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ATTORNEY FOR *(name)*: Plaintiff Chrisopher VanDycke, John E. Smith, and Michael Tapia

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 1221 Oak Street
MAILING ADDRESS: 1221 Oak Street
CITY AND ZIP CODE: Oakland, CA 94612.
BRANCH NAME: Rene C. Davidson Courthouse,

PLAINTIFF/PETITIONER: Chrisopher VanDycke, John E. Smith, and Michael Tapia
DEFENDANT/RESPONDENT: Pacific Coast Supply, LLC,

FOR COURT USE ONLY

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 23CV027855

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 16, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 27, 2026

Annabel Blanchard
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Annabel Blanchard
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

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FILED
Superior Court of California
County of Alameda
10/16/2026
Chad Finke, Executive Officer / Clerk of the Court
By: _____ Deputy
P. Drummer-Williams

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CHRISTOPHER VANDYCKE, JOHN E. SMITH, and MICHAEL TAPIA, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

PACIFIC COAST SUPPLY, LLC, and DOES 1 through 25, inclusive,

Defendant.

Case No. 23CV027855

Assigned to the Hon. Patrick McKinney
Department 18

~~[REVISED PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

Date:	October 14, 2026
Time:	1:30 p.m.
Dept.:	18
Reservation No.:	467258382462
Complaint Filed:	February 14, 2023
FAC Filed:	May 19, 2023
SAC Filed:	June 30, 2025
Trial Date:	Not Set

Electronically Received 10/13/2026 04:25 PM

Plaintiffs Christopher Vandycke, John E. Smith, and Michael Tapia's ("Plaintiffs'") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs came before this Court on October 14, 2026 at 1:30 p.m. before the Honorable Patrick McKinney in Department 18 of the above-captioned Court located at the Rene C. Davidson Courthouse, Administration Building, 1221 Oak Street, Oakland, CA 94612.

Having received and considered the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Annabel Blanchard), the Class Representatives (Christopher VanDycke, John E. Smith, and Michael Tapia), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the above-captioned action and over Plaintiffs and Defendant Pacific Coast Supply, LLC ("Defendant") (together, with Plaintiffs, the "Parties"), including all members of the Class.

2. The Court finds that the following Class is properly certified as a class for settlement purposes only: "All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period." The "Class Period" is defined as the period from February 14, 2019 through September 29, 2023.

3. The Court appoints Plaintiffs Christopher VanDycke, John E. Smith, and Michael Tapia as the Class Representatives for settlement purposes only.

4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for settlement purposes only.

5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

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

8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of $7,500 to each Plaintiff, for a total of $22,500.

9. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of $270,000.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of $24,983.87. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

10. The Court approves and orders payment from the Gross Settlement Amount in the

amount of $18,500 to Apex Class Action LLC for performance of settlement administration services.

11. The Court approves and orders payment in the amount of $112,500 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

12. It is hereby ordered that within five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

14. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Court Appointed Special Advocates (CASA).

15. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, California Business and Professions Code sections 17200, et seq., and any other claims, including claims for statutory penalties, pertaining to the

Class Members (collectively, "Released Class Claims").

16. Upon the full funding of the Gross Settlement Amount, Plaintiffs, and the State of California with respect to all PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders (collectively, 'Released PAGA Claims').

17. "'Released Parties" means Defendant and all of Defendant's past, present and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parents, related entities, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns.

18. This 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.

19. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

20. Ten percent (10%) of the award of Attorneys' Fees shall be kept in the Administrator's trust fund until the completion of the distribution process and Court approval of a final accounting. Unclaimed funds shall not be distributed to the designated recipient until the Court approves the final accounting.

21. A Final Compliance Hearing is set for June 16, 2027, at 1:30 p.m. in Department 18 of this Court located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612. The Settlement Administrator shall file a Final Report no later than 5 Court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

Dated: October 16, 2026

Honorable Patrick McKinney

Patrick McKinney / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 13, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Larry M. Kazanjian
Palmer Kazanjian
Wohl Hodson, LLP
2277 Fair Oaks Blvd.,
Suite 455 Sacramento, CA 95825
Telephone: (916) 442-3552
Fax: (916) 640-1521
E-mails:
LKazanjian@pkwhlaw.com;
ckeegan@pkwhlaw.com

Attorneys for Defendant
PACIFIC COAST SUPPLY, LLC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *bfunez@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 13, 2026 at Beverly Hills, California.

/s/ Bany Funez

Bany Funez