Plaintiff.² (Agreement, ¶ 5; Leviant Decl., Exh. 1.)

(k) Notice to LWDA: The Supplemental Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attaches the confirmatory submission documents. (Supp. Leviant Decl., ¶ 8 and Exh. 5.)

After reviewing the Settlement and other related documents, and the filings submitted by Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. The Court hereby GRANTS approval of the PAGA settlement upon the terms and conditions set forth in the Settlement, as modified in this Order. The Court finds that the terms of the proposed settlement are reasonable. In granting approval of the settlement the Court has considered the factors identified in *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016), *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998), *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), and other authority providing a coherent framework for evaluating this Settlement.

2. The Court hereby identifies the Aggrieved Employees as:

All current and former non-exempt, hourly employees of Defendant who have worked for Defendant in California at its San Juan Bautista Facility from April 8, 2024, through September 22, 2024. (Agreement, ¶¶ 1.4, 1.25.)

3. The Court hereby finds the Settlement was the product of informed, non-collusive negotiations conducted at arms' length by the Parties. In making these findings, the Court considered Defendant's potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that risks of further prosecution are substantial and include the risks that (1) penalties would be reduced after evaluation of the totality of the circumstances, or (2) no penalties would be awarded for some or all of the alleged violations.

4. The Court hereby approves Phoenix to serve as the Administrator. The Administrator

² This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that "with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....").

will be paid pursuant to the Agreement's terms for such distribution, in the requested amount of **\$8,500.00** out of the Gross Settlement Amount, to effectuate Administration.

5. Pursuant to the Agreement, the amount distributed as penalties under PAGA shall be **\$160,000.00**, less administration costs, attorney's fees, an award to Plaintiff for service and providing a general release, and costs awarded to Plaintiff's counsel. After awards, the amount remaining to distribute as penalties is **\$74,002.80**. The LWDA shall receive 75% of the penalties allocated, which is **\$55,502.10**. Aggrieved Employees shall receive 25% of the penalties allocated, which is **\$18,500.70**.

6. The Court hereby awards Counsel attorneys' fees in the amount of **\$53,333.33**. The Court finds that the attorneys' fees are reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary funds for class members. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016). Counsel proceeded on a contingency basis despite the uncertainty of any fee award. Counsel were necessarily precluded from pursuing other potential sources of fees because of work in connection with this Action. The Court observed that this is not a class action. It is more akin to contingent representation with an additional requirement of Court review due to the qui tam nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. *See Van Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under \$10 million). Based on these considerations, including the lodestar cross-check, a fee award of 33 1/3% is reasonable.

7. The Court hereby awards Counsel litigation costs in the total amount of **\$19,163.87**. Requested reimbursement for an administrative expense of \$750.00 is disallowed.

8. The Court hereby awards Plaintiff **\$5,000.00** for her service as PAGA plaintiff, for remaining committed to this matter for over four years, and for providing a general release.

9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Agreement.

10. Pursuant to the terms of the Settlement, the released persons and entities include: Defendant, and any predecessor, successor, subsidiary, parent, affiliated or related

entity, and each of its employees, agents, directors, and/or officers (referred to in the Settlement as the “Released Parties”).

11. Upon entry of the Order approving this Settlement and the Judgment thereon, PAGA claims are released as follows:

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

Release by Aggrieved Employees: Plaintiff, on behalf of herself and the State of California, releases all claims arising under PAGA that were described in Plaintiff’s pre-filing PAGA Notice to the LWDA and/or the Action. (Agreement, ¶ 5.2.)

Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel shall receive only the PAGA Counsel Fees Payment and Expenses Payment approved by the Court as part of this Settlement. (Agreement, ¶ 5.3.)

12. The action is DISMISSED WITH PREJUDICE.

13. The Court will enter Final Judgment in accordance with this Order.

14. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: _____

Hon. Thomas W. Wills
MONTEREY SUPERIOR COURT JUDGE

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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: **[SECOND AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** 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:

Nina M. Patane, Esq.
James K. Gumberg, Esq.
Christina Miccoli
PATANE • GUMBERG • AVILA, LLP
Attorneys at Law
4 Rossi Circle, Suite 231
Salinas, California 93907
Mailing: P.O. Box 3770, Salinas, CA 93912
Telephone: (831) 755-1461
Facsimile: (831) 755-1477
E-mail: npatane@pglawfirm.com
Email: jgumberg@pglawfirm.com
E-mail: cmiccoli@pglawfirm.com

Counsel for Defendant

☒ **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 declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this December 9, 2025, at Los Angeles, California.

Type or Print Name

Signature