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Filed _____
STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ALEJANDRO GARCIA, VICTOR
VILLANUEVA, and HUNTER ASBILL,
individuals on behalf of themselves, the
State of California, as a private attorneys
general, and on behalf of all others similarly
situated,

Plaintiffs,

v.

MACHADO DAIRY FARMS, a business
entity form unknown; and DOES 1 TO 50,

Defendants.

Case Number: STK-CV-UOE-2022-0003332

~~PROPOSED~~ ^{VB} ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT

Hearing Date: May 28, 2026
Hearing Time: 9:00 a.m.
Dept.: 10B
Judge: Hon. Blanca A. Bañuelos

Complaint Filed: May 4, 2022
Trial Date: January 20, 2026

1 This matter having come for hearing on May 28, 2026, at 9:00 a.m., regarding Plaintiffs
2 Alejandro Garcia, Victor Villanueva, and Hunter Asbill's ("Plaintiffs") unopposed *Motion for Final*
3 *Approval of Class Action Settlement* (the "Motion") on the terms set forth in the *Class Action and*
4 *PAGA Settlement Agreement* (the "Settlement Agreement"). In conformity with California Rules of
5 Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in
6 the Settlement Agreement and the Motion), and having considered the Settlement Agreement, all of
7 the legal authorities and documents submitted in support thereof, all papers filed and proceedings
8 had herein, all oral and written comments received regarding the Settlement Agreement, and having
9 reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval
10 of the Settlement Agreement and orders and makes the following findings and determinations and
11 enters final judgment as follows:

12 1. All terms used in this order shall have the same meanings given as those terms are
13 used and/or defined in the Parties' Settlement Agreement and the Motion. A copy of the Settlement
14 Agreement is attached to the *Declaration of Hannah Becker in Support of Plaintiffs' Motion for*
15 *Final Approval of Class Action Settlement* as **Exhibit A** and is made a part of this order.

16 2. The Court has personal jurisdiction over Plaintiffs and Defendant Machado Dairy
17 Farms ("Defendant") (collectively, the "Parties") to this litigation and subject matter jurisdiction to
18 approve this Settlement Agreement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Motion and the Settlement Agreement and as follows: "*All individuals who are or were employed*
21 *by Defendant as non-exempt employees in California from May 4, 2018, through January 13, 2026,*
22 *who did not sign the document entitled Voluntary Agreement to Arbitrate Employment-Related*
23 *Claims.*" The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California
24 Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

25 4. The Court finds that an ascertainable class of 31 class members exists and a well-
26 defined community of interest exists on the questions of law and fact involved because in the context
27 of the Settlement Agreement: (i) all related matters, predominate over any individual questions;
28 (ii) the claims of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating,

1 entering into and implementing the Settlement Agreement, Plaintiffs and Plaintiffs' counsel have
2 fairly and adequately represented and protected the interest of the Class Members.

3 5. The Court is satisfied that Apex Class Action, LLC, which was appointed as the
4 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
5 comports with California Rule of Court 3.766. The Class Notice informed 31 prospective Class
6 Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to
7 receive their settlement share, their rights to submit a request for exclusion, their rights to comment
8 on or object to the Settlement Agreement, and their rights to appear at the Final Approval and
9 Fairness Hearing, and be heard regarding approval of the Settlement Agreement. Sufficient periods
10 of time to respond and to act were provided by each of these procedures.

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

16 7. The Court directs the Parties to effectuate the Settlement Agreement according to its
17 terms and declares the Settlement Agreement to be binding on all Class Members.

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

22 9. The Court also finds that the Settlement Agreement will avoid additional and
23 potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to
24 litigate the case. Additionally, after considering the monetary recovery provided as part of the
25 Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes
26 that Class Counsel secured significant relief for Class Members.

27 10. The Settlement Agreement is not an admission by Defendant, nor is this order a
28 finding of the validity of any allegations or of any wrongdoing by Defendant.

1 11. The Court appoints Plaintiffs Alejandro Garcia, Victor Villanueva, and Hunter
2 Asbill, as Class Representatives and finds each of them to be adequate for purposes of settlement.

3 12. The Court appoints Jonathan Melmed and Hannah Becker of Melmed Law Group
4 P.C. as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class
5 action litigation.

6 13. The terms of the Settlement Agreement, including the Gross Settlement Amount of
7 \$85,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
8 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
9 Settlement Agreement, subject to this order.

10 14. The Court approves the following allocations, which fall within the ranges stipulated
11 by and through the Settlement Agreement:

12 A. The Court awards \$4,500.00 to Apex Class Action LLC, the Settlement
13 Administrator, and finds this amount to be fair and reasonable. The Court grants final
14 approval of this award and orders the Parties to make the payment to the Settlement
15 Administrator in accordance with the Settlement Agreement.

16 B. The Court awards \$28,333.33 to Plaintiffs' counsel as attorneys' fees and
17 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The
18 Court grants final approval of, awards, and orders the payment to Plaintiffs' counsel to be
19 made in accordance with the Settlement Agreement.

20 C. The Court awards \$22,917.30 in litigation costs, an amount which the Court
21 finds to be reasonable in light of actual costs incurred. The Court grants final approval of,
22 and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel
23 in accordance with the Settlement Agreement.

24 D. The Court awards \$2,500.00 to each class representative (\$7,500.00 total) as
25 payments requested by Plaintiffs and finds this amount to be fair and reasonable. The Court
26 grants final approval of and orders the class representative payments to be made in
27 accordance with the Settlement Agreement.

1 E. The Court approves the \$5,000.00 allocation for penalties under the Labor
2 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$3,750.00) to be
3 paid to the California Labor and Workforce Development Agency in accordance with the
4 terms of the Settlement Agreement and the remainder to the Aggrieved Employees.

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

8 16. Nothing in the Settlement Agreement or this order purports to extinguish or waive
9 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
10 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
11 other case without limitation.

12 17. All Class Members who did not request exclusion from the Settlement shall be bound
13 by the Settlement and this order, including the release of claims as set forth in the Settlement
14 Agreement.

15 18. The Parties shall bear their own respective attorneys' fees and costs except as
16 otherwise provided in this order and the Settlement Agreement.

17 19. All checks mailed to the Class Members must be cashed within one-hundred and
18 eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
19 the Settlement Administrator shall submit such funds to the State of California Unclaimed Property
20 Fund. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

21 20. Within seven days of this order, the Settlement Administrator shall give notice of
22 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
23 posting a copy of this order and final judgment on its website.

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

