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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] JUDGMENT

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

Judge of Superior Court
Dept.: 2

1 Plaintiff Serenity Jean Dewolf's (Plaintiff") motion for an order finally approving the
2 Class Action and PAGA Settlement Agreement ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses and Service Award duly came on for hearing on October 23, 2025, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The Class
9 is defined as:

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

14 2. All persons who meet the foregoing definition are Participating Class Members,
15 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
18 members of the Class, shall take nothing in the Action. Each Party shall bear its own attorneys'
19 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
20 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date the Defendants funds the Gross Settlement Amount, Plaintiffs and
26 each Class Member who has not validly opted out has released the "Released Parties" from the
27 "Released Class Claims" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

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

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

12 8. Upon entry of Final Judgment and funding of the Gross Settlement Amount,
13 Plaintiffs and the LWDA have released the Released Parties from the “Released PAGA Claims”
14 for the “PAGA Period” as set forth in the Agreement.

15 9. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

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

22 (b) The “PAGA Period” is defined as the period from January 24, 2021,
23 through July 27, 2024.

24 10. This Court hereby grants final approval and awards the following: (i) One Hundred
25 Ninety-Eight Thousand Three Hundred Thirty-One Dollars and Thirteen Cents (\$198,331.13) to
26 Class Counsel for Attorneys’ Fees and Attorneys’ Expenses, comprised of One Hundred Seventy-
27 Five Thousand Dollars and Zero Cents (\$175,000.00) for Attorneys’ Fees and litigation costs in
28 the amount of Twenty-Three Thousand Three Hundred Thirty-One Dollars and Thirteen Cents

1 (\$23,331.13); (ii) the Service Award to the Class Representative, Serenity Dewolf, in the amount
2 of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Claims Administration Expenses of
3 Seven Thousand Four Hundred Ninety Dollars and Zero Cents (\$7,490.00) to Apex Class Action,
4 LLC; (iv) Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) (75% of
5 the PAGA Payment) to the Labor and Workforce Development Agency; and Six Thousand Two
6 Hundred Fifty Dollars and Zero Cents (\$6,250.00) (25% of the PAGA Payment) allocated to the
7 Individual PAGA Payments.

8 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
9 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
10 California Labor Code section 2699(s)(3).

11
12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
13 **ORDERED.**

14 DATED: _____, 2025
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17 _____
18 Hon.
19 JUDGE OF THE SUPERIOR COURT
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