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TATYANA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

TATYANA WILSON, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SIERRA MINIT MARTS, INC., a California
corporation; DON FORRESTER, an
individual; and DOES 2-50, Inclusive,

Defendants.

Case No. VCU308861

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD
AND SERVICE AWARD**

Date: October 26, 2026

Time: 8:30 a.m.

Judge: Hon. Nathan Ide

Dept.: 9

1 On October 26, 2026 at 8:30 a.m., in front of the Hon. Nathan Ide, Plaintiffs’ unopposed Motion
2 for Order Granting Final Approval of Class and PAGA Action, Approval of Class Counsel Award and
3 Service Award, Settlement and Entering Judgment pursuant to California Rule of Court 3.769 came on
4 for hearing, with the attorneys from the JCL LAW FIRM, APC, and ZAKAY LAW GROUP, APLC, as
5 counsel for Plaintiff Tatyana Wilson (“Plaintiff”), counsel from LightGabler LLP and Staggs Law, PC
6 appearing for Defendant Don Forrester and Defendant Sierra Minit Marts, Inc. (“Defendants”).

7 The Court, having received and carefully considered the Stipulation of Settlement of Class and
8 PAGA Action Claims and Release of Claims along with the Addendum to Class and PAGA Action
9 Settlement (collectively, the “Agreement”), a true and correct copy of which Agreement is attached
10 hereto as **Exhibit A**, the supporting papers filed by the Parties, the evidence and argument received by
11 the Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action
12 Settlement heard on March 2, 2026, the instant Motion for Order Granting Final Approval of Class and
13 PAGA Action Settlement and Approving Class Counsel Award and Service Award and Entering
14 Judgment pursuant to California Rule of Court 3.769, the Court grants final approval of the Settlement
15 and HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

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

18 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
19 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
20 the Settlement, and of (a) their right to receive an Individual Settlement Payment, (b) their right to
21 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
22 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
23 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
24 for each of these procedures.

25 3. Following the conclusion of the response deadline, the Settlement Administrator reports
26 that it received *zero written objections* to the Settlement and *zero written requests for exclusion* from
27 the Settlement.

28 4. The Court finds and determines that the notice procedure afforded adequate protections to

1 the Class and provides the basis for the Court to make an informed decision regarding approval of the
2 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
3 in this case was the best notice practicable, which satisfied the requirements of law and due process.

4 5. With respect to the Class and for purposes of approving this Settlement only, this Court
5 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
6 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
7 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
8 the claims of Class Representative, Tatyana Wilson, are typical of the claims of the Class; (d) the Class
9 Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior
10 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record
11 for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and Shani
12 Zakay, Esq. of the Zakay Law Group, APLC, (hereinafter “Class Counsel”), are qualified to serve as
13 counsel for the Class Representative and the Class.

14 6. The Court has certified the Class for settlement purposes only, as that term is defined in
15 and by the terms of the Agreement as follows:

16 “All current and former non-exempt employees who worked for Defendants
17 in California at any time during the period from May 10, 2020, through
18 September 7, 2025 (the “Class Period”).”

19 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
20 3.765(a).

21 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
22 Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this
23 Action.

24 9. The Court hereby confirms Plaintiff Tatyana Wilson as the Class Representative in this
25 Action.

26 10. The Court finds and determines that the terms set forth in the Agreement are fair,
27 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having
28 found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations

1 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
2 investigation, research, and discovery and that their attorneys were able to reasonably evaluate their
3 respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and
4 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
5 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
6 recognizes the significant value accorded to the Class.

7 11. The Court further finds and determines that the terms of the Settlement, including the
8 Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) are
9 fair, reasonable and adequate to the Class and to each member of the Class and that the Settlement is
10 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are
11 ordered to be consummated. Except as set forth in the Agreement and this Order and Judgment, all
12 members of the Class shall take nothing in the Action.

13 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
14 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
15 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class
16 Members under the Agreement.

17 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
18 § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
19 Attorney General Act (“PAGA”).

20 14. The Court finds and determines that the Individual Settlement Payments to be paid to
21 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
22 grants final approval to and orders the payment of those amounts be made to the Settlement Class
23 Members in accordance with the Agreement.

24 15. The Court finds and determines that the LWDA Payment, consisting of sixty-five percent
25 (65%) of the PAGA Payment, in the amount of \$13,000.00, and the Aggrieved Employee Payment,
26 consisting of thirty-five percent (35%) of the PAGA Payment, in the amount of \$7,000.00, are fair,
27 reasonable, and appropriate. The Court hereby grants final approval to and orders that the payment of
28 those amounts be paid in accordance with the Agreement.

1 16. The Court finds and determines that the fees and expenses incurred by Apex Class Action
2 LLC in administering the Settlement, in the amount of \$7,750.00, are fair and reasonable. The Court
3 hereby gives final approval to and orders that the payment be made of that amount in accordance with
4 the Settlement.

5 17. The Court finds and determines a Service Award in the amount of \$ _____
6 each to Plaintiff Tatyana Wilson is fair and reasonable. The Court hereby orders the Settlement
7 Administrator to make this payment to the Class Representative in accordance with the terms of the
8 Agreement.

9 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
10 submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees and Expenses in
11 the total sum of \$271,072.36. This payment is comprised of two components. First, \$250,000.00 as
12 attorneys' fees which represents one-third of the Gross Settlement Amount. Second, \$21,072.36 for
13 actually incurred litigation expenses as evidenced by Class Counsel's billing records. The Settlement
14 Administrator shall allocate the expenses award according to Class Counsel's actually incurred litigation
15 expenses as stated and supported in their respective declarations filed in support of this motion. The
16 Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
17 Administrator to make these payments in accordance with the terms of the Agreement.

18 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
19 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
20 effectuation, and enforcement of this order and the Settlement.

21 20. Neither Defendants nor any related persons or entities shall have any further liability for
22 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
23 for by the Agreement.

24 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
25 admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any
26 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
27 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
28 terms of the Agreement be construed as an admission or concession by or against Defendants or any

1 related person or entity.

2 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
3 the Settlement or under this order, including the requirement that Defendants make payments to the
4 Settlement Class Members in accordance with the Settlement.

5 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
6 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on March 2,
7 2026, and this order.

8 24. Upon the Funding Date, each Class Member who has not validly opted out has released
9 the "Released Class Claims" against Defendants and all the "Released Parties," as set forth in the
10 Agreement.

11 25. Plaintiff Tatyana Wilson generally released all claims as set forth in the Agreement.

12 26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
13 this Court's Order awarding the payment of Class Counsel's attorneys' fees and costs.

14 27. Upon completion of administration of the Settlement, the Settlement Administrator will
15 provide written certification of such completion to the Court and counsel for the Parties which shall be
16 filed with the Court five (5) court days before the non-appearance compliance hearing set for
17 _____ at _____ a.m./p.m., in Dept. 9.

18 28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and
19 Payment of Class Counsel Award and the Service Award is GRANTED.

20
21 IT IS SO ORDERED, ADJUDICATED AND DECREED

22
23 Date: _____, 2026

24 JUDGE OF THE SUPERIOR COURT