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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

HAROLD PHILIPPE, an individual, on behalf of
himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

D.P. NICOLI, INC., an Oregon Corporation; and
DOES 1 TO 50,

Defendants.

Case Number: 24CV059733

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

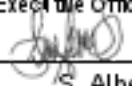
Date: May 27, 2026
Time: 1:30 p.m.
Dept.: 18
Judge: Hon. Patrick McKinney

Action Filed: January 11, 2024
FAC Filed: January 22, 2025
Trial Date: None Set

FILEDSuperior Court of California
County of Alameda

07/02/2026

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
S. Albert

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1. Plaintiff's request to file an overlength brief in support of the Final Approval Motion is approved.

3. The Court has personal and subject matter jurisdiction over Plaintiff and Defendant D.P. Nicoli, Inc. (“Defendant”) (collectively, the “Parties”) in this litigation to approve the Settlement Agreement and all exhibits thereto.

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1 purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the
2 Settlement Agreement.

3 5. The Court finds that an ascertainable class of 66 participating Class Members exists and
4 a well-defined community of interest exists on the questions of law and fact involved because in the
5 context of the Settlement Agreement: **(i)** all related matters, predominate over any individual questions;
6 **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating,
7 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have fairly
8 and adequately represented and protected the interest of the Class Members.

9 6. The Court is satisfied that Apex Class Action, LLC, which was appointed as the
10 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
11 comports with California Rule of Court 3.766. The Class Notice informed the prospective Class
12 Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to receive
13 their settlement share, their rights to submit a request for exclusion, their rights to comment on or object
14 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,
15 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond
16 and to act were provided by each of these procedures. No Class Members filed written objection to the
17 Settlement as part of this notice process, no Class Members appeared at the Final Approval and Fairness
18 Hearing, and no Class Members submitted a request for exclusion.

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

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

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

3 10. The Court also finds that the Settlement Agreement will avoid additional and potentially
4 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
5 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in
6 light of the challenges posed by continued litigation, and the Court concludes that Plaintiff's counsel
7 secured significant relief for Class Members.

8 11. The Settlement Agreement is not an admission by Defendant, nor is this order a finding
9 of the validity of any allegations or of any wrongdoing by Defendant.

10 12. The Court appoints Plaintiff Harold Philippe as class representative and finds him to be
11 adequate.

12 13. The Court appoints as class counsel the following attorneys: Jonathan Melmed, Kyle D.
13 Smith, and Rachel Jo of Melmed Law Group P.C., and Colette Mahon of Lawyers for Employee and
14 Consumer Rights. The Court finds each of them to be adequate, experienced, and well-versed in class
15 action litigation.

16 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
17 \$425,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
18 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
19 Agreement, subject to this order.

20 15. The Court approves the following allocations, which fall within the ranges stipulated by
21 and through the Settlement Agreement:

22 A. The Court awards \$5,700.00 to Apex Class Action, LLC, the Settlement
23 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval
24 of it and orders the Parties to make the payment to the Settlement Administrator in accordance
25 with the Settlement Agreement.

26 B. The Court awards \$131,750.00 to Plaintiff's counsel as attorneys' fees and finds
27 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court
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orders that 10% of the attorney's fee award (i.e., \$13,175.00) be held by the Settlement Administrator until completion of the distribution process and court approval of a final accounting. Other than the holdback, the Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in accordance with the Settlement Agreement.

C. The Court awards \$16,686.34 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with the Settlement Agreement.

D. The Court awards \$10,000.00 to Plaintiff as the class representative, in addition to any amount he may be entitled to as a Class Member and/or Aggrieved Employee, as a service payment requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and orders the class representative payment to be made in accordance with the Settlement Agreement.

E. The Court approves the \$42,500.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$31,875.00) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (i.e., \$10,625.00) to the Aggrieved Employees.

F. The Court approves the allocation for employer's-sided taxes from the Gross Settlement Amount in accordance with the Settlement Agreement.

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

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

1 18. All Class Members who did not request exclusion from the Settlement Agreement shall
2 be bound by the Settlement Agreement and this order, including the release of claims as set forth in the
3 Settlement Agreement.

4 19. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement
5 Agreement and this order, including the release of PAGA claims as set forth in the Settlement
6 Agreement.

7 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
8 provided in this order and the Settlement Agreement.

9 21. All checks mailed to the Class Members must be cashed within one hundred and eighty
10 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
11 Settlement Administrator shall distribute such funds to Alliance for Children's Rights. The Court finds
12 that this meets the requirements of Code of Civil Procedure section 384. Unclaimed funds will not be
13 distributed to Alliance for Children's Rights until final accounting is approved by the Court.

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

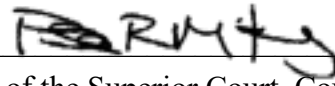
18 23. This final judgment is intended to be a final disposition of the above-captioned action
19 in its entirety and is intended to be immediately appealable. This final judgment resolves and
20 extinguishes all claims released by the Settlement Agreement against Defendant.

21 24. The Court hereby sets a hearing date of March 10, 2027, at 1:30 p.m. for a hearing on
22 the final accounting and distribution of the settlement funds. Plaintiff shall file with the Court a report
23 and declaration regarding the status of distribution no later than five court days before that date.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 **FINAL JUDGMENT IS HEREBY ENTERED.**

1 Dated: July 2, 2026



Judge of the Superior Court, County of Alameda

Patrick McKinney / Judge

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