

1 **MELMED LAW GROUP P.C.**  
Jonathan Melmed (SBN 290218)  
2 jm@melmedlaw.com  
3 Laura Supanich (SBN 314805)  
lms@melmedlaw.com  
4 Trishta Dordi (SBN 351883)  
td@melmedlaw.com  
5 1801 Century Park East, Suite 850  
Los Angeles, California 90067  
6 Phone: (310) 824-3828  
7 Fax: (310) 862-6851

**FILED**  
JUN 09 2026  
S. LIND CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By K. Jinkerson

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.

Case Number: C23-02106

**[Proposed] Order Granting Final Approval of  
Class Action Settlement and Final Judgment**

Hearing Date: June 4, 2026  
Hearing Time: 9:00 a.m.  
Dept.: 39  
Judge: Hon. Edward G. Weil  
Complaint Filed: August 23, 2023  
FAC Filed: October 26, 2023  
SAC Filed: March 21, 2024

22  
23  
24  
25  
26  
27  
28

1 On June 4, 2026, the Court held a hearing on Plaintiff's Motion for Final Approval of Class  
2 Action Settlement.

3 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having  
4 been given to Class Members, and the Court having considered the Settlement Agreement and Release  
5 of Class Action (the "Settlement Agreement"), all of the legal authorities and documents submitted in  
6 support thereof, all papers filed and proceedings has herein, all oral and written comments received  
7 regarding the proposed settlement, and having reviewed the record in this litigation, and good cause  
8 appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES THE**  
9 **FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS**  
10 **FOLLOWS:**

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'  
13 Settlement Agreement.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
17 Agreement and as follows:

18 all individuals who are or were employed by Defendants as non-exempt employees in  
19 California from August 23, 2019, through January 21, 2026.  
20

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
22 3.765(a), and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 419 class members exists and a well-  
24 defined community of interest exists on the questions of law and fact involved because in the context  
25 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of  
26 the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
27

28

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and  
2 protected the interest of the Class Members.

3 6. The Court is satisfied that Apex Class Action, LLC, which functioned as the Settlement  
4 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that  
5 comports with California Rule of Court 3.766. The Class Notice informed 420 Class Members of the  
6 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a  
7 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear  
8 at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of  
9 time to respond and to act were provided by each of these procedures. No Class Members filed written  
10 objections to the Settlement as part of this notice process, and no Class Member filed a written  
11 statement of intention to appear at the Final Approval Hearing. Only one (1) Class Member submitted  
12 a request for exclusion. Jose J. Anaya who is excluded from the Class, is not bound by the Settlement,  
13 and shall not receive any settlement consideration (though he will receive his share of the aggrieved  
14 employees' 25% share of PAGA penalties, as he cannot opt out of the PAGA portion of the settlement).

15 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds  
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and  
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California  
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and  
19 any other applicable law, and in the best interests of each of the Parties and Class Members.

20 8. The Court directs the Parties to effectuate the Settlement Agreement according to its  
21 terms and declares the Settlement Agreement to be binding on all Class Members.

22 9. The Court finds that the Settlement Agreement has been reached as a result of informed  
23 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
24 extensive investigation and research, and their attorneys were able to reasonably evaluate their  
25 respective positions.

26 10. The Court also finds that the Settlement now will avoid additional and potentially  
27 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.

28

1 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
2 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant  
3 relief for Class Members.

4 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding  
5 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
6 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
7 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
8 concession, or liability whatsoever by or against Defendant.

9 12. The Class Notice mailed to Class Members informed the Class Members of the  
10 Settlement terms, their right to opt out from the Settlement, object to the Settlement, or do nothing, and  
11 the implications of each such action. The Class Notice also advised Class Members of applicable  
12 deadlines and other events, including the Final Approval Hearing, and how Class Members can obtain  
13 additional information. A dedicated toll-free phone number and email address were maintained, which  
14 provided Class Members the ability to obtain additional information regarding the Settlement.

15 13. The Court concludes that adequate notice was provided to the Class. The  
16 Administrator's Declaration explains the diligent efforts made to deliver notice directly to the Class by  
17 mail, including the Administrator conducting preliminary address verification and updating by  
18 reference to the National Change of Address database maintained by the United States Postal  
19 Service. In addition, for any notices that were returned to the Administrator as undeliverable, the  
20 Administrator attempted further means of notice that were reasonably calculated to reach those Class  
21 Members. The Administrator made supplemental efforts by conducting computerized skip tracing and  
22 calling and/or emailing Class Members to request updated mailing addresses. The Court finds these  
23 measures demonstrate the Administrator provided the best notice that is practicable under the  
24 circumstances. Accordingly, the Court accepts the Administrator's Declaration and finds sufficient  
25 notice has been provided to satisfy due process, and all 419 individuals who did not object, opt out, or  
26 request to be excluded, are properly included within the Class.

27  
28

1           14.     The Court appoints Plaintiff Santiago Merino Morales as Class Representative and finds  
2 him to be adequate.

3           15.     The Court appoints Jonathan Melmed, Esq., and Laura M. Supanich, Esq. of Melmed  
4 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class  
5 action litigation.

6           16.     The terms of the Agreement, including the Gross Settlement Amount of \$323,506.47 is  
7 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final  
8 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court  
9 approves the following allocations, which fall within the ranges stipulated by and through the  
10 Settlement Agreement:

11           1.     The \$7,250.00 designated for payment to Apex Class Action, LLC, the Settlement  
12 Administrator, is fair and reasonable. The Court grants final approval of, and orders the  
13 Parties to make the payment to the Settlement Administrator in accordance with the  
14 Agreement.

15           2.     The \$107,286.67 amount requested by Plaintiff and Class Counsel for the Class  
16 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the  
17 Class. The Court grants final approval of, awards, and orders the Class Counsel Fees  
18 Payment to be made in accordance with the Agreement. Five percent (5%) of the  
19 attorney's fees are to be withheld by the claims administrator pending satisfactory  
20 compliance as founded by the Court.

21           3.     The Court awards \$20,000.00 in litigation costs, an amount which the Court finds to be  
22 reflective of the reasonable costs incurred. The Court grants final approval of, and order  
23 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance  
24 with the Agreement.

25           4.     The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The  
26 Court grants final approval of and orders the Incentive Award to be paid in accordance  
27 with the Agreement.

28

1           5. The Court approves of the \$20,000.00 allocation assigned for claims under the Private  
2           Attorney General Act (PAGA), and orders 75% thereof (i.e., \$15,000.00) to be paid to  
3           the California Labor and Workforce Development Agency (LWDA) in accordance with  
4           the terms of the Settlement Agreement.

5           17. The Court orders the Parties to comply with and carry out all terms and provisions of  
6           the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case  
7           the provisions of this Order shall take precedence and supersede the Settlement.

8           18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's  
9           rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in  
10          this case if the Settlement fails to become Final or effective, or in any other case without limitation.

11          19. All Class Members shall be bound by the Settlement and this Order, including the  
12          release of claims as set forth in the Agreement.

13          20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
14          provided in the Settlement Agreement.

15          21. All checks mailed to the Class Members must be cashed within one hundred eighty  
16          (180) days after mailing.

17          22. Within 7 days after the Court has held a Final and Fairness Approval Hearing and  
18          entered a final order certifying the Class for settlement purposes only and approving the Class  
19          Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members  
20          pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment  
21          on its website.

22          23. The Court retains continuing jurisdiction over the Action and the Settlement, including  
23          jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the  
24          Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-  
25          Judgment matters as may be appropriate under court rules or applicable law.

26  
27  
28

1           24.     This Final Judgment is intended to be a final disposition of the above captioned action  
2 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes  
3 all claims released by the Settlement Agreement, against Defendant.

4           25.     Plaintiff shall submit a compliance statement at least one week before the compliance  
5 hearing date.

6           26.     The Court hereby sets a hearing date of Feb 10, 2027, at 8:30 am  
7 (*any date after February 8, 2027*) for a hearing on the final accounting and distribution of the settlement  
8 funds.

9  
10 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

11 Dated: 6/8/26



12 Judge of the Superior Court, County of Contra Costa

13 **CHARLES S. TREAT**