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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

SERENITY JEAN DEWOLF, an individual,
on behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

v.

MOUNTAIN COUNTIES SUPPLY
COMPANY, a California Corporation;
PRABHJOT S. RANDHAWA, an individual;
and DOES 1-50, Inclusive

Defendants.

Case No.: SCCV-CVCV-2022-329

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: October 23, 2025
Time: 9:30 a.m.

Judge of the Superior Court
Dept.: 2

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Expenses Service Award duly came
3 on for hearing on October 23, 2025, before the above-entitled Court. Zakay Law Group, APLC,
4 and the JCL Law Firm, APC, appeared on behalf of Plaintiff SERENITY JEAN DEWOLF
5 ("Plaintiff"). Swanson Law Office appeared on behalf of Defendant and Cross-Complainant
6 Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-
7 Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), and Defendant and Cross-
8 Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain"). Slovak Baron Empey
9 Murphy & Pinkney LLP appeared on behalf of Cross-Defendant Nichole Torsey ("Defendant
10 Torsey").

11 **I.**

12 **FINDINGS**

13 Based on the oral and written argument and evidence presented in connection with the
14 motion, the Court makes the following findings:

15 1. All capitalized terms used herein shall have the same meaning as defined in
16 the Agreement.

17 2. This Court has jurisdiction over the subject matter of this litigation pending
18 in the California Superior Court for the County of Siskiyou ("Court"), Case No. SCCV-CVCV-
19 2022-329, entitled *Serenity Jean Dewolf v. Mountain Counties Supply Company et al.*, and over all
20 Parties to this litigation, including the Class.

21 **Preliminary Approval of the Settlement**

22 3. On April 24, 2025, the Court granted preliminary approval of a class-wide
23 settlement. At this same time the court approved certification of a provisional settlement class for
24 settlement purposes only. The Court confirms this Order and finally approves the settlement and
25 the certification of the Class.

26 **Notice to the Class**

27 4. In compliance with the Preliminary Approval Order, the Class Notice was
28 mailed by first class mail to the Class Members at their last known addresses on July 3, 2025.

1 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
2 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
3 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
4 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5 5. The Response Deadline for opting out or objecting was August 18, 2025.
6 There was an adequate interval between notice and deadline to permit Class Members to choose
7 what to do and act on their decision. No Class Members objected. No Class Members requested
8 exclusion.

9 **Fairness Of The Settlement**

10 6. The Agreement provides for a Gross Settlement Amount of \$525,000.00.
11 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
12 Cal.App.4th 1794, 1801.)

13 a. The settlement was reached through arms-length bargaining between
14 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
15 settlement.

16 b. The Parties' investigation and discovery have been sufficient to allow
17 the Court and counsel to act intelligently.

18 c. Counsel for all Parties are experienced in similar employment class
19 action litigation and have previously settled similar class claims on behalf of employees claiming
20 compensation. All counsel recommended approval of the Settlement.

21 d. No objections were received. No requests for exclusion were
22 received.

23 e. The participation rate is high. 100% of Class Members will be
24 participating in the Settlement and will be sent settlement payments.

25 7. The consideration to be given to the Participating Class Members under the
26 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
27 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
28

1 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
2 of the litigation and the delays which would ensue from continued prosecution of the Action.

3 8. The Agreement is finally approved as fair, adequate, and reasonable and in
4 the best interests of the Participating Class Members.

5 **PAGA Payment**

6 9. The Agreement provides for a payment of PAGA Payment in the amount of
7 \$25,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
8 Payment and the allocation of 75% of the PAGA Payment (\$18,750.00) to the Labor and Workforce
9 Development Agency and 25% of the PAGA Payment (\$6,250.00) to Aggrieved Employees is fair
10 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
11 72 Cal.App.5th 56.

12 **Attorneys' Fees and Expenses**

13 10. The Agreement provides for a payment for Attorneys' Fees and Attorneys'
14 Expenses in the amount of up to Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).
15 Subject to Court approval, the award of Attorneys' Fees equal to one-third of the Gross Settlement
16 Amount, or One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) and
17 reimbursement of litigation expenses in the amount of up to Twenty-Five Thousand Dollars and
18 Zero Cents (\$25,000.00).

19 11. A Class Counsel Award payment of One Hundred Ninety-Eight Thousand
20 Three Hundred Thirty-One Dollars and Thirteen Cents (\$198,331.13) comprised of attorneys' fees
21 in the amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) and
22 reimbursement of litigation expenses in the amount of Twenty-Three Thousand Three Hundred
23 Thirty-One Dollars and Thirteen Cents (\$23,331.13) is reasonable in light of the contingent nature
24 of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
25 Counsel. The requested Attorneys' Fee award represents one-third of the common fund, which is
26 reasonable, and is supported by Class Counsel's lodestar.

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28 ///

1 **Service Award**

2 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
3 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval. The Court finds that the
4 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of
5 the risks and burdens undertaken by Plaintiff in this class action litigation.

6 **Claims Administration Expenses**

7 13. The Agreement provides for Claims Administration Expenses to be paid in
8 an amount not to exceed \$7,600.00. The Declaration of the Administrator provides that the actual
9 claims Administration Expenses Payment were \$7,490.00. The amount of this payment is
10 reasonable in light of the work performed by the Administrator.

11 **II.**

12 **ORDERS**

13 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

14 1. The Class is certified for the purposes of settlement only. The Participating
15 Class is hereby defined to include:

16 All non-exempt employees who are or previously were employed by Mountain
17 Counties Supply or Prabhjot S. or Maruti Mountain Oil, LLC or Nichole Torsey and
18 performed work in California during the period from April 1, 2018, through July 27,
19 2024 (“Class Period”).

20 2. There are 347 members of the Class. Every person in the Class who did not
21 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs
22 to the Settlement.

23 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
24 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
25 this Order and the terms of the Agreement.

26 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
27 exchange the Participating Class Members shall release the “Released Parties” from the “Released
28

1 Class Claims” and Plaintiff and the LWDA shall release the “Released Parties” from the “Released
2 PAGA Claims.”

3 a. The “Released Parties” are Defendants and any of their past, present,
4 and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well
5 as each of their past, present, and future officers, directors, partners, members, shareholders and
6 agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable
7 with Defendants.

8 b. The “Released Class Claims” are defined as all class claims alleged,
9 or reasonably could have been alleged based on the facts alleged, in the operative complaint in the
10 *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case No. CVCV 22-329) action
11 which occurred during the Class Period, and expressly excluding all other claims, including claims
12 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
13 workers’ compensation, and class claims outside of the Class Period.

14 c. The “Released PAGA Claims” are defined as all PAGA claims
15 alleged in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.*,
16 Action (Case No. CVCV 22-329) matter and Plaintiff’s PAGA notice to the LWDA which
17 occurred during the period of January 24, 2021, through July 27, 2024 (the “PAGA Period”), and
18 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
19 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
20 outside of the PAGA Period.

21 5. Class Counsel are awarded One Hundred Ninety-Eight Thousand Three
22 Hundred Thirty-One Dollars and Thirteen Cents (\$198,331.13) which is comprised of Attorneys’
23 Fees in the amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)
24 and actually incurred litigation expenses in the amount of Twenty-Three Thousand Three Hundred
25 Thirty-One Dollars and Thirteen Cents (\$23,331.13). Class Counsel shall not seek or obtain any
26 other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

27 6. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
28 is approved.

1 7. The payment of \$7,490.00 to the Administrator for the Claims Administration
2 Expenses is approved.

3 8. The PAGA Payment of \$25,000.00 is hereby approved as fair, reasonable,
4 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
5 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
6 fraud or collusion.

7 9. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Participating Class Member.

9 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
10 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
11 ("PAGA").

12 11. The Court further finds and determines that Class Counsel satisfied California
13 Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising
14 under the Private Attorney General Act ("PAGA") on March 28, 2025.

15 12. The Court orders Class Counsel to comply with California Labor Code §
16 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
17 entry of this Order.

18 13. The Agreement is not an admission by Defendants, nor is this Final Approval
19 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
20 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
21 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
22 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
23 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
24 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
25 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
26 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
27 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
28 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,

1 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
2 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
3 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
4 or issue preclusion or similar defense as to the claims being released by the Settlement.

5 14. Notice of entry of this Final Approval Order and Judgment shall be given to
6 Class Counsel on behalf of Plaintiff and all Participating Class Members. It shall not be necessary
7 to send notice of entry of this Final Approval Order and Judgment to individual Participating Class
8 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
9 website as indicated in the Class Notice.

10 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
11 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
12 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
13 connection with the distribution of settlement benefits.

14 16. If the Settlement does not become final and effective in accordance with the
15 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
16 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
17 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
18 be vacated.

19 **IT IS SO ORDERED.**

20 DATED: _____, 2025

21
22
23 _____
24 Hon.
25 JUDGE OF THE SUPERIOR COURT
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