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Electronically Filed by  
Superior Court of California,  
Contra Costa County  
1/21/2026  
By: N. McCallister-Villa, Deputy

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF CONTRA COSTA**

11 SANTIAGO MERINO MORALES, an  
12 individual, on behalf of himself, the State of  
13 California, as a private attorney general, and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 DWELLEY FAMILY FARMS, LLC, a  
18 California limited liability company; and DOES  
19 1 TO 50,

20 Defendants.  
21

Case Number: C23-02106

~~[Proposed]~~ Order

~~[PROPOSED]~~ **ORDER**

1  
2 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came  
3 before this Court on December 4, 2025, in Department 39, the Honorable Edward Weil, presiding. The  
4 Court having considered the papers submitted in support of the application of the parties, HEREBY  
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based  
7 upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement  
8 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's  
9 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein  
10 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the  
11 Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court  
12 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$321,860.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff will be  
15 assessed and approved at the final approval stage;
- 16 c. Attorneys' fees will be assessed and approved at the final approval stage,  
17 pursuant to Plaintiff's Counsel's lodestar calculation in the Final Approval  
18 Motion (5% of which is to be withheld pending compliance);
- 19 d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- 20 e. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 21 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the  
22 California Labor & Workforce Development Agency for its portion of the  
23 PAGA penalties.

24 2. This Court has considered the papers in support of the Motion and the Settlement  
25 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for  
26 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed  
27 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)  
28 the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class

1 Representative’s counsel has and is able to adequately represent the proposed Class; (f) the Class  
2 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is  
3 superior to individual litigation because common issues predominate over individual issues for  
4 settlement purposes.

5 3. The Settlement falls within the range of reasonableness and appears to be presumptively  
6 valid, subject only to any objections that may be raised at the final fairness hearing and final approval  
7 by this Court.

8 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys’  
9 fees and costs to Class Counsel, and the Class Representative’s enhancement award should be finally  
10 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and  
11 time set forth in the Implementation Schedule.

12 5. This Court approves, as to form and content, the Notice of Proposed Class Action  
13 Settlement (“Class Notice”), in substantially the form attached herein as **Exhibit 1**. The Court approves  
14 the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set  
15 forth in the Settlement Agreement.

16 6. The Court directs the mailing of the Class Notice by first class mail to the Class  
17 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates  
18 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,  
19 meet the requirements of due process and provide the best notice practicable under the circumstances  
20 and shall constitute due and sufficient notice to all persons entitled thereto.

21 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes  
22 only.

23 8. The Court preliminary certifies for settlement purposes only the Settlement Class  
24 defined as follows: *all individuals who are or were employed by Defendants as non-exempt employees*  
25 *during the Class Period. See Settlement Agreement, at § 1.39.* The Class Period is defined as the period  
26 of time from August 23, 2019, through the date of preliminary approval of the settlement. *See*  
27 *Settlement Agreement, at § 1.10.*

28 Class Members who do not timely and validly Opt Out of the Class Settlement will be deemed

1 to participate in the Class Settlement and shall become Class Participants without having to submit a  
2 claim form or take any other action. *See* Settlement Agreement, at § 7.3. Each of the Releasing Parties,  
3 including each Class Participant, will be bound by the release of Released Claims as a result of the  
4 Class Settlement and to the terms of the final judgment and the satisfaction of such judgment. *See*  
5 Settlement Agreement, at § 11.1.

6 “Released Claims” shall mean those claims with the “same factual predicate” as the allegations  
7 set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce  
8 Development Agency that arose during the Class Period and/or PAGA Period, including claims for:  
9 **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and  
10 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation  
11 of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to  
12 provide compliant rest periods and pay rest break premiums in violation of Labor Code section 226.7  
13 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay meal  
14 period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage  
15 Order(s); **(5)** failure to pay wages timely during employment in violation of Labor Code section 204;  
16 **(6)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201 or 202  
17 and 203; **(7)** failure to provide complete and accurate wage statements in violation of Labor Code  
18 sections 226 and 226.3; **(8)** deceptive, fraudulent, or otherwise unlawful business practices based on  
19 any of the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§  
20 17200–17210); **(9)** statutory penalties based on any of the foregoing pursuant to PAGA (Lab. Code, §§  
21 2698-2699.6); and **(10)** all claims for liquidated damages, penalties, interest, fees, and costs based on  
22 any of the foregoing. *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537; *See*  
23 Settlement Agreement, at § 1.34.

24 The Court appoints Plaintiff Santiago Merino Morales as Class Representative, and Jonathan Melmed  
25 and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

26 9. The Court appoints Apex Class Action Administration as the Settlement Administrator.

27 10. To facilitate administration of the Settlement pending final approval, the Court hereby  
28 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative

1 proceedings (including filing claims with the Division of Labor Standards Enforcement of the  
 2 California Department of Industrial Relations) regarding claims released by the Settlement, unless and  
 3 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator  
 4 and the time for filing claims with the Settlement Administrator has elapsed.

5 11. The Court orders the following **Implementation Schedule** for further proceedings:  
 6

7 a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	~January 19, 2026 [within 14 days after the Preliminary Approval Order]
8 b.	Deadline for Settlement Administrator to Mail Notice to Class Members	~February 16, 2026 [within 28 days after preliminary approval]
9 c.	Deadline for Class Members to Postmark Requests for Exclusion	~April 2, 2026 [45 days after mailing of the Class Notice]
10 d.	Deadline for Class Members to submit any Objections to Settlement	~April 2, 2026 [45 days after mailing of the Class Notice]
11 e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	~May 14, 2026 [21 days prior to Final Approval and Fairness Hearing]
12 f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	May 12, 2026 [16 Court days prior to Final Approval and Fairness Hearing]
13 g.	Final Approval and Fairness Hearing	June 4, 2026, at 9:00 a.m.
14 h.	Compliance Statement	~ January 25, 2027 [due one week before Compliance Hearing]
15 i.	<b>Compliance Hearing</b>	<b>February 1, 2027, at 9:00 a.m.</b>

1           12.     If any of the dates in this Implementation Schedule falls on a weekend, bank or court  
2 holiday, the time to act shall be extended to the next business day.

3           13.     The Court shall retain jurisdiction over the Action for all purposes pursuant to California  
4 Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the  
5 Settlement.

6  
7 **IT IS SO ORDERED.**

8  
9 Dated:       1/21/2026  
10 \_\_\_\_\_



Hon. Edward Weil  
\_\_\_\_\_

Hon. Edward Weil

Judge of the Superior Court, County of Contra Costa

# **EXHIBIT 1**

*Tentative Ruling*

continued to hold Case Management Conferences during the appeal, but did nothing of substance, other than to appoint a Guardian ad Litem for the plaintiff

The Court of Appeal affirmed, and remittitur was issued July 17, 2025 (according to the Court of Appeal docket).

Defendant filed the pending motion July 28, 2025.

On October 13, 2025, plaintiff filed a First Amended Complaint.

Although plaintiff did not file an amended complaint by the initial August 7, 2023 deadline, she had filed an appeal on July 27, 2023, which had the effect of staying the proceeding immediately. (CCP § 916.) The Court's subsequent order of August 22, 2024, in which it "refrain[ed] from proceeding at this time" simply confirmed the existence of the stay.

Plaintiff's reliance on *Gilmed v. General Motors Corp* (1994) 26 Cal.App.4<sup>th</sup> 824, is misplaced, because in that case the plaintiff had already filed an amended complaint before the motion to dismiss was filed.

When the Court of Appeal issued its remittitur, the deadline to file an amended complaint was not clear. The originally specified date had long since passed. Arguably, this means that the "ten day" rule of CRC 3.1320(g) (which applies where the order does not specify time to amend) applied. Defendant filed this motion on the eleventh day after the remittitur was issued.

The decision to grant or deny a party's motion to dismiss is within the judge's discretion. (*Nuno v. California State Univ., Bakersfield* (2020) 47 Cal.App.5th 799, 807. Based on the long period during which the appeal was pending, and the fact that defendant filed this motion on the eleventh day after the remittitur, the Court exercises its discretion to deny the motion. Defendant has 30 days to file a pleading in response to the First Amended Complaint.

**3. 9:00 AM CASE NUMBER: C23-02106**  
**CASE NAME: SANTIAGO MORALES VS. DWELLEY FAMILY FARMS, LLC**  
**\*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL**  
**FILED BY: MORALES, SANTIAGO MERINO**

**\*TENTATIVE RULING:\***

Plaintiff Santiago Merino Morales moves for preliminary approval of his class action and PAGA settlement with defendant Dwelley Family Farms, LLC.

**A. Background and Settlement Terms**

The original complaint was filed by Plaintiff on August 23, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. A First Amended Complaint adding PAGA claims (based on a notice to the LWDA given on August 23, 2023), was filed on October 26, 2023. A Second amended Complaint was filed on

March 21, 2024, and remains the operative complaint.

The settlement would create a gross settlement fund of \$321,860. The class representative payment to plaintiff would be \$7,500. Attorney's fees would be \$107,286.67 (one-third of the settlement). Litigation costs would not exceed \$20,000. The settlement administrator's costs would be up to \$10,000. PAGA penalties would be \$15,000, resulting in a payment of \$11,250 to the LWDA and \$3,750 to the aggrieved employees. The net amount paid directly to the class members would be about \$162,073.33. The fund is non-reversionary. Based on the estimated class size of 388, the average net payment for each class member is approximately \$417.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendant during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable.

The proposed settlement provides that checks undelivered or uncashed 180 days after mailing will be voided, and the funds will be provided to the State Controller's Unclaimed Property Fund. (The moving parties identify the Justice Gap Fund of the State Bar as a cy pres recipient "in the event the Court requires the Parties to identify a cy pres recipient of uncashed checks[.]" The Court does not so require.)

The settlement contains release language covering all "those claims arising out of or related to the allegations set forth in the operative complaint[.]" (Settlement, Par. 1.34.) Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal written discovery was undertaken, and a data expert was retained for mediation. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary

and oppressive, or confiscatory.”])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

### **B. Legal Standards**

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

### **C. Attorney fees**

Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. Counsel are directed to prepare a lodestar fee estimate for the motion for final approval.

The reasonableness of litigation costs and the settlement administrator's fees will be considered at final approval.

Similarly, the requested representative payment of \$7,500 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

**D. Conclusion**

The Court finds that the agreement is sufficiently fair, reasonable, and adequate, to justify preliminary approval, and grants the motion.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

**4. 9:00 AM CASE NUMBER: C23-02194**  
**CASE NAME: STEPHANIE SENNA VS. DOES 1 THROUGH 10, INCLUSIVE**  
**\*HEARING ON MOTION IN RE: FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT (CONTINUED FROM 10.30.2025)**  
**FILED BY:**  
**\*TENTATIVE RULING:\***  
**Appearance required, pending submission of signed agreement.**

**5. 9:00 AM CASE NUMBER: C24-00695**  
**CASE NAME: JULIUN SKALIN VS. ENCHANT CHRISTMAS, LLC**  
**\*HEARING ON MOTION IN RE: BE RELIEVED AS COUNSEL**  
**FILED BY:**  
**\*TENTATIVE RULING:\***

The motion is **granted**. Counsel is directed to serve the order relieving counsel in compliance with CRC 3.1362(d). **Counsel is not formally relieved until the order is served on the client and proof of service is filed with the court.**

**6. 9:00 AM CASE NUMBER: C24-01590**  
**CASE NAME: TIMOTHY CLANCY VS. ANTHONY JURADO**  
**\*HEARING ON MOTION IN RE: AN ORDER DESIGNATING CASE COMPLEX**  
**FILED BY: JURADO, ANTHONY**  
**\*TENTATIVE RULING:\***

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**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA**

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to the action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, January 16, 2026, I served the foregoing document(s) described as:

- **[PROPOSED] ORDER**

By causing a true copy thereof to be sent to the following individuals and/or parties:

Lisa Blanco Jimenez	ljimenez@neumiller.com
Melissa Tong	mtong@neumiller.com
Debbie Supnet	dsupnet@neumiller.com
<b>NEUMILLER &amp; BEARDSLEE</b>	
3121 W. March Lane, Suite 100	
Stockton, CA 95219	

**[XX] BY ELECTRONIC TRANSMISSION.** Pursuant to CCP section 1010.6(e), I caused such document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on January 16, 2026, in Los Angeles, California.



Alma Hernandez